ELECTRONICALLY FILED - 2023 Nov 01 10:44 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP2302373

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE COURT OF COMMON PLEAS C/A NO.: 2023-CP-23-02373
Planet Home Lending, LLC, Plaintiff, vs. The Personal Representative, if any, whose name is unknown, of the Estate of Shelley Barnard aka Shelley S. Barnard; Macey Miranda Barnard, and any other Heirs-at-Law or Devisees of Shelley Barnard aka Shelley S. Barnard, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, Magnolia Green Home Owners Association, and The South Carolina Department of Revenue, Defendants.	**MASTER IN EQUITY'S ORDER OF JUDGMENT OF FORECLOSURE AND SALE DECREE** (Non-Jury) (Deficiency Waived)

(File No. 4082.00223)

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

Kiera Courtney Dillon
Attorney for The South Carolina Department of Revenue
Kelley Y. Woody, Esquire
Attorney for Defendants "John Doe" and Guardian ad Litem for Defendants "Richard Roe"

Pursuant to Rule 53 SCRCP, 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 this case without further order of court. Any appeal from this Order shall be directly to the South Carolina Court of Appeals.

Pursuant to said Order of Reference a hearing was held on October 31, 2023, attended by attorneys for the Plaintiff. Exhibits were identified, offered and received into evidence. Based upon the proof made of the facts and circumstances alleged in the pleadings, I find, conclude and order as follows:

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FINDINGS OF FACT:

1) The Lis Pendens was filed on May 11, 2023.

2) The Summons and Complaint were filed on May 11, 2023.

3) Service was made upon the Defendants as shown by the proof of service filed herein.

4) The Defendants Macey Miranda Barnard, Magnolia Green Home Owners Association are in default as shown by Affidavit, Notice, or Order filed herein.

5) The Defendants and all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6) According to the affidavit filed herein, a good faith investigation did not determine that the defaulting Defendants Macey Miranda Barnard is in the military service and therefore entitled to protection under the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq., or any amendments thereto.

7) For value received, Shelley Barnard made, executed and delivered a note ("Note") dated April 22, 2021, promising thereby to pay to the order of Apex Home Loans, Inc. the sum of Two Hundred Fourty Thousand Four Hundred Three an 00/100 ($240,403.00) Dollars, with interest at the rate of 2.875% per annum, with a current rate of 2.8750% 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, Shelley Barnard made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Apex Home Loans, Inc., its successors and assigns a certain real estate mortgage ("Mortgage") in writing, dated April 22, 2021, covering real property in Greenville County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for Greenville County on April 23, 2021, in Book 5614 at Page 2691. Thereafter, by assignment recorded December 13, 2022 in Book 5718 at Page and 3543 and by corrective assignment recorded on May 5, 2023 in Book 5733 at Page 2173, the mortgage was assigned to the Plaintiff;

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a purchase money first mortgage lien on the mortgaged premises.

10) Thereafter, Shelley Barnard aka Shelley S. Barnard passed on August 23, 2022 leaving the Property to her heir, namely Macey Miranda Barnard; that the Defendant, Macey Miranda Barnard, is the owner and holder of record title to the Property as of the date of the filing of the Notice of Pendency to this action.

11) The Personal Representative, if any, of the Estate of Shelley Barnard aka Shelley S. Barnard, is a Defendant in this action in such fiduciary capacity as representative of any person or entity that may be

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a creditor or claimant against such Estate, and by virtue of the powers granted by decedent's Will or by statute.

12) Macey Miranda Barnard, and any unknown heirs or devisees of the Estate of Shelley Barnard aka Shelley S. Barnard, including any persons who may be in the military service of the United States of America, being a class designated as John Doe, and any unknown minors or persons under a disability being a class designated as Richard Roe are Defendants in this action by virtue of any interest claimed under the law of intestate succession (S.C. Code §62-2-109) or under decedent's Will.

13) Kelley Y. Woody, Esquire, a member of the South Carolina Bar, has been appointed Guardian ad Litem for each Defendant who are unknown persons, persons in the military service of the United States of America, designated as "John Doe"; unknown minors and persons under disability, constituted as a class designated as "Richard Roe", and has filed an answer, appeared and actively participated herein. The sum of $500.00 is a reasonable fee to allow such Guardian ad Litem for services rendered until final adjudication of this action, which fee shall constitute a cost of this action.

14) The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage.

15) The titleholder of record of the subject property as of the filing of the Lis Pendens in this action is Macey Miranda Barnard.

16) Any notice required by the terms of the Note and/or Mortgage or by state or federal statutes has been given to the applicable Defendants prior to the commencement of this action.

17) The Note payments which became due on August 1, 2022, and subsequent months, have not been made as provided for therein, and the Plaintiff, as 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 its attorney for collection by foreclosure.

18) The sum of $3,235.00 is a reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. The inclusion of 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.

19) The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of the within action, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a) Principal amount due as of August 1, 2022	$234,385.01

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(b) Interest from July 1, 2022 to October 7, 2023 at a current rate of 2.8750% Per Diem Interest from October 8, 2023 to October 31, 2023	$8,534.02 $424.58
(c) Advances	
Escrow	$1,304.96
Total Fees	$10.00
Corporate Advances	$1,484.75
(d) Late charges	$343.56
(e) Costs of collection prior to hearing (service of process, filing fees, etc.)	$3,048.13
(f) Attorneys Fee	$3,235.00
Total debt secured by Note and Mortgage, including interest to date shown	**$252,770.01**

20) 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 2.8750% 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.

21) The Plaintiff is seeking the usual foreclosure of the mortgage and has in the Complaint, or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b) SCRCP.

22) The following Defendant(s) claim(s) or may claim a lien upon or interest in the subject property or are otherwise involved in this matter. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of such liens will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

Magnolia Green Home Owners Association, by virtue of, but not limited to, any lien or enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions recorded herein, and any amendments thereto. Any such interest or lien upon the subject property is junior and subordinate to Plaintiff's mortgage.

The South Carolina Department of Revenue, by virtue of any lien(s) of record, including, but not limited to, a Notice of State Tax Lien against Shelley Barnard, bearing Tax Lien Number 1037464, in the amount of $2,036.57 and filed on December 16, 2022 in the State Tax Lien Registry. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

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CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1) The Plaintiff's Mortgage should be declared a purchase money first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

2) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises so sold, or any part thereof.

3) Pursuant to Rule 53, SCRCP, this Order shall constitute a final judgment.

4) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of $252,770.01, as set out in the Findings of Fact *supra.*

5) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 2.8750% per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the Court without further finding.

6) The Defendants liable for the aforesaid judgment debt including interest at the rate of 2.8750% per annum 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.

7) On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, at public auction, at 11:00 a.m. at the County Courthouse in 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 some other day appointed by the Court), on the following terms, that is to say:

8) For Certified Funds: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in certified funds or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the

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regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

9) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 2.8750%.

10) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

11) A personal or deficiency judgment having been waived, bidding will conclude at the fall of the gavel on the date of the sale. Compliance with the bid may be made immediately.

12) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

13) The Master in Equity, will, by advertisement according to law, give notice of the time and place of such 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 if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within twenty (20) days after the conclusion of the bidding, then the 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.

14) In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

15) If Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses and 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.

16) The 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 (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus should be held pending further Order of this court.

17) In the event the successful bidder is other than the Defendant(s) in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, 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

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located thereon, and put the successful purchaser 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. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act (12 U.S.C. 5220).

18) In the event the successful purchaser is someone 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 furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, 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 property on the public street or highway or by any other means.

19) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed 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 Master in Equity, who executes such deed as grantor.

20) 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.

21) The following is a description of the premises herein ordered to be sold:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 2, Magnolia Green Phase 1 on a plat thereof prepared by 3D Land Surveying, dated October 23, 2019 and recorded in Plat Book 1362 at Page 33 in the ROD Office for Greenville County, South Carolina. Reference is hereby made to said plat of record for a more complete and accurate description as to the metes and bounds, courses and distances as appear thereon.

Being the same property conveyed to Shelley Barnard by deed of SK Builders, Inc., dated March 30, 2021 and recorded April 23, 2021 in Deed Book 2622 at Page 1273; thereafter, upon information and belief, Shelley Barnard aka Shelley S. Barnard passed on August 23, 2022 leaving the Property to her heirs, namely Macey Miranda Barnard.

TMS No. G006.09-01-002.00

Property Address: 4 Magnolia Green Drive, Greer, SC 29650

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023-CP-23-02373

Planet Home Lending, LLC

PLAINTIFF

vs.

The Personal Representative, if any, whose name is unknown, of the Estate of Shelley Barnard aka Shelley S. Barnard; Macey Miranda Barnard, et al

DEFENDANTS.

Submitted by: Riley Pope & Laney, LLC Post Office Box 11412, Columbia, SC 29211	Attorney for Plaintiff

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), 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 – _____

☐ **STAYED DUE TO BANKRUPTCY**

☐ **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 PUBLIC 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:
Tax Map # G006.09-01-002.00; 4 Magnolia Green Drive, Greer, SC 29650

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**

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For Clerk of Court Use Only

This judgment was entered on the _____ day of _____, 2023, and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2023 to attorneys of record or to parties (when appearing pro se) as follows:

Attorneys for Plaintiff:
Riley Pope & Laney, LLC
Post Office Box 11412
Columbia, SC 29211

Defendants:
Estate of Shelley Barnard aka Shelley S. Barnard
4 Magnolia Green Dr.
Greer, SC, 29650

Macey Miranda Barnard
708 Highland Dr.
Morristown, TN, 37813

Magnolia Green Home Owners Association
c/o its Registered Agent
Indu Vakharia
109B Regency Commons Drive
Greer, SC, 29650

Kiera Courtney Dillon, Esquire
Attorney for The South Carolina Department of Revenue
300A Outlet Pointe Blvd
Columbia, SC 29201

_____
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.

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Greenville Common Pleas

Case Caption: Planet Home Lending LLC vs. Shelley Barnard , defendant, et al

Case Number: 2023CP2302373

Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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