

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2022-CP-23-06776

HMC Assets, LLC solely in its  
capacity as Separate Trustee of CAM  
XI Trust,  
Plaintiff,

**MASTER'S ORDER AND JUDGMENT OF  
FORECLOSURE AND SALE**  
**Deficiency Judgment Waived**

v.

Cynthia Gravely Stephens; River Birch  
Homeowners Association Inc.; Secretary of  
Housing and Urban Development,  
Defendants.

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McMichael Taylor Gray, LLC  
Attorney for Plaintiff

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled action 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 action. Any appeal from the decision of the Master in Equity shall be directly to the Supreme Court of South Carolina or the South Carolina Court of Appeals.

Pursuant to the said reference, a hearing was held via Zoom on July 17, 2023, attended by the attorneys of record, the testimony was taken, 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 December 19, 2022.
2. The Summons and Complaint were filed on December 19, 2022.
3. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.
4. No Defendant filed an answer in this action.
5. Defendants Cynthia Gravely Stephens and River Birch Homeowners Association Inc are in default as shown by the Affidavit filed herein.
6. According to an Affidavit filed herein, no Defendant is in the military service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, and any amendments thereto.

7. All Defendants were notified of the time, date and place of the hearing in this matter.
8. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01.
9. For value received, Alvin L. Gravely and Mary S. Gravely made, executed and delivered a Note, dated December 26, 2007, promising thereby to pay to the order of Wells Fargo Bank, N.A., a principal amount equal to the sum of all Loan Advances with a maximum amount of \$262,500.00, with interest at the rate of 4.200% per annum. Other terms and conditions are stated in the Note, which is of record herein.
10. To better secure the payment of the Note described above, Alvin L. Gravely and Mary S. Gravely made, executed and delivered to Wells Fargo Bank, N.A., a mortgage, in writing, dated December 26, 2007, covering real property in Greenville County. The Mortgage was recorded on January 9, 2008, and is of record in the Office of the Register of Deeds for Greenville County in Book MO 4905, Page 221.
11. By an Assignment of Mortgage executed October 11, 2017, Wells Fargo Bank, N.A. assigned the Mortgage to Nationstar Mortgage LLC D/B/A Champion Mortgage Company. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on October 16, 2017 in Book MO 5410, Page 0719.
12. By an Assignment of Mortgage executed January 9, 2019, Nationstar Mortgage LLC D/B/A Champion Mortgage Company assigned the Mortgage to Secretary of Housing and Urban Development. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on January 9, 2019 in Book MO 5464, Page 4425.
13. By an Assignment of Mortgage executed October 4, 2022, Secretary of Housing and Urban Development assigned the Mortgage to HMC Assets LLC Solely in its Capacity as Separate Trustee of CAM XI Trust. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on October 13, 2022 in Book MO 5712, Page 0300.
14. The Plaintiff is informed and believes that the Mortgage constitutes a valid first mortgage lien on the subject Property.
15. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
16. Any notice required by the terms of the Mortgage or by state and federal statutes was given

to the applicable Defendants prior to the commencement of this action.

17. 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.
18. 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 attorneys; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$2,835.00 is a reasonable attorney's fee for the Plaintiff's attorneys for services performed through the date of this hearing, under the terms of the Note and Mortgage.
19. 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 through the date of this hearing, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal Balance Due	\$195,856.36
Interest Due from 9/16/22 through 4/28/23	\$4,867.94
Current Rate 4.010%, Per Diem \$21.93	
Interest from 4/29/23 through 7/17/23	\$1,732.47
(79 days at \$21.93 per day)	
Property Inspections	\$97.00
Foreclosure Costs through hearing	\$780.58
Foreclosure Attorney's Fees through the hearing	\$2,835.00
<b>TOTAL DEBT OWED</b>	<b>\$206,169.35</b>

Total Debt secured by Note and Mortgage, including interest to date shown \$206,169.35. Interest for the period from the date shown in (b) above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein, and interest after the date of judgment at a current rate of 4.010%, pursuant to the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Total Debt secured by the Mortgage through the date to which such interest is computed.

20. 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), SCRCF.

21. The following Defendants 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), SCRPC. Said Defendants and such claims or liens are as follows:

- a) Defendant Secretary of Housing and Urban Development holds a mortgage given by Alvin L. Gravely and Mary S. Gravely in the amount of \$262,500.00, dated December 26, 2007 and recorded in the Office of the Register of Deeds for Greenville County on January 9, 2008, in Book MO 4905, Page 233. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.
- b) Defendant River Birch Homeowners Association Inc. is named as a party herein by virtue of any unrecorded homeowners' liens or assessments due or that may become due up to the time of any foreclosure sale herein. Additionally, said Defendant holds a lien against The Estate of Mary S. Gravely in the amount of \$2,596.67, dated September 17, 2021, and recorded in the Office of the Register of Deeds for Greenville County on September 24, 2021, in Book MO 5648, Page 0781. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.
- c) Cynthia Gravely Stephens is named as a party herein by virtue of the Deed of Distribution conveying her interest in the subject property from the Estate of Mary S. Gravely executed on May 3, 2022 and recorded in the Register of Deeds for Greenville County on May 3, 2022 in Book 2656, Page 1460. The interest of Alvin L. Gravely was conveyed to Mary S. Gravely by deed of distribution from the Estate of Alvin Luther Gravely dated May 1, 2013 and recorded in the Office of the Register of Deeds for Greenville County on May 1, 2013, in Book 2423, Page 3347. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.

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

22. That the Plaintiff should have judgment of foreclosure of its Mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.
23. That there is due to the Plaintiff on its note and mortgage the sum of \$206,169.35, representing the Total Debt due to the Plaintiff as set out in Paragraph 19, supra, together with interest thereon at the rate provided in the note to the date hereof.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

24. That the Plaintiff is in full compliance with South Carolina Supreme Court Administrative Order 2011-05-02-01.
25. That the Defendants liable for the aforesaid Total Debt shall, prior to the date and time of the sale of the subject property, pay to the Plaintiff the amount of the Total Debt.
26. That on default of payment prior to the date and time of the sale, the subject property, shall be sold at public auction, at the Greenville County Courthouse according to the following terms:
  - 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 twenty (20) days the same to be forfeited and applied to the costs and then to the Total Debt.
  - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 4.010%.
  - D. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
  - E. Purchaser to pay for any statutory commission on sale from the proceeds of the final bid amount.
  - F. Purchaser to pay for the deed and the cost of recording the deed.
  - G. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity.
27. That a personal or deficiency Judgment being waived, the bidding will **not** remain open for thirty (30) days and bidding will be final on the date of sale, but compliance with the bid may be made immediately.
28. 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 will execute to the purchaser, or purchasers, a deed to the premises sold. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned Master in Equity may re-advertise the premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder.

29. That in the event an agent of Plaintiff does not appear at the time of sale, the subject 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.
30. That, if the Plaintiff is the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the Total Debt in full, the Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on the Total Debt.
31. 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;  
NEXT: To the payment of the amount of the Total Debt and interest (including attorney' fees); and  
NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.
32. In the event the successful bidder is other than the Defendants in possession of the subject property, the Sheriff of Greenville County is hereby directed to eject and remove from the premises the occupants of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.
33. In the event the successful bidder is other than the Defendants in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.
34. 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 and equity of redemption in the said mortgaged premises so sold, or any part thereof.
35. That the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the Defendant Cynthia Gravely Stephens, who was the title-

holder of the mortgaged property at the time of the filing of the Lis Pendens, and that the 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.

36. That the undersigned Master in Equity shall retain Jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCF.
37. That after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Deeds to release of record the lien being foreclosed, which lien is described in Paragraph 10 of the Findings of Fact hereinabove.
38. That after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Deeds and Clerk of Court to release the liens described in Paragraph 21 of the Findings of Fact hereinabove from the title of the subject property.
39. That the following is a description of the premises herein ordered to be sold:

**All that certain piece, parcel, lot or tract of land, together with the improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being more fully shown and designated as Lot 34, as shown on a Summary Plat of River Birch Villas, Phase II prepared by Precision Land Surveying, dated January 14, 2002, recorded in the Office of the ROD for Greenville County in Plat Book 45-C at page 27-A. Reference is hereby craved to said plat for a more complete and accurate description. Be all measurements a little more or less.**

**This being the same property conveyed to Talvin L. Gravely and Mary S. Gravely by deed of Pierce Homes of Carolina, LLC dated January 3, 2003 and recorded in the Office of the Register of Deeds for Greenville County on January 6, 2003 in Book 2022, Page 812. This being the same property conveyed to Mary S. Gravely by deed of Estate of Alvin Luther Gravely dated May 1, 2013 and recorded in the Office of the Register of Deeds for Greenville County on May 1, 2013 in Book 2423, Page 3347. This being the same property conveyed to Cynthia Gravely Stephens by deed of Estate of Mary Stone Gravely dated May 3, 2022 and recorded in the Office of the Register of Deeds for Greenville County on May 3, 2022 in Book 2656, Page 1460.**

**Property Address: 60 River Birch Way, Greer, SC 29650  
TMS#: 0535.16-01-041.00**

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW.





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Property Address: 60 River Birch Way, Greer, SC 29650

TMS#: 0535.16-01-041.00

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 the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 to attorneys of record or to parties (when appearing pro se) as follows:

McMichael Taylor Gray, LLC  
3550 Engineering Drive, Suite 260  
Peachtree Corners, GA 30092

Cynthia Gravely Stephens  
212 Clairhill Court  
Simpsonville, SC 29680

River Birch Homeowners Association Inc.  
100 W. Washington Street, Ste. 300  
Greenville, SC 29601

United States of America  
Attn: Attorney General  
U.S. Department of Housing and Urban  
Development  
451 7th St SW  
Washington, DC 20410

United States of America  
Attn: U.S. Attorney  
Wells Fargo Building  
1441 Main Street, Suite 500  
Columbia, SC 29201

Defendant(s)

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(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 judgement 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.

Multiple horizontal lines for additional information.



## Greenville Common Pleas

**Case Caption:** Hmc Assets Llc , plaintiff, et al vs. Cynthia Gravely Stephens ,  
defendant, et al  
**Case Number:** 2022CP2306776  
**Type:** Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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