

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as Separate Trustee of GITSIT Mortgage Loan Trust BBPLC1,

Plaintiff,

vs.

The Personal Representative, if any, whose name is unknown, of the Estate of Christine S. Brown; Charles S. Brown aka Stan Brown, and Cynthia A. Brown aka Cindy Edgerton, and any other Heirs-at-Law or Devisees of Christine S. Brown, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; any unknown minors or persons under a disability being a class designated as Richard Roe; and EverBank, N.A. as successor in interest to Alliance Mortgage Company,

Defendants.

(File No. 4051.04424)

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS

C/A NO.: 2025-CP-23-01216

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

(Non-Jury)

(Deficiency Waived)

Kelley Y. Woody, Esquire
Attorney for Defendants "John Doe" and
Guardian ad Litem for Defendants "Richard
Roe"

Pursuant to Rule 53 SCRPC, 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 via Zoom on September 29, 2025, attended by attorneys 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 February 25, 2025. An Amended Lis Pendens was filed on May 16, 2025.
- 2) The Summons and Complaint were filed on February 25, 2025. An Amended Summons and Complaint was filed on May 16, 2025.
- 3) Service was made upon the Defendants as shown by the proof of service filed herein.
- 4) The Defendants The Estate of Christine S. Brown, Charles S. Brown aka Stan Brown, Cynthia A. Brown aka Cindy Edgerton, and EverBank, N.A. as successor in interest to Alliance Mortgage Company are in default as shown by Affidavit, Notice, or Order filed herein.
- 5) The Defendants and all attorneys of record were notified of the time, date, and place of the hearing in this matter.
- 6) According to the affidavit filed herein, a good faith investigation did not determine that the defaulting Defendants, Charles S. Brown aka Stan Brown, and Cynthia A. Brown aka Cindy Edgerton are in the military service and therefore entitled to protection under the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq., or any amendments thereto.
- 7) On or about August 26, 2010, Christine S. Brown and Clyde Hoyt Brown, Jr. made, executed and delivered unto Wells Fargo Bank, N.A. a certain Adjustable Rate Note (Home Equity Conversion)("Note") in the maximum amount of One Hundred Eighty Six Thousand and 00/100 (\$186,000.00) Dollars, with an interest of 5.490% per annum 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, Christine S. Brown and Clyde Hoyt Brown, Jr. made, executed, and delivered to Wells Fargo Bank, N.A. a certain real estate mortgage ("Mortgage") in writing, dated August 26, 2010, covering real property in Greenville County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for Greenville County on September 8, 2010, in Book 5091 at Page 1693. Thereafter, by assignment recorded on November 2, 2016 in Book 5364 at Page 5579, the mortgage was assigned to The Secretary of Housing and Urban Development. Thereafter, the mortgage was assigned to Headlands Foundation by assignment recorded on February 11, 2025 in Book 5808 at Page 3033. Thereafter, the mortgage was assigned to Headlands Asset Management Fund III, LP, Series P by assignment recorded on February 11, 2025 in Book 5808 at Page 3036. Thereafter, the mortgage was assigned to Headlands Residential Series Owner Trust, Series H, by U.S. Bank Trust National Association, Not in its individual capacity but solely as owner Trustee by assignment recorded on February 11, 2025 in

Book 5808 at Page 3039. Thereafter, the mortgage was assigned to the Plaintiff by assignment recorded on February 11, 2025 in Book 5808 at Page 3042.

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagors and constitutes a first mortgage lien on the mortgaged premises.

10) Thereafter, upon information and belief, Clyde Hoyt Brown, Jr. passed on January 9, 2013 leaving the Property to Christine S. Brown by right of survivorship deed; Thereafter, upon information and belief, Christine S. Brown passed on June 22, 2023 leaving the Property to her heirs, namely Stan Brown and Cindy Edgerton; that the Defendants Stan Brown and Cindy Edgerton are the owners and holders of record title to the Property as of the date of the filing of the Notice of Pendency to this action.

11) The Personal Representative, if any, of the Estate of Christine S. Brown, is a Defendant in this action in such fiduciary capacity as representative of any person or entity that may be a creditor or claimant against such Estate, and by virtue of the powers granted by decedent's Will or by statute.

12) Charles S. Brown aka Stan Brown, Cynthia A. Brown aka Cindy Edgerton, and any unknown heirs or devisees of the Estate of Christine S. Brown, including any persons who may be in the military service of the United States of America, being a class designated as John Doe, and any unknown minors or persons under a disability being a class designated as Richard Roe are Defendants in this action by virtue of any interest claimed under the law of intestate succession (S.C. Code §62-2-109) or under decedent's Will.

13) Kelley Y. Woody, Esquire, a member of the South Carolina Bar, has been appointed Guardian ad Litem for each Defendant who are unknown persons, persons in the military service of the United States of America, designated as "John Doe"; unknown minors and persons under disability, constituted as a class designated as "Richard Roe", and has filed an answer, appeared and actively participated herein. The sum of \$500.00 is a reasonable fee to allow such Guardian ad Litem for services rendered until final adjudication of this action, which fee shall constitute a cost of this action.

14) Plaintiff brought a cause of action pursuant to the South Carolina Uniform Declaratory Judgments Act, S.C. Code Section 15-53-10 et seq., to determine any right, title, claim, lien or interest of the Defendant Everbank, N.A. as successor in interest to Alliance Mortgage Company may have in and to the Property.

15) According to the public record, on June 2, 1986, W. Daniel Yarborough, Jr. as Master in Equity for Greenville County, conveyed the Property to Alliance Mortgage Company by Master's Deed recorded June 19, 1986 in Book 1269 at Page 17, in the Office of the Register of Deeds Office for Greenville County, South Carolina.

16) Thereafter, on September 26, 1986, Federal National Mortgage Association conveyed the Property to Christine S. Brown and Clyde Hoyt Brown by special warranty deed, recorded October 30, 1986 in Book 1279 at Page 527.

17) The Defendant EverBank, N.A. as successor in interest to Alliance Mortgage Company was properly served with the Summons and Complaint on June 10, 2025. In response to the Summons and Complaint, on June 16, 2025 the Defendant EverBank, N.A. sent an email to Plaintiff's counsel disclaiming any interest in the Property. This email is a part of the Court record.

18) Based on the foregoing, the Court finds that the Defendant EverBank, N.A. as successor in interest to Alliance Mortgage Company has no right, title, claim, lien or interest in and to the Property.

19) 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.

20) The titleholders of record of the subject property as of the filing of the Lis Pendens in this action are Charles S. Brown aka Stan Brown and Cynthia A. Brown aka Cindy Edgerton.

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

22) The mortgage is in default because the borrower is deceased, and the home is not the principal residence of any surviving borrower, and the Plaintiff, as the holder of the Note, 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. The sum of \$5,450.00 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 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.

23) 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 amount due as of June 22, 2023	\$222,435.48
(b) Interest from May 22, 2023 to August 31, 2025 at a current rate of 5.4900%	\$8,475.69
Per Diem Interest from September 1, 2025 to September 29, 2025	\$970.34
(c) Advances	
Escrow	\$581.94
Other Fees (Property Preservation)	\$17,992.22

(e) Costs of collection prior to hearing (service of process, filing fees, etc.)	\$2,736.18
(f) Attorneys Fee	\$5,450.00
Total debt secured by Note and Mortgage, including interest to date shown	\$258,641.85

24) 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 5.4900% per annum (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 Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

25) The Plaintiff is seeking the usual foreclosure of the mortgage and has in the Complaint, or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b) SCRCP.

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1) The Plaintiff's Mortgage should be declared a first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

2) The Defendants named herein, and all persons whosoever claiming under Defendants, 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.

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

4) Pursuant to the South Carolina Uniform Declaratory Judgments Act, S.C. Code Section 15-53-10 et seq., the Court declares that the Defendant Everbank N.A. as successor in interest to Alliance Mortgage Company has no right, title, claim, lien or interest in and to the Property.

4. There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of \$258,641.85, as set out in the Findings of Fact *supra*.

5. 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 5.4900% per annum. 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 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.

6. The Defendants liable for the aforesaid judgment debt including interest at the rate of 5.4900% 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.

7. 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:

8. 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) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

9. Interest on the balance of the bid shall be paid through the day of compliance at the rate of 5.4900%.

10. Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

11. A personal or deficiency judgment having been waived, bidding will conclude at the fall of the gavel on the date of the sale. Compliance with the bid may be made immediately.

12. The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

13. 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 twenty (20) days after the conclusion of the bidding, 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.

14. 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 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.

15. 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.

16. 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 should be held pending further Order of this court.

17. 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. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act (12 U.S.C. 5220).

18. In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property, and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said property on the public street or highway or by any other means.

19. In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the Register of Deeds in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Master in Equity, who executes such deed as grantor.

20. 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.

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

All that certain piece, parcel, lot or tract of land, together with the improvements thereon, situate, lying and being on the northern side of Courtney Circle, near the City of Greenville, in the County of Greenville, State of South Carolina, being more fully shown and designated as Two (2) lots of the Property of Mark A. East and Judith S. East on a plat recorded January 30, 1968 in the Office of the ROD for Greenville County in Plat Book SSS at pages 32 and 33, together with an adjoining 30 foot strip and, according to said plat the combined description of said property is as follows: BEGINNING at an iron pin on the northern side of Courtney Circle at the joint corner of this property and property now or formerly of Robert L. East and Leora T. East, and running thence with the joint line of said tracts, N. 19-42 E 412 feet to an iron pin, thence S 71-23 E 118.65 feet to an iron pin, thence S. 19-54 W 398 feet to an iron pin on the northern side of Courtney Circle, thence with the northern side of said Circle, N 78-30 W 117 feet to an iron pin at the point of beginning. Said lots being further shown and delineated as lot 21 containing 1.08 acres, more or less, on a plat prepared for C. Hoyt Brown and Christine Brown by James R. Freeland, RLS dated October 24, 1986, recorded October 30, 1986, in the Office of the ROD for Greenville County in Plat Book 13-J at page 65. Reference is hereby craved to said latter plat for a more complete and accurate description. Be all measurements a little more or less.

This is the same property conveyed to Clyde Hoyt Brown, Jr. and Christine S. Brown by Deed of C. Hoyt Brown and Christine Brown dated August 26, 2010, recorded September 8, 2010 in Deed Book 2377 at Page 3848 in the Office of the Register of Deeds for Greenville County. Thereafter, upon information and belief, Clyde Hoyt Brown, Jr. passed on January 9, 2013 leaving the Property to Christine S. Brown by right of survivorship deed; Thereafter, upon information and belief, Christine S. Brown passed on June 22, 2023 leaving the Property to her heirs, namely Stan Brown and Cindy Edgerton.

TMS No. 0437000100204

Property Address: 7 Courtney Circle, Greenville, SC 29617

AND IT IS SO ORDERED.

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. 2025-CP-23-01216

GITSIT Solutions, LLC, not in its individual capacity but solely
in its capacity as Separate Trustee of GITSIT Mortgage Loan
Trust BBPLC1

PLAINTIFF

vs.

The Personal Representative, if any, whose name is unknown, of
the Estate of Christine S. Brown; et al

DEFENDANTS.

Submitted by: Riley Pope & Laney, LLC Post Office Box 11412, Columbia, SC 29211	Attorney for Plaintiff
--	------------------------

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 : _____

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: Tax Map # 0437000100204; 7 Courtney Circle, Greenville, SC 29617		

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 Use Only

This judgment was entered on the _____ day of _____, 2025, and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2025 to attorneys of record or to parties (when appearing pro se) as follows:

Attorneys for Plaintiff:

Riley Pope & Laney, LLC
Post Office Box 11412
Columbia, SC 29211

Defendants:

The Estate of Christine S. Brown
7 Courtney Circle
Greenville, SC, 29617

Charles S. Brown aka Stan Brown
723 Fairview Road
Greer, SC, 29651

Cynthia A. Brown aka Cindy Edgerton
804 Marina Pointe Ct
Seneca, SC, 29672

EverBank, N.A. as successor in interest to Alliance Mortgage Company
4211 SR-128
Jacksonville, FL, 32210

Kelley Woody
Attorney for Defendants "John Doe" and Guardian ad Litem for
Defendants "Richard Roe"
Post Office Box 6432
Columbia SC 29260-6432

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: GITSIT Solutions LLC , plaintiff, et al vs. Christine S Brown ,
defendant, et al
Case Number: 2025CP2301216
Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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