

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Nationstar Mortgage LLC,

Plaintiff,

v.

David Scott Monteith, individually and as
Personal Representative of the Estate of Betty
Carolyn G. Santana, deceased, Cory
Monteith,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2023CP2301517

AMENDED JUDGMENT OF
FORECLOSURE AND SALE

DEFICIENCY JUDGMENT WAIVED

A Judgment of Foreclosure and Sale (“Judgment”) was entered on October 11, 2023 in this matter. In the Judgment, Plaintiff was awarded attorneys’ fees in the amount of \$5,176.25. \$2,185.00 of that awarded has been advanced by Plaintiff to its counsel, leaving an outstanding balance of \$2,991.25. The Judgment incorrectly stated \$2,185.00 remained outstanding. The Judgment is being amended to correct this item in Paragraph 33.j.

A hearing was held October 9, 2023 at 9:30 AM. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows.

FINDINGS OF FACT

1. The Lis Pendens, Summons and Complaint were filed on March 28, 2023.
2. The titleholder at the time of the filing of the Lis Pendens was Carol Santanna.
3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
4. The Defendants Cory Monteith and David Scott Monteith are not borrowers on this Mortgage loan, and Plaintiff does not have sufficient knowledge or information to ascertain

whether or not the said Defendants are currently engaged in active duty military service.

Plaintiff has received no information which indicates any Defendants are in active duty military service.

5. No Defendant raised any credible issues relating to Plaintiff's standing to prosecute this action.

6. Cory Monteith and David Scott Monteith, individually and as Personal Representative of the Estate of Betty Carolyn G. Santana, deceased are in default.

7. All pro se Defendants and all attorneys of record have been notified of the time, date and place of hearing by letter as evidenced by the certificate of mailing, which is of record.

8. Carol Santanna, for value received, made, executed and delivered a Note ("Note") dated May 31, 2002 promising to pay to Plaintiff or its predecessor the sum of \$78,500.00. Other terms and conditions are stated in the Note, of record herein.

9. To better secure the payment of the Note Carol Santanna, made, executed and delivered to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Coastal Mortgage Services, Inc. its successors and assigns a certain real estate mortgage ("Mortgage") in writing, dated May 31, 2002 covering real property in Greenville County, which is the same as that described in the complaint.

10. The Mortgage was filed on June 4, 2002 and is of record in Greenville County in the Office of RMC/ROD in Book 3689 at Page 1504.

11. Thereafter, by assignment recorded June 4, 2002 in Book 3689 at Page 1519, the mortgage was assigned to ABN Amro Mortgage Group, Inc. Thereafter, by assignment recorded

October 13, 2016 in Book 5361 at Page 4558, the mortgage was assigned to Nationstar Mortgage, LLC.

12. The description of the property secured by the Mortgage is

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 NUMBER NINE (9) OF CONESTEE SPRINGS SUBDIVISION, SECTION I, ACCORDING TO A PLAT PREPARED OF SAID SUBDIVISION BY CHAPMAN SURVEYING COMPANY, DATED SEPTEMBER 5, 1990, AND RECORDED JANUARY 4, 1991, IN PLAT BOOK 19-T, AT PAGE 2, REFERENCE TO SAID PLAT BEING MADE FOR A MORE COMPLETE DESCRIPTION THEREOF.

TOGETHER WITH A MOBILE LOCATED THEREON AS A PERMANENT FIXTURE AND APPURTENANCE THERETO, DESCRIBED AS A 1992 DOUBLEWIDE CHAMPION MOBILE HOME BEARING TITLE NUMBER 2324565504AB.

THIS BEING THE SAME PROPERTY CONVEYED TO CAROL SANTANNA, BY DEED FROM CAROLINA HOME OPPORTUNITIES, INC. DATED MARCH 26, 2002, RECORDED APRIL 22, 2002, IN BOOK 1991, AT PAGE 1566, IN THE OFFICIAL RECORDS FOR GREENVILLE COUNTY. THEREAFTER, CAROL SANTANNA DIED APRIL 2, 2022, LEAVING HER INTEREST TO HER HEIRS OR DEVISEES.

TMS No. 0415.00-01-007.10

Property Address: 612 Standing Spring Greenville SC 29605

PLAINTIFF'S FIRST CAUSE OF ACTION

(Ratification of Assignment)

13. The original payee of the Note, Coastal Mortgage Services, Inc., sold its interest in the debt evidenced by the Note and Mortgage to ABN Amro Mortgage Group, Inc.

14. Through inadvertence or neglect the assignment from Coastal Mortgage Services, Inc. was lost, misplaced, or destroyed before it could be recorded.

15. In furtherance of the sale of Coastal Mortgage Services, Inc.'s interest, Coastal Mortgage Services, Inc. endorsed the Note to ABN Amro Mortgage Group, Inc.

16. Coastal Mortgage Services, Inc. has accepted the benefits of the transfer of its interest in the debt evidenced by the Note and Mortgage.

17. Coastal Mortgage Services, Inc. has full knowledge of the facts surrounding the sale and transfer of its interest in the debt evidenced by the Note and Mortgage.

18. The circumstances of the transfer indicate an affirmative intent to adopt the transfer evidenced by Coastal Mortgage Services, Inc.'s endorsement of the Note to ABN Amro Mortgage Group, Inc. as an affirmative election to ratify the transfer.

19. Plaintiff is is entitled to an order ratifying the Assignment of Mortgage and declaring that Coastal Mortgage Services, Inc.'s transfer of its interest in the debt evidenced by the Note and Mortgage is sufficient to assign its interest in the Mortgage to ABN Amro Mortgage Group, Inc.

PLAINTIFF'S SECOND CAUSE OF ACTION

(Declaratory Judgment)

20. Plaintiff's second cause of action is a declaratory judgment that the mobile/manufactured home is subject to the lien of Plaintiff's Mortgage.

21. There sits upon the realty which is described above a mobile/manufactured home. The mobile/manufactured home may be described as a 1991 DOUBLEWIDE CHAMPION MOBILE HOME BEARING SERIAL NUMBER 2324565504A and 2324565504B.

22. When Carol Santanna applied for a mortgage loan from Plaintiff's predecessor-in-interest, Carol Santanna represented that she owned or was purchasing all the property which is the subject of this litigation and that they were willing to execute a mortgage upon the entire property, that is the realty described herein and all improvements thereon, that is the mobile/manufactured home to secure the mortgage loan.

23. In reliance upon the representations of Carol Santanna, the property, including the mobile/manufactured home, was appraised and, in reliance upon the appraised value of the entire property, a mortgage loan was extended to Carol Santanna, with the intent that the loan would be secured by a First mortgage loan upon the realty described herein and all improvements thereon, including mobile/manufactured home.

24. To evidence the parties' intention that the loan would be secured by all of the property of Carol Santanna, located at 612 Standing Spring Greenville SC 29605, including the mobile/manufactured home, on or about May 31, 2002, the Defendant, Carol Santanna, executed a mortgage, in which they mortgaged to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Coastal Mortgage Services, Inc. the realty which is described herein, and which includes any improvements located thereon.

25. Mortgage provides that "It is Borrower's intent that the mobile home located on the above property lose its nature as personality and that is [sic] become realty."

26. Plaintiff's lien is notated on the Title History with the South Carolina Department of Motor Vehicles. The lien is in the name of the original payee of the Note, Coastal Mortgage Services, Inc., and it has the same date as Plaintiff's lien.

27. The relationship between Carol Santanna, and Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Coastal Mortgage Services, Inc., Borrower and Lender, respectively, is such that a reasonable person would expect Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Coastal Mortgage Services, Inc. to require that its loan be secured by a mortgage upon all of Carol Santanna, Jr's property, including the mobile/manufactured home, and that a reasonable person would expect Carol Santanna, to

mortgage all of the property, including the mobile/manufactured home, in exchange for receiving the mortgage loan.

28. Because Carol Santanna, and Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Coastal Mortgage Services, Inc. in furtherance of their relationship as Borrower and Lender, respectively, intended for the mobile/manufactured home to secure the mortgage loan to Carol Santanna, pursuant to S.C. Code Ann. 15-53-20, et seq., Plaintiff is entitled to a declaratory judgment that the mobile/manufactured home is an improvement to the property which is the subject of this action and that it is subject to the lien of the Plaintiffs mortgage.

PLAINTIFF'S THIRD CAUSE OF ACTION

(Foreclosure)

29. The Mortgage constitutes a first mortgage on the subject property subject only to ad valorem taxes or other liens/taxes given priority by statute.

30. 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.

31. Payment due on the Note has not been made as provided therein, and the Plaintiff as the holder or nominee for 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 by foreclosure.

32. The sum of \$5,176.25 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted

to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this Court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until the final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. Plaintiff has advanced \$2,185.00 to its counsel and such amount is included as part of advances below.

33. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited, the amount due and owing on the Note and secured by the Mortgage is as follows:

a.	Principal	\$47,506.37
b.	Interest from April 1, 2022 to June 26, 2023	\$4,620.88
c.	Interest from June 27, 2023 to October 9, 2023	\$1,076.21
d.	Escrow Advances	\$2,170.40
e.	Corporate Advances	\$4,358.66
f.	NSF Charges	\$ 30.00
g.	Other Fees	\$ 10.00
h.	Late Charges	\$ 91.08
i.	Costs of Collection (prior to hearing)	\$189.24
j.	Attorneys' Fees	<u>\$2,991.25</u>
	Total debt secured by Note and Mortgage	\$63,044.09

Interest shall accrue to the above stated principal balance at 7.875% from the date of hearing until the date of entry of judgment. Such amount shall be added to the amount above to compromise the "Judgment Debt". After entry of judgment interest shall continue to accrue on

the Judgment Debt at 7.875%. Accrued interest shall be added to the Judgement Debt and shall comprise the amount of Plaintiff's debt secured by the Mortgage through the date which such interest is computed.

34. Plaintiff is seeking the usual foreclosure of the first mortgage and has in the complaint (or subsequently thereto in writing) expressly waived the right to a personal or deficiency judgment.

35. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the Subject Property, and in the event there is a surplus from the sale of the Subject Property, these Defendants may present such claim or interest in accordance with Rule 71(c) of the South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. Cory Monteith may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of being an heir or devisee of Carol Santanna aka Betty Carolyn G. Santana and by virtue of any other interest they may claim in the subject property, or may otherwise claim an interest in the Property.

b. David Scott Monteith, individually and as Personal Representative of the Estate of Betty Carolyn G. Santana, deceased may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of being an heir or devisee of Carol Santanna aka Betty Carolyn G. Santana and by virtue of any other interest they may claim in the subject property, or may otherwise claim an interest in the Property.

IT IS THEREFORE ORDERED:

36. The Assignment of Mortgage from Coastal Mortgage Services, Inc. is ratified.

37. It is declared that Coastal Mortgage Services, Inc.'s transfer of its interest in the debt evidenced by the Note and Mortgage is sufficient to assign its interest in the Mortgage to ABN Amro Mortgage Group, Inc.
38. It is declared that the mobile/manufactured home of Defendant is an improvement to the property which is the subject of this action and is therefore subject to the lien of the Plaintiff's mortgage.
39. Pursuant to S.C. Code Ann. §56-19-390, the South Carolina Department of Motor Vehicles is directed to issue a Certificate of Title to the mobile/manufactured home to the successful purchaser of the subject property at the foreclosure sale.
40. There is due on the Note and Mortgage the sum of \$63,044.09 as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.
41. The amount due in the preceding paragraph shall accrue interest at 7.875% and together with such interest shall constitute the total debt due Plaintiff.
42. The amount of judgment shall be subject to increase to permit Plaintiff to recover additional costs, commission, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann § 14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the Court without further hearing.

43. The Defendant(s) liable for the aforesaid judgment debt of the Note and Mortgage including interest at the rate of 7.875% per annum shall pay on or before the date of sale of the property hereinafter described to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including the costs and disbursements of this action.
44. On default of payment at or before the time of the sale of the property the mortgaged property described hereafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Greenville County Courthouse in the City of Greenville and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee on the following terms:
- a. For cash or its equivalent: an immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expenses of the action and then to Plaintiff's debt. Should the successful bidder at a regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day at the risk of the defaulting bidder.
 - b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the Note rate of 7.875%.
 - c. The sale shall be subject to taxes and assessment, existing easement and restrictions and any other senior encumbrances.

Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

- d. Purchaser to pay for deed preparation, costs of recording the deed and transfer taxes on the deed.
- e. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed issued by the Master in Equity or Special Referee.

45. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of the initial sale.
46. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71 SCRPC prior to sale.
47. The Master in Equity or Special Referee will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity/Special Referee may advertise the said premises for sale on the next of some subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.
48. In the event an agent of 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 same 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.

49. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

50. The Master in Equity/Special Referee will apply the proceeds of the sale as follows:

- a. First to the payment of the permitted costs, charges, and expenses in this action including any Guardian ad Litem fee, Servicemember Civil Relief Act attorney fee, or any other attorneys' fee awarded under this or any other Order of this Court;
- b. Next to the payment to 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; and the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest, allowable advances and related calculations of this Court, including the Court's award for attorneys' fees, court permitted charges and taxable costs pursuant to Rules 54 and 71 of the South Carolina Rules of Civil Procedure and the terms of the Note and Mortgage;
- c. Next, any surplus will be held pending further Order of the Court as provided for in the South Carolina Rules of Civil Procedure, particularly Rule 71(c) SCRPC

51. In the event the successful bidder is someone other than the Defendant(s) in possession of the Subject Property, the Sheriff of Greenville County is ordered and directed to eject and remove from the property 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 property without delay and to keep said successful bidder or his assigns in such peaceable possession.

52. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishing, 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 other means.

53. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

54. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

55. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and first named Defendant, and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

56. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

57. The subject property is:

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 NUMBER NINE (9) OF CONESTEE SPRINGS SUBDIVISION, SECTION I, ACCORDING TO A PLAT PREPARED OF SAID SUBDIVISION BY CHAPMAN SURVEYING COMPANY, DATED SEPTEMBER 5, 1990, AND RECORDED JANUARY 4, 1991, IN PLAT BOOK 19-T, AT PAGE 2, REFERENCE TO SAID PLAT BEING MADE FOR A MORE COMPLETE DESCRIPTION THEREOF.

TOGETHER WITH A MOBILE LOCATED THEREON AS A PERMANENT FIXTURE AND APPURTENANCE THERETO, DESCRIBED AS A 1992 DOUBLEWIDE CHAMPION MOBILE HOME BEARING TITLE NUMBER 2324565504AB.

THIS BEING THE SAME PROPERTY CONVEYED TO CAROL SANTANNA, BY DEED FROM CAROLINA HOME OPPORTUNITIES, INC. DATED MARCH 26, 2002, RECORDED APRIL 22, 2002, IN BOOK 1991, AT PAGE 1566, IN THE OFFICIAL RECORDS FOR GREENVILLE COUNTY. THEREAFTER, CAROL SANTANNA DIED APRIL 2, 2022, LEAVING HER INTEREST TO HER HEIRS OR DEVISEES.

TMS No. 0415.00-01-007.10

Property Address: 612 Standing Spring Greenville SC 29605

Judge's Signature Page to follow

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TMS No. 0415.00-01-007.10
Property Address: 612 Standing Spring Greenville SC 29605

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.

Circuit Court Judge

Judge Code

Date

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:

Cory Monteith
612 Standing Springs Rd
Greenville, SC 29605

David Scott Monteith, individually and as Personal Representative of the Estate of Betty Carolyn G. Santana, deceased
115 P Auston Woods Circle
Easley, SC 29640

Albertelli Law
1201 Main Street, Suite 1450
Columbia, SC 29201

ATTORNEY(S) FOR THE DEFENDANT(S)

ATTORNEY(S) FOR THE PLAINTIFF(S)

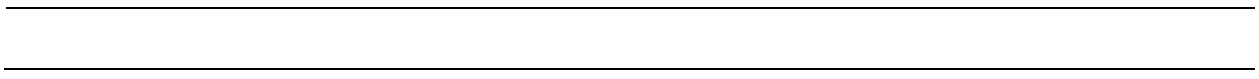
CLERK OF COURT

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

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 judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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: Nationstar Mortgage LLC vs. David Scott Monteith

Case Number: 2023CP2301517

Type: Order/Amend

And It Is So Ordered!

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