

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

U.S. Bank National Association, as
Trustee for the C-BASS Mortgage Loan
Asset-Backed Certificates, Series 2006-
RP2,

Plaintiff,

v.

Angela Spann-Matthew a/k/a Angela
Spann-Matthews; Veronica Spann;
Regional Finance Corporation of South
Carolina d/b/a Regional Finance,
Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO.: 2021-CP-08-02599

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

DEFICIENCY WAIVED

RECEIVED
NOV 21 2022
SC Court of Appeals

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.

Pursuant to the said reference, a hearing was held on October 26, 2022, a record was made 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 December 15, 2021.
2. The Summons and Complaint were filed on December 15, 2021.
3. Service was made upon the Defendants as is shown by the proofs of service filed herein.
4. The Defendant(s) Angela Spann-Matthew a/k/a Angela Spann-Matthews; Veronica Spann; Regional Finance Corporation of South Carolina d/b/a Regional Finance are in default as shown by Affidavit filed herein.

File reference: 21-08916



5. 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 fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
6. ^{Not} The Defendant(s) was/were notified of the time, date and place of hearing in this matter.
7. For value received, Ruth Spann made, executed and delivered a note, dated November 8, 1999, promising thereby to pay to the order of Aames Funding Corporation d/b/a Aames Home Loan the sum of \$25,000.00 with interest at the rate of 15.52% per annum (hereinafter "Note"). 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, the said Ruth Spann made, executed and delivered a mortgage to Aames Funding Corporation d/b/a Aames Home Loan, in writing, dated November 8, 1999, covering real property in Berkeley County, which is the same as that described in the Complaint. The Mortgage was recorded on November 17, 1999, and is of record in the Berkeley County Registry in Book 1792 at page 31.
9. This mortgage constitutes a valid first lien on the subject property.
10. Thereafter, the Mortgage was assigned to The Chase Manhattan Bank, as Trustee ^{Sold} under the Pooling and Servicing Agreement dated as of May 1, 2020, among Credit-Based Asset Servicing and Securitization LLC Asset Backed Funding Corporation, Litton Loan Servicing LP and the Chase Manhattan Bank, C-Bass Mortgage Loan Asset-Backed Certificates, Series 2000-CB2 by assignment recorded on October 10, 2000 in Book 2050 at Page 41. Thereafter, the Mortgage was assigned to U.S. Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2006-RP2 by assignment recorded on February 27, 2007 in Book 6371 at Page 43.
11. According to testimony, subsequent to the execution of the Mortgage and Note, Ruth

Spann passed away on or around January 17, 2013. The Plaintiff has been unable to locate an estate filed for said decedent in the records of Berkeley County, South Carolina but bases this information on the Death Certification of Ruth Spann, generated by the Division of Vital Records, SC Department of Health and Environmental Control.

12. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, Plaintiff alleges upon information and belief, that the loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower(s) is/are deceased.

13. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

14. The titleholder(s) of record of the Property as of the filing of the Lis Pendens in this action was/were Angela Spann-Matthew a/k/a Angela Spann-Matthews and Veronica Spann.

15. 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.

16. 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 \$2,857.50 is a reasonable attorney's fee for the Plaintiff's attorney for services performed up to this point in time under the terms of the note and mortgage. Performance of additional services may result in a determination by this court that additional reasonable attorney's fees are due.

17. 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:

Principal due as of today's date:	10/26/2022		\$22,606.52
Accrued interest from:	04/01/2015	to: 07/19/2022	\$25,610.08
Per diem interest from:	07/20/2022	to: 09/21/2022	\$ 941.78
Accruing at:	15.52% per annum		
Advancements to Escrow			\$ 5,807.44
Prior Servicer Fee			\$226.00
Corporate Advances			\$ 709.50
Late charges:			\$ 212.16
Costs of collection prior to hearing:			\$ 983.83
Attorney's fees:			\$ 2,857.50

18. Total Debt secured by Note and Mortgage, is \$59,954.81. Interest shall be added to the total debt at the rate stated above until the date a judicial sale is conducted herein. Additional interest accrual after the date of such judicial sale will be governed by terms set forth herein below.

19. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCF.

20. The Defendant(s); below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing

subsequent to the sale, in accordance with Rule 71(c), SCRCP. The said Defendants and such claims or liens are as follows:

A. The Defendant, Angela Spann-Matthew a/k/a Angela Spann-Matthews, has or may claim to have some interest in the Property by virtue of a certain deed of Ruth Spann purporting to convey an interest in the subject property to aforementioned defendant. Said deed being recorded 01/10/2013 in the Berkeley County Records in Book 9887 at Page 158. Any interest that this Defendant received in the subject property is "subject to" Plaintiff's Mortgage and this interest is hereby ordered eliminated from the title to the property.

B. The Defendant, Angela Spann-Matthew a/k/a Angela Spann-Matthews, has or may claim to have some interest in the Property by virtue of a certain deed of Angela Spann-Matthews purporting to convey an interest in the subject property to aforementioned defendant. Said deed being recorded 09/27/2013 in the Berkeley County Records in Book 10394 at Page 140. Any interest that this Defendant received in the subject property is "subject to" Plaintiff's Mortgage and this interest is hereby ordered eliminated from the title to the property.

C. The Defendants, Angela Spann-Matthew a/k/a Angela Spann-Matthews and Veronica Spann, have or may claim to have some interest in the Property by virtue of a certain deed of Angela Spann-Matthew a/k/a Angela Spann-Matthews purporting to convey an interest in the subject property to aforementioned defendants. Said deed being recorded 06/10/2015 in the Berkeley County Records in Book 11428 at Page 168. Any interest that these Defendants received in the subject property is "subject to" Plaintiff's Mortgage and this interest is hereby ordered eliminated from the title to the property.

D. The Defendant, Regional Finance Corporation of South Carolina d/b/a Regional Finance, has or may claim to have some interest in the Property by virtue of a judgment lien against Veronica Spann, in the original principal amount of \$4,016.73, which lien was filed in the Berkeley County Records on 04/02/2012 in Civil Action No., 2012-CP-08-01001. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby ordered eliminated from the title to the Property.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.

2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$59,954.81, representing the Total Debt due to the Plaintiff as outlined above.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest as previously set forth at the rate of 15.52% per annum.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt to include continuing accruing interest as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master In Equity at public auction, at the Berkeley County Courthouse, City of Moncks Corner, 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 first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 15.52% per annum.

- C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
- D. Purchaser to pay for the deed and the cost of recording the deed.
3. 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 Plaintiffs indebtedness.
 4. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
 5. 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/she will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his/her assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master In Equity or the Plaintiff may re-advertise the Property for sale on the next, or some other subsequent, sales day, according to the same terms set forth herein, and so on from time to time thereafter until a full compliance shall be secured.
 6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

7. 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 of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney 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.

8. 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.

9. That it is further ORDERED ADJUDGED AND DECREED that 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 Berkeley County 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.

10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is (other than the Defendants in possession herein, the Sheriff of Berkeley County)(upon issuance of a Writ of Assistance) may be ordered and directed to eject and remove from the

premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued 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.

11. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master In Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
12. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL, TRACT, OR LOT OF LAND, SHOWN AS LOT "E" TOGETHER WITH ALL IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CROSS AREA, BERKELEY COUNTY, STATE OF SOUTH CAROLINA, MEASURING AND CONTAINING ONE AND FORTY-NINE THOUSANDTHS (1.049) ACRE. THIS PARCEL OF LAND IS MORE PARTICULARLY DELINEATED ON A PLAT BY PAUL C. LAWSON, JR. DATED APRIL 10, 1996 AND IS RECORDED IN PLAT CABINET M, PAGE 85, BUTTING AND BOUNDING AS FOLLOWS, TO-WIT:

**NORTH: BY OTHER LANDS OF THE GRANTOR
EAST: BY HEIRS OF JOHN P. NELSON, AND LILOUISE S. WEST
SOUTH: BY LOT "F"
WEST: BY HARLEY CIRCLE WHICH ON THIS DAY HAS A 50'
R/W EASEMENT**

THIS BEING THE SAME PROPERTY CONVEYED TO RUTH SPANN BY DEED OF ANDREW H. CROSS, SR. DATED DECEMBER 23, 1997 AND RECORDED DECEMBER 23, 1997 IN BOOK 1225 AT PAGE 217 IN THE OFFICE OF THE REGISTER OF DEEDS FOR BERKELEY COUNTY, SOUTH CAROLINA. THEREAFTER, RUTH SPANN CONVEYED SAID PROPERTY TO ANGELA SPANN-MATTHEW, RESERVING A LIFE ESTATE UNTO HERSELF, BY DEED DATED JANUARY 9, 2013 AND RECORDED JANUARY 10,

2013 IN BOOK 9887 AT PAGE 158 IN SAID RECORDS. THEREAFTER, RUTH SPANN PASSED AWAY ON JANUARY 17, 2013. THEREAFTER, ANGELA SPANN-MATTHEW A/K/A ANGELA SPANN-MATTHEWS CONVEYED SAID PROPERTY TO ANGELA SPANN-MATTHEWS BY QUITCLAIM DEED DATED SEPTEMBER 26, 2013 AND RECORDED SEPTEMBER 27, 2013 IN BOOK 10394 AT PAGE 140 IN SAID RECORDS. THEREAFTER, ANGELA SPANN-MATTHEW A/K/A ANGELA SPANN-MATTHEWS CONVEYED SAID PROPERTY TO ANGELA SPANN-MATTHEW A/K/A ANGELA SPANN-MATTHEWS AND VERONICA SPANN BY QUITCLAIM DEED DATED JUNE 9, 2015 AND RECORDED JUNE 10, 2015 IN BOOK 11428 AT PAGE 168 IN SAID RECORDS.

CURRENT ADDRESS OF PROPERTY: 184 HARLEY CIR, Cross, SC 29436

TMS: 042-00-02-062

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW