

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO. 2023-CP-40-05784

US BANK TRUST NATIONAL
ASSOCIATION AS TRUSTEE
FOR LB- RANCH SERIES V TRUST,

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

Plaintiff,

Deficiency Judgment Waived

v.

RODNEY S. MILLS,

Defendant(s).

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.

This matter came before this Court on January 16, 2025, for a final foreclosure hearing and adjudication. All parties appeared and prior to hearing were able to reach a settlement agreement in which the Parties announced a joint motion for a consent order of settlement in this matter. The Defendant Rodney S. Mills has defaulted under the terms of the Consent Order for failing to make the payment timely, as more specifically set forth therein.

FINDINGS OF FACT:

1. The *Lis Pendens* was filed on October 30, 2023.
2. The Summons and Complaint were filed on October 30, 2023.
3. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.
4. On November 28, 2023, Defendant filed, *pro sé*, his Answer and Affirmative Defenses (the "Answer").
5. On February 5, 2025, a Consent Order was filed by the parties, which Consent Order set forth the settlement terms as follows:
 - a. Defendant Rodney S. Mills shall pay Plaintiff a short payoff of \$35,000.00.

- b. Said payment shall be paid by certified funds directly to McMichael Taylor Gray LLC on or before January 21, 2025 at 3550 Engineering Drive, Suite 260, Peachtree Corners, GA 30092.
- c. Upon receipt of the \$35,000.00, the parties agree to submit a Stipulation of Dismissal, with prejudice, within 10 days.
- d. If Defendant defaults on the \$35,000.00 payment referenced herein, Defendant consents to a foreclosure judgment in favor of Plaintiff, and to a foreclosure sale without the need for further hearings in this matter.
6. The Defendant has defaulted under the terms of the Consent Order for failing to pay McMichael Taylor Gray LLC within the time period set forth therein.
7. All Defendants were notified of the time, date and place of the hearing in this matter.
8. For value received, Defendant Rodney S. Mills made, executed and delivered a Note, dated August 30, 2002, promising thereby to pay to the order of CitiFinancial, Inc., the sum of \$34,706.47, with interest at the rate of 11.03% per annum. 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, Defendant Rodney S. Mills made, executed and delivered to CitiFinancial, Inc., a Mortgage, in writing, dated August 30, 2002, covering real property in Richland County. The Mortgage was recorded in the Register of Deeds Office for Richland County in Book 00699 at Page 1693.
10. This loan is subject to a Loan Modification Agreement dated September 10, 2020. Said loan modification changed the unpaid principal balance to \$28,204.34, the interest rate to 8.748% and maturity date to July 1, 2036.
11. By an Assignment of Mortgage dated December 12, 2016, CFNA Receivables (TX), LLC, a Texas Limited Liability Company F/K/A CFNA Receivables (TX), Inc., a Texas Corporation, successor by merger to CFNA Receivables (SC), Inc. F/K/A CitiFinancial, Inc., a South Carolina Corporation assigned the Mortgage to CitiFinancial Servicing LLC, a Delaware Limited Liability Company. Said assignment was recorded in the Office of the Register of Deeds for Richland County on December 20, 2016, in Book R 2174, Page 76.
12. By an Assignment of Mortgage dated December 12, 2016, CitiFinancial Servicing LLC, a Delaware Limited Liability Company assigned the Mortgage to Bayview Loan Servicing, LLC, a Delaware Limited Liability Company. Said assignment was recorded in the Office of the

- Register of Deeds for Richland County on December 20, 2016, in Book R 2174, Page 77.
13. By an Assignment of Mortgage dated July 18, 2022, Community Loan Servicing, LLC FKA Bayview Loan Servicing, LLC assigned the Mortgage to Nationstar Mortgage LLC. Said assignment was recorded in the Office of the Register of Deeds for Richland County on July 18, 2022, in Book R 2763, Page 1126.
 14. By an Assignment of Mortgage dated April 27, 2023, Nationstar Mortgage LLC assigned the Mortgage to U.S. Bank Trust National Association, as Trustee of the LB-Tiki Series V Trust. Said assignment was recorded in the Office of the Register of Deeds for Richland County on June 9, 2023, in Book R 2842, Page 1093.
 15. By an Assignment of Mortgage dated May 23, 2023, US Bank Trust National Association as Trustee of the LB-Tiki Series V Trust assigned the Mortgage to US Bank Trust National Association as Trustee for LB-Ranch Series V Trust. Said assignment was recorded in the Office of the Register of Deeds for Richland County on June 9, 2023, in Book R 2842, Page 16.
 16. The Mortgage constitutes a valid first mortgage lien on the subject Property.
 17. 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.
 18. 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.
 19. 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.
 20. 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 \$5,497.00 are reasonable attorney's fees for the Plaintiff's attorneys for services performed through February 25, 2025, under the terms of the Note and Mortgage.

21. 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 February 25, 2025, including attorney's fees, secured by the Note and Mortgage, is as follows:

(a) Unpaid principal	\$26,094.10
(b) Interest through February 25, 2025 Current Rate 8.748% Per Diem \$6.25	\$6,056.19
(c) Late Fees	\$41.22
(d) Property Tax Advances	\$2,319.95
(e) Hazard Insurance Advances	\$719.22
(f) Attorney's Fees through February 25, 2025	\$5,497.00
(g) Attorney's Costs through February 25, 2025	\$1,384.76
TOTAL DEBT OWED	\$42,112.44

Total Debt secured by Note and Mortgage, plus any additional interest, costs, and fees is \$42,112.44. 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 8.748%, pursuant to the terms of the Note and Mortgage, as modified, 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.

22. 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), SCRCP.

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 \$42,112.44, representing the Total Debt due to the Plaintiff as set out in Paragraph 21 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 Defendant 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.

26. That on default of payment prior to the date and time of the sale, the subject property, shall be

sold at public auction, at 2500 Decker Boulevard, Courtroom #1, Columbia, South Carolina 29206, 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 8.748%.
 - 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.
27. 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 sale, but compliance with the bid may be made immediately.
28. 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.
29. 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.
30. 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.

31. 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 attorneys' fees);
and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c),
SCRCP.

32. 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.

33. 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.

34. 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.

35. That the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the Defendant Rodney S. Mills, 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.

36. 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.

37. 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.
38. That the following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Columbia County of Richland, State of South Carolina, the same being shown as Lot Four (4), on a re-subdivision of lots 1,2,3, and 4 of Edgewood Development Company dated July 17, 1940, and recorded in the RMC Office for Richland County in Plat Book "L" at Page 138.

This being the same property conveyed to Rodney S. Mills by William C. Hasty by deed dated 08/07/1992 and recorded on 08/17/1992 in Book D1101, Page 238, Richland County Records, State of South Carolina.

**Property Address: 2020 Holt Drive, Columbia, SC 29205
TMS#: 11212-15-04**

AND IT IS SO ORDERED.

[SIGNATURE PAGE TO FOLLOW]

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

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Columbia County of Richland, State of South Carolina, the same being shown as Lot Four (4), on a re-subdivision of lots 1,2,3, and 4 of Edgewood Development Company dated July 17, 1940, and recorded in the RMC Office for Richland County in Plat Book "L" at Page 138.

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Property Address: 2020 Holt Drive, Columbia, SC 29205

TMS#: 11212-15-04

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 _____, 2025 and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of _____, 2025 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

Rodney S. Mills
P.O. Box 8441
Columbia, SC 29202

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.

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



Richland Common Pleas

Case Caption: Us Bank Trust National Association , plaintiff, et al vs Rodney S Mills

Case Number: 2023CP4005784

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

It is so Ordered

s/Joseph M. Strickland, 3055