

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT

C/A #: 2009-CP-42-4701

SOUTH CAROLINA STATE HOUSING)
FINANCE AND DEVELOPMENT)
AUTHORITY,)

Plaintiff,)

vs.)

CHRISTOPHER SANDERS A/K/A)
CHRISTOPHER W. SANDERS,)

Defendant.)

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

(Deficiency Judgment Demanded
against Christopher Sanders
a/k/a Christopher W. Sanders)

**(Non-eligible under the Home Affordable
Modification Program)**

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2009 OCT 22 AM 11:08
MARC KIDWELL

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. Any appeal from this Order is to the Supreme Court.

Pursuant to the said Order of 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 August 26, 2009 in the Office of the Clerk of Court for Spartanburg County.
2. The Summons and Complaint were filed on August 26, 2009.

3. Service was made upon the Defendant named in this Report as is shown by the proof of service filed herein.

4. The Defendant is in default as shown by the affidavit filed herein.

5. According to the 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, 50 U.S.C. app. §501, et seq., and any amendments thereto.

6. All Defendants in default and all attorneys of record and Defendants pro se were notified of the time, date, and place of hearing in this matter.

7. For value received, the Defendant Christopher Sanders a/k/a Christopher W. Sanders made, executed, and delivered a Note (the "First Note") dated January 17, 2008, promising thereby to pay to the order of Citizens First Mortgage the sum of Sixty-Four Thousand Four Hundred Sixty and 00/100 (\$64,460.00) Dollars, with interest at 5.75% per annum. Other terms and conditions are stated in the First Note, which is of record herein. Subsequently, the First Note was assigned for valuable consideration to the Plaintiff herein, who is the owner thereof

8. For value received, the Defendant Christopher Sanders a/k/a Christopher W. Sanders made, executed, and delivered a Note (the "Second Note") dated January 17, 2008, promising thereby to pay to the order of Citizens First Mortgage the sum of Five Thousand and 00/100 (\$5,000.00) Dollars. Other terms and conditions are stated in the Second Note, which is of record herein. Subsequently, the Second Note was assigned for valuable consideration to the Plaintiff herein, who is the owner thereof

9. To better secure the payment of the First Note described above, the Defendant Christopher Sanders a/k/a Christopher W. Sanders made, executed, and delivered to Citizens First Mortgage a Mortgage (the "First Mortgage") in writing, dated January 17, 2008,

covering real property in Spartanburg County, which is the same as that described in the Complaint. The First Mortgage was duly recorded upon the records of the Register of Deeds for Spartanburg County, South Carolina in Book 4025 at Page 733.

10. By Mortgage Assignment (the "Assignment of the First Mortgage"), Citizens First Mortgage assigned the First Mortgage to Plaintiff, and the Assignment of the First Mortgage was recorded January 18, 2008, in Book 4025 at Page 748 in the office of the Register of Deeds for Spartanburg County, South Carolina.

11. This First Mortgage constitutes a purchase money, first mortgage lien covering the property therein described.

12. To better secure the payment of the Second Note described above, the Defendant Christopher Sanders a/k/a Christopher W. Sanders made, executed, and delivered to Citizens First Mortgage a Mortgage (the "Second Mortgage") in writing, dated January 17, 2008, covering real property in Spartanburg County, which is the same as that described in the Complaint. The Second Mortgage was duly recorded upon the records of the Register of Deeds for Spartanburg County, South Carolina in Book 4025 at Page 749.

13. By Mortgage Assignment (the "Assignment of the Second Mortgage"), Citizens First Mortgage assigned the Second Mortgage to Plaintiff, and the Assignment of the Second Mortgage was recorded January 18, 2008, in Book 4025 at Page 754 in the office of the Register of Deeds for Spartanburg County, South Carolina.

14. This Second Mortgage constitutes a second mortgage lien covering the property therein described.

15. A Notice of Right to Cure pursuant to the South Carolina Consumer Protection Code was sent to the Defendant Christopher Sanders a/k/a Christopher W. Sanders.

16. The Plaintiff in this action is the owner and holder of the Notes and Mortgages it is seeking to foreclose.

17. The titleholder of record in and to the subject real property as of the filing of the Lis Pendens in this action is the Defendant Christopher Sanders a/k/a Christopher W. Sanders who was the original Mortgagor.

18. Payment due on the First 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 Notes and Mortgages in the hands of the attorney herein for collection.

19. The sum of Eight Hundred Fifty and 00/100 (\$850.00) Dollars 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 Notes and Mortgages. 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.

20. The amount due and owing on the First Note, with interest at the rate provided on the First Note, and other costs and expenses of collection, including an attorney's fee, secured by the First Note and First Mortgage, is as follows:

a.	Principal due as of October 22, 2009	\$63,559.51
b.	Interest due from March 1, 2009 to October 22, 2009 at 5.75% per annum.	\$2,385.68
c.	Late charges before being sent to attorney for collection	\$112.86
d.	Advances for Taxes and Insurance	\$92.46
e.	Outstanding Foreclosure Expenses (inspection, preservation, etc.)	\$182.50
f.	Costs of collection prior to hearing (service, filing, etc.)	\$679.50
g.	Attorney's fee	\$850.00
	TOTAL DEBT SECURED BY NOTE AND MORTGAGE	\$67,862.51

21. The amount due and owing on the Second Note, with interest at the rate provided on the Second Note, and other costs and expenses of collection, including an attorney's fee, secured by the Second Note and Second Mortgage, is as follows:

a.	Principal due as of October 22, 2009	\$4,000.00
b.	Recording Fee	\$5.00
	TOTAL DEBT SECURED BY NOTE AND MORTGAGE	\$4,005.00

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 5.75% per annum (pursuant to the terms of the First Note and First Mortgage), on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgages through the date to which such interest is computed.

22. The Plaintiff is seeking foreclosure of the First and Second Mortgages and has in the complaint demanded the right to deficiency judgment against Christopher Sanders a/k/a Christopher W. Sanders pursuant to S.C. Code Ann. Section 29-3-660 (1976).

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of the First and Second Mortgages, and the mortgaged property should be ordered sold at public auction after due advertisement.

2. The loan(s) subject to foreclosure in this action are non-eligible under the Home Affordable Modification Program.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of Seventy-One Thousand Eight Hundred Sixty-Seven and 51/100 (\$71,867.51) Dollars, representing the Total Debt due Plaintiff as set out above, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date of this Order.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth above, 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 5.75% per annum for the Mortgages.

3. That the Defendant Christopher Sanders a/k/a Christopher W. Sanders liable for the aforesaid Mortgage debt shall on or before the date of sale of the 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.

4. 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 at public auction at the Spartanburg County Courthouse, in the City of Spartanburg, South Carolina, 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 Tuesday next succeeding such holiday), 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 only upon compliance with the bid, but in case of non-compliance within thirty (30) days same to be forfeited and applied to the costs and Plaintiff's debt.

(b) Interest on the bid shall be paid to the day of compliance at the rate of 5.75% for the Mortgage.

(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.

(d) Purchaser to pay for cost of recording the deed.

(e) If the Plaintiff's representative is not in attendance at the scheduled time of the sale, the sale shall be canceled and sold on some subsequent sales day after due advertisement.

5. If 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 only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness. No deposit shall be due if Plaintiff is the successful bidder.

6. Personal or deficiency judgment having been Demanded against Christopher Sanders a/k/a Christopher W. Sanders the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).

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, the deposit shall be forfeited and 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 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 same were published after the entry of this Order.

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

SECOND: 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 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.

9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than Christopher Sanders a/k/a Christopher W. Sanders 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.

10. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein holding a lien or interest junior or subordinate to the lien of the Plaintiff 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.

11. IT IS FURTHER ORDERED that, pursuant to S.C. 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 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 who executes such deed as grantor.

12. The undersigned Master-in-Equity will retain jurisdiction to do all the 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), SCRCF.

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

All that lot or parcel of land in the County of Spartanburg, State of South Carolina, being known and designated as lot No. 162, containing 0.42 acre, more or less, Brookside Village, Phase 5, as shown on a plat entitled, "Survey for John G. Whitlock", dated April 20, 1992, made by John Robert Jennings, RLS, and recorded in Plat Book 116 Page 890, RMC Office for Spartanburg County, South Carolina. For a more complete and particular description reference is hereby made to the above referred to plat.

This being the same property conveyed to Christopher W. Sanders by deed of Bernard J. Kobylski dated January 17, 2008 and recorded on January 18, 2008 in the Office of the Register of Deeds for Spartanburg County in Book 90-M at Page 258.

TMS # 5-21-15-205.00

Gordon G. Cooper
Gordon G. Cooper
Master-in-Equity for Spartanburg County

Spartanburg, South Carolina

10/22, 2009

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CLERK OF COURT
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MARC KITCHENS