

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

Citibank, N.A., as trustee for CMLTI Asset Trust,

PLAINTIFF,

vs.

L. Perry Bennett, Jr; Country View Estates Homeowners Association; Cherokee Builders, Inc.,

DEFENDANT(S)

MASTER’S ORDER AND JUDGMENT OF FORECLOSURE AND SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2024-CP-23-00236

DEFICIENCY WAIVED

TO:

Hutchens Law Firm LLP
Attorney for Plaintiff

Pursuant to Rule 53 SCRCP, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the case. Pursuant to the said Order of Reference a hearing was held on April 18, 2024, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find conclude and order as follows:

PROCEDURAL HISTORY

1. The Lis Pendens was filed on January 12, 2024.
2. The Summons and Complaint were filed on January 12, 2024.
3. Service was made upon the Defendant(s) named in this Order as is shown by the Proof(s) of Service filed herein.
4. That the Defendant(s) L. Perry Bennett, Jr; Country View Estates Homeowners Association; and Cherokee Builders, Inc. are in default as shown by the Affidavit of Default on file herein.
5. The Defendant(s) and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Service members Civil Relief Act, and any amendments thereto.

7. At the time of the filing of the Lis Pendens and Complaint, L. Perry Bennett, Jr was the current owner of record for the subject property.

FINDINGS OF FACT
AS TO THE FIRST CAUSE OF ACTION
(MORTGAGE FORECLOSURE)

1. For value received, L Perry Bennett, Jr made, executed and delivered a Note dated October 28, 2006, promising thereby to pay to the order of CitiFinancial. Inc. the sum of Two Hundred Fifteen Thousand Five Hundred Fifty-One And 86/100 (\$215,551.86) with interest at 8.4276 percent per annum. Other terms and conditions are stated in the Note, which is of record herein.

2. To better secure the payment of the Note described above, the said L Perry Bennett, Jr made, executed and delivered to CitiFinancial. Inc. a mortgage in writing, dated October 28, 2006, covering real property in Greenville County, which is the same as that described in the Complaint. The mortgage was filed on October 31, 2006, and is of record in the Office of the Register of Deeds - Greenville County in Mortgage Book No. MO 4667, at Page 794.

3. Thereafter, by virtue of an assignment dated April 11, 2016, recorded on April 19, 2016 in Mortgage Book MO 5334 at Page 5480, CFNA Receivables (SC), Inc., fka Citifinancial, Inc., a South Carolina Corporation assigned said mortgage unto Citifinancial Servicing LLC, a Delaware Limited Liability Company.

4. Thereafter, by virtue of an assignment dated April 11, 2016, recorded on April 19, 2016 in Mortgage Book MO 5334 at Page 5481, Citifinancial Servicing LLC, a Delaware Limited Liability Company assigned said mortgage unto Bayview Loan Servicing, LLC, a Delaware Limited Liability Company.

5. Thereafter, by virtue of a corrective assignment dated January 25, 2018, recorded on May 23, 2018 in Mortgage Book MO 5437 at Page 780, CFNA Receivables (SC), Inc., fka Citifinancial, Inc., a South Carolina Corporation assigned said mortgage unto Citifinancial Servicing LLC, a Delaware Limited Liability Company.

6. Thereafter, by virtue of a corrective assignment dated May 16, 2018, recorded on May 23, 2018 in Mortgage Book MO 5437 at Page 781, Citifinancial Servicing LLC, a Delaware Limited Liability Company assigned said mortgage unto Bayview Loan Servicing, LLC, a Delaware Limited Liability Company.

7. Thereafter, by virtue of an assignment dated January 3, 2018, recorded on May 23, 2018 in Mortgage Book MO 5437 at Page 782, Bayview Loan Servicing, LLC, a Delaware Limited Liability Company assigned said mortgage unto Wilmington Savings Fund Society, FSB, solely as owner trustee on behalf of Grand Avenue Mortgage Loan Trust 2017-RPL1.

8. Thereafter, by virtue of an assignment dated October 26, 2022, recorded on November 30, 2022 in Mortgage Book MO 5717 at Page 1953, Wilmington Savings Fund Society, FSB, solely as owner trustee on behalf of Grand Avenue Mortgage Loan Trust 2017-RPL1, by Select Portfolio Servicing, Inc., its Attorney in Fact assigned said mortgage unto Citibank, N.A., as trustee for CMLTI Asset Trust.

9. Thereafter, the loan was modified by a Loan Modification Agreement dated January 10, 2017 whereby the principal balance was modified to \$245,715.82 and the interest rate was modified to the rate of 4% per annum.

10. The above referenced instrument constitutes a first lien priority mortgage on the subject property.

11. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as 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.

12. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens.

The Firm has been responsible for the preparation of the following pleadings.

1. Lis Pendens
2. Summons and Complaint
3. Affidavit of Default
4. Order of Reference
5. Notice of Hearing

6. Proposed Master's Order and Judgment of Foreclosure and Sale
7. Notice of Sale
8. Record of Hearing
9. Other documents as applicable pertaining to service, foreclosure intervention and prosecution of the action.

Additionally, the Firm has arranged for service of process on the Defendant(s), and has scheduled and attended the hearing in the matter, has provided reinstatement/payoff figures to the primary Defendant(s), if requested, and has had telephone conversations with the Defendant(s), if requested. Future duties include forwarding copies of the Master's Order and Judgment of Foreclosure and Sale to the Defendant(s), advising the Defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by Plaintiff, representation of Plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a foreclosure matter, the attendant responsibilities and the outcome obtained for the Plaintiff, I find that the contractual attorneys' fees in the amount of Three Thousand One Hundred Fifty And 00/100 (\$3,150.00) are reasonable.

13. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorneys' fees, secured by the Note and Mortgage, is as follows:

a)	Principal Balance due as of 10/1/2022		\$228,898.12
b)	Interest Due from 9/1/2022 to 4/18/2024 at current interest rate of 4.00%		\$14,925.41
c)	Escrow Advances		
	Hazard Insurance	\$2,031.02	
	Beginning Balance	\$849.39	
	Taxes	\$1,958.45	
			\$4,838.86
d)	Late Charges		\$872.86

e)	Property Inspections	\$330.00
f)	Insufficient Funds Fee	\$10.00
g)	Client Title Fees	\$671.00
h)	Foreclosure Costs	\$1,194.56
i)	Attorney Fees	\$3,150.00

TOTAL DEBT **\$254,890.81**

Interest for the period from the date shown above, through the date of this Judgment at the 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 current rate of 4% 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 Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

14. That the Defendant, Country View Estates Homeowners Association, is made a party to this action by virtue of the following: (a) any association liens or assessments recorded or unrecorded that are due or may become due in the future; and (b) Notice of Lien against L Perry Bennett, Jr in the amount of Nine Hundred Seventy-Four And 72/100 (\$974.72), recorded August 2, 2018, in Book No. MO 5446, at Page 3704 in the Office of the Register of Deeds for Greenville County. Said lien is junior in priority to the Plaintiff's first mortgage lien; and (c) Notice of Lien filed against L. Perry Bennett, Jr. in the amount of \$4,303.51 recorded November 22, 2023 in Book MO 5756 at Page 4945 in the Office of the Register of Deeds for Greenville County, South Carolina. Said lien is junior in Priority to the Plaintiff's first priority mortgage.

AS TO THE SECOND CAUSE OF ACTION
(DECLARATORY JUDGMENT)

15. This cause of action is brought pursuant to the South Carolina Uniform Declaratory Judgments Act, S.C. Code §15-53-10, et. seq., and involves an actual, justiciable controversy between the parties as described herein.

16. That the Defendant, Cherokee Builders, Inc., is named a party by virtue of any interest it may have as a result of the defect in title described in the within cause of action.

17. That Cherokee Builders, Inc. conveyed its interest in the subject property to L. Perry Bennett, Jr. by virtue of a Deed recorded May 4, 1996 in Deed Book 1641 at Page 596, in the Office of the Register of Deeds for Greenville County, South Carolina, (hereinafter referred to as "Cherokee Deed"); however, the Cherokee Deed does not fully describe the authority of the signatory on behalf of the corporation.

18. That it was the intent of Cherokee Builders, Inc. to convey all of its interest in the property to L. Perry Bennett, Jr. in the above described deed.

19. Plaintiff has requested that the Court declare the Cherokee Deed to be valid and of full force and effect to convey Cherokee Builders, Inc.'s ownership interest of the subject property to L. Perry Bennett, Jr.

20. The Plaintiff has sought a declaratory judgment extinguishing any right, title, or interest of Cherokee Builders, Inc. in the property described herein and declaring that L. Perry Bennett, Jr. has sole ownership in the subject property.

21. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

22. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

CONCLUSION OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

2. That Plaintiff is entitled to the relief sought in its first and second causes of action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of Two Hundred Fifty-Four Thousand Eight Hundred Ninety And 81/100 Dollars (\$254,890.81) representing the "Total Debt" due Plaintiff as set forth supra, together with

interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the current rate of 4% per annum.

3. That the Defendants liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master-in-Equity at public auction at Greenville County Court House, courtroom #5, Greenville, South Carolina, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The Master-in-Equity will require a deposit of five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Twenty (20) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the current rate of 4%.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

D. The above referenced instrument constitutes a first lien priority mortgage on the subject property.

E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

F. If the successful bidder is a third party other than the Plaintiff, interest on the balance of the bid shall be paid to the date of compliance at the rate listed in the figures above.

5. If 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, Plaintiff may pay to the

undersigned Master-in-Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. 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.

7. That the Master-in-Equity will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within Twenty (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.

8. That the Master-in-Equity will apply the proceeds of the sale as follows:

FIRST: To 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.

NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further order of the court.

9. 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 is 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..

10. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, 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.

11. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record.

12. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Master-in-Equity is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

13. The Master-in-Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

14. Upon issuance of a Master-in-Equity Report on Sale and Disbursements, the Register of Deeds - Greenville County is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to CitiFinancial. Inc. by L Perry Bennett, Jr, dated October 31, 2006 and recorded Book No. MO 4667, at Page 794.

15. The following is a description of the premises herein ordered to be sold:

ALL THAT PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, BEING SHOWN AND DESIGNATED AS LOT NUMBER 130 ON A PLAT ENTITLED COUNTRY VIEW - SECTION THREE, SHEET 3 OF 3 PREPARED BY LANDRITH SURVEYING ON FEBRUARY 10, 1994 AND RECORDED IN PLAT BOOK 26-V AT PAGE 31 IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, AND BEING MORE RECENTLY LANDRITH SURVEYING, DATED FEBRUARY 23, 1996 AND RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA IN PLAT BOOK 32T AT PAGE 19, REFERENCE TO SAID PLAT FOR A METES AND BOUNDS DESCRIPTION.

THIS BEING the same property conveyed unto L. PERRY BENNETT, JR. by virtue of a Deed from CHEROKEE BUILDERS, INC. dated April 29, 1996 and recorded May 6, 1996 in Book 1641 at Page 596 in the Office of the Register of Deeds for Greenville County, South Carolina.

75 River Park Lane
Taylors, SC 29687
TMS# T008-02-01-039-00

16. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property

will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

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

JUDGMENT IN A CIVIL CASE
 CASE NO: 2024-CP-23-00236

Citibank, N.A., as trustee for CMLTI Asset Trust,
 PLAINTIFF(S)

L. Perry Bennett, Jr; Country View Estates
 Homeowners Association; Cherokee Builders, Inc.
 DEFENDANT(S)

Submitted by: John S. Kay (SC Bar #: 7914); Ashley Z. Stanley (SC Bar #: 74854); Alan M. Stewart (SC Bar #: 15576); Sarah O. Leonard (S.C. Bar #: 80165); Gregory Wooten (S.C. Bar #: 73586); Louise M. Johnson (S.C. Bar #: 16586); Gregory T. Whitley (S.C. Bar #: 100792);	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. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; 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 :

Foreclosure Action

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)
Citibank, N.A., as trustee for CMLTI Asset Trust	L. Perry Bennett, Jr	\$N/A
If applicable, describe the property, including tax map information and address, referenced in the order: 75 River Park Lane, Taylors, SC 29687 / TMS# T008-02-01-039-00		

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.

 Charles B. Simmons, Jr. Master-in-Equity 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:

John S. Kay (SC Bar #: 7914); Ashley Z. Stanley (SC Bar #: 74854); Alan M. Stewart (SC Bar #: 15576); Sarah O. Leonard (S.C. Bar #: 80165); Gregory Wooten (S.C. Bar #: 73586); Louise M. Johnson (S.C. Bar #: 16586); Gregory T. Whitley (S.C. Bar #: 100792);

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.

FORM 4 ATTACHMENT

L Perry Bennett, Jr
1530 Dodson Dr SW
Atlanta, GA 30311

Country View Estates Homeowners Association
c/o A. Lyon Bixler, Esquire
505 W. Butler Road
Greenville, SC 29607

Cherokee Builders, Inc.
8 Magnolia Crest Drive
Simpsonville, SC 29681



Greenville Common Pleas

Case Caption: Citibank Na , plaintiff, et al vs. L Perry Bennett Jr , defendant, et al

Case Number: 2024CP2300236

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

And It Is So Ordered!

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