

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Mark Ells,

Plaintiff,

v.

Lee Humrickhouse, Michelle Humrickhouse
and Commercial Credit Group, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

2025CP2307705

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

**(Deficiency Requested
as to Lee Humrickhouse
and Michelle Humrickhouse)**

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, and by prior Order of the Court, this case was referred to me to make appropriate findings of fact and conclusions of law, with authority to enter a final judgment in the case. Any appeal from the final judgment so entered will be to the South Carolina Court of Appeals.

A hearing was conducted before me and testimony was taken in the above-captioned cases on May 20, 2026. Mark Ells (hereinafter referred to as "Plaintiff" or "Lender") was represented by the Barbare Law Firm, LLC, Erick M. Barbare appearing.

From the records and from the testimony and evidence introduced, I make the following findings of fact and conclusions of law:

FINDINGS OF FACT:

1. A Lis Pendens, Summons and Foreclosure Complaint was filed on November 20, 2025, in the Office of the Greenville County Clerk of Court. At the time of the filing of the Lis Pendens, Lee Humrickhouse and Michelle Humrickhouse were the record owners of the subject property.

2. Defendants have been properly served with the Lis Pendens, Summons, and

Foreclosure Complaint.

3. Both Defendants are in default as shown by the Affidavit(s) on file herein.

4. According to Affidavit filed herein, no Defendant in default is actively in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act, U.S.C.A., Title 50, App. § 501, et seq., and any amendments thereto.

5. This action was brought for the foreclosure of real estate mortgage, the property covered by the mortgage is in Greenville County, and this Court has jurisdiction over all parties and the subject property.

6. The Defendants were notified of the date, time, and place of the hearing in this matter.

7. The property which is the subject matter of this action is currently owned by Lee Humrickhouse, Michelle Humrickhouse by virtue of a deed from Martyn Harris and Samantha Harris, recorded June 29, 2018 in the Office of the Register of Deeds for Greenville County in Deed Book 2542 at Page 683.

8. On April 23, 2025, Lee Humrickhouse and Michelle Humrickhouse made, executed and delivered to Mark Ells a certain mortgage note ("Note") in writing wherein and whereby Lee Humrickhouse and Michelle Humrickhouse promised to pay to Mark Ells, the principal sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

9. In order to secure the payment of said Note, Lee Humrickhouse and Michelle Humrickhouse, did on the same date, to-wit, April 23, 2025, make, execute and deliver to Mark Ells, a certain mortgage ("Mortgage") covering real property located in Greenville County, South Carolina which said mortgage was recorded in the Office of the Register of Deeds for Greenville County, County, on April 28, 2025 in Mortgage Book 5818 at Page 2841.

The description of the premises as contained in said mortgage is as follows:

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, WITH ALL IMPROVEMENTS THEREON OR HEREAFTER CONSTRUCTED THEREON, SITUATE, LYING, AND BEING THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, BEING SHOWN AND DESIGNATED AS TRACT A, TRACT B, AND TRACT C, ON A SURVEY PREPARED FOR MICHAEL F. & LISA MARIE O'BOYLE, RECORDED IN PLAT BOOK 45-1 AT PAGE 35, IN THE ROD OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK.. REFERENCE IS HEREBY MADE TO SAID PLAT FOR A MORE COMPLETE PROPERTY DESCRIPTION.

LESS AND EXCEPTED THEREFROM: 5.06 ACRES PER PLAT BOOK 1187 AT PAGE 33, 1.665 ACRES PER PLAT BOOK 1327 AT PAGE 004 AND 5.00 ACRES PER PLAT BOOK 1487 AT PAGE 74.

THIS BEING A PORTION OF THE SAME PROPERTY AS CONVEYED TO LEE AND MICHELLE HUMRICKHOUSE BY DEED OF MICHAEL JAMES O'BOLYE AND LISA O'BOYLE RECORDED 08/01/2016 IN DEED BOOK 2493 AT PAGE 1410.

TMS No.: 06490700100900

Property Address: 6706 Mountainview Road, Taylors, South Carolina 29687

10. Mortgage constitutes a first lien upon the subject property.
11. Plaintiff is the owner and holder of said Note and Mortgage.
12. Lee Humrickhouse and Michelle Humrickhouse are the record owners of the subject property.
13. The Note and Mortgage provided: a. that upon the failure by the Defendants to pay the debt as specified therein, the holder thereof might, at its option, declare the entire outstanding indebtedness immediately due and payable; b. for the recovery of such sums advanced as may be necessary to protect the priority of Mortgage and the property secured thereby; and c. for reasonable attorney's fees and costs incurred by Lender.
14. Defendants have defaulted in payments and Plaintiff has exercised its option to declare the entire outstanding indebtedness immediately due and payable. The debt is further due and payable in full pursuant to its terms.

15. Plaintiff has placed the Note and Mortgage in the hands of the Barbare Law Firm, LLC for collection/foreclosure.

16. Plaintiff is entitled to foreclose its Mortgage.

17. Plaintiff's attorney has assumed responsibility for the institution of this action and has performed an appropriate search of the title on the subject property. Plaintiff's attorney has been responsible for the Lis Pendens, Summons and Complaint, Affidavit of Default, Affidavit of Non-Military Service, Order of Reference, Notice of Hearing, Proposed Final Decree, Notice of Sale, and other documents pertaining to the service and finalization of this action. Plaintiff's attorney has also arranged for service of process for the defendants and has scheduled and prepared for the hearing. Future duties of Plaintiff's attorney include forwarding copies of the Decree to Defendant(s), advising the Defendant(s) of the date of sale, arranging and coordinating Plaintiff's bid, representation of Plaintiff at the sale, and preparation of after-sale documentation as required. Anticipated services to be performed do not include exceptional circumstances delaying conclusion beyond the normal time. Additionally, the Note specifically provides for a reasonable attorney fee. In light of the above, the size of the mortgage debt, and Plaintiff's attorney's qualifications, One Thousand Eight Hundred Thirty and no/100 Dollars (\$1,830.00) is a reasonable attorney's fee in this matter. Plaintiff is further entitled to reimbursement of its costs in this matter, which to date total Six Hundred Eighty-Seven and 31/100 Dollars (\$687.31).

18. The amount due and owing on Note and secured by Mortgage, as of the date of the hearing, with interest at the rate provided in the Note (36.00%), and other costs and expenses of collection,:

Principal	\$250,000.00
Interest	\$103,111.45
Late Fees	\$ 17,119.68

BALANCE DUE: \$370,231.13

Attorney Fees: \$1,830.00

Costs to Date: \$687.31

TOTAL AMOUNT DUE: \$ 372,748.44

19. Plaintiff has reserved the right to a deficiency judgment and is entitled to have the property sold at public auction on a suitable Legal Sales Day, with the proceeds to be applied towards costs and expenses, attorney's fees, and the mortgage indebtedness.

CONCLUSIONS OF LAW:

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

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

2. As of the date of hearing, there is due to Plaintiff, under the terms of Note, Mortgage the sum of Three Hundred Seventy-Two Thousand Seven Hundred Forty-Eight and 44/100 Dollars (\$372,748.44), inclusive of attorney's fees and costs, with interest on said debt from the date of hearing through the date of compliance at the contract rate (36.00% per annum).

3. Plaintiff's Mortgage shall be foreclosed and any equity of redemption of the named Defendant(s) and all persons who may claim under him, them, or it, be forever barred.

4. The mortgaged premises as described in the Complaint and previously in this Decree, be sold at public auction on a suitable sales day, or on some subsequent date designated by the Court.

5. The Master in Equity, after having duly advertised the mortgaged premises for sale according to the law and custom of this Court, shall sell the mortgaged premises described in the

Complaint and previously in this Decree to the highest bidder, at public auction at the Greenville County Courthouse on a suitable sales day, during the usual hours of public sale, on the following terms: a. the term of this sale shall be cash; b. the purchaser shall pay for deed stamps and costs of recording the deed; c. each successful bidder, other than Plaintiff, shall be required to deposit with the Master in Equity at the time the bid is accepted, cash or certified check in the sum of five percent (5%) of the bid as evidence of good faith; d. interest shall accrue on the bid at the rate set forth in the Note through the date of compliance; e. in the event that the purchaser fails or refuses to comply with the terms of the sale within twenty (20) days of the close of bidding, the deposit shall be forfeited and applied first to the costs, then to Plaintiff's debt, and the Master in Equity shall forthwith advertise and resell the property upon the same terms on some subsequent date, as designated by the Court, at the risk of the former purchaser, until obtaining full compliance with the terms of the sale; f. upon the purchaser's compliance with the terms of the sale, the Master in Equity shall execute a good and sufficient deed of conveyance to the premises, and the purchaser shall thereby be entitled to possession of the premises; g. in the event the purchaser is other than Defendant(s) in possession herein, the Sheriff of Greenville County is ordered to remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the purchaser or his/her assigns in full, quiet, and peaceable possession of said premises without delay, and to keep said purchaser or his/her assigns in such peaceable possession; h. Plaintiff is seeking a deficiency judgment, bidding shall remain open for thirty (30) days after the sales day; and i. the property will be sold without any warranty or representation as to title or otherwise by Plaintiff or Plaintiff's counsel.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That if Plaintiff or Plaintiff's representative fails to appear at the scheduled sale, the property shall be withdrawn from

sale and the sale shall be rescheduled for the next available sales day.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That the proceeds derived from the sale shall be applied as follows: First, to the payment of all costs and expenses of this action, including a fee for the Plaintiff's attorneys as heretofore provided and any Guardian ad Litem fees or fees for attorneys appointed by the Court; next to the payment of the amount due upon the Note and Mortgage owned by Plaintiff; and finally, after disbursing the proceeds of the sale as aforesaid, that any balance thereafter remaining be held by the Master in Equity subject to further Order of this Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That if Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses, and Plaintiff's indebtedness 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.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That the afore-described properties shall be sold subject to any property taxes that are due, past due, or accruing as of the date of sale and/or compliance and that the sale shall be final at the close of bidding on the sales date.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That, in compliance with § 30-9-31 of the Code of Laws of South Carolina, 1976, as amended, any deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Register of Deeds Office for Greenville County in the name of the owner of record of the subject property immediately prior to the execution of the Master in Equity's deed, as well as in the name of the Master in Equity who executes such deed as grantor.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That any prior lien that has

been paid in full is hereby satisfied and cancelled of record.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That this action shall remain open for any other proper purpose.

(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.** 2025CP2307705

Mark Ells

Lee Humrickhouse, Michelle Humrickhouse and
Commercial Credit Group, Inc.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: ERICK M. BARBARE

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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ 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 INFORMATIONThis order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : DECREE OF FORECLOSURE, DEFICIENCY WAIVED

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)
		\$
		\$
		\$

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

6706 Mountainview Road, Taylors, South Carolina 29687

TMS #06490700100900

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-Fileers 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: Mark Ells vs. Lee Humrickhouse , defendant, et al

Case Number: 2025CP2307705

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

And It Is So Ordered!

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