

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	
	)	C.A. No.: 2025-CP-23-03512
Chatham Bend Holdings, LLC,	)	
	)	
Plaintiff,	)	MASTER IN EQUITY'S ORDER
	)	AND JUDGMENT REGARDING
vs.	)	FORECLOSURE OF JUDGMENT LIEN
	)	AND SALE
Michael Amos and T.D. Bank, N.A.,	)	
	)	DEFICIENCY REQUESTED AGAINST
Defendants.	)	MICHAEL AMOS
	)	

Pursuant to Rules 53 and 71, SCRCPP, 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 the cause.

Pursuant to the said reference, a hearing was held on January 7, 2026, and attended by the following persons:

Lawrence M. Hershon – Attorney for Plaintiff
 John Scully – Attorney for Defendant Michael Amos
 Michael Amos (appeared via video conference)

Based on the evidence presented at the hearing, I hereby find, conclude and order as follows:

FINDINGS OF FACT

1. The Lis Pendens, Summons, and Complaint were filed on June 5, 2025.
2. Service was made upon the Defendants in this action, as is shown by the proofs of service filed herein.
3. Defendant T.D. Bank, N.A. did not answer or otherwise respond to the Complaint.
4. Defendant Michael Amos filed an Answer on July 23, 2025.

5. The Order of Reference was entered on September 29, 2025.
6. All parties were notified of the date, time and place of the hearing in this matter.
7. On February 27, 2013, Candice Youngman (“Youngman”) obtained a judgment against Amos in the Meade County Circuit Court in the State of Kentucky (the “Kentucky Judgment”).
8. On July 18, 2016, Youngman filed the Kentucky Judgment in the Court of Common Pleas for Greenville County, South Carolina, in Civil Action No. 2016-CP-23-04326, in the total amount of \$318,900.91 (the “Judgment”), which continues to accrue interest at the judgment rate thereafter. Other terms and conditions are stated in said Judgment, which is of record herein.
9. The Judgment was subsequently assigned by Youngman to Plaintiff by that certain Assignment of Judgment filed in Civil Action No. 2016-CP-23-04326 with the Greenville County Clerk of Court on May 13, 2025.
10. Plaintiff’s Judgment constitutes a lien on all real property owned by Amos in Greenville County at the time of filing, including without limitation the Property (hereinafter defined) that is the subject of this action.
11. Amos owned at the time of the filing of the Judgment in Greenville County, a one-half (1/2) interest in certain real property located in Greenville County (the “Property”) described more fully herein.
12. Amos still owns the one-half (1/2) interest in Property.
13. Pursuant to testimony provided by Amos, the Property is his residence. Therefore, the homestead exemption at S.C. CODE ANN. §15-41-30(A)(1) applies.

14. Pursuant to testimony provided by Amos, a one-half (1/2) owner of the real property herein, the Property has a value in excess of \$500,000.00.¹

15. Plaintiff filed a Lis Pendens on the Property in conjunction with its filing of this lawsuit.

16. The indebtedness evidenced by the Judgment and secured by a valid lien on Amos' one-half (1/2) interest in the Property has not been paid and remains due and owing in full.

17. As a result of the aforesaid Judgment held by Plaintiff, Plaintiff is entitled to foreclosure of its Judgment lien.

18. The Plaintiff's Judgment constitutes valid second priority lien on Amos' one-half (1/2) interest in the subject Property, subject only to the mortgage recorded June 8, 2020 in Book MO 5541 at Page 4190 in the Office of the Register of Deeds for Greenville County.

19. Per the public records of Greenville County, T.D. Bank, N.A. was named a party to the lawsuit by virtue of that certain Mortgage Home Equity Line of Credit it holds, dated April 8, 2025 and recorded April 17, 2025 in Book MO 5817 at Page 1317 in the Greenville County Register of Deeds. The lien of Plaintiff's Judgment has priority over T.D. Bank, N.A.'s mortgage lien.

20. The amount due and owing on the Judgment as of January 7, 2026, is as follows:

(1)	Judgment Amount	\$318,900.91
(2)	Post-Judgment Interest: 07/08/16 – 01/14/17 @ 7.50%	<u>\$ 11,958.78*</u>
	Subtotal:	\$330,859.69

¹ Plaintiff proffered testimony from Joshua Stephens, Vice President of Plaintiff, concerning the value of the Property. Because Mr. Stephens was not a licensed appraiser and had never been inside the home, the Court holds that it will not accept the testimony of Mr. Stephens as to the value of the Property.

(3)	Post-Judgment Interest: 01/15/17 – 01/14/18 @ 7.75%	<u>\$ 25,641.63*</u>
	Subtotal:	\$356,501.32
(4)	Post-Judgment Interest: 01/15/18 – 01/14/19 @ 8.50%	<u>\$ 30,302.61*</u>
	Subtotal:	\$386,803.93
(5)	Post-Judgment Interest: 01/15/19 – 01/14/20 @ 9.50%	<u>\$ 36,746.37*</u>
	Subtotal:	\$423,550.30
(6)	Post-Judgment Interest: 01/15/20 – 01/14/21 @ 8.75%	<u>\$ 37,060.65*</u>
	Subtotal:	\$460,610.95
(7)	Post-Judgment Interest: 01/15/21 – 01/14/22 @ 7.25%	<u>\$ 33,394.29*</u>
	Subtotal:	\$494,005.24
(8)	Post-Judgment Interest: 01/15/22 – 01/14/23 @ 7.25%	<u>\$ 35,815.38*</u>
	Subtotal:	\$529,820.62
(9)	Post-Judgment Interest: 01/15/23 – 01/14/24 @ 11.50%	<u>\$ 60,929.37*</u>
	Subtotal:	\$590,749.99
(10)	Post-Judgment Interest: 01/15/24 – 01/14/25 @ 12.50%	<u>\$ 73,843.75*</u>
	Subtotal:	\$664,593.74
(11)	Post-Judgment Interest: 01/15/25 – 01/14/26 @ 11.50%	<u>\$ 75,791.38*</u>

TOTAL DEBT SECURED BY JUDGMENT: \$740,385.12

* Per S.C. Code Ann. § 34-31-20 (B), interest is compounded annually.

Interest for the period from January 9, 2026, through January 14, 2026 at the rate of 11.50% per annum and from January 15, 2026 through the date of this judgment at the rate of 10.75% per annum shall be added to the above stated Total Debt Secured by Judgment to comprise the

amount of the judgment debt entered herein, and interest after the date of judgment at the rate of 10.75% per annum shall be added to such judgment debt to comprise the amount of the debt through the date to which such interest is computed.

CONCLUSIONS OF LAW

1. Amos argued that because the Kentucky Judgment is more than ten years old, that it has expired and is no longer enforceable under *Gordon v. Lancaster*, 425 S.C. 386, 823, S.E.2d 173 (2018). The Court disagrees and finds that the judgment is enforceable through July 18, 2026, which is ten years from the filing of the Judgment in South Carolina. The ten-year enforcement period under S.C. CODE ANN. § 15-39-30 begins upon domestication of a judgment in this State. The judgment was entered in South Carolina on July 18, 2016 in Civil Action No. 2016-CP-23-04326. *Commercial Credit Loans, Inc. v. Riddle*, 334 S.C. 176, 182, 512 S.E.2d 123, 126 (Ct. App. 1998) (stating that “[Commercial Credit] argues the proper date of original entry when calculating the enforcement period of a South Carolina judgment is the date it was entered in South Carolina. We agree.”). Once a foreign judgment has been properly filed it must be docketed and indexed in the same manner as a judgment of this state.” *Id.* at n.3. *See also Abba Equip., Inc. v. Thomason*, 335 S.C. 477, 482, 517 S.E.2d 235, 238 (Ct. App. 1999). While this Court is concerned with the number of years having elapsed since the judgment was originally entered in Kentucky in 2013, the above cases mandate such a ruling. A copy of the Judgment and Assignment of Judgment were filed as Exhibits with the Plaintiff’s Complaint.

2. The Plaintiff should have judgment of foreclosure of its Judgment lien.

3. The one-half (1/2) interest in the subject Property should be ordered sold at public auction after due advertisement and subject to the full homestead exemption.

4. The Plaintiff expressly reserves the right to have the proceeds from the sale applied to the outstanding balance of its Judgment, with any unpaid balance thereof remaining as a personal judgment against Amos during the ten-year period set forth in §15-39-30.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That there is due to the Plaintiff on the Judgment set forth in the Complaint the sum of Seven Hundred Forty Thousand Three Hundred Eighty-Five and 14/100 Dollars (\$740,385.12), representing the "Total Debt Secured By Judgment" due the Plaintiff as set out in paragraph 20 hereinabove, together with interest after the aforesaid date at the rate of 10.75% per annum.

2. That the party or parties liable for the aforesaid debt, shall, on or before the date of sale of the subject Property hereinafter described, pay to the Plaintiff or its attorneys the amount of the debt owed as aforesaid, together with the costs and disbursements of this action.

3. That on default of payment at or before the time herein indicated, the Property be sold by the undersigned Master In Equity or his designee, at public auction, at the Greenville County Courthouse, Courtroom #5, 305 East North Street, Greenville, South Carolina 29601; on some convenient Sales Day hereafter as set by the Court, on the following terms, that is to say:

a. FOR CASH: The Master In Equity will require a deposit of five (5%) percent on the amount of the bid, in cash or its equivalence, 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 through the day of compliance at the rate of 10.75% per annum.

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

d. Purchaser to pay for deed stamps and cost of recording the deed.

e. That if the Plaintiff is the successful bidder at said sale for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on its indebtedness, in addition to the homestead exemption as set forth herein.

4. As Plaintiff expressly reserves the right to have the proceeds from the sale applied to the outstanding balance of its Judgment, with any unpaid balance thereof remaining as a personal judgment against Amos, the bidding will remain open for thirty (30) days after the sale, unless waived by the Plaintiff, in writing, prior to the sale.

5. That the undersigned 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 Property 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 thirty (30) days after date of sale, then the Master In Equity may advertise the said Property for sale on the next or some other subsequent Sales Day, as set by the Court, at the risk of the former highest bidder, and so from time to time thereafter until a full compliance shall be secured.

6. That the undersigned Master In Equity shall apply the proceeds of the sale of the Property as follows:

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

NEXT: To payment of Amos for the homestead exemption, in the amount of \$76,125.00.

NEXT: To the payment to Plaintiff or its attorney of the amount of debt owed to Plaintiff and interest, so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus should be held pending further Order of this Court.

7. That the Defendants named herein and all persons whosoever claiming under the Defendants be forever barred and foreclosed of all right, title, interest and equity of redemption in the subject Property, or any part thereof.

8. That the deed of conveyance made pursuant to said sale shall contain the names of only the Plaintiff, the Defendant who was the titleholder of the Property at the time of the filing of the Lis Pendens (205 Candleston Place, Simpsonville, SC 29681), and the grantee; and the ROD is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

9. A description of the Property encumbered by the Judgment and herein ordered to be sold is as follows:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 31 as shown on a revised plat entitled Knight's Bridge dated January 15, 2008, recorded January 17, 2008 in the Register of Deeds Office for Greenville County, SC, in Plat Book 1059, at Page 24, and being more recently shown on a survey prepared by Landmark Surveying, Inc., dated August 9, 2010, entitled CLOSING SURVEY FOR CLINTON R. OOTEN, II & KELLY C. OOTEN, recorded in the Register of Deeds Office for Greenville County, SC, in Plat Book 1108, Page 20. Reference is made to most recent plat for a more complete and accurate metes and bounds description thereof.

This is the same property conveyed to Michael Amos and Kelly Amos by deed from Kelly C. Ooten dated June 8, 2020 and recorded June 8, 2020 in Deed Book DE 2595 at Page 3326 in the Office of the Register of Deeds for Greenville South Carolina.

TMS# 0559190103100

Property Address: 205 Candleston Place, Simpsonville, SC 29681

10. That the undersigned Master In Equity will retain jurisdiction to do all necessary acts incident to this foreclosure and to hear any post-judgment matters including, but not limited to, the issuance of a Writ of Assistance.

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. 2024-CP-23-03512

Chatham Bend Holdings, LLC,

Michael Amos and T.D. Bank, N.A.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Lawrence M. Hershon

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), SCRCPP; ☐ Rule 41(a), SCRCPP (Vol. Nonsuit); ☐ Rule 43(k), SCRCPP (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCPP; ☐ 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: Master In Equity's Order and Judgment Regarding Foreclosure of Judgment Lien and Sale

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)
N/A	N/A	\$
		\$
		\$

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

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 _____, _____, and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of _____, _____, 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 judgment 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: Chatham Bend Holdings Llc vs. Michael Amos , defendant, et al

Case Number: 2025CP2303512

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

And It Is So Ordered!

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