

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2017-CP-23-02420

Wells Fargo Bank, N.A.,

Plaintiff,

v.

Vinson McCray; Discover Bank; Sterling  
Jewelers, Inc. DBA Jared Galleria of Jewelry;  
Republic Finance a/k/a Republic Finance LLC;  
The United States of America, acting by and  
through its agency, The Secretary of Housing  
and Urban Development,

Defendants.

THIRD SUPPLEMENTAL MASTER IN  
EQUITY'S REPORT  
AND JUDGMENT OF FORECLOSURE AND  
SALE

DEFICIENCY WAIVED

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

Pursuant to the said reference, a hearing was held on September 14, 2017, attended by Brock & Scott PLLC, attorney for the Plaintiff, and a *Master in Equity's Order and Judgment of Foreclosure and Sale* was entered on September 15, 2017 (hereinafter: "Original Judgment"). All findings of fact, conclusions of law, orders and judgments contained in the Original Judgment remain binding and in effect except as expressly modified herein below. Subsequent to said hearing, the Defendant filed Chapter 13 Bankruptcy on November 03, 2017 and the Plaintiff requested the sale to be cancelled. A Motion of Stay was filed on November 27, 2017 and an Order of Stay was filed on November 29, 2017. The bankruptcy was dismissed on March 07, 2018. A Motion to Restore was filed on March 19, 2018 and an Order to Restore was filed on March 21, 2018. Thereafter, a supplemental hearing was held on May 17, 2018 and a *Supplemental Master in Equity's Report and Judgment of Foreclosure*

File reference: 17-05934

*and Sale* was filed on May 18, 2018. Subsequent to said hearing, Defendant filed Chapter 13 Bankruptcy on June 29, 2018. A Motion of Stay was filed on July 06, 2018 and an Order of Stay on July 10, 2018. The bankruptcy was dismissed on August 24, 2018. A Motion to Restore was filed on January 22, 2020 and an Order to Restore filed on January 23, 2020. Thereafter, a second supplemental hearing was scheduled for March 23, 2020, but was placed on hold due to the COVID-19 pandemic outbreak throughout the United States for which the President declared a nationwide emergency on March 13, 2020. On November 4, 2022 the COVID-19 hold was released. Prior to scheduling the second supplemental hearing, the Plaintiff requested the case be placed on a temporary delay on January 5, 2023, as a result of the ongoing servicing considerations of the mortgage debt following Hurricane Ian in September 2022 and the related disaster declarations. That hold ended March 23, 2023. Thereafter, a second supplemental hearing was held, and a *Second Supplemental Master in Equity's Report and Judgment of Foreclosure and Sale* was filed on May 9, 2023. Subsequent to said hearing, Plaintiff requested that the Sale be cancelled to allow additional time for the Defendant to sell the subject property.

Plaintiff now wishes to proceed to foreclosure sale and a third supplemental hearing was held on September 26, 2023, for the purpose of updating the debt due to the Plaintiff and setting a foreclosure sale date, a hearing was held, 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. 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;

File reference: 17-05934

the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$4,005.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

2. 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, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	09/26/23		\$147,980.95
Accrued interest from:	11/01/16	to: 08/17/23	\$ 38,958.02
Per diem interest from:	08/18/23	to: 09/26/23	\$ 628.40
Accruing at:	3.875% per annum		
Advancements to Escrow			\$ 34,928.61
Late charges:			\$ 195.99
Credits:			\$ (35.32)
Costs of collection prior to hearing:			\$ 3,486.24
Attorney's fees:			\$ 4,005.00

Total Debt secured by Note and Mortgage, including interest to date is \$230,147.89. Interest for the period from the date shown 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 the rate of 3.875% 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 the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

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

1. The Plaintiff should have judgment of foreclosure of its mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its note and mortgage the sum of \$230,147.89 representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the note to the date hereof.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 3.875% per annum.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendants liable for the aforesaid mortgage debt shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the mortgaged premises, hereinafter described, shall be sold by the undersigned Master in Equity at public auction, at the Greenville County Courthouse, in the City of Greenville, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
  - 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 thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiffs debt.

- B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 3.875% per annum.
- C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
- D. Purchaser to pay for the deed and the cost of recording the deed.
3. If the Plaintiff is 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, 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 Plaintiff's indebtedness.
4. That a personal or deficiency Judgment being Waived, the bidding will not remain open and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
5. 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. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) 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, and so from time to time thereafter until a full compliance shall be secured.
6. In the event an agent of the Plaintiff does not appear at the time of sale, the within 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.
7. 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, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and

NEXT: To the payment of the amount to the Plaintiff, or the Plaintiff's Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and

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

8. That it is further ORDERED, ADJUDGED AND DECREED 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.
9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Greenville County 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.
10. 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 may be 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.

11. That it is further ORDERED ADJUDGED AND DECREED 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(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
12. That it is further ORDERED ADJUDGED AND DECREED 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, AND SHOWN AND DESIGNATED AS LOT 47 ON A PLAT OF "CANEBRAKE I" PREPARED BY ENWRIGHT ASSOCIATES, DATED AUGUST 18, 1975, REVISED OCTOBER 31, 1980, AND RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK 7-X AT PAGE 53. SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF FOR A MORE COMPLETE AND ACCURATE DESCRIPTION.**

**THIS BEING THE SAME PROPERTY CONVEYED TO VINSON MCCRAY BY DEED OF MOHAMMAD 1. MUQRI DATED JUNE 30, 2014 AND RECORDED JULY 2, 2014 IN BOOK 2447 AT PAGE 1921 IN THE OFFICE OF THE REGISTER OF DEEDS FOR GREENVILLE COUNTY, SOUTH CAROLINA.**

CURRENT ADDRESS OF PROPERTY: 122 Canebrake Drive, Greer, SC 29650

TMS: 0534040104700

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. 2017-CP-23-02420

Wells Fargo Bank, N.A.

Vinson McCray; Discover Bank; Sterling Jewelers, Inc. DBA Jared Galleria of Jewelry; Republic Finance a/k/a Republic Finance LLC; The United States of America, acting by and through its agency, The Secretary of Housing and Urban Development

PLAINTIFF(S)

DEFENDANT(S)

**Submitted by:** Brock & Scott, PLLC  
Westpark Center  
3800 Fernandina Road, Suite 110  
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), 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
- 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)
		N/A
If applicable, describe the property, including tax map information and address, referenced in the order:		









Greenville Common Pleas

**Case Caption:** Wells Fargo Bank NA vs. Vinson Mccray , defendant, et al

**Case Number:** 2017CP2302420

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

And It Is So Ordered!

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