

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF OCONEE)

SUNTRUST BANK,)
PLAINTIFF,)

VS)

2015-CP-37-00168

JEFFERY A. GRAY, SARAH L. GRAY;)
BANK OF ANDERSON, NA; BRANCH)
BANKING AND TRUST COMPANY;)
THE SUMMIT OWNERS ASSOCIA-)
TION, INC.; WEST UNION DEVELOP-)
MENT, LLC, ET AL,)

DEFENDANTS.)

FILED OCONEE, SC
DEVON W. WATFIELD
CLERK OF COURT
2015 DEC 22 A 10:55

ORDER DENYING MOTION TO RECONSIDER

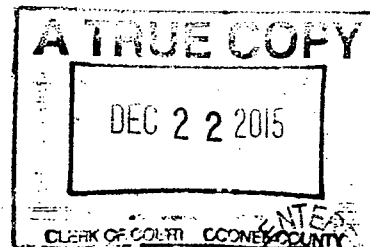
After due consideration, the Defendant Jeffery A. Gray's Motion to Reconsider is hereby denied.

IT IS SO ORDERED.

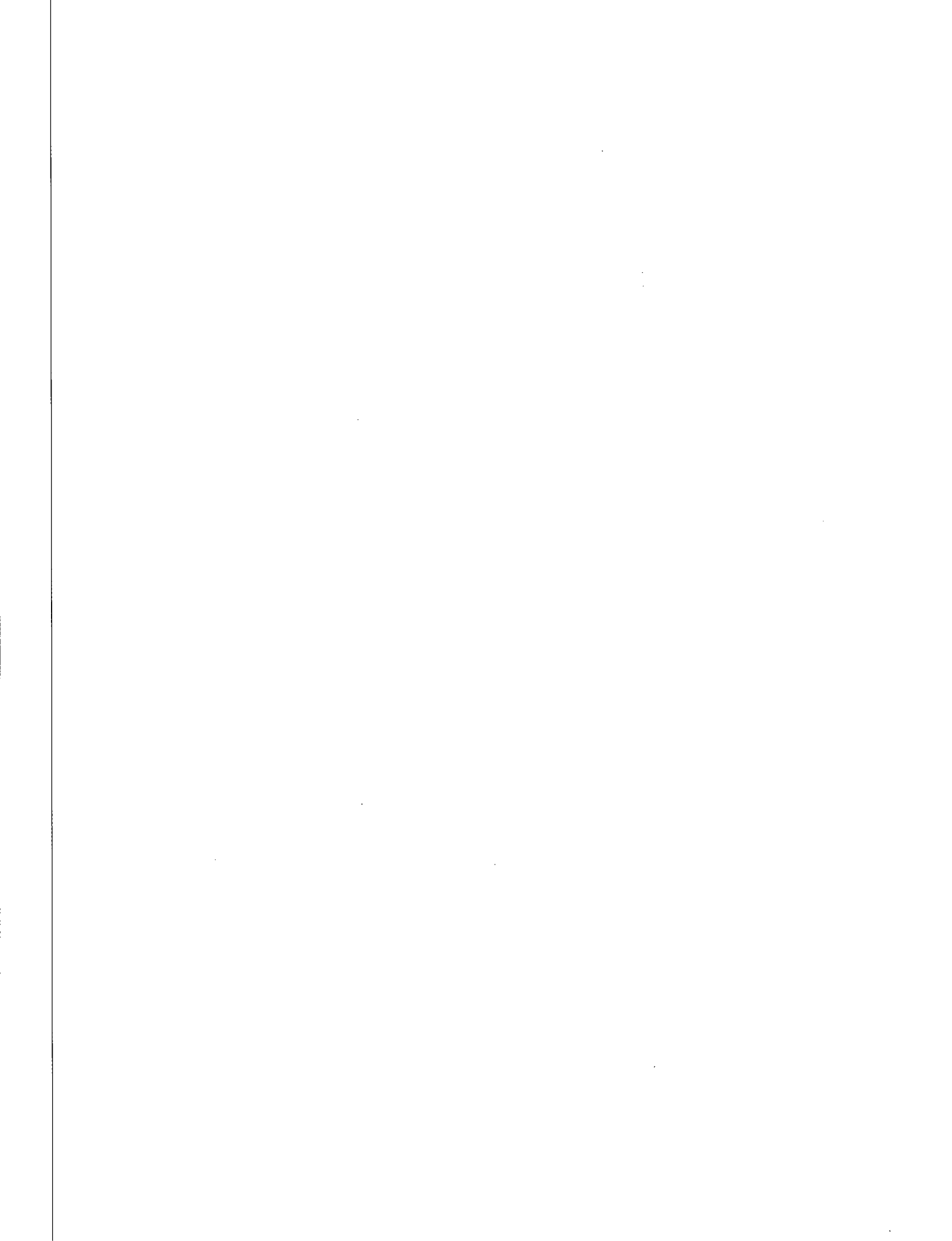


ELLIS B. DREW, JR., MASTER IN THE EQUITY

Anderson, South Carolina
December 18, 2015



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COPY

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE COMMON PLEAS COURT

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-37-00168

SunTrust Bank

Jeffery A. Gray, Sarah L. Gray, Bank of Anderson, N.A.,
Branch Banking and Trust Company, The Summit Owners
Association, Inc., West Union Development, LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

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OCONEE COUNTY
2015 DEC - 2 P 1:59

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 JUDGMENT 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)
SunTrust Bank	Jeffery A. Gray (a/k/a Jeffrey A. Gray) and Sarah L. Gray	To be determined upon completion of foreclosure sale

If applicable, describe the property, including tax map information and address, referenced in the order: All that certain piece, parcel or lot of land situate, lying in Oconee County, South Carolina, being shown and designated as Lot Number Fifteen (15), of The Summit Phase I, as shown and more fully described on a plat prepared by R. Jay Cooper, PE&LS#4682 of Clemson Engineering Service dated June 23, 1997 of record in the Office of the Clerk of Court for Oconee County, South Carolina in Plat Book A508 at Page 5. The metes, bounds, courses and distances as shown upon said plat are incorporated herein by reference thereto. Reference being invited to said plat for a fuller more accurate description of the above described property.

This being the same property last conveyed unto Jeffrey A. Gray and Sara L. Gray herein by deed of West Union Development, LLC dated December 21, 2011 and recorded December 29, 2011 in the Office of the Clerk of Court for Oconee County, South Carolina in Book 1874 at Page 277.



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.

[Signature]
Circuit Court Judge

3004
Judge Code

Dec 2 2015
Date

For Clerk of Court Office Use Only

This judgment was entered on the 2nd day of Dec, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 2nd day of Dec, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Charles Griffin - mailed
Jeffery A. Gray, Sarah L. Gray, Bank of Anderson
N.A. Branch Banking and Trust Company, The
Summit Owners Association, Inc., West Union
Development, LLC
ATTORNEY(S) FOR THE DEFENDANT(S)

Kristen Nichols
- mailed

Brock + Scott - mailed
ATTORNEY(S) FOR THE PLAINTIFF(S)

[Signature]
CLERK OF COURT

Court Reporter: [Signature]

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.

FILED
BEVERLY H. WHITFIELD
CLERK OF COURT
2015 DEC - 2 P 1:59

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DEC - 2 - 2015
CLERK OF COURT OCONEE COUNTY



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

FILED OCONEE, SC
BEVERLY H. WHITEFIELD
CLERK OF COURT

IN THE COURT OF COMMON PLEAS
CASE NO.: 2015-CP-37-00168

SunTrust Bank,

Plaintiff,

v.

Jeffery A. Gray, Sarah L. Gray, Bank of
Anderson, N.A., Branch Banking and Trust
Company, The Summit Owners Association,
Inc., West Union Development, LLC,

Defendant(s)

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

DEFICIENCY DEMANDED AS TO DEFENDANT(S)
JEFFERY A. GRAY (A/K/A JEFFREY A. GRAY) AND
SARAH L. GRAY

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 or Supreme Court.

Pursuant to the said reference, a hearing was held, 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 February 27, 2015.
2. The Summons and Complaint were filed on February 27, 2015.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. According to an Affidavit filed herein, no Defendant in default 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.
5. The Plaintiff's Motion for Summary Judgment was filed on October 15, 2015.
6. The Defendants Sarah L. Gray, Branch Banking and Trust Company, West Union Development, LLC; The Summit Owners Association, Inc.; Jeffery A. Gray, Bank of Anderson, N.A. have been notified of the time and date of this hearing.





7. For value received, Jeffery A. Gray (a/k/a Jeffrey A. Gray) and Sarah L. Gray made, executed and delivered a note, dated September 22, 2005, promising thereby to pay to the order of SunTrust Bank the sum of \$200,000.00 with a variable rate of interest per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.

8. To better secure the payment of the Note described above, the said Jeffery A. Gray (a/k/a Jeffrey A. Gray) and Sarah L. Gray made, executed and delivered a mortgage to SunTrust Bank, in writing, dated September 22, 2005, covering real property in Oconee County, which is the same as that described in the Complaint. The Mortgage was recorded on October 6, 2005, and is of record in the Oconee County Registry in Book 2137 at page 151.

9. This mortgage constitutes a valid second lien on the subject property.

10. Subsequently, Jeffery A. Gray and Sarah L. Gray did make, execute and deliver to Suntrust Bank (servicer for the loan at the time of the modification), its successors and assigns, a certain Loan Modification Agreement, dated 06/07/2007, amending and supplementing the Note and Mortgage described above. By virtue of the Loan Modification Agreement, the unpaid principal balance was modified to \$344,000.00, together with interest at a variable rate on the unpaid balance.

11. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is not owned or guaranteed by Fannie Mae, nor is it owned or guaranteed by Freddie Mac, nor has the Servicer signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); therefore, Plaintiff alleges upon information and belief, that the loan is not eligible for modification under the HAMP.

12. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

13. The titleholder(s) of record of the Property as of the filing of the Lis Pendens in this action was/were Jeffrey A. Gray and Sarah L. Gray.

14. 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.



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 \$6,050.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time. 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:	12/02/15		\$ 342,326.69
Accrued interest from:	01/12/11	to: 09/03/15	\$ 52,429.08
Accruing at:	3.25% per annum		
Corporate Advances			\$ 90.00
Late charges:			\$ 790.00
Costs of collection prior to hearing:			\$ 1,831.92
Attorney's fees:			\$ 6,050.00

Total Debt secured by Note and Mortgage, including interest to date is \$403,517.69. 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 3.25% per annum, the Note's current rate, 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.

16. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Demanded the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRPC.



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

A. The Defendant, Bank of Anderson, N.A., has or may claim to have some interest in the Property by virtue of a judgment lien against Jeffrey A. Gray, in the original principal amount of \$181,089.94, which lien was filed in the Oconee County Records on 01/26/2011 in Case No.: 2009-CP-37-1113. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

B. The Defendant, Branch Banking and Trust Company, has or may claim to have some interest in the Property by virtue of a judgment lien against Sarah L. Gray, in the original principal amount of \$111,545.62, which lien was filed in the Oconee County Records on 01/13/2013 in Case No.: 2010-CP-37-1068. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

C. The Defendant, The Summit Owners Association, Inc., has or may claim to have some interest in the Property by virtue of the following:

- (i) Notice of Lien in the amount of \$1,545.00 filed April 5, 2012 in the Office of the Register of Deeds for Oconee County in Book Volume 8 at Page 479; and
- (ii) Any unrecorded homeowners' liens or assessments due or that may become due in the future.

Any interest that this Defendant presently has or may acquire in the future is or would be junior and subordinate to Plaintiff's Mortgage and is hereby removed from the title to the Property upon the completion of a properly held foreclosure sale.

D. The Defendant, Jeffery A. Gray and Sarah L. Gray, has or may claim to have some interest in the Property by virtue of a certain deed of West Union Development, LLC purporting to convey an interest in the subject property to aforementioned defendant. Said deed being recorded 11/24/2010 in the Oconee County Records in Book 1805 at Page 289. Any interest that this Defendant received in the subject property is "subject to" Plaintiff's Mortgage and this interest is hereby eliminated through a properly completed foreclosure sale.

E. The Defendant, West Union Development, LLC, has or may claim to have some interest in the Property by virtue of a certain deed of Jeffery A. Gray and Sarah L. Gray purporting to convey an interest in the subject property to aforementioned defendant. Said deed being recorded 12/29/2011 in the Oconee County Records in Book 1874 at Page 277. Any interest that this Defendant received in the subject property is "subject to" Plaintiff's Mortgage and this interest is hereby eliminated through a properly completed foreclosure sale.

F. The Defendant, Branch Banking and Trust Company, has or may claim to have



some interest in the Property by virtue of a judgment lien against Sarah L. Gray, in the original principal amount of \$114,148.99, which lien was filed in the Oconee County Records on 12/12/2012 in Case No., 2010-CP-37-1065. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

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

1. The Plaintiff's Motion for Summary Judgment should be granted and the Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$403,517.69, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
3. That 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 hereafter at the rate of 3.25% per annum, the current interest rate of the Note.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Plaintiff's Motion for Summary Judgment is granted.
2. That the Defendant(s) 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 as aforesaid, together with the costs and disbursements of this action.
3. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the Clerk of Court at public auction, at the Oconee County Courthouse, City of Walhalla, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - A. FOR CASH: The Clerk of Court 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 Plaintiff's debt.



- B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 3.25% per annum, which is the Note's current interest rate.
- 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 Clerk of Court 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 Demanded, the bidding will remain open for thirty (30) days after the date of sale (pursuant to S.C. Code Ann. § 15-39-760(1976) but compliance with the bid may be made immediately.
6. That the Clerk of Court 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 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 assignee, fail to comply with the terms thereof within thirty (30) after the date of sale, then the Clerk of Court may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, 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 Clerk of Court 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 Plaintiffs 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

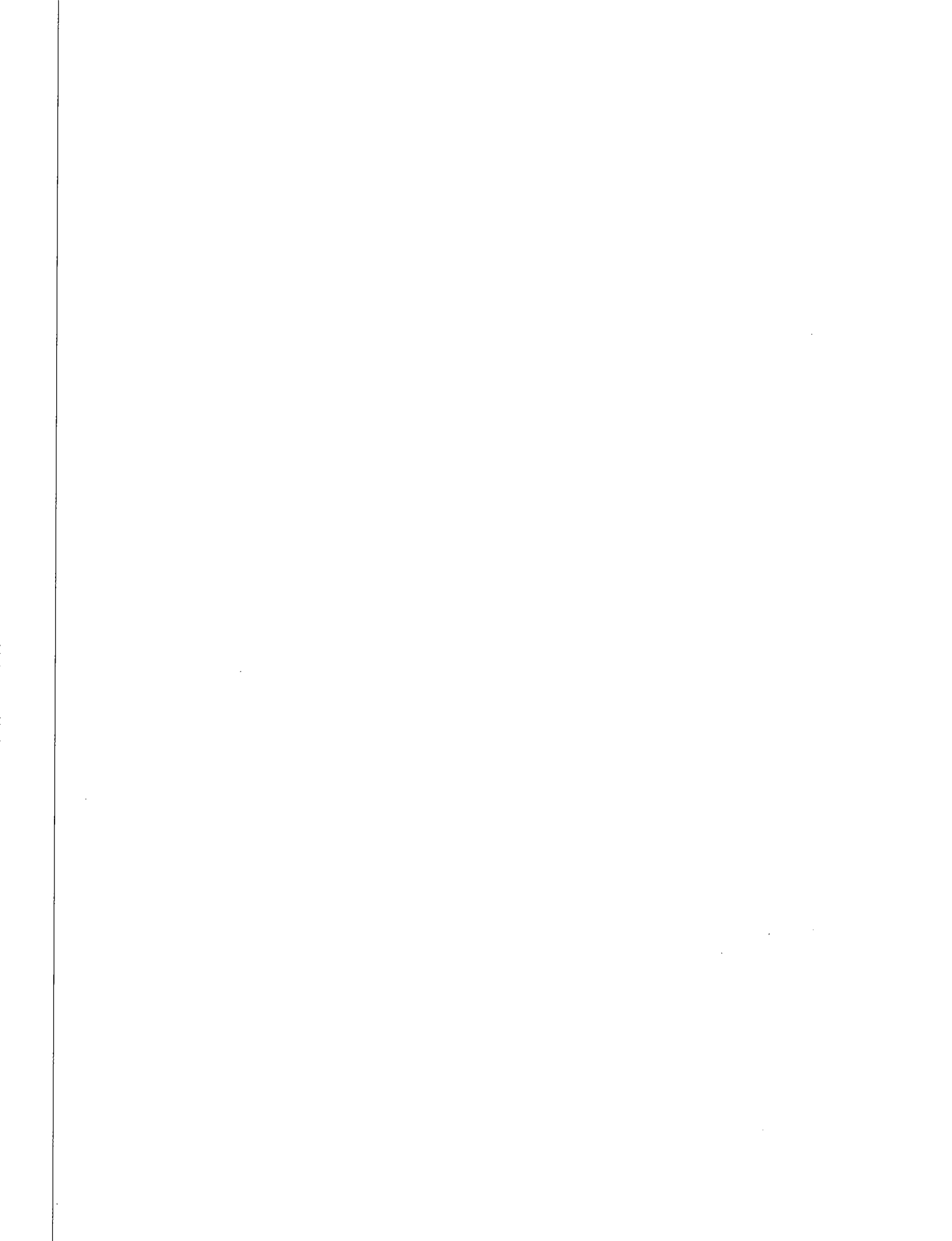


NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.

9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomssoever 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.
10. 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 Oconee 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.
11. 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, the Sheriff of Oconee 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.
12. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the Clerk of Court 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.
13. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING IN OCONEE COUNTY, SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT NUMBER FIFTEEN (15), OF THE SUMMIT PHASE I, AS SHOWN AND MORE FULLY DESCRIBED ON A PLAT PREPARED BY R. JAY COOPER, PE&LS#4682 OF CLEMSON ENGINEERING SERVICE DATED JUNE 23, 1997 OF RECORD IN THE OFFICE OF THE CLERK OF COURT FOR OCONEE COUNTY, SOUTH CAROLINA IN PLAT BOOK A508 AT PAGE 5. THE METES, BOUNDS, COURSES AND DISTANCES AS SHOWN UPON SAID PLAT ARE INCORPORATED HEREIN BY REFERENCE THERETO. REFERENCE BEING INVITED TO SAID PLAT FOR A FULLER MORE ACCURATE DESCRIPTION OF THE ABOVE DESCRIBED

File reference: 12-08758




PROPERTY.

THIS BEING THE SAME PROPERTY LAST CONVEYED UNTO JEFFREY A. GRAY AND SARA L. GRAY HEREIN BY DEED OF WEST UNION DEVELOPMENT, LLC DATED DECEMBER 21, 2011 AND RECORDED DECEMBER 29, 2011 IN THE OFFICE OF THE CLERK OF COURT FOR OCONEE COUNTY, SOUTH CAROLINA IN BOOK 1874 AT PAGE 277.

CURRENT ADDRESS OF PROPERTY: 202 South Summit Drive, Seneca, SC 29672

TMS: 209-08-01-013

AND IT IS SO ORDERED.


The Honorable Ellis B. Drew, Jr.
Master in Equity for Oconee County

Date: Dec 2, 2015
Anderson, South Carolina



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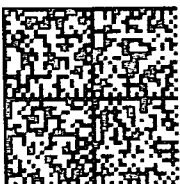
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File reference: 12-08758

The Law Offices of
The Griffin Firm, LLC
210 North McDuffie Street • Ste 103
Anderson, SC 29621

Daniel E. Shearouse
Clerk of Court
Supreme Court of South Carolina
P.O. Box 11330
Columbia, SC 29211



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