

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

Specialized Loan Servicing LLC
PLAINTIFF,

vs.

Judy L. Steele; Court Ridge Association of
Residence Owners, Inc.,
DEFENDANT(S)

MASTER'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2022-CP-23-00630

DEFICIENCY WAIVED

TO:

Hutchens Law Firm LLP
Attorney for Plaintiff

Pursuant to Rule 53 SCRPC, 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. Pursuant to the said Order of Reference a hearing was held on September 28, 2023, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find conclude and order as follows:

PROCEDURAL HISTORY

1. The Lis Pendens was filed on February 3, 2022.
2. The Summons and Complaint were filed on February 3, 2022.
3. The Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act was filed on February 3, 2022.
4. Service was made upon the Defendant(s) named in this Order as is shown by the Proof(s) of Service filed herein.
5. That the Defendant(s) Judy L. Steele Court Ridge Association of Residence Owners, Inc. is/are in default as shown by the Affidavit of Default on file herein.
6. The Defendant(s) and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

7. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Service members Civil Relief Act, and any amendments thereto.

8. The loan is not subject to the Supreme Court of South Carolina's Administrative Order (Order No. 2011-05-02-01) because the subject property is not an owner-occupied dwelling as defined in Paragraph A.(3) of said Order.

9. At the time of the filing of the Lis Pendens and Complaint, Judy L. Steele was the current owner of record for the subject property.

FINDINGS OF FACT

1. For value received, Judy L. Steele made, executed and delivered a Note dated June 12, 2020, promising thereby to pay to the order of Bank of America, N.A. the sum of One Hundred Six Thousand Four Hundred And 00/100 (\$106,400.00) with interest at 3.125 percent per annum. Other terms and conditions are stated in the Note, which is of record herein.

2. To better secure the payment of the Note described above, the said Judy L Steele made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Bank of America, N.A., its successors and assigns a mortgage in writing, dated June 12, 2020, covering real property in Greenville County, which is the same as that described in the Complaint. The mortgage was filed on June 19, 2020, and is of record in the Office of the Register of Deeds - Greenville County in Mortgage Book No. MO 5544, at Page 0098.

3. Thereafter, by virtue of an assignment dated June 18, 2021, recorded June 23, 2021, in Mortgage Book MO 5627 at page 4503, Mortgage Electronic Registration Systems, Inc., as nominee for Bank of America, N.A., its successors and assigns, assigned said mortgage unto Bank of America, N.A.

4. Thereafter, by virtue of an assignment dated November 8, 2022, recorded November 10, 2022, in Mortgage Book MO 5715 at page 1921-1923, Bank of America, NA, assigned said mortgage unto Specialized Loan Servicing LLC, making Specialized Loan Servicing LLC the present lien holder and Plaintiff herein.

5. The above referenced instrument constitutes a first mortgage lien and is a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

6. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

7. 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 or the date the mortgage was executed to the date of the filing of the Lis Pendens.

The Firm has been responsible for the preparation of the following pleadings.

1. Notice of Foreclosure Intervention
2. Lis Pendens
3. Summons and Complaint
4. Affidavit of Default
5. Order of Reference
6. Notice of Hearing
7. Proposed Master's Order and Judgment of Foreclosure and Sale
8. Notice of Sale
9. Record of Hearing
10. Other documents as applicable pertaining to service, foreclosure intervention and prosecution of the action.

Additionally, the Firm has arranged for service of process on the Defendant(s), and has scheduled and attended the hearing in the matter, has provided reinstatement/payoff figures to the primary Defendant(s), if requested, and has had telephone conversations with the Defendant(s), if requested. Future duties include forwarding copies of the Master's Order and Judgment of Foreclosure and Sale to the Defendant(s), advising the Defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by Plaintiff, representation of Plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a foreclosure matter, the attendant responsibilities and the outcome obtained

for the Plaintiff, I find that the contractual attorneys' fees in the amount of One Thousand Nine Hundred Ninety-Five And 00/100 (\$1,995.00) are reasonable.

8. 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 attorneys' fees, secured by the Note and Mortgage, is as follows:

a)	Principal Balance due as of 4/1/2021	\$104,826.19
b)	Interest Due from 3/1/2021 to 9/4/2023 at 3.125%	\$8,216.32
c)	Escrow Advances	
	Escrow Credit	-\$8.09
	Hazard Insurance	\$403.00
	PMI	\$262.48
	Taxes	\$2,107.47
		\$2,764.86
d)	Property Inspections	\$315.00
e)	Foreclosure Costs	\$2,198.46
f)	Attorney Fees	\$1,995.00
	TOTAL DEBT	\$120,315.83

Interest for the period from the date shown above, through the date of this Judgment at the 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 the current rate of 3.125% per annum (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 Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

9. That the Defendant, Court Ridge Condominium Association, is made a party to this action for any association liens or assessments recorded or unrecorded that are due or may become due in the future.

10. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

11. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

12. The loan is not applicable for the Home Affordable Modification Program as that program sunset on December 31, 2016.

CONCLUSION OF LAW

I, therefore, conclude as follows:

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of One Hundred Twenty Thousand Three Hundred Fifteen And 83/100 Dollars (\$120,315.83) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the current rate of 3.125% percent per annum.

3. That the Defendants liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master-in-Equity at public auction at Greenville County Court House, courtroom #5, Greenville, South Carolina, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The Master-in-Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, 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 Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the current rate of 3.125% percent.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

D. The above referenced instrument constitutes a first mortgage lien and is a purchase money mortgage with the proceeds of the loan being used to purchase the property.

E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

F. If the successful bidder is a third party other than the Plaintiff, interest on the balance of the bid shall be paid to the date of compliance at the rate listed in the figures above.

5. 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, Plaintiff may pay to the undersigned Master-in-Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. Personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

7. That the Master-in-Equity 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 premises sold. The Plaintiff, or any other party to this action, 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 Twenty (20) days after date of sale, then the Master-in-Equity may 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.

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, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

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

NEXT: Any surplus will be held pending further order of the court.

9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants 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 to whom the deed of conveyance has been issued 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. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant 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. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record.

12. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Master-in-Equity is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

13. 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.

14. Upon issuance of a Master-in-Equity Report on Sale and Disbursements, the Register of Deeds - Greenville County is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to Mortgage Electronic Registration Systems, Inc., as nominee for Bank of America, N.A., its successors and assigns by Judy L Steele, dated June 19, 2020 and recorded Book No. MO 5544, at Page 0098.

15. 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 known and designated as Unit No. K-202 of Court Ridge Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated July 30, 1984 and recorded in the ROD Office for Greenville County, SC in Deed Book 1218 at page 803-872 inclusive and survey and plat recorded in the ROD Office for Greenville County in Plat Book 10-M at Pages 42, 43, 44 and having, according to said plat, metes and bounds as shown thereon.

THIS BEING the same property conveyed unto Judy L. Steele by virtue of a Deed from Court Ridge Redevelopment Company, LLC dated June 12, 2020 and recorded June 19, 2020 in Book DE 2596 at Page 3117 in the Office of the Register of Deeds fro Greenville County, South Carolina.

2601 Duncan Chapel Road, Unit K-202
Greenville, SC 29617
TMS# 0431.01-02-020.00

16. IT IS FURTHER ORDERED that if the Plaintiff or the 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 sale will be rescheduled for the next available sales day.

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4 ATTACHMENT

Judy .L Steele
2601 Duncan Chapel Rd Unit 202
Greenville, SC 29617

Judy L. Steele
323 Duncan Chapel Road, Unit K202
Greenville, SC 29680

Court Ridge Association of Residence Owners, Inc.
132 W. Cambridge Avenue
Greenwood, SC 29646



Greenville Common Pleas

Case Caption: Bank Of America Na , plaintiff, et al vs. Judy L Steele , defendant, et al

Case Number: 2022CP2300630

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

And It Is So Ordered!

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