

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

Greenville County Redevelopment Authority,)
)
Plaintiff,)

Case Number: 2011-CP-42-1297

-Vs-

LaTasha Talley Terry,)
)
)
)
Defendants.)

MASTER'S ORDER AND
JUDGEMENT OF FORECLOSURE
AND SALE

(Non-Jury Trial)

Deficiency Waived

NOT ELIGIBLE for modification under
Home Affordable Modification Program (HAMP)
DEFIENCY WAIVED

This matter is before me upon the filing of a Lis Pendens, Summons, Complaint and an Order of Reference from the Seventh Judicial Circuit, Spartanburg County, authorizing the issuance of a Final Order pursuant to Rule 53, South Carolina Rules of Civil Procedure; and Affidavits of Service from the Spartan Weekly News for the Defendant, LaTasha Talley Terry. Pursuant to those documents and the Plaintiff's request for Foreclosure of a Mortgage loan, a hearing was held before me on Wednesday, November 30, 2011 at 11:00 A.M. Present at that time were Sharon Wetherell for the Plaintiff, the Greenville County Redevelopment Authority and Douglas F. Dent, Counsel for the Plaintiff. Although notified by regular mail of the hearing scheduled for November 30, 2011, no other parties attended the hearing.

FINDINGS OF FACT

Testimony was taken and evidence submitted to the Court. Based upon said testimony and evidence, I conclude the following facts to be true.

1. The loan that is the subject of this action is NOT ELIGIBLE for modification under Home Affordable Modification Program (HMP)

2. The Plaintiff is a public agency established by State Statute and Greenville County Ordinance, charged with the administration of Community Development Block Grant funds supplied to Greenville County, South Carolina by the United States Department of Housing and Urban Development.
3. The Defendant, LaTasha Talley Terry is a citizen and resident of the County of Spartanburg, State of South Carolina.
4. The Defendant(s) below-named may claim to have some interest in or lien upon the Mortgaged Property by virtue of the matters and things herein below alleged, but such interest or lien, if any, is junior and subordinate to Plaintiff's mortgage, to wit:
 - a. None
5. Based upon a search of the public records of the County of Spartanburg, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein has been made Defendants.
6. Any Defendant(s) herein described as judgment creditors, by filing of said judgments, have designated their attorney entering the judgment as their agent for service of process under the provisions of §15-35-840 of the *South Carolina Code of Laws* (1976 as amended).
7. No Defendant(s) are in the military service of the United States of America pursuant to the provisions of the Servicemembers Civil Relief Act (2003).
8. The Plaintiff, is in compliance with the Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosures and the Home Affordable Modification Program ("HAMP")*, 2009-05-22-01, filed May 22, 2009, asserts that the loan subject to this action is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac, nor is the Plaintiff a servicer who has signed an agreement to participate in the HAMP, and the Plaintiff has received a variance from Housing and Urban Development (HUD) to Mortgagee Letters 2009-35 and 2009-23 concerning the Loan Modification Option with FHA HAMP.
9. The Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.
10. On May 6, 2005, LaTasha Talley a/k/a LaTasha Talley-Terry entered into a loan with the Greenville County Redevelopment Authority in the original amount of Twenty-Four Thousand Six Hundred One and 09/100ths (\$24,601.09) Dollars secured by the property described below as is evidenced by a Promissory Note, executed and delivered to the Plaintiff.

11. In order to secure said loan, LaTasha Talley a/k/a LaTasha Talley-Terry, simultaneously executed and delivered to the Plaintiff a Real Estate Mortgage recorded in Mortgage Book 3444 at Page 532 in the Office of the Register of Deeds for Spartanburg County on May 20, 2005.
12. Said Note and Mortgage provided for the repayment of said debt in One Hundred Twenty (120) consecutive monthly installments in the amount of Two Hundred Thirty-Seven and 65/100ths (\$237.65) Dollars beginning on June 15, 2005 with interest thereon at the rate of Three (3%) percent per annum and continuing until paid in full.
13. That pursuant to §37-3-105, *South Carolina Code of Laws* (1976 as amended), the mortgage lien, which is the subject of this action, is a first lien on real estate and is not a 'consumer loan' for the purpose of the South Carolina Consumer Protection Code. Any notices of right to sure have been given as required.
14. The Plaintiff is exercising its rights under its Note and Mortgage to accelerate the same with the entire balances being due and payable in full. There have been no payments on said debt and there is now due and owing on the same, principal of Seventeen Thousand Three Hundred Seventy-Four and 84/100ths (\$17,374.84) Dollars in principal balance, One Thousand Nine Hundred Eighteen and 47/100ths (1,918.47) Dollars in interest, Two Hundred Twenty and No/100ths (\$220.00) Dollars in late charges and an escrow balance of One Thousand Seventy Three and 33/100ths (\$1,073.33) Dollars for a total amount due the Plaintiff in the amount of Twenty Thousand Five Hundred Eighty-Six and 64/100ths (\$20,586.64) Dollars.
15. Said Note and Mortgage further provided that should the debt be placed in the hands of an attorney for collection, a reasonable attorney's fee and Court costs would be collected.
16. The Plaintiff waives any right it may have to a deficiency judgment against the Defendants.
17. The titleholder of record in and to the subject property as of the filing of the Lis Pendens was LaTasha Talley-Terry.
18. The sum of Three Thousand Seven Hundred Fifty and No/100ths (\$3,750.00) Dollars is a reasonable sum to allow in attorney's fees to the Plaintiff's attorney for services performed and anticipation of services to be performed until final adjudication of the within action, under the terms of the Note and Mortgage. Services anticipated to be performed until not include exceptional circumstances delaying conclusion beyond.

19. The amount due and owing on the Note, and all other costs and expenses of collection, including an attorney's fee, secured by the Note and Mortgage is as follows:

(a) Principal balance due as of November 2011	\$17,374.84
(b) Interest Due	\$ 1,918.47
(c) Late Charges Due	\$ 220.00
(d) Escrow Balance Due	\$ 1,073.33
(b) Costs of collection prior to hearing	\$ 550.00
(c) Attorney's fee for foreclosure	<u>\$ 3,750.00</u>

TOTAL DEBT* secured by note and mortgage **\$24,886.64*

CONCLUSIONS OF LAW

The Plaintiff is seeking foreclosure of its Mortgage and has in the Complaint, and by testimony, expressly waived any right to personal or deficiency judgment against the Defendants pursuant to Rule 71 (b), South Carolina Rules of Civil Procedure.

All other parties to this action have been properly served and have either answered or are in Default. No defense has been raised to the Plaintiff's Complaint and I, therefore, conclude that the Plaintiff should have judgment of foreclosure of the Mortgage and the Mortgaged property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage to the Plaintiff set forth in the Complaint the sum of Twenty-Four Thousand Eight Hundred Eighty-Six and 64/100ths (**\$24,886.64**) Dollars, representing the Total Debt due Plaintiff as set out in paragraph nineteen (19) supra.
2. That all Defendants and owners are liable for the aforesaid Mortgage debt, shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

3. That on default of payment at or before the time herein indicated, the Mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold at public auction, at the Spartanburg County Courthouse, in the City of Spartanburg, County and State aforesaid on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then in such event, the sales day shall be Tuesday next succeeding such holiday), on the following terms, that is to say:
 - A. FOR CASH: The undersigned Master in Equity will require deposit of five (5%) percent on the amount of the bid (in cash or equivalent), the same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days, the same is to be forfeited and applied to the costs and Plaintiff's debt.
 - B. The sale shall be subject to taxes and assessments, to existing easements and restrictions, and to any other senior encumbrances.
 - C. Purchaser to pay for deed stamps and cost of recording deed.
4. Personal or deficiency judgment being waived, the bidding will not remain open after the date of sale, but 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 will execute to the Purchaser or Purchasers, a deed to the premises sold. The Plaintiff, or any other parties 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 undersigned Master in Equity may advertise the said premises for sale on the next or some other subsequent sales day, at the risk of the former highest bidder, and so from time to time thereafter until a full compliance shall be secured.
6. That the undersigned Master in Equity will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of costs and expenses of this action, including any fees of attorneys appointed under Order of Court;

NEXT: To the payment of the Plaintiff or Plaintiff's attorney's fees and to the

amount of the Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus will be held pending the further Order of this Court.

7. It is further **ORDERED, ADJUDGED AND DECREED** that in the event the successful bidder is other than those Defendants in possession herein, the Sheriff of Spartanburg County is ordered and directed to eject and remove from the premises the occupants of the 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.
8. It is further **ORDERED, ADJUDGED AND DECREED** that each Defendant named herein and all other persons whosoever claiming under him, them or it, be forever barred and foreclosed of all right, title and interest and equity of redemption in said mortgaged premises so sold, or any part thereof.
9. The undersigned 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 and disposing of any surplus funds pursuant to Rule 71 (c) South Carolina Rules of Civil Procedure.
10. The following is a description of the premises herein ordered to be

sold:

All that piece, parcel or lot of land in Beech Springs Township, County of Spartanburg, State of South Carolina, located in the City of Greer and being shown as Lot Number 9-04-01-23 on Spartanburg County Block Books and Lot Number Twelve (12) on plat of property made for J.S. Allen Estate by H.S. Brockman, Surveyor, dated September 12, 1935 and recorded in Plat Book 13 at Page 131, Spartanburg County R.M.C. Office and having the following courses and distances, to wit:

BEGINNING at an iron pin on alley, corner of S. T. McKittrick lot, and runs thence with alley S. 53-24 E. 157.6 feet to Henry Moon lot; thence S. 30-44 W. 55.3 feet to iron pin; thence N. 74-56 W., 144.6 feet to corner of Lot No. 1; thence N. 11-57 E., 82.3 feet to pin; thence N. 26-30 E., 30 feet to the Beginning corner.

This being the same property conveyed to LaTasha Talley by Deed of Anthony Tallie recorded in Deed Book 83-B at Page 276 in the Office of the Register of Deeds for Spartanburg County on May 20, 2005.

TMS# 9 04-01-023.00

Gordon G. Cooper
Master in Equity for Spartanburg County

Greenville, South Carolina

November __, 2011.