

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Carrington Mortgage Services LLC,  
Plaintiff,

v.

Steven H. Phillips, The United States of  
America, acting by and through its agency,  
The Secretary of Housing and Urban  
Development

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2023-CP-23-01826

JUDGMENT OF FORECLOSURE AND  
SALE

DEFICIENCY JUDGMENT WAIVED

23-002258

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

#### FINDINGS OF FACT

1. The Lis Pendens was filed on April 13, 2023.
2. The Summons and Complaint were filed on April 13, 2023.
3. At the time that the Lis Pendens was filed, the title holder of record was Stephen H. Phillips.
4. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
5. The Defendant(s) Steven H. Phillips is not in the Military Service of the United States of America, as contemplated in The Servicemembers' Civil Relief Act, 50 USC § 501 et seq. as shown by affidavit, certificate or order filed herein.
6. No Defendant raised any credible issues relating to Plaintiff's standing to prosecute this action.

7. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-22-01 dated May 22, 2009 (“2009 Order”), the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Pursuant to the 2009 Order, Plaintiff’s attorney has not received a counter affidavit from any Defendant.

8. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

9. Steven H. Phillips is in default.

10. 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.

11. Steven H. Phillips, for value received, made, executed and delivered a Note (“Note”) dated August 19, 2016 promising to pay to Plaintiff or its predecessor the sum of \$210,000.00. Other terms and conditions are stated in the Note, of record herein.

12. To better secure the payment of the Note Steven H. Phillips, made, executed and delivered to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for American Advisors Group its successors and assigns a certain real estate mortgage (“Mortgage”) in writing, dated August 19, 2016 covering real property in Greenville County, which is the same as that described in the complaint.

13. The Mortgage was filed on September 15, 2016 and is of record in Greenville County in the Office of RMC/ROD in Book MO 5357 at Page 1688. Thereafter, by assignment recorded January 9, 2023 in Book MO 5721 at Page 0905, the mortgage was assigned to Reverse

Mortgage Funding LLC. Thereafter, by assignment recorded April 3, 2023 in Book 5729 at Page 3583, the mortgage was assigned to Carrington Mortgage Services LLC.

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

LOT 19 PLEASANTBURG FOREST AS SHOWN ON PLAT RECORDED IN THE ROD OF GREENVILLE COUNTY, SOUTH CAROLINA, IN PLAT BOOK GG, PAGE 163.

BEING THE SAME PROPERTY CONVEYED TO STEVEN H. PHILLIPS FROM ESTATE OF WILLA WATTS PHILLIPS, DECEASED BY DEED OF DISTRIBUTION DATED APRIL 9, 2015 AND RECORDED AUGUST 13, 2015 IN BOOK DE 2471 AT PAGE 1271 IN THE REGISTER OFFICE OF GREENVILLE COUNTY, SOUTH CAROLINA.

TMS No. 0279000206700

Property Address: 207 Azalea Court Greenville SC 29615

### **PLAINTIFF'S FIRST CAUSE OF ACTION**

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

16. 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. 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.

17. This Mortgage is a Home Equity Conversion Mortgage, also known as a Reverse Mortgage. In and by the terms of the Note and Mortgage, it is provided, among other things, that if any of the conditions and requirements in the Mortgage are not complied with, then the whole principal sum and accrued interest shall become at once due and payable and collectible by

foreclosure. The Borrower is in default for failure to occupy the residence as his/her primary residence and/or for failure to certify the property remains their primary residence as required by the Reverse Mortgage.

18. The sum of \$3,275.00 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 \$2,205.00 to its counsel and such amount is included as part of advances below.

19. 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	\$80,031.66
b.	Interest from through July 26, 2023	\$20,087.73
c.	Interest from July 27, 2023 to October 9, 2023	\$819.78
d.	Advances - Property Inspections	\$ 215.00
e.	Advances - MIP/PMI	\$6,556.67
f.	Advances - Taxes	\$3,957.31
g.	Advances - Insurance	\$2,132.42
h.	Property Appraisals	\$ 485.00
i.	Property Preservation	\$5,743.60
j.	Paid Attorneys Fees and Costs	\$3,045.92
k.	Costs of Collection (prior to hearing)	\$697.14
l.	Attorneys' Fees	<u>\$1,070.00</u>
	Total debt secured by Note and Mortgage	\$124,842.23

Interest shall accrue to the above stated principal balance at 4.985% 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 4.985%. 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.

20. 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.

21. 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. The Defendant The United States of America, acting by and through its agency, The Secretary of Housing and Urban Development is made Defendant by virtue of that certain Adjustable Rate Home Equity Conversion Second Mortgage given by Steven H. Phillips in the amount of \$210,000.00, dated 08/19/2016 and recorded 09/15/2016 in Book MO 5357 at Page 1705. The United States of America is a Defendant by virtue of a mortgage derived from the issuance of insurance under the National Housing Act. Pursuant to 12 U.S.C. § 1701k, there is no right of redemption in favor of the United States of America.

IT IS THEREFORE ORDERED:

22. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Orders 2009-05-22-01, and 2011-05-02-01, 2020-04-30-02 and 2020-05-06-01, and the foreclosure may proceed.
23. There is due on the Note and Mortgage the sum of \$124,842.23 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.
24. The amount due in the preceding paragraph shall accrue interest at 4.9850% and together with such interest shall constitute the total debt due Plaintiff.
25. 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.

26. The Defendant(s) liable for the aforesaid judgment debt of the Note and Mortgage including interest at the rate of 4.9850% 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.
27. 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 4.9850%.

- 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.

28. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of the initial sale.

29. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71 SCRPC prior to sale.

30. 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.

31. 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.

32. 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.

33. 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) SCRC

34. 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.

35. 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.
36. 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.
37. 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.
38. 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.

39. 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.

40. The subject property is:

LOT 19 PLEASANTBURG FOREST AS SHOWN ON PLAT RECORDED IN THE ROD OF GREENVILLE COUNTY, SOUTH CAROLINA, IN PLAT BOOK GG, PAGE 163.

BEING THE SAME PROPERTY CONVEYED TO STEVEN H. PHILLIPS FROM ESTATE OF WILLA WATTS PHILLIPS, DECEASED BY DEED OF DISTRIBUTION DATED APRIL 9, 2015 AND RECORDED AUGUST 13, 2015 IN BOOK DE 2471 AT PAGE 1271 IN THE REGISTER OFFICE OF GREENVILLE COUNTY, SOUTH CAROLINA.

TMS No. 0279000206700

Property Address: 207 Azalea Court Greenville SC 29615

*Judge's Electronic Signature Page to follow*



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:

Steven H. Phillips  
207 Azalea Court  
Greenville, SC 29615

The United States of America, acting by and through its agency, The Secretary of Housing and Urban Development  
c/o George J. Conits,  
55 Beattie Place, Suite 700  
Greenville , SC 29601

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.  
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## Greenville Common Pleas

**Case Caption:** Carrington Mortgage Services Llc vs. Steven H Phillips , defendant, et al  
**Case Number:** 2023CP2301826  
**Type:** Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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