

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

SOUTH CAROLINA STATE HOUSING  
FINANCE AND DEVELOPMENT  
AUTHORITY,

Plaintiff,

vs.

MISHONE ALLEN; GREENPOINT  
MORTGAGE FUNDING, INC.; ASHMORE  
SPRINGS HOMEOWNERS  
ASSOCIATION, INC.; and SOUTH  
CAROLINA DEPARTMENT OF  
REVENUE,

Defendants.

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

C/A #: 2023-CP-23-01594

**MASTER'S  
ORDER AND  
JUDGMENT OF FORECLOSURE  
AND SALE**

(Deficiency Judgment Waived)

**(Non-eligible under the Home Affordable  
Modification Program)**

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 cause. Any appeal from this Order is to the Supreme Court.

Pursuant to the said Order of Reference, a hearing was held on the 24th day of August, 2023, at 1:45 p.m. 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 March 31, 2023 in the Office of the Clerk of Court for Greenville County.
2. The Notice of Foreclosure Intervention was filed on March 31, 2023.
3. The Certificate of Compliance with the Coronavirus Aid, Relief and Economic Security Act was filed on March 31, 2023.
4. The Summons and Complaint were filed on March 31, 2023.

5. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.

6. The Defendants Mishone Allen, Greenpoint Mortgage Funding, Inc. and Ashmore Springs Homeowners Association, Inc. are in default as shown by the affidavits filed herein.

7. The Defendant South Carolina Department of Revenue filed an Answer herein.

8. 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 Servicemembers' Civil Relief Act, 50 U.S.C. app. §501, et seq., and any amendments thereto.

9. All Defendants in default and all attorneys of record and Defendants pro se were notified of the time, date, and place of hearing in this matter.

10. For value received, the Defendant Mishone Allen made, executed, and delivered a Note dated January 18, 2008, promising thereby to pay to the order of SCMA the sum of Ninety-Eight Thousand Two Hundred and 00/100 (\$98,200.00) Dollars, with interest at 6.00% per annum. Other terms and conditions are stated in the Note, which is of record herein.

11. Subsequently, the Note was assigned for valuable consideration to the Plaintiff herein, who is the owner thereof.

12. To better secure the payment of the Note described above, the Defendant Mishone Allen made, executed, and delivered to SCMA a Mortgage in writing, dated January 18, 2008, covering real property in Greenville County, which is the same as that described in the Complaint. The Mortgage was duly recorded upon the records of the Register of Deeds for Greenville County, South Carolina in Book 4908 at Page 374.

13. By Mortgage Assignment (the "Assignment"), SCMA assigned the Mortgage to the Plaintiff, and the Assignment of the Mortgage was recorded January 22, 2008, in Book 4908 at Page 389 in the office of the Register of Deeds for Greenville County, South Carolina.

14. This Mortgage constitutes a purchase money, first mortgage lien covering the property therein described.

15. Any notice required by the terms of the Mortgage or by state or federal law has been given to the Defendant prior to the commencement of this action.

16. The Plaintiff in this action is the owner and holder of the Note and Mortgage it is seeking to foreclose.

17. The titleholder of record in and to the subject real property as of the filing of the Lis Pendens in this action is the Defendant Mishone Allen who is the original mortgagor.

18. 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 the attorney herein for collection.

19. The sum of Eight Hundred Fifty and 00/100 (\$850.00) Dollars is a reasonable fee to allow as attorney fees for 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 circumstances delaying conclusion beyond the normal time. The fees are also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fees awarded herein are also reasonable in light of the fees customarily awarded by this court for similar services in this locality.

20. The amount due and owing on the Note, with interest at the rate provided on the Note, and other costs and expenses of collection, including an attorney's fee, secured by the Note and Mortgage, is as follows:

a. Principal of note as of August 24, 2023	\$70,458.52
b. Interest from September 1, 2022 to August 24, 2023 at 6.00% per annum	\$3,839.98
c. Advances for Taxes & Insurance	\$529.01
d. Inspection / Preservation Fees	\$60.00
e. Loss Draft Balance - Hazard Claim Funds	\$-4,146.18
f. Costs of collection prior to hearing (service, filing, etc.)	\$994.88
g. Attorney's fee	\$850.00
<b>TOTAL</b>	<b>\$72,586.21</b>

21. 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 the rate of 6.00% 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.

22. The Plaintiff is seeking foreclosure of the Mortgage and has in the complaint waived the right to deficiency judgment against Mishone Allen pursuant to S.C. Code Ann. Section 29-3-660 (1976).

23. The Plaintiff is also the owner of a certain mortgage (the "Second Mortgage") given by the Defendant Mishone Allen to SCMA to secure a note in the original principal amount of Two Thousand and 00/100 (\$2,000.00) Dollars said Second Mortgage being dated January 18, 2008 and recorded January 22, 2008 in the Office of the Register of Deeds for Greenville County in Book 4908 at Page 390 and subsequently assigned to the Plaintiff by Assignment of Mortgage recorded January 22, 2008 in Book 4908 at Page 395; and the Plaintiff, in foreclosing its first

Mortgage, specifically reserves its rights under said Second Mortgage and Note secured thereby, to apply pursuant to Rule 71(c) SCRPC to the Court for any surplus funds resulting from the foreclosure sale conducted in connection with the foreclosure of the first Mortgage.

24. The Defendant GreenPoint Mortgage Funding, Inc. has or may claim an interest in the subject property by virtue of that Mortgage from Sukan Makmuri dated August 2, 2006 and recorded on September 13, 2006 in the office of the Register of Deeds for Greenville County in Book 4641 at Page 1345. The Plaintiff alleged in its Complaint that valuable consideration was given to the Defendant GreenPoint Mortgage Funding, Inc. for the removal of its lien from the subject property and that said Defendant failed to cause the entry of a Release or Satisfaction of its lien in the public records of Greenville County. In light of the default of said Defendant to the Plaintiff's allegations, I find that the Plaintiff is entitled to an Order forever discharging the lien from the subject property.

25. The Defendant Ashmore Springs Homeowners Association, Inc. has or may claim an interest in the subject property by virtue of enforceable assessments as provided in the Restrictive Covenants, as recorded in Register of Deeds for Greenville County, and any amendment thereto; by virtue of any right of repurchase. The interest of the Defendant Ashmore Springs Homeowners Association, Inc. is junior and subordinate to the lien of the Plaintiff, and in the event there is a surplus from the sale of the subject property, the validity, priority, and amount of any such lien claim will be determined at a hearing subsequent to the sale in accordance with Rule 71(c), SCRPC.

26. The Defendant South Carolina Department of Revenue has or may claim an interest in the subject property by virtue of that State Tax Lien against Mishone E. Allen, Lien ID No. 888218 recorded on August 20, 2021 in the office of the Register of Deeds for Greenville County. The interest of the Defendant South Carolina Department of Revenue is junior and

subordinate to the lien of the Plaintiff, and in the event there is a surplus from the sale of the subject property, the validity, priority, and amount of any such lien claim will be determined at a hearing subsequent to the sale in accordance with Rule 71(c), SCRPC.

**CONCLUSIONS 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.
2. The loan subject to foreclosure in this action is non-eligible under the Home Affordable Modification Program.
3. Plaintiff has complied with the requirements of South Carolina Administrative Orders 2009-05-22-01 and 2011-05-02-01.

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 Seventy-Two Thousand Five Hundred Eighty-Six and 21/100 (\$72,586.21) Dollars, representing the Total Debt due Plaintiff as set out above, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date of this Order.
2. The amount due in the preceding paragraph (the "Total Debt" as set forth above, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 6.00% per annum for the Mortgage.
3. That the Defendant Mishone Allen 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 the loan subject to foreclosure in this action is non-eligible under the Home Affordable Modification Program.

5. 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 undersigned Master in Equity at public auction at the Greenville County Courthouse, in the City of 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 Tuesday next succeeding such holiday), on the following terms, that is to say:

(a) FOR CASH: The undersigned Master in Equity will require a deposit of five (5%) percent on the amount of the 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 days (20) same to be forfeited and applied to the costs and Plaintiff's debt.

(b) Interest on the bid shall be paid to the day of compliance at the rate of 6.00% for the Mortgage.

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

(d) Purchaser to pay for cost of recording the deed.

(e) If the Plaintiff's representative is not in attendance at the scheduled time of the sale, the sale shall be canceled and sold on some subsequent sales day after due advertisement.

6. If Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses, including costs and expenses incurred after the hearing, and the indebtedness of 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. No deposit shall be due if Plaintiff is the successful bidder.

7. Personal or deficiency judgment having been Waived against Mishone Allen the sale will not remain open for thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).

8. That the undersigned 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 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, the deposit shall be forfeited and the undersigned 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. At the hearing on this matter, the undersigned directed that the property be advertised for sale. In the event an advertisement is published prior to the entry of this written Order, such advertisement is hereby ratified and approved *nunc pro tunc* as if same were published after the entry of this Order.

9. That the undersigned Master in Equity will 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;

NEXT: To the payment to the Plaintiff or Plaintiff's 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.

10. It is further ORDERED, ADJUDGED AND DECREED that if the named defendant(s) continues in possession of the property after a deed has been issued to the purchaser, then 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 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. It is further ORDERED, ADJUDGED AND DECREED if the person(s) occupying the property after the deed has been issued to the purchaser is other than the named defendant(s), the purchaser shall serve the occupants with a Summons and Rule to Show Cause to determine why the occupant(s) should not be removed from the property.

12. And it is further ORDERED, ADJUDGED AND DECREED that the Defendant Mishone Allen and all other Defendants with a lien found herein to be junior and subordinate to the lien of the Plaintiff and all persons whosoever 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.

13. And it is further ORDERED, ADJUDGED AND DECREED that the Register of Deeds for Greenville County is directed to release the liens of the Defendant SHA 2nd mtg as identified herein from the subject property.

14. IT IS FURTHER ORDERED that, pursuant to S.C. Code Ann. Section 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Register of Deeds in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the undersigned Master in Equity who executes such deed as grantor.

15. The undersigned Master in Equity will retain jurisdiction to do all the necessary acts incident 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), SCRPC.

16. The following is a description of the premises ordered to be sold:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 27 on a plat dated September 10, 2003, prepared by Site Design, Inc., entitled "Ashmore Springs, Phase 2" and recorded in the Register of Deeds Office for Greenville County in Plat Book 47-I at Page 60, reference is hereby made for a more complete metes and bounds description thereof.

This being the same property conveyed to Mishone Allen by deed of Sukan Makmuri dated January 18, 2008 and recorded January 22, 2008 in the Office of the Register of Deeds for Greenville County, South Carolina in Book 2309 at Page 1259.

TMS # 0583.09-01-002.00

Property Address: 404 Yukon Drive  
Greenville, South Carolina 29605

[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. 2023- CP-23-01594**

South Carolina State Housing Finance and Development  
Authority

Mishone Allen et al.

PLAINTIFF(S)

DEFENDANT(S)

<b>Submitted by:</b> Ryan J. Patane	<b>Attorney for :</b> <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.  See Page 2 for additional information.
- 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 :    This is a foreclosure action.

<b>INFORMATION FOR THE JUDGMENT INDEX</b>		
<b>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.</b>		
<b>Judgment in Favor of (List name(s) below)</b>	<b>Judgment Against (List name(s) below)</b>	<b>Judgment Amount To be Enrolled (List amount(s) below)</b>
N/A		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 27 on a plat dated September 10, 2003, prepared by Site Design, Inc., entitled "Ashmore Springs, Phase 2" and recorded in the Register of Deeds Office for Greenville County in Plat Book 47-I at Page 60, reference is hereby made for a more complete metes and bounds description thereof.

This being the same property conveyed to Mishone Allen by deed of Sukan Makmuri dated January 18, 2008 and recorded January 22, 2008 in the Office of the Register of Deeds for Greenville County, South Carolina in Book 2309 at Page 1259.

TMS # 0583.09-01-002.00

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.**

**E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.**

**[JUDGE’S SIGNATURE PAGE TO FOLLOW]**

**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:

Ryan J. Patane  
PO Box 11682  
Columbia, South Carolina 29211

Mishone Allen  
404 Yukon Drive  
Greenville, SC 29605

GreenPoint Mortgage Funding, Inc.  
c/o Corporation Service Company, Registered Agent  
508 Meeting Street  
West Columbia, SC 29169

Ashmore Springs Homeowners Association, Inc.  
c/o Greenville HOA Services, LLC, Registered Agent  
1200 Woodruff Road, Suite A3  
Greenville, South Carolina 29607

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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-Fileers 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.

Foreclosure Sale granted

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## Greenville Common Pleas

**Case Caption:** Housing Finance And Development Authority South Carolina Sta vs. Mishone Allen , defendant, et al  
**Case Number:** 2023CP2301594  
**Type:** Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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