

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Wilmington Savings Fund Society, FSB, not individually but solely as trustee for Finance of America Structured Securities Acquisition Trust 2018-HB1,

Plaintiff,

v.

Thomas F. Kilby; Toni M. Kilby; Wellington Green Recreation Association; 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

CASE NO.: 2022-CP-23-00690

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

DEFICIENCY WAIVED

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Master in Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master in Equity shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held on August 8, 2022, attended by Brock & Scott PLLC, attorney for the Plaintiff, and a *Master in Equity's Order and Judgment of Foreclosure and Sale* was entered on August 9, 2022 (hereinafter: "Original Judgment"). All findings of fact, conclusions of law, orders and judgments contained in the Original Judgment remain binding and in effect except as expressly modified herein below. Subsequent to said hearing, the Plaintiff requested that the foreclosure sale be canceled due to a verbally approved COVID extension. Said extension expired and Plaintiff now wishes to proceed to foreclosure sale and a supplemental hearing was held on October 24, 2023, for the purpose of updating the debt due to the Plaintiff and setting a

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foreclosure sale date, a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$2,565.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.
2. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal Due as of Today's Date:	10/24/2023		\$235,798.52
Accrued Interest From:	09/09/2011	to: 09/21/2023	\$61,025.67
Per diem Interest From:	09/22/2023	to: 10/24/2023	\$104.64
Accruing at:	5.06% per annum		
Real Estate Taxes			\$ 19,309.07
Appraisals:			\$ 1,460.00
P.M.I./M.I.P.:			\$ 19,695.51
Property Preservation:			\$ 10.00
Property Inspections:			\$ 540.00
Corporate Advances			\$ 896.74
Other Charges:			\$ 8,133.21

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Costs of Collection Prior to Hearing:	\$1,197.08
Attorney's Fees:	\$ 2,565.00

Total Debt secured by Note and Mortgage, including interest to date is \$350,735.44. Interest for the period from the date shown above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 5.06% per annum, pursuant to the terms of the note and mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

Pursuant to Section 2410(c), Title 28, United States Code, the Defendant, United States of America, has a right of redemption on proper application to redeem the within property for 1 (one) year from the date of sale of the subject property.

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

1. The Plaintiff should have judgment of foreclosure of its mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its note and mortgage the sum of \$350,735.44. representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the note to the date hereof.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 5.06% per annum.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendants liable for the aforesaid mortgage debt shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiff's

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- attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the mortgaged premises, hereinafter described, shall be sold by the undersigned Master in Equity at public auction, at the Greenville County Courthouse, in the City of Greenville, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - A. FOR CASH: The undersigned Master in Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiffs debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 5.06% per annum.
 - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
 - D. Purchaser to pay for the deed and the cost of recording the deed.
 3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.
 4. That a personal or deficiency Judgment being Waived, the bidding will not remain open and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
 5. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, or any other person may

become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) after the date of sale, then the undersigned Master in Equity may re-advertise the premises for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
7. That the undersigned Master in Equity shall apply the proceeds of the sale as follows:
FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and
NEXT: To the payment of the amount to the Plaintiff, or the Plaintiff's Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and
NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.
8. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was one of the title holders of the mortgaged property at

the time of the filing of the Lis Pendens, and the Grantee; and that the Greenville County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Greenville County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.
11. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
12. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the premises herein ordered to be sold:

ALL THAT PIECE, PARCEL OR LOT OF LAND WITH BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON THE NORTHERN SIDE OF KENILWORTH DRIVE, IN GREENVILLE COUNTY, SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT NO. 127 ON A RESURVEY OF LOTS NOS. 126 AND 127 OF WELLINGTON GREEN, SECTION 3, (PREVIOUSLY INCORRECTLY REFERRED TO AS BEING RECORDED IN PLAT BOOK 4-Q PAGE 19) MADE BY PIEDMONT ENGINEERS & ARCHITECTS, DATED 10/18/71, AND HAVING, ACCORDING TO SAID PLAT, THE FOLLOWING METES AND BOUNDS, TO--WIT:

BEGINNING AT AN IRON PIN ON THE NORTHERN SIDE OF KENILWORTH DRIVE, THE JOINT FRONT CORNER OF LOTS NOS.

**126 AND 127, IN ACCORDANCE WITH NEWER SURVEY HEREIN-
ABOVE REFERRED TO, AND RUNNING THENCE WITH SAID JOINT
LINE, N. 31-40 W. 279.8 FEET TO AN IRON PIN; THENCE N. 79-46 E. 82
FEET TO AN IRON PIN; THENCE S. 38-16 E 260.8 FEET TO A POINT
ON THE NORTHERN SIDE OF SAID KENILWORTH DRIVE; THENCE
RUNNING ALONG SAID KENILWORTH DRIVE, S. 56-25 W., 105 FEET
TO THE POINT OF BEGINNING.**

**THIS BEING THE SAME PROPERTY CONVEYED TO THOMAS F.
KILBY AND TONI M. KILBY BY DEED OF W.F. SHIVERS, SR., AND
CAROLYN H. SHIVERS DATED APRIL 11, 1972, AND RECORDED
APRIL 19, 1972, IN BOOK 940 AT PAGE 573 IN THE OFFICE OF THE
REGISTER OF DEEDS FOR GREENVILLE COUNTY, SOUTH
CAROLINA.**

CURRENT ADDRESS OF PROPERTY: 600 Kenilworth Drive, Greenville, SC 29615

TMS: 0541.04-01-111.01

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

FORM 4

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE
 IN THE COMMON PLEAS COURT

JUDGMENT IN A CIVIL CASE

CASE NO. 2022-CP-23-00690

Wilmington Savings Fund Society, FSB, not individually but solely as trustee for Finance of America Structured Securities Acquisition Trust 2018-HB1
 PLAINTIFF(S)

Thomas F. Kilby; Toni M. Kilby; Wellington Green Recreation Association; The United States of America, acting by and through its agency, The Secretary of Housing and Urban Development
 DEFENDANT(S)

<p>Submitted by: <u>Brock & Scott, PLLC</u> <u>Westpark Center</u> <u>3800 Fernandina Road, Suite 110</u> <u>Columbia, SC 29210</u></p>	<p>Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant</p>
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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.
- ACTION DISMISSED** (CHECK REASON): Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled); Other
- ACTION STRICKEN** (CHECK REASON): Rule 40(j), SCRCP; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK

APPLICABLE BOX):

- Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow)
 Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the

Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		N/A
<p>If applicable, describe the property, including tax map information and address, referenced in the order:</p> <p>ALL that piece, parcel or lot of land with buildings and improvements thereon, situate, lying and being on the northern side of Kenilworth Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 127 on a Resurvey of Lots Nos. 126 and 127 of WELLINGTON GREEN, Section 3, (previously incorrectly referred to as being recorded in Plat Book 4-Q Page 19) made by Piedmont Engineers & Architects, dated 10/18/71, and having, according to said plat, the following metes and bounds, to-wit:</p> <p>BEGINNING at an iron pin on the northern side of Kenilworth Drive, the joint front corner of Lots Nos. 126 and 127, in accordance with newer survey herein-above referred to, and running thence with said joint line, N. 31-40 W. 279.8 feet to an iron pin; thence N. 79-46 E. 82 feet to an iron pin; thence S. 38-16 E 260.8 feet to a point on the northern side of said Kenilworth Drive; thence running along said Kenilworth Drive, S. 56-25 W., 105 feet to the point of beginning.</p> <p>This being the same property conveyed to Thomas F. Kilby and Toni M. Kilby by Deed of W.F. Shivers, Sr., and Carolyn H. Shivers dated April 11, 1972, and recorded April 19, 1972, in Book 940 at Page 573 in the Office of the Register of Deeds for Greenville County, South Carolina.</p>		

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
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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:

Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road, Suite 110
Columbia, SC 29210

**ATTORNEY(S) FOR THE
DEFENDANT(S)**

**ATTORNEY(S) FOR THE
PLAINTIFF(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 judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

**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.



Greenville Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb , plaintiff, et al vs. Thomas F
Kilby , defendant, et al
Case Number: 2022CP2300690
Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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