ELECTRONICALLY FILED - 2024 Sep 11 11:55 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP2306277

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE PennyMac Loan Services, LLC, Plaintiff, v. Chiquisha Martin; The United States of America, acting by and through its Agency, The Rural Housing Service, Defendant(s)	IN THE COURT OF COMMON PLEAS CASE NO.: 2023-CP-23-06277 **MASTER IN EQUITY'S ORDER AND JUDGMENT OF FORECLOSURE AND SALE** **DEFICIENCY DEMANDED AS TO DEFENDANT CHIQUISHA MARTIN**

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Master in Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master in Equity shall be directly to the South Carolina Court of Appeals.

Pursuant to the said reference, a hearing was held on September 9, 2024 via Zoom, a record was made which is reported herewith, and from the testimony and evidence I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on November 29, 2023.

2. The Summons and Complaint were filed on November 29, 2023.

3. Service was made upon the Defendants as shown by the proofs of service filed herein.

4. The Defendants Chiquisha Martin is in default as shown by Affidavit filed herein.

File reference: 22-21573

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5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

6. The Defendant The United States of America, acting by and through its Agency, The Rural Housing Service answered in this action.

7. All Defendants were notified of the time, date and place of hearing in this matter.

8. For value received, Chiquisha Martin made, executed and delivered a note, dated September 5, 2019, promising thereby to pay to the order of American Neighborhood Mortgage Acceptance Company LLC the sum of $137,373.00 with interest at the rate of 4.125% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.

9. To better secure the payment of the Note described above, the said Chiquisha Martin made, executed and delivered a mortgage to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for American Neighborhood Mortgage Acceptance Company LLC, in writing, dated September 5, 2019, covering real property in Greenville County, which is the same as that described in the Complaint. The Mortgage was recorded on September 9, 2019, and is of record in the Greenville County Registry in Book MO 5496 at page 0061. Due to inadvertent error, in prior pleadings in this foreclosure lawsuit, the Plaintiff erroneously referenced the Mortgage being recorded "…at page 0051…" instead of the correct reference, "…at page 0061…" The Plaintiff has requested an order be entered nunc pro tunc reflecting the proper plat page reference.

10. This mortgage constitutes a valid purchase money mortgage, first lien on the subject property.

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11. Thereafter, the Mortgage was assigned to PennyMac Loan Services, LLC by assignment recorded on July 2, 2020 in Book 5546 at Page 5009.

12. Subsequently, Chiquisha Martin did make, execute and deliver to PennyMac Loan Services, LLC (servicer for the loan at the time of the modification), its successors and assigns, a certain Loan Modification Agreement, dated 10/20/2021, amending and supplementing the Note and Mortgage described above. By virtue of the Loan Modification Agreement, the unpaid principal balance was modified to $152,560.90, together with interest at the rate of 3.25% per annum on the unpaid balance.

13. Subsequently, Chiquisha Martin did make, execute and deliver to PennyMac Loan Services, LLC (servicer for the loan at the time of the modification), its successors and assigns, a certain Loan Modification Agreement, dated 06/07/2022, amending and supplementing the Note and Mortgage described above. By virtue of the Loan Modification Agreement, the unpaid principal balance was modified to $118,150.34, together with interest at the rate of 4.5% per annum on the unpaid balance.

14. The titleholder of record of the Property as of the filing of the Lis Pendens in this action was Chiquisha Martin.

15. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

16. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee

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customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of $2,620.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed up to this point in time under the terms of the note and mortgage. Performance of additional services may result in a determination by this court that additional reasonable attorney's fees are due.

17. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal Due as of Today's Date:	09/09/2024			$117,254.36
Accrued Interest From:	05/01/2023	to:	08/16/2024	$ 6,812.34
Per diem Interest From:	08/17/2024	to:	09/09/2024	$ 332.58
Accruing at:	4.5% per annum			
Late Charges:				$ 85.00
Real Estate Taxes:				$ 12,948.80
Hazard/Property Insurance:				$ 2,497.89
P.M.I./M.I.P.:				$ 1,856.05
Property Inspections:				$ 240.00
NSF Fee:				$ 25.00
Other Charges:				$ 410.00
Positive Escrow Balance:				$(15,337.01)
Costs of Collection Prior to Hearing:				$ 694.52
Attorney's Fees:				$ 2,620.00

18. Total Debt secured by Note and Mortgage, is $130,439.53. Interest shall be added to the total debt at the rate stated above until the date a judicial sale is conducted herein. Additional interest accrual after the date of such judicial sale will be governed by terms set forth herein below.

19. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Demanded the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCP.

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20. The Defendant(s), below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The said Defendants and such claims or liens are as follows:

> The Defendant, The United States of America, acting by and through its Agency, The Rural Housing Service, has or may claim to have some interest in the Property by virtue of a mortgage given to Chiquisha Martin, in the original principal amount of $40,008.16, which mortgage was recorded/filed or assigned to Defendant in the Greenville County Records on July 28, 2022, in Book MO5702 at Page 1873. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale.

21. The Defendant The United States of America, acting by and through its Agency, The Rural Housing Service, requests that its one-year statutory right of redemption, 28 U.S.C. § 2410 (c), be protected.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff is entitled to judgment as to all causes of action, including foreclosure of its Mortgage.
2. The Property should be ordered sold at public auction after due advertisement.
3. That there is due to the Plaintiff on its Note and Mortgage the sum of $130,439.53, representing the Total Debt due to the Plaintiff as outlined above.
4. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest as previously set forth at the rate of 4.5% per annum.

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IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt to include continuing accruing interest as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master in Equity at public auction, at the Greenville County Courthouse, City of Greenville, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

   A. FOR CASH: The undersigned Master in Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff.

   B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 4.5% per annum.

   C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.

   D. Purchaser to pay for the deed and the cost of recording the deed.

3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the

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undersigned Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.

4. Deficiency judgment being demanded, the bidding will not be closed on the day of sale but will remain open for a period of thirty (30) days as provided by law. Plaintiff is demanding a deficiency. The Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale.

5. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he/she will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his/her assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master in Equity or the Plaintiff may re-advertise the Property for sale on the next, or some other subsequent, sales day, according to the same terms set forth herein, and so on from time to time thereafter until a full compliance shall be secured.

6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

7. That the undersigned Master in Equity shall apply the proceeds of the sale as follows:

   FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and

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NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.

8. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest, lien, and equity of redemption in the said mortgaged premises so sold, or any part thereof.

9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Greenville County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Greenville County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

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11. That it is further ORDERED ADJUDGED AND DECREED that after the Order on Sale of Real Estate has been issued and filed, the undersigned Master in Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.

12. That it is further ORDERED ADJUDGED AND DECREED that Plaintiff's request to amend all prior pleadings nunc pro tunc to reflect the proper and accurate plat page reference, from "…Book MO 5496 at Page 0051…" to "…Book MO 5496 at Page 0061…", is hereby granted.

13. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, BEING SHOWN AND DESIGNATED AS LOT 17, WOODFIELD HEIGHTS SUBDIVISION, ON A PLAT ENTITLED, "SURVEY FOR CLARK E. PEDEN AND DONNA L. PEDEN," DATED SEPTEMBER 4, 1997, PREPARED BY LANDRITH SURVEYING, AND RECORDED SEPTEMBER 19, 1997 IN THE ROD OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK 36-I, PAGE 45. REFERENCE TO SAID PLAT IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION THEREOF.

THIS BEING THE SAME PROPERTY CONVEYED TO CHIQUISHA MARTIN BY DEED OF MSE SUB I, LLC DATED SEPTEMBER 3, 2019, AND RECORDED SEPTEMBER 9, 2019, IN BOOK DE 2575 AT PAGE 1833 IN THE OFFICE OF THE REGISTER OF DEEDS FOR GREENVILLE COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 127 Blue Ridge Dr, Fountain Inn, SC 29644

TMS: 0360.00-01-111.00

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

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FORM 4

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE IN THE COMMON PLEAS COURT	JUDGMENT IN A CIVIL CASE CASE NO. 2023-CP-23-06277
PennyMac Loan Services, LLC PLAINTIFF(S)	Chiquisha Martin; The United States of America, acting by and through its Agency, The Rural Housing Service DEFENDANT(S)

Submitted by: Brock & Scott, PLLC Westpark Center 3800 Fernandina Road, Suite 110 Columbia, SC 29210	**Attorney for :** ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
PennyMac Loan Services, LLC	Chiquisha Martin	To be determined upon completion of foreclosure sale

If applicable, describe the property, including tax map information and address, referenced in the order:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 17, Woodfield Heights subdivision, on a plat entitled, "Survey for Clark E. Peden and Donna L. Peden," dated September 4, 1997, prepared by Landrith Surveying, and recorded September 19, 1997 in the ROD Office for Greenville County in Plat Book 36-I, Page 45. Reference to said plat is hereby made for a more complete description thereof.

This being the same property conveyed to Chiquisha Martin by Deed of MSE SUB I, LLC dated September 3, 2019, and

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recorded September 9, 2019, in Book DE 2575 at Page 1833 in the Office of the Register of Deeds for Greenville County, South Carolina.

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details. E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.**

Circuit Court Judge	**Judge Code**	**Date**

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of _____, 2024 and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of _____, 2024 to attorneys of record or to parties (when appearing pro se) as follows:

The United States of America, acting by and through its Agency, The Rural Housing Service 1400 Independence Avenue SW Washington, DC 20250
The United States of America, acting by and through its Agency, The Rural Housing Service 4300 Goodfellow Blvd Building 105E, FC 225 Saint Louis, MO 63120

Robert M. Sneed , Attorney for USA Department of Agriculture-Rural Housing Service, 55 Beattie Place, Suite 700, Greenville, SC 29601

ATTORNEY(S) FOR THE DEFENDANT(S)

Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road, Suite 110
Columbia, SC 29210

ATTORNEY(S) FOR THE PLAINTIFF(S)

CLERK OF COURT

Court Reporter:
E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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Greenville Common Pleas

Case Caption: PennyMac Loan Services LLC vs. Chiquisha Martin , defendant, et al

Case Number: 2023CP2306277

Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)