

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	
Southern First Bank,	)	
	)	DECREE OF FORECLOSURE
Plaintiff,	)	(Deficiency Sought)
	)	Non-Jury Proceeding
vs.	)	Non-Eligible Under HMP
	)	Foreclosure Intervention Inapplicable
Asher Smiley-Swinney,	)	
	)	C.A. No.: 2026-CP-23-04814
Defendant.	)	
	)	

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 September 29, 2026. Plaintiff was represented by the law firm of Cassidy Coates Price, P.A., Amber B. Glidewell appearing. At the time of the hearing no appearance was made for the Defendant. 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 was filed on July 14, 2026, in the Office of the Greenville County Clerk of Court.
2. A Certificate of Exemption from ADR, Summons, and Foreclosure Complaint were filed on July 14, 2026, in the Office of the Greenville County Clerk of Court.
3. Defendants have been properly served with, or accepted service of, Lis Pendens, Certificate of Exemption from ADR, Summons, and Foreclosure Complaint.

4. Defendant Asher Smiley-Swinney has failed to file an answer or responsive pleading as shown by the Affidavit of Default filed in this matter.

5. 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.

6. This action was brought for the foreclosure of a 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.

7. The Defendants and/or attorney of record 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. I find that the Loan, Note and Mortgage giving rise to this foreclosure action are not subject to any stay or right of modification under S.C. Supreme Court Order No. 2011-05-02-01.

9. For value received, Asher Smiley-Swinney (hereinafter, "Debtor") executed and delivered a Promissory Note to Plaintiff dated May 22, 2024, containing a promise to pay the principal sum of Three Hundred Seventeen Thousand Five Hundred and no/100 Dollars (\$317,500.00), together with interest thereon upon such terms as are contained in said Note (hereinafter "Note").

10. The Note is secured by that certain Mortgage (hereinafter "Mortgage") executed by Debtor and delivered to Plaintiff on May 22, 2024, whereby there was conveyed unto Plaintiff by way of said Mortgage the property described as follows:

ALL that certain piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of Greenville, being shown and designated as Lot 1, containing 0.35 acres, more or less, on a plat entitled "A Boundary Survey and Subdivision of 500 Hunts Bridge Rd; Prepared for Carolina Bustamante," dated November 9, 2020 and revised

December 7, 2020, prepared by Atlas Surveying, Inc., and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1384 at Page 98. Reference to said plat is hereby made for a more complete description thereof.

This being the same property conveyed to Asher Smiley-Swinney by deed of Jayme Constance Neider and Keith A. Butcher to be recorded simultaneously herewith in the Register of Deeds Office for Greenville, South Carolina.

TMS No.: B008.02-01-215.00

Property Address: 500 Hunts Bridge Road, Greenville, SC 29617

(Hereinafter, the "Property").

11. Said Mortgage was recorded in Mortgage Book 5776 at Page 2279 on May 22, 2024 in the Office of the Register of Deeds for Greenville County.

12. On or about April 21, 2026, Debtor executed and delivered to Bank a Forbearance Agreement ("Agreement").

13. The Mortgage constitutes a first lien upon the Property.

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

15. Debtor was the record owner of the subject property at the time the Lis Pendens was filed.

16. The Note and Mortgage provided:

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 reasonable attorney's fees and costs incurred by lender.

17. Debtor has 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.

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

19. Plaintiff is entitled to foreclose the Mortgage.

20. 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. Prior to the filing of this action, Plaintiff's counsel filed an action in March 2026, dismissed the same, and negotiated and prepared a Forbearance Agreement with Debtor. 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 reasonable attorney fees. In light of the above, the size of the mortgage debt, and Plaintiff's attorney's qualifications, Seven Thousand Five Hundred and no/100 Dollars (\$7,500.00) is a reasonable attorney's fee as to this matter. Plaintiff is further entitled to reimbursement of its costs, which to date total One Thousand Five Hundred Three and 01/100 Dollars (\$1,503.01).

21. 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 provided in the Note (7.125%) and other costs and expenses of collection, exclusive of future costs and attorney's fees, with a daily accrual rate of \$60.73 is as follows:

a.	Principal Balance:	\$306,829.00
b.	Interest Due:	\$10,991.47
c.	Late Charges:	\$92.00

BALANCE DUE: \$317,912.47

Attorney Fees:	\$7,500.00
Costs to Date:	\$1,503.01

TOTAL AMOUNT DUE: \$326,915.48

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

25. The anticipated balance due and owing by Debtor, as of Sales Day November 2, 2026, shall be Three Hundred Twenty-Eight Thousand Nine Hundred Eighty and 30/100 Dollars (\$328,980.30) inclusive of attorney fees and costs with a daily accrual rate of \$60.73.

26. Plaintiff is seeking a deficiency judgment as to Asher Smiley-Swinney. Any equity of redemption shall be barred and the Property sold at public auction on Legal Sales Day November 2, 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 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 the Note and Mortgage, the sum of Three Hundred Twenty-Six Thousand Nine Hundred Fifteen and 48/100

Dollars (\$326,915.48), inclusive of attorney's fees and costs, with interest on said debt from the date of hearing through the date of compliance at the default rate contained in the contract (7.125%) and thereafter, in the event of a deficiency judgment, at the legal judgment rate.

3. The property described in the Mortgage, be sold at public auction on the next available sales day, or on some subsequent date designated by the Court.

4. 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 next available 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 on the balance of the bid shall be paid through the day of compliance at the rate of 7.125% per annum;
- 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, 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.

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 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 Office of the Register of Deeds 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 in the event there be any deficiency remaining on the indebtedness due Plaintiff after the proceeds of sale are applied to the indebtedness due as outlined above, said deficiency shall be assessed against Debtor and Plaintiff shall have judgment against Debtor for the amount of said deficiency.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED:

That any lien which may arise in favor of the Debtor is subject to the first lien of Plaintiff and any prior lien that has been paid in full is hereby satisfied and cancelled of record.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED:

That pursuant to Section 29-3-650 of the Code of Laws of South Carolina, 1976, as amended, the Clerk of Court is hereby directed to immediately enter judgment against Debtor and Guarantor in the sum of Three Hundred Twenty-Six Thousand Nine Hundred Fifteen and 48/100 Dollars (\$326,915.48), inclusive of attorney's fees and costs, with interest on said debt, from the date of hearing through the date of compliance at the default rate contained in the contract (7.125%) and thereafter, in the event of a deficiency judgment, at the legal judgment rate, any subsequent necessary advances from the date of the hearing through the date of compliance at the contract rate and thereafter, in the event of any deficiency, at the legal rate, and docket said judgment in the Clerk's office in the same manner as any other judgment. Upon the sale of the mortgaged premises, the Court shall credit upon the judgment the amount paid to the Plaintiff from the proceeds of the sale or, in the event the Plaintiff is the successful bidder, the amount of Plaintiff's bid.

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. 2026-CP-23-04814

Southern First Bank
PLAINTIFF(S)

Asher Smiley-Swinney
DEFENDANT(S)

Submitted by: Amber B. Glidewell

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), SCRCF; ☐ Rule 41(a), SCRCF (Vol. Nonsuit); ☐ Rule 43(k), SCRCF (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCF; ☐ 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 : Deficiency Sought

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)
Southern First Bank	Asher Smiley-Swinney	\$326,915.48

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

Property Address: 500 Hunts Bridge Road, Greenville, SC 29617

TMS No.: B008.02-01-215.00

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:

Amber B. Glidewell

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: Southern First Bank vs. Asher Smiley Swinney
Case Number: 2026CP2304814
Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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