

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Specialized Loan Servicing LLC,  
Plaintiff,

v.

Cindy B. Hunt; Willow Greens  
Homeowners Association, Inc.; CJ  
Developers, LLC,

Defendants

IN THE COURT OF COMMON PLEAS

CASE NO.: 2013-CP-26-02528

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

**DEFICIENCY WAIVED**

**RECEIVED**  
JUL 03 2024  
SC Court of Appeals

Hearing Dates: March 5, 2024, reconvened May 8, 2024

Appearances: Chad W. Burgess for Plaintiff; Cindy B. Hunt, pro se

Court Reporters: Travis McLeod (March 5, 2024) & Courtney Glover (May 8, 2024)

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 March 5, 2024, 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 April 16, 2013.
2. The Summons and Complaint were filed on April 16, 2013.
3. Service was made upon the Defendants as shown by the proofs of service filed herein.
4. The Defendants Cindy B. Hunt and Willow Greens Homeowners Association, Inc. answered in this action. Willow Greens Homeowner's Association, Inc. withdrew its answer on

November 5, 2013. Defendant CJ Developers, LLC has no pleadings or appearances filed in the record.

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 fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

6. All Defendants were notified of the time, date and place of hearing and reconvened hearing in this matter.

7. Various motions of Defendant Cindy B. Hunt were heard prior to taking up the bench trial on all remaining issues in the case. Those motions include: 1) Defendant's Motion / Petition for Writ of Certiorari filed October 28, 2020, 2) Defendant's Motion Re Abuse of Process filed October 28, 2020, 3) Defendant's SCRCR Rule 11 Motion filed October 28, 2020, 4) Defendant's SCRCR Rule 60 Motion Re: Fraud upon the Court and Civil Conspiracy filed December 17, 2020, 5) Defendant's SCRCR Rule 59 Motion regarding the May 10, 2022, Order to Substitute Plaintiff, 6) Defendant's Motion/Petition for a Writ of Mandamus filed June 3, 2022, 7) Amended Motion/Petition for Writ of Mandamus filed June 14, 2022, 8) Motion related to subject matter jurisdiction filed January 16, 2024. After careful consideration of the memoranda, arguments, and testimony presented by the parties, the applicable rules of civil procedure and case law concerning those rules, each of the Defendant's motions was respectfully denied. Following the denial of Defendant's motions, the trial on the merits proceeded.

8. For value received, Cindy B. Hunt made, executed and delivered a note, dated May 18, 2007, promising thereby to pay to the order of Coastal Federal Bank, Federal Savings Bank the sum of \$147,200.00 with interest at the rate of 6.3750% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.

9. To better secure the payment of the Note described above, the said Cindy B. Hunt made, executed and delivered a mortgage to Coastal Federal Bank, in writing, dated May 18, 2007, covering real property in Horry County, which is the same as that described in the Complaint. The Mortgage was recorded on May 23, 2007, and is of record in the Horry County Registry in Book 4906 at page 1953.

10. This mortgage constitutes a valid first lien on the subject property.

11. Thereafter, the Mortgage was assigned to Branch Banking and Trust Company by corporate merger. Thereafter, the Mortgage was assigned to Specialized Loan Servicing LLC by assignment recorded on November 18, 2021 in Book 6480 at Page 2673.

12. The titleholder of record of the Property as of the filing of the Lis Pendens in this action was Cindy B. Hunt.

13. As of July 1, 2012, the loan is in default, 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.

14. 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 \$79,210.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed for the period of time while the firm of Rogers Townsend & Thomas, PC under the terms of the note and mortgage. This finding is based upon the testimony of attorney Shawn

Foerster at the May 8, 2024 regarding the fees incurred by the Plaintiff while Rogers Townsend & Thomas, PC represented the Plaintiff. Defendant raised objection to Rogers Townsend & Thomas, PC's prior involvement in the case based upon an apparent change in corporate structure of the firm while the firm represented the Plaintiff. I find the change in corporate structure of the law firm representing the Plaintiff to be irrelevant to the substantive issues involved in this action.

15. 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 \$7,369.00 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 regarding those services provided by the firm of Brock & Scott, PLLC. Performance of additional services may result in a determination by this court that additional reasonable attorney's fees are due. This finding is based upon the affidavit of attorney Chad W. Burgess filed herein and his testimony at the March 5, 2024 hearing.

16. 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:                       | 03/05/2024       |                | \$137,166.75 |
| Accrued Interest From:                                  | 06/01/2012       | to: 03/05/2024 | \$102,842.53 |
| Accruing at:  | 6.375% per annum |                |              |
| Escrow Balance  |                  |                | \$15,251.53  |
| Other Advances/Forbearance                              |                  |                | \$250.00     |
| Property Inspections:                                   |                  |                | \$814.00     |
| Costs of Collection Prior to Hearing (Brock & Scott):   |                  |                | \$300.00     |
| Costs of Collection Prior to Hearing (Rogers Townsend): |                  |                | \$4,112.51   |

|                                   |             |
|-----------------------------------|-------------|
| Attorney's Fees (Rogers Townsend) | \$79,210.00 |
| Attorney's Fees (Brock & Scott):  | \$7,369.00  |

Total Debt secured by Note and Mortgage, is \$347,316.32. This amount includes costs as outlined above. Interest shall be added at the above stated rate 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. Interest for the period from the date shown 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 6.375% per annum, 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 Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

17. 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), SCRPC.

18. 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 may be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The said Defendants and such claims or liens are as follows:

A. The Defendant, CJ Developers, LLC, has or may claim to have some interest in the Property by virtue of a mortgage given by Christopher T. Brereton and Amanda Brereton, in the original principal amount of \$107,000.00, which lien was recorded/filed in the Horry County Records on 03/13/2001 in Book 12675 at Page 336. Plaintiff alleged said lien has been paid in full but never satisfied of record. No defense was presented to Plaintiff's allegation and, as such, this lien is hereby ordered removed from the title to the Property upon the entry of a judicial order.

B. The Defendant, Willow Greens Homeowners Association, Inc., has or may claim to have some interest in the Property by virtue of the following:

- i. Any unrecorded homeowners' liens or assessments due or that may become due up to the time of any foreclosure sale herein.
- ii. Any interest arising from unpaid assessments, dues, special assessments, etc. of any kind that this Defendant presently has or may acquire up to the time of any foreclosure sale herein is or would be junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property upon the completion of a properly held foreclosure sale.

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. The Plaintiff is entitled to judgment as to all causes of action, including foreclosure of its Mortgage.
3. The Property should be ordered sold at public auction after due advertisement.
4. There is due to the Plaintiff on its Note and Mortgage the sum of \$347,316.32, representing the Total Debt due to the Plaintiff as outlined above.
5. 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 6.375% per annum.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. Plaintiff is granted a judgment of foreclosure to include all amounts due to date as authorized by the loan documents including, but not limited to, principal, interest, attorney's fees and costs. This property shall be placed on the August 5, 2024 sales roster. In the event of an appeal, this court orders that this property be placed on the sales roster for the next

appropriate sales date if this ruling is either affirmed or unconditionally remanded by the appellate court. That the Defendants 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. Advertisement of this property shall not be initiated any sooner than six weeks prior to the sales date.
3. 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 Horry County Courthouse, City of Conway, 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. There is due to Plaintiff the sum of \$347,316.32, which includes costs and interest on the principal balance from June 1, 2012. Interest shall continue to accrue from the date and at the rate indicated in Paragraph 16, to the date of sale, at the judgment rate of interest of 6.375% per annum. The successful bidder at the sale should be required to pay interest from the date of sale at the judgment rate of interest of 6.375% to compliance. \$23.96 per diem. The judgment amount includes principal, interest, attorney's fees and other hard costs outlined in the judgment.

- 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.
4. 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.
  5. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final at the fall of the gavel on the date of the sale, and compliance with the bid may be made immediately.
  6. 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 The Master in Equity 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.
  7. 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.
  8. 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 Plaintiff's 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), SCRC.P.

9. 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.
10. 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, lien, and equity of redemption in the said mortgaged premises so sold, or any part thereof.
11. 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 Horry 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.

12. 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 and a Writ of Assistance is presented, the Sheriff of Horry County 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.
13. 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.
14. Upon notification of surplus funds, and its objection, the Plaintiff shall provide this court the Mortgagor(s) contact and identifying information (“Ordered Information”) from their files so that the 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 the Mortgagor(s) 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. This order shall act as a sealed/protective order such that the Plaintiff will in no way be held liable in the event of a leak of the Ordered Information. Additionally, compliance with the Court's directive shall be enforced through the contempt powers of this court.

15. 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.
16. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

**ALL AND SINGULAR, THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA AND BEING MORE PARTICULARLY SHOWN AND DESIGNATED AS UNIT 195-D, PHASE 6 OF WILLOW GREENS HORIZONTAL PROPERTY REGIME ON A PLAT PREPARED BY TERRY M. WATSON, RLS NO. 7168 FOR CJ DEVELOPERS, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, DATED DECEMBER 11, 1997, AND RECORDED ON JUNE 1, 1998, IN THE OFFICE OF THE REGISTER OF DEEDS FOR HORRY COUNTY IN PLAT BOOK 155 AT PAGE 113, REFERENCE TO SAID PLAT BEING CRAVED AS FORMING A PART OF THIS DESCRIPTION. A COPY OF THE PLANS FOR BUILDING 195 CERTIFIED BY JOEL R. CARTER, AIA, ARE FURTHER SHOWN AND RECORDED ON JUNE 1, 1998, IN THE OFFICE OF THE REGISTER OF DEEDS FOR HORRY COUNTY IN CONDOMINIUM CABINET "C" AT PAGE 630.**

**THIS BEING THE SAME PROPERTY CONVEYED TO CINDY B. HUNT BY DEED OF CHRISTOPHER T. BRERETON AND AMANDA BRERETON DATED SEPTEMBER 30, 2003 AND RECORDED OCTOBER 1, 2003 IN BOOK 2648 AT PAGE 1241.**

CURRENT ADDRESS OF PROPERTY: 195 - D Willow Greens Dr., a/k/a 195 Willow Green Dr., Unit D,  
Conway, SC 29526

TMS: 0530001150

AND IT IS SO ORDERED.

**JUDGE'S SIGNATURE PAGE TO FOLLOW**