

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
CASE NO.: 2023-CP-23-02819

US Bank Trust National Association as
Trustee for BKPL-EG Basket Trust,
Plaintiff,

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

Deficiency Judgment Waived

v.

Paul Vinson Robison aka Paul V. Robison;
Mortgage Electronic Registration Systems,
Inc.; Homecomings Financial Network, Inc.;
United One Equities, LLC; Conn Appliances,
Inc.,

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 October 16, 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 June 6, 2023.
2. The Summons and Complaint were filed on June 6, 2023.
3. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.
4. Defendants Paul Vinson Robison aka Paul V. Robison, Mortgage Electronic Registration Systems, Inc.; Homecomings Financial Network, Inc., United One Equities, LLC and Conn Appliances, Inc. are in default as shown by the Affidavit filed herein.
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, Defendant Paul Vinson Robison aka Paul V. Robison made, executed and delivered a Note, dated September 15, 2006, promising thereby to pay to the order of Homecomings Financial Network, Inc., the sum of \$88,000.00, with interest at the rate of 9.6250% per annum. Other terms and conditions are stated in the Note, which is of record herein.
9. To better secure the payment of the Note described above, Defendant Paul Vinson Robison aka Paul V. Robison made, executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Homecomings Financial Network, Inc., a Mortgage, in writing, dated September 15, 2006, covering real property in Greenville County. The Mortgage was recorded on September 18, 2006, and is of record in the Office of the Register of Deeds for Greenville County in Mortgage Book 4644, Page 209.
10. This loan is subject to a Loan Modification Agreement dated November 18, 2020. Said loan modification defers an amount of \$36,728.78, reduced the interest rate to 6.500%, and extended the maturity date to November 1, 2060.
11. By an Assignment of Mortgage dated January 30, 2008, Mortgage Electronic Registration Systems, Inc. acting solely as Nominee for Homecomings Financial Network, Inc. assigned the Mortgage to US Bank, N.A. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on February 13, 2008, in Mortgage Book 4916, Page 1198.
12. Thereafter, a Corrective Assignment of Mortgage was recorded in order to correct the assignee of the assignment recorded in the Office of the Register of Deeds for Greenville County on February 13, 2008, in Mortgage Book 4916, Page 1198. Said Corrective Assignment of Mortgage dated June 10, 2015, assigned the Mortgage from Mortgage Electronic Registration Systems, Inc. as nominee for Homecomings Financial Network, Inc. to DLJ Mortgage Capital, Inc. This assignment was recorded in the Office of the Register of Deeds for Greenville County on June 16, 2015, in Mortgage Book 5298, Page 4701.

13. By an Assignment of Mortgage executed June 29, 2016, DLJ Mortgage Capital, Inc. assigned the Mortgage to Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on September 21, 2018, in Mortgage Book 5452, Page 3474.
14. By an Assignment of Mortgage dated January 4, 2017, Wilmington Savings Fund Society, FSB, as Trustee for Stanwich Mortgage Loan Trust A assigned the Mortgage to Granite Investment Group. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on September 21, 2018, in Mortgage Book 5452, Page 3475.
15. By an Assignment of Mortgage dated February 2, 2017, Granite Investment Group assigned the Mortgage to Series 202 Virginia. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on September 21, 2018, in Mortgage Book 5452, Page 3478.
16. By an Assignment of Mortgage dated September 10, 2018, Series 202 Virginia assigned the Mortgage to Kirkland Financial LLC. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on September 21, 2018, in Mortgage Book 5452, Page 3481.
17. By an Assignment of Mortgage dated November 20, 2018, Kirkland Financial LLC assigned the Mortgage to Wilmington Savings Fund Society, FSB, as Owner Trustee of the Residential Credit Opportunities Trust V-C. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on March 12, 2019, in Mortgage Book 5470, Page 4279.
18. Thereafter, a Corrective Assignment of Mortgage was recorded in order to correct the spelling of the Mortgagor name in the Office of the Register of Deeds for Greenville County on March 12, 2019, in Mortgage Book 5470, Page 4279. Said Corrective Assignment of Mortgage dated March 12, 2019, assigned the Mortgage from Kirkland Financial LLC to Wilmington Savings Fund Society, FSB, as Owner Trustee of the Residential Credit Opportunities Trust V-C. This assignment was recorded in the Office of the Register of Deeds for Greenville County on March 12, 2019, in Mortgage Book 5470, Page 4330.
19. By an Assignment of Mortgage dated November 4, 2021, Wilmington Savings Fund Society, FSB, as Owner Trustee of the Residential Credit Opportunities Trust V-C assigned

the Mortgage to U.S. Bank Trust National Association, as Trustee of the BKPL-EG Series N Trust. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on December 20, 2021, in Mortgage Book 5666, Page 0552.

20. By an Assignment of Mortgage dated November 29, 2021, US Bank Trust National Association as Trustee of the BKPL-EG Series N Trust assigned the Mortgage to US Bank Trust National Association as Trustee for BKPL-EG Basket Trust. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on December 20, 2021, in Mortgage Book 5666, Page 0554.
21. The Plaintiff is informed and believes that the Mortgage constitutes a valid purchase-money mortgage lien on the subject Property.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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 | \$118,923.79 |
| Forbearance Principal Balance Due | \$36,728.78 |
| Interest Due through 10/16/2023 | \$10,624.37 |

| | |
|---|---------------------|
| Current Rate 6.500%, Per Diem \$21.18 | |
| Late Charges | \$222.00 |
| Taxes | \$195.00 |
| Insurance (Hazard Insurance/Forced Placed Insurance/Private Mortgage Insurance) | \$2,600.44 |
| Foreclosure Costs through hearing | \$1,582.56 |
| Foreclosure Attorney's Fees through the hearing | \$2,835.00 |
| TOTAL DEBT OWED | \$173,711.94 |

Total Debt secured by Note and Mortgage, including interest to date shown \$173,711.94. 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 6.500%, 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.

27. 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.
28. 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), SCRCF. Said Defendants and such claims or liens are as follows:
 - a) Defendant Conn Appliances, Inc. holds a judgment against Paul V. Robison in the amount of \$6,855.50 and filed in the Office of the Clerk of Court for Greenville County under Civil Action Number 2022-CP-23-00884 on April 6, 2022. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.
 - b) Defendant Mortgage Electronic Registration Systems, Inc. was given a mortgage by Paul Vinson Robison in the amount of \$22,000.00, dated September 15, 2006, and recorded in the Office of the Register of Deeds for Greenville County on September 18, 2006, in Mortgage Book 4644, Page 229. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.
 - c) Defendant Homecomings Financial Network, Inc. was given a mortgage by Paul

Vinson Robison in the amount of \$22,000.00, dated September 15, 2006, and recorded in the Office of the Register of Deeds for Greenville County on September 18, 2006, in Mortgage Book 4644, Page 229. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.

- d) Defendant United One Equities, LLC holds the mortgage given by Paul Vinson Robison in the amount of \$22,000.00, dated September 15, 2006, and recorded in the Office of the Register of Deeds for Greenville County on September 18, 2006, in Mortgage Book 4644, Page 229. The Assignment of Mortgage to United One Equities, LLC was recorded in the Office of the Register of Deeds for Greenville County on March 17, 2015, in Mortgage Book 5287, Page 2138. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.

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

29. 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.
30. That there is due to the Plaintiff on its note and mortgage the sum of \$173,711.94, representing the Total Debt due to the Plaintiff as set out in Paragraph 26, above, together with interest thereon at the rate provided in the note to the date hereof.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

31. That the Plaintiff is in full compliance with South Carolina Supreme Court Administrative Order 2011-05-02-01.
32. 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.
33. 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 6.500%.

- 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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),

SCRCP.

39. In the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and only upon issuance of a Writ of Assistance by this Court, the Sheriff of Greenville County may be 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 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.
40. 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.
41. 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.
42. That the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the Defendant Paul Vinson Robison aka Paul V. Robison, 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.
43. 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), SCRCP.
44. 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.

45. 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 28 of the Findings of Fact hereinabove from the title of the subject property.

46. That the following is a description of the premises herein ordered to be sold:

ALL that piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, City of Greer, being shown and designated as Lot No. 34 on plat of "DEVELOPMENT NO. 2, VICTOR-MONAGHAN COMPANY, DIVISION OF J. P. STEVENS & CO., INC., GREER PLANT" prepared by Dalton & Neves, April, 1947, and recorded in Plat Book P at page 119 in the Office of the Register of Deeds for Greenville County. Reference is made to said plat for a more complete property description.

This is the identical property conveyed to Paul Vinson Robison by Deed of Ronald Scott Chesney dated September 15, 2006 and recorded in the Office of the Register of Deeds for Greenville County on September 18, 2006, in Deed Book 2227, Page 1376.

Property Address: 202 Virginia Avenue, Greer, SC 29650

TMS#: G008.00-02-033.00

AND IT IS SO ORDERED.

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-23-02819**

US Bank Trust National Association as Trustee for BKPL-EG Basket Trust Paul Vinson Robison aka Paul V. Robison, et al.

PLAINTIFF(S)

DEFENDANT(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 |

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) |
|--|--|--|
| US Bank Trust National Association as Trustee for BKPL-EG Basket Trust | Paul Vinson Robison aka Paul V. Robison | \$ N/A |

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

ALL that piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, City of Greer, being shown and designated as Lot No. 34 on plat of "DEVELOPMENT NO. 2, VICTOR-MONAGHAN COMPANY, DIVISION OF J. P. STEVENS & CO., INC., GREER

PLANT" prepared by Dalton & Neves, April, 1947, and recorded in Plat Book P at page 119 in the Office of the Register of Deeds for Greenville County. Reference is made to said plat for a more complete property description.

This is the identical property conveyed to Paul Vinson Robison by Deed of Ronald Scott Chesney dated September 15, 2006 and recorded in the Office of the Register of Deeds for Greenville County on September 18, 2006, in Deed Book 2227, Page 1376.

Property Address: 202 Virginia Avenue, Greer, SC 29650

TMS#: G008.00-02-033.00

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

Paul Vinson Robison aka Paul V. Robison
202 Virginia Avenue
Greer, SC 29650

Homecomings Financial Network, Inc.
8400 Normandale Lake Blvd, Suite 250
Minneapolis, MN 55437

United One Equities, LLC
1101 E. Tropicana Avenue, Suite 2119
Las Vegas, NV 89119

Homecomings Financial Network, Inc.
c/o South Carolina Secretary of State
1205 Pendleton Street, Suite 525
Columbia, SC 29201

Conn Appliances, Inc.,
c/o CT Corporation System, Registered Agent
2 Office Park Court, Suite 103
Columbia, SC 29223

Mortgage Electronic Registration Systems, Inc.
c/o Chimere Brooks, Intake Specialist
Corporation Trust Company, Registered Agent
1209 Orange Street
Wilmington, DE 19801

