

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2022-CP-23-04487

Wilmington Savings Fund Society,  
FSB, dba Christiana Trust as Trustee  
for PNPMS Trust II,  
Plaintiff,

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

**Deficiency Judgment Waived**

v.

Kelly K. Olan aka Kelly Kanaley Olan;  
Christopher J. Olan aka Christopher John  
Olan; Secretary of Housing and Urban  
Development; The United States of America  
acting by and through its agency the Internal  
Revenue Service; LVNV Funding, LLC,  
Defendants.

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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 November 8, 2023, attended by attorney for Plaintiff; Lauren Kronson, witness for Plaintiff, and Defendant Kelly Olan, 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 August 19, 2022.
2. The Summons and Complaint were filed on August 19, 2022.
3. Service was made upon the Defendants named in this Order as is shown by the proofs of service and publication filed herein.
4. Defendants Department of Housing and Urban Development and Internal Revenue Service filed an Answer in this action.
5. Defendant United States of America through its agency Department of Housing and Urban

- Development waived its statutory right of redemption; Defendant United States of America through its agency the Internal Revenue Service asserted its statutory right of redemption.
6. Defendants Kelly K. Olan aka Kelly Kanaley Olan, Christopher J. Olan aka Christopher John Olan, and LVNV Funding, LLC are in default as shown by the Affidavit filed herein.
  7. 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.
  8. All Defendants were notified of the time, date and place of the hearing in this matter.
  9. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01.
  10. For value received, Defendants Kelly K. Olan aka Kelly Kanaley Olan and Christopher J. Olan aka Christopher John Olan made, executed and delivered a Note, dated February 14, 2000, promising thereby to pay to the order of Century Financial Group, Inc., the sum of \$31,500.00, with interest at the rate of 14.500% per annum. Other terms and conditions are stated in the Note, which is of record herein.
  11. To better secure the payment of the Note described above, Defendants Kelly K. Olan aka Kelly Kanaley Olan and Christopher J. Olan aka Christopher John Olan made, executed and delivered to Century Financial Group, Inc., a Mortgage, in writing, dated February 14, 2000, covering real property in Greenville County. The Mortgage was recorded on May 1, 2001, and is of record in the Office of the Register of Deeds for Greenville County in Book 3476, Page 635.
  12. By an Assignment of Mortgage executed August 20, 2002, Century Financial Group, Inc. assigned the Mortgage to Homeq Servicing Corporation (successor by Merger to TMS Mortgage Inc., DBA The Money Store). Said assignment was recorded in the Office of the Register of Deeds for Greenville County on October 4, 2002, in Book 3760, Page 1759.
  13. By an Assignment of Mortgage executed February 12, 2004, Mortgage to Homeq Servicing Corporation, successor by Merger to TMS Mortgage Inc., DBA The Money Store assigned the Mortgage to Sherman Acquisition L.P. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on March 23, 2004, in Book 4136, Page 1371.
  14. By an Assignment of Mortgage executed April 19, 2022, Sherman Acquisition L.P. assigned the Mortgage to Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust

as Trustee for PNPMS Trust II. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on May 17, 2022, in Book MO 5691, Page 4717.

15. The Plaintiff is informed and believes that the Mortgage constitutes a valid second mortgage lien on the subject Property. Said Mortgage is subordinate that certain mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for Watermark Financial Partners, Inc. by Christopher J. Olan and Kelly K. Olan, dated September 23, 2002, and recorded in the Office of the Register of Deeds for Greenville County on September 27, 2002 in Book 3755, Page 27, by virtue of a Subordination of Mortgage recorded in the Office of the Register of Deeds for Greenville County in Book 3760, Page 1823.
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.
17. 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.
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 its attorney of record herein for collection.
19. I decline to reward attorneys' fees incurred in the prosecution of this matter.
20. I find in the interest of equity that, due to the length of time pending between the date of default and the bringing of this action, total interest awarded shall be limited to eighteen (18) months in that there is no evidence the significant delay in the prosecution of this action was a result of any actions of the Olans.
21. 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, excluding attorney's fees, secured by the Note and Mortgage, is as follows:

Principal Balance Due	\$30,755.81
Interest Due (Eighteen months from date of default)	\$ 6,696.56
Current Rate 14.50000%, Per Diem \$12.22	
BPO	\$12.00
Property Inspections	\$444.00
Prior Servicer Corporate Advance	\$340.00
Hazard Insurance	\$828.08

**TOTAL DEBT OWED****\$ 39,076.45**

Total Debt secured by Note and Mortgage, including interest to date shown \$ 39,076.45. 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 14.50000%, 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.

22. 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), SCRPC.
23. 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), SCRPC. Said Defendants and such claims or liens are as follows:
  - a) Defendants LVNV Funding LLC holds a judgment against Kelly Olan in the amount of \$1,890.40 and filed in the Office of the Clerk of Court for Greenville County under Civil Action Number 2020-CP-23-05626 on March 19, 2021. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.
  - b) Defendant Secretary of Housing and Urban Development holds two mortgages given by Christopher J. Olan and Kelly K. Olan. The first mortgage is in the amount of \$10,766.64, dated January 6, 2009 and recorded in the Office of the Register of Deeds for Greenville County on February 12, 2009 in Book MO5024, Page 4143. The second mortgage is in the amount of \$2,767.27, dated November 22, 2021, and recorded in the Office of the Register of Deeds for Greenville County on December 22, 2021 in Book MO5666, Page 3709. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.
  - c) Defendant The United States of America acting by and through its agency the Internal Revenue Service holds two tax liens against Christopher J. Olan and Kelly K. Olan. The first tax lien in the amount of \$48,533.85 bearing serial number

663642510 was recorded in Office of the Register of Deeds for Greenville County on June 11, 2010 in Book MI 51, Page 1. The second tax lien in the amount of \$11,011.69 bearing serial number 3378811219 was recorded in Office of the Register of Deeds for Greenville County on September 12, 2019, in Book MI 149, Page 1289. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.

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

24. 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.
25. That there is due to the Plaintiff on its note and mortgage the sum of \$ 39,076.45, representing the Total Debt due to the Plaintiff as set out in Paragraph 19, above, together with interest thereon at the rate provided in the note to the date hereof.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

26. That the Plaintiff is in full compliance with South Carolina Supreme Court Administrative Order 2011-05-02-01.
27. 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.
28. 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 14.50000%.
  - D. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, the statutory right of redemption asserted by the United States through its agency the Internal Revenue Service, and any other senior encumbrances, including that senior mortgage given to Mortgage Electronic

Registration Systems, Inc. as nominee for Watermark Financial Partners, Inc. by Christopher J. Olan and Kelly K. Olan, dated September 23, 2002, and recorded in the Office of the Register of Deeds for Greenville County on September 27, 2002 in Book 3755, Page 27.

- 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.
29. 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.
  30. 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.
  31. 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.
  32. 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.
  33. 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), SCRPC.

34. In the event the successful bidder is other than the Defendants in possession of the subject property, the Sheriff of Greenville County is hereby directed to eject and remove from the premises the occupants of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.
35. 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.
36. 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.
37. That the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the Defendant Kelly K. Olan aka Kelly Kanaley Olan, 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.
38. 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), SCRPC.
39. 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 10 of the Findings of Fact hereinabove.
40. 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 21 of the Findings of Fact hereinabove from the title of the subject property.

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

**All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated at Lot No. 21 as shown on plat of Maple Creek made by Wooten Surveying, dated July 31, 1997, and recorded in the RMC Office for Greenville County, SC, in Plat Book 35W, at Page 20, and more recently shown on a survey prepared by Wooten Surveying Co., dated June 16, 1999, entitled "Closing Survey for Chris Olan and Kelly Olan", recorded in the RMC Office for Greenville County, SC, in Plat Book 40-F, at Page 87, reference to said latter plat is hereby made for a more complete metes and bounds description thereof.**

**Being same as property as conveyed to Christopher J Olan and Kelly K Olan via deed by CATO HOMES, INC. dated June 18, 1999 and recorded in the Greenville Register of Deeds office on June 22, 1999 in deed book 1846 at page 0864. Thereafter, conveyed by Quit Claim Deed to Kelly Kanaley Olan from Christopher J Olan dated July 1, 2013 recorded in the Greenville County Register of Deeds office on July 2, 2013 in Book DE 2427, page 1039.**

**Property Address: 407 Golden Leaf Lane Simpsonville, SC 29681  
TMS#: 0548340102100**

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW.





All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated at Lot No. 21 as shown on plat of Maple Creek made by Wooten Surveying, dated July 31, 1997, and recorded in the RMC Office for Greenville County, SC, in Plat Book 35W, at Page 20, and more recently shown on a survey prepared by Wooten Surveying Co., dated June 16, 1999, entitled "Closing Survey for Chris Olan and Kelly Olan", recorded in the RMC Office for Greenville County, SC, in Plat Book 40-F, at Page 87, reference to said latter plat is hereby made for a more complete metes and bounds description thereof.

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 TMS#: 0548340102100

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

Kelly K. Olan aka Kelly Kanaley Olan  
 407 Golden Leaf Ln  
 Simpson, SC 29681  
 (Last known address)

Christopher J. Olan aka Christopher John Olan  
 38 Laredo Dr  
 Rochester, NY 14624

LVNV Funding, LLC  
 c/o Corporation Service Company Registered Agent  
 c/o Beth Ramsley, Paralegal  
 508 Meeting Street  
 West Columbia, SC 29169

Robert M. Sneed, Esq.  
 Attorney for Defendant Secretary of Housing  
 and Urban Development  
 Attn: Attorney General  
 451 7th St SW  
 Washington, DC 20410

Robert M. Sneed, Esq.  
Attorney for Defendant Secretary of Housing  
and Urban Development  
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55 Beattie Place, Suite 700  
Greenville, SC 29601

Robert M. Sneed, Esq.  
Attorney for Defendant The United States of  
America acting by and through its agency  
The Internal Revenue Service  
55 Beattie Place, Suite 700  
Greenville, SC 29601

Defendant(s)

**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-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.

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Greenville Common Pleas

**Case Caption:** Wilmington Savings Fund Society FSB , plaintiff, et al vs. Kelly K Olan , defendant, et al  
**Case Number:** 2022CP2304487  
**Type:** Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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