

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

IN THE CIRCUIT COURT

Founders Federal Credit Union,

Case No. 2023-CP-23-01633

Plaintiff,

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

vs.

Jody Hudson a/k/a Jody Adam Hudson,

**(Deficiency Demanded as to  
Jody Hudson a/k/a Jody Adam Hudson)**

Defendant.

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the Greenville County Master-In-Equity to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this cause. Any appeal from this Order is to the South Carolina Court of Appeals.

Pursuant to the Order of Reference granted in the above-entitled case, a hearing was held before The Honorable Charles B. Simmons, Jr., Master-In-Equity for Greenville County on the 16th day of August 2023.

**FINDINGS OF FACT**

Based upon the pleadings in this case and the representations of the parties appearing at the hearing, this Court finds as follows:

1. The Summons, Verified Complaint, Certificate of Exemption from ADR, Attorney's Certification regarding Foreclosure Intervention, Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act and Lis Pendens were filed by Founders Federal Credit Union ("FFCU" or "Plaintiff") in the Office of the Clerk of Court for Greenville County on April 4, 2023.

2. Service was made upon Defendant Jody Hudson a/k/a Jody Adam Hudson

(“Defendant Hudson”) on April 19, 2023, as is shown by the Affidavit of Service filed in the Office of the Clerk of Court for Greenville County on April 25, 2023.

3. The Affidavit of Default and Non-Military Service as to Jody Hudson a/k/a Jody Adam Hudson was filed in the Office of the Clerk of Court for Greenville County on July 11, 2023.

4. On July 17, 2023, an Order of Reference was filed in the Office of the Clerk of Court for Greenville County, referring this matter to the Master-In-Equity for Greenville County.

5. A Notice of Hearing and Certificate of Service were filed in the Office of the Clerk of Court for Greenville County on July 26, 2023, evidencing notice to Defendant Hudson of the foreclosure hearing scheduled for August 16, 2023.

6. On or about May 24, 2019, the Plaintiff extended a loan to Defendant Hudson in the original principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the “Loan”), together with interest at the rate provided therein. The Loan is evidenced by that certain Adjustable Rate Note (the “Note”) executed by Defendant Hudson in favor of the Plaintiff.

7. To secure the payment of the indebtedness evidenced by the Note, according to the terms and conditions thereof, Defendant Hudson, on or about May 24, 2019, made, executed, and delivered to the Plaintiff that certain Mortgage (the “Mortgage”) whereby said Defendant granted the Plaintiff a mortgage lien on certain real property located in Greenville County, South Carolina (the “Mortgaged Premises”), described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, located on Bowater Pass, being shown and designated as 5.0 acres, more or less, on a plat for Randall R. Pruitt, dated April 25, 2005, prepared by T.H. Walker, Jr., RLS, recorded in the ROD Office for Greenville County in Plat Book 49-U at Page 92. Reference is

hereby made to said plat for a more detailed metes and bounds description thereof.

Also, a twenty-five foot easement for ingress and egress from Hillside Church Road as shown on the above-referenced plat and an undivided interest in the right-of-way as originally granted in Deed Book 1410, Page 569.

Includes a 1998 Silk Mobile Home, Serial No. SHAL05394A&B permanently affixed to the real property.

DERIVATION: This being the same property conveyed to Jody Hudson by Deed of Wells Fargo Bank, National Association dated December 1, 2014, recorded March 9, 2015, in Deed Book 2461 at Page 530, and re-recorded July 30, 2015, in Deed Book 2470, Page 1772, in the Register of Deeds Office for Greenville County, South Carolina.

TMS: 0565.01-01-021.12

ADDRESS: 113 Bowater Pass, Fountain Inn, SC 29644

8. The Mortgage was filed and recorded in the Office of the Greenville County Register of Deeds on June 3, 2019, in Book 5481 at Page 2017. Defendant Hudson is now, and was at the time of filing of the Lis Pendens, the titled owner of the Mortgaged Premises.

9. It appears to the Court that the Mortgage constitutes a valid first mortgage lien upon the Mortgaged Premises.

10. Defendant Hudson's obligations under the terms and conditions of the Note and the Mortgage are in default for, among other reasons, the failure of the Defendant to repay the indebtedness in accordance with the terms thereof.

11. The Note and the Mortgage provide that in the event of default in any of the terms thereof, the whole amount of debt secured by the Mortgage will become immediately due and payable.

12. By reason of the failure of Defendant Hudson to comply with the terms and conditions of the Note and the Mortgage, the Plaintiff has declared the entire indebtedness

immediately due and payable, and, as a further result of the said default, the Plaintiff is entitled to foreclose its mortgage lien on the Mortgage Premises.

13. The Plaintiff has sent notice to Defendant Hudson of the default as required by and conforming to applicable law.

14. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including reasonable attorneys' fees and costs, is as follows:

Principal as of August 16, 2023	\$95,612.93
Interest as of August 16, 2023 Per Diem: \$13.75; Interest Rate: 5.25%	\$ 3,746.05
Other ( <i>late fees</i> )	\$ 414.15
( <i>negative escrow</i> )	\$ 325.77
Attorneys' Fees and Costs (allowed by the Court)	\$ 5,386.06
<b>TOTAL DEBT ON THE NOTE AS OF AUGUST 16, 2023</b>	<b>\$105,484.96</b>

15. The Plaintiff seeks a judgment of foreclosure as to the Mortgaged Premises for the full amount of the indebtedness found to be due and owing to the Plaintiff under the Note and Mortgage.

16. The Plaintiff is entitled to judgment barring the Defendant and all persons claiming by or through the Defendant from all right, title and interest in or to the Mortgaged Premises, and each and every part thereof.

17. Pursuant to the *Affidavit of Attorneys' Fees and Costs* (the "Fee Affidavit") filed in this case, the Plaintiff seeks that the subject indebtedness include attorneys' fees in the amount of \$4,000.00, and costs in the amount of \$1,386.06. The Court finds that these fees and costs are

reasonable based on the reasons set forth in the Fee Affidavit and the six factors set forth by the South Carolina Supreme Court in *Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991) ((1) nature, extent and difficulty of case; (2) time necessarily devoted to case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; and (6) customary legal fees for similar services). In light of the potential liabilities inherent in a property matter, and the work performed by Plaintiff's counsel in this action, the Court finds that the fees and costs in the Fee Affidavit are reasonable and should be included in the subject indebtedness.

18. The Plaintiff does not waive, but specifically demands judgment against Defendant Hudson for the full amount found to be due and owing under the Note and Mortgage, with the right to enter personal judgment against Defendant Hudson for any deficiency remaining after the sale of the Mortgaged Premises.

### **CONCLUSIONS OF LAW**

I, therefore, conclude as follows:

1. Plaintiff should have judgment of foreclosure of its Mortgage and the Mortgaged Premises should be ordered sold at public auction after due advertisement. The sale shall be made subject to taxes and assessments that are due on the day of sale. After making the required deposit, the successful bidder at the sale should be required to pay interest at the contract rate of 5.25% per annum until the date of compliance.

2. Plaintiff is entitled to Judgment against Defendant Hudson for the total amount of the indebtedness due and owing to Plaintiff, as set forth hereinabove, with the right to enter personal judgment against Defendant Hudson for any deficiency remaining after the sale of the Mortgaged Premises.

3. Plaintiff is entitled to attorneys' fees in the amount of \$4,000.00 and costs in the amount of \$1,386.06 for a combined total of fees and expenses in the amount of \$5,386.06 as part of the subject indebtedness.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The mortgage loan at issue in this action is neither owned, securitized or guaranteed by Fannie Mae or Freddie Mac, nor is it being serviced by a servicer participating in the Home Affordable Modification Program (the "HMP"); therefore, the real property subject to this action is not subject to the HMP or the HMP Guidelines promulgated by the United States Department of the Treasury dated March 4, 2009, as may be amended or supplemented from time to time.

2. Upon information and belief, the indebtedness due and owing to the Plaintiff by Defendant Hudson is secured by real property that is an "owner-occupied dwelling" as defined by Administrative Order No. 2011-05-02-01, and, it is, therefore, subject to the provisions of Administrative Order No. 2011-05-02-01. However, the Plaintiff and Defendant Hudson have already participated in foreclosure intervention as more completely set forth in the Attorney's Certification Regarding Foreclosure Intervention filed contemporaneously herewith. The provisions of Administrative Order No. 2011-05-02-01 have been satisfied and the Plaintiff has complied with Administrative Order No. 2011-05-02-01.

3. The loan, under which the indebtedness arises is not a "Federally Backed Mortgage Loan" as defined by § 4022(a)(2) of the federal Coronavirus Aid, Relief, and Economic Security Act, and, therefore, it is not subject to the provisions of Administrative Orders 2020-04-30-02 and 2020-05-06-01.

4. There is due to Plaintiff on the Note and Mortgage set forth in the Complaint, the sum of One Hundred Five Thousand Four Hundred Eighty-Four and 96/100 (\$105,484.96), representing the "Total Debt" due to Plaintiff on the Note, together with interest on the principal balance from August 17, 2023, to the date of judgment at the contract rate of 5.25% per annum.

5. The Total Debt amount due in the preceding paragraph (supra, and later accrued interest on the principal at the contract rate of 5.25% per annum on the principal to the date of judgment) shall constitute the total judgment debt due to Plaintiff and shall bear interest after the date of judgment at the legal rate of 11.50% compounded annually.

6. Defendant Hudson shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and expenses of this action.

7. On default of payment at or before the time herein indicated, the Mortgaged Premises described in the Complaint, as hereinafter set forth, shall be sold by the Master-In-Equity for Greenville County or his agent at public auction, at Greenville, South Carolina, 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 the next Tuesday succeeding such holiday), on the following terms, that is to say:

(a) FOR CASH: The Master-In-Equity or his agent will require a deposit of 5% on the amount bid (in cash or equivalent) same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days same to be forfeited and applied to the costs and any surplus pending further order of the Court.

(b) Interest on the balance of the bid shall be paid through the day of compliance at the contract rate of 5.25% per annum.

(c) The sale shall be subject to the taxes and assessments due on the day of such sale, and existing easements and restrictions of record.

(d) Purchaser shall pay for the preparation of the deed and costs of recording the deed.

8. If Plaintiff is the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses, and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master-In-Equity for Greenville County only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

9. Personal or deficiency judgment having not been waived, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720, (1976).

10. The Master-In-Equity for Greenville County, will by advertisement according to law, give notice of the time and place of sale, and the terms thereof and will execute to the purchaser, or purchasers, a deed to the realty sold. Plaintiff, or any other party to this action, may become a Purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within twenty (20) days after date of sale, then the Master-In-Equity for Greenville County may advertise the said property for sale on the next, or some other subsequent sales day, at the risk of the former highest bidder, and so from time to time thereafter until a full compliance shall be secured.

11. The Master-In-Equity for Greenville County shall apply the proceeds of the sale as follows:

First: To payment of the costs and disbursements of this action;

Next: To the payment to Plaintiff or its attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same.



Next: Any surplus will be held pending further Order of this Court.

12. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than Defendant Hudson and if a Writ of Assistance is presented, the Sheriff of Greenville County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in such peaceable possession.

13. And it is further ORDERED, ADJUDGED AND DECREED that Defendant Hudson and all persons whosoever claiming under Defendant Hudson 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.

14. IT IS FURTHER ORDERED that, pursuant to S.C. Code Ann. § 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to said sale shall be indexed in the grantor index by the Registrar of Deeds in the name of the owner of record of the Mortgaged Premises immediately prior to execution of the deed, as well as in the name of the Master-In-Equity for Greenville County, who executes such deed as grantor.

15. The Master-In-Equity will retain jurisdiction to do all the necessary acts incidental to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71 (c), SCRCF.

16. The Mortgaged Premises ordered to be sold is described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, located on Bowater Pass, being shown and designated as 5.0 acres, more or less, on a plat for Randall R. Pruitt, dated April 25, 2005, prepared by T.H. Walker, Jr., RLS, recorded in the ROD Office for Greenville County in Plat Book 49-U at Page 92. Reference is hereby made to said plat for a more detailed metes and bounds description thereof.

Also, a twenty-five foot easement for ingress and egress from Hillside Church Road as shown on the above-referenced plat and an undivided interest in the right-of-way as originally granted in Deed Book 1410, Page 569.

Includes a 1998 Silk Mobile Home, Serial No. SHAL05394A&B permanently affixed to the real property.

DERIVATION: This being the same property conveyed to Jody Hudson by Deed of Wells Fargo Bank, National Association dated December 1, 2014, recorded March 9, 2015, in Deed Book 2461 at Page 530, and re-recorded July 30, 2015, in Deed Book 2470, Page 1772, in the Register of Deeds Office for Greenville County, South Carolina.

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17. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if Plaintiff or Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sales will be rescheduled for the next available sales day.

AND IT IS SO ORDERED.

**[JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW]**



All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, located on Bowater Pass, being shown and designated as 5.0 acres, more or less, on a plat for Randall R. Pruitt, dated April 25, 2005, prepared by T.H. Walker, Jr., RLS, recorded in the ROD Office for Greenville County in Plat Book 49-U at Page 92. Reference is hereby made to said plat for a more detailed metes and bounds description thereof.  
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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.**

**Master-In-Equity** **Judge Code** **Date**

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney’s box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

Suzanne Taylor Graham Grigg  
MAYNARD NEXSEN PC  
1230 Main Street, Suite 700 (29201)  
Post Office Box 2426  
Columbia, South Carolina 29202  
Telephone: 803-771-8900  
Fax: 803-253-8277

\_\_\_\_\_  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE PLAINTIFF(S)**

\_\_\_\_\_  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE DEFENDANT(S)**

\_\_\_\_\_  
**CLERK OF COURT**

**Court Reporter:**



Greenville Common Pleas

**Case Caption:** Founders Federal Credit Union vs. Jody Hudson , defendant, et al

**Case Number:** 2023CP2301633

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

And It Is So Ordered!

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