ELECTRONICALLY FILED - 2026 Aug 19 10:12 AM - GREENVILLE - COMMON PLEAS - CASE#2026CP2303471

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
CommunityWorks,	)	
Plaintiff,	)	C.A. No. 2026-CP-23-03471
	)	
vs.	)	
	)	**MASTER IN EQUITY'S ORDER OF JUDGMENT OF FORECLOSURE AND SALE** (DEFICIENCY REQUESTED AGAINST DEFENDANTS)
TBS of South Carolina, LLC and Frederick Dawkins,	)	
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 August 14, 2026. CommunityWorks (hereinafter referred to as "Plaintiff") was represented by the law firm of Smith Hudson Law, LLC, Joshua J. Hudson 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 and Summons and Foreclosure Complaint were filed on May 20, 2026, in the Office of the Greenville County Clerk of Court.

2. Defendants TBS of South Carolina, LLC (*hereinafter* "Debtor") and Frederick Dawkins (*hereinafter* "Guarantor") (Debtor and Guarantor are *hereinafter* collectively "Defendants") were properly served via process server and failed to file an Answer herein.

3. Counsel for the Plaintiff filed an Affidavit of Default on June 29, 2026.

ELECTRONICALLY FILED - 2026 Aug 19 10:12 AM - GREENVILLE - COMMON PLEAS - CASE#2026CP2303471

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 matter was referred to the Master in Equity for Greenville County by Order of Reference filed on June 29, 2026.

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

7. The Defendants were notified of the date, time, and place of the hearing in this matter and were provided with a copy of the Order of Reference.

8. For value received, Debtor executed and delivered a Promissory Note (hereinafter collectively the "Note") to Plaintiff, dated December 9, 2022, containing a promise to pay the principal sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00), together with interest thereon upon such terms as are contained in said Note, a copy of which is attached to the Complaint.

9. Debtor executed and delivered to Plaintiff a Mortgage (hereinafter "Mortgage") of even date and identical amount, whereby there was conveyed unto Plaintiff by way of said Mortgage the property described as follows:

10. In order to further secure payment of said Note, Debtor executed and delivered to Plaintiff a Mortgage (hereinafter "Mortgage") of even date and identical amount, whereby there was conveyed unto Plaintiff by way of said Mortgage the property described as follows:

> ALL that certain lot of land on Tuskegee Avenue and Quarter Court, in the City of Greenville, County of Greenville, State of South Carolina, known and designated as Lot No. 14 on plat of Carver Park Addition made by the Piedmont Engineering Service, February 1953, and recorded in the ROD Office for Greenville County in

ELECTRONICALLY FILED - 2026 Aug 19 10:12 AM - GREENVILLE - COMMON PLEAS - CASE#2026CP2303471

Plat Book DD at Page 71, and having such courses and distances as shown said plat.

This being the same property conveyed to TBS of South Carolina, LLC by deed of Annie Ruth Jenkins Bates, Lila Bates Jones and Shirly Bates Renrick recorded December 16, 2015 in Deed Book 2478 at Page 4597 in the ROD Office for Greenville County, SC.

T.M.S.# 0200.00-04-041-00

14 Quarter Court, Greenville, SC 29607

(The "Property")

11. Said Mortgage was recorded in Mortgage Book 5718 at Page 1841 on December 9, 2022, in the Register of Deeds Office for Greenville County.

12. In order to further secure payment of said Note, Debtor executed and delivered to Plaintiff a Security Agreement dated December 9, 2022, a copy of which is attached to the Complaint.

13. In order to further secure payment of said Note, Guarantor executed and delivered to Plaintiff a Guaranty dated December 9, 2022 (hereinafter "Guaranty"), a copy of which is attached to the Complaint.

14. The Note is secured by the Mortgage, Security Agreement, and Guaranty.

15. Plaintiff is the owner and holder of said Note, Mortgage, Security Agreement, and Guaranty.

16. Debtor is the record owner of the subject property at the time of the filing of the Lis Pendens.

17. Plaintiff's Mortgage constitutes a first lien upon the subject property.

18. The Note and Mortgage provided:

ELECTRONICALLY FILED - 2026 Aug 19 10:12 AM - GREENVILLE - COMMON PLEAS - CASE#2026CP2303471

a. that upon the failure by Debtor 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 the Mortgage and the property secured thereby; and

c. for attorney's fees and costs to be added to the outstanding indebtedness should the Note and Mortgage be placed in the hands of an attorney for collection.

19. The subject mortgage loan account is presently in arrears. Plaintiff, under the terms of the subject Note and Mortgage, has declared the entire outstanding indebtedness to be immediately due and payable.

20. Plaintiff placed the Note and Mortgage in the hands of Smith Hudson Law, LLC for collection/foreclosure.

21. Plaintiff is entitled to foreclose the Mortgage.

22. 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, service, Order of Reference, Default Judgment Motion, Damages Hearing, Proposed Final Decree, and other documents pertaining to the service and finalization of this action. Plaintiff's attorney has also scheduled and prepared for the hearing. Future duties of Plaintiff's attorney include forwarding copies of the Decree to Defendants, advising the Defendants 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 Mortgage specifically provides for reasonable attorney fees. In light of the above, the size of the debt, and Plaintiff's attorney's

ELECTRONICALLY FILED - 2026 Aug 19 10:12 AM - GREENVILLE - COMMON PLEAS - CASE#2026CP2303471

qualifications, Seven Thousand Five Hundred and no/100 Dollars ($7,500.00) 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 Twenty-Four and 98/100 Dollars ($624.98).

23. The amount due and owing on the Mortgage, as of the date of the hearing, with interest and other costs and expenses of collection, exclusive of future costs and attorney's fees, with a daily accrual rate of $8.27 is as follows:

a.	Principal Balance:	$29,445.58
b.	Interest Due:	$5,769.81
c.	Late Charges:	$385.46
	BALANCE DUE:	**$35,600.85**
	Attorney Fees:	$7,500.00
	Costs to Date:	$624.98
	TOTAL AMOUNT DUE:	**$43,725.83**

24. The post-judgment interest rate shall be at the legal rate.

25. The balance due and owing by Defendants as of the date of the hearing shall be Thirty-Five Thousand Six Hundred and 85/100 Dollars ($35,600.85), exclusive of attorney fees and costs, with a daily accrual rate of $8.27.

26. Plaintiff demands a deficiency judgment as to Defendants and to have the property sold at public auction on Legal Sales Day October 5, 2026, 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 the Property and the Property should be sold at public auction after due advertisement.

ELECTRONICALLY FILED - 2026 Aug 19 10:12 AM - GREENVILLE - COMMON PLEAS - CASE#2026CP2303471

2. As of the date of hearing, there is due to Plaintiff, under the terms of the Mortgage, the sum of Forty-Three Thousand Seven Hundred Twenty-Five and 83/100 Dollars ($43,725.83), 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 (6%) and thereafter, in the event of a deficiency judgment, at the legal judgment rate.

3. Plaintiff's Mortgage be foreclosed and any equity of redemption of the named Defendants and all persons who may claim under her, 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 the October 5, 2026 Sales Day, or on some subsequent date designated by the Court.

5. The Master in Equity for Greenville County, 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 the October 5, 2026 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 of six percent (6%) per annum 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

ELECTRONICALLY FILED - 2026 Aug 19 10:12 AM - GREENVILLE - COMMON PLEAS - CASE#2026CP2303471

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 Defendants 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 and the sale the sale shall not be final until thirty (30) days after Sales Day October 5, 2026; 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 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 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 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)

ELECTRONICALLY FILED - 2026 Aug 19 10:12 AM - GREENVILLE - COMMON PLEAS - CASE#2026CP2303471

ELECTRONICALLY FILED - 2026 Aug 19 10:12 AM - GREENVILLE - COMMON PLEAS - CASE#2026CP2303471

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2026-CP-23-03471

CommunityWorks,	TBS of South Carolina, LLC and Frederick Dawkins
PLAINTIFF(S)	DEFENDANT(S)

Submitted by: Joshua J. Hudson	**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.

☐ **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: Decree of Foreclosure, deficiency requested

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: 14 Quarter Court, Greenville, SC 29607

ELECTRONICALLY FILED - 2026 Aug 19 10:12 AM - GREENVILLE - COMMON PLEAS - CASE#2026CP2303471

T.M.S. # 0200.00-04-041-00

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.**

Charles B. Simmons, Jr., Master in Equity	**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:

Joshua J. Hudson **Smith Hudson Law, LLC** **200 N. Main Street, Suite 301** **Greenville, SC 29601** **864-908-3914** **jhudson@smithhudsonlaw.com**	
ATTORNEY(S) FOR THE PLAINTIFF(S)	**ATTORNEY(S) FOR THE DEFENDANT(S)**
	CLERK OF COURT

Court Reporter: _____

ELECTRONICALLY FILED - 2026 Aug 19 10:12 AM - GREENVILLE - COMMON PLEAS - CASE#2026CP2303471

Greenville Common Pleas

Case Caption:	Communityworks vs. Tbs Of South Carolina Llc , defendant, et al
Case Number:	2026CP2303471
Type:	Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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