

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

1st CLASS CONSTRUCTION, INC.,

Plaintiff,

vs.

JAMES BENJAMIN JUMPER,
Trustee of the James Benjamin
Jumper Revocable Trust dated
May 8, 2018, and **LAURA ANN**
MOORE JUMPER, Trustee of the
Laura Ann Moore Jumper
Revocable Trust dated May 8,
2018,

Defendants.

C/A No. 2024-CP-23-03841

**ORDER OF JUDGMENT
AND FORECLOSURE**

This matter came before the Court pursuant to a Motion for Entry of Default Judgment filed by the Plaintiff in the captioned Mechanic's Lien foreclosure matter.

It appears to the Court that certified copies of the Original Summons and Complaint were served upon Defendant James Benjamin Jumper, Trustee of the James Benjamin Jumper Revocable Trust, by Certified Mail, return receipt requested, and delivery of same to Laura Jumper, spouse and resident relative of the Defendant, at his residence at 103 Fernande Drive, Mauldin, South Carolina on July 8, 2024. Service was effective as to the Defendant on July 8, 2024.

Certified copies of the Original Summons and Complaint were personally served upon Defendant Laura Ann Moore Jumper, Trustee of the Laurant Ann Moore Jumper Revocable Trust, via hand-delivery to her by process server at her residence at 103

Fernande Drive, Mauldin, South Carolina on July 12, 2024. Service was effective as to the Defendant on July 12, 2024.

On August 28, 2024, Plaintiff filed an Affidavit of Default attesting that more than thirty (30) days had elapsed since the dates of such service and the attorney for the Plaintiff received no Answer, Notice, Demurrer or any other type of pleadings by or on behalf of the Defendants, or either of them, and that the said Defendants were therefore in default.

The Plaintiff thereafter moved the court for entry of a Default Judgment as to both Defendants, both jointly and severally, in the principal amount of \$14,467.56, together with prejudgment interest at the rate of 1.5% per month per contract from January 5, 2024 to November 5, 2024 in the amount of \$2,387.15, plus an award of a reasonable amount in attorney's fees and the costs of this action of \$6,121.06 as is set forth in the Affidavit of Attorney's Fees as the prevailing party in a Mechanic's Lien action pursuant to S.C. Code Ann. § 29-5-10, et. seq., for a total Judgment in the amount of **\$22,975.77**.

Further the Plaintiff moved that this matter be referred to the Master-in-Equity, and that the Master-in-Equity be authorized to foreclose the Plaintiff's Mechanic's Lien, the equity of redemption be forever barred, and the real property bound by the Mechanic's Lien be sold on a suitable sales day as may be designated by the Court, subject to those liens that are higher in priority than Plaintiff's lien, and after payment of the costs and disbursements of this action, the proceeds be first applied to the payment of any past due or accruing taxes or other public liens or assessments, and second to the satisfaction of Plaintiff's lien, together with any interest and attorney's fees as may be due, and any balance thereafter remaining be distributed according to law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That judgment be entered in favor of the Plaintiff, **1st Class Construction, Inc.**, and against the Defendants, **JAMES BENJAMIN JUMPER, Trustee of the James Benjamin Jumper Revocable Trust dated May 8, 2018, and LAURA ANN MOORE JUMPER, Trustee of the Laura Ann Moore Jumper Revocable Trust dated May 8, 2018**, both jointly and severally, in the total sum of **Twenty-Two Thousand Nine Hundred Seventy-Five and 77/100 Dollars (\$22,975.77).**

2. The amount due in the preceding paragraph shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate established annually by the SC Supreme Court.

3. That the Defendants liable for the aforesaid debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the premises described as 103 Fernande Drive, Mauldin, SC 29662 be sold by the Master in Equity at public auction at the Greenville County Courthouse, Master's Courtroom, Greenville, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in the such event, the sales day shall be on the sale date next succeeding such holiday), on 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), same to be applied on the purchase price only

upon compliance with the bid, but in case of non-compliance within Thirty (30) 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 as established by the Master in Equity.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

D. Purchaser to pay for Deed Stamps and costs of recording the Deed.

5. If Plaintiff be 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, Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. That the Master in Equity will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The 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 thirty (30) days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

7. That the master in Equity will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action.

NEXT: To the payment of the amount of the Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further order of the court.

8. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendants in possession herein, the Sheriff of Greenville County is 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 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.

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

10. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and cancelled of record.

11. 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 property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the RMC or Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

12. The Master in Equity will retain jurisdiction to do all necessary acts incident tot his foreclosure including, but not limited to, the issuance of a Writ of Assistance.

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

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, NEAR THE TOWN OF MAULDIN AND BEING DESIGNATED AS LOT 30 ON REVISED PLATS NO. 1 AND 2 OF VERDIN ESTATES SUBDIVISION SAID PLATS BEING PREPARED BY C.O. RIDDLE AND DATED JANUARY 11, 1978 AND RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK 6-H AT PAGE 48; AND BEING FURTHER SHOWN ON A MORE RECENT SURVEY ENTITLED SURVEY FOR JAMES B. JUMPER, PREPARED BY PEARCE LAND SURVEYS DATED AUGUST 31, 1999 TO BE RECORDED OF EVEN DATE HERewith IN PLAT BOOK 40 V AT PAGE 13. REFERENCE TO SAID PLAT IS HEREBY CRAVED FOR THE METES AND BOUNDS THEREOF.

THIS BEING THE SAME PROPERTY CONVEYED UNTO JAMES B. JUMPER, Trustee of the James Benjamin Jumper Revocable Trust dated May 8, 2018 AND LAURA ANN MOORE JUMPER, as Trustee of the Laura Ann Moore Jumper Revocable Trust dated May 8, 2018 BY DEED OF JAMES B. JUMPER and LAURA A. JUMPER DATED 5/8/2018 AND RECORDED ON 5/16/2018 IN DEED BOOK 2358 AT PAGE 2704 IN THE GREENVILLE COUNTY ROD OFFICE.

TMS# 0290010103000

Property Address: 103 Fernande Drive, Mauldin, SC 29662

14. IT IS FURTHER ORDERED that if the Plaintiff or the 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.

IT IS SO ORDERED.

(e-signature affixed hereto)

Greenville D. Morgan, Judge
13th Judicial Circuit

Dated: _____

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023 CP-23-03841

1st CLASS CONSTRUCTION, INC.

JAMES BENJAMIN JUMPER, Trustee of
the James Benjamin Jumper Revocable
Trust dated May 8, 2018, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Daniel L. Draisen, Esq.

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 DUE TO 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 :

Referred to the Master in Equity for foreclosure proceedings.

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)
1 st Class Construction, Inc.	JAMES BENJAMIN JUMPER, Trustee of the James Benjamin Jumper Revocable Trust dated May 8, 2018, and LAURA ANN MOORE JUMPER, Trustee of the	\$22,975.77

	Laura Ann Moore Jumper Revocable Trust dated May 8, 2018,	
If applicable, describe the property, including tax map information and address, referenced in the order: TMS# 0290010103000 Property Address: 103 Fernande Drive, Mauldin, SC 29662		

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.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

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:

Daniel L. Draisen, Esq.

2006 N. Main Street

Anderson, SC 29621

ATTORNEY(S) FOR THE PLAINTIFF(S)

Benjamin and Laura Jumper

103 Fernande Drive

Mauldin, SC 29662

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), SCRCP.

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.

See Order attached hereto.



Greenville Common Pleas

Case Caption: 1st Class Construction Inc vs. James Benjamin Jumper , defendant, et al

Case Number: 2024CP2303841

Type: Order/Judgment by Default and Form 4

So Ordered

G.D. Morgan Jr.