

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-23-04806

HomeSpring Mortgage, LLC,

Plaintiff,

v.

Freddy Estrella, Crown Properties, LLC, South Carolina
Department of Revenue, and County of Greenville,

Defendants.

**ORDER GRANTING PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT AND
ORDER & JUDGMENT OF
FORECLOSURE AND SALE**

**DEFICIENCY DEMANDED AS
TO FREDDY ESTRELLA**

This matter came before the Court for hearing on March 17, 2026, on Plaintiff's Motion For Summary Judgment, filed on January 29, 2026. Appearing at the hearing were counsel for Plaintiff, John W. Farrell, Esquire, and Counsel for the Defendant, County of Greenville, Campbell Plumblee, Esquire. Counsel for Defendant, South Carolina Department of Revenue, and the Defendant, Freddy Estrella, did not appear at the hearing. From the testimony taken and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The *Lis Pendens* was filed on August 4, 2025.
2. The Summons and Complaint were filed on August 4, 2025.
3. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.
4. On August 11, 2025, Defendant, South Carolina Department of Revenue, filed its answer to the Complaint and admitted that it has an interest in the subject property and demanded notice of surplus funds.
5. On September 23, 2025, Defendant, County of Greenville, filed its answer to the Complaint and admitted that it has an interest in the subject property.
6. The Defendants, Freddy Estrella and Crown Properties, LLC, are in default as shown by the Affidavit of Default filed herein.
7. All Defendants were notified of the time, date and place of the hearing in this matter.
8. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01.
9. For value received, Freddy Estrella made, executed, and delivered a certain Mortgage Note dated May 17, 2024, promising to pay HomeSpring Mortgage, LLC the principal sum of \$405,000.00, with interest at the rate of 12.00% per annum, plus a default rate of an additional 2.00% per annum. Other terms and conditions are stated in the Note, which is of record herein.

10. To better secure payment of the Note, Freddy Estrella made, executed, and delivered to HomeSpring Mortgage, LLC, its successors and assigns, a certain real estate mortgage dated May 17, 2024, encumbering the property located at 213 Barker Road, Simpsonville, SC, 29680.
11. The Mortgage was recorded in the Office of the Register of Deeds for Greenville County on May 17, 2024, in Book 5775 at Page 4881.
12. The Note and Mortgage provide that the sum of \$16,200.00 was withheld at closing, representing the first four (4) interest payments through September 17, 2024, with monthly payments for interest due and payable on the first of each month commencing October 17, 2024, through May 17, 2025 (the "Maturity Date").
13. The Mortgage constitutes a valid purchase-money mortgage lien on the subject Property.
14. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
15. Any notice required by the terms of the Mortgage or by state and federal statutes was given to the applicable Defendants prior to the commencement of this action.
16. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.
17. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorneys; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$6,573.59 are reasonable attorney's fees and costs for the Plaintiff's attorneys for services performed through the date of this hearing, under the terms of the Note and Mortgage.
18. The amount due and owing on the Note, Mortgage, and Guaranty, with interest at the rate provided in the Note, and other costs and expenses of collection through March 17, 2026, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal	\$405,000.00
Interest through March 17, 2026 (\$60.83 per diem)	\$61,239.84
Late Charges	\$203.00
Accrued Late Charges	\$5,670.00
Wire Fees	\$20.00
Attorney Fees and Costs	\$6,573.59
TOTAL DEBT	\$478,706.43

Total Debt secured by Note and Mortgage and Guaranty, plus any additional interest, costs, and fees is \$478,706.43. Interest for the period from the date shown above through the date of this judgment, at \$60.83 per diem, 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 a current rate of 14.00 %, 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 the Total Debt secured by the Mortgage through the date to which such interest is computed.

19. The Plaintiff is seeking foreclosure of its Mortgage and has, in the Complaint expressly demanded its right to a deficiency judgment.

20. Based on information having been obtained from the records of Greenville County, South Carolina, the Defendant(s) named below may claim to have some interest in or lien upon the Property by virtue of the matters and things alleged below, but any such interest in or lien upon the Property is junior and subordinate to the Mortgage. The Defendant(s) and such interest(s) in or lien(s) is as follows:

a) The Defendant, Crown Properties, LLC, has or may claim to have some interest in the Property by virtue of a mortgage in the original principal amount of \$310,000.00, which mortgage was recorded in the Greenville County Register of Deeds Office on May 8, 2023, in Book 5733 at Page 4219. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.

b) The Defendant, South Carolina Department of Revenue, has or may claim to have some interest in the Property by virtue of Tax Lien # 1304169 in the original principal amount of \$4,919.58. Said interest is subject, subordinate and inferior to the lien of the Plaintiff's mortgage.

c) The Defendant, Greenville County, has or may claim to have some interest in the Property by virtue of outstanding real property taxes in the original principal amount of \$15,908.41.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

21. "The purpose of summary judgment is to expedite the disposition of cases not requiring the services of a fact finder." George v. Fabri, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (S.C. 2001). "Summary judgment is appropriate when it is clear from the record that there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law, pursuant to Rule 56, SCRPC." "Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that deb." U.S. Bank Trust Nat'l Ass'n v. Bell, 385 S.C. 364, 374, 684 S.E.2d 199, 204 (Ct. App. 2009). "Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction." Id. at 374-75, 684 S.E.2d at 205. "In determining whether there is any triable issue in a case, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving

party.” Silvester v. Spring Valley Country Club, 344 S.C. 280, 285, 543 S.E.2d 563, 566 (Ct. App. 2001); Hedgepath v. A.T. & T., 348 S.C. 340, 559 S.E.2d 327 (Ct. App. 2001).

22. “Under Rule 56(c), SCRCPP, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact.” Baughman v. American Tel. & Tel. Co., 410 S.E.2d 537 (S.C. 1991). “With respect to an issue upon which the nonmoving party has the burden of proof, this initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the nonmoving party’s case.” Id. (citing Celotex Corp. v. Catrett, 477 U.S. 317 (1986)). Once the moving party carries its initial burden, the “opposing party must, under Rule 56(e), ‘do more than simply show that there is some metaphysical doubt as to the material facts’ but ‘must come forward with specific facts showing that there is a genuine issue for trial.’” Id. (quoting Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586-87 (1986)). The party opposing summary judgment cannot simply rest on mere allegations or denials contained in the pleadings. George v. Empire Fire & Marine Ins. Co., 545 S.E.2d 500 (S.C. 2001). More than a mere scintilla of evidence is required to overcome summary judgment. Bravis v. Dunbar, 449 S.E.2d 495 (S.C. App. 1994).

23. In the present case, there is no dispute that the Defendant, Freddy Estrella, borrowed money from HomeSpring Mortgage, LLC, that the principal sum of the Note was \$405,000.00, and that the monthly installments became due beginning October 17, 2024. Defendants do not provide any evidence that the Note has been paid or satisfied. Further, the Affidavit of Chris R. Lathbury establishes default under the Note and shows that Defendant made no payments to Plaintiff upon maturity of the Note on May 17, 2025, to the present.

24. Plaintiff’s *prima facie* foreclosure case has been established and the burden shifts to Defendants to present specific facts that show there is a genuine issue of material fact remaining for trial. See Sides v. Greenville Hosp. Sys., 362 S.C. 250, 255, 607 S.E.2d 362, 364 (Ct. App. 2004). “[A]ssertions as to liability must be more than mere bald allegations made by the non-moving party in order to create a genuine issue of material fact.” Jackson v. Bermuda Sands, Inc., 383 S.C. 11, 17, 677 S.E.2d 612, 616 (Ct. App. 2009).

25. Rule 8(b), SCRCPP, requires that a defendant provide a statement in short and plain terms of the facts constituting his defenses to each cause of action asserted. “The Rule further mandates that a pleading contain ultimate facts rather than evidentiary facts to state a cause of action.” RoTec Services, Inc. v. Encompass Services, Inc., 359 S.C. 467 (S.C. Ct. App. 2004) (citing Watts v. Metro Sec. Agency, 346 S.C. 235, 240, 550 S.E.2d 869, 871 (Ct. App. 2001). “Ultimate facts fall somewhere between the verbosity of evidentiary facts and the sparsity of legal conclusions.” Id. “A trial court’s decision to strike a defense as insufficiently pled will not be disturbed absent an abuse of discretion.” Id. (citing Slack v. James, 356 S.C. 479, 482, 589 S.E.2d 772, 774 (Ct. App. 2003).

26. That the Plaintiff should have judgment of foreclosure of its Mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.

27. That there is due to the Plaintiff on its note and mortgage the sum of \$478,706.43, representing the Total Debt due to the Plaintiff as set out in Paragraph 18 above, together with interest thereon at the rate provided in the note to the date hereof.

28. Defendant is in default, and as such, has not met his evidentiary burden and has not demonstrated any material facts in support of any defense that prevents this Court from granting summary judgment to Plaintiff.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

29. That the Plaintiff's Motion for Summary Judgment is GRANTED.

30. That the Plaintiff is in full compliance with South Carolina Supreme Court Administrative Order 2011-05-02-01.

31. That the Defendants liable for the aforesaid Total Debt shall, prior to the date and time of the sale of the subject property, pay to the Plaintiff the amount of the Total Debt.

32. That on default of payment prior to the date and time of the sale, the subject property, shall be sold at public auction, at the Greenville County Courthouse, in Court Room # 5, 305 E. North Street, Greenville, South Carolina 29601, according to the following terms:

A. FOR CASH: The Master in Equity for Greenville County shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Total Debt.

B. Interest on the balance of the bid shall be paid through the day of compliance at the rate of 14.00%.

C. The sale shall be subject to taxes and assessments, existing 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 the deed and the cost of recording the deed.

F. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity.

33. That a personal or deficiency Judgment being demanded, the bidding will remain open for thirty (30) days.

34. That the Master in Equity will, by advertisement according to law, 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. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned 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.

35. That in the event an agent of Plaintiff does not appear at the time of sale, the subject property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

36. That, if the Plaintiff is the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the Total Debt 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 the Total Debt.

37. That the Master in Equity shall 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 of the amount of the Total Debt and interest (including attorneys' fees);
and

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

38. Upon notification of surplus funds, the Plaintiff shall provide this court Mortgagor's contact and identifying information ("Ordered Information") from their files so that Mortgagor's may be located and notified of any remaining surplus funds. Ordered Information includes but is not necessarily limited to the following: names, most recent mailing address, most recent email address, phone numbers, date of birth and social security numbers. Ordered Information provided to this court shall be kept confidential, shall be used for the sole purpose of notifying Owners of remaining surplus funds, and shall be destroyed upon distribution of attributable surplus funds. Ordered Information will not be published in the public record. Ordered Information required by this court shall be provided to the court within a reasonable time period.

39. The judgment amount may be subject to increase to permit the Plaintiff to recover additional costs and expenses incurred within the foreclosure process and authorized under South Carolina law. Such additional costs and expenses shall be established by affidavit and shall be submitted to the Court without further hearing. Said affidavit must be presented to the Court for consideration within ten (10) days from the date of sale. Jurisdiction over each component of the total debt is reserved to the undersigned to determine and to facilitate the assessment and payment of any such costs and/or assessments.

40. The successful bidder upon timely submission of the bid deposit shall be entitled to payoff amounts from any lienholder associated with the property that is the subject of this action. Liens include, but are not limited to, mortgages, statutory liens (mechanic's liens, property owners' association liens or other liens created by operation of law), judgments, tax liens and others. In the event the Plaintiff is the successful

bidder, Plaintiff shall also be entitled to payoff amounts from lienholders. Lienholders shall provide payoff information within ten (10 days) of request.

41. In the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and only upon issuance of a Writ of Assistance by this Court, the Sheriff of Greenville County may be 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 bidder 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.

42. In the event the successful bidder is other than the Defendants 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 in said property, 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 personal property on the public street or highway or by any other means.

43. That each Defendant named herein, and all persons whomsoever claiming under him, them or it, 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.

44. That the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the Defendant, Freddy Estrella, who was the title-holders of the mortgaged property at the time of the filing of the *Lis Pendens*, 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.

45. That the Master in Equity shall acquire 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.

46. That after the Order on Sale of Real Estate has been issued and filed, the undersigned Master in Equity shall direct the Register of Deeds to release of record the lien being foreclosed, which lien is described in Paragraphs 10 and 11 of the Findings of Fact hereinabove.

47. That after the Order on Sale of Real Estate has been issued and filed, the Master in Equity shall direct the Register of Deeds and Clerk of Court to release the liens, if any, described in Paragraph 20 of the Findings of Fact hereinabove from the title of the subject property save and except for the real property taxes due in Paragraph 20(c).

48. That the following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or tract of land, containing 3.437 acres, more or less, on Barker Road, as shown on a plat entitled "SURVEY FOR JUDITH A. OGLESBY & THOMAS E. OGLESBY", prepared by Site Design, Inc. dated January 15, 2019, and recorded in the ROD Office for Greenville County, SC in Plat Book 1327 at Page 27 and having such metes and bounds as shown thereon.

This being the identical property conveyed to Freddy Estrella by deed of Crown Properties, LLC, dated May 8, 2023, and recorded on May 8, 2023, in Book 2687 at Page 3865 of the Greenville County Register of Deeds Office.

Address: 213 Barker Road
Simpsonville, SC 29680

TMS # 0574.05-01-007.02

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-23-04806**

HomeSpring Mortgage, LLC,

Freddy Estrella, Crown Properties, LLC,
South Carolina Department of Revenue,
and County of Greenville

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: McMichael Taylor Gray, LLC John W. Farrell, Esquire (SC Bar # 72477) 3550 Engineering Drive, Suite 260 Peachtree Corners, GA 30092	Attorney for: ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant
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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.
- ☐ **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
- ☐ **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)
HomeSpring Mortgage, LLC	Freddy Estrella	\$478,706.43

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

All that certain piece, parcel or tract of land, containing 3.437 acres, more or less, on Barker Road, as shown on a plat entitled

"SURVEY FOR JUDITH A. OGLESBY & THOMAS E. OGLESBY", prepared by Site Design, Inc. dated January 15, 2019, and recorded in the ROD Office for Greenville County, SC in Plat Book 1327 at Page 27 and having such metes and bounds as shown thereon.

This being the identical property conveyed to Freddy Estrella by deed of Crown Properties, LLC, dated May 8, 2023, and recorded on May 8, 2023, in Book 2687 at Page 3865 of the Greenville County Register of Deeds Office.

Address: 213 Barker Road
Simpsonville, SC 29680

TMS # 0574.05-01-007.02

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.**

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of _____, 2026 and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of _____, 2026 to attorneys of record or to parties (when appearing pro se) as follows:

McMichael Taylor Gray, LLC
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092

Campbell Plumblee, Esquire
301 University Ridge, Suite N-4000
Greenville, SC 29601

Robert J. Thomas, Jr., Esquire
South Carolina Department of Revenue
Office of General Counsel
300A Outlet Pointe Boulevard
Columbia, SC 29210

ATTORNEY(S) FOR THE PLAINTIFF(S)

Defendant(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), SCRCF.

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: Homespring Mortgage Llc vs. Freddy Estrella , defendant, et al

Case Number: 2025CP2304806

Type: Order/Summary Judgment

And It Is So Ordered!

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