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STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF GREENVILLE	**C/A NO: 2024-CP-23-02358**
JCAD Real Estate, Inc. PLAINTIFF, vs. 3850 East North Street, LLC, DEFENDANT(S).	**MASTER-IN-EQUITY'S ORDER OF JUDGMENT OF FORECLOSURE AND SALE DECREE** (Non-Jury) (Deficiency Waived)

Gantt Law Firm, LLC
Attorney for the Plaintiff

Pursuant to Rule 53 SCRCP, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this case without further order of court. Any appeal from this Order shall be directly to the South Carolina Court of Appeals.

Pursuant to said Order of Reference a hearing was held December 11, 2024, attended by attorney for the Plaintiff. Exhibits were identified, offered and received into evidence. Based upon the proof made of the facts and circumstances alleged in the pleadings, I find, conclude and order as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on April 17, 2024.
2. The Summons and Complaint were filed on April 17, 2024.
3. Service was made upon the Defendant on April 25, 2024, as shown by the proof of service filed herein.
4. The Defendant is in default as shown by Affidavit filed herein.

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5. The Defendant was notified of the time, date, and place of the hearing in this matter.

6. For value received, 3850 East North Street, LLC, executed and delivered to JCAD Real Estate, Inc., a promissory note dated August 12, 2022, in the sum of $30,000.00, together with fees and interest at a rate of 24% per annum pursuant to the terms of the note.

7. To better secure the payment of the Note described above, the Defendant executed and delivered to Plaintiff a mortgage, in writing, dated August 12, 2022 covering real property in Greenville County, which is the same as described in the Complaint. The Mortgage was recorded on August 18, 2022, and is of record in the Office of the Register of Deeds for Greenville County in Book 5705 at Page 1510.

8. The mortgage constitutes a first lien mortgage.

9. The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage.

10. The titleholder of record of the subject property as of the filing of the Lis Pendens in this action is 3850 East North Street, LLC, who was the original mortgagor.

11. Any notice required by the terms of the Note and/or Mortgage or by state or federal statutes has been given to the applicable Defendant prior to the commencement of this action.

12. The Note matured on December 1, 2022, and subsequent months have not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of its attorney for collection by foreclosure.

13. The sum of $2,000.00 is a reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. The inclusion of services anticipated to be

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performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

14. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of the within action, including an attorney's fee, secured by the Note and Mortgage, is as follows:

a. Principal	$30,000.00
b. Interest and fees from 08/12/22 to 12/1/22 at 24% per annum	$4,200.00
c. Interest from 12/2/22 to 12/11/2024 at 24% per annum ($20 per day)	$14,820.00
d. Tax Disbursements	$18,744.70
e. Property Inspections/Preservation	$2,400.00
f. Court Costs and Third-Party Fees	$617.06
g. Attorney's Fees	$2,000.00
h. Total Debt	$72,781.76

Total debt secured by the note and mortgage, including interest to date: $72,781.76.

15. Interest after the date of judgement at the rate of 24% per annum, pursuant to the terms the note and mortgage, on the judgment debt should be added to such judgment to comprise the amount of the Defendant's debt secured by the mortgage through the date to which such interest is computed.

16. The Plaintiff is seeking foreclosure of the mortgage and has waived the right to a personal or deficiency judgment against the Defendant pursuant to Rule 71(b) SCRCP.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

17. The Plaintiff has offered exhibits, and the Court has accepted them.

18. The Plaintiff's Mortgage should be declared a first mortgage lien against the subject

property.

19. The Plaintiff should have judgment on its note, which shall be entered immediately, and it should have judgment of foreclosure of its mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.

20. The Defendant named herein, and all persons whosoever claiming under the Defendant, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises so sold, or any part thereof.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

21. Pursuant to Rule 53, SCRCP, this Order shall constitute a final judgment.

22. There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of $72,781.76, as set out in the Findings of Fact *supra.*

23. The amount due in the preceding paragraph (the "Total Debt") as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 24% per annum, pursuant to the terms of the note and mortgage.

24. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the Court without further finding.

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25. The Defendant is liable for the aforesaid judgment debt including interest at the rate of 24% per annum 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.

26. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, at public auction, at 11:00 a.m. at the County Courthouse in 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 such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

A. For Certified Funds: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid, in certified funds or equivalent, as evidence of good faith, the same to be applied to the purchase price if compliance is made, but in the event of non-compliance within thirty (30) days, the same to be forfeited without further hearing and applied first to the costs of the action and then to the Plaintiff's debt.

B. Interest on the balance of the bid shall be paid through the day of compliance at the rate of 24% per annum.

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

D. Purchaser shall pay for the deed, the costs of recording the deed, and deed stamps.

27. 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 day upon

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the terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

28. If Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity, only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

29. That a deficiency judgment being waived, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

30. That, in addition to all notices to the property owner which are required by the SCRCP or other law, in a case involving property owner's SCRCP 55 default, or any other case or circumstance where property owner(s) would not ordinarily receive a copy of the Order of Foreclosure and/or the Notice of Sale, the party seeking foreclosure (Foreclosing Party) shall, within 5 (five) days of the execution of this Order cause this Order and the Notice of Sale (if available) to be served by US Mail upon said property owner. An affidavit of such service shall be filed with the Clerk of Court expeditiously. In cases where the Notice of Sale is executed later in time than the Order, service shall be accomplished separately, and shall be sent no later than 5 (five) days from receipt by the Foreclosing Party.

31. That the Master in Equity, by advertisement according to law, shall 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. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the

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terms thereof within thirty (30) days after the date of sale, then the 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, and so from time to time thereafter until a full compliance shall be secured.

32. The Master in Equity will 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;

NEXT: To the payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same;

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

33. That it is further ORDERED, ADJUDGED AND DECREED, that, in the event the successful bidder is other than the Defendant(s) in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of Greenville County is 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 purchaser 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.

34. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under it, be forever barred and

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foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

35. 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 named Defendant 3850 East North Street, LLC, who was the titleholder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; 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 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, and hearing any issues involving appraisal proceedings under § 29-3-680, et seq., *South Carolina Code of Laws*, 1976.

37. That after the Order on Sale of Real Estate has been issued and filed, the Master in Equity shall direct the Register of Deeds to release of record the mortgage lien being foreclosed, which mortgage lien is described in the Findings of Fact hereinabove.

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

All that piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of Greenville, being shown and designated as Lot 1, on a plat entitled "Gibson Square", dated July 1979, prepared by Dalton & Neves Co., and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book 31-Q, Page 28. Reference is hereby made to said plat is hereby made for a more complete metes and bounds description thereof.

This being the same property conveyed to 3850 East North Street, LLC by deed of J. & R., a General Partnership, by G & V Investments, L.P., as its General Partner, recorded in the Office of the Register of Deeds for Greenville County, South

Carolina on April 15, 2009, in Deed Book 2355 at Page 4492.

TMS#: 0541.02-01-025.06

Property Address: 3850 East North Street, Greenville, SC 29615

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024 **CP-**23-02358

JCAD Real Estate, Inc. — PLAINTIFF(S)

3850 East North Street, LLC — DEFENDANT(S)

Submitted by: David W. Gantt	**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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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 :

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)**
JCAD Real Estate, Inc.	3850 East North Street, LLC	$N/A
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:
TMS#: 0541.02-01-025.06 3850 East North Street, Greenville, SC 29601

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.

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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:

David W. Gantt	pro se
106 Burdock Way	3 Cunningham Circle
Simpsonville, SC 29681	Taylors, SC 29687
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), 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.

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Greenville Common Pleas

Case Caption: Jcad Real Estate Inc vs. 3850 East North Street Llc

Case Number: 2024CP2302358

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

And It Is So Ordered!

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