

Appellate Case No. 2017-001435

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Nationstar Mortgage LLC,

PLAINTIFF,

VS.

Robert Butler and SC Housing Corp.,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2016-CP-23-04789

MASTER IN EQUITY'S ORDER AND
JUDGMENT OF FORECLOSURE AND SALEDEFICIENCY DEMANDED AGAINST
ROBERT BUTLERNotice: The original of this document was filed in
the office of the Clerk of Court for Greenville
County:

(161070.00249)

TO: Scott and Corley, P.A.
Attorneys for Plaintiff
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
(803) 252-3340

Robert Butler
18 Melvin Drive
Greenville, SC 29605

H. Guyton Murrell, Esquire
300-C Outlet Pointe Boulevard
Columbia, SC 29210
Attorney for SC Housing Corp.

RECEIVED

JUL 10 2017

SC Court of Appeals

Pursuant to Circuit Court Rule 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said Order of Reference a hearing was held by this Court. At the hearing, evidence was presented and from the documents and records received into evidence by this Court, I find, conclude and order as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the adjudication of this matter.
2. The Court has determined that Plaintiff has complied with the Administrative

Appellate Case No. 2017-001435

ELECTRONICALLY FILED - 2017 May 22 1:39 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2304789

Order of the Supreme Court dated May 2, 2011 (2011-05-02-01) and the Administrative Order of the Supreme Court dated May 22, 2009 (2009-05-22-01).

3. The Lis Pendens, Summons, and Complaint (and any amendments thereto or joinders thereto) as well as service affidavits for all defendants have been filed with the Clerk of Court for this county.

4. The Defendants and/or all attorneys of record making either an appearance or filing a responsive pleading were notified of the time, date, and place of the hearing of this matter.

5. According to the affidavit(s) and certifications filed herein, any Defendant who is in default has been reviewed for his/her eligibility under The Servicemembers' Civil Relief Act of 2003 ("SCRA") and any amendments thereto and this review does not indicate any Defendant is eligible for protections.

6. No Defendant raised any credible issues related to Plaintiff's standing to prosecute this action, and Plaintiff is the real party in interest as contemplated by Rule 17(a), SCRCP. The Court finds that any issues related to Plaintiff's standing or ability to prosecute this action are waived. Unless specifically denied by an answering Defendant, all allegations in the Complaint of Plaintiff are deemed admitted in full.

7. For value received, Robert Butler made, executed and delivered a Note dated September 13, 2007, promising thereby to pay to the order of Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.) the sum of \$72,000.00 with interest at the rate of 8.00% per annum. 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 Robert Butler, made, executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Homecomings Financial, LLC (F/K/A Homecomings Financial Network, Inc.) a Mortgage in writing, dated September 13, 2007, covering real property in Greenville County, which is the same as that described in the Complaint or Amended Complaint. The Mortgage was filed on September 19, 2007, and is of record in the Office of the Clerk of Court/Register of Deeds for Greenville County in Book 4852, at Page 408. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s).

9. Thereafter, said Mortgage was assigned to Nationstar Mortgage LLC by assignment instrument dated July 16, 2013 and recorded July 19, 2013 in Book 5223 at Page 1718.

10. The Note and Mortgage were subsequently modified by a Loan Modification

Appellate Case No. 2017-001435

ELECTRONICALLY FILED - 2017 May 22 1:39 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2304789

Agreement dated September 20, 2011 and by a Loan Modification Agreement dated April 30, 2015.

11. By that deed recorded on September 19, 2007 in Book 2290 at Page 736 in the records of the Register of Deeds Office for Greenville County, Jimmie A. Duncan conveyed to Robert Butler a certain lot shown and delineated as Lot No. 109 on plat of Belmont Heights, made by C.P. Jones dated October 6, 1954 recorded in Plat Book GG, at Page 54. The Court finds that the legal description of this deed contained an incorrect plat reference: incorrect plat reference, Plat Book GG at Page 54, instead of the correct plat reference, Plat Book GG at Page 99; further, the legal description omitted the reference to the Subdivision Section; and further, the legal description incorrectly referenced the surveyor as C.P. Jones, instead of the correct name, C.C. Jones.

12. The Court finds that the erroneous Plat reference is a scrivener's error.

13. Plaintiff is entitled to a declaratory judgment confirming that Book GG at Page 99 is the correct Plat reference, to include the subdivision section, and to correct the surveyor to C.C. Jones, and also an order reforming the aforementioned deed to conform with the correct Plat Book and Page reference as shown and notated on the Plat.

14. Due to a mutual mistake, inadvertence and / or scrivener's error, the property description set forth in the legal description attached to the Mortgage recorded on September 19, 2007 in Book 4852 at Page 409, referenced the incorrect plat reference, Plat Book GG at Page 54, instead of the correct plat reference, Plat Book GG at Page 99; further, the legal description omitted the reference to the Subdivision Section; and further, the legal description incorrectly referenced the surveyor as C.P. Jones, instead of the correct name, C.C. Jones.

15. The correct legal description should be as follows:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 109 on plat of Belmont Heights Section Two, made by C.C. Jones dated October 6, 1954 recorded in Plat Book GG, at Page 99, in the RMC Office for Greenville County, reference to which plat is hereby made for the metes and bounds thereof.

This being the same property conveyed to Robert Butler by deed of Jimmie A. Duncan, dated September 13, 2007 and recorded September 19, 2007 in Book 2290 at Page 736 in the Office of the Register of Deeds for Greenville County.

TMS No. 0388000701900

Property address: 18 Melvin Drive, Greenville, SC 29605

16. The Plaintiff is entitled to reformation of the above referenced Mortgage to reference the correct Plat, Plat Book GG at Page 99, to include the subdivision section, Section Two, and to reference the correct surveyor, C.C. Jones to conform with the intentions of the parties and the public records.

17. Pursuant to the South Carolina Lis Pendens Statute (S.C. Code Section 15-11-10, et. seq.) Counsel for Plaintiff has accomplished a Report on Title whereby Counsel for Plaintiff has, upon information and belief, named all parties who claim or may claim an interest in the subject property. This Court further finds that this Report on Title is a recoverable charge, expense, or cost as provided for in the Mortgage and/or Note contracts and the amount is found to be reasonable.

18. This Court therefore finds that this Mortgage constitutes a purchase money first lien on the mortgaged premises.

19. The Court finds that Plaintiff and its counsel have fully complied with all of their obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as all applicable Federal or State statutes or regulations, including, but not limited to, the furnishing of any notices, where applicable (e.g. post referral loss mitigation solicitation letter and/or acceleration warning letter, if or where applicable); the review of this Mortgage loan for compliance with the Home Affordability Modification Program (HMP), if applicable; and moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised any compliance defenses or objections as to the servicing of any applicable banking or consumer laws by Plaintiff and/or its counsel.

20. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being on active duty or recently discharged. The Notice of Hearing issued by Counsel for Plaintiff specifically requests any defendant eligible under the SCRA contact Plaintiff's counsel. The Court finds that Counsel for the Plaintiff shall be entitled to recover its charges from the Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action.

21. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being under the protection of the United States Bankruptcy Court. Any demand for a deficiency is not applicable if a party has received a discharge in bankruptcy during the life of the mortgage, or is currently under the active protection of the bankruptcy courts. Moreover, any party to this action who is a discharged borrower to the debt of the Plaintiff shall not be subject to and is specifically excluded from both

Appellate Case No. 2017-001435

ELECTRONICALLY FILED - 2017 May 22 1:39 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2304789

the calculation and collection of any amounts due and owing to the Plaintiff, as required by Rule 71(a) of the South Carolina Rules of Civil Procedure. The Court finds that Counsel for Plaintiff shall be entitled to recover its charges from Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action and the Court finds such charges to be reasonable.

22. Payment due on the Note has not been made as provided for in the Note and Plaintiff has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

23. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in judicially prosecuting a real property mortgage credit matter, the attendant professional duties and responsibilities, and the size of the mortgage debt and consistent with similar case proceedings before this Honorable Court, I find that a reasonable attorney's fee in this matter would be \$4,350.00. This award is consistent with the laws of this state in the awarding of attorney fees. I have considered the six (6) factors (none of these factors is controlling in the singular) as follows: (1) the nature, extent and difficulty of the legal service rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. Taylor v. Medenica, 331 S.C. 575, 503 S.E.2d 458 (1998); Baron Data Systems v. Loter, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989), Jackson v. Speed, 326 S.C. 289, 486 S.E.2d 750 (1997). Pursuant to the language in the Note and Mortgage, this Court has specifically reviewed and satisfied itself with all six (6) factors, as well as the disclosed client billing by Plaintiff's counsel considered in awarding reasonable attorneys' fees and costs/expenses/charges in this matter as set forth herein in this paragraph as well as Paragraph 25. Plaintiff has advanced \$3,212.50 to its counsel as partial payment of the attorney fees and this amount appears in Plaintiff's advances below. As itemized below, I find all of the itemized fees and costs/expenses/charges to be reasonable.

24. Although I have heretofore given consideration to all six (6) factors in the awarding of attorney fees and costs herein, jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such current or additional professional compensation.

25. The amount due and owing on the Note, with interest at the rate provided in the

Appellate Case No. 2017-001435

ELECTRONICALLY FILED - 2017 May 22 1:39 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2304789

Note, including attorney's fee and allowable costs and charges allowable under and secured by the Note and Mortgage, is as follows:

(a) Principal due	\$85,070.00
(b) Interest Due from 02/01/2016 to 03/23/2017	\$1,945.69
(c) Interest from 03/24/2017 to 05/18/2017 (date of hearing)	\$260.96
(d) Escrow Adjustments (Itemized in Plaintiff's Disbursement Record)	\$3,000.00
(e) Property Inspections	\$90.00
(f) Paid Attorney's Costs	\$832.97
(g) Paid Attorney's Fees	\$3,212.50
(h) Outstanding Costs, charges, or expenses of collection prior to hearing	\$189.24
(i) Attorney's fees (awarded herin, but unpaid)	\$1,137.50
TOTAL DEBT secured by Note and Mortgage including interest to date shown	\$95,738.86

Interest shall continue to accrue on the unpaid principal balance shown in (a) above, at the 2.00% from the date of hearing until entry of judgment, and such interest shall be added to the above stated "Total Debt": to comprise the amount of the judgment debt entered herein. Interest after the date of entry of judgment at the rate of 2.00% per annum (pursuant to the terms of the Note and Mortgage) shall accrue on the judgment debt and shall be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date of compliance with the terms of judicial sale. (Items (d) through (i) are subject to supplemental revision by Plaintiff's counsel and/or modification by the Court.)

26. Based upon a search of the public records of the aforesaid county pursuant to the South Carolina Lis Pendens statute, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

27. Plaintiff is seeking the usual foreclosure of mortgage and has in the Complaint

Appellate Case No.
2017-001435

ELECTRONICALLY FILED - 2017 May 22 1:39 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2304789

expressly demanded the right to a personal or deficiency judgment against Robert Butler.

28. The Defendants below-named claim or may claim a subordinate lien or junior interest upon or interest in the subject property, including but not limited to the subordinate lien or junior interests specifically described below, and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with the Circuit Court Rules 53 and/or 71. The subject Defendant(s) is/are further made a party due to the similarity in name(s) to the primary defendants against whom they claim or may claim a lien and in order to clear title to this property as follows:

(a) The Defendant, SC Housing Corp., by virtue of that certain mortgage from Robert Butler to SC Housing Corp., dated December 11, 2012, in the original amount of \$36,000.00, and recorded on January 02, 2013, in the Office of the Greenville Clerk of Court/Register of Deeds in Book 5194, at Page 344.

29. None of the named Defendant(s) has/have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Plaintiff is entitled to a declaratory judgment confirming that Book GG at Page 99 is the correct Plat reference, to include the subdivision section, and to correct the surveyor to C.C. Jones, and also an order reforming the aforementioned deed to conform with the correct Plat Book and Page reference as shown and notated on the Plat.

2. The Plaintiff is entitled to reformation of the above referenced Mortgage to reference the correct Plat, Plat Book GG at Page 99, to include the subdivision section, Section Two, and to reference the correct surveyor, C.C. Jones to conform with the intentions of the parties and the public records.

3. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South

Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

4. Plaintiff should have judgment of foreclosure of the Mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

5. All of the named Defendant(s) has/have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

6. Plaintiff should have a personal or deficiency judgment against Robert Butler.

Now, on motion or notice of Plaintiff's attorney,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Plaintiff's request for a declaratory judgment confirming that Book GG at Page 99 is the correct Plat reference, to include the subdivision section, and to correct the surveyor to C.C. Jones, and also an order reforming the aforementioned deed to conform with the correct Plat Book and Page reference as shown and notated on the Plat is hereby granted.

2. The Mortgage is hereby reformed to reference the correct Plat, Plat Book GG at Page 99, to include the subdivision section, Section Two, and to reference the correct surveyor, C.C. Jones to conform with the intentions of the parties and the public records.

3. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

4. That there is due to Plaintiff on the obligation and mortgage as set forth in the Complaint or Amended Complaint the sum of \$95,738.86, representing the total debt due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

5. The amount due in the preceding paragraph (the "total debt" as set forth in Paragraph hereinabove, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff (may be supplemented as permitted by the Court) and shall bear interest hereafter at the rate of 2.00 percent per annum.

6. That on default of payment at or before the time herein indicated, the mortgaged

premises described in the Complaint or Amended Complaint, as hereinafter set forth, be sold by this Court at public auction, after giving Notice of the time and place of such sale by advertisement according to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this Court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:

(a) FOR CASH: The Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days same to be forfeited and applied to the costs and Plaintiff's debt.

(b) Interest on the balance of the bid shall be paid to the day of compliance at the rate of 2.00 percent.

(c) The sale shall be subject to taxes and assessments, existing easements and restrictions of record and prior liens of record.

(d) This Mortgage constitutes a purchase money first lien covering the real estate and improvements therein described.

(e) Purchaser to pay for deed stamps/transfer taxes and cost of recording the deed with Plaintiff to pay the Statutory allowed fee to the preparer of said deed (be it this Court or Counsel for Plaintiff).

7. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Court only the amount of the outstanding costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

8. Personal or deficiency judgment being demanded, the bidding will remain open for a period of thirty (30) days after the sale date. Plaintiff may waive its right to a deficiency judgment prior to sale, in which case the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

9. This Court will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. This Court will execute to the purchaser, or purchasers, a deed to the premises sold. Plaintiff,

or any other party to this action may become a purchaser at such sale, and that if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within 20 days after the date of sale, then this Court 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. In the event Plaintiff is the successful bidder, at its option, or the option of its assignee, the deed may be taken subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this order and hereinafter more fully described. All bidders are hereby and herein noticed that in the event the successful bidder is a third party, neither Plaintiff nor Plaintiff's counsel make any warranties or representations of any kind as to the subject property, including but not limited to its title or habitability on behalf of the third party bidder or any subsequent purchasers.

10. The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this individually captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date.

11. In the event of a third party bidder wherein the successful third party bidder fails to deliver the required deposit in certified (immediately collectible) funds to this Court by close of bidding on the day of the sale, this Court will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff.

12. That this Court shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem or SCRA Attorney Fee or fees of any attorneys appointed by motion of Plaintiff's Counsel and under Order of the Court;

NEXT: To the payment to 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 the same; and Plaintiff's attorney shall receive and disburse such funds only in total and absolute compliance with the debt, interest, escrow, and related calculations of this Court including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71, South Carolina Rules of Civil Procedure;

NEXT: Any surplus will be held pending further order of the Court as provided for in the South Carolina Rules of Civil Procedure and particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

13. It is further ORDERED, that if the successful bidder is other than the person(s) or entity in possession herein, the Sheriff of this County is ordered and directed to evict and remove from the premises the occupants 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.

14. And it is further ORDERED, ADJUDGED AND DECREED that none of the named Defendant(s) has/have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

15. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee, and the applicable recorder of deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

16. This Court will retain exclusive jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, all matters post-sale which may affect the transfer of the title to the subject real property and all improvements thereon, as well, the issuance of a Writ of Assistance.

17. Upon issuance of this Court's Report on Sale and Disbursements, the Clerk of Court/Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

Mortgage from Robert Butler to Mortgage Electronic Registration Systems, Inc. as nominee for Homecomings Financial, LLC (F/K/A Homecomings Financial Network, Inc.), dated September 13, 2007, covering real property in Greenville County, filed on September 19, 2007, and is of record in the Office of the Clerk of Court/Register of

Appellate Case No.
2017-001435

ELECTRONICALLY FILED - 2017 May 22 1:39 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2304789

Deeds for Greenville County in 4852, at Page 408.

18. This sale is specifically subject to all title matters of record, including but not limited to any other senior lien or encumbrance, and any interested party should consider performing an independent title examination of the subject property as no warranty is given at all by the Court, Plaintiff or its Counsel.

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

All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 109 on plat of Belmont Heights Section Two, made by C.C. Jones dated October 6, 1954 recorded in Plat Book GG, at Page 99, in the RMC Office for Greenville County, reference to which plat is hereby made for the metes and bounds thereof.

This being the same property conveyed to Robert Butler by deed of Jimmie A. Duncan, dated September 13, 2007 and recorded September 19, 2007 in Book 2290 at Page 736 in the Office of the Register of Deeds for Greenville County.

TMS No. 0388000701900

Property address: 18 Melvin Drive, Greenville, SC 29605

20. IT IS FURTHER ORDERED that if Plaintiff or Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day as ordered by this court.

21. IT IS FURTHER ORDERED that no Defendant raised any credible issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

22. All of the named Defendant(s) has/have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

23. IT IS ORDERED that Plaintiff is entitled to a personal or deficiency judgment against Robert Butler.

JUDGE'S SIGNATURE PAGE TO FOLLOW

Appellate Case No. 2017-001435

FORM 4**JUDGMENT IN A CIVIL CASE**

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS**

CASE NO. 2016-CP-23-04789

Nationstar Mortgage LLC
PLAINTIFF(S)

Robert Butler and SC Housing Corp.
DEFENDANT(S)

Submitted by: Scott and Corley, P.A.

Attorney for : ☒ Plaintiff ☐ Defendant
or ☐ Self-Represented Litigant

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 ☐ See Page 2 for additional information.
- ☐ **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
- ☐ **STAYED FOR BANKRUPTCY**
- ☐ **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 :

The property which is the subject of this action shall be sold at public sale pursuant to the Master in Equity's Report and Judgment of Foreclosure and Sale.

INFORMATION FOR THE PUBLIC 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)
N/A		

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

TMS No. 0388000701900

Property address: 18 Melvin Drive, Greenville, SC 29605

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.

Charles B. Simmons, Jr., Master in Equity

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Scott and Corley, P.A.
P.O. Box 2065
Columbia, SC 29204

Robert Butler
18 Melvin Drive
Greenville, SC 29605

H. Guyton Murrell, Esquire
300-C Outlet Pointe Boulevard
Columbia, SC 29210
Attorney for SC Housing Corp.

Attorney for Plaintiff

Attorney for Defendant(s)

Clerk of Court

Court Reporter:

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 hear and a decision rendered.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ELECTRONICALLY FILED - 2017 May 22 1:39 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2304789

Appellate Case No. 2017-001435

INTENTIONALLY LEFT BLANK

ELECTRONICALLY FILED - 2017 May 22 1:39 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2304789

Appellate Case No. 2017-001435

RECEIVED

JUL 10 2017

SC Court of Appeals



Greenville Common Pleas

Case Caption: Nationstar Mortgage LLC vs. Robert Butler , defendant, et al

Case Number: 2016CP2304789

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

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2017-05-22 10:17:57 page 16 of 16

ELECTRONICALLY FILED - 2017 May 22 1:39 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2304789