

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
CASE NO.: 2016-CP-26-08043

Waterfall Victoria Grantor Trust II, Series G,
Plaintiff,

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

v.

E. Carroll Rogers a/k/a Ernest Carroll Rogers;
Paulla W. Rogers; Branch Banking and Trust
Company; Briarcliffe Acres Association; United
States of America, Department of Treasury,
Internal Revenue Service; South Carolina
Department of Revenue,
Defendant(s).

**Deficiency Judgment Demanded Against
Defendant E. Carroll Rogers a/k/a Ernest
Carroll Rogers**

RECEIVED

May 17 2024

SC Court of Appeals

McMichael Taylor Gray, LLC
Attorney for Plaintiff

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRPC"), the above-entitled action 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 action. Any appeal from the decision of the Master in Equity shall be directly to the Supreme Court of South Carolina or the South Carolina Court of Appeals.

Pursuant to the said reference, a hearing was held on Plaintiff's Amended Motion for Summary Judgment on July 18, 2022, attended by attorneys of record for Plaintiff and Defendant E. Carroll Rogers (hereinafter "Rogers"). An Order granting summary judgment in favor of Plaintiff was entered on July 20, 2022. Thereafter, a hearing was held September 15, 2023, attended by the attorneys of record for Plaintiff and Defendant Rogers, the testimony was taken, which is reported herewith, and from the testimony and evidence and prior record in the case, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on December 19, 2016.
2. The Summons and Complaint were filed on December 19, 2016.
3. A Second Lis Pendens was filed on April 11, 2022.
4. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.
5. Defendants E. Carroll Rogers a/k/a/ Ernest Carroll Rogers, United States of America, Department of Treasury, Internal Revenue Service and South Carolina Department of

Revenue filed Answers in this action.

6. Defendants Paulla W. Rogers, Branch Banking and Trust Company and Briarcliffe Acres Association are in default.
7. According to an Affidavit filed herein, no Defendant is in the military service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, and any amendments thereto.
8. All Defendants were notified of the time, date and place of the hearing in this matter.
9. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01.
10. For value received, Defendant E. Carroll Rogers a/k/a Ernest Carroll Rogers made, executed and delivered a Note, dated November 5, 1997, thereby promising to pay to the order of Coastal Federal Savings Bank the sum of \$610,000.00, with interest at the rate of 7.250% per annum. Other terms and conditions are stated in the Note, which is of record herein.
11. To better secure the payment of the Note described above, Defendants E. Carroll Rogers a/k/a Ernest Carroll Rogers and Paulla W. Rogers made, executed and delivered to Coastal Federal Savings Bank, a Mortgage, in writing, dated November 5, 1997, covering real property in Horry County, which is the same as that described in the Complaint. The Mortgage was recorded on November 10, 1997, and is of record in the Office of the Register of Deeds for Horry in Mortgage Book 2217, Page 126.
12. Thereafter, the loan was modified by a Mortgage Modification Agreement whereby the new principal balance was stated as \$570,863.56, with a decrease in the interest rate to 5.25% per annum until November 1, 2006, when the interest rate would become adjustable pursuant to the terms of the Note. The Mortgage Modification Agreement was recorded in the Office of the Register of Deeds for Horry County on November 25, 2003, in Mortgage Book 3501, Page 0647.
13. Thereafter, the loan was modified by a Note & Mortgage Modification Agreement whereby the new principal balance was stated as \$529,766.80, with a change in the interest rate to 6.750% per annum until February 1, 2010, when the interest rate would become adjustable pursuant to the terms of the Note. The Note & Mortgage Modification Agreement was recorded in the Office of the Register of Deeds for Horry County on December 27, 2006, in Mortgage Book 4813, Page 1112.

14. By an Assignment of Mortgage executed November 4, 2016, Branch Banking and Trust Company successor by merger to Coastal Federal Bank, successor by merger to Coastal Federal Savings assigned the Mortgage to FV-I Inc. in trust for Morgan Stanley Mortgage Capital Holdings, LLC. Said assignment was recorded in the Office of the Register of Deeds for Horry County on December 6, 2016, in Mortgage Book 5834, Page 872.
15. By an Assignment of Mortgage executed July 31, 2017, FV-I Inc. as Trustee for Morgan Stanley Mortgage Capital Holdings, LLC assigned the Mortgage to WV 2017-1 Grantor Trust. Said assignment was recorded in the Office of the Register of Deeds for Horry County on September 13, 2017, in Mortgage Book 5918, Page 185.
16. By an Assignment of Mortgage executed October 3, 2017, WV 2017-1 Grantor Trust assigned the Mortgage to Cascade Funding, LP, Series 1. Said assignment was recorded in the Office of the Register of Deeds for Horry County on January 11, 2018, in Mortgage Book 5953, Page 953.
17. By an Assignment of Mortgage executed October 3, 2017, Cascade Funding, LP, Series 1 assigned the Mortgage to Cascade Funding Mortgage Trust 2017-1. Said assignment was recorded in the Office of the Register of Deeds for Horry County on January 11, 2018 in Mortgage Book 5953, Page 956.
18. By an Assignment of Mortgage executed July 29, 2019, Cascade Funding Mortgage Trust 2017-1 assigned the Mortgage to U.S. Bank Trust, N.A. as Trustee for Cascade Funding Mortgage Trust 2017-1. Said assignment was recorded in the Office of the Register of Deeds for Horry County on August 2, 2019, in Mortgage Book 6115, Page 3009.
19. By a Corrective Assignment of Mortgage dated January 19, 2021, Cascade Funding Mortgage Trust 2017-1 assigned the Mortgage to Waterfall Victoria Grantor Trust II, Series G. Said assignment was recorded in the Office of the Register of Deeds for Horry County on April 20, 2021, in Mortgage Book 6374, Page 2020.
20. By an Assignment of Mortgage dated June 30, 2021, Waterfall Victoria Grantor Trust II, Series G assigned the Mortgage to U.S. Bank Trust, N.A. as Trustee for Waterfall Victoria Grantor Trust II, Series G. Said assignment was recorded in the Office of the Register of Deeds for Horry County on September 7, 2021, in Mortgage Book 6444, Page 1018.
21. The Mortgage constitutes a valid first mortgage lien on the subject Property.
22. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of

Civil Procedure.

23. Any notice required by the terms of the Mortgage or by state and federal statutes was given to the applicable Defendants prior to the commencement of this action.
24. Payment due on the Note has not been made as provided for therein as of April 1, 2015, 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.
25. I find in the interest of equity that, due to the length of time pending between the date of default and the bringing of this action, total interest awarded shall be limited to thirty-six (36) months.
26. Plaintiff, through the servicers of this loan, failed to perform due diligence and was negligent with regard to taxes and insurance. Such negligence negatively reflects upon the credibility of Plaintiff and gives rise to the clean hands doctrine and equitable maxim “he who seeks equity must do equity.”
27. Plaintiff failed in its general duty and its equitable obligation to mitigate damages by preventing unnecessary tax penalties.
28. Plaintiff should have stopped forced-place flood insurance coverage when the property was determined to be no longer in a flood zone.
29. Plaintiff presented no evidence of actual notice to the Defendants of the payment of insurance premiums and failed to provide transactional receipts of payments.
30. Plaintiff claimed payments made for property taxes from 2014 through 2022 in the amount of \$ 57,099.66, flood insurance from 2015 through 2023 in the amount of \$ 31,880.00, and homeowners hazard insurance from 2016 through 2023 in the amount of \$ 57,099.66, with a credit for prior escrow balance of \$ 3,643.84.
31. I find the total amount of escrow advances claims by Plaintiff of \$ 139,507.65 shall be reduced in the following amounts for the reason stated above:

Property Taxes:	32,996.11
Flood Insurance:	22,290.00
Hazard Insurance:	59,832.28
32. 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 attorneys; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$ 8,112.50 is a reasonable attorney's fee for the Plaintiff's attorneys for services performed through the date of this hearing, under the terms of the Note and Mortgage.

33. 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 through the date of this hearing, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal Balance Due	\$371,142.15
Interest Due from 3/1/2015 through 2/28/2018	\$ 37,612.42
Current Rate 3.37500%, Per Diem \$34.3179	
Allowed Escrow Advanced	\$ 24,389.26
Prior Servicer Corporate Advances	\$ 13,706.94
Suspense Balance	\$ (96.00)
Foreclosure Costs through hearing	\$ 924.32
Foreclosure Attorney's Fees through the hearing	\$ 8,112.50
TOTAL DEBT OWED	\$ 455,791.59

Total Debt secured by Note and Mortgage, including interest to date shown \$ 455,791.59. 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 a current interest rate of 3.375%, pursuant to the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Total Debt secured by the Mortgage through the date of sale to which such interest is computed.

34. The Plaintiff is seeking foreclosure of its Mortgage and has, in the Complaint or subsequently thereto in writing, expressly demands its right to a deficiency judgment and Plaintiff has the right to seek deficiency judgment against the maker of the Note, the Defendant E. Carroll Rogers a/k/a Earnest Carroll Rogers. In the event that the net amount realized by Plaintiff upon the sale of the Property is insufficient to pay in full all amounts due the Plaintiff, including cost of collection, Plaintiff demands a personal judgment against the said Defendant in the amount of such deficiency.
35. The following Defendants 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. Said Defendants and such claims or liens are as follows:

- a. Defendant Branch Banking and Trust Company as successor in interest to Coastal Federal Bank by virtue of a mortgage given by E. Carroll Rogers and Paulla W. Rogers to Coastal Federal Bank in the original principal amount of \$200,000.00, dated December 28, 2005, and recorded on December 29, 2005 in Book 4356 at Page 787. Any such interest or lien upon the property is junior and subordinate to Plaintiff's Mortgage.
- b. Defendant Briarcliffe Acres Association by virtue of any lien or enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions recorded herein, and any amendments thereto. Any such interest or lien upon the subject property is junior and subordinate to Plaintiff's Mortgage.
- c. Defendant United States of America, Department of Treasury, Internal Revenue Service holds the following tax liens against Ernest C and Paulla W Rogers:
 1. Serial Number 333241918 in the amount of \$29,255.65, recorded on November 27, 2018, in Lien Book 262, Page 37
Any such interest or lien upon the property is junior and subordinate to Plaintiff's Mortgage. The property shall be sold subject to any statutory right of redemption claimed by Defendant.
- d. Defendant United States of America, Department of Treasury, Internal Revenue Service holds the following tax liens against E Carroll Rogers:
 1. Serial Number 333242018 in the amount of \$36,518.46, recorded on November 27, 2018, in Lien Book 262, Page 38
Any such interest or lien upon the property is junior and subordinate to Plaintiff's Mortgage.
- e. Defendant South Carolina Department of Revenue holds the following tax liens against Paula Rogers:
 1. Tax Lien Number 3517979061 in the amount of \$3,552.83, filed on September 9, 2022
 2. Tax Lien Number 3519560784 in the amount of \$4,214.22, filed on September 9, 2022Any such interest or lien upon the property is junior and subordinate to Plaintiff's

Mortgage.

CONCLUSIONS OF LAW:

I, therefore, conclude as follows:

36. That the Plaintiff should have judgment of foreclosure of its Mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.
37. That there is due to the Plaintiff on its note and mortgage the sum of \$455,791.59 representing the Total Debt due to the Plaintiff as set out in Paragraph 26, above, together with interest thereon at the rate provided in the note to the date hereof.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

38. That the Plaintiff is in full compliance with South Carolina Supreme Court Administrative Order 2011-05-02-01.
39. That the Defendants liable for the aforesaid Total Debt shall, prior to the date and time of the sale of the subject property, pay to the Plaintiff the amount of the Total Debt.
40. That on default of payment prior to the date and time of the sale, the subject property, shall be sold at public auction, at the Horry County Courthouse according to the following terms:
 - 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 applied to the costs and then to the Total Debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 3.37500%.
 - D. Purchaser to pay for any statutory commission on sale from the proceeds of the final bid amount.
 - E. Purchaser to pay for the deed and the cost of recording the deed.
 - F. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity.
41. As a personal or deficiency judgment is specifically waived, bidding will conclude at the fall of the gavel on the date of the sale.
42. The Plaintiff does not waive but specifically demands judgment against the Defendant E. Carroll Rogers a/k/a Earnest Carroll Rogers for the full amount found to be due to Plaintiff on the Note and mortgage held by Plaintiff. Pursuant to SC Code Section 29-3-650,

Plaintiff requests that this judgment be entered immediately and docketed in the clerk's office in the same manner as other judgments. Upon the sale of the mortgaged premises the officer making the sale under the order of the court shall credit upon the judgment so rendered for the debt the amount paid to the plaintiff from the proceeds of the sale. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976). 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 will execute to the purchaser, or purchasers, a deed to the premises sold. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master in Equity may re-advertise the premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder.

43. 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 will execute to the purchaser, or purchasers, a deed to the premises sold. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master in Equity may re-advertise the premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder.
44. That in the event an agent of Plaintiff does not appear at the time of sale, the subject 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.
45. That, if the Plaintiff is the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the Total Debt 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 Total Debt.
46. 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;
NEXT: To the payment of the amount of the Total Debt and interest (including attorney's fees); and
NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c),

SCRCP.

47. Upon notification of surplus funds, the Plaintiff shall provide this court Mortgagor's contact and identifying information ("Ordered Information") from their files so that Mortgagor's may be located and notified of any remaining surplus funds. Ordered Information includes, but is not necessarily limited to the following: names, most recent mailing address, most recent email address, phone numbers, date of birth and social security numbers. Ordered Information provided to this court shall be kept confidential, shall be used for the sole purpose of notifying Owners of remaining surplus funds, and shall be destroyed upon distribution of attributable surplus funds. Ordered Information will not be published in the public record. Ordered Information required by this court shall be provided to the court within a reasonable time period.
48. The judgment amount may be subject to increase to permit the Plaintiff to recover additional costs and expenses incurred within the foreclosure process and authorized under South Carolina law. Such additional costs and expenses shall be established by affidavit and shall be submitted to the Court without further hearing. Said affidavit must be presented to the Court for consideration within ten (10) days from the date of sale. Jurisdiction over each component of the total debt is reserved to the undersigned to determine and to facilitate the assessment and payment of any such costs and/or assessments.
49. In the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and only upon issuance of a Writ of Assistance by this Court, the Sheriff of Horry County may be 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 full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.
50. In the event the successful bidder is other than the Defendants in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject

property by placing said personal property on the public street or highway or by any other means.

51. The successful bidder upon timely submission of the bid deposit shall be entitled to payoff amounts from any lienholder associated with the property that is the subject of this action. Liens include, but are not limited to, mortgages, statutory liens (mechanic's liens, property owners' association liens or other liens created by operation of law), judgments, tax liens and others. In the event the Plaintiff is the successful bidder, Plaintiff shall be also be entitled to payoff amounts from lienholders. Lienholders shall provide payoff information within ten (10 days) of request.
52. 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.
53. That the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the Defendant E. Carroll Rogers a/k/a Ernest Carroll Rogers and Paulla W. Rogers, who was the title-holder of the mortgaged property at the time of the filing of the Lis Pendens, and Defendant Paulla W. Rogers, who along with Defendant E. Carroll Rogers was the grantee of the subject mortgage; and that the 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.
54. That the undersigned Master in Equity shall retain Jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCF.
55. 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 being foreclosed, which lien is described in Paragraph 11 of the Findings of Fact hereinabove.
56. That after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Deeds and Clerk of Court to release the liens described in Paragraph 35 of the Findings of Fact hereinabove from the title of the subject property.
57. That the following is a description of the premises herein ordered to be sold:

ALL AND SINGULAR, that certain piece, parcel or lot of land, situate, lying and being in Dogwood Neck Township, County of Horry, State of South Carolina, in Briarcliffe Acres Development, designated as Lot 306, as shown on a map prepared by T.M. Jordan, C. E., and Robert Bellamy dated October 1, 1954, and recorded in Plat Book 17 at Page 41, in the Office of the Clerk of Court for Horry County.

This being the same property conveyed unto E. Carroll Rogers and Paula W. Rogers by Deed of Linda Evans Bauer dated February 18, 1997 and recorded in the Office of the Register of Deeds for Horry County on February 19, 1997 in Deed Book 1922, Page 745. Thereafter, Paula W. Rogers conveyed her interest in the subject property to E. Carroll Rogers by Deed dated January 9, 2008 and recorded in the Office of the Register of Deeds for Horry County on January 25, 2008 in Deed Book 3310, Page 1566.

**Property Address: 306 Ocean View Drive, Myrtle Beach, SC, 29572
TMS No.: 156-09-02-013**

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW.

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF HORRY**

**IN THE COURT OF COMMON PLEAS
JUDGMENT IN A CIVIL CASE
CASE NO.: 2016-CP-26-08043**

Waterfall Victoria Grantor Trust II, Series G

E. Carroll Rogers a/k/a Ernest Carroll Rogers, et al.

PLAINTIFF(S)

DEFENDANT(S)

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

Submitted by: McMichael Taylor Gray, LLC

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED** (*CHECK REASON*): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN** (*CHECK REASON*): Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order. (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount to be Enrolled (List amount(s) below)
Waterfall Victoria Grantor Trust II, Series G	E. Carroll Rogers a/k/a Ernest Carroll Rogers	\$ 455,791.59

If applicable, describe the property, including tax map information and address, referenced in the order:

ALL AND SINGULAR, that certain piece, parcel or lot of land, situate, lying and being in Dogwood Neck Township, County of Horry, State of South Carolina, in Briarcliffe Acres Development, designated as Lot 306, as shown on a map prepared by T.M. Jordan, C. E., and Robert Bellamy dated October 1, 1954, and recorded in Plat Book 17 at Page 41, in the Office of the Clerk of Court for Horry County.

This being the same property conveyed unto E. Carroll Rogers and Paulla W. Rogers by Deed of Linda Evans Bauer dated February

18, 1997 and recorded in the Office of the Register of Deeds for Horry County on February 19, 1997 in Deed Book 1922, Page 745. Thereafter, Paulla W. Rogers conveyed her interest in the subject property to E. Carroll Rogers by Deed dated January 9, 2008 and recorded in the Office of the Register of Deeds for Horry County on January 25, 2008 in Deed Book 3310, Page 1566.

Property Address: 306 Ocean View Drive, Myrtle Beach, SC, 29572
 TMS No.: 156-09-02-013

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge	Judge Code	Date
For Clerk of Court Office Use Only		

This judgment was entered on the _____ day of _____, 2024 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2024 to attorneys of record or to parties (when appearing pro se) as follows:

McMichael Taylor Gray, LLC
 3550 Engineering Drive, Suite 260
 Peachtree Corners, GA 30092

Roger P. Roy, Jr.
 Roy & Casper, LLC
 Attorney for E. Carroll Rogers a/k/a Ernest Carroll Rogers
 PO Box 4086
 N. Myrtle Beach, SC 29597

Paulla W. Rogers
 2300 Court Road 243E
 Wildwood, FL 34785

Branch Banking and Trust Company
 CT Corporation System, Registered Agent
 2 Office Park Court, Suite 103
 Columbia, SC 29223

Briarcliffe Acres Association
 243 Dogwood Lane
 Myrtle Beach, SC 29572

Robert M. Sneed
 Assistant United States Attorney
 Attorney for United States of America
 Department of Treasury Internal Revenue Service
 U.S. Attorney's Office
 55 Beattie Place, Suite 700
 Greenville, SC 29601

Kiera C. Dillon
Associate Counsel
Attorney for South Carolina Department of
Revenue
300A Outlet Pointe Blvd
Columbia, SC 29212

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Horry Common Pleas

Case Caption: Waterfall Victoria Grantor Trust II Series G, plaintiff VS E Carroll Rogers , defendant, et al

Case Number: 2016CP2608043

Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/Alan D. Clemmons 3088 Master in Equity