

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

IN THE COURT OF COMMON PLEAS

**Green Mountain Finance Fund, LLC,** )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
**Temeria Wylie,** )  
 )  
Defendants. )

C/A No.: 2009-CP-42-5237

**JUDGMENT AND ORDER OF  
FORECLOSURE AND SALE**

(Deficiency Judgment Demanded)

FILED  
CLERK OF COURT  
SPARTANBURG COUNTY, SC  
2010 MAR -9 AM 10:55

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter 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 cause. Any appeal from the decision of the Master-In-Equity shall be directly to the South Carolina Court of Appeals or the South Carolina Supreme Court as appropriate. Pursuant to the said reference, a hearing was held, 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 September 23, 2009.
2. The Summons and Complaint were filed on September 23, 2009.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Plaintiff, in compliance with the Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosures and the Home Affordable Modification Program ("HMP")*, 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 HMP.
5. The Defendant(s), Temeria Wylie, is/are in default as shown by Affidavit filed herein. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act of 2003, and any amendments thereto.
6. All Defendants were notified of the time, date and place of hearing in this matter.

7. For value received, Temeria Wylie made, executed and delivered a note, dated August 1, 2009, promising thereby to pay to the order of Tall Bridge Asset Backed Fund, LP the sum of \$55,480.00, with interest at the rate of 10.0% per annum. Other terms and conditions are stated in the note, which is of record herein.

8. To better secure the payment of the note described above, Temeria Wylie made, executed and delivered to Tall Bridge Asset Backed Fund, LP a mortgage, in writing, dated August 1, 2008, covering real property in Spartanburg County, which is the same as that described in the Complaint. The mortgage was recorded on August 5, 2008, and is of record in the Office of the Register of Deeds for Spartanburg County in Book 4120 at page 006. Ultimately, the mortgage was assigned to the Plaintiff by Assignment recorded in Mortgage Book 4311 at Page 576.

9. This mortgage constitutes a first lien on the subject property.

10. The title holder of record of the subject property as of the filing of the Lis Pendens in this action was Temeria Wylie.

11. 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. No party has raised any issue as to the Plaintiff's right to sue on the Note and Mortgage in this matter. Accordingly, any issue as to standing has been waived.

12. 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 attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$3,500.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

13. 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, including attorney's fees, secured by the note and mortgage, is as follows:

(a) Principal due ..... \$55,480.00

(b) Interest through March 9, 2010 .....	\$9,015.50
(c) Escrow advance .....	\$400.35
(d) Late Charges .....	\$0.00
(e) Appraisal Fees .....	\$0.00
(f) Property inspections .....	\$0.00
(g) Property maintenance (preservation) .....	\$0.00
(h) Bad check fees .....	\$0.00
(l) Attorney's fees .....	\$3,500.00
(j) Other charges .....	\$105.00
(k) Court Costs.....	\$300.00
TOTAL Debt secured by note and mortgage.....	\$68,800.85

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 the rate of 10.0% 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 the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

14. The Plaintiff is seeking foreclosure of its mortgage and has expressly demanded a personal or deficiency Judgment against the Defendant Temeria Wylie pursuant to Rule 71(b), SCRPC.

**CONCLUSIONS OF LAW:**

I, therefore, conclude as follows:

- A. The Plaintiff should have judgment of foreclosure of its mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.
- B. The amount of attorney's fee requested by the Plaintiff is reasonable.

**IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:**

- 1. That there is due to the Plaintiff on its note and mortgage the sum of \$68,800.85, representing the Total Debt due to the Plaintiff as set out in Paragraph 13, supra, together with interest thereon at the rate provided in the note to the date hereof.
- 2. That the amount due in the preceding paragraph (the "Total Debt" as set forth in Paragraph 13, supra, and later accrued interest and costs) shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 10.0% per annum.
- 3. That the Defendants liable for the aforesaid mortgage debt shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff,

or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment prior to the date and time of the sale, the mortgaged premises, hereinafter described, shall be sold by the undersigned Master-In-Equity at public auction, at the Spartanburg County Courthouse, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

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 Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 10.0% per annum.

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

D. Purchaser to pay for the deed and the cost of recording the deed.

5. That if the 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, 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 Plaintiff's indebtedness.

6. As a personal or deficiency Judgment is being demanded against the Defendant(s) Temeria Wylie, the bidding will remain open for a period of thirty (30) days after the date of sale as prescribed by law in such cases, and compliance with the successful bid may be made immediately upon expiration of that period.

7. 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. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) 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, and so from time to time thereafter until a full compliance shall be secured. At the hearing on this matter, the undersigned directed that the property be advertised for sale. In the event an advertisement is published prior to the entry of this written Order, such

advertisement is hereby ratified and approved nunc pro tunc as if the same were published after the entry of this Order.

8. 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, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and;

NEXT: to the payment to the Plaintiff, or the Plaintiff's Attorney, of the amount of the Plaintiff's debt and interest, including attorneys fees, or so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.

9. That it is further ORDERED ADJUDGED AND DECREED that, in the event the successful bidder is other than the Defendant(s) in possession herein and a Writ of Assistance is presented, the Sheriff of Spartanburg County is hereby directed to eject and remove from the premises the occupant(s) 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. All valid tenant rights shall be protected pursuant to Protecting Tenants in Foreclosure Act of 2009.

10. That it is further ORDERED, ADJUDGED AND DECREED 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.

11. That it is further ORDERED ADJUDGED AND DECREED that, pursuant to S.C. Code Ann. Section 30-9-31 (1976, as amended), the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; 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.

12. 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 and disposing of any surplus funds pursuant to Rule 71(c), SCRPC.

13. That after the deed made pursuant to sale has been issued and filed, the Register of Deeds shall release of record the liens being foreclosed, which liens are described in Paragraphs 8 and 15 of the Findings of Fact hereinabove.

14. IT IS FURTHER ORDERED, pursuant to motion of the attorney for the Plaintiff, all pleadings are amended to conform to the evidence presented.

15. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the referenced property, then the sale of the property shall be re-scheduled for some subsequent sales date.

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

All that certain piece, parcel or lot of land with improvements thereon, lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as a lot having a front 59.8 feet on the south side of Park Avenue, and having a depth of 268 feet and bounded by lands now or formerly of C.E. Smith on the Northeast Mansfield on the Southwest Harris (or Parris) on the Southeast and Park Avenue of the Northwest and being known and designated as 229 W Park Avenue.

This is the identical property conveyed to Temeria Wylie by deed of Allied Mortgage of South Carolina, Inc., recorded in the Office of the Spartanburg County Register of Deeds Office on August 5, 2008 in Book 912 at page 282.

TMS: 7-12-15-161.00 / Property Address: 229 Ernest Collins Ave., Spartanburg SC

17. IT IS FURTHER ORDERED that the stay imposed by The Supreme Court of South Carolina, *Administrative Order Re: Mortgage Foreclosures and the Home Affordable Modification Program* dated May 22, 2009, is lifted.

**AND IT IS SO ORDERED.**

*Gordon G. Cooper*  
Gordon G. Cooper  
Master-In-Equity for Spartanburg County.

3/9, 2010  
Spartanburg, S.C.

FILED  
2010 MAR -9 AM 10:55  
SPARTANBURG COUNTY, S.C.