

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MidFirst Bank,

Plaintiff,

v.

James Gregory Baboulis; Lori Baboulis;
Discover Bank; Goldman Sachs Bank
USA; The United States of America, acting
by and through its Agency, The Secretary
of Housing and Urban Development,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO.: 2025-CP-23-06644

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

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 August 17, 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 October 14, 2025.
2. The Summons and Complaint were filed on October 14, 2025.
3. Service was made upon the Defendant(s) as shown by the filed proofs of service.
4. The Defendant(s) James Gregory Baboulis; Lori Baboulis; Discover Bank; Goldman Sachs Bank USA is/are in default as shown by the filed Certificate.

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(s) The United States of America, acting by and through its Agency, The Secretary of Housing and Urban Development answered in this action.
7. All Defendant(s) was/were notified of the time, date and place of this hearing.
8. For value received, James Gregory Baboulis made, executed and delivered a note, dated November 16, 2017, payable to the order of Movement Mortgage, LLC in the principal amount of \$216,021.00 with interest at the rate of 4.875% per annum.
9. To secure the payment of the Note, James Gregory Baboulis and Lori Baboulis made, executed and delivered a mortgage to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Movement Mortgage, LLC, dated November 16, 2017, encumbering real property in Greenville County, ("Mortgage"), more fully described below ("Property"). The Mortgage was recorded on November 22, 2017, in the Greenville County Registry in Book 5415 at Page 1860 and rerecorded on December 21, 2017 in Book 5419, Page 731.
10. The Mortgage is a valid purchase money, first lien on the Property.
11. Thereafter, the Mortgage was assigned to Movement Mortgage, LLC by assignment recorded on March 23, 2021 in Book 5606 at Page 2064. Thereafter, the Mortgage was assigned to MidFirst Bank by assignment recorded on December 2, 2021 in Book 5662 at Page 3721.
12. Subsequently, James Gregory Baboulis and Lori Baboulis did make, execute and deliver to MidFirst Bank (servicer for the loan at the time of the modification), its successors

and assigns, a certain Loan Modification Agreement, dated February 1, 2022, amending and supplementing the Note and Mortgage described above. By virtue of the Loan Modification Agreement, the unpaid principal balance was modified to \$242,292.45, together with interest at the rate of 3.125% per annum on the unpaid balance.

13. The titleholder(s) of record of the Property as of the filing of the Lis Pendens was/were James Gregory Baboulis and Lori Baboulis.

14. 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.

15. 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 \$3,945.00 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 \$1,155.00 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 \$5,100.00 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.

16. 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:	08/17/2026		\$ 189,312.66
Accrued Interest From:	08/01/2024	to: 08/23/2026	\$ 12,188.58
Per diem Interest From:	08/23/2026	to: 08/17/2026	(\$ 97.25)
Accruing at:	3.125% per annum		
Late Charges:			\$ 68.58
Real Estate Taxes			\$ 2,376.55
Hazard/Property Insurance:			\$ 3,338.04
P.M.I./M.I.P.:			\$ 1,626.58
Property Inspections:			\$ 600.00
Credits:			(\$ 117.48)
Costs of Collection Prior to Hearing:			\$ 1,776.65
Attorney's Fees:			\$ 3,945.00

17. Total Debt secured by Note and Mortgage, is \$215,017.91. 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.

18. 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), SCRCPP.

19. 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), SCRCPP. The Defendants and claims or liens are as follows:

A. The Defendant, Discover Bank, has or may claim to have some interest

in the Property by virtue of a judgment lien against James G. Baboulis, in the original principal amount of \$3,557.75, which lien was filed in the Greenville County Records on May 28, 2019 in Civil Action No. 2019-CP-23-01167. 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.

B. The Defendant, Goldman Sachs Bank USA, has or may claim to have some interest in the Property by virtue of a judgment lien against Lori Baboulis, in the original principal amount of \$14,643.29, which lien was filed in the Greenville County Records on November 5, 2021 in Civil Action No. 2021-CP-23-02039. 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.

C. The Defendant, The United States of America, acting by and through its Agency, The Secretary of Housing and Urban Development, has or may claim to have some interest in the Property by virtue of a mortgage given by James Gregory Baboulis and Lori Baboulis, in the original principal amount of \$42,140.92, which mortgage was recorded/filed or assigned to Defendant in the Greenville County Records on February 3, 2022 in Book 5674 at Page 1224. 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.

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 \$215,017.91.
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 3.125%.
 - 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.
10. 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 authorized to omit from the indices the names of any parties not named in the deed.
11. 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.
12. 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.

13. 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 SITUATE, LYING AND BEING IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING KNOWN AND DESIGNATED AS LOT NO. 5 OF MOUNTAIN SHADOWS MADE BY R. B. BRUCE, SURVEYORS, DATED APRIL 28, 1969, RECORDED IN THE REGISTER OF DEEDS OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, IN PLAT BOOK 4-N, PAGE 7 AND BEING MORE PARTICULARLY SHOWN AND DESIGNATED AS LOT NO. 5 OF MOUNTAIN SHADOWS UPON A PLAT ENTITLED "SURVEY FOR GEORGIOS PAPATHEODOROU AND ROBIN E. VISEL" DATED AUGUST 12, 1991, PREPARED BY LANDRITH SURVEYING, OF RECORD IN THE REGISTER OF DEEDS OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA IN PLAT BOOK 20-V, PAGE 63 AND HAVING THE METES AND BOUNDS, COURSES AND DISTANCES AS UPON SAID PLAT APPEAR. FOR A MORE ACCURATE AND DETAILED DESCRIPTION AS TO THE METES AND BOUNDS, COURSES AND DISTANCES, REFERENCE IS INVITED TO THE HERETOFORE REFERENCED PLAT.

THIS BEING THE SAME PROPERTY CONVEYED TO JAMES GREGORY BABOULIS AND LORI BABOULIS, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, BY DEED OF CLIVE HATHERLEY AND ELIZABETH HATHERLEY DATED NOVEMBER 16, 2017 AND RECORDED NOVEMBER 22, 2017 IN BOOK 2526 AT PAGE 2669 IN THE OFFICE OF THE REGISTER OF DEEDS FOR GREENVILLE, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 306 Plano Dr, Greenville, SC 29617

TMS: 0428.00-01-216.00

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. 2025-CP-23-06644
MidFirst Bank PLAINTIFF(S)	James Gregory Baboulis; Lori Baboulis; Discover Bank; Goldman Sachs Bank USA; The United States of America, acting by and through its Agency, The Secretary of Housing and Urban Development DEFENDANT(S)
Submitted by: Brock & Scott, PLLC 1400 Browning Road, Suite 160 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)
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	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 situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 5 of Mountain Shadows made by R. B. Bruce, Surveyors, dated April 28, 1969, recorded in the Register of Deeds Office for Greenville County, South Carolina, in Plat Book 4-N, Page 7 and being more particularly shown and designated as Lot No. 5 of Mountain Shadows upon a plat entitled "Survey for Georgios Papatheodorou and Robin E. Visel" dated August 12, 1991, prepared by Landrith Surveying, of record in the Register of Deeds Office for Greenville County, South Carolina in Plat Book 20-V, Page 63 and having the metes and bounds, courses and distances as upon said plat appear. For a more accurate and detailed description as to the metes and bounds, courses and distances, reference is invited to the heretofore referenced plat. This being the same property conveyed to James Gregory Baboulis and Lori Baboulis, as joint tenants with right of survivorship, by Deed of Clive Hatherley and Elizabeth Hatherley dated November 16, 2017 and recorded November 22, 2017 in Book 2526 at Page 2669 in the Office of the Register of Deeds for Greenville, 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:

The United States of America, acting by and through its Agency, The Secretary of Housing and Urban Development 1441 Main Street Suite 500 Columbia, SC 29201

Robert M. Sneed , Attorney for USA HUD, 55 Beattie Place, Suite 700, Greenville, SC 29601
ATTORNEY(S) FOR THE DEFENDANT(S)

Brock & Scott, PLLC
1400 Browning Road, Suite 160
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.



Greenville Common Pleas

Case Caption: Midfirst Bank vs. James Gregory Baboulis , defendant, et al
Case Number: 2025CP2306644
Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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