

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	C.A. No.: 2026-CP-23-02884
ALFIE Investors LLC,	)	
	)	
Plaintiff,	)	MASTER'S ORDER AND JUDGMENT
	)	OF FORECLOSURE AND SALE
vs.	)	
	)	(Deficiency Demanded against 2501
2501 Poinsette LLC, Elisha Sellers, Landon	)	Poinsette LLC, Elisha Sellers and Landon
Thompson, and the South Carolina	)	Thompson)
Department of Revenue,	)	
	)	
Defendants.	)	
	)	

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled foreclosure action was referred to me for the purpose of conducting a hearing on the same, taking testimony, determining all issues of fact and law, and entering a final judgment thereon.

A hearing was conducted before me and testimony was taken in the above-captioned case on July 22, 2026. Plaintiff was represented by the law firm of Cassidy Coates Price, P.A., Weyman C. Carter appearing. None of the Defendants appeared at the hearing. From the records and from the testimony and evidence introduced, I make the following findings of fact and conclusions of law:

FINDINGS OF FACT:

AS TO ALL CAUSES OF ACTION:

1. A Lis Pendens was filed on April 30, 2026 under 2026-LP-23-00395 in the Office of the Clerk of Court for Greenville County, South Carolina.
2. A Summons and Complaint were filed on with the Greenville County Clerk of Court on April 30, 2026.

3. The Defendant 2501 Poinsette LLC, through its registered agent Elisha Sellers, was served with the Lis Pendens, Summons and Complaint on May 13, 2026 as shown by an Affidavit of Service filed on May 15, 2026.

4. The Defendant Elisha Sellers was served with the Lis Pendens, Summons and Complaint on May 13, 2026 as shown by an Affidavit of Service filed on May 15, 2026.

5. The South Carolina Department of Revenue accepted service of the Lis Pendens, Summons and Complaint by executing an Acceptance of Service and Consent to Reference on May 13, 2026 that was filed on May 18, 2026. The Department filed a timely Answer on May 19, 2026.

6. The Defendant Landon Thompson was served with the Lis Pendens, Summons and Complaint on May 17, 2026 as shown by an Affidavit of Service filed on May 20, 2026.

7. The Defendants 2501 Poinsette LLC, Elisha Sellers and Landon Thompson failed to file an answer or responsive pleading as shown by the Affidavit of Default filed on June 23, 2026.

8. According to the 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.

9. This action was brought for the foreclosure of a mortgage on real property located in Greenville County, and this Court has jurisdiction over all parties and the subject property.

10. The action was referred to the undersigned Master in Equity by Order of Reference entered on June 24, 2026.

11. The Plaintiff's counsel sent notice of the date, time, and place of the hearing to all Defendants as shown by the Notice of Hearing and Certificate of Service filed on July 6, 2026.

12. For value received, 2501 Poinsette LLC (hereinafter the “Borrower”) executed and delivered a promissory note (hereinafter “Note”) dated April 29, 2022 payable to the order of ALFIE Investors LLC (the “Plaintiff”) in the amount of Two Hundred Five Thousand One Hundred Sixty and no/100 Dollars (\$205,160.00), together with interest at 11.00% and upon such terms as are contained in the Note.

13. The Note is secured by that certain Mortgage, Security Agreement and Financing Statement dated April 29, 2022 (hereinafter “the Mortgage”), executed by the Borrower and delivered to the Plaintiff, encumbering real property described in the Mortgage as follows:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 18 on a plat entitled "Map No. I Sans Souci Heights" dated March 1950, prepared by W. J. Riddle, and recorded April 7, 1950 in the ROD Office for Greenville County in Plat Book W, Page 155. Reference to said plat is hereby made for a more complete description thereof.

DERIVATION: This being the same property conveyed to 2501 Poinsette LLC by deed of Bentley Investments, LLC dated April 26, 2022 and recorded on May 2, 2022 in the ROD Office for Greenville County in Deed Book 2656 at Page 470.

Tax Map No.: 0439.00-05-011.00

Property Address: 2501 Poinsett Highway, Greenville, SC 29609

(Hereinafter, the “Premises”). The Property description reflects minor additions to the derivation clause requested by the Plaintiff in its Complaint.

14. The Mortgage was recorded May 2, 2022 at 10:43 a.m. in the Office of the Register of Deeds for Greenville County in Mortgage Book 5689 at Page 2464.

15. The Mortgage constitutes a first lien upon the Premises.

16. In consideration of the Plaintiff making the loan evidenced by the Note, each of the Defendants Elisha Sellers and Landon Thompson (collectively the “Guarantors”) executed and delivered a Guaranty Agreement dated April 29, 2022 (hereinafter, collectively “the Guaranties”) by which the Guarantors guaranteed payment of the indebtedness evidenced by the Note and the

Borrower's performance under the Note, Mortgage and other Loan Documents (as defined in the Guaranties).

17. The loan evidenced by the Note is governed by and further secured by a Loan and Security Agreement executed by the Borrower dated April 29, 2022 (hereinafter "the Loan Agreement").

18. The terms of the Note and the Mortgage securing same, provided, among other things, that on failure to pay any installment of either principal or interest, or any portion thereof, when due or on failure to comply with any of the conditions and requirements in said documents, then the whole principal sum and accrued interest shall, at the option of the legal holder thereof, become immediately due and payable and collectable by foreclosure. The makers of said documents further agreed to pay reasonable attorney's fees in the event said Note should be collected or foreclosed by an attorney.

19. Plaintiff is the owner and holder of the Note and Mortgage.

20. The Borrower was the record owner of the Premises at the time the Lis Pendens was filed.

21. The Note matured and became due and payable in full on its stated maturity date of April 29, 2023. The Plaintiff sent a forbearance proposal to the Borrower post-maturity, proposing to accept monthly interest payments, however, the Borrower did not accept the forbearance terms and ceased making the monthly interest payments, the last payment received being applied on May 1, 2023. The Plaintiff invoked its right to accrue interest at the Default Rate (defined in the Note as 18%) but imposed a lesser rate of 14%. An additional event of default under the Mortgage and the Loan Agreement occurred as a result of the Borrower's failure to pay the 2024 ad valorem taxes, resulting in the Premises being sold by the Greenville County Delinquent Tax Collector in

November 2025, and the Borrower's failure to pay the 2025 taxes when due. The Plaintiff advanced funds \$8,443.92 to redeem the Premises from the tax sale and advanced \$3,755.38 to pay the 2025 taxes and associated penalties, and is entitled to recover the amounts advanced as an additional obligation under the Note and Mortgage.

22. Plaintiff has placed the Note and Mortgage in the hands of Cassidy Coates Price, P.A. for collection/foreclosure.

23. Plaintiff is entitled to foreclose the Mortgage.

24. 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 Foreclosure 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 reasonable attorney's fees. In light of the above, the size of the mortgage debt, and Plaintiff's attorney's qualifications, Six Thousand and no/100 Dollars (\$6,000.00) is a reasonable attorney's fee as to this matter. Plaintiff is further entitled to reimbursement of its costs, which to date total Eight Hundred Fifty-Eight and 02/100 Dollars (\$858.02).

25. The amount due and owing on the Note and secured by the Mortgage, as of the date of the hearing, with interest at the default rate imposed by the Plaintiff (14%) and other costs and expenses of collection, exclusive of future costs and attorney's fees, with a daily accrual rate of \$79.78 is as follows:

a.	Principal Balance:	\$205,160.00
b.	Accrued Interest:	\$76,813.32
c.	Taxes Advanced:	\$12,199.30
d.	Legal Fees Paid:	\$3,242.80

BALANCE DUE: **\$297,415.42**

Attorney Fees (in excess of fees paid):	\$2,757.20
Costs to Date:	\$858.02

TOTAL DEBT: **\$301,030.64**

26. Interest on the Total Debt figure shall accrue at the statutory post-judgment rate, currently 10.75%.

27. Plaintiff seeks a deficiency judgment against 2501 Poinsette LLC, Elisha Sellers and Landon Thompson, jointly and severally.

28. The following Defendant(s) may claim a lien or interest in the Premises that is junior to the Mortgage held by the Plaintiff. In the event there is a surplus from the sale of the Property, the validity, priority, and amount of any such lien or interest will be determined subsequent to the sale, in accordance with Rule 71(c) SCRCP. The said Defendant(s) and such claims or liens are as follows:

a. The South Carolina Department of Revenue, by virtue of any lien or interest it may hold, including but not limited to the following Notices of State Tax Lien, however, the Department in its Answer has indicated that the liens do not constitute liens on the Premises:

- 1) Tax Lien No. 586593 filed on December 27, 2019 against Charles Jones in the amount of \$636.65;
- 2) Tax Lien No. 722536 filed on October 23, 2020 against Charles Jones in the amount of \$868.63;
- 3) Tax Lien No. 886130 filed on July 30, 2021 against Charles Jones in the amount of \$464.41;
- 4) Tax Lien No. 904408 filed on July 30, 2021 against Charles Jones in the amount of \$1,110.79;
- 5) Tax Lien No. 945708 filed on January 28, 2022 against Charles Jones in the amount of \$2,071.47; and
- 6) Tax Lien No. 95T9716 filed on January 28, 2022 against Charles Jones in the amount of \$2,750.43.

CONCLUSIONS OF LAW:

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. Plaintiff should have judgment of foreclosure of the Mortgage and the Premises should be sold at public auction after due advertisement. The Mortgage is reformed to the extent necessary to reflect a more complete derivation clause (date, book and page of recordation of the deed).
2. As of the date of hearing, there is due to Plaintiff, under the terms of the Note and Mortgage, the sum of Three Hundred One Thousand Thirty and 64/100 Dollars (\$301,030.64), inclusive of attorney's fees and costs, with interest on the Total Debt from the date of hearing at the rate of 10.75%.

3. The Defendants liable for the aforesaid mortgage debt shall on or before the date of the sale of the Premises, pay to the Plaintiff or to its attorney, the total amount due on the Note and Mortgage, together with the costs and disbursement of this action.

4. On default of payment at or before the time indicated, the Premises will be sold at public auction on the next available sales day, or on some subsequent date designated by the Court.

5. The Master-in-Equity, after due advertisement, shall sell the Premises to the highest bidder, at public auction at the Greenville County Courthouse, 305 East North Street, Courtroom 5, Greenville, SC 29601 on Tuesday, September 8, 2026, 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 14.00% 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 Property;

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. since the Plaintiff is seeking a deficiency judgment, the sale shall remain open for a period of thirty days after the initial sale;

i. the property will be sold without any warranty or representation as to title or otherwise by Plaintiff or Plaintiff's counsel; and

j. Plaintiff reserves the right to withdraw the request for deficiency prior to the time of sale, in which event the sale shall not remain open but shall be final on the sale day.

6. 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.

7. 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; 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.

8. 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.

9. That the Property shall be sold subject to any property taxes that are due, past due, or accruing as of the date of sale and/or compliance, to existing easements and restrictions of record, and to senior liens, if any.

10. 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 Office of the Register of Deeds for Greenville County in the name of the owner of record of the Premises 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.

11. Following the foreclosure sale, the Defendants and all persons claiming by, through, or under them shall be forever barred from all right, title, interest and equity of redemption in the Premises.

12. To the extent that there be any deficiency remaining on the indebtedness due Plaintiff after the proceeds of sale are applied to the Total Debt as outlined above, the Plaintiff shall have a deficiency judgment against Debtor and Plaintiff shall have judgment against 2501 Poinsette LLC, Elisha Sellers and Landon Thompson, jointly and severally, without further notice or hearing.

13. 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. 2026-CP-23-02884

ALFIE Investors, LLC

PLAINTIFF(S)

2501 Poinsette LLC, et al.

DEFENDANT(S)

Submitted by: Weyman C. Carter

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
- ☐ **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)

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

Property Address: 2501 Poinsett Highway, Greenville, SC 29609

TMS No.: 0439.00-00-05-011.00

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:

Weyman C. Carter

Cassidy Coates Price, P.A.

P.O. Box 10529

Greenville, SC 29603

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.



Greenville Common Pleas

Case Caption: Alfie Investors Llc vs. 2501 Poinsette Llc , defendant, et al
Case Number: 2026CP2302884
Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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