

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

U.S. Bank Trust Company, National Association, as Trustee, as successor-in-interest to U.S. Bank National Association, as Trustee for EMC Mortgage Loan Trust 2005-A, Mortgage Pass-Through Certificates, Series 2005-A,
Plaintiff,

v.

Walter T. German a/k/a Walter Theodore German; Peggy M. Williams a/k/a Peggy M. German; JP Morgan Chase Bank, National Association successor by merger to Washington Mutual Bank; South Carolina Department of Motor Vehicles,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO.: 2022-CP-23-00650

**MASTER IN EQUITY'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE AND REFORMATION OF
MORTGAGE**

DEFICIENCY WAIVED

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), this 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 case. Any appeal from this decision shall be directly to the South Carolina Court of Appeals.

Pursuant to the Order of Reference, a hearing was held via Zoom on March 16, 2026, 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 February 4, 2022.
2. The Summons and Complaint were filed on February 4, 2022.
3. Service was made upon the Defendants as shown by the filed proofs of service.

4. The Defendants Walter T. German a/k/a Walter Theodore German; Peggy M. Williams a/k/a Peggy M. German; JP Morgan Chase Bank, National Association successor by merger to Washington Mutual Bank are in default as shown by the filed Affidavit.

5. According to a filed Affidavit, 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 South Carolina Department of Motor Vehicles answered in this action.

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

FOR A FIRST CAUSE OF ACTION

(Reformation of Mortgage to Encumber Manufactured Home)

8. The Plaintiff is informed and believes a Skyline 1997 mobile/manufactured home containing vehicle identification number "45140272JBJA" (hereinafter "Manufactured Home") is located on the Subject Property defined herein.

9. The Defendants Walter Theodore German & Peggy M. German are listed on the certificate of title as owners of the said Manufactured Home. The Defendant JP Morgan Chase Bank, National Association successor by merger to Washington Mutual Bank are listed thereon as the lienholder of the said Manufactured Home. This information was obtained by a search of the DMV records and database.

10. The Defendant, JP Morgan Chase Bank, National Association successor by merger to Washington Mutual Bank, has or may claim to have some interest in the property by virtue of a lien on the Manufactured Home title. The Plaintiff is informed and believes that said lien has been paid in full but never satisfied of record and should be removed from the title of the

Manufactured Home OR secures the same indebtedness as the Mortgage described herein and was intended to be transferred to the Plaintiff.

11. The Plaintiff is informed and believes it was the intent of all parties to the subject loan transaction that i) that the Manufactured Home was already converted to be considered an improvement and/or permanent fixture of the Property, or that it would be converted as a part of this transaction; and ii) the Manufactured Home would be part of the secured collateral for the Mortgage. However, due to inadvertent error(s) and mistake(s), the Manufactured Home was not fully described in the Mortgage. The Mortgage's legal description should be reformed to include the Manufactured Home's information as follows:

“Also included herewith is that certain 1997 Skyline Manufactured Home bearing serial number 45140272JBJA.”

FOR A SECOND CAUSE OF ACTION

(Reformation of Mortgage)

12. Due to inadvertent error(s) and mistake(s) the subject mortgage contains an incorrect reference(s). The legal description on this instrument incorrectly references:

ALL that certain piece, parcel or lot of land shown as Lot No. 11, containing 1.49 acres, more or less, as shown on a summary plat for "Phillips Meadows, Phase I", prepared June 2, 1997, by Site Design Inc., and recorded in the RMC Office for Greenville County in Plat Book 34-V at Page 75, reference being made to said recorded plat for a more detailed metes and bounds description thereof. Being further shown on a more recent plat made for Walter T. German and Peggy M. Williams, dated August 8, 1997, made by Freeland & Associates, Inc., Engineer and Land Surveyors, and recorded in the RMC Office for Greenville County in Plat Book 36-I at Page 16.

This being the same property conveyed to Walter T. German a/k/a Walter Theodore German and Peggy M. Williams a/k/a Peggy M. German by deed of Michael K. Phillips and Mary G. Phillips dated 6/26/97, and recorded 6/27/97, in Book 1699, Page 674 in the Records for Greenville County, South Carolina.

It is the Borrowers intent that the mobile home located on the above property lose its nature as personality and that it become realty. Borrowers further certify that they have no intention to relocate or other otherwise move said mobile home.

Whereas the correct reference being:

ALL that certain piece, parcel or lot of land shown as Lot No. 11, containing 1.49 acres, more or less, as shown on a summary plat for "Phillips Meadows, Phase I", prepared June 2, 1997, by Site Design Inc., and recorded in the RMC Office for Greenville County in Plat Book 34-V at Page 75, reference being made to said recorded plat for a more detailed metes and bounds description thereof. Being further shown on a more recent plat made for Walter T. German and Peggy M. Williams, dated August 8, 1997, made by Freeland & Associates, Inc., Engineer and Land Surveyors, and recorded in the RMC Office for Greenville County in Plat Book 36-I at Page 16.

Also included herewith is that certain 1997 Skyline Manufactured Home bearing serial number 45140272JBJA.

It is the Borrowers intent that the mobile home located on the above property lose its nature as personality and that it become realty. Borrowers further certify that they have no intention to relocate or other otherwise move said mobile home.

This being the same property conveyed to Walter T. German a/k/a Walter Theodore German and Peggy M. Williams a/k/a Peggy M. German by deed of Michael K. Phillips and Mary G. Phillips dated June 26, 1997, and recorded June 27, 1997, in Book 1699, Page 674 in the Records for Greenville County, South Carolina

13. The Plaintiff alleges that the parties to the loan origination intended the Mortgage to encumber the property described in the Plaintiff's Lis Pendens filed herein. Such intent being evidenced by the inclusion of the tax map number 0648030104200 and property address 310 Langley Road, Travelers Rest, SC 29690 of said parcel in the subject Mortgage.

14. The Plaintiff further asserts that the legal description contained in the Mortgage should be reformed to recite the correct reference, which comports with public record, and this reformation should relate back to the date of its recording.

FOR A THIRD CAUSE OF ACTION

(Mortgage Foreclosure)

15. For value received, Walter T. German and Peggy M. Williams made, executed and delivered a note, dated June 18, 2001, payable to the order Washington Mutual Home Loans, Inc. in the principal amount of \$96,900.00 with interest at the rate of 8% per annum.

16. To secure the payment of the Note, Walter T. German and Peggy M. Williams made, executed and delivered a mortgage to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee, for Washington Mutual Home Loans, Inc., dated June 18, 2001, encumbering real property in Greenville County, ("Mortgage"), more fully described below ("Property"). The Mortgage was recorded on June 29, 2001, in the Greenville County Registry in Book 3508 at Page 1654.

17. The Mortgage is a valid purchase money, first lien on the Property.

18. Thereafter, the Mortgage was assigned to LaSalle Bank National Association as Trustee for Certificateholders of EMC Mortgage Loan Trust 2005-A, Mortgage Loan Pass-Through Certificates, Series 2005-A by assignment recorded on December 8, 2008 in Book MO 5014 at Page 1278. Thereafter, the Mortgage was assigned to U.S. Bank National Association, as Trustee, successor in interest to Bank of America, National Association as successor by merger to LaSalle Bank National Association as Trustee for Certificateholders of EMC Mortgage Loan Trust 2005-A, Mortgage Loan Pass-Through Certificates, Series

2005-A, by assignment recorded on May 3, 2012 in Book MO 5160 at Page 2609. Thereafter, the Mortgage was assigned to U.S. Bank Trust Company, National Association, as Trustee, as successor-in-interest to U.S. Bank National Association, as Trustee for EMC Mortgage Loan Trust 2005-A, Mortgage Pass-Through Certificates, Series 2005-A by assignment recorded on January 31, 2024 in Book 5763 at Page 2653.

19. Subsequently, Walter T. German and Peggy M. Williams did make, execute, and deliver to Select Portfolio Servicing, Inc. (servicer for the loan at the time of the modification), its successors and assigns, a certain Loan Modification Agreement, dated December 15, 2014, amending, and supplementing the Note and Mortgage described above. By virtue of the Loan Modification Agreement, the unpaid principal balance was modified to \$90,583.78, together with interest at the rate of 5.125% per annum on the unpaid balance.

20. The titleholders of record of the Property as of the filing of the Lis Pendens was/were Walter T. German and Peggy M. Williams.

21. Payment due on the Note has not been made, and the Plaintiff has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney for collection.

22. 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 customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$3,940.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed up to attendance at the hearing under the terms of the Note

and Mortgage. This sum shall be included in the judgment debt in this Order. The sum of \$2,035.00 is a reasonable additional sum for completing the foreclosure action, including but not being limited to serving the judgment and notice of sale, coordinating publication of the notice of sale, bidding at the foreclosure sale and preparing the foreclosure deed, mortgage satisfaction and report on sale. Therefore, the total sum of \$5,975.00 is a reasonable fee for services through completion of the foreclosure sale, not to include extraordinary services, including but not being limited to evictions, surplus funds claims, and rules to show cause re: omitted lienholders.

23. The amount due on the Note and Mortgage, with interest under the terms provided in the Note, as modified, 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:	03/16/2026		\$ 61,795.43
Accrued Interest From:	12/01/2022	to: 11/13/2025	\$ 9,201.62
Per diem Interest From:	11/13/2025	to: 03/16/2026	\$ 1,034.43
Accruing at:	5.125% per annum		
Real Estate Taxes:			\$ 435.96
Hazard/Property Insurance:			\$ 3,412.49
Late Charges:			\$ 78.75
Property Preservation:			\$ 372.38
Appraisal/BPO:			\$ 259.93
Title Search Costs:			\$ 400.00
Interest on Advance:			\$ 57.65
Costs of Collection Prior to Hearing:			\$ 869.97
Attorney's Fees:			\$ 3,940.00

24. Total Debt secured by Note and Mortgage, is \$81,858.61. Interest on the total debt shall accrue at the rate stated above until the judicial sale. Additional interest after the date of the judicial sale will be governed by the terms set forth below.

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

26. The Defendant(s), below claim or may claim liens upon or interests in the Property; and if there is a surplus from the sale of the Property, the validity, priority, and amount of any such claims will be determined at a hearing after the sale in accordance with Rule 71(c), SCRCP. The Defendants and claims or liens are as follows:

The Defendant, JP Morgan Chase Bank, National Association successor by merger to Washington Mutual Bank, has or may claim to have some interest in the Property by virtue of being listed as the lienholder of the said Manufactured Home. A Skyline 1997 mobile/manufactured home containing serial number "45140272JBJA. This information was obtained by a search of the DMV records and database.

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 shall be sold at public auction after statutory advertisement.
3. The Total Debt owed to the Plaintiff is \$81,858.61.
4. Interest shall continue to accrue on the Total Debt. Costs incurred after the entry of this Order up to the date of judicial sale may be added to the Total Debt.

IT IS ORDERED:

1. That the Defendant(s) liable for the Total Debt shall, prior to the judicial sale pay to the Plaintiff, or the Plaintiff's attorney, the Total Debt including accrued interest, costs, and disbursements.

2. That on default of payment, the Property shall be sold at public auction at the Greenville County Courthouse, City of Greenville, County and State aforesaid, on some convenient sales day on the following terms:
 - A. The selling officer shall require a deposit of 5% of the bid (in cash or its equivalent) to be applied to the purchase price upon compliance, but in case of non-compliance within thirty (30) days, the deposit shall be forfeited and applied to the Plaintiff's costs of sale and the balance then applied to the Plaintiff's debt.
 - B. Interest on the balance of the bid shall be paid through the day of compliance at the rate of 5.125%.
 - C. The sale shall be subject to taxes and assessments, easements and restrictions of record, and any senior encumbrances.
 - D. The Purchaser shall pay for the deed and the cost of recording.
3. If the Plaintiff is the successful bidder for less than the total debt at the time of sale, the Plaintiff shall pay only the amount of the Court's costs and expenses.
4. No personal or deficiency judgment being demanded, the bidding shall be final on the sale date and the successful bidder may comply immediately.
5. Notice of the time, date, and place of the sale and the terms thereof will be advertised according to law.
6. The selling officer will execute to the purchaser(s) a deed of the Property. If any successful bidder, other than the Plaintiff or its assignee, fails to comply with the terms of sale within thirty (30) days, the Property may be re-advertised for sale according to the same terms set forth herein until full compliance.

7. If an agent of the Plaintiff does not appear at the sale, the Property shall be withdrawn from sale and sold at the next available sales date upon the same terms.
8. The selling officer shall apply the proceeds of the sale as follows:

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

NEXT: To the payment of the Total Debt, interest, and costs as defined above; and

NEXT: Any surplus will be held pending further Order pursuant to Rule 71(c), SCRCP.
9. That it is further ORDERED that each named Defendant, and all persons claiming under him, them or it, be forever barred and foreclosed of all right, title, interest, lien, and equity of redemption in the Property, or any part thereof, to include the manufactured/mobile home.
10. IT IS FURTHER ORDERED that the South Carolina Department of Motor Vehicles is directed to issue a new certificate of title pertaining to the subject mobile/manufactured home reflecting title in the name of the successful bidder of said sale, free and clear of all liens. Mobile Home VIN is “45140272JBJA.”
11. That it is further ORDERED that the deed pursuant to this judgment and sale may contain the names of only the Plaintiff, the first-named Defendant, and the Grantee; and that the Greenville County Register of Deeds is hereby authorized to omit from the indices the names of any parties not named in the deed.
12. It is further ORDERED that the Sheriff of Greenville County may be directed to eject the occupants of the Property, together with all personal property located thereon, and put the purchaser or his/her/its assigns in full, quiet, and peaceable possession of the Property without delay.

13. That it is further ORDERED that after the Order on Sale of Real Estate has been filed, the undersigned Master in Equity shall direct the Register of Deeds to release the lien(s) being foreclosed.
14. That it is further ORDERED ADJUDGED AND DECREED that the Mortgage is reformed as described in the Findings of Fact herein above.
15. That it is further ORDERED that the following is a description of the Property to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SHOWN AS LOT NO. 11, CONTAINING 1.49 ACRES, MORE OR LESS, AS SHOWN ON A SUMMARY PLAT FOR "PHILLIPS MEADOWS, PHASE I", PREPARED JUNE 2, 1997, BY SITE DESIGN INC., AND RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK 34-V AT PAGE 75, REFERENCE BEING MADE TO SAID RECORDED PLAT FOR A MORE DETAILED METES AND BOUNDS DESCRIPTION THEREOF. BEING FURTHER SHOWN ON A MORE RECENT PLAT MADE FOR WALTER T. GERMAN AND PEGGY M. WILLIAMS, DATED AUGUST 8, 1997, MADE BY FREELAND & ASSOCIATES, INC., ENGINEER AND LAND SURVEYORS, AND RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK 36-I AT PAGE 16.

ALSO INCLUDED HERewith IS THAT CERTAIN 1997 SKYLINE MANUFACTURED HOME BEARING SERIAL NUMBER 45140272JBJA.

IT IS THE BORROWERS INTENT THAT THE MOBILE HOME LOCATED ON THE ABOVE PROPERTY LOSE ITS NATURE AS PERSONALITY AND THAT IT BECOME REALTY. BORROWERS FURTHER CERTIFY THAT THEY HAVE NO INTENTION TO RELOCATE OR OTHER OTHERWISE MOVE SAID MOBILE HOME.

THIS BEING THE SAME PROPERTY CONVEYED TO WALTER T. GERMAN A/K/A WALTER THEODORE GERMAN AND PEGGY M. WILLIAMS A/K/A PEGGY M. GERMAN BY DEED OF MICHAEL K. PHILLIPS AND MARY G. PHILLIPS DATED JUNE 26, 1997, AND RECORDED JUNE 27, 1997, IN BOOK 1699, PAGE 674 IN THE RECORDS FOR GREENVILLE COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 310 Langley Road, Travelers Rest, SC 29690

TMS:0648030104200

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

FORM 4

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE IN THE COMMON PLEAS COURT	JUDGMENT IN A CIVIL CASE CASE NO. 2022-CP-23-00650
U.S. Bank Trust Company, National Association, as Trustee, as successor-in-interest to U.S. Bank National Association, as Trustee for EMC Mortgage Loan Trust 2005-A, Mortgage Pass-Through Certificates, Series 2005-A PLAINTIFF(S)	Walter T. German a/k/a Walter Theodore German; Peggy M. Williams a/k/a Peggy M. German; JP Morgan Chase Bank, National Association successor by merger to Washington Mutual Bank; South Carolina Department of Motor Vehicles 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)
		N/A
If applicable, describe the property, including tax map information and address, referenced in the order: ALL that certain piece, parcel or lot of land shown as Lot No. 11, containing 1.49 acres, more or less, as shown on a summary plat for "Phillips Meadows, Phase I", prepared June 2, 1997, by Site Design Inc., and recorded in the RMC Office for Greenville County in Plat Book 34-V at Page 75, reference being made to said recorded plat for a more detailed metes and bounds description thereof. Being further shown on a more recent plat made for Walter T. German and Peggy M. Williams, dated August 8, 1997, made by Freeland & Associates, Inc., Engineer and Land Surveyors, and recorded in the RMC Office for Greenville County in Plat Book 36-I at Page 16.		

Also included herewith is that certain 1997 Skyline Manufactured Home bearing serial number 45140272JBJA.

It is the Borrowers intent that the mobile home located on the above property lose its nature as personality and that it become realty. Borrowers further certify that they have no intention to relocate or other otherwise move said mobile home.

This being the same property conveyed to Walter T. German a/k/a Walter Theodore German and Peggy M. Williams a/k/a Peggy M. German by deed of Michael K. Phillips and Mary G. Phillips dated June 26, 1997, and recorded June 27, 1997, in Book 1699, Page 674 in the Records 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 _____, 2026 and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of _____, 2026 to attorneys of record or to parties (when appearing pro se) as follows:

**South Carolina Department of Motor Vehicles Curtis R
Hutchinson Post Office Box 1498 Blythewood, SC
29016**

**South Carolina Department of Motor Vehicles c/o
Frank L. Valenta, Jr., Esq PO Box 1498 Blythewood,
SC 29016**

**Tasha B. Thompson, Attorney for SC Housing Corp,
300-C Outlet Pointe Boulevard, Columbia, SC 29210
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), SCRPC.

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.



Greenville Common Pleas

Case Caption: US Bank National Association , plaintiff, et al vs. Walter T German ,
defendant, et al
Case Number: 2022CP2300650
Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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