

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Rocket Mortgage, LLC f/k/a Quicken Loans, LLC,

Plaintiff,

v.

Myra Hickman; Colton Z. Hickman; Chandler M. Hickman; Dividend Solar Finance, LLC.; KeyBank National Association;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2023CP2303426

JUDGMENT OF FORECLOSURE AND SALE  
Deficiency Judgment Waived

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(020139-00463)

John J. Hearn, Esquire  
Attorney for the Plaintiff

A hearing was held November 7, 2023 at 11:00am. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on July 5, 2023.
2. The Summons and Complaint were filed on July 5, 2023.
3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
4. The Defendant(s) Myra Hickman, Colton Z. Hickman, Chandler M. Hickman, Dividend Solar Finance, LLC and KeyBank National Association are in default.
5. The Defendant(s) Myra Hickman, Colton Z. Hickman, Chandler M. Hickman, are not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. 3901 et. seq. as shown by affidavit, certificate or order filed herein.
6. No Defendant raised any issues related to Plaintiff's standing to prosecute this action.

7. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011 and with the South Carolina Supreme Court Administrative Order 2020-04-30-02 and 2020-05-06-01.

8. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

9. Rick C. Hickman for value received, made, executed and delivered a(n) Fixed Rate Note dated February 4, 2022 promising thereby to pay to Plaintiff or its predecessor the sum of \$124,250.00 with interest at 2.958% per annum. Other terms and conditions are stated in the Fixed Rate Note, of record herein.

10. To better secure the payment of the Fixed Rate Note described above, Rick C. Hickman made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Rocket Mortgage, LLC f/k/a Quicken Loans, LLC a certain real estate Mortgage in writing, dated February 4, 2022 covering real property in Greenville County, which is the same as that described in the Complaint. This Mortgage was filed on February 9, 2022, and is of record in the Office of RMC/ROD in Book 5675 at Page 849. This mortgage was assigned to Rocket Mortgage, LLC by assignment dated June 12, 2023 and recorded June 21, 2023 in Book 5739 at Page 402 in the Register of Deeds Office for Greenville County.

11. This Mortgage constitutes a first priority lien on the subject property, subject only to ad valorem taxes or other liens given priority by statute.

12. 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.

13. Subsequently, Rick C. Hickman died intestate on January 3, 2023, leaving the subject property to his heir(s) Myra Hickman, Colton Hickman and Chandler Hickman.

14. Plaintiff established that the Note is in default for failure to make the February 1, 2023 and all subsequent payments.

15. The titleholder(s) in and to the subject property as of the filing of the lis pendens in this action is Rick C. Hickman.

16. Payment due on the Fixed Rate Note was not made as provided for therein, and Plaintiff, as the holder or nominee for the holder thereof, elected to require immediate payment of the entire amount due thereon and placed the Fixed Rate Note and Mortgage in the hands of the attorney herein for remedy by foreclosure.

17. The sum of \$3,550.00 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 Fixed Rate 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 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 \$2,140.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

18. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Fixed Rate Note, with interest at the rate provided in the Fixed Rate Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Fixed Rate Note and Mortgage, is as follows:

(a)	Principal due February 1, 2023 .....	\$121,965.23
	Interest from January 1, 2023 through August 20, 2023 at 2.958% per annum .....	\$2,292.28
	Interest from August 20, 2023 through November 7, 2023 at 2.958% per annum .....	\$770.64
(b)	Allowable Advances (Escrow advances, corporate charges, paid attorney fees, paid costs and expenses from the foreclosure action, and/or other charges) .....	\$2,375.26
(c)	Outstanding Costs of collection prior to hearing (service, filing, etc.) .....	\$1,773.24
(d)	Allowable Late Charges .....	\$79.83
(e)	Attorney fee (awarded herein, but unpaid) .....	\$1,410.00
	TOTAL debt secured by Fixed Rate Note and Mortgage, including interest to date shown .....	\$130,666.48

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 2.958% per annum (pursuant to the terms of the Fixed Rate Note and first Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the first Mortgage through the date to which such interest is computed.

19. Plaintiff is seeking the usual foreclosure of the first mortgage and has in the Complaint (or subsequently thereto in writing) expressly waived the right to a personal or deficiency judgment.

20. 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 Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. Myra Hickman, Colton Hickman and Chandler Hickman and any unknown heirs or devisees of the Estate of Rick C. Hickman, 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, by virtue of any interest claimed under the law of intestate succession (S.C. Code Section 62-2-109) or under decedent's will

b. Dividend Solar Finance, LLC., by virtue of a Uniform Commercial Code Financing Statement given by Rick Hickman recorded on February 14, 2022 in Book FI 2022 at Page 0748. Also including any other liens they may have.

c. KeyBank National Association, by virtue of a Uniform Commercial Code Financing Statement given by Rick C. Hickman recorded on July 22, 2022 in Book FI 2022 at Page 3120. Also including any other liens they may have.

**IT IS THEREFORE ORDERED:**

21. The South Carolina Supreme Court Administrative Order 2009-5-22-1 dated May 22, 2009 is not applicable because the Home Affordable Modification Program expired before commencement of this action. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011 and with the South Carolina Supreme Court Administrative Orders 2020-04-30-02 and 2020-05-06-01, and the foreclosure action may proceed.

22. There is due to the Plaintiff on the Fixed Rate Note and first Mortgage set forth in the Complaint the sum of \$130,666.48 dollars, as set out 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.

23. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

24. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, 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.

25. The Defendant(s) liable for the aforesaid judgment debt of the Fixed Rate Note and Mortgage including interest at the rate of 2.958% 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 with the costs and disbursements of this action. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter 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 expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 20 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and 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 2.958%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

26. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

27. Plaintiff may waive any of its rights, in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.

28. The Master in Equity 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 20 days after date of sale, 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.

29. 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 this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

30. 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.

31. The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem fee, Servicemember Civil Relief Act attorney fee, or any other attorney's fees awarded under this or any other Order of this Court;

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 attorney 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;

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) of the South Carolina Rules of Civil Procedure.

32. In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property and a Writ of Assistance is presented to the Court after said Deed is properly recorded in the ROD Office for Greenville County, 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 purchaser or his assigns in full, quiet, and peaceable possession of said property within a reasonable time, and to place said successful purchaser or his assigns in such peaceable possession.

33. In the event the successful purchaser 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 furnishings, 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 any other means.

34. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is 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.

35. 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.

36. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), 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.

37. 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.

38. The following is a description of the property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, SITUATE, LYING AND BEING IN GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, CONTAINING 0.64 ACRES, MORE OR LESS, AS SHOWN ON PLAT PREPARED BY SITE DESIGN, INC, DATED MAY 10, 2010 AND RECORDED IN PLAT BOOK 1103 AT PAGE 27 IN THE REGISTER OF DEEDS OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, AND HAVING SUCH COURSES AND DISTANCES, METES AND BOUNDS, AS WILL BE SHOWN BY REFERENCE TO SAID PLAT, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE.

ALSO:

ALL THAT PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING ON THE NORTHERN SIDE OF CLEVELAND DRIVE, NEAR THE CITY OF GREENVILLE, COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS 1.58 ACRES, MORE OR LESS, SAID TRACT BEING SHOWN ON A PLAT PREPARED FOR JOSEPH L. SCOTT AND PAMELA M. SCOTT BY CAROLINA SURVEYING CO., DATED APRIL 4, 1977 AND RECORDED APRIL 22, 1977 IN THE REGISTER OF DEEDS OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, IN PLAT BOOK 6-B AT PAGE 87. REFERENCE TO SAID PLAT IS HEREBY MADE TO SAID PLAT FOR A MORE COMPLETE DESCRIPTION AS TO METES AND BOUNDS, COURSES AND DISTANCES.

Being the same property conveyed to Rick C. Hickman by Joseph L. Scott and Pamela A. Scott, by deed dated September 13, 2013 and recorded September 17, 2013 of record in Deed Book DE2431, Page 3965 Instrument/ Case No. 2013079224, in the County Clerk's Office; subsequently, Rick C. Hickman died on January 3, 2023, leaving the subject property to his heir(s) Myra Hickman, Colton Hickman and Chandler Hickman.

Property Address: 106 Old Cleveland Rd  
Piedmont, SC 29673

TMS/PIN# WG07000200702

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. 2023CP2303426**

Rocket Mortgage, LLC f/k/a Quicken Loans, LLC

Myra Hickman; Colton Z. Hickman; Chandler M. Hickman; Dividend Solar Finance, LLC.; KeyBank National Association;

PLAINTIFF(S)

DEFENDANT(S)

<p><b>Submitted by:</b> John J. Hearn (SC Bar # 6635); Brian P. Yoho (SC Bar #73516); Jeriel A Thomas (SC Bar # 101400) Attorneys for the Plaintiff Rogers Townsend, LLC 1221 Main Street, 14<sup>th</sup> Floor Post Office Box 100200 Columbia, SC 29202 (803) 744-4444 (803) 343-7013 - Fax info@rogerstownsend.com</p>	<p><b>Attorney for :</b> <input checked="" type="checkbox"/> Plaintiff      <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant</p>
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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 \_\_\_\_\_
- 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 : As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

<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 (List name(s) below)</b>	<b>Judgment Against (List name(s) below)</b>	<b>Judgment Amount To be Enrolled (List amount(s) below)</b>

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, SITUATE, LYING AND BEING IN GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, CONTAINING 0.64 ACRES, MORE OR LESS, AS SHOWN ON PLAT PREPARED BY SITE DESIGN, INC, DATED MAY 10, 2010 AND RECORDED IN PLAT BOOK 1103 AT PAGE 27 IN THE REGISTER OF DEEDS OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, AND HAVING SUCH COURSES AND DISTANCES, METES AND BOUNDS, AS WILL BE SHOWN BY REFERENCE TO SAID PLAT, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE.

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WG07000200702

106 Old Cleveland Rd  
Piedmont, SC, 29673

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/Master in Equity/Special Referee

\_\_\_\_\_  
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:

\_\_\_\_\_  
Rogers Townsend, LLC  
\_\_\_\_\_  
P.O. Box 100200  
\_\_\_\_\_  
Columbia, SC 29202-3400  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE PLAINTIFF(S)**  
**020139-00463**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE DEFENDANT(S)**  
\_\_\_\_\_  
**CLERK OF COURT**

Myra Hickman  
100 Prospect Court  
Anderson, SC 29625

Colton Z. Hickman  
5540 Cutler Lake Road  
Blue Rock, OH 43720-9738

Dividend Solar Finance, LLC.  
317 Ruth Vista Road  
Lexington, SC 29073

KeyBank National Association  
508 Meeting Street  
West Columbia, SC 29169

**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.**

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

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

\_\_\_\_\_  
\_\_\_\_\_



## Greenville Common Pleas

**Case Caption:** Rocket Mortgage Llc , plaintiff, et al vs. Myra Hickman , defendant, et al  
**Case Number:** 2023CP2303426  
**Type:** Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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