

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

C/A NO.: 2023-CP-23-00845

U.S. Bank National Association, as Trustee  
for Harborview Mortgage Loan Trust 2005-  
10, Mortgage Loan Pass-Through  
Certificates, Series 2005-10,

JUDGMENT OF FORECLOSURE AND  
SALE

Plaintiff,

DEFICIENCY JUDGMENT DEMANDED  
Against Jeffery L. Jones

v.

Jeffery L Jones aka Jeffery Luland Jones aka  
Jeffrey Luland Jones, State of South Carolina,  
State of South Carolina Department of  
Revenue, Bulldogs Marketing LLC,

Defendant(s).

22-006142

A hearing was held via Zoom on August 21, 2023 at 10:30 AM. William S. Koehler and Nicole K. O’Shaughnessy appeared on behalf of Plaintiff. Lawrence Hershon appeared on behalf of Defendant Bulldogs Marketing LLC. Jeffery L. Jones attended and participated in the hearing.

Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows.

FINDINGS OF FACT

1. The Lis Pendens, Summons and Complaint were filed on February 21, 2023.
2. The titleholder as of the filing of the Lis Pendens was Jeffery L. Jones aka Jeffery Luland Jones aka Jeffrey Luland Jones.
3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
4. The Defendant(s) Jeffery L Jones aka Jeffery Luland Jones aka Jeffrey Luland Jones is not in the Military Service of the United States of America, as contemplated in The Servicemembers’ Civil Relief Act, 50 USC § 501 et seq. as shown by affidavit, certificate or order filed herein.

5. No Defendant raised any credible issues relating to Plaintiff's standing to prosecute this action.

6. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-22-01 dated May 22, 2009 ("2009 Order"), the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Pursuant to the 2009 Order, Plaintiff's attorney has not received a counter affidavit from any Defendant.

7. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

8. Jeffery L Jones aka Jeffery Luland Jones aka Jeffrey Luland Jones is in default. Bulldogs Marketing LLC, State of South Carolina and State of South Carolina Department of Revenue filed an answer.

9. All pro se Defendants and all attorneys of record have been notified of the time, date and place of hearing by letter as evidenced by the certificate of mailing, which is of record.

10. Jeffery L. Jones, for value received, made, executed and delivered a Note ("Note") dated August 10, 2005 promising to pay to Plaintiff or its predecessor the sum of \$217,200.00. Other terms and conditions are stated in the Note, of record herein.

11. To better secure the payment of the Note Jeffery L. Jones made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender its successors and assigns a certain real estate mortgage ("Mortgage") in writing, dated August

10, 2005 covering real property in Greenville County, which is the same as that described in the complaint.

12. The Mortgage was filed on August 12, 2005 and is of record in Greenville County in the Office of RMC/ROD in Book 4414 at Page 1351. Thereafter, by assignment recorded December 14, 2011 in Book 5142 at Page 5736, the mortgage was assigned to Bank of America, N.A., successor by Merger to Bac Home Loans Servicing LP, FKA Countrywide Home Loans Servicing, LP. Thereafter, by assignment recorded June 5, 2012 in Book 5164 at Page 2526, the mortgage was assigned to U.S. Bank National Association as Trustee for Harbourview 2005-10 Trust Fund. Thereafter, by Corrective Corporation Assignment recorded January 15, 2013 in Book 5195 at Page 3382, the mortgage was assigned to U.S. Bank National Association as Trustee for Harbourview Mortgage Loan Trust 2005-10 Mortgage Loan Pass-Through Certificates Series 2005-10. Thereafter, by assignment recorded April 24, 2014 in Book 5252 at Page 4955, the mortgage was assigned to Nationstar Mortgage LLC. Thereafter, by assignment recorded August 10, 2022, in Book MO 5704, at Page 0949 the Mortgage was assigned to U.S. Bank National Association, as Trustee for Harborview Mortgage Loan Trust 2005-10, Mortgage Loan Pass-Through Certificates, Series 2005-10.

13. The description of the property secured by the Mortgage is

ALL THOSE PIECES, PARCELS, OR LOTS OF LAND, LYING AND BEING SITUATE ON THE SOUTHERLY SIDE OF CARVER ROAD, CHICK SPRINGS TOWNSHIP, GREENVILLE COUNTY, SOUTH CAROLINA, BEING SHOWN AS LOTS 55 AND 56 ACCORDING TO PLAT OF PROPERTY OF LILY MCC. LOFTIS, PREPARED BY TERRY T. DILL AS REVISED FEBRUARY 23, 1961 AND RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, IN PLAT BOOK "GGG" AT PAGES 456 AND 457 AND HAVING, ACCORDING TO SAID PLAT THE FOLLOWING METES AND BOUNDS, TO-WIT:

BEGINNING AT AN IRON PIN AT JOINT FRONT CORNER OF LOTS 54 AND 55, WHICH IRON PIN IS 255 FEET SOUTHWEST OF IRON PIN IN THE SOUTHWEST CORNER OF

THE INTERSECTION OF KUMASI STREET WITH CARVER ROAD AND RUNNING THENCE ALONG SAID CARVER ROAD, S. 64-30 W. 201.6 FEET TO AN IRON PIN; THENCE ALONG THE WEST BOUNDARY OF LOT 56, S. 25-30 E. 163.8 FEET THROUGH AN IRON PIN TO THE CENTER OF A BRANCH AS THE LINE; THENCE ALONG THE CENTER OF SAID BRANCH, THE TRAVERSE LINE OF WHICH IS N. 77-24 E. 104.2 FEET TO AN IRON PIN AT JOINT REAR CORNER OF LOTS 55 AND 56; THENCE FURTHER ALONG THE CENTER OF SAID BRANCH, THE TRAVERSE LINE OF WHICH IS N. 82-15 E. 105 FEET TO AN IRON PIN; THENCE N. 25-30 W. 219 FEET, PARTLY ALONG THE WEST BOUNDARY OF LOT 54, TO AN IRON PIN AT JOINT FRONT CORNER OF LOTS 54 AND 55, THE POINT OF BEGINNING.

THIS BEING THE IDENTICAL PROPERTY CONVEYED TO JEFFERY L. JONES BY TITLE TO REAL ESTATE OF BOBBY JOE JONES AND BETTY JO JONES DATED MAY 31, 2002 AND RECORDED JUNE 4, 2002 IN GREENVILLE COUNTY IN DEED BOOK 1997 AT PAGE 498.

TMS No. T022000108300

Property Address: 150 Carver Road Taylors SC 29687

**PLAINTIFF'S FIRST CAUSE OF ACTION**  
**(Reformation of Mortgage)**

14. Due to inadvertent error and mistake the subject mortgage contains an incorrect reference.

The legal description on this instrument references:

ALL THOSE PIECES, PARCELS, OR LOTS OF LAND, LYING AND BEING SITUATE ON THE SOUTHERLY SIDE OF CARVER ROAD, CHICK SPRINGS TOWNSHIP, GREENVILLE COUNTY, SOUTH CAROLINA, BEING SHOWN AS LOTS 55 AND 56 ACCORDING TO PLAT OF PROPERTY **OF LILLY M. LOFTIS**, PREPARED BY TERRY T. DILL AS REVISED FEBRUARY 23, 1961 AND RECORDED IN THE RMC OFFICE FOR **GREENVILLE COUNTY IN PLAT BOOK GGG AT PAGES 456 AND 457 AND** HAVING ACCORDING TO SAID PLAT THE FOLLOWING METES AND BOUNDS, TO-WIT:

BEGINNING AT AN IRON PIN AT JOINT FRONT CORNER OF LOTS 54 AND 55, WHICH IRON PIN IS 255 FEET SOUTHWEST OF IRON PIN IN THE SOUTHWEST CORNER OF THE INTERSECTION OF KUMASI STREET WITH CARVER ROAD AND RUNNING THENCE ALONG SAID CARVER ROAD, **SOUTH 64-30 WEST 201.6 FEET** TO AN IRON PIN; THENCE ALONG THE WEST BOUNDARY OF LOT 56, **SOUTH 25-30 EAST 163.8 FEET** THROUGH AN IRON PIN TO THE CENTER OF A BRANCH AS THE LINE; THENCE ALONG THE CENTER OF SAID BRANCH, THE TRAVERSE LINE OF WHICH IS **NORTH 77-24 EAST 104.2 FEET**

TO AN IRON PIN AT JOINT REAR CORNER OF LOTS 55 AND 56; THENCE FURTHER ALONG THE CENTER OF SAID BRANCH, THE TRAVERSE LINE OF WHICH IS **NORTH 62-15 EAST 105 FEET** TO AN IRON PIN; THENCE **NORTH 25-30 WEST 219 FEET**, PARTLY ALONG THE WEST BOUNDARY OF LOT 54, TO AN IRON IN AT JOINT FRONT CORNER OF LOTS 54 AND 55, THE POINT OF BEGINNING.

THIS BEING THE IDENTICAL PROPERTY CONVEYED TO JEFFERY L. JONES BY TITLE TO REAL ESTATE OF BOBBY JOE JONES AND BETTY JO JONES DATED MAY 31, 2002 AND RECORDED JUNE 4, 2002 IN GREENVILLE COUNTY IN DEED BOOK 1997 AT PAGE 498.

Whereas the correct reference is:

ALL THOSE PIECES, PARCELS, OR LOTS OF LAND, LYING AND BEING SITUATE ON THE SOUTHERLY SIDE OF CARVER ROAD, CHICK SPRINGS TOWNSHIP, GREENVILLE COUNTY, SOUTH CAROLINA, BEING SHOWN AS LOTS 55 AND 56 ACCORDING TO PLAT OF PROPERTY OF **LILY MCC. LOFTIS**, PREPARED BY TERRY T. DILL AS REVISED FEBRUARY 23, 1961 AND RECORDED IN THE RMC OFFICE FOR **GREENVILLE COUNTY, SOUTH CAROLINA, IN PLAT BOOK "GGG" AT PAGES 456 AND 457** AND HAVING, ACCORDING TO SAID PLAT THE FOLLOWING METES AND BOUNDS, TO-WIT:

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THIS BEING THE IDENTICAL PROPERTY CONVEYED TO JEFFERY L. JONES BY TITLE TO REAL ESTATE OF BOBBY JOE JONES AND BETTY JO JONES DATED MAY 31, 2002 AND RECORDED JUNE 4, 2002 IN GREENVILLE COUNTY IN DEED BOOK 1997 AT PAGE 498.

15. The parties to the loan origination intended the Mortgage to encumber the property described in the Plaintiffs Lis Pendens filed herein. Such intent being evidenced by the inclusion of the tax map number and property address of said parcel in the subject Mortgage.

16. The legal description contained in the Mortgage should be reformed to recite the correct reference, which comports with public record, and this reformation should relate back to the date of its recording.

**PLAINTIFF'S SECOND CAUSE OF ACTION**

17. The Mortgage constitutes a first mortgage on the subject property subject only to ad valorem taxes or other liens/taxes given priority by statute.

18. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

19. Payment due on the Note has not been made as provided therein, and the Plaintiff as the holder or nominee for 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 by foreclosure.

20. The sum of \$3,575.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case

also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this Court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until the final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. Plaintiff has advanced \$2,755.00 to its counsel and such amount is included as part of advances below.

21. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited, the amount due and owing on the Note and secured by the Mortgage is as follows:

|    |   |                 |
|----|---|-----------------|
| a. | Principal                                     | \$222,302.00    |
| b. | Interest from January 1, 2022 to June 8, 2023 | \$13,004.53     |
| c. | Interest from June 9, 2023 to August 21, 2023 | \$1,802.78      |
| d. | Advances - MIP/PMI                            | \$ 282.73       |
| e. | Escrow Advances                               | \$6,727.40      |
| f. | Corporate Advances                            | \$34,827.92     |
| g. | Streamline Mods                               | \$21,784.92     |
| h. | Other Fee                                     | \$10.00         |
| i. | Late Charges                                  | \$157.92        |
| j. | Costs of Collection (prior to hearing)        | \$189.24        |
| k. | Attorneys' Fees                               | <u>\$820.00</u> |
|    | Total debt secured by Note and Mortgage       | \$301,909.44    |

Interest shall accrue to the above stated principal balance at 4.00% from the date of hearing until the date of entry of judgment. Such amount shall be added to the amount above to comprise the "Judgment Debt". After entry of judgment interest shall continue to accrue on the Judgment Debt at 4.00%. Accrued interest shall be added to the Judgment Debt and shall comprise the

amount of Plaintiff's debt secured by the Mortgage through the date which such interest is computed.

22. Plaintiff is seeking the usual foreclosure of the first mortgage and has in the complaint (or subsequently thereto in writing) and had specifically demanded the right to a personal or deficiency judgment.

23. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the Subject Property, and in the event there is a surplus from the sale of the Subject Property, these Defendants may present such claim or interest in accordance with Rule 71(c) of the South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. The Defendant State of South Carolina is made Defendant by virtue of that certain Order for The Estreatment of Bond as filed in Case Number 2014-CP-23-06271.

b. The Defendant State of South Carolina Department of Revenue is made Defendant by virtue of that certain State Tax Lien Number 514648; that certain Notice of Tax Lien as recorded in Official Records Book 0137, Page 1631.

c. The Defendant Bulldogs Marketing LLC is made Defendant by virtue of that certain Default Judgment filed in Case Number 2017-CP-23-04896.

IT IS THEREFORE ORDERED:

24. The Mortgage is reformed to recite the correct reference, which comports with public record, and this reformation relates back to the date of its recording.



25. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Orders 2009-05-22-01, and 2011-05-02-01, 2020-04-30-02 and 2020-05-06-01, and the foreclosure may proceed.
26. There is due on the Note and Mortgage the sum of \$301,909.44 as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.
27. The amount due in the preceding paragraph shall accrue interest at 4.00% and together with such interest shall constitute the total debt due Plaintiff.
28. The amount of judgment shall be subject to increase to permit Plaintiff to recover additional costs, commission, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann § 14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the Court without further hearing.
29. The Defendant(s) liable for the aforesaid judgment debt of the Note and Mortgage including interest at the rate of 4.00% per annum shall pay on or before the date of sale of the property hereinafter described to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including the costs and disbursements of this action.
30. On default of payment at or before the time of the sale of the property the mortgaged property described hereafter shall be sold by the below signed Master in Equity or

Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Greenville County Courthouse in the City of Greenville and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee on the following terms:

- a. For cash or its equivalent: an immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expenses of the action and then to Plaintiff's debt. Should the successful bidder at a regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day at the risk of the defaulting bidder.
- b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the Note rate of 4.000%.
- c. The sale shall be subject to taxes and assessment, existing easement and restrictions and any other senior encumbrances.  
  
Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.
- d. Purchaser to pay for deed preparation, costs of recording the deed and transfer taxes on the deed.

- e. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed issued by the Master in Equity or Special Referee.
- 31. A personal or deficiency judgment having been demanded, the bidding will remain open for a period of thirty (30) days after the initial sales date.
- 32. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71 SCRPC prior to sale.
- 33. The Master in Equity or Special Referee will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity/Special Referee may advertise the said premises for sale on the next of some subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.
- 34. In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the same terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
- 35. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus the indebtedness of Plaintiff 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.

36. The Master in Equity/Special Referee will apply the proceeds of the sale as follows:
- a. First to the payment of the permitted costs, charges, and expenses in this action including any Guardian ad Litem fee, Servicemember Civil Relief Act attorney fee, or any other attorneys' fee awarded under this or any other Order of this Court;
  - b. Next to the payment to 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; and the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest, allowable advances and related calculations of this Court, including the Court's award for attorneys' fees, court permitted charges and taxable costs pursuant to Rules 54 and 71 of the South Carolina Rules of Civil Procedure and the terms of the Note and Mortgage;
  - c. Next, any surplus will be held pending further Order of the Court as provided for in the South Carolina Rules of Civil Procedure, particularly Rule 71(c) SCRPC
37. In the event the successful bidder is someone other than the Defendant(s) in possession of the Subject Property, the Sheriff of Greenville County is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said property without delay and to keep said successful bidder or his assigns in such peaceable possession.
38. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishing, fixtures and items not subject to Plaintiff's

Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by other means.

39. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.
40. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.
41. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and first named Defendant, and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
42. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.
43. The subject property is:

ALL THOSE PIECES, PARCELS, OR LOTS OF LAND, LYING AND BEING SITUATE ON THE SOUTHERLY SIDE OF CARVER ROAD, CHICK SPRINGS TOWNSHIP, GREENVILLE COUNTY, SOUTH CAROLINA, BEING SHOWN AS

LOTS 55 AND 56 ACCORDING TO PLAT OF PROPERTY OF LILY MCC. LOFTIS, PREPARED BY TERRY T. DILL AS REVISED FEBRUARY 23, 1961 AND RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, IN PLAT BOOK "GGG" AT PAGES 456 AND 457 AND HAVING, ACCORDING TO SAID PLAT THE FOLLOWING METES AND BOUNDS, TO-WIT:

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TMS No. T022000108300

Property Address: 150 Carver Road Taylors SC 29687

*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. 2023CP2300845

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR HARBORVIEW MORTGAGE  
LOAN TRUST 2005-10, MORTGAGE LOAN  
PASS-THROUGH CERTIFICATES, SERIES  
2005-10  
PLAINTIFF

JEFFERY L JONES AKA JEFFERY  
LULAND JONES AKA JEFFREY LULAND  
JONES et al,  
DEFENDANT(S)

|   |   |
|---|---|
| Submitted by: <u>Albertelli Law</u><br><u>1201 Main Street, Suite 1450</u><br><u>Columbia, SC 29201</u> | Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant<br>or<br><input type="checkbox"/> 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:

| <b>INFORMATION FOR THE JUDGMENT INDEX</b>   |  |  |
|---|--|--|
| <b>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.</b> |  |  |
| <b>Judgment in Favor of<br/>(List name(s) below)</b>  | <b>Judgment Against<br/>(List name(s) below)</b> | <b>Judgment Amount To be<br/>Enrolled<br/>(List amount(s) below)</b> |
|   |  |  |

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TMS No. T022000108300  
Property Address: 150 Carver Road Taylors SC 29687

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:

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\_\_\_\_\_  
**ATTORNEY(S) FOR THE DEFENDANT(S)**



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ATTORNEY(S) FOR THE PLAINTIFF(S)

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CLERK OF COURT

**Court Reporter:**

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

**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 judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.**

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This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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## Greenville Common Pleas

**Case Caption:** US Bank National Association , plaintiff, et al vs. Jeffery L Jones ,  
defendant, et al  
**Case Number:** 2023CP2300845  
**Type:** Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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