

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	
	)	2025CP2300054
Fairview Chase Homeowners' Association	)	
	)	
Plaintiff,	)	
	)	Master in Equity Order And Judgment of
	)	Foreclosure and Sale
vs.	)	Deficiency Demanded as to Wilbert Isaac Gomez
	)	Ditren, Gely Yurbania Gomez de Gomez
	)	
Wilbert Isaac Gomez Ditren, Gely	)	
Yurbania Gomez de Gomez,	)	
Freedom Mortgage Corporation,	)	
South Carolina Department of	)	
Revenue, and Secretary Housing	)	
and Urban Development	)	
Defendants.	)	
	)	

Pursuant to Rule 53 SCRCF, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the case. Any appeal from this Order is to the Supreme Court of South Carolina or to the South Carolina Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held via WebEx on February 5, 2026. Present at the hearing was A. Lyon Bixler counsel for Plaintiff and Wilber Isaac Gomez Ditren. Based on the pleadings and the evidence submitted at today's hearing, I find, conclude and order as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on January 3, 2025.
2. The Summons and Complaint were filed on January 3, 2025.
3. Service was made upon Defendants as shown by proof of service filed herein.

4. Wilbert Isaac Gomez Ditren and Gely Yurbanía Gomez de Gomez, owners of the herein described property have failed to answer or otherwise appear in this action. Both Affidavit of Default and Affidavit of Non-military Service have been filed with the Court and these Defendants are in Default
5. All other Defendants have filed an Answer in response to the Summons and Complaint.
6. A Notice of Hearing was mailed to all Defendants and/or all attorneys of record stating the date, time, and location of the hearing.
7. The titleholders of record in and to the property herein described as of the filing of the Lis Pendens in the action are Wilbert Isaac Gomez Ditren and Gely Yurbanía Gomez de Gomez.
8. The property herein described was purchased subject to the Declaration of Covenants, Conditions, and Restrictions for Fairview Chase Subdivision (hereinafter "Covenants"), which are recorded in the Office of Register of Deeds for Greenville County in Deed Book 2238 beginning at Page 481.
9. The Covenants require the payment of annual assessments or charges.
10. Payment due to Plaintiff is past due since September 1, 2021. The Defendants Wilbert Isaac Gomez Ditren and Gely Yurbanía Gomez de Gomez are delinquent in their homeowner's dues, plus interest in the amount of Two Thousand Six Hundred Forty-Six and 84/100ths (\$2,646.84) Dollars as the date of the date of the hearing.
11. I find that since the inception of this action, Plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title

on the subject property from the date the current owner received the property to the date of the filing of the Lis Pendens. He has been responsible for the preparation of the following pleadings:

- a. Summons and Complaint for Foreclosure;
- b. Lis Pendens;
- c. Affidavit of Non-military Service;
- d. Affidavit of Default;
- e. Order of Reference;
- f. Preparation for and court appearance before the Master in Equity;
- g. Proposed Final Decree;
- h. Other documents as applicable pertaining to service and finalization of this action.

Future duties include arranging and coordinating the amount to be bid by the Plaintiff, representation of the Plaintiff at the sale, and preparation of post-sale documentation as required. In light of the six factors to consider in determine the award of attorney's fees set forth in *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659(1993) and the potential liabilities inherent in a property matter and the attendant responsibilities, I find that the attorney's fees requested by the Plaintiff in the amount of \$4,816.60 are reasonable.

12. The costs for bringing this action are as follows:

a) Filing fee for Summons and Complaint	\$180.32
b) Title Search	\$95.00
c) Process Server	\$110.00
d) Postage for Service on Remaining Defendants	\$51.16
e) Military Service Verification	\$160.00
f) Court Reporter Fee	\$32.50
g) Filing fee for Motion of Default	\$31.74
h) Filing fee for Motion and Order of Reference	\$31.74
i) Filing Fee for Proposed Order	\$31.74
j) Master in Equity Fee	<u>\$125.00</u>
k) TOTAL	\$849.20

13. The amount due and owing to Plaintiff, with interest at the rate provided in the Covenants, and other costs and expenses of collection, including attorney's fees, secured by the note and mortgage, is as follows:

a)	Principal balance and interest due:	\$ 2,646.84
b)	Costs:	\$ 849.20
c)	Attorney's fees:	<u>\$ 4,816.60</u>
	TOTAL DEBT	<u>\$ 8,312.64</u>

All accruing assessments and interest as provided for by the Covenants shall be added to such judgment debt to comprise the amount of Plaintiff's debt secured by lien.

14. Prior to the hearing, Wilbert Isaac Gomez Ditren indicated to Plaintiff's counsel that he and Gely Yurbania Gomez de Gomez wanted to discuss a payment plan. The record following the hearing was left open to see if the parties could reach a resolution.
15. The Plaintiff and Wilbert Isaac Gomez Ditren and Gely Yurbania Gomez de Gomez entered into a Settlement Agreement in which Wilbert Isaac Gomez Ditren and Gely Yurbania Gomez de Gomez acknowledge as owners of the herein described property they are responsible for the payment of assessments pursuant to the Covenants.
16. The terms of the Settlement Agreement are as follows:
- a. Owners acknowledge and confess that they have failed to pay assessment in the total amount of \$8,412.64 which represent the Total Debt listed above plus \$100 for the preparation of the Settlement Agreement.

- b. Defendants, Wilbert Isaac Gomez Ditren and Gely Yurbanian Gomez de Gomez, shall make a minimum payment of \$220.00 per month toward the \$8,412.64 ("Settlement Amount"), commencing on the last day of February and thereafter on or before the last calendar day of each month until the Settlement Amount.
 - c. The payments made pursuant to the Settlement Agreement shall only apply to the Settlement Amount.
 - d. All other assessments levied during the repayment period shall be paid when such assessments come due.
 - e. All payments shall be made via money order or cashier's check made payable to Fairview Chase Homeowner's Association, Inc. and delivered or mailed to Babb, Bixler and Dollar at 505 W. Butler Rd., Greenville, SC, 29607.
 - f. Should the Defendants Wilbert Isaac Gomez Ditren and Gely Yurbanian Gomez de Gomez fail to make payments pursuant to the Settlement Agreement, the property shall be sold as set forth herein.
17. The Plaintiff's lien is subordinate and junior to the lien of Freedom Mortgage Corporation and South Carolina Department of Revenue.
18. The Plaintiff's lien is superior to and has priority over the liens of Secretary of Housing and Urban Development.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of its lien, and the property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED:

1. There is due to the Plaintiff on the obligation set forth in the Complaint the sum of \$8,412.64 representing the “Total Debt” due Plaintiff, as set forth herein, together with all accruing assessments and interest as provided by the Covenants.
2. The terms of the Settlement Agreement are adopted as part of this Order.
3. That on default of payment pursuant to the Settlement Agreement, the premises hereinafter described, shall be sold by the Master in Equity at public auction, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday) on the following terms, that is to say:
 - A. FOR CASH: The Master in Equity will require a deposit of 5% of 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 applied to the costs and then to Plaintiff’s debt.
 - B. Interest on the balance of the bid shall be paid through the day of compliance at the rate of 18% per annum.
 - C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record, specifically including the senior mortgage held by the Freedom Mortgage Corporation and the lien of South Carolina Department of Revenue.

- D. Purchaser to pay for the deed and costs of recording the deed.
4. If Plaintiff be 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 Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.
 5. A personal or deficiency judgment being demanded, the bidding will remain open after the date of sale, but compliance with the bid may be made immediately, but no later than thirty (30) days following the sale.
 6. That the Master in Equity will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, or any other person, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser or Purchasers should fail to comply with the terms thereof within thirty (30) days after date of sale, then the Master in Equity may re-advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.
 7. That should the Plaintiff, Plaintiff's attorney or agent fail to appear on sales day, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect; the property shall be re-advertised and sold at some convenient sales day thereafter when the Plaintiff, Plaintiff's attorney, or agent is present.
 8. That the Master in Equity will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action as hereinbefore set forth, including the amount of attorneys' fees set forth above.

NEXT: To the payment of the amount of the Plaintiff's debt and interest 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.

9. IT IS FURTHER ORDERED that in the event the successful bidder is other than the Defendant in possession herein, the Sheriff of Greenville County is 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 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.
10. IT IS FURTHER ORDERED that in the event of default of the Settlement Agreement and the property is sold, Defendants, Wilbert Isaac Gomez Ditren and Gely Yurbanian Gomez de Gomez, and all persons whomsoever claiming under him, her, or them, be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said mortgaged premises so sold, or any part thereof.
11. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the Plaintiff and the first named Defendant who was the titleholder of the mortgaged property at the time of filing of the Lis Pendens, and the name of the Grantee; and that the Register of Deeds or Clerk of

Court is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

12. IT IS FURTHER ORDERED that the successful bidder shall take title subject to the lien of Freedom Mortgage Corporation and South Carolina Department of Revenue, as well as any other senior liens of record.
13. IT IS FURTHER ORDERED if Plaintiff shall be the successful bidder and shall take title to the subject property, Defendants, Freedom Mortgage Corporation and South Carolina Department of Revenue, shall provide the account number and payoff of its note and mortgage.
14. IT IS FURTHER ORDERED that the liens of the Secretary of Housing and Urban Development be extinguished according to South Carolina law.
15. The Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance or disposing of any surplus funds pursuant to Rule 71(c), SCRCP.
16. That after the Order on Sale of Real Estate has been issued and filed, the Master in Equity shall direct the Clerk of Court/Register of Deeds to release of record the mortgage lien being foreclosed, which mortgage lien is described in the Findings of Facts hereinabove.
17. That the following is a description of the premises herein ordered to be sold:

ALL that certain piece, parcel or lot of land being and situate in the State of South Carolina, County of Greenville, being shown and designated as Lot 86 of Fairview Chase Subdivision on a plat entitled "Final Plat Fairview Chase Subdivision," dated November 29, 2005, prepared by Arthur E. White, Jr., and recorded in the Office of the Register of Deeds for Greenville County in Plat Book

50-R, Page 61. Reference to said plat is hereby made for a more complete description thereof.

Tax Map Number: 0566.12-01-086.00

Property Address: 325 River Edge Circle, Simpsonville, SC 29680

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2025CP2300054

Fairview Chase Homeowners'
Association

Wilbert Isaac Gomez
Ditren, Gely Yurbanian
Gomez de Gomez,
Freedom Mortgage
Corporation, South
Carolina Department
of Revenue, and
Secretary Housing and
Urban Development

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: A. Lyon Bixler

Attorney for: ☒ Plaintiff ☐
Defendant ☐ 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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
- ☐ Other: _____
- ☐ Rule 43(k), SCRPC (Settled);
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) ☐ Bankruptcy;
- ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **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)
Fairview Chase Homeowners' Association	Wilbert Isaac Gomez Ditren, Gely Yurbanian Gomez de Gomez, Freedom Mortgage Corporation, South Carolina Department of Revenue, and Secretary Housing and Urban Development	
If applicable, describe the property, including tax map information and address, referenced in the order: Tax Map Number# 0566.12-01-086.00 Property Address: 325 River Edge Circle, Simpsonville, SC 29680		

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.**

Circuit Court Judge	Judge Code	Date
For Clerk of Court Office Use Only		
This judgment was entered on appropriate attorney's box on se) as follows:	, and a copy mailed first class or placed in the to attorneys of record or to parties (when appearing pro	
A. Lyon Bixler	Robert J. Thomas for South Carolina Department of Revenue Tyler J. Mitchell for Freedom Mortgage Company Robert M. Sneed for Secretary of Housing and Urban Development	
ATTORNEY(S) FOR THE PLAINTIFF(S)	ATTORNEY(S) FOR THE DEFENDANT(S)	

Court Reporter:

- Clerk of Court

**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: Fairview Chase Homeowners Association vs. Wilbert Issac Gomez
Ditren , defendant, et al
Case Number: 2025CP2300054
Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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