

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
BankUnited, N.A.,
Plaintiff,
v.
Holly E. Welch, Holly E. Welch
Enterprises, Inc., All In Credit Union,
Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
CASE NO. 2022-CP-23-06599
**ORDER FOR JUDGMENT OF
FORECLOSURE AND SALE
(Deficiency Demanded as to Holly E.
Welch and Holly E. Welch Enterprises,
Inc.)**

Pursuant to the Order of Reference entered July 10, 2023 in the above captioned action, a hearing was held on September 27, 2023, attended by counsel for the Plaintiff, Luke M. Allen, counsel for Holly E. Welch and Holly E. Welch Enterprises, Inc., William Penn, and counsel for All In Credit Union, Benjamin Grimsley.

The hearing was set to determine the amount due on the debt that is the subject of this action.

Testimony concerning the amount due on the debt was proffered, which is herewith reported, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT

1. The Lis Pendens was filed in the Greenville County Clerk of Court's Office on December 7, 2022, and designated as Lis Pendens No. 2022-LP-23-00827. The Summons and Complaint was filed in the Greenville County Clerk of Court's Office on December 7, 2022, and designated as Case No. 2022-CP-23-06599. An Amended Summons and Complaint, Certificate of Exemption from ADR and Notice of Foreclosure Intervention were filed on December 9, 2022.

2. The Pleadings were served upon the Defendants Holly E. Welch and Holly E. Welch Enterprises, Inc. by personal service on December 15, 2022, as evidenced by the Affidavit of Service filed with the Court on September 22, 2023. William Penn filed an Answer with the Court on behalf of this Defendant on January 13, 2023, along with a Notice of Request for Foreclosure Intervention. On June 8, 2023, Plaintiff's counsel filed a Notice of Denial of Foreclosure Intervention and Attorney Certification regarding the same.

3. The Pleadings were served upon the Defendant All In Credit Union as evidenced by the Affidavit of Service filed with the Court on September 22, 2023. This Defendant filed its

Answer with the Court on January 26, 2023. This Defendant does not challenge the relief requested by the Plaintiff in this action.

4. According to the Order of Reference entered July 10, 2023, this action was referred to the Master in Equity for Greenville County, to take testimony arising under the pleadings and to make his findings of fact and conclusions of law and with authority to enter final judgment in this case. Any appeal from any judgment issued by the Master in Equity shall be to the Supreme Court or the Court of Appeals, as provided by the South Carolina Appellate Court Rules.

5. The Defendants were notified of the date, time and location of the hearing in this matter by Notice of Hearing dated and served by U.S. Mail, on September 6, 2023.

6. On June 28, 2018, Holly Welch (“Grantor”), as president of Holly Welch Enterprises, Inc. (“Borrower”), made, executed and delivered to Plaintiff a Promissory Note (the “Note”). A true and correct copy of the Note and its terms and conditions were filed electronically with the Court prior to this hearing. Pursuant to the Note, the Borrower promised to pay to BankUnited, Inc., the principal sum of Nine Hundred Fifty-One Thousand and 00/100 Dollars (\$951,000.00), together with interest thereon as stated in the Note, payable pursuant to the terms and conditions stated in the Note.

7. Simultaneously with the execution of the Note, and in order to secure the obligations stated therein, the Grantor made, executed and delivered to Plaintiff a Mortgage (“Mortgage”) in and to the following described real property, commonly known as 6 Rusty Court, Simpsonville, South Carolina 29680, Greenville County Tax Map Number 0574.27-01-029-00 (the “Property”):

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. 29, Creek Bank Commons on a plat thereof, prepared by Perry Ray Dunn, dated June 8, 2004 and recorded in Plat Book 49-L at Page 55 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.

This being the same property conveyed unto KAHREEM HOGAN, as Trustee of THE EAAHTIL LIVING TRUST by Deed of Kahreem Hogan, dated 11/14/13 and recorded 11/22/13 in Deed Book 2435, Page 1277, in the ROD Office for Greenville County, South Carolina.

GREENVILLE COUNTY
TMS # 0574.27-01-029.00

8. The Mortgage was recorded July 5, 2018 in the Office of the Register of Deeds for Greenville County in Book 5442 at Page 5971.

9. Simultaneously with the execution of the Note and Mortgage, the Grantor Holly E. Welch, individually, executed and delivered to Plaintiff an Unconditional Guarantee (“Guarantee”), pursuant to which she unconditionally guaranteed payment to Plaintiff all amounts owing under the Note.

10. As of the date of the filing of the Lis Pendens associated with this action, the owner of record of the Property was the Grantor Holly E. Welch.

11. The Mortgage constitutes a second lien on the Property, junior only to that mortgage from Holly Welch to Mortgage Electronic Registration Systems, Inc., as nominee for South State Bank, in the original amount of \$128,000.00, dated October 1, 2015, and recorded in the Office of the Register of Deeds for Greenville County, South Carolina on October 6, 2015 in Book 5313 at Page 2210.

12. The Defendant All In Credit Union may claim a lien or interest in the Property by virtue of that UCC Financing Statement dated August 31, 2021 from Holly Welch, recorded in the Office of Register of Deeds for Greenville County, South Carolina on August 31, 2021, in Book FI 2021 at Page 3229. Any lien or interest held by this defendant is junior and subordinate to Plaintiff’s.

13. The Note and Mortgage provide that upon failure to make payments thereunder when due, the entire outstanding balance under the Note and Mortgage shall, at the option of the Plaintiff, become immediately due and payable, and the Plaintiff may foreclose its Mortgage.

14. The Borrower and Grantor are in default under the terms and conditions of the Note and Mortgage for failure to make payments as required by the Note when due. The total amount due is \$729,053.74.

15. The Plaintiff has elected to declare the default and to declare that the total unpaid amount due under the Note and Mortgage is due and payable. The Plaintiff further elects to foreclose its Mortgage on the Property, reserving all other rights and remedies that the Plaintiff may have under the Note and Mortgage.

16. Pursuant to the terms of the Note and Mortgage, the Plaintiff is entitled to reasonable attorney’s fees for its attorney and Four Thousand Eight Hundred 00/100 Dollars

(\$4,800.00) is a reasonable fee for the services provided by Plaintiff's counsel through the conclusion of this matter. Further, the Note and Mortgage provide that the Plaintiff is entitled to recover the costs incurred in the collection of the amount due on the Note. The costs incurred by Plaintiff are One Thousand and Sixty-Seven 00/100 Dollars (\$1,067.00). An Affidavit of Attorney's Fees and Costs to the Court was electronically filed with the Court prior to this hearing.

17. There is now due and owing to the Plaintiff, as of September 22, 2023, is as follows:
- (a) Principal Due \$648,219.53
 - (b) Accrued and unpaid interest of \$66,814.01;
 - (c) Late charges of \$7,515.20;
 - (d) Costs of \$1,067.00;
 - (e) Attorney's fees of \$4,800; and
 - (f) Appraisal fee of \$1,705.00

Total Debt Due: \$729,053.74,

Interest continues to accrue at a rate of \$198.06 per day until Judgment is entered and after that, then the sum of the Total Amount Due plus any additional accrued interest after the entry of judgment to the date of the judicial sale, shall accrue interest at the rate provided by statute for interest on judgments in South Carolina.

CONCLUSIONS OF LAW

I, therefore, conclude that:

1. Plaintiff has complied with the Supreme Court's Administrative Order dated May 2, 2011.
2. The Plaintiff should have judgment of foreclosure of the Mortgage. The Plaintiff is entitled to the immediate entry of judgment against the Borrower in the amount of the Total Debt, which Judgment shall be reduced by the proceeds of the foreclosure sale anticipated in this Order.
3. If the Total Debt is not paid, the Property should be ordered sold at public auction after due advertisement and the proceeds of that sale should be used to pay the Total Debt as provided in this Order.

4. Plaintiff seeks a deficiency judgment against Holly E. Welch, individually, pursuant to the Guarantee. Plaintiff seeks a deficiency judgment against Holly E. Welch Enterprises, Inc., pursuant to the Note.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Plaintiff has complied with the Supreme Court's Administrative Order dated May 2, 2011.

2. Plaintiff's Mortgage constitutes a second lien upon the Property, junior only to that mortgage from Holly Welch to Mortgage Electronic Registration Systems, Inc., as nominee for South State Bank, in the original amount of \$128,000.00, dated October 1, 2015, and recorded in the Office of the Register of Deeds for Greenville County, South Carolina on October 6, 2015 in Book 5313 at Page 2210.

3. There is due to the Plaintiff on the Note the sum of Seven Hundred Twenty-Three Thousand One Hundred Eighty-Six and 74/100 Dollars (\$723,186.74) as of September 22, 2023. Interest continues to accrue at a rate of \$198.06 per day until the date of this Order. On the date of this Order, accrued interest shall be added to the Total Amount Due and that total shall be the Total Debt. Interest shall accrue on the Total Debt from the date of this Order until paid at the rate provided by statute for interest on judgments.

4. Plaintiff is entitled to reasonable attorney's fees for its attorney and to the costs and disbursements of this action. The amount of those fees is Four Thousand Eight Hundred and 00/100 Dollars (\$4,800.00) and should be added to the debt as indicated above. The amount of those costs is One Thousand and Sixty-Seven 00/100 Dollars (\$1,067.00) and should be added to the debt as indicated above. The total amount of the debt due is \$729,053.74.

5. On default of the payment of the Total Debt at or before the time herein indicated, the Property should be sold by the undersigned or his agent, at public auction, at the Greenville County Courthouse, 305 E. North Street, 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 the day designated by the selling officer succeeding such holiday), on the following terms, that is to say:

The sale shall be for cash, and the highest bidder shall be required to make a cash deposit of five (5%) percent on the bid as earnest money and as evidence of good faith. If the Plaintiff is the successful bidder at the sale, the Plaintiff may, after paying the costs of the sale, apply the debt due upon its Mortgage against its bid in

lieu of cash. Should the person making the highest bid at the sale fail to comply with the terms of his bid by depositing the said five (5%) percent, then the Property shall be sold at the risk of such bidder on the same sales date or some subsequent date as the selling officer may find convenient and advantageous. Should the last and highest bidder fail to comply with the terms of his bid within thirty (30) days of the final acceptance of his bid, then the selling officer shall re-advertise and resell the Property on the same terms on a subsequent date at the risk of such bidder. **Because a deficiency judgment is being demanded, the bidding shall not be closed upon the day of the sale but shall remain open until the thirtieth day after the sale. Persons submitting additional bids after the initial sale shall deposit five (5%) percent of their bids in cash as prescribed above.** The Greenville County Master in Equity or his designated representative shall promptly return all deposits except the deposit securing the highest bid. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 11.50%. The sale shall be subject to Greenville County Property taxes, existing easements and restrictions, and any homeowner's association assessments accruing subsequent to the date of the deed/title issued to the purchaser. Purchaser shall pay all costs of recording the deed.

6. If the proceeds of the public sale of the Property are insufficient to fully satisfy the indebtedness owed pursuant to the Loan Documentation, plus expenses, costs and attorney's fees, **the Plaintiff's Judgment shall continue as a deficiency amount against Holly E. Welch, individually, pursuant to the Guarantee, and against Holly E. Welch Enterprises, Inc. pursuant to the Note.**

7. After advertisement according to law, given notice of the time and place of such sale, and the terms thereof, that the Greenville County Master in Equity convey to the purchaser, or purchasers, a deed to the premises sold; and that 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, the Court may advertise the said premises of sale on the next, or some other subsequent sales day, at the risk of the former highest bidder, and so from time to time thereafter until a compliance shall be secured. The deed will be taken subject to payment by grantee of any taxes or special assessments constituting a lien against the Property. Pursuant to S.C. Code Ann. §12-24-40(13), the successful bidder, other than Plaintiff, shall pay the cost of deed stamps on said deed.

8. The proceeds of the sale shall be applied as follows:

FIRST, to payment of the amount of the costs and expenses of this action, including the Master in Equity Commission and the costs of advertising the Notice of Sale, and any taxable disbursements by the attorneys in the action;

SECOND, to the payment of Plaintiff or Plaintiff's attorney, of the amount of the Total Debt and interest, or so much thereof as the purchase money will pay on the same.

THIRD, any surplus proceeds to be held subject to further order of this Court.

10. That upon the making of the sale of the Property, as hereby ordered, and the execution and delivery to the purchaser of a deed to the Property, the said purchaser or purchasers be let into possession of the Property on production of the deed; and the Sheriff of Greenville County shall put the holder of the deed into possession of the premises.

11. The Defendants, and all persons whosoever claiming under them, be forever barred and foreclosed of all right, title and interest and equity of redemption in the Property so sold, or any part thereof.

12. The undersigned Master in Equity will retain jurisdiction to do all 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) SCRPC.

13. 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. 29, Creek Bank Commons on a plat thereof, prepared by Perry Ray Dunn, dated June 8, 2004 and recorded in Plat Book 49-L at Page 55 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.

This being the same property conveyed unto KAHREEM HOGAN, as Trustee of THE EAAHTIL LIVING TRUST by Deed of Kahreem Hogan, dated 11/14/13 and recorded 11/22/13 in Deed Book 2435, Page 1277, in the ROD Office for Greenville County, South Carolina.

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Property Address: 6 Rusty Court, Simpsonville, South Carolina, 29680

14. If the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the Property, then the sale of the Property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

IT IS SO ORDERED.

[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. 2022-CP-23-0659

BankUnited, N.A

Holly E. Welch, Holly E. Welch Enterprises,
Inc., All In Credit Union

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Luke M. Allen Adams and Reese LLP 1221 Main Street, Suite 1200 Columbia, SC 29201	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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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 : **Master in Equity's Order for Judgment of Foreclosure and Sale – DEFICIENCY WAIVED.**

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)
BankUnited, N.A	Holly E. Welch, Holly E. Welch Enterprises, Inc., All In Credit Union	N/A – Foreclosure, Deficiency Demanded.
If applicable, describe the property, including tax map information and address, referenced in the order: TMS No. 0574.27-01-029.00 6 Rusty Court, Simpsonville, South Carolina, 29680 See Order and Judgment of Foreclosure and Sale for legal description.		

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.



Greenville Common Pleas

Case Caption: BankUnited NA vs. Holly E Welch , defendant, et al

Case Number: 2022CP2306599

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

And It Is So Ordered!

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