ELECTRONICALLY FILED - 2023 Nov 07 2:21 PM - GREENVILLE - COMMON PLEAS - CASE#2023CP2303338

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE Deutsche Bank National Trust Company, as Trustee on behalf of the Certificateholders of Natixis Real Estate Capital Trust 2007-HE2, Mortgage Pass-Through Certificates, Series 2007-HE2, Plaintiff, v. Paige R. Lancaster; Anderson Brothers Bank; First Horizon Bank; Defendant(s).	IN THE COURT OF COMMON PLEAS DOCKET NO. 2023CP2303338 JUDGMENT OF FORECLOSURE AND SALE Deficiency Judgment Waived

(011847-04955)

John J. Hearn, Esquire
Attorney for the Plaintiff

A hearing was held November 7, 2023 at 11:00am. 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 June 29, 2023.

2. The Summons and Complaint were filed on June 29, 2023.

3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.

4. The Defendant(s) Paige R. Lancaster, Anderson Brothers Bank and First Horizon Bank are in default.

5. The Defendant(s) Paige R. Lancaster, is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. 3901 et. seq. as shown by affidavit, certificate or order filed herein.

6. No Defendant raised any issues related to Plaintiff's standing to prosecute this action.

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7. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011 and with the South Carolina Supreme Court Administrative Order 2020-04-30-02 and 2020-05-06-01.

8. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

9. Paige R. Lancaster for value received, made, executed and delivered a(n) Fixed Rate Note dated June 6, 2006 promising thereby to pay to Plaintiff or its predecessor the sum of $64,800.00 with interest at 2% per annum. Other terms and conditions are stated in the Fixed Rate Note, of record herein.

10. To better secure the payment of the Fixed Rate Note described above, Paige R. Lancaster made, executed, and delivered to First Horizon Home Loan Corporation a certain real estate Mortgage in writing, dated June 6, 2006 covering real property in Greenville County, which is the same as that described in the Complaint. This Mortgage was filed on June 8, 2006, and is of record in the Office of RMC/ROD in Book 4581 at Page 1079. The Mortgage and Note was purchased by Deutsche Bank National Trust Company, as Trustee on behalf of the Certificateholders of Natixis Real Estate Capital Trust 2007-HE2, Mortgage Pass-Through Certificates, Series 2007-HE2, but the original executed assignment from First Horizon Home Loan Corporation to Deutsche Bank National Trust Company, as Trustee on behalf of the Certificateholders of Natixis Real Estate Capital Trust 2007-HE2, Mortgage Pass-Through Certificates, Series 2007-HE2 cannot be located for the recording. A Lost Assignment Affidavit was dated January 13, 2023 and recorded on January 20, 2023 in Book 5722 at Page 1297. This loan is subject to a loan modification dated June 1, 2020.

FOR A FIRST CAUSE OF ACTION
(Ratification of Assignment)

11. The Defendant First Horizon Home Loan Corporation, for value received, sold the purchase money first Mortgage to the Plaintiff. First Horizon Home Loan Corporation intended, but neglected to execute an assignment of the purchase money first Mortgage in favor of the Plaintiff. The Defendant First Horizon Home Loan Corporation, thereby relinquished all right, title, and interest in the Note and Mortgage.

The Note and Mortgage have not been further assigned, pledged, hypothecated or otherwise disposed of.

The Plaintiff is entitled to an order quieting ownership of the Note and Mortgage in itself.

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FOR A SECOND CAUSE OF ACTION
(Foreclosure of the Mortgage)

12. This Mortgage constitutes a purchase money first Priority lien on the subject property, subject only to ad valorem taxes or other liens/taxes given priority by statute.

13. 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.

14. The titleholder(s) of record in and to the subject property as of the filing of the lis pendens in this action is Paige R. Lancaster, who is the original mortgagor(s).

15. Payment due on the Fixed Rate Note has not been made as provided for 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 Fixed Rate Note and purchase money first Mortgage in the hands of the attorney herein for collection by foreclosure.

16. The sum of $3,400.00 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 Fixed Rate 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 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 $605.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

17. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Fixed Rate Note, with interest at the rate provided in the Fixed Rate Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Fixed Rate Note and Mortgage, is as follows:

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(a) Principal due August 1, 2021 ..... $45,964.35

(b) Interest $1,887.66

From August 1, 2021 to August 5, 2023 at 2.00000%
From December 01, 2012 to December 31, 2012 at 2.00000%
From January 01, 2011 to November 30, 2012 at 5.27000%
From June 01, 2009 to December 31, 2010 at 9.97500%
From June 1, 2006 to May 31, 2009 at 2.00000%

Interest from August 5, 2023 through November 7, 2023 at 2.0000% $309.96

(c) Allowable Advances (Escrow advances, corporate charges, paid attorney fees, paid costs and expenses from the foreclosure action, and/or other charges) $5,862.46

(d) Costs of collection prior to hearing (service, filing, etc.) $1,583.96

(e) Allowable Late Charges $30.00

(f) Attorney fee (awarded herein, but unpaid) $2,795.00

TOTAL debt secured by Fixed Rate Note and Mortgage, including interest to date shown $58,433.39

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 2% per annum (pursuant to the terms of the Fixed Rate Note and purchase money first Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the purchase money first Mortgage through the date to which such interest is computed.

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

19. 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 Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. Anderson Brothers Bank, by virtue of a judgment against Paige R. Lancaster in the amount of $7,382.00, dated August 10, 2020 and recorded on August 21, 2020 in Judgment Roll No. 2020-CP-23-03957. Also including any other liens they may have.

b. First Horizon Bank by virtue of ratification cause of action.

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IT IS THEREFORE ORDERED:

20. The South Carolina Supreme Court Administrative Order 2009-5-22-1 dated May 22, 2009 is not applicable because the Home Affordable Modification Program expired before commencement of this action. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011 and with the South Carolina Supreme Court Administrative Orders 2020-04-30-02 and 2020-05-06-01, and the foreclosure action may proceed.

21. Ownership of the subject Mortgage is hereby quieted in the Plaintiff, and the RMC/ROD is hereby directed to annotate the indices accordingly, so as to give notice in the public records.

22. There is due to the Plaintiff on the Fixed Rate Note and purchase money first Mortgage set forth in the Complaint the sum of $58,433.39 dollars, as set out 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.

23. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

24. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, 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.

25. The Defendant(s) liable for the aforesaid judgment debt of the Fixed Rate Note and Mortgage including interest at the rate of 2% 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 with the costs and disbursements of this action. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter 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 expense of the action and then to plaintiff's debt. Should the

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successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 20 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and 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 2%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

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

e. Purchaser to pay for deed preparation, costs of recording the deed, and transfer taxes on the deed.

f. 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 or Special Referee.

26. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

27. Plaintiff may waive any of its rights, in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.

28. The Master in Equity 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 20 days after date of sale, then the Master in Equity may advertise the said 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.

29. 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 this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

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30. 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.

31. The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem fee, Servicemember Civil Relief Act attorney fee, or any other attorney's fees awarded under this or any other Order of this Court;

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 attorney 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;

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) of the South Carolina Rules of Civil Procedure.

32. In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property and a Writ of Assistance is presented to the Court after said Deed is properly recorded in the ROD Office for Greenville County, 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 purchaser or his assigns in full, quiet, and peaceable possession of said property within a reasonable time, and to place said successful purchaser or his assigns in such peaceable possession.

33. In the event the successful purchaser 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 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.

34. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is 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.

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35. 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.

36. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), 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.

37. 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.

38. The following is a description of the property herein ordered to be sold:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 0.29 acre, more or less, and being shown and designated as Lot No. 32 upon plat of survey prepared for Angela Nivens by Deaton Land Surveyors, Inc., dated October 16, 1997and recorded in Plat Book 36-Q at Page 10 in the Office of the Register of Deeds for Greenville County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This being the same property conveyed to Paige R. Lancaster by deed of Katherine E. Olsen, dated May 8, 2006 and recorded June 8, 2006 in Book 2209 at Page 1296 in the Register of Deeds Office for Greenville County.

Property Address: 101 Lanier Dr
Landrum, SC 29356

TMS/PIN# 0624.01-09-001.00

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP2303338

Deutsche Bank National Trust Company, as Trustee on behalf of the Certificateholders of Natixis Real Estate Capital Trust 2007-HE2, Mortgage Pass-Through Certificates, Series 2007-HE2	Paige R. Lancaster; Anderson Brothers Bank; First Horizon Bank;
PLAINTIFF(S)	DEFENDANT(S)

Submitted by: John J. Hearn (SC Bar # 6635); Brian P. Yoho (SC Bar #73516); Jeriel A Thomas (SC Bar # 101400)
Attorneys for the Plaintiff
Rogers Townsend, LLC
1221 Main Street, 14th Floor
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rogerstownsend.com

Attorney for : ☑ Plaintiff ☐ Defendant
or
☐ 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. ☐ See Page 2 for additional information.

☐ **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 : As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

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)

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N/A		
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:
ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 0.29 acre, more or less, and being shown and designated as Lot No. 32 upon plat of survey prepared for Angela Nivens by Deaton Land Surveyors, Inc., dated October 16, 1997and recorded in Plat Book 36-Q at Page 10 in the Office of the Register of Deeds for Greenville County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This being the same property conveyed to Paige R. Lancaster by deed of Katherine E. Olsen, dated May 8, 2006 and recorded June 8, 2006 in Book 2209 at Page 1296 in the Register of Deeds Office for Greenville County.

0624.01-09-001.00

101 Lanier Dr
Landrum, SC, 29356

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/Master in Equity/Special Referee | **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:

Rogers Townsend, LLC
P.O. Box 100200
Columbia, SC 29202-3400
ATTORNEY(S) FOR THE PLAINTIFF(S)
011847-04955

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Paige R. Lancaster
101 Lanier Drive
Landrum, SC 29356

Anderson Brothers Bank
101 N. Main Street
Mullins, SC 29574

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First Horizon Bank
2 Office Park Court
Suite 103
Columbia, SC 29223

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), SCRCP.

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: Deutsche Bank National Trust Company , plaintiff, et al vs. Paige R Lancaster , defendant, et al

Case Number: 2023CP2303338

Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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