

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	
	)	2025-CP-23-00183
Martin Timothy Pollock, Yolanda G. Pollock,	)	
	)	
Plaintiff(s),	)	MASTER IN EQUITY'S ORDER AND
	)	JUDGMENT OF FORECLOSURE SALE
vs.	)	
	)	DEFICIENCY DEMANDED AS TO
Franklin L. Autrey, Crystal M. Autrey, James Akers, Jr.	)	FRANKLIN L. AUTREY AND
	)	CRYSTAL M. AUTREY
	)	
Defendant(s).	)	
HEARING DATE:	)	May 29, 2026
TRIAL JUDGE:	)	Charles B. Simmons, Jr., Master in Equity
ATTORNEY FOR PLAINTIFF:	)	Patrick O. Dollar
DEFENDANT:	)	Franklin L. Autrey and Crystal M. Autrey
COURT REPORTER:	)	Danette Hanks

This case was referred to this Court by virtue of an Order of Reference filed on February 26, 2026, to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the case. Any appeal from this Order is to the Supreme Court of South Carolina. A hearing was held and was attended by the Plaintiffs, Martin Timothy Pollock and Yolanda G. Pollock, ("Pollocks"), represented by their attorney, Patrick O. Dollar, and the Autrey Defendants. Testimony was taken from Martin Timothy Pollock. From the record, testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT:

1. The Notice of Lis Pendens was filed on January 10, 2025.
2. The Summons and Complaint were filed on January 10, 2025.

3. Service was made upon Defendant Bank of Travelers Rest on January 15, 2025, and filed on April 15, 2025.

4. Service was made upon Defendant James Akers, Jr., on January 16, 2025, and filed on April 15, 2025.

5. Defendant Bank of Travelers Rest filed an Answer on January 21, 2025.

6. Service was made upon Defendant Franklin L. Autrey on February 26, 2025, and filed on April 15, 2025.

7. Service was made upon Defendant Crystal M. Autrey on February 27, 2025, and filed on April 15, 2025.

8. Defendant James Akers, Jr., filed for Ch. 13 Bankruptcy on April 11, 2025, Bankruptcy Case No. 25-01405-hb.

9. On January 5, 2026, a consent order was entered in Bankruptcy Case No. 25-01405 releasing the property subject to this litigation from the automatic stay imposed by 11 U.S.C. §362 permitting the foreclosure to move forward as long as Plaintiffs do not seek deficiency against Defendant James Akers, Jr.

10. Defendant Bank of Travelers Rest was dismissed as party on January 29, 2026 as their debt was discharged in Bankruptcy Case No. 25-01405-hb.

11. An order amending the caption was entered February 23, 2026.

12. Defendants, James Akers, Jr., Franklin L. Autrey, and Crystal M. Autrey, have failed to file an answer with the Clerk of Court.

13. Both the Affidavit of Default and Affidavit of Non-military Service have been filed with the Court and Defendants, James Akers, Jr., Franklin L. Autrey, and Crystal M. Autrey, are in default.

14. A Notice of Hearing was mailed to Defendants and/or all attorneys of record stating the date, time, and location of the hearing.

15. The titleholder of record in and to the property herein described as of the filing of the Lis Pendens in the action is Defendant James Akers, Jr.

16. The real property subject to this litigation (hereinafter the "Subject Property") located at 8101 Geer Highway, Cleveland, SC 29609, bearing Greenville County Tax Map # 0686010303900 is described as follows:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as containing 0.19 acres, more or less, on a plat of Survey for Thomas M. Marchant, III prepared by W. R. Williams, Engineer-Surveyor dated October 13, 1981 and having, according to said plat, the following metes and bounds, to wit:

Beginning as a spike on the southern side of U.S Highway 276 at its intersection with Echo Drive and running thence with the western side of Echo Drive S. 16-22 E. 50.00 feet to an iron pin; running thence S. 65-14 W. 175.0 feet to an iron pin; thence running thence N. 19-00 W. 49.5 feet to an iron pin on the southern side of U.S Highway 276; running thence with the southern side of the right of way of U.S Highway 276 N. 71-48 E. 88.2 feet to an iron pin and N. 64-32 E. 89.4 feet to the point of beginning.

This being the same property conveyed to James Akers, Jr., by deed of Franklin L Autrey, Jr., and Crystal M. Autrey, recorded on December 29, 2022, in Deed Book 2677, at Pages 0707-0710, in the Register of Deeds Office for Greenville County, South Carolina.

17. For value received, on April 11, 2019, Plaintiffs sold to Defendants Franklin L. Autrey and Crystal M. Autrey the Subject Property. The deed was recorded on April 12, 2019, in Deed Book 2563, beginning at Page 2684, in the Register of Deeds Office for Greenville County, South Carolina.

18. For value received, Defendants Franklin L. Autrey and Crystal M. Autrey made, executed and delivered a certain promissory note, hereinafter, the “Note”, in writing according to the terms and conditions set out therein, dated April 11, 2019, promising thereby to pay to the order of Martin Timothy Pollock and Yolanda G. Pollock the sum of Two Hundred Eighty-Two Thousand Five Hundred And 00/100 (\$282,500.00) with interest at Seven (7%) percent per annum on an 30 year amortization schedule with a balloon payment payable on May 1, 2026. Other terms and conditions are stated in the Note, which is of record herein.

19. Pursuant to said Note, Defendants Franklin L. Autrey and Crystal M. Autrey promised to pay Plaintiffs monthly payments of One Thousand Eight Hundred Seventy-Nine and 48/100 (\$1,879.48) Dollars beginning June 1, 2019, and continuing thereafter.

20. Said Note was amortized at a 7.0% interest rate and has a late charge of 5.0% percent to payments not made within 15 days of its due date.

21. To better secure the payment of the Note described above, the Defendants Franklin L. Autrey and Crystal M. Autrey, made, executed and delivered to Plaintiffs a mortgage in writing, dated April 11, 2019, hereinafter the “Mortgage”, covering the Subject Property, which is the same as that described in the Complaint. The Mortgage was recorded on April 12, 2019, in MO Book 5474, at Page 4514 to 4517, in the Register of Deeds Office for Greenville County, South Carolina.

22. On December 22, 2022, Defendants Franklin L. Autrey and Crystal M. Autrey sold the Subject Property to Defendant James Akers, Jr. The Deed was recorded on December 29, 2022, in Deed Book 2677, beginning at Page 0707, in the Register of Deeds Office for Greenville County, South Carolina.

23. As part of said transaction, on December 22, 2022, Defendant James Akers, Jr. assumed the Mortgage and Defendant Franklin L. Autrey’s and Defendant Crystal M. Autrey’s

obligations under the Mortgage. The Mortgage Assumption Agreement (“Mortgage Assumption”) was recorded on December 29, 2022, in MO Book 5720, at Page 1437 to 1443, in the Register of Deeds Office for Greenville County, South Carolina.

24. As part of said transaction, Defendant James Akers, Jr. granted Defendants Franklin L. Autrey and Crystal M. Autrey a mortgage in the Subject Property as evidenced by that certain mortgage (the “Autrey Mortgage”) recorded on December 29, 2022, in MO Book 5720, at Page 1426 to 1436, in the Register of Deeds Office for Greenville County, South Carolina.

25. As part of the transaction, the Defendant James Akers, Jr. did not assume the Note.

26. Defendants Franklin L. Autrey and Crystal M. Autrey are still obligated under the Note.

27. Said Mortgage constitutes a purchase money mortgage on the Subject Property and is entitled to first lien priority.

28. Said Autrey Mortgage is a junior lien.

29. Pursuant to South Carolina law, Plaintiffs are entitled to enforce the terms of the Note and Mortgage.

30. Payment due on the Note has not been made as provided for therein, and the Plaintiffs, 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.

31. Plaintiffs paid the 2023 delinquent property taxes in an amount of \$7,492.82 on December 5, 2024.

32. 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 to the date of the filing of the Lis

Pendens. Plaintiffs' attorney has investigated the circumstances surrounding the Mortgage Satisfaction and defended the Plaintiff's rights. He has been responsible for the preparation of the following pleadings:

- a. Summons and Complaint for Foreclosure;
- b. Lis Pendens;
- c. Affidavit of Non-military Service;
- d. Affidavit of Default;
- e. Order of Reference;
- f. Preparation for and court appearance before the Master in Equity;
- g. Proposed Final Decree;
- h. Other documents as applicable pertaining to service and finalization of this action.

Future duties include arranging and coordinating the amount to be bid by the Plaintiff, representation of the Plaintiff at sale and preparation of post-sale documentation as required. In light of the potential liabilities inherent in a property matter and the attendant responsibilities, I find that the attorney's fees requested by the Plaintiff in the amount of \$6,150.00 are reasonable.

33. The costs for bringing this action are as follows:

a) Filing fee for Summons and Complaint	\$180.32
b) Title Search	\$225.00
c) Process Server	\$310.00
d) Postage	\$11.14
e) Military Service Verification	\$120.00
f) Filing fee for Motion and Order of Reference	\$25.00
g) Master in Equity Fee	\$125.00
h) Court Reporter	\$32.50
i) Proposed Order	\$31.74
j) TOTAL	\$1,060.70

34. Plaintiffs had to engage the services of a Bankruptcy Attorney to further protect their rights. In light of the potential liabilities inherent in a property matter and the attendant responsibilities, I find that the attorney's fees requested by the Plaintiff in the amount of \$2,808.24 are reasonable.

35. The amount due and owing to Plaintiffs, with interest, late fees, 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)	Principal balance and interest and late fee due:	\$317,533.46
b)	Costs:	\$ 8,553.52
c)	Attorney's fees:	<u>\$ 8,958.24</u>
	TOTAL DEBT	<u>\$335,045.22</u>

36. 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 7% per annum (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.

37. Plaintiffs are seeking foreclosure of its Mortgage and collection under its Note and has in the Complaint expressly demanded the right to personal or deficiency Judgment pursuant to SCRCF Rule 71(b).

38. That the Plaintiffs 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 Plaintiffs, including costs and attorney fees against Defendant James Akers, Jr.

39. That the Plaintiffs seek a deficiency judgment against Defendants Franklin L. Autrey and Crystal M. Autrey in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiffs, including costs and attorney fees.

40. Since a personal or deficiency judgment is being not being waived, the bidding will remain open and compliance with the bid may be made immediately.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. That the Plaintiffs should have judgment of foreclosure of their Mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.
2. That said mortgage evidences and secures the repayment of money advanced by the mortgagees to the mortgagor and constitutes a first lien on the real property which is the subject of this action.
3. That there is due to the Plaintiffs on their Note and Mortgage the sum of \$335,045.22, representing the Total Debt due to the Plaintiffs as set out in Paragraph 35 supra, together with interest thereon at the rate provided in the Note to the date thereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiffs on the obligation and mortgage set forth in the Complaint the sum of THREE HUNDRED THIRTY-FIVE THOUSAND FORTY-FIVE AND 22/100 (\$335,045.22) representing the "Total Debt" due to Plaintiffs as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.
2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiffs and shall bear interest hereafter at the current rate of 7% per annum.

3. That the Defendants are liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
4. 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 Master-in-Equity at public auction at the Greenville County Court House, courtroom #5, 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 Tuesday next succeeding such holiday) on the following terms, that is to say:
 - A. FOR CASH: The Master-in-Equity will require a deposit of five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Thirty (30) days same to be forfeited and applied to the costs and Plaintiffs' debt.
 - B. Interest on the balance of the bid shall be paid through the day of compliance at the current rate of 7%.
 - C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
 - D. The above referenced instrument constitutes a first lien priority mortgage on the subject property.

E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

F. If the successful bidder is a third party other than the Plaintiffs, interest on the balance of the bid shall be paid through the date of compliance at the rate listed in the figures above.

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

5. If Plaintiffs are the successful bidders at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiffs in full, Plaintiffs may pay to the undersigned Master-in-Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiffs' indebtedness.
6. That a Personal or deficiency judgment being DEMANDED against Defendants Franklin L. Autrey and Crystal M. Autrey only, the bidding will remain open for thirty (30) days Pursuant to S.C. Code §15-39-760 after the date of the sale, but compliance with the bid may be made immediately.
7. 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 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 that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within Thirty (30) days after date of sale, 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.

8. Neither the Court, nor Plaintiffs, nor Plaintiffs' 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.

9. That the Master-in-Equity will apply the proceeds of the sale as follows:

FIRST: To 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, if any.

NEXT: To the payment to the Plaintiffs or Plaintiffs' attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further order of the court.

10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Greenville County is ordered and directed to eject and remove from the premises the occupants of 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.

11. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, 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.
12. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record.
13. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first named Plaintiffs and the first named Defendants and the Defendants who were the titleholder 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 Master-in-Equity is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.
14. 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.
15. Upon issuance of a Master-in-Equity Order on Sale of Real Estate, the Register of Deeds - Greenville County is directed to release of record the mortgage lien being foreclosed and that junior mortgage lien being extinguished, which mortgage liens are described as follows:

That Mortgage originally given to Martin Timothy Pollock and Yolanda G. Pollock by Franklin L. Autrey, Jr. and Crystal M. Autrey, dated April 11, 2017, recorded on April 12, 2019, in MO Book 5474, at Page 4514 to 4517, in the Register of Deeds Office for Greenville County, South Carolina; AND ALSO that

-mortgage given to Franklin L. Autrey, Jr., and Crystal M. Autrey by James Akers, Jr., recorded on December 29, 2022, in MO Book 5720, at Page 1426 to 1436, in the Register of Deeds Office for Greenville County, South Carolina.

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

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as containing 0.19 acres, more or less, on a plat of Survey for Thomas M. Marchant, III prepared by W. R. Williams, Engineer-Surveyor dated October 13, 1981 and having, according to said plat, the following metes and bounds, to wit:

Beginning as a spike on the southern side of U.S Highway 276 at its intersection with Echo Drive and running thence with the western side of Echo Drive S. 16-22 E. 50.00 feet to an iron pin; running thence S. 65-14 W. 175.0 feet to an iron pin; thence running thence N. 19-00 W. 49.5 feet to an iron pin on the southern side of U.S Highway 276; running thence with the southern side of the right of way of U.S Highway 276 N. 71-48 E. 88.2 feet to an iron pin and N. 64-32 E. 89.4 feet to the point of beginning.

This being the same property conveyed to James Akers, Jr., by deed of Franklin L. Autrey, Jr., and Crystal M. Autrey, recorded on December 29, 2022, in Deed Book 2677, at Pages 0707-0710, in the Register of Deeds Office for Greenville County, South Carolina.

Tax Map Number: 0686010303900

Property Address: 8101 Geer Highway, Cleveland, SC 29609

17. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect.

In such event, the sale will be rescheduled for the next available sales day.

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 NUMBER 2025-CP-23-00183

Martin Timothy Pollock and
Yolanda G. Pollock

Franklin L. Autrey,
Jr., and Crystal M.
Autrey by James
Akers, Jr.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Patrick O. Dollar

Attorney for: ☒ Plaintiff ☐
Defendant

☐ 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);
- ☐ Other: _____
- ☐ Rule 43(k), SCRCP (Settled);
- ☐ **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 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)
Martin Timothy Pollock and Yolanda G. Pollock	Franklin L. Autrey, Jr., and Crystal M. Autrey by James Akers, Jr.	
If applicable, describe the property, including tax map information and address, referenced in the order: Tax Map Number: 0686010303900 Property Address: 8101 Geer Highway, Cleveland, SC 29609		

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 appropriate attorney's box on _____ as follows:

, and a copy mailed first class or placed in the _____ to attorneys of record or to parties (when appearing pro se)

Patrick O. Dollar

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter:

- Clerk of Court

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: Martin Timothy Pollock , plaintiff, et al vs. Franklyn L Autrey ,
defendant, et al
Case Number: 2025CP2300183
Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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