

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2022-CP-40-02905

U.S. Bank Trust National  
Association, as Trustee of the Tiki  
Series IV Trust,

Plaintiff,

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

**Deficiency Judgment Demanded  
Against Defendant Angela T. Franks aka  
Angela Thomasina Franks**

v.

Angela T. Franks aka Angela Thomasina  
Franks, CMS Roofing, LLC,  
Defendants.

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McMichael Taylor Gray, LLC  
Attorney for Plaintiff

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), 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 May 14, 2024, 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 June 6, 2022.
2. The Summons and Complaint were filed on June 6, 2022.
3. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.
4. Defendants Angela T. Franks aka Angela Thomasina Franks and CMS Roofing, LLC are in default as shown by the Affidavit filed herein.
5. 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.

6. All Defendants were notified of the time, date and place of the hearing in this matter.
7. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01.
8. For value received, Defendant Angela T. Franks aka Angela Thomasina Franks for valuable consideration, made, executed, and delivered, to S C Community Bank, a certain Promissory Note dated August 16, 2010 (hereinafter the "Note") in writing, wherein and whereby the Note signer, Angela T. Franks aka Angela Thomasina Franks, promised to pay to S C Community Bank, the principal sum of \$56,600.00, together with interest at a variable rate on the unpaid principal balance; said principal and interest being payable in monthly installments thereafter until the Note is paid in full. Said Note was amended on October 17, 2014, to reduce the principal amount to \$56,224.78 with a variable interest rate. In addition, a Loan Modification Agreement was signed April 26, 2019 (to be effective August 1, 2019) with a new Principal of \$53,013.02 to be adjusted to \$51,019.16 with interest at 6.500%, and a new maturity date of July 1, 2034.
9. To better secure the payment of the Note described above, Defendant Angela T. Franks aka Angela Thomasina Franks made, executed, and delivered to S C Community Bank, a Mortgage, in writing, dated August 16, 2010, covering real property in Richland County. The Mortgage was recorded on August 18, 2010, and is of record in the Office of the Register of Deeds for Richland County in Book 1625, Page 3444.
10. To better secure the payment of the Note described above, Defendant Angela T. Franks aka Angela Thomasina Franks made, executed, and delivered to S C Community Bank an assignment of Leases and Rents dated August 16, 2010 and recorded in the Office of the Register of Deeds for Richland County in Book 1625 at page 3451.
11. Subsequently Defendant Angela T. Franks aka Angela Thomasina Franks made, executed, and delivered to S C Community Bank an assignment of Leases and Rents dated October 17, 2014, and recorded in the Office of the Register of Deeds for Richland County in Book 2001 at page 1219.
12. By an Assignment of Mortgage, executed July 27, 2017, S C Community Bank, assigned the Mortgage to Wilmington Savings Fund Society, FSB, dba Christiana Trust, not in its individual capacity but solely as Owner Trustee of Matawin Ventures Trust Series 2017-2. Said assignment was recorded on August 28, 2017, and is of record in the Office of the

Register of Deeds for Richland County in Book R 2239, Page 1872.

13. By an Assignment of Mortgage, executed April 7, 2020, Wilmington Savings Fund Society, FSB, dba Christiana Trust, not in its individual capacity but solely as Owner Trustee of Matawin Ventures Trust Series 2017-2, assigned the Mortgage to MTGLQ Investors L.P. Said assignment was recorded on June 21, 2020, and is of record in the Office of the Register of Deeds for Richland County in Book R 2500, Page 3222.
14. By an Assignment of Mortgage dated May 4, 2021, MTGLQ Investors L.P., assigned the Mortgage to U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust. Said assignment was recorded on June 23, 2021, and is of record in the Office of the Register of Deeds for Richland County in Book R 2633, Page 2013.
15. The Plaintiff is informed and believes that the Mortgage constitutes a valid first mortgage lien on the subject Property.
16. 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.
17. 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.
18. 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.
19. 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 \$4,235.00 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.
20. 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	\$49,648.21
Interest Due from 3/1/2020 through 5/14/2024 Current Rate 6.5%, Per Diem \$8.84	\$13,561.44
Taxes	\$6,451.43
Late Charges	\$239.50
Foreclosure Costs through hearing	\$1,343.01
Foreclosure Attorney's Fees through the hearing	\$4,235.00
<b>TOTAL DEBT OWED</b>	<b>\$75,478.59</b>

Total Debt secured by Note and Mortgage, including interest to date shown \$75,478.59. 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 rate of 6.5%, 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 to which such interest is computed.

21. The Plaintiff does not waive but specifically demands judgment against the Defendant Angela T. Franks aka Angela Thomasina Franks 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).
22. 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 CMS Roofing, LLC holds a judgment in the amount of \$3,970.50 against Angela Franks, filed under Civil Action Number 2014-CP-32-04420 (Lexington County) and 2015-CP-40-06511 (Richland County). Said lien is junior and subordinate to Plaintiff's mortgage. Also, any other interest or lien held by this

defendant.

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

23. 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.
24. That there is due to the Plaintiff on its note and mortgage the sum of \$75,478.59, representing the Total Debt due to the Plaintiff as set out in Paragraph 19, above, together with interest thereon at the rate provided in the note to the date hereof.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

25. That the Plaintiff is in full compliance with South Carolina Supreme Court Administrative Order 2011-05-02-01.
26. 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.
27. 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 Richland County Judicial Center 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 twenty (20) 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 6.5%.
  - 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 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.
28. The Plaintiff does not waive but specifically demands judgment against the Defendant Angela T. Franks aka Angela Thomasina Franks 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.

29. 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.
30. 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 twenty (20) 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.
31. 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.
32. 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.
33. 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.

34. 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 Richland 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.
35. 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.
36. 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.
37. That the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the Defendant Angela T. Franks aka Angela Thomasina Franks, who was the title-holder of the mortgaged property at the time of the filing of the Lis Pendens, 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.
38. 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), SCRCP.
39. 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 9 of the Findings of Fact hereinabove.

40. 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 21 of the Findings of Fact hereinabove from the title of the subject property.

41. That the following is a description of the premises herein ordered to be sold:

**All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on a Map of College View prepared by A.I. Schisler dated August and September, 1927, and recorded in the Office of the ROD for Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac B. Cox & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lot having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.**

**This being the identical property conveyed to Elliot E. Franks, III and Angela T. Franks by Deed of G & R Properties dated December 30, 2004, and recorded January 11, 2005, in Book 1014, Page 1128; thence to Angela T. Franks by deed of Distribution of the Estate of Elliott E. Franks, III (Lexington County Probate Case No. 2008-ES-32-01297) recorded July 27, 2010, in Book 1621, Page 1299, Richland County Records.**

**Property Address: 1205 Columbia College Drive, Columbia, SC 29203  
TMS#: 09216-07-13**

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW.



Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac B. Cox & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lot having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

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Property Address: 1205 Columbia College Drive, Columbia, SC 29203

TMS: 09216-07-13

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

Angela T. Franks aka Angela Thomasina Franks  
464 Annondale Road  
Columbia, SC 29212

CMS Roofing, LLC,  
Mr. Michael J. Curcio, Registered Agent  
530 Vision Court  
Irmo, SC 29063

Defendant(s)

**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.**





Richland Common Pleas

**Case Caption:** U S Bank Trust National Association vs Angela T Franks , defendant,  
et al  
**Case Number:** 2022CP4002905  
**Type:** Master/Order/Foreclosure & Sale and Form 4

It is so Ordered

s/Joseph M. Strickland, 3055