

**STATE OF SOUTH CAROLINA**

**COUNTY OF GREENVILLE**

New Vision Trust Company Custodian FBO  
Michael Garrett Traditional IRA 50% & New  
Vision Trust Company Custodian FBO Alicea  
Garrett Traditional IRA 50%,

Plaintiffs,

v.

Keith Fuller,

Defendant.

**IN THE MASTER-IN-EQUITY COURT**

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

C.A. NO: 2025CP2306824

(Non-Jury)  
(Deficiency Demanded as to Keith Fuller)

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. Any appeal from this Order shall be directly to the South Carolina Court of Appeals.

Per a search of the real estate and other public records for Greenville County, the titleholder of record at the time of filing the *Lis Pendens* was Keith Fuller.

Pursuant to said Order of Reference, a hearing was held on April 1, 2026, attended by attorneys for the Plaintiffs and Defendant. Exhibits were identified, offered and received into evidence. Based upon the proof of the facts, the default of the Defendant and circumstances alleged in the pleadings, I find, conclude and order as follows:

**FINDINGS OF FACT:**

1. The Lis Pendens was filed on October 17, 2025.
2. The Summons and Complaint were filed on October 17, 2025.
3. Service was made upon the Defendant as shown by the Affidavit of service filed herein.
4. The Defendant did not file a response.

5. The Defendant, Keith Fuller is in default as shown by the Affidavit of Default filed January 21, 2026.
6. The Defendant was notified of the time, date and place of the hearing in this matter.
7. According to the Affidavit filed herein, a good faith investigation did not determine that the defaulting Defendant is 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.
8. On or about August 29, 2024, Keith Fuller made, executed and delivered unto New Vision Trust Company Custodian FBO Michael Garrett Traditional IRA 50% & New Vision Trust Company Custodian FBO Alicea Garrett Traditional IRA 50% a certain Note ("Note") in the principal sum of \$100,000.00.
9. In order to secure the payment of the Note according to the terms and conditions thereof, Keith Fuller made, executed and delivered unto New Vision Trust Company Custodian FBO Michael Garrett Traditional IRA 50% & New Vision Trust Company Custodian FBO Alicea Garrett Traditional IRA 50% a certain mortgage of real property ("Mortgage") covering the following described property:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the northeastern side of Sumter Street, shown and designated as Lot 2 on plat of Sumter Estates, Phase One dated August 31, 2000 prepared by Freeland & associates, Inc., recorded in the Register of Deeds for Greenville County, South Carolina in Plat Book 42-L at Page 73 on June 15, 2000 and revised on plat of Sumter Estates, Phase Two dated August 22, 2001 prepared by Freeland & Associates, Inc. recorded in the Register of Deeds for Greenville County, South Carolina in Plat Book 44-B, Page 99 on August 22, 2001. Reference to which plat is incorporated herein.

This being the same premises conveyed to Keith Fuller by deed of Deutsche Bank National Trust Company as Trustee for Argent Securities Inc, Asset-Backed Pass-Through Certificates, Series 2004-W11, by Ocwen Loan Servicing, LLC as Attorney in Fact dated April 5, 2017 and recorded April 20, 2017 in Book 2510, Page 4935 in the Greenville County Register of Deeds Office.

TMS #B011010100200

Property Address: 1 Symbolic Ct, Greenville, South Carolina 29607

10. The Mortgage was signed, witnessed and probated; thereafter the Mortgage was recorded in the office of the Register of Deeds for Greenville County on September 6, 2024, in Mortgage Book 5790 at Page 675, a copy of which has been filed with the Clerk of the Court.
11. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagors and constitutes a first lien on the mortgaged premises.
12. Despite demand therefor, the Defendant has made no payment toward satisfaction of the indebtedness evidenced by the Note and Mortgage and Plaintiffs have exercised their rights, according to the terms of the note and mortgage, to accelerate the debt and declare the entire balance of the note and mortgage immediately due and payable. Defendant is in default on the note and mortgage.
13. The payments due on the Note and Mortgage are in default since June 2025, and the conditions of the Note and Mortgage have been broken and the Plaintiffs elect to and do declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage the sum of One Hundred Forty-Six Thousand One Hundred Ninety and 43/100 Dollars (\$146,190.43) as of March 17, 2026, with a per diem of \$37.41 thereafter.
14. I find that since the inception of this action, Plaintiffs' attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens.

The Firm has been responsible for the following pleadings:

1. Lis Pendens
2. Summons and Complaint
3. Order of Reference
4. Notice of hearing
5. Proposed Master's Order and Judgment of Foreclosure and Sale
6. Notice of Sale
7. Other documents as applicable pertaining to service, foreclosure intervention and prosecution of the action.

Additionally, the Firm has arranged for service of process on the Defendant and has scheduled and attended the hearing in the matter, has provided reinstatement/payoff figures to the Defendant, if requested, and has had telephone conversations with the Defendant, if requested. Future duties include forwarding copies of the Master's Order and Judgment of Foreclosure and Sale to the Defendant, advising the Defendant of the date that the property will be sold, arranging and coordinating the amount to be bid by Plaintiffs, representation of Plaintiffs as sale and preparation of after-sale documentation as required. In light of the potential liabilities inherent in a foreclosure matter, the attendant responsibilities and the outcome obtained for the Plaintiffs, I find that the contractual attorney's fees in the amount of Eight Thousand Four Hundred and 0/100 (\$8,400.00) Dollars are reasonable.

15. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

|                                              |    |            |
|----------------------------------------------|----|------------|
| (a) Total Principal due as of March 17, 2026 | \$ | 102,000.00 |
| (b) Interest through March 17, 2026          | \$ | 26,118.55  |

|                           |           |                   |
|---------------------------|-----------|-------------------|
| (c) Late charges          | \$        | 6,405.93          |
| (d) Attorney Fees & Costs | \$        | 11,665.95         |
| (Property Tax Advanced)   | \$        | 2,017.21          |
| (Costs/Litigation Fees)   | \$        | 1,248.74          |
| (Attorneys Fees)          | \$        | 8,400.00          |
| <b>TOTAL:</b>             | <b>\$</b> | <b>146,190.43</b> |

Interest for the period from the date shown above, through the date of this Judgment at the 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 current rate of Twelve (12.00%) percent per month (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 Plaintiffs' debt secured by the mortgage through the date to which such interest is computed.

16. That the Plaintiffs do not waive but specifically demand judgment against the Defendant, Eric Fuller, for the full amount found to be due to Plaintiffs on the note and mortgage held by the Plaintiffs, with the right to enter personal judgment against the Defendant, Eric Fuller, for any deficiency in this action remaining after the sale of the mortgaged premises.
17. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).

#### CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The Plaintiffs' Mortgage should be declared a first mortgage lien and Plaintiffs should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.
2. The Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.
3. The Court also finds the real property is not an "owner occupied dwelling" as defined in the May 2, 2011 Administrative Order, and is therefore exempt from said Order.
4. 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 mortgaged premises so sold, or any part thereof.
5. Pursuant to Rule 53, SCRCP, this Order shall constitute a final judgment.
6. There is due to the Plaintiffs on the Note and Mortgage set forth in the Complaint the sum of One Hundred Forty-Six Thousand One Hundred Ninety and 43/100 Dollars (\$146,190.43) as of March 17, 2026, with interest at the rate of 12.00% per month thereon, together with any taxes or insurance premiums which may be due, with reasonable attorney's fees, and for the costs of this action.
7. 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 to Plaintiffs and shall bear interest hereafter at the rate of 12.00% per month. The amount of the judgment shall be subject to increase to permit the Plaintiffs to recover additional costs, commissions and expenses may be established by statement and shall be adjudicated by the Court without further finding.

8. The Defendant liable for the aforesaid judgment debt including interest at the rate of 12.00% per month shall on or before the date of sale of the property hereinafter described, pay to the Plaintiffs, or Plaintiffs' attorney the amount of Plaintiffs debt as aforesaid, together with the costs and disbursements of this action.
9. 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:
10. For cash: The Master in Equity will require, at the time of the bid, a deposit of the amount of the bid (in cash 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 Plaintiffs' 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).
11. Interest on the balance of the bid shall be paid through the day of compliance at the rate of 12.00%.
12. Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

13. The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other encumbrances.
14. 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 Plaintiffs, 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.
15. In the event an agent of Plaintiffs 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.
16. If Plaintiffs are the successful bidder at the sale, for a sum not exceeding the amounts of costs, expenses and indebtedness of Plaintiffs in full, Plaintiffs may pay to the Master in Equity, only the amount of costs and expenses crediting the balance of the bid on Plaintiffs' indebtedness.
17. The Plaintiffs have judgment against the Defendant, Eric Fuller, for the full amount found to be due the Plaintiff on the note and mortgage, with right to enter a personal judgment against the Defendant, Eric Fuller, for any deficiency in this action remaining after sale of the mortgaged premises.

18. As a personal deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).
19. 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 Plaintiffs or Plaintiffs' attorney of the amount of Plaintiffs' debt, late fees and interest (including attorney fees and costs) or so much thereof as the purchase of money will pay on the same;
- NEXT: Any surplus should be held pending further Order of this Court.
20. 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 of 2009.
21. 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 Plaintiffs' 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 Plaintiffs' 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.

22. 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 Master in Equity, who executes such deed as grantor.
23. All parties are deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said Defendant(s), 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.
24. The Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiffs and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.
25. The 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.
26. Any sale pursuant to this Order is ***without*** warranty of any kind. Neither Plaintiffs nor Court warrant title to any third-party purchaser. All third-party purchasers are deemed to have notice of all matters disclosed by the public record, *including* the status of title.
27. The Master in Equity shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after

the Order on Sale of Real Estate has been executed and filed. Plaintiffs' Mortgage lien is described as follows:

That certain Mortgage given by Keith Fuller to New Vision Trust Company Custodian FBO Michael Garrett Traditional IRA 50% & New Vision Trust Company Custodian FBO Alicea Garrett Traditional IRA 50% dated the 29<sup>th</sup> day of August 2024 and recorded on September 6, 2024 in Book 5790 at Page 675.

28. 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 County of Greenville, State of South Carolina, on the northeastern side of Sumter Street, shown and designated as Lot 2 on plat of Sumter Estates, Phase One dated August 31, 2000 prepared by Freeland & associates, Inc., recorded in the Register of Deeds for Greenville County, South Carolina in Plat Book 42-L at Page 73 on June 15, 2000 and revised on plat of Sumter Estates, Phase Two dated August 22, 2001 prepared by Freeland & Associates, Inc. recorded in the Register of Deeds for Greenville County, South Carolina in Plat Book 44-B, Page 99 on August 22, 2001. Reference to which plat is incorporated herein.

This being the same premises conveyed to Keith Fuller by deed of Deutsche Bank National Trust Company as Trustee for Argent Securities Inc, Asset-Backed Pass-Through Certificates, Series 2004-W11, by Ocwen Loan Servicing, LLC as Attorney in Fact dated April 5, 2017 and recorded April 20, 2017 in Book 2510, Page 4935 in the Greenville County Register of Deeds Office.

TMS #B011010100200

Property Address: 1 Symbolic Ct, Greenville, South Carolina 29607

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-23-06824

New Vision Trust Company Custodian FBO Michael Garrett  
 Traditional IRA 50% & New Vision Trust Company  
 Custodian FBO Alicea Garrett Traditional IRA 50%,

Keith Fuller

PLAINTIFF(S)

DEFENDANT(S)

**Submitted by:** Jenna McLeod  
 Brown, Massey, Evans, McLeod & Haynsworth, LLC  
 106 Williams St.  
 Greenville, SC 29601

**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<br>(List name(s) below)                                                                                                                        | Judgment Against<br>(List name(s) below) | Judgment Amount To be<br>Enrolled<br>(List amount(s) below) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------------------------|
| New Vision Trust Company Custodian<br>FBO Michael Garrett Traditional IRA<br>50% & New Vision Trust Company<br>Custodian FBO Alicea Garrett<br>Traditional IRA 50%, | Keith Fuller                             | \$ 146,190.43                                               |

|  |  |    |
|--|--|----|
|  |  |    |
|  |  | \$ |
|  |  | \$ |

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

All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the northeastern side of Sumter Street, shown and designated as Lot 2 on plat of Sumter Estates, Phase One dated August 31, 2000 prepared by Freeland & associates, Inc., recorded in the Register of Deeds for Greenville County, South Carolina in Plat Book 42-L at Page 73 on June 15, 2000 and revised on plat of Sumter Estates, Phase Two dated August 22, 2001 prepared by Freeland & Associates, Inc. recorded in the Register of Deeds for Greenville County, South Carolina in Plat Book 44-B, Page 99 on August 22, 2001. Reference to which plat is incorporated herein.

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TMS #B011010100200

Property Address: 1 Symbolic Ct, Greenville, South Carolina 29607

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.**

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**Circuit Court Judge**


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**Judge Code**


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**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:

---

 Jenna McLeod

---

 Brown, Massey, Evans, McLeod & Haynsworth, LLC

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 106 Williams St.

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 Greenville, SC 29601

**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-Fileers 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.

[illegible]



Greenville Common Pleas

**Case Caption:** New Vision Trust Company Custodian Fbo Michael Garrett Tradi ,  
plaintiff, et al vs. Keith Fuller  
**Case Number:** 2025CP2306824  
**Type:** Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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