

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS
C/A NO.: 2009-CP-42-4303

Green Tree Servicing, LLC as successor in
interest to Green Tree Financial Servicing
Corporation,

Plaintiff,

vs.

Raymond B. Wilkins, Founders Federal
Credit Union, Sharon D. Dent, Cash to
Payday, Mack's Finance, Sears, Roebuck &
Co., and South Carolina Department of
Motor Vehicles,

Defendants,

JUDGMENT OF FORECLOSURE
AND ORDER FOR SALE
(Deficiency Demanded as to Defendant
Raymond B. Wilkins only)
(Non-eligible under the Home Affordable
Modification Program)

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2009 NOV - 5 PM 2:34
MARC KITCHENS

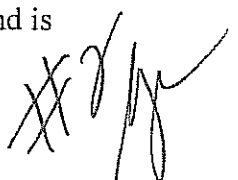
Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause with appeal, if any, directly to the South Carolina Court of Appeals. Pursuant to the said Order of Reference, a hearing was held, attended by the attorney of record for Plaintiff, 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 July 27, 2009 and the Amended Lis Pendens was filed on August 6, 2009.
2. The Summons and Complaint were filed on August 6, 2009.
3. Service was made upon the Defendants, named in this order as is shown by the Proofs of Service filed herein.



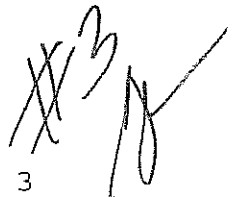
4. The Defendants were notified of the time, date and place of hearing in this matter, a copy of said notice is filed in this action.
5. Raymond B. Wilkins, Sharon D. Dent, Cash to Payday and Mack's Finance have served no Answer or other responsive pleading upon Plaintiff and are now in default.
6. The Defendants Founders Federal Credit Union, Sears, Roebuck & Co. and South Carolina Department of Motor Vehicles filed Answers, copies of which have been filed of record.
7. According to the Affidavit filed herein, the Defendant Raymond B. Wilkins is not in the Military Services of the United States of America, as contemplated under the 108 P.L. 189, 117 Stat. 2835, Servicemembers Civil Relief Act, and any amendments thereto.
8. For value received, Defendant Raymond B. Wilkins made, executed and delivered to Green Tree Financial Servicing Corporation a Real Estate Note ("Note") dated November 5, 1998, promising thereby to pay to Green Tree Financial Servicing Corporation the sum of \$120,875.65, upon the terms and conditions set forth therein.
9. To better secure the payment of the Note described above, Defendant Raymond B. Wilkins made, executed and delivered to Green Tree Financial Servicing Corporation in writing, a Mortgage dated November 5, 1998, ("Mortgage") covering real property in Spartanburg County, together with a 1999 Ranel/RCH67 (28x70) Manufactured Home (VIN:RCH670199NCAB), which is the same as that described in the Complaint. The Mortgage was filed on November 6, 1998, and is



of record in the office of the ROD for Spartanburg County in Mortgage Book 2130 at Page 220.

10. This Mortgage constitutes a first lien on the subject property.
11. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action is Defendant Raymond B. Wilkins who is the original mortgagor.
12. 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 the attorney herein for collection.
13. The sum of \$3,500.00 is a reasonable fee to allow as attorney 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. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.
14. 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 attorney's fee, secured by the Mortgage is as follows:

a.	Principal due as of November 5, 2009	\$110,364.97
b.	Interest from July 4, 2009 through November 5, 2009 at 7.500%	\$2,812.32
c.	Late Charges before being sent to attorney for collection	\$30.00
d.	Insurance	\$7,821.32
e.	Attorney's fee	\$3,500.00
f.	Costs of collection prior to hearing	\$989.58

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Total Debt secured by Note and Mortgage,
including interest to date shown

\$125,518.19

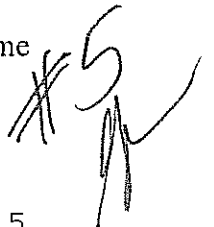
Per Diem at \$25.79

The amount due (shown above) shall accrue interest at the rate of 7.500% per annum and together with such interest shall constitute the total debt due the Plaintiff, pursuant to S.C. Code §29-3-630.

15. That the Plaintiff is seeking foreclosure of the Mortgage against all Defendants, and its right to a deficiency judgment against Defendant Raymond B. Wilkins is expressly demanded.
16. Upon information and belief, Defendant Founders Federal Credit Union has or may claim to have some interest in the subject property by virtue of a Real Estate Future Advance Mortgage given by Raymond Wilkins in the sum of \$14,000.00, dated September 9, 1999, filed September 13, 1999 in the Office of the ROD for Spartanburg County in Book 2257 at Page 581; however, any such interest of said Defendant Founders Federal Credit Union is junior and subordinate to Plaintiff's Mortgage.
17. Upon information and belief, Defendant Sharon D. Dent has or may claim to have some interest in the subject property by virtue of a judgment filed against Kelvin Gossett, Clarence Murphy and Raymond B. Wilkins in the sum of \$2,245.00, dated February 1, 2000, filed February 7, 2000 in the Office of the Clerk of Court for Spartanburg County as Judgment Roll No. 235197; however, any such interest of said Defendant Sharon D. Dent is junior and subordinate to Plaintiff's Mortgage.

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18. Upon information and belief, Defendant Cash to Payday has or may claim to have some interest in the subject property by virtue of a judgment filed against Raymond B. Wilkins in the sum of \$367.50, dated August 5, 2002, filed August 16, 2002 in the Office of the Clerk of Court for Spartanburg County as Judgment Roll No. 262899; however, any such interest of said Defendant Cash to Payday is junior and subordinate to Plaintiff's Mortgage.
19. Upon information and belief, Defendant Mack's Finance has or may claim to have some interest in the subject property by virtue of a judgment filed against Raymond B. Wilkins in the sum of \$266.50, dated March 20, 2003, filed March 26, 2003 in the Office of the Clerk of Court for Spartanburg County as Judgment Roll No. 268488; however, any such interest of said Defendant Mack's Finance is junior and subordinate to Plaintiff's Mortgage.
20. Upon information and belief, Defendant Sears, Roebuck & Co. has or may claim to have some interest in the subject property by virtue of a judgment filed against Raymond B. Wilkins in the sum of \$1,273.55, dated March 17, 2003, filed May 15, 2003 in the Office of the Clerk of Court for Spartanburg County as Judgment Roll No. 269817; however, any such interest of said Defendant Sears, Roebuck & Co. is junior and subordinate to Plaintiff's Mortgage.
21. Defendant South Carolina Department of Motor Vehicles is made a party hereto as it is the governmental agency responsible for issuing certificates of title for manufactured homes in South Carolina. The Plaintiff seeks an order requiring Defendant the South Carolina Department of Motor Vehicles to issue a certificate of title for the 1999 Ranel/RCH67 (28x70) Manufactured Home



(VIN:RCH670199NCAB)located on the subject property and secured as part of the Plaintiff's loan, free and clear of any liens to the successful purchaser as the foreclosure sale.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

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. The Defendant(s) named herein 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 premises so sold, or any part thereof.
2. Plaintiff's Mortgage constitutes a first lien on the subject property.
3. There is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$125,518.19 representing the total debt due Plaintiff as set out in the Findings of Fact *supra*.
4. The amount due in the preceding paragraph (the "Total Debt" as set forth hereinabove) shall accrue interest at the rate of 7.500% per annum and together with such interest shall constitute the total debt due the Plaintiff.
5. The amount due shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.



6. That on or before the date of sale of the property hereinafter described, Plaintiff or Plaintiff's attorney, is to be paid the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

7. 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 undersigned Master in Equity for Spartanburg County at public auction, at the Spartanburg County Courthouse, 180 Magnolia Street, 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 and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

A. FOR CASH: The undersigned Master in Equity for Spartanburg County will require, at the time of the bid, a deposit of five (5%) percent on the amount of the bid (in cash or equivalent) same to be applied on the purchase price if compliance is made; but in the event compliance is not made, the deposit may be forfeited without further hearing and applied first to costs of the action and then to Plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at the time of bid or comply with the other terms of the bid within twenty (20) days, then the property may be re-sold on the same terms and conditions on some subsequent sales day, but at the risk of the defaulting bidder(s).

B. Interest on the bid shall be paid through the day of compliance at the rate of 7.500%.

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

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D. Purchaser to pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed and deed stamps.

8. A personal or deficiency judgment being demanded, the bidding will remain open after the date of sale for thirty (30) days.

9. That the undersigned Master in Equity for Spartanburg County, 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 undersigned Master in Equity for Spartanburg County 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.

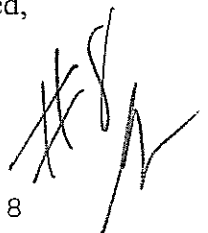
10. That the undersigned Master in Equity for Spartanburg County will apply the proceeds of sale as follows:

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.

NEXT: To the payment to the Plaintiff or 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.

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

11. That Plaintiff shall have judgment of foreclosure against Defendant Raymond B. Wilkins. That Plaintiff shall have immediate personal judgment against Defendant Raymond B. Wilkins for the full amount found to be due Plaintiff on the Note and Mortgage, which judgment shall be reduced by the net proceeds of sale pursuant to S.C. Code Ann §29-3-650, as amended,



as determined by this Court in a subsequent order for deficiency. Plaintiff may waive any of its rights prior to sale, including its right to a deficiency judgment in accordance with Rule 71, South Carolina Rules of Civil Procedure. Plaintiff's waiver shall be made in writing.


12. 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 Plaintiff in full, Plaintiff may pay to the undersigned Master in Equity for Spartanburg County only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

13. Should the Plaintiff, Plaintiff's attorney or agent fail to appear on sales day, the property shall not be sold, but shall be readvertised and sold at some convenient sales day thereafter when the Plaintiff, Plaintiff's attorney or agent is present.

14. In the event the successful bidder is other than the Plaintiff in possession herein, the Sheriff of Spartanburg County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in such peaceable possession.

15. That the deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Clerk of Court or Register of Deeds in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the undersigned Master in Equity for Spartanburg County, who executes such deed as grantor.

16. The Master in Equity for Spartanburg County, shall direct the Clerk of Court/Register of Deeds to release of record the mortgage lien being foreclosed, after the Order Confirming Sale and Disbursements has been executed and filed, which mortgage lien is described as follows:

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That certain Mortgage given by Raymond B. Wilkins to Green Tree Financial Servicing Corporation dated November 5, 1998 and recorded in the Office of the Clerk of Court/Register of Deeds for Spartanburg County on November 6, 1998 in Book 2130 at Page 220.

17. The undersigned Master in Equity for Spartanburg County will retain jurisdiction to do all the 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 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, disposing of any surplus funds pursuant to Rule 71(c), SCRCF, and hearing any issues involving appraisal proceedings under §29-3-680 et seq of the South Carolina Code of Laws (1976) as amended.

18. Mortgaged property to be sold by Master in Equity for Spartanburg County:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Spartanburg, State of South Carolina, about 1.5 miles southeast of Lyman, known and designated as Lot #9 upon plat made for Moore & Woodward, by G.A. Wolfe, RLS, dated November 11 and 14, 1970 and recorded in Plat Book 63 at page 154, RMC Office for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This being the same property conveyed to Raymond B. Wilkins by deed of Goldstar Housing, Inc., dated November 5, 1998, recorded November 6, 1998 in Book 68-V at Page 887.

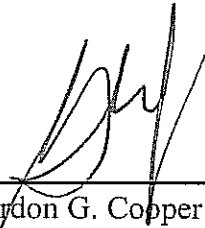
Together with that certain 1999 Ranel/RCH67 (28x70) Manufactured Home (VIN:RCH670199NCAB).

TMS No.: 5-16-13-007.08 (land and MH)
Address: 146 Nesbitt Road, Wellford, South Carolina 29385



19. The Note as described hereinabove is secured by the 1999 Ranel/RCH67 (28x70) Manufactured Home (VIN:RCH670199NCAB), located on the subject property and that said manufactured home is part of the real property.

20. The Defendant South Carolina Department of Motor Vehicles is ordered to issue a new Certificate of Title for the 1999 Ranel/RCH67 (28x70) Manufactured Home (VIN:RCH670199NCAB), free and clear of any liens to the successful bidder and/or bidders after the foreclosure sale.



Gordon G. Cooper
Master in Equity for Spartanburg County

November 5, 2009
Spartanburg County, South Carolina

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