

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
CASE NO.: 2023-CP-23-03490

U.S. Bank Trust National Association as
Trustee of BKPL Lodge Series I Trust,
Plaintiff,

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

Deficiency Judgment Waived

v.

Wesley M. Hester aka Wes M. Hester;
CitiMortgage, Inc,
Defendants.

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 December 11, 2023 via Zoom, 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. The Lis Pendens was filed on July 10, 2023.
2. The Summons and Complaint were filed on July 10, 2023.
3. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.
4. Wesley M. Hester aka Wes M. Hester filed a pro se answer.
5. Defendant CitiMortgage, Inc. is in default as shown by the Affidavit filed herein.
6. 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.
7. All Defendants were notified of the time, date and place of the hearing in this matter.

8. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01.
9. For value received, Defendant Wesley M. Hester aka Wes M. Hester made, executed and delivered a Note, dated September 8, 2005, promising thereby to pay to the order of Taylor, Bean & Whitaker Mortgage Corp., the sum of \$60,000.00, with interest at the rate of 7.2500% per annum. Other terms and conditions are stated in the Note, which is of record herein.
10. To better secure the payment of the Note described above, Defendant Wesley M. Hester aka Wes M. Hester made, executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Taylor, Bean & Whitaker Mortgage Corp., a Mortgage, in writing, dated September 8, 2005, covering real property in Greenville County. The Mortgage was recorded on September 26, 2005, and is of record in the Office of the Register of Deeds for Greenville County in Book 4440, Page 633.
11. This loan is subject to a Loan Modification Agreement executed December 10, 2018 (Effective date October 1, 2018). Said loan modification stated the new principal balance of \$49,161.30; reduced the interest rate to 5.500%; and extended the maturity date to December 1, 2035.
12. By an Assignment of Mortgage dated July 5, 2007, (MERS) Mortgage Electronic Registration Systems, Inc., as nominee for Taylor, Bean & Whitaker Mortgage Corp. assigned the Mortgage to Deutsche Bank National Trust Company as Trustee under the Pooling and Servicing Agreement Series ITF INABS 2006-C. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on July 16, 2007, in Mortgage Book 4815, Page 1771.
13. By an Assignment of Mortgage dated January 24, 2012, Deutsche Bank National Trust Company as Trustee under the Pooling and Servicing Agreement Series ITF INABS 2006-C assigned the Mortgage to Taylor, Bean & Whitaker Mortgage Corp. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on September 11, 2012, in Mortgage Book 5178, Page 43.
14. By an Assignment of Mortgage dated October 13, 2020, Taylor, Bean & Whitaker Mortgage Corp. assigned the Mortgage to ABS Loan Trust. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on March 31, 2022, in

Mortgage Book 5684, Page 1526.

15. By an Assignment of Mortgage dated March 8, 2022, ABS Loan Trust assigned the Mortgage to ABS Loan Trust III. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on March 31, 2022, in Mortgage Book 5684, Page 1527.
16. By an Assignment of Mortgage dated March 18, 2022, ABS Loan Trust III assigned the Mortgage to U.S. Bank Trust National Association as Trustee of the BKPL Lodge Series I Trust. Said assignment was recorded in the Office of the Register of Deeds for Greenville County on March 31, 2022, in Mortgage Book 5684, Page 1529.
17. The Plaintiff is informed and believes that the Mortgage constitutes a valid first mortgage lien on the subject Property.
18. 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.
19. 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.
20. 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.
21. 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 attorneys; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$2,835.00 is a reasonable attorney's fee for the Plaintiff's attorneys for services performed through the date of this hearing, under the terms of the Note and Mortgage.
22. 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, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal Balance Due	\$40,970.42
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Interest Due through 10/29/2023	\$2,050.66
Current Rate 5.5%, Per Diem \$6.17	
Interest from 10/30/2023 through 12/11/2023	\$259.14
Insurance (Hazard Insurance/Forced Placed Insurance/Private Mortgage Insurance)	\$770.19
Late Charges	\$499.81
Foreclosure Costs through hearing	\$1,131.40
Foreclosure Attorney's Fees through the hearing	\$2,835.00
TOTAL DEBT OWED	\$48,516.62

Total Debt secured by Note and Mortgage, including interest to date shown \$48,516.62. 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 5.5%, 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.

23. 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.
24. 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 CitiMortgage, Inc. holds a mortgage given to Mortgage Electronic Registration Systems, Inc. as nominee for Taylor, Bean & Whitaker Mortgage Corp. by Wesley M. Hester in the amount of \$15,000.00, dated September 8, 2005, and recorded in the Office of the Register of Deeds for Greenville County on September 26, 2005, in Book 4440, Page 646. The mortgage was assigned to CitiMortgage, Inc. by Mortgage Electronic Registration Systems, Inc. as nominee for Taylor, Bean & Whitaker Mortgage Corp. on January 8, 2015. Said Assignment of Mortgage was recorded in the Office of the Register of Deeds for Greenville County on January 13, 2015, in Mortgage Book 5280, Page 4724. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.

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

25. 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.
26. That there is due to the Plaintiff on its note and mortgage the sum of \$48,516.62 representing the Total Debt due to the Plaintiff as set out in Paragraph 22, above, together with interest thereon at the rate provided in the note to the date hereof.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

27. That the Plaintiff is in full compliance with South Carolina Supreme Court Administrative Order 2011-05-02-01.
28. 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.
29. 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 thirty (30) 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 5.5%.
 - D. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
 - 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.
30. 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.

31. 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.
32. 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.
33. 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.
34. 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's fees); and
NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.
35. In the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and only upon issuance of a Writ of Assistance by this Court, the Sheriff of Greenville County may be ordered and directed to eject and remove from the premises 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 premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.
36. 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.

37. 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.
38. That the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the Defendant Wes M. Hester a/k/a Wesley M. Hester, 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.
39. 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.
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 to release of record the lien being foreclosed, which lien is described in Paragraph 10 of the Findings of Fact hereinabove.
41. 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 24 of the Findings of Fact hereinabove from the title of the subject property.
42. That the following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land, situate and lying in the County of Greenville, State of South Carolina, being shown and designated as part of Lot 120 on a plat entitled Michel G. and Judith A. Chambers, dated June 25, 2004, prepared by Plumlee Surveying and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book 48-S, at Page 22 reference to said plat is hereby craved for the metes and bounds description.

This is the same property conveyed to Wes M. Hester a/k/a Wesley M. Hester by Deed of Michel G. Chambers and Judith A. Chambers, dated July 14, 2004,

and recorded July 20, 2004, in the Register of Deeds Office for Greenville County, South Carolina, in Deed Book 2098, at Page 1713.

**Property Address: 120 West Marion Road, Greenville, SC 29617
TMS#: 0133 00 05 019 02**

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW.

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

**IN THE COURT OF COMMON PLEAS
JUDGMENT IN A CIVIL CASE
CASE NO. 2023-CP-23-03490**

U.S. Bank Trust National Association as Trustee of Wesley M. Hester aka Wes M. Hester, et al.
BKPL Lodge Series I Trust

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: McMichael Taylor Gray, LLC	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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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), SCRCF; Rule 41(a), SCRCF (Vol. Nonsuit); Rule 43(k), SCRCF (Settled); Other
- ACTION STRICKEN (*CHECK REASON*):** Rule 40(j), SCRCF; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- 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 PUBLIC 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)
U.S. Bank Trust National Association as Trustee of BKPL Lodge Series I Trust	Wesley M. Hester aka Wes M. Hester	\$ 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, situate and lying in the County of Greenville, State of South Carolina, being shown and designated as part of Lot 120 on a plat entitled Michel G. and Judith A. Chambers, dated June 25, 2004, prepared by Plumblee Surveying and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book 48-S, at Page 22

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Property Address: 120 West Marion Road, Greenville, SC 29617
TMS#: 0133 00 05 019 02

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

Wesley M. Hester aka Wes M. Hester
120 West Marion Road
Greenville, SC 29617

CitiMortgage, Inc
1000 Technology Dr. MSC 140
O Fallon, MO 63368

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.



Greenville Common Pleas

Case Caption: US Bank Trust National Association , plaintiff, et al vs. Wesley M Hester , defendant, et al
Case Number: 2023CP2303490
Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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