

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Property Not for Sale, LLC,

Plaintiff,

v.

Habibah Horne and all heirs, successors,
devises, distributes, Administrators,
Executors and Personal Representatives
claiming through her,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2023-CP-23-02963

MASTER'S ORDER AND JUDGMENT OF
FORECLOSURE

DEFICIENCY WAIVED

Pursuant to Rule 53 of the SCRCF, this case was referred to the undersigned by Order dated October 2, 2023, to make appropriate findings of fact and conclusions of law, with authority to enter a final judgment in the case. Any appeal from the final judgment so entered will be to the South Carolina Court of Appeals.

Pursuant to the said Order of Reference a hearing was held on March 12, 2024, and was attended by Plaintiff's attorney. Defendants are not in default, by virtue of an Answer filed on Defendants' behalf by the Court-appointed Guardian *ad Litem*. Evidence was offered and received as shown in the court reporter's transcript. Based on the evidence, I find and conclude as follows:

PROCEDURAL HISTORY

1. The Lis Pendens was filed on **June 13, 2023**.
2. The Summons and Complaint were filed on **June 13, 2023**.

3. The Certification of Compliance with the Coronavirus Aid, Relief and Economic Security Act was filed on June 13, 2023.

4. Service was attempted via regular U.S. Mail, process server, and finally by Notice by Publication upon the Defendant(s) named in this Order as shown by the affidavits and certificates of service filed with the Court.

5. The Defendants filed an Answer by and through the Court-appointed Guardian *Ad Litem*, entered on September 26, 2023. According to the affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act, 50 U.S.C. App. §501, *et seq.* and any amendments thereto.

6. The Home Affordable Modification Program expired on December 31, 2016, and therefore does not apply to this action. Plaintiff has completed the Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), pursuant to S.C. Supreme Court Order No. 2020-05-12-01 and 2020-05-06-01, verifying that the loan involved herein is not a Federally Backed Mortgage Loan as defined by 4022(a)(2) of the CARES Act. Specifically, the foreclosure moratorium cited in Section 4022(c)(2) of the CARES Act expired as of May 18, 2020, and the property and mortgage are not currently subject to a forbearance plan as defined in Section 4022(b) and (c) of the CARES Act. A copy of the Certification of Compliance with the CARES Act is attached to the Complaint as **Exhibit A** and incorporated herein by reference.

7. Plaintiff's Certification of Exemption from Administrative Order No. 2011-05- 02-01 is attached to the Complaint as **Exhibit B** and incorporated herein by reference.

FINDINGS OF FACT

1. For value received, Habibah Horne made, executed and delivered a Note dated January 26, 2018, promising there by to pay to the order of Brenda J. Adams the sum of Thirty-Five Thousand and 00/100 (\$35,000.00) Dollars principal with interest at 3% per annum. Other terms and conditions are stated in the Note, which is of record herein.

2. To better secure the payment of the Note Described above, the said Lender/Note Holder, Brenda J. Adams, made, executed and delivered to Habibah Horne (borrower) a mortgage in writing dated January 26, 2018, covering real property in Greenville County, which is the same as that described in the Complaint. The mortgage was filed on February 1, 2018, and is of record in the Office of the Register of Deeds for Greenville County in Mortgage Book MO 5423 at Pages 3502 - 3505.

3. The above referenced instrument constitutes a first mortgage lien and is a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

4. Payment due on the Note has 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 the attorney herein for collection.

5. I find that since the inception of this action, Plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens.

6. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorneys' fees, secured by the Note and Mortgage, is as follows:

- (a) Principal: \$10,062.40.

- (b) Interest from September 1, 2021, through March 12, 2024: \$2,651.67
- (c) Late Charges: \$800.00
- (d) Delinquent/unpaid amounts: \$6,110.10
- (e) Costs of collection: \$2,092.03
- (f) Attorney Fees: \$4,500.00
- TOTAL DEBT \$26,216.20**

Interest for the period from the date shown above, through the date of this Judgment at the 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 current rate of 3% 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.

7. That the Plaintiff specifically waives its rights to a deficiency judgment.

8. The loan is not applicable for the Home Affordable Modification Program as that program sunset on December 31, 2016.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of \$26,216.20, representing the “Total Debt” due Plaintiff as set forth supra, together with

interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the current rate of 3% percent per annum.

3. That the Defendants liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master-In-Equity at public auction at the County Court House in Greenville County, South Carolina, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The Master-In-Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of noncompliance within Twenty (20) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the current rate of 3% percent.

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

D. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

E. If the successful bidder is a third party other than the Plaintiff, interest on the balance of the bid shall be paid to the date of compliance at the rate listed in the figures above.

5. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, Plaintiff may pay to the undersigned Master-In-Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. 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.

7. That the Master-In-Equity will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within Twenty (20) days after date of sale, 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.

8. That the Master-In-Equity will apply the proceeds of the sale as follows:

FIRST: To 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, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further Order of the court.

9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Greenville County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

10. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

11. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record.

12. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Master-In-Equity is

authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

13. The 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.

14. Upon issuance of a Master-In-Equity's Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows: That Mortgage originally given to Habibah Horne by Brenda J. Adams, dated January 26, 2018, and recorded February 1, 2018, in Mortgage Book MO 5423 at pages 3502 - 3505.

15. 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 12 on plat recorded in the Greenville County ROD Office in Plat Book B at Page 199, together with a contiguous parcel located to the south and rear of Lot 12 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of property now or formerly of H.L. Bryant and in the rear line of Lot 12 and running thence in a southwesterly direction 38.5 feet to a pin; thence in a southwesterly direction 122 feet to Merritt Street; thence running along Merritt Street N. 18-03 W. 20 feet 8 inches to the rear corner of Lot 11; thence with the rear line of Lots 11 and 12 N. 69-30 E. 124 feet to the point of beginning.

This being the same property conveyed unto Habibah Horne by deed of Brenda J. Adams, recorded in the Greenville County ROD Office in Deed Book 2530, at Page 5529, on February 1, 2018.

Tax Map No.: 0230000509000

Property address: 104 Durham St., Greenville, SC 29611

16. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such an event, the sale will be rescheduled for the next

available sales day.

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. 2023 CP-23-02963

Property Not for Sale, LLC,

Habibah Horne and all heirs, successors, devisees, distributes, Administrators, Executors and Personal Representatives claiming through her,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Erin Culbertson, attorney for Plaintiff.

Attorney for: Plaintiff Defendant
 or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- 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 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)
Property Not for Sale, LLC	Habibah Horne, et al	\$19,624.17

		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

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 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:

_____	_____
_____	_____
ATTORNEY(S) FOR THE PLAINTIFF(S)	ATTORNEY(S) FOR THE DEFENDANT(S)
	CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRC.

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: Property Not For Sale LLC vs. Habibah Horne

Case Number: 2023CP2302963

Type: Master/Order/Other

And It Is So Ordered!

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