

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TRUIST BANK,

Plaintiff,

vs.

KELLI ESKEW A/K/A KELLI E. ESKEW,

Defendant.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

C/A #: 2025-CP-23-08377

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

(Deficiency Judgment Waived)

**(Non-eligible under the Home Affordable
Modification Program)**

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause. Any appeal from this Order is to the Supreme Court.

Pursuant to the said Order of Reference, a hearing was held on the 18th day of September, 2026, at 10:30 a.m. attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT

1. The Lis Pendens was filed on December 23, 2025 in the Office of the Clerk of Court for Greenville County.
2. The Summons and Complaint were filed on December 23, 2025.
3. Service was made upon the Defendant named in this Order as is shown by the proof of service filed herein.
4. The Defendant is in default as shown by the affidavit filed herein.
5. According to the affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act, 50 U.S.C. app. §501, et seq., and any amendments thereto.

6. All Defendants in default and all attorneys of record and Defendants pro se were notified of the time, date, and place of hearing in this matter.

7. For value received, James D. Eskew a/k/a James Daniel Eskew, now deceased, and the Defendant Kelli Eskew a/k/a Kelli E. Eskew made, executed, and delivered a Note dated December 21, 2023, promising thereby to pay to the order of the Plaintiff the sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars, with interest at 8.75% per annum. Other terms and conditions are stated in the Note, which is of record herein.

8. To better secure the payment of the Note described above, James D. Eskew a/k/a James Daniel Eskew and the Defendant Kelli Eskew a/k/a Kelli E. Eskew made, executed, and delivered to the Plaintiff a Mortgage in writing, dated December 21, 2023, covering real property in Greenville County, which is the same as that described in the Complaint. The Mortgage was duly recorded upon the records of the Register of Deeds for Greenville County, South Carolina in Book 5760 at Page 2406.

9. This Mortgage constitutes a first mortgage lien covering the property therein described.

10. Plaintiff extended credit to Defendant pursuant to a Home Equity Line of Credit evidenced by the Promissory Note and secured by the Mortgage encumbering the subject Property. The Mortgage provides, among other things, that the amount of debt secured thereby, including amounts advanced under the Note and future advances, shall not exceed \$100,000.00 in principal, plus interest, attorneys' fees, court costs, and certain other amounts expressly provided for in the Mortgage.

11. The Court has considered the details from the loan transaction history presented by counsel for the Plaintiff and the circumstances giving rise to the principal balance

reflected in Plaintiff's records. The evidence establishes that Defendant made a series of substantial payments toward the Home Equity Line of Credit in December 2024 that were initially credited to the account and thereby temporarily reduced the outstanding principal balance and restored corresponding available credit under the line of credit.

12. The evidence further establishes that certain of those substantial payments were subsequently returned or dishonored for insufficient funds and were therefore reversed from the account. Upon reversal of those payments, the corresponding amounts of indebtedness were restored to the account. The resulting principal balance in excess of \$100,000.00 was therefore not created by Plaintiff's intentional or voluntary extension of new credit in excess of the \$100,000.00 credit limit, but resulted from the reversal of payments that had previously been provisionally credited and subsequently were not honored.

13. The Court finds that the amounts restored to the account as a result of the reversal of the dishonored payments represent indebtedness that remained owing by Defendant and were not new advances intentionally made by Plaintiff in excess of the contractual credit limit.

14. The Court further finds that there are no intervening lienholders or other third-party interests in the subject Property whose rights or priorities would be adversely affected by inclusion of the restored principal balance in the judgment debt owed to Plaintiff. The foreclosure action is between the original borrower and the original lender, and no third party has demonstrated any reliance upon the \$100,000.00 maximum principal amount stated in the Mortgage.

15. Based upon the foregoing, and considering the circumstances surrounding the substantial payments, their subsequent dishonor and reversal, and the resulting restoration of the indebtedness, the Court finds in equity that the principal balance reflected in Plaintiff's loan records, including the principal amount in excess of \$100,000.00 resulting from such reversals, constitutes

indebtedness presently due and owing by Defendant to Plaintiff and should be included in the judgment debt.

16. Any notice required by the terms of the Mortgage or by state or federal law has been given to the Defendants prior to the commencement of this action.

17. The Plaintiff in this action is the owner and holder of the Note and Mortgage it is seeking to foreclose.

18. The titleholder of record in and to the subject real property as of the filing of the Lis Pendens in this action is the Defendant Kelli Eskew a/k/a Kelli E. Eskew who is the original mortgagor.

19. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of the attorney herein for collection.

20. The sum of Three Thousand Eight Hundred Fifty and 00/100 (\$3,850.00) Dollars is a reasonable fee to allow as attorney fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Note and Mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. The fees are also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fees awarded herein are also reasonable in light of the fees customarily awarded by this court for similar services in this locality.

21. The amount due and owing on the Note, with interest at the rate provided on the Note, and other costs and expenses of collection, including an attorney's fee, secured by the Note and Mortgage, is as follows:

a. Principal of note as of September 18, 2026	\$252,658.20
b. Interest from May 27, 2025 to September 18, 2026 at 8.75% per annum	\$29,496.30
c. Late Charges	\$90.00
d. Release Fee	\$5.00
e. Costs of collection prior to hearing (service, filing, etc.)	\$1,019.56
f. Attorney's fee	\$3,850.00
TOTAL	\$287,119.06

22. Interest for the period from the date shown in (b) above through the date of this judgment at 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 rate of 8.75% 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 Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

23. The Plaintiff is seeking foreclosure of the Mortgage and has in the complaint waived the right to deficiency judgment against Kelli Eskew a/k/a Kelli E. Eskew and James D. Eskew a/k/a James Daniel Eskew pursuant to S.C. Code Ann. Section 29-3-660 (1976).

24. The Defendant Kelli Eskew a/k/a Kelli E. Eskew has or may claim an interest in the subject property by virtue of that Deed of Distribution from Estate of James Daniel Eskew, Case No. 2025-ES-23-01373 dated September 22, 2025 and recorded on September 22, 2025 in the office of the Register of Deeds for Greenville County in Book 2765 at Page 5441. The interest of the Defendant Kelli Eskew a/k/a Kelli E. Eskew is junior and subordinate to the lien of the Plaintiff, and in the event there is a surplus from the sale of the subject property, the validity,

priority, and amount of any such lien claim will be determined at a hearing subsequent to the sale in accordance with Rule 71(c), SCRPC.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. The Court concludes that the principal balance reflected in Plaintiff's loan records includes amounts that were previously credited against the Home Equity Line of Credit as a result of payments made by Defendant, but which payments were subsequently dishonored and reversed. The reversal of such payments restored indebtedness that remained due and owing under the Promissory Note and did not constitute a new advance of credit by Plaintiff.

2. The Court has considered the maximum principal amount stated in the Mortgage and the provisions of S.C. Code Ann. § 29-3-50 concerning mortgages securing existing indebtedness and future advances. The Court further considers significant, under the particular circumstances presented, that there are no intervening lienholders, subsequent creditors, purchasers, or other third parties whose rights or priorities would be prejudiced by inclusion of the restored principal balance in the judgment debt between Plaintiff and Defendant. Nor has Defendant objected or raised any objections to the amount claimed by Plaintiff.

3. Accordingly, the Court concludes that the principal balance presently due and owing under the Promissory Note, including the principal amount in excess of \$100,000.00 resulting from the reversal of the dishonored payments, constitutes indebtedness properly included in the judgment debt owed by Defendant to Plaintiff.

4. Under the particular facts and circumstances of this action, the Court concludes that it would be inequitable to permit Defendant to obtain the benefit of payments that were ultimately dishonored and returned unpaid by treating such payments as having permanently reduced the indebtedness owed to Plaintiff.

5. The Plaintiff should have judgment of foreclosure of the Mortgage, and the mortgaged property should be ordered sold at public auction after due advertisement.

6. The loan subject to foreclosure in this action is non-eligible under the Home Affordable Modification Program.

7. Plaintiff has complied with the requirements of South Carolina Administrative Orders 2009-05-22-01 and 2011-05-02-01.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of Two Hundred Eighty-Seven Thousand One Hundred Nineteen and 06/100 (\$287,119.06) Dollars, representing the Total Debt due Plaintiff as set out above, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date of this Order.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth above, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 8.75% per annum for the Mortgage.

3. That James D. Eskew a/k/a James Daniel Eskew and the Defendant Kelli Eskew a/k/a Kelli E. Eskew 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 the loan subject to foreclosure in this action is non-eligible under the Home Affordable Modification Program.

5. 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 undersigned

Master in Equity at public auction at the Greenville County Courthouse, in the City of 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 undersigned Master in Equity will require a deposit of five (5%) percent on the amount of the bid (in cash or equivalent) same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty days (20) same to be forfeited and applied to the costs and Plaintiff's debt.

(b) Interest on the bid shall be paid through the day of compliance at the rate of 8.75% for the Mortgage.

(c) The sale shall be subject to taxes and assessments, existing easements and restrictions and easements and restrictions of record.

(d) Purchaser to pay for cost of recording the deed.

(e) If the Plaintiff's representative is not in attendance at the scheduled time of the sale, the sale shall be canceled and sold on some subsequent sales day after due advertisement.

6. If Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses, including costs and expenses incurred after the hearing, and the indebtedness of Plaintiff in full, Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness. No deposit shall be due if Plaintiff is the successful bidder.

7. Personal or deficiency judgment having been Waived against Kelli Eskew a/k/a Kelli E. Eskew and James D. Eskew a/k/a James Daniel Eskew the sale will not remain open for thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).

8. That the undersigned Master in Equity for Greenville County 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 Plaintiff, 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 twenty (20) days after date of sale, the deposit shall be forfeited and the undersigned 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. At the hearing on this matter, the undersigned directed that the property be advertised for sale. In the event an advertisement is published prior to the entry of this written Order, such advertisement is hereby ratified and approved *nunc pro tunc* as if same were published after the entry of this Order.

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

FIRST: To the 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;

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

NEXT: Any surplus will be held pending further Order of this Court.

10. It is further ORDERED, ADJUDGED AND DECREED that if the named defendant(s) continues in possession of the property after a deed has been issued to the purchaser, then the Sheriff of Greenville County is ordered and directed to eject and remove from the premises the occupant(s) 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. It is further ORDERED, ADJUDGED AND DECREED if the person(s) occupying the property after the deed has been issued to the purchaser is other than the named defendant(s), the purchaser shall serve the occupants with a Summons and Rule to Show Cause to determine why the occupant(s) should not be removed from the property.

12. And it is further ORDERED, ADJUDGED AND DECREED that James D. Eskew a/k/a James Daniel Eskew and the Defendant Kelli Eskew a/k/a Kelli E. Eskew and all other Defendants with a lien found herein to be junior and subordinate to the lien of the Plaintiff and all persons whosoever claiming under him, them or it 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.

13. IT IS FURTHER ORDERED that, pursuant to S.C. Code Ann. Section 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Register of Deeds in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the undersigned Master in Equity who executes such deed as grantor.

14. The undersigned Master in Equity will retain jurisdiction to do all the necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71(c), SCRCP.

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

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 95, Riverdale Subdivision, prepared by Chapman Surveying Co., Inc., and recorded in Plat Book 40-C at Page 79 in the Office of the Register of Deeds for Greenville County, South Carolina, reference to which is hereby made for a more complete and accurate description.

This being the same property conveyed to James Daniel Eskew and Kelli Eskew by deed of Joe L. Smith, II dated May 27, 1999 and recorded May 28, 1999 in the Office of the Register of Deeds for Greenville County, South Carolina 1841 at Page 527. Thereafter, the Personal Representative of the Estate of James Daniel Eskew, Case No. 2025-ES-23-01373, released the property to Kelli Elizabeth Eskew by Deed of Distribution dated September 22, 2025 and recorded September 22, 2025 in the Office of Register of Deeds for Greenville County, South Carolina in Book 2765 at Page 5441.

TMS #: 0239010500900

Property Address: 107 Knollview Drive
Greenville, South Carolina 29611

[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. 2025- CP-23-08377

Truist Bank,

Kelli Eskew a/k/a Kelli E. Eskew

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Benjamin E. Grimsley

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 : _____ This is a foreclosure action.

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)
N/A		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:
All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 95, Riverdale Subdivision, prepared by Chapman Surveying Co., Inc., and recorded in Plat Book 40-C at Page 79 in the Office of the Register of Deeds for Greenville County, South Carolina, reference to which is hereby made for a more complete and accurate description.

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TMS # 0239010500900

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.

[JUDGE'S SIGNATURE PAGE TO FOLLOW]

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:

Benjamin E. Grimsley
PO Box 11682
Columbia, South Carolina 29211

Kelli Eskew a/k/a Kelli E. Eskew
107 Knollview Drive
Greenville, SC 29611

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-Filers 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.

Foreclosure Sale granted



Greenville Common Pleas

Case Caption: Truist Bank vs. Kelli Eskew , defendant, et al
Case Number: 2025CP2308377
Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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