

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2009-CP-42-4511

Bank of America, N.A., )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Claude L. Greer; Shirley A. Greer, )  
 )  
Defendants )  
 )  
\_\_\_\_\_ )

**MASTER-IN-EQUITY'S REPORT AND  
JUDGMENT OF FORECLOSURE  
AND SALE**

Non-eligible under the Home Affordable  
Modification Program

Notice: The original of this document was  
filed in the Office of the Clerk of Court for  
Spartanburg County on the \_\_\_\_ day of  
\_\_\_\_\_, 2009.

FILED  
CLERK OF COURT  
SPARTANBURG COUNTY  
2009 OCT 14 PM 3:45  
MARK KITHENS

PURSUANT to Section 53(b) of the South Carolina Rules of Civil Procedure, and upon the stipulation and agreement of all parties hereto not in default, 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 cause.

PURSUANT to the said Order of Reference a hearing was held, attended by the attorneys of record, and from the testimony and evidence, I find and conclude as follows:

**FINDINGS OF FACT**

1. The Lis Pendens was filed on August 16, 2009.
2. The Summons and Complaint were filed on August 16, 2009.
3. Service was made upon the Defendants named in this Report as shown by the Affidavits of Service filed herein; Defendants are in default as evidenced by the Affidavit of Default filed with the Court.
4. Upon information and belief, Defendants are not in the military service of the United States of America as contemplated by The Soldiers and Sailors Civil Relief Act.
5. That for value received, Claude L. Greer and Shirley A. Greer made, executed and delivered a note dated February 29, 2008, promising thereby to pay to the order of Plaintiff the sum of

\$50,000.00, with interest at the rate of 8.24% percent per annum. Other terms and conditions are stated in the note, which is of record herein.

6. To better secure the payment of the note described above, Claude L. Greer and Shirley A. Greer made, executed and delivered to Plaintiff a mortgage, in writing, dated February 29, 2008, covering real property in Spartanburg County, which is the same as that described in the Complaint. Said mortgage was recorded March 12, 2008, in the Office of the Register of Deeds for Spartanburg County in Mortgage Book 4052 at Page 042; said mortgage constitutes a third lien on the above described property.

7. 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 for collection.

8. The sum of ~~\$7,500.00~~ <sup>2500.00</sup> is a reasonable fee to allow as attorney's fees for 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.

9. 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 an attorney's fee, secured by the note and mortgage is as follows:

a.	Principal due as of August 4, 2009	\$49,442.68
b.	Interest to October 14, 2009	\$ 2,801.63
c.	Late charges	\$ 0.00
d.	Cost of collection prior to hearing (Service, Filing, etc.)	\$ 438.80
e.	Taxes, Insurance, etc. not included above	\$ 0.00
f.	Attorney's fees	<del>\$ 7,500.00</del> \$ 2500.00

*[Handwritten signature and initials]*

g.	Appraisal fee	\$ 0.00
h.	Title report	\$ 0.00
i.	Miscellaneous fees	\$ 250.00

Total debt secured by note and mortgage including interest to date shown

~~\$60,464.63~~  
\$55,464.63

Interest for the period from the date shown in (b) above through the date of this judgment at the below stated rate to be added to the above stated "total debt" to comprise the amount of the judgment debt entered herein. Interest after the date of judgment at the rate of 8.24% per annum (pursuant to the terms of the note and mortgage) is to be added to the judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date at which the property is sold. Also to be added to the total judgment debt shall be the costs of advertising for sale.

10. Since a personal or deficiency judgment is being demanded, the bidding will remain open for thirty (30) days; however, the Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment against the Defendants, Claude L. Greer and Shirley A. Greer, at any time prior to the foreclosure sale.

11. Should Plaintiff's representative not appear at the scheduled sale of the property, the Master-in-Equity shall withdraw the subject property from sale and it will be sold at the next available sale's date.

12. That Bank of America holds the first and second mortgages filed on January 16, 2004 and December 20, 2002, as filed in Book 3152 at page 519 and Book 2844 at page 792, respectively; that any sale hereunder shall be subject to these mortgages.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of the mortgage which is a valid third lien upon the subject real property.

2. The mortgaged property shall be sold at public auction after due advertisement. The sale shall be made subject to any senior encumbrances, taxes and assessments that are due on the date of the sale. That after making the required deposit the successful bidder at the sale should be required to pay interest at the rate set forth in the obligation described in the Complaint from the date of the sale to the date of compliance.

3. The proceeds arising from such sale should be applied, first, to the costs and disbursements of this action, next, to the payment and discharge of the amount of the Plaintiff's debt and interest or so much thereof as the proceeds will pay, and any surplus should be held pending further order of this Court.

**NOW**, on motion of Plaintiff's attorney,

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

1. That there is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of \$60,464.63 representing the total debt due Plaintiff as set out in paragraph Nine, Supra, with interest at the rate provided in such obligation 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 in paragraph Nine, Supra, 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 8.24% per annum.

3. That the Defendants, Claude L. Greer and Shirley A. Greer, are liable for the aforesaid mortgage debt due; on or before the date of sale the property hereinafter described, they shall 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 sales date, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold in accordance herewith after due advertisement, by the undersigned Master-in-Equity at Public auction, at the Spartanburg County Courthouse, in the City of Spartanburg, County and State aforesaid, on some convenient sales day hereafter, or on the following terms, that is to say:

a. **FOR CASH:** The undersigned Master-in-Equity will require a deposit of five (5%) percent on the amount of the bid (in cash or equivalent) same to be applied on the purchase price.

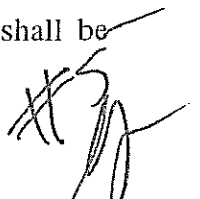
b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 8.24% per annum.

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

d. Purchaser to pay for the preparation of the deed, deed stamps and costs of recording the deed.

6. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of 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.

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 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 thirty (30) 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 salesday, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be

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secured. In the event the Plaintiff is the successful bidder, at its own option, or the option of its assignee, the deed may be taken subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this Order and hereinafter more fully described.

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

**First:** to the payment of the amount of the costs and expenses of this action;

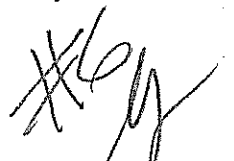
**Next:** to the payment to the Plaintiff or Plaintiff's attorney, of the amount of the Plaintiff's debt and interest or so much thereof as the purchase money will pay on same;

**Next:** any surplus shall be distributed in accordance with Rule 71(c) of the South Carolina Rules of Civil Procedure.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that in the event the successful bidder is other than the Defendants in possession herein, the Sheriff of Spartanburg County is ordered and directed to eject and remove from the premises the occupant of the property sold, together with all personal property located therein, 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 full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. The undersigned shall retain jurisdiction of this matter so as to enforce any provisions of this Order.

**AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Defendants named herein, and all persons whosoever claiming under them to 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.

**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 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

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within action, and the name of the grantee, and the Clerk of Court or Register of Deeds, whichever is herein applicable, is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in the said deed.

**IT IS FURTHER ORDERED** that upon the conclusion of this action, the Clerk of Court or Register of Deeds, whichever is herein applicable, is directed to satisfy of record the mortgage of the Plaintiff.

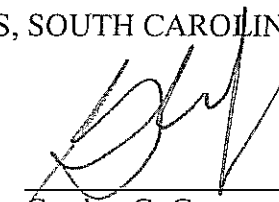
The following is a description of the premises herein ordered to be sold:

All that certain piece, lot or parcel of land, together with improvements thereon, in the County of Spartanburg, State of South Carolina, about one-half mile southeast of Boiling Springs, and being known and designated as Lot 67 Creekside Lane, Section No. 4 of Panorama Estates being at the Northwest corner of Lot 68, 125 ft. iron and thence East 282.02 ft., thence South 125.65 ft., thence West 2689.29 ft. to point of beginning, as shown on subdivision plat thereof made by Wolfe and Huskey, Inc., Engineering and Surveying dated November 14, 1975, recorded in Plat Book 78, page 130 of the ROD Office for Spartanburg County.

DERIVATION: This being the same property conveyed Claude L. Greer and Shirley A. Greer, by deed of Cecil O. Smith dated January 1, 1984, recorded in Deed Book 50D, page 360. Thereafter Claude L. Greer and Shirley A. Greer deeded said property unto themselves as tenants with right of survivorship dated February 29, 2008 to be recorded.

TMS #: 2-44-07-057.00

PROPERTY ADDRESS: 118 CREEKSIDE LANE  
BOILING SPRINGS, SOUTH CAROLINA 29316

  
\_\_\_\_\_  
Gordon G. Cooper, Master-in-Equity  
for Spartanburg County

Spartanburg, South Carolina  
October 14, 2009

FILED  
CLERK OF COURT  
SPARTANBURG COUNTY  
2009 OCT 14 PM 3:48  
MARC KITCHENS

