ELECTRONICALLY FILED - 2026 Apr 17 3:28 PM - GREENVILLE - COMMON PLEAS - CASE#2025CP2306236

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE Founders Federal Credit Union, Plaintiff, v. Crystal D. Byrd, Michael E. Frady, and the South Carolina Department of Motor Vehicles, Defendants.	IN THE COURT OF COMMON PLEAS C/A NO.: 2025-CP-23-06236 **ORDER AND JUDGMENT OF FORECLOSURE AND SALE** (NON-JURY) (Mortgage Foreclosure) (Deficiency Demanded Against Crystal D. Byrd and Michael E. Frady)

John B. Kelchner, Esquire
Attorney for the Plaintiff

A foreclosure hearing was held on Thursday, April 16, 2026, at 2:30 P.M. via Zoom. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

PROCEDURAL HISTORY

1. Plaintiff Founders Federal Credit Union ("Plaintiff") filed a Lis Pendens, Summons and Verified Complaint on September 26, 2025 including causes of action for mortgage foreclosure, a declaratory judgment, and repossession.

2. Per a search of the real estate and other public records for Greenville County, the titleholders of record at the time of filing of the aforementioned Lis Pendens were Defendants Crystal D. Byrd and Michael E. Frady (collectively, the "Borrowers").

3. Service was made upon the Defendant Crystal D. Byrd on September 28, 2025

4. Service was made upon the Defendant the South Carolina Department of Motor Vehicles on September 29, 2025.

5. The South Carolina Department of Motor Vehicles (the "DMV") filed an Answer on October 14, 2025.

6. Service was made by virtue of publication on Michael E. Frady, with the final publication of the Summons and Notice of Filing on January 23, 2026.

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7. The Defendants have not raised any issues related to the standing of Plaintiff to prosecute this action.

8. The Borrowers failed to file an Answer or any responsive pleadings and are in default. However, Ms. Byrd participated in the April 16, 2026 Zoom hearing.

9. The Defendants were notified of the time, date, and place of the hearing by an Amended Notice of Hearing and Certificate of Mailing of record herein.

FINDINGS OF FACT

10. For value received, on or about August 29, 2016, Borrowers made, executed and delivered to Plaintiff a certain Note ("Note") in the principal sum of Fifty-Six Thousand Five Hundred and 00/100 ($56,500.00) Dollars, together with interest thereon from that date at the rate specified therein.

11. To further secure payment of Note above-described, according to the terms and conditions thereof, Borrowers made, executed, and delivered unto Plaintiff a certain real estate Mortgage encumbering property located in Greenville County ("Mortgage"), which is the same property as that described in the Complaint, and said Mortgage was signed, witnessed, and probated on August 29, 2016 and recorded September 2, 2016, in Book 5355 at Page 3327, in the Register of Deeds for Greenville County.

12. The Mortgage evidences and secures the repayment of money advanced by Plaintiff to, or on behalf of Borrowers and constitutes a purchase money first lien on the Property.

13. 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.

14. Plaintiff's Note and Mortgage, including any renewals thereof or amendments thereto, are collectively referred to herein as the "Loan Documents."

15. Incorporated into the Mortgage is a Manufactured Home Rider to Mortgage, Deed of Trust or Other Security Instrument ("Rider") which states that the Note is also secured by a security interest in favor of Plaintiff of that 1985 Dayton Mobile Home, Vehicle Identification Number ("VIN") 97ES2300909 ("Mobile Home") located on the Property.

16. The VIN on the Rider is incorrect but is, in fact, the case number of the Estate of Roy Grover Chapman filed in the Greenville County Probate Court. Mr. Chapman was a former

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owner of the property that is the subject of this action. Plaintiff is currently unaware of the correct VIN for the Mobile Home.

17. As confirmed by the DMV in its Answer, there is no certificate of title to the Mobile Home on record with the DMV. The DMV asserted in its Answer that it could find no documentation that a mobile home with the aforementioned vehicle identification number has ever been titled in South Carolina. It maintained in its Answer that it could not find any mobile/manufactured home titled to either of the Borrowers.

18. Regardless, Plaintiff believes that a mobile home exists on the Property that is subject to its lien as it is described as "MH w/land" with the Greenville County Treasurer's Office.

19. When Borrowers applied for a mortgage loan from Plaintiff, they represented that they owned or were purchasing all the property which is the subject of this litigation and were willing to execute a mortgage upon the entire property, that is the realty described herein and all improvements thereon, that is the Mobile Home, to secure the mortgage loan.

20. To evidence the parties' intention that the loan would be secured by all of the property of the Borrowers located at 3808 Jug Factory Road, Greer, SC 29651, including the Mobile Home, the Borrowers executed the Mortgage in which they mortgaged to Plaintiff the realty which is described herein, which includes any improvements located thereon.

21. The relationship between Borrowers and Plaintiff is such that a reasonable person would expect Plaintiff to mortgage all property, including the Mobile Home, in exchange for giving the mortgage loan.

22. Because Borrowers and Plaintiff, in furtherance of their relationship as borrowers and lender, respectively, intended for the Mobile Home to secure the subject mortgage loan, pursuant to S.C. Code § 15-53-20, et seq., Plaintiff seeks a declaratory judgment that the Mobile Home is an improvement to the Property and subject to the lien of Plaintiff's Mortgage.

23. Borrowers have failed to make the payments required by the Loan Documents, and the subject loan is currently in default.

24. The sum of $3,750.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Loan Documents. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services counsel performed for Plaintiff, which include the number and types of pleadings and documents

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prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

25. According to the accounting of Plaintiff, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Note, with interest as provided in said Note, advances made by Plaintiff, and other costs and expenses of the action, including attorney's fees, all secured by the Loan Documents, are as follows:

A.	Principal……	$ 29,933.62
B.	Accrued interest to April 16, 2026…….....	$ 1,877.21
C.	Late Charges ……..……	$ 317.94
D.	Escrow Advances ……..……	$ 2,787.25
D.	Attorney's Fees ……	$ 3,750.00
E.	Attorney's Costs ……	$ 1,926.84
TOTAL AMOUNT DUE		**$ 40,592.86**

Interest Per Day……$4.306 (5.250 % per annum)

Interest shall accrue on the above-stated debt after the date of judgment at the rate of 5.250% per annum. Accrued interest shall be added to the total amount of debt and shall comprise the amount of Plaintiff's debt secured by the Loan Documents through the date to which such interest is computed.

26. Plaintiff is seeking the foreclosure of its first mortgage and has expressly demanded the right to a deficiency judgment against Borrowers, pursuant to S.C. Code Ann. Section 29-3-660. The Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale.

IT IS THEREFORE ORDERED:

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AS TO PLAINTIFF'S FIRST CAUSE OF ACTION
(Mortgage Foreclosure)

27. Plaintiff's holds a first lien on the Property.

28. There is due on the Note the sum of **$40,592.86**, as set out in the Findings of Fact, *supra*, together with interest at the rate provided therein on the balance of the principal from the date aforesaid to the date hereof.

29. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. Section 14-11-310. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions, and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

30. The Defendants liable for aforesaid judgment debt of the Note and Mortgage, including interest at the rate of 5.250% per annum, pay on or before the date of the sale of the Property hereinafter described, to Plaintiff or its attorney, the amount of the debt as aforesaid, including the costs and disbursements of this action.

31. On default of payment at or before the time of the sale of the Property, the mortgaged Property below described hereinafter shall be sold at public auction at the Greenville County Courthouse, 305 East North Street, Greenville, SC 29601, on a sales day determined by the below signed Master in Equity, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to the costs and expense of the action and then to the Plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to either make the required deposit at time of bid or to comply with the other terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

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b. Interest on the balance of the bid after the deposit shall be paid through the day of compliance at the Note's rate of 5.250% per annum.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, any other senior encumbrances, and also all other matters of record except for the liens and interests extinguished through this action.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser shall pay for deed preparation, costs of recording the deed and the satisfaction of mortgage, and transfer taxes on 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.

32. If a deficiency exists after the sale, an Order of Deficiency Judgment may be entered without further notice or hearing.

33. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the purchaser should fail to comply with the terms thereof within 30 days after the date of sale, then the Master in Equity may advertise the said Property for sale on the next or some other subsequent sales day at the risk of the highest bidder and so forth from time to time thereafter until a full compliance shall be secured.

34. In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the same 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.

35. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus 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.

36. 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 sale and to any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

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NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest accrued thereon (including attorney's fees and costs) 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.

37. In the event the successful bidder is someone other than the Defendant(s) in possession of the Property, the Sheriff of this county is ordered and directed to eject and remove from the Property 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 Property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

38. In the event the successful bidder is someone other than the Defendant(s) in possession of the Property, and the occupants have voluntarily vacated the Property or have been ejected from the Property leaving furniture, fixtures or other items not subject to Plaintiff's Mortgages, the Purchaser is authorized to remove from the Property all furnishing, fixtures and other items not subject to Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the Property by placing said personal property on the public street or highway or by any other means.

39. The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed or all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

40. In accordance with Rule 77(d) S.C.R.C.P., the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure and Sale upon all parties not in default for failure to appear in this action.

41. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of this action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

42. The undersigned will retain jurisdiction to all necessary acts incident to this foreclosure, including but not limited to the issuance of a Writ of Assistance.

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43. The following is a description of the Property herein ordered to be sold:

> ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, located on Jug Factory Road, being shown and designated as 0.87 acres, more or less, on survey entitled "Boundary Survey of Phyllis G. Chapman and Paul N. Chapman" prepared by Huskey & Huckey, Inc., PLS dated July 14, 1998 and revised October 28, 1998 and recorded in the ROD Office for Greenville County, S.C. in Plat Book 39-I, Page 26. For a more complete and particular description reference is made to the aforementioned plat and record thereof.
>
> Also including that 1985 Dayton Mobile Home.
>
> This being the same property as conveyed to Crystal D. Byrd and Michael E. Frady by deed of Founders Federal Credit Union dated August 24, 2016 and recorded September 2, 2016, in Book 2495 at Page 3047, in the Office of the Register of Deeds for Greenville County, South Carolina.
>
> TMS No.: 0619.01-01-013.08
> Property Address: 3808 Jug Factory Road, Greer, SC 29651

AS TO PLAINTIFF'S SECOND CAUSE OF ACTION
(Declaratory Judgment that the Mobile Home is Subject to the Lien of Plaintiff's Mortgage)

44. The Mobile Home is an improvement to the Property and subject to the lien of Plaintiff's Mortgage.

45. The Mobile Home is to be sold with the real property subject to this action.

46. The Court acknowledges that the DMV's records regarding the Mobile Home have been reviewed, considered, and made a part of the Court's record.

47. Prior to the successful bidder at the foreclosure sale (the "Successful Bidder") attempting to obtain a certificate of title to the Mobile Home, the Successful Bidder is ordered to ascertain the true VIN by physical inspection once the Property is in the possession of the successful bidder or verify the VIN via the Institute for Building Technology and Safety (IBTS) by the HUD Data Plate.

48. Should the Successful Bidder ascertain the true VIN of the Mobile Home, the DMV is ordered to issue a good and sufficient Certificate of Title to the Successful Bidder.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2025-CP-23-06236

Founders Federal Credit Union	Crystal D. Byrd, Michael E. Frady, and the South Carolina Department of Motor Vehicles
PLAINTIFF(S)	DEFENDANT(S)

Submitted by: John B. Kelchner	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 2/3 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 _____

☐ **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: As required by statute, a foreclosure sale has been or will be scheduled which will officially end this case. If a deficiency judgment remains demanded, a separate Order for Deficiency Judgment will be entered after completion of the foreclosure sale.

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)
Founders Federal Credit Union	Crystal D. Byrd and Michael E. Frady	TBD

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 State of South Carolina, County of Greenville, located on Jug Factory Road, being shown and designated as 0.87 acres, more or less, on survey entitled "Boundary Survey of Phyllis G. Chapman and Paul N. Chapman" prepared by Huskey & Huckey, Inc., PLS dated July 14, 1998 and revised October 28, 1998 and recorded in the ROD Office for Greenville County, S.C. in Plat Book 39-I, Page 26. For a more complete and particular description reference is made to the aforementioned plat and record thereof.

Also including that 1985 Dayton Mobile Home.

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This being the same property as conveyed to Crystal D. Byrd and Michael E. Frady by deed of Founders Federal Credit Union dated August 24, 2016 and recorded September 2, 2016, in Book 2495 at Page 3047, in the Office of the Register of Deeds for Greenville County, South Carolina.

TMS No.: 0619.01-01-013.08
Property Address: 3808 Jug Factory Road, Greer, SC 29651

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/Master in Equity/Special Referee **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:

John B. Kelchner (SC Bar #13589)
Turner Padget Graham & Laney P.A.
PO Box 1473 (29202)
1901 Main St., Suite 900
Columbia, SC 29201
ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S)

CLERK OF COURT

Crystal D. Byrd
143 Glengary Ct
Lyman, SC 29365

Michel E. Frady
3808 Jug Factory Rd
Greer, SC 29651

Ms. Jessica E. Reed, Esq.
Attorney for Defendant South Carolina Department of Motor Vehicles
Via E-filing

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Greenville Common Pleas

Case Caption: Founders Federal Credit Union vs. Crystal D Byrd , defendant, et al

Case Number: 2025CP2306236

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

And It Is So Ordered!

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