

STATE OF SOUTH CAROLINA)
 COUNTY OF SPARTANBURG)
 South Carolina State Housing)
 Finance and Development)
 Authority,)
 Plaintiff,)
 v.)
 Justin G. Helms,)
 Defendant(s).)

IN THE COURT OF COMMON PLEAS
 Case No. 2009-CP-42-4006

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

Deficiency Demanded
 (against Justin G. Helms)

2009 OCT 22 AM 11:26
 MARC KITCHENS
 FILED
 CLERK OF COURT

Pursuant to Rule 53 SCRCPP, 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 matter; with any appeal from this Order to the South Carolina Supreme Court or to the Court of Appeals under Rule 203 (d)(1), SCACR.

Pursuant to the Order of Reference, a hearing was held in the Office of the Master in Equity for Spartanburg County and was attended by the attorneys of record. Testimony was taken at said hearing and is reported herewith, and from the testimony and evidence I find, conclude and order as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed July 8, 2009; the Second Lis Pendens was filed July 22, 2009.
2. The Summons and Complaint were filed July 22, 2009.
3. 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.
4. Service was made upon all Defendant(s) as shown by the Affidavit(s) of Service filed of record.
5. The Defendant(s) Justin G. Helms ("Mr. Helms") is in default as shown by the Affidavit(s) of Default filed of record.
6. According to the Affidavit(s) filed of record, no Defendant is in the Military Service of the United States of America, as contemplated under the Servicemember Relief Act, December 19, 2003, and any amendments thereto.
7. All Defendant(s) were notified of the time, date, and place of the hearing in this matter.
8. For value received, Mr. Helms made, executed and delivered a Note dated the 30th day of April, 2007, promising thereby to pay to the order of Citizens First Mortgage ("Citizens First") the sum

- of Seventy-Six Thousand Six Hundred Thirty and 00/100 (\$76,630.00) Dollars, with interest at 5.62% per annum ("Note-1").
9. To better secure the payment of the Note-1 described above, Mr. Helms made, executed and delivered to Citizens First a Mortgage in writing dated April 30, 2007, covering real property in Spartanburg County ("Mortgaged Property"), which is the same as that described in the Complaint ("Mortgage-1"). Mortgage-1 was filed on May 1, 2007, in Book 3883, at Page 84, in the Office of the Register of Deeds for Spartanburg County, South Carolina. The Mortgage was subsequently assigned to the Plaintiff herein by that certain assignment recorded on May 16, 2007, in Book 3891 at Page 997.
 10. Mortgage-1 constitutes a purchase money mortgage on the Mortgaged Property.
 11. For value received, Mr. Helms made, executed and delivered a Note dated the 30th day of April, 2007, promising thereby to pay to the order of Citizens First the sum of \$2,000.00, with interest at 4.00% per annum ("Note-2").
 12. To better secure the payment of Note-2 described above, Mr. Helms made, executed and delivered to Citizens First a Mortgage in writing dated April 30, 2007, covering the Mortgaged Property, which is the same as that described in the Complaint, ("Mortgage-2"). Mortgage-2 was filed on May 1, 2007, in Book 3883, at Page 099, in the Office of the Register of Deeds for Spartanburg County, South Carolina. Mortgage-2 was subsequently assigned to the Plaintiff herein by that certain assignment recorded on May 1, 2007, in Book 3883 at Page 104.
 13. Mortgage-2 constitutes a purchase money second mortgage on the Mortgaged Property.
 14. For value received, Mr. Helms made, executed and delivered a Note dated the 30th day of April, 2007, promising thereby to pay to the order of Citizens First the sum of \$2,000.00, with interest at 0.00% per annum ("Note-3").
 15. To better secure the payment of Note-3 described above, Mr. Helms made, executed and delivered to Citizens First a Mortgage in writing dated April 30, 2007, covering the Mortgaged Property, which is the same as that described in the Complaint, ("Mortgage-3"). Mortgage-3 was filed on May 1, 2007, in Book 3883, at Page 105, in the Office of the Register of Deeds for Spartanburg County, South Carolina. Mortgage-3 was subsequently assigned to the Plaintiff herein by that certain assignment recorded on May 1, 2007, in Book 3883 at Page 110.
 16. Mortgage-3 constitutes a purchase money third mortgage on the Mortgaged Property.
 17. The Plaintiff in this action is the owner and holder of Note-1, Note-2, Note-3, Mortgage-1, Mortgage-2 and Mortgage-3 it is seeking to foreclose.
 18. The titleholder(s) of record in and to the Mortgaged Property as of the filing of the Lis Pendens in

this action was Mr. Helms.

19. Payments due on Note-1 have not been made as provided for therein, and as a result of same, Note-2 and Note-3 are in default pursuant to its terms, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness represented by Note-1, Note-2 and Note-3 and has placed them in the hands of the attorney herein for collection.

20. The amount due and owing on Note-1, Note-2 and Note-3, with interest at the rate provided therein, and other costs and expenses of collection, including an attorney's fee, is as follows:

(a)	Principal due (Note-1)	\$ 74,826.44
(b)	Interest from 04/01/2009 to 10/22/2009 at interest rate 5.62% per annum (Note-1)	\$ 3,074.90
(c)	Principal due (Note-2)	\$ 2,000.00
(d)	Interest from 10/22/2009 to 05/01/2010 at interest rate 4.00% per annum (Note-2)	\$ 0.00
(e)	Principal due (Note-3)	\$ 1,200.00
(f)	Interest from 04/01/2009 to 10/22/2009 at interest rate 0.00% per annum (Note-3)	\$ 0.00
(g)	Escrow adjustments (debits or credits)	
	1. Mortgage Insurance Premiums	\$ 291.20
	2. Hazard Insurance Premiums	\$ 168.76
(h)	Advancements properly chargeable	
	1. Inspection Fees	\$ 82.50
	2. Other	\$ 100.00
	3. Recording Fees	\$ 10.00
(i)	Credit for credit life rebate or other such required credit	\$ 0.00
(j)	Late Charges before being sent to Attorney for collection	\$ 183.94
(k)	Costs of collection (service, filing, etc.)	\$ 823.74
(l)	Attorney's Fees	\$ 850.00

TOTAL DEBT secured by security agreement
and Mortgage-1, Mortgage-2 and Mortgage-3, including interest
to date shown \$ 83,511.48

Interest for the period from 10/22/2009, as shown above at the stated rate of 5.62% per annum, as called for in Note-1, 4.00% per annum in Note-2, and 0.00% per annum in Note-3, shall be added to the Principal Balance shown through the date this Judgment is filed. After the date of judgment, interest at the rates set forth above per annum on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage-1, Mortgage-2 and Mortgage-3.

21. The Plaintiff is seeking the usual foreclosure of Note-1, Note-2, Note-3, Mortgage-1, Mortgage-2

and Mortgage-3 and has in its Complaint expressly demanded the right to a personal or deficiency judgment against Mr. Helms pursuant to Rule 71(b) of the South Carolina Rules of Civil Procedure. However, Plaintiff reserves the right to waive the deficiency at the time of the sale.

22. Upon information and said belief, said information being obtained from the records of Spartanburg County, South Carolina, the Defendants below-named may claim to have some interest in or lien upon the Mortgaged Property, but such interest or lien is junior and subordinate to Plaintiffs Mortgage-1 and Mortgage-2 to wit:

a. None.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of Mortgage-1, Mortgage-2 and Mortgage-3 and the Mortgaged Property shall be ordered sold at public auction after due advertisement.
2. The Plaintiff's liens are purchase money mortgages on the Mortgaged Property.
3. I also conclude that the amount of attorney fees requested by Plaintiff is reasonable.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and Mortgage-1, Mortgage-2 and Mortgage-3 set forth in the complaint the sum of eighty-three thousand five hundred eleven and 48/100 (\$83,511.48) Dollars representing the "Total Debt" due Plaintiff as set out in paragraph nineteen, hereinabove, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof. The amount due in the preceding paragraph (the "Total Debt" as set forth in paragraph nineteen, hereinabove, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 5.62% , 4.00% as set forth in Note-2 per annum, and 0.00% as set forth in Note-3 per annum..
2. That the Defendant(s) liable for the aforesaid Mortgage-1, Mortgage-2 and Mortgage-3 debt shall on or before the date of sale of the Mortgaged 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.
3. That on default of payment, at or before the time herein indicated, the Mortgaged Property described in the Complaint, as hereinafter set forth, be sold by the Spartanburg at public auction, at the Spartanburg County Courthouse, Spartanburg, SC, on some convenient sales day hereinafter (and should the regular day of judicial sales fall on a legal holiday), on the following terms, that is to say:
 - (a) FOR CASH: the Spartanburg will require a deposit of five (5%) percent of the amount of

the bid (in cash or equivalent), by 5:00 p.m. on the day of the sale and bid or immediately if directed by the Judge, same to be applied on the purchase money 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 of Plaintiff's debt.

- (b) Interest on the bid shall be paid to the day of compliance at the rate of 5.62% per annum.
 - (c) The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record, and any other senior encumbrances.
 - (d) Purchaser to pay for deed stamps and cost of recording deed.
4. If Plaintiff be the successful bidder at the said sale, for a sum, not exceeding the amount of costs, disbursements, expenses and indebtedness of Plaintiff in full, Plaintiff may pay only the amount of costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.
 5. If the Plaintiff does not waive a personal or a deficiency judgment at or prior to sale, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).
 6. That the Spartanburg will by advertisement according to law, give notice of the time, and place of such 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 Spartanburg 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 full compliance shall be secured.
 7. That the Spartanburg will apply the proceeds of sale as follows:
FIRST: To the payment of the amount of the costs, disbursements, and expenses of this action.
NEXT: To the payment of the Plaintiff or the Plaintiff's attorney, of the amount of Plaintiff's debt and interest, including attorney fees, or so much thereof as the purchase money will pay on the same; if the proceeds of the sale be insufficient to pay the amounts herein before authorized to be paid out of said proceeds, the parties hereto entitled to such deficiency have monetary judgment against Mr. Helms pursuant to S.C. Code Ann. Sec. 29-3-660 (1976) and such judgment will be entered without further notice of hearing.
NEXT: That any surplus be held pending further Order of the Court.

IT IS FURTHER ORDERED that in the event the successful bidder is other than the Defendant(s) in possession herein, the Sheriff of Spartanburg County is ordered and directed to eject and remove the Defendant(s) from the Mortgaged Property sold, together with all personal property located thereon, and put the successful bidder or his assigns in such peaceable possession.

IT IS FURTHER ORDERED that each Defendant, including those subordinate lien holders, if any named in Paragraph eighteen, hereinabove, and all persons whosoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said Mortgaged Property so sold, or any part thereof.

IT IS FURTHER ORDERED that, pursuant to South Carolina Code Ann. Section 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Register of Mesne Conveyance in the name of the owner of record of Mortgaged Property immediately prior to execution of the deed, as well as in the name of the Spartanburg, who executes such deed as grantor.

1. 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 Supplemental Order to evidence additional debt incurred if the sale of the Mortgaged Property is delayed by the filing of a bankruptcy petition, transfer of service of the Note and Mortgage by the Plaintiff or an attempt of the parties to reach a settlement, the issuance of a Supplemental Order to correct a harmless error in the action that does not substantially affect the rights of the parties, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71(c), South Carolina Rules of Civil Procedure.
2. The following is a description of the premises herein ordered to be sold:

All that lot of land in Spartanburg County, South Carolina, being shown and described as Lot No. 594 on a plat of Southfield Subdivision, Phase 2, prepared by Wolfe & Huskey, Inc. Surveyors, dated April 20, 1998 and recorded in Plat Book 104 at page 182 in the ROD Office for Spartanburg County, South Carolina.

This being the identical property conveyed to Justin G. Helms by deed from Margaret M. Reeves, dated April 30, 2007 recorded May 1, 2007 in the Office of the Spartanburg County Register in Book 88L Page 484.

TMS#: 6-02-03-011.00

IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the Mortgaged Property, then the sale of the Mortgaged property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sale day.

Gordon G. Cooper, Master in Equity
for Spartanburg County

Spartanburg, South Carolina

_____, 2009

2009 OCT 22 AM 11:26
MARC KITCHENS

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MARC KITCHENS
RECORDED