

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Dunham Bridge Investors, LLC,

Plaintiff,

v.

Patrick Z. Sapp,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2025-CP-23-02823

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

**(NON-JURY MORTGAGE
FORECLOSURE)**

DEFICIENCY WAIVED

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. Any appeal from the final judgment entered by the Master in Equity shall be directly to the South Carolina Supreme Court or the South Carolina Court of Appeals, as provided in the South Carolina Appellant Court Rules.

Pursuant to the Order of Reference, a hearing was held on February 5, 2026, and attended by the attorneys of record. The Court rendered that testimony was unnecessary. Upon consideration of the evidence of record, the Court finds and concludes as follows:

FACTS

1. The Lis Pendens was filed April 30, 2025.
2. The Summons and Complaint were filed April 30, 2025.
3. Defendant Patrick Sapp ("Mr. Sapp" or "Defendant Sapp"), executed and delivered a promissory note dated November 7, 2022 evidencing indebtedness to Lender Southern Bank in the amount of One Hundred and Ninety-Four Thousand Three hundred and Ninety-Three Dollars and Forty-Four Cents (\$194,393.44) with interest, terms and

conditions as specified therein (collectively, the “2022 Note”).

4. The 2022 Note was secured by a Mortgage filed in Book 5714, at Page 5655 (“Mortgage A”). All documents or instruments related to the 2022 Note and Mortgage A shall be hereinafter collectively referred to as the “Loan Documents”. Pursuant to the Mortgage A, Defendant Sapp mortgaged to Plaintiff the following real property more fully described herein as follows:

All that certain piece, parcel, or tract of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 28.848 acres, more or less, on a plat entitled “Survey for Howell Moore”, dated May 23, 1995, prepared by J.C. Smith & Associates, and recorded April 10, 2001 in the Register of Deeds Office for Greenville County in Plat Book 43-W at Page 12. Reference is made to plat for a more complete description thereof.

Also:

A strip of property being shown and designated at 0.005 acres, more or less, as shown on plat entitled, “Boundary Survey for Joey Beeson”, prepared by J.C. Smith & Associates, dated September 21, 1995, recorded in the Register of Deeds Office for Greenville County, SC, in Plat Book 31-S at Page 41. Reference is made to plat for a more complete description thereof. This being the same property conveyed unto Patrick Sapp by Deed from Bosworth Enterprises, LLC, dated 10/16/2020, recorded on 10/19/2020 in Book 2606, Page 2818, in the Office of the Register of Deeds for Greenville County, South Carolina.

The property is located in Greenville County at OLD DUNHAM BRIDGE RD, GREENVILLE, South Carolina 29611

5. Pursuant to the terms of the 2022 Note, Defendant Sapp was to pay the entire Principal and accrued but unpaid interest on the Note on November 7, 2024.
6. On or about March 19, 2025, Plaintiff and Southern Bank entered into an assignment and assumption of the 2022 Note and Mortgage.

7. The Plaintiff is the current owner and holder of the Loan Documents.
8. The Mortgage is a valid first lien on the Property
9. Pursuant to the South Carolina Supreme Court Administrative Order dated May 2, 2011 (2011-05-02-01), the real property defined below as “Property” does not qualify as an “Owner-Occupied Dwelling” in accordance with the above-referenced Order.
10. Service was made upon the Defendant on July 8, 2025 as shown in the Affidavits of Service filed herein.
11. Defendant has defaulted in the payment of the Loan Documents given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said Loan Documents are therefore in default and Plaintiff has declared the entire balance owing on the Note to be immediately due and payable.
12. Payment due on the Note has 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 the attorney herein for collection.
13. The sum of \$14,425.00 is a reasonable attorney fee to be paid to Plaintiff’s attorney for services performed and anticipated to be performed until final adjudication of the within action under the terms of the Note and Mortgage. 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.
14. As of February 5, 2026, the amount due and owing on the notes, secured by the above-

referenced mortgages, with interest at the rate provided in the notes and other costs and expenses of collection, including an attorney's fee, is as follows:

Principal Due	\$194,393.44
Default Interest (16.00%) as of 2/5/2026	\$31,207.43
Costs and Attorney's Fees	\$15,332.34
 Total Debt as of 2/5/2026	 \$240,933.21

The interest rate of 16% as set forth in the note shall continue to apply to the Total Debt and shall continue to accrue through the anticipated sales date of April 6, 2026 at a daily rate of \$86.40.

15. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.
16. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have Judgment of Foreclosure of Mortgage A and the mortgaged Property should be ordered sold at public auction on April 6, 2026 after due advertisement.
2. That the amount of the total debt shall constitute the total Total Debt as set out in paragraph fourteen *supra*, and shall bear interest at the rate provided in the note at 16% per annum to accrue through the anticipated sales date of April 6, 2026.

IT IS THEREFORE ORDERED, ADJUDICATED AND DECREED:

1. Pursuant to the South Carolina Supreme Court Administrative Order filed on May 2, 2011 (2011-05-02-01), upon information and belief the real property defined below as “Property” does not qualify as an “Owner-Occupied Dwelling” as defined in the above-referenced order.
2. There is due to Plaintiff on the obligation and mortgage set forth in the Complaint the sum of Two Hundred Forty Thousand Nine Hundred and Thirty-Three And 21/100 Dollars (\$240,933.21), representing the “Total Debt” due Plaintiff as set forth in paragraph fourteen *supra*, together with interest at the rate provided therein of 16% on the balance of principal from the date aforesaid to the date of anticipated sale.
3. The Plaintiff is seeking the usual foreclosure of its Mortgage and has waived the right to a personal deficiency judgment pursuant to Rule 71(b) of the South Carolina Rules of Civil Procedure as concerns Defendant.
4. That the Defendant liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff or Plaintiff’s attorney the amount of Plaintiff’s debt as aforesaid, together with the costs and disbursements of this action.
5. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the undersigned Master in Equity at public auction, at Greenville County and State aforesaid, on April 6, 2026 (and should be the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

- a. Property will be advertised for sale for three consecutive weeks prior to the sale date and be final upon the sale of the property (deficiency waived).
 - b. FOR CASH: The undersigned Master in Equity will require a deposit of five percent (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 twenty (20) days same to be forfeited and applied to the costs and Plaintiff's debt.
 - c. Interest on the balance of the bid shall be paid through the day of compliance at a rate of 16% as set forth above.
 - d. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
 - e. The above referenced instrument constitutes a first mortgage lien and is a purchase money mortgage with the proceeds of the loan being used to purchase the property.
 - f. Purchaser to pay for deed stamps and cost of recording the deed.
6. Should the Plaintiff or Plaintiff's agent fail to appear at the time of the sale, then the sale of the property will be null and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.
7. If Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and indebtedness of 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.

8. Personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.
9. That the undersigned 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 twenty (20) days after date of sale, then the undersigned 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.
10. Neither the Court, nor Plaintiff, nor Plaintiff's counsel makes any warranty of title or representations with regard to the condition or existence of any improvements on the subject property. Prospective bidders may wish to assess these matters to their satisfaction prior to sale.
11. That the undersigned Master in Equity will apply the proceeds of the sale as follows:
 - a. FIRST: to the payment of the amount of the costs and expenses of this action, including any fees of attorneys appointed under Order of Court;
 - b. NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same;
 - c. NEXT: Any surplus will be held pending further Order of the Court.

12. IT IS FURTHER ORDERED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendant holding record title and in possession herein, the Sheriff of Greenville County is hereby ordered and directed to eject and remove from the premises the named Defendant holding record title to the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued 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.
13. IT IS FURTHER ORDERED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendant holding record title and in possession herein, and the Property remains occupied by a person or persons holding or claiming to hold or protections under Federal or State statutes protecting such lessees, the Sheriff of Greenville County shall only be ordered and directed to eject and remove from the premises those occupants under the terms stated above, after a hearing as directed by this court and under such order or writ as may be issued by this court as deemed equitable under the circumstances.
14. And it is further ORDERED, ADJUDGED AND DECREED that the Defendant named herein, and all persons whoever claiming under him, be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said mortgaged premises so sold, or any part thereof.
15. 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 mortgaged property at the time of filing the Notice of Pendency of the within action, and the name of the Grantee, and the Master-in-Equity is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

16. The undersigned Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance, any issues concerning the appraisal statutes and disposing of any surplus funds pursuant to Rule 71(c), SCRPC.

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

All that certain piece, parcel, or tract of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 28.848 acres, more or less, on a plat entitled "Survey for Howell Moore", dated May 23, 1995, prepared by J.C. Smith & Associates, and recorded April 10, 2001 in the Register of Deeds Office for Greenville County in Plat Book 43-W at Page 12. Reference is made to plat for a more complete description thereof.

Also:

A strip of property being shown and designated at 0.005 acres, more or less, as shown on plat entitled, "Boundary Survey for Joey Beeson", prepared by J.C. Smith & Associates, dated September 21, 1995, recorded in the Register of Deeds Office for Greenville County, SC, in Plat Book 31-S at Page 41. Reference is made to plat for a more complete description thereof. This being the same property conveyed unto Patrick Sapp by Deed from Bosworth Enterprises, LLC, dated 10/16/2020, recorded on 10/19/2020 in Book 2606, Page 2818, in the Office of the Register of Deeds for Greenville County, South Carolina.

The property is located in Greenville County at OLD

DUNHAM BRIDGE RD, GREENVILLE, South Carolina
29611

TMS No.s: 0244000101002 and 0244000101010

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-23-02823

Dunham Bridge Investors, LLC

Patrick Z. Sapp

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Adrienne Tauscheck

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)
Dunham Bridge Investors LLC	Patrick Z. Sapp	\$240,933.21
		\$
		\$

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

All that certain piece, parcel, or tract of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 28.848 acres, more or less, on a plat entitled "Survey for Howell Moore", dated May 23, 1995, prepared by J.C. Smith & Associates, and recorded April 10, 2001 in the Register of Deeds Office for Greenville County in Plat Book 43-W at Page 12. Reference is made to plat for a more complete description thereof.

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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), SCRPC.

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: Dunham Bridge Investors Llc vs. Patrick Z Sapp

Case Number: 2025CP2302823

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

And It Is So Ordered!

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