

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	
	)	C.A. NO. 2024-CP-23-07280
Townes at Brookwood Homeowners Association, Inc.,	)	
	)	
Plaintiff,	)	
	)	JUDGMENT OF FORECLOSURE AND
vs.	)	SALE (Deficiency Waived)
	)	
Wesley Alan Atkinson,	)	
	)	
Defendant.	)	
	)	
	)	

A hearing was held on July 1, 2025 in the above-referenced matter. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude the following:

1. The Notice of Lien was filed on June 19, 2024.
2. The Lis Pendens was filed on December 18, 2024.
3. The Summons and Complaint were filed on December 18, 2024.
4. Service was made upon the Defendant on March 10, 2025, as shown by the proof of service filed herein.
5. The Defendant is in default.
6. The Defendant is not in the Military Service of the United States, as contemplated under the Servicemembers Civil Relief Act, 50 U.S.C. § 501 *et. seq.* as shown by the affidavit of Non-Military Service filed herein.
7. All Pro Se Defendants were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.
8. On or about November 8, 2018, the Defendant took title to the subject property located at 54 Bay Springs Drive, Simpsonville, SC 29681.
9. By taking possession of the Property, the Defendant agreed to the governing documents for Plaintiff, which are of record herein.

10. The titleholder(s) of record in and to the subject property as of the filing fee of the lis pendens in this action is: **Wesley Alan Atkinson.**
11. Payment of the Assessment has not been made as provided for by the Covenants, and the Plaintiff has elected to require immediate payment of the entire amount due thereon. Plaintiff has placed it in the hands of the attorney herein for collection by filing a Notice of Lien for unpaid assessments and initiating a foreclosure of that lien.
12. The sum of Three Thousand Eight Hundred and Four and 11/100 Dollars (\$3,804.11) in fees and Five Hundred Seventy-One and 09/100 Dollars (\$571.09) in costs is a reasonable fee to allow for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Covenants.
13. Plaintiff's attorney is entitled to the sum of Three Thousand Eight Hundred and Four and 11/100 Dollars (\$3,804.11) in fees and Five Hundred Seventy-One and 09/100 Dollars (\$571.09) in costs for prosecuting the foreclosure action. This service required Plaintiff's attorney to obtain and review a title abstract for the subject property, prepare and file the lis pendens, summons and complaint for foreclosure, arrange for service of the initial pleadings, review the file to determine whether the Defendant is in default, and prepare and file an Affidavit of Default when the Defendant failed to respond. The Plaintiff's attorney also had to prepare and file a proposed order of reference for this case. Once the court set a final hearing date, Plaintiff's attorney had to send notice to the Defendants prior to the final hearing. Prior to the hearing, Plaintiff's attorney was responsible for drafting an affidavit of debt, affidavit of costs, affidavit of attorney's fees, affidavit of non-military service, and a proposed order. Upon execution of this judgment, Plaintiff's attorney will be responsible for ensuring the foreclosure sale is properly advertised, bidding on his client's behalf at any foreclosure sale, and preparing post-sale documents if his client should be the highest bidder at the sale. If his client takes title to the property at the foreclosure sale, Plaintiff's attorney will also be responsible for prosecuting any eviction proceedings necessary to clear the property for Plaintiff's possession.
14. The sum of Three Thousand Eight Hundred and Four and 11/100 Dollars (\$3,804.11) in fees and Five Hundred Seventy-One and 09/100 Dollars (\$571.09) in costs is reasonable based on the time necessarily devoted to representation of the Plaintiff during the several-month course of these proceedings. The services of counsel performed for the Plaintiff, including the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case, also support the amount awarded. The fees are also reasonable given the professional standing of the Plaintiff's counsel. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a

prompt foreclosure. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and do not include exceptional circumstances delaying conclusion beyond the normal time.

15. After all payments received by the Plaintiff have been credited, the amount due and owing with interest at the rate provided in the Covenants, and other costs and expenses of the within action, including an attorney's fee, secured by the Covenants, is as follows:

(a) Principal due	\$3,936.00
(b) Interest at 18% per annum from 10/1/2023 to 06/27/25.....	\$638.64
(c) Late fees	\$285.00
(d) Costs of collection prior to hearing	\$571.09
(e) Attorney's Fees	\$3,804.11
(f) Payments.....	(\$0.00)

TOTAL debt secured by Covenants, including interest to date shown.....\$9,234.84.

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 the rate of 18.0000% per annum (pursuant to the terms of the Covenants) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Covenant through the date to which such interest is computed.

16. Plaintiff is seeking the usual foreclosure of the property and has expressly waived the right to a personal or deficiency judgment.

IT IS THEREFORE ORDERED THAT:

1. There is due the sum of **\$9,234.84** as set out in the Findings of Fact, supra, together with interest at the rate provided herein on the balance of principal from the date aforesaid to the date hereof.
2. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact supra) shall accrue interest at the rate of the respective Covenants rate per annum and together with such interest shall constitute the total judgment debt due the Plaintiff.
3. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. § 14-11-310 (1976). It may also

increase to include supplemental compensation for attorney's services not contemplated by the initial fee award. 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.

4. The Defendant is liable for the aforesaid judgment debt including interest at the rate of 18.0000% 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.
5. On default of payment at or before the time herein indicated, the premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity at public auction, at the Greenville County Courthouse, in the City of Greenville, County and State aforesaid 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 the next business day 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 to purchase price if compliance is made, but in the event compliance is not made, the deposit may be forfeited without further hearing and applied first to costs of the action and then to Plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to either make the required deposit at time of bid or comply with the other terms of the bid within 20 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent Sales Day, but at the risk of the defaulting bidder(s).
 - b. Interest on the balance of the bid shall be paid through the day of compliance at the rate of 18.0000%.
 - c. The sale shall be subject to taxes and assessments, existing easements and restrictions and 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 deed preparation, costs of recording the deed, and Transfer taxes on the deed.
6. The bidding will not remain open after the date of sale and compliance with the bid may be made immediately.
7. Plaintiff has waived its rights to a deficiency judgment in accordance with Rule 71, South Carolina Rules of Civil Procedure.

8. The Master in Equity will, by advertisement according to law, give notice of the time and place of such 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 if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within 20 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.
9. If Plaintiff be the successful bidder at the said 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.
10. 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.

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

NEXT: Any surplus should be held pending further Order of this court.
11. The Defendant named herein, and all persons whosoever claiming under Defendant, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said premises so sold, or any part thereof.
12. In accordance with Rule 77(d), SCRPC, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear herein.
13. 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 the filing of the notice of pendency of the within action, and the name of the grantee; and the Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
14. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.
15. 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 State of South Carolina, County of Greenville, being shown

and designated as Unit 5C, Building 5 as shown on that survey entitled "Townes of Brookwood, Phase 6, Buildings 4, 5, and 18, Sheet 2 of 2" dated September 7, 2012, prepared by Landmark Surveying Inc. and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1144 Page 28. Reference is hereby made to the most recent survey for a more complete and accurate metes and bounds description thereof.

THIS conveyance is made subject to all easements, conditions, covenants, restrictions and rights-of-way which are a matter of public record and/or actually existing upon the grounds affecting the above-described property.

This being the same property conveyed to Wesley Alan Atkinson by deed of Oriole Properties, LLC dated November 7, 2018 and recorded in the Register of Deeds for Greenville County on November 8, 2018 at Book DE 2551 at Page 5569.

TMS #: 0295.01-01-039.00

Property Address: 54 Bay Springs Drive; Simpsonville, SC 29681

(Judge's Electronic Signature Page to Follow)

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024-CP-23-07280

Townes at Brookwood Homeowners
Association, Inc.
PLAINTIFF(S)

Wesley Alan Atkinson
DEFENDANT(S)

Submitted by: William F. Childers, Jr. (SC Bar #100569)

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)

		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: Property Address: 54 Bay Springs Drive; Simpsonville, SC 29681 TMS No. 0295.01-01-039.00		

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:

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.



Greenville Common Pleas

Case Caption: Townes At Brookwood Homeowners Association Inc vs. Wesley Alan Atkinson
Case Number: 2024CP2307280
Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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