

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
CASE NO.: 2019-CP-23-06737

U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Trust, Series 2021 Cottage-TT-V,
Plaintiff,

MASTER'S ORDER AND JUDGMENT OF FORECLOSURE AND SALE

Deficiency Judgment Waived

v.

Brittanie Woody; Kenneth Woody;
Castlebrook Homeowners' Association, Inc.; South Carolina Department of Revenue,

Defendants.

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 August 28, 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 November 18, 2019.
2. The Summons and Complaint were filed on November 18, 2019.
3. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.
4. Kiera C. Dillion, Esquire filed an answer on behalf of the Defendant South Carolina Department of Revenue.
5. 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.

6. All Defendants were notified of the time, date and place of the hearing in this matter.
7. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01.
8. For value received, Defendants Brittanie Woody and Kenneth Woody made, executed and delivered a Note, dated March 28, 2019, thereby promising to pay to the order of NRV Mortgage Finance, Inc. the sum of \$188,020.00, with interest at the rate of 5.125% per annum.
9. To better secure the payment of the Note described above, Defendants Brittanie Woody and Kenneth Woody made, executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for NRV Mortgage Finance, Inc., a Mortgage, in writing, dated March 28, 2019, covering real property in Greenville County, which is the same as that described in the Complaint. The Mortgage was recorded on March 28, 2019, and is of record in the Office of the Register of Deeds for Greenville County in Book MO 5472, Page 4160.
10. By an Assignment of Mortgage dated October 18, 2019, Mortgage Electronic Registration Systems, Inc. as mortgagee as nominee for NRV Mortgage Finance, Inc. assigned the Mortgage to Roundpoint Mortgage Servicing, Corporation. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on October 24, 2019, in Book MO 5503, Page 2412.
11. By an Assignment of Mortgage dated October 22, 2020, Roundpoint Mortgage Servicing Corporation assigned the Mortgage to Freedom Mortgage Corporation. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on November 2, 2020, in Book MO 5573, Page 2786.
12. By an Assignment of Mortgage dated February 8, 2022, Freedom Mortgage Corporation, Corporation assigned the Mortgage to U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Trust, Series 2021 Cottage-TT-V. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on April 7, 2022, in Book 1023, Page 675.
13. The Plaintiff is informed and believes that the Mortgage constitutes a valid purchase-money mortgage lien on the subject Property.
14. 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.

15. Any notice required by the terms of the Mortgage or by state and federal statutes was given to the applicable Defendant prior to the commencement of this action.
16. 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.
17. 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 \$1,680.00 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.
18. 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	\$188,020.00
Interest Due through 7/1/2023	\$40,150.00
Current Rate 5.125%, Per Diem \$26.40	
Interest from 7/2/2023 through 8/28/2023	\$1,504.80
Taxes	\$13,277.71
Insurance (Hazard/Forced Place/Private Mortgage Insurance)	\$8,443.75
Prior Foreclosure Attorney's Fees and Costs	\$1,104.81
Bankruptcy Fees and Costs	\$1,540.00
Property Inspections	\$170.00
Foreclosure Costs through hearing	\$102.82
Foreclosure Attorney's Fees through the hearing	\$1,680.00
TOTAL DEBT OWED	\$255,993.89

Total Debt secured by Note and Mortgage, including interest to date shown \$255,993.89. 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 interest rate of 5.125%, 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.

19. 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.
20. The following Defendant claim liens upon or interests in the subject property. Said Defendant and such claims or liens are as follows:
 - a. Defendant Castlebrook 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. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.
 - b. Defendant South Carolina Department of Revenue holds a State Tax Lien, Tax Lien # 508104 filed against Kenneth Woody, in the amount of \$983.11, dated April 26, 2019, and recorded May 10, 2019, in Book MI 146 at Page 1218 in the Office of the Register of Deeds of Greenville County. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.
 - c. Defendant South Carolina Department of Revenue holds a State Tax Lien, Tax Lien#523491 filed against Kenneth Woody, in the amount of \$1,504.48, dated September 27, 2019, and recorded October 10, 2019 in Book MI 150 at Page 379 in the Office of the Register of Deeds of Greenville County. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.

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

21. 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.
22. That there is due to the Plaintiff on its Note and Mortgage the sum of \$255,993.89, representing the Total Debt due to the Plaintiff as set out in Paragraph 18, above, together with interest thereon at the rate provided in the Note to the date hereof.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

23. That the Plaintiff is in full compliance with South Carolina Supreme Court Administrative Order 2011-05-02-01.
24. 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.
25. 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 current rate of 5.125%.
 - D. Purchaser to pay for any statutory commission on sale from the proceeds of the final bid amount.
 - E. Purchaser to pay for the deed and the cost of recording the deed.
 - F. 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.
26. 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.
27. 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.
28. 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.
29. 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.

30. 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's fees); and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCF.

31. 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.

32. 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.

33. 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.

34. That the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the Defendants Brittanie Woody and Kenneth Woody, who were the title-holders 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.

35. 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.

36. 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 9 of the Findings of Fact hereinabove.
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 and Clerk of Court to release the liens described in Paragraph 20 of the Findings of Fact hereinabove from the title of the subject property.
38. That the following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 40 on a plat of Castlebrook Phase 1, by 3D Land Surveying, Inc dated June 14, 2017, last revised July 25, 2017 and recorded in the Office of the Register of Deeds for said County in Plat Book 1279, at Page 5, reference to said plat being hereby made for a more complete metes and bounds description thereof.

This being the same property conveyed to Brittanie Woody and Kenneth Woody by deed of NVR INC dated March 28, 2019, and recorded in the Office of the Register of Deeds for Greenville County, on March 28, 2019 in Book: DE2562, Page 0893.

**Property Address: 130 Castlebrook Drive, Greenville, SC 29605
TMS No.: 0593.03-01-011.01**

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 NO.: 2019-CP-23-06737**

U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Trust, Series 2021 Cottage-TT-V
 Brittanie Woody, et al.
 DEFENDANT(S)

PLAINTIFF(S)

Submitted by: McMichael Taylor Gray, LLC	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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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), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN** (*CHECK REASON*): Rule 40(j), SCRPC; 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 PUBLIC 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)
U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Trust, Series 2021 Cottage-TT-V	Brittanie Woody	N/A
U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Trust, Series 2021 Cottage-TT-V of the Dwelling Series IV Trust	Kenneth Woody	N/A

If applicable, describe the property, including tax map information and address, referenced in the order:

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Property Address: 130 Castlebrook Drive, Greenville, SC 29605
TMS No.: 0593.03-01-011.01

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

Brittanie Woody
130 Castlebrook Drive
Greenville, SC 29605

Kenneth Woody
130 Castlebrook Drive
Greenville, SC 29605

Castlebrook Homeowners' Association, Inc.
c/o HOA Community Management
400 Regent Park Court, Suite 100
Greenville, SC 29607

Kiera C. Dillon, Esq.
Attorney for Defendant South Carolina
Department of Revenue
300A Outlet Pointe Boulevard
Columbia, SC 29210

Kiera C. Dillon, Esq.
Attorney for Defendant South Carolina
Department of Revenue
PO Box 12265
Columbia, SC 29211-9979

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), 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. Kenneth Woody ,
defendant, et al
Case Number: 2019CP2306737
Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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