

STATE OF SOUTH CAROLINA)	
)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	
Woodland Terrace Condominium Association, Inc.,)	Case No.: 2024-CP-40-00379
)	
Plaintiff,)	
)	
v.)	MASTER'S REPORT AND
)	JUDGMENT OF FORECLOSURE
Mark D. Cauthen,)	AND SALE
)	
Defendant.)	

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 attorney 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 January 19, 2024.
2. The Summons and Complaint were filed on January 19, 2024.
3. Service was made upon the Defendant on January 28, 2024, as evidenced by the Affidavit of Service on file in this case.
4. The Defendant filed and served an Answer on February 27, 2024.
5. According to the Affidavit filed herein, the Defendant is not in the military service of the United States of America, as contemplated under the 50 USC §§ 3901-4043 Servicemember Civil Relief Act (SCRA).

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6. A Notice of Hearing, setting out the time, date, and place of hearing in this matter was sent to the last known address of the Defendant as more fully shown by the Notice of Hearing on file in this action; however, the Defendant did not appear at the final hearing.

7. At the hearing, the Plaintiff's Counsel called as his first and only witness the person with the Plaintiff's Management Company most knowledgeable about the account delinquencies of the 2 units that are the subject of this HOA foreclosure, and she presented testimony and documentation establishing the debt for both units.

8. Also, at the hearing, Plaintiff's Counsel submitted an Affidavit seeking his attorney's fees and costs in this foreclosure from which the Court considers that the sum of Two Thousand and 00/100 Dollars (\$2,000.00) is a reasonable fee to allow as attorney's 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 Declaration. 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.

9. Pursuant to the Master Deed and Bylaws for Woodland Terrace Condominium Association, Inc. ("the Master Deed"), the Defendant is liable to the Plaintiff for assessments representing its share of common expenses as defined by the Master Deed and Bylaws for Woodland Terrace Condominium Association, Inc. and the South Carolina Horizontal Property Act.

10. The Defendant has breached the terms and conditions of the Master Deed by reason of its failure to make payment of assessments when due despite demand.

11. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action was Mark D. Cauthen.

12. By reason of the failure of the Defendant to pay as set out above, and pursuant to the terms of the Declaration, the Plaintiff is entitled to foreclose the property of the Defendant.

13. The amount due and owing to the Plaintiff, and other costs and expenses of collection, including an attorney's fee, pursuant to the terms of the Declaration is as follows:

(a) Assessments and late charges due on liens (through May 9, 2024) on Units 4A and 4C	\$ 93,213.11
(b) Costs of foreclosure prior to hearing (service, filing, etc.)	404.56
(c) Attorney's fee	2,000.00
Total Debt	\$ 95,617.67

Interest after the date of judgment at the rate of 12.5% per annum (judgment rate) should be added to such judgment debt to comprise the amount of Plaintiff's debt.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

The Plaintiff should have judgment of foreclosure pursuant to the terms of the Declaration and the property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The Plaintiff is due the sum of Ninety-Five Thousand Six Hundred Seventeen and 67/100 Dollars (\$95,617.67) representing the total debt as set out in paragraph 13 supra, and said debt shall constitute the total judgment and shall bear interest hereafter at the rate of 12.50% per annum (judgment rate).

2. The Defendant liable for the aforesaid 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 the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

3. On default of payment at or before the time herein indicated, the premises described in the Complaint, as hereinafter set forth, be sold by the undersigned at public auction, at the Richland County Judicial Center, 1701 Main Street, Columbia, SC 29201 on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The undersigned will require a deposit of five percent (5%) 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 twenty (20) 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 12.50% per annum (the judgment rate).

C. The sale shall be subject to any mortgages representing prior liens to that of the Plaintiff, taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.

D. Purchaser to pay for deed stamps and costs of the recording of the deed.

4. 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 only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

5. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

6. The undersigned 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. Should any purchaser at the sale fail to comply with the terms thereof within twenty (20) days, then the undersigned 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.

7. The undersigned will apply the proceeds of sale as follows:

FIRST: to the payment of the amount of the costs and expenses of this action;

SECOND: 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 same;

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

8. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendants in possession herein, the Sheriff of Richland 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/her assigns in such peaceable possession.

9. And it is further ORDERED, ADJUDGED AND DECREED that the Defendant, and all persons whomsoever claiming under said Defendants, be forever barred and foreclosed of all right, title, interest, and equity in redemption in the said premises so sold, or any part thereof.

10. 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 who executes such deed as grantor.

11. The undersigned 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), SCRPC.

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

Apartment (Unit) Numbers 4A and 4C in Woodland Terrace Horizontal Property Regime located near the City of Columbia, County of Richland, State of South Carolina, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act (§26-31-10, et seq., S.C. Code Ann. (1976) as amended) by Master Deed dated March 31, 1983, with appended ByLaws and Exhibits are recorded in the Office of the RMC for Richland County in Deed Book D643 at Page 792, et seq. The Master Deed, By-Laws, plot plat above-mentioned, and the records thereof, are incorporated herein and by this referenced made a part hereof.

TMS#: 13883-01-10 (Unit 4A)
13883-01-12 (Unit 4C)

Property Address: 320 S. Beltline Blvd., Units 4A and 4C
Columbia, SC 29205

SIGNATURE PAGE TO FOLLOW

NOTICE OF SALE

Docket No. 2024-CP-40-00379

By virtue of a decree heretofore granted in the case of Woodland Terrace Condominium Association, Inc. against Mark Cauthen, I, Joseph M. Strickland, the undersigned Master-in-Equity for Richland County, will sell on Monday, July 1, 2024 at 12:00 noon, at the Richland County Judicial Center, 1701 Main Street, Columbia, SC 29201, to the highest bidder:

Apartment (Unit) Numbers 4A and 4C in Woodland Terrace Horizontal Property Regime located near the City of Columbia, County of Richland, State of South Carolina, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act (§26-31-10, et seq., S.C. Code Ann. (1976) as amended) by Master Deed dated March 31, 1983, with appended ByLaws and Exhibits are recorded in the Office of the RMC for Richland County in Deed Book D643 at Page 792, et seq. The Master Deed, By-Laws, plot plat above-mentioned, and the records thereof, are incorporated herein and by this referenced made a part hereof.

TMS#: 13883-01-10 (Unit 4A)
13883-01-12 (Unit 4C)

Property Address: 320 S. Beltline Blvd., Units 4A and 4C
Columbia, SC 29205

Plaintiff's Attorney:

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The Honorable Joseph R. Strickland
Master in Equity, Richland County