ELECTRONICALLY FILED - 2024 May 22 3:45 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2301165

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE CPM Federal Credit Union Plaintiff, vs. Nakesha Lewis and Maple Grove Homeowners Association, Inc. Defendants.	IN THE COURT OF COMMON PLEAS CASE NO.: 2024-CP-23-01165 **ORDER AND JUDGMENT OF FORECLOSURE AND SALE (NO DEFICIENCY REQUESTED)**

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, and upon the stipulation and agreement of all parties hereto not in default, 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 the case.

Pursuant to the said Consent Order of Reference a hearing was held on May 21, 2024 at 11:00 am, attended by the attorney of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed with the Court on February 23, 2024.

2. The Summons and Complaint were filed with the Court on February 23, 2024.

3. The Defendant, Maple Grove Homeowners Association, Inc., was served on February 28, 2024 as evidenced by the Affidavit of Service filed with the Court on March 7, 2024.

4. The Defendant, Nakesha Lewis, was served on February 27, 2024 as evidenced by the Affidavit of Service filed with the Court on March 7, 2024.

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5. The Affidavit of Default was filed with the Court on April 3, 2024 indicating that the Defendants are in default.

6. The Order of Reference was filed with the Court on April 3, 2024 referring this matter to the Honorable Charles B. Simmons, Jr., Master In Equity for Greenville County.

7. All parties were provided with proper notice of this hearing as evidenced by the Certificate of Mailing and Notice of Hearing filed with the Court on April 26, 2024.

8. For value received, Defendant, Nakesha Lewis, made, executed and delivered a promissory note to Plaintiff in the amount of One Hundred Twenty Two Thousand and 00/100 ($122,000.00) Dollars. Other terms and conditions are stated in the Note, which is of record herein.

9. To better secure the promissory note, the Defendant, Nakesha Lewis, executed and delivered to Plaintiff a Mortgage in writing, dated June 25, 2021, covering real property in Greenville County which is the same as that described in the Complaint. The Mortgage was recorded in the Register of Deeds Office for Greenville County on July 6, 2021, in Book 5630 at Page 5397.

10. The Mortgage constitutes a First lien on the subject property.

11. Payment due on the Note and Judgment 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 its attorney for collection.

12. Defendant, Nakesha Lewis, is the current record fee simple owner of the subject property and was the record fee simple owner at the time the Lis Pendens was filed in this action.

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13. That all persons having an interest or lien or possible claim in or upon the above-described premises as of the date and filing of the Lis Pendens have been made Defendants herein by virtue of the following:

A. Maple Grove Homeowners Association, Inc. by virtue of its lien for unpaid Association dues in the amount of $1,014.02 and recorded in Book 5747, Page 1090. Said lien is junior and subordinate to the lien of the Plaintiff and shall be extinguished from this property upon the completion of the foreclosure sale.

15. The sum of Two Thousand Five Hundred and 00/100 ($2,500.00) Dollars 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 the within action, under the terms of the Note and Mortgage.

15. The amount due and owing on the Note and Mortgage, and other costs and expenses of collection, including attorney's fee, secured by the Note and Mortgage, is as follows:

a.	Principal Due	$118,032.39
b.	Interest from 12/12/23	
	to 5/21/24	$4,184.60
c.	Cost of Collection Prior to Hearing	
	- Clerk of Court	$212.06
	- Service	$170.00
	- Title Search	$55.00
	- Administrative	$200.00
	- Master in Equity	$125.00
d.	Attorney's Fee	$2,500.00
e.	Estimated Publication	$750.00

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Estimated Bid Fee	$55.00
TOTAL DEBT SECURED BY NOTE AND MORTGAGE	$126,284.55

16. The Plaintiff is seeking the usual foreclosure of the Mortgage and has in the Complaint, or by amendment thereto, or by Motion at the Reference, expressly waived the right to a deficiency judgment.

CONCLUSIONS OF LAW

I, THEREFORE CONCLUDE AS FOLLOWS:

1. The Plaintiff should have judgment of foreclosure of the Mortgage.

2. The mortgaged property should be ordered sold at Public Auction after due advertisement. The sale shall be made subject to taxes and assessments that are due on the date of sale.

3. The proceeds arising from such sale should be applied, first, to the costs and disbursements of this action, and next, to the payment and discharge of the amount of Plaintiff's debt and interest, or so much thereof as the proceeds will pay, and any surplus should be held pending further order of this Court.

NOW, ON MOTION OF PLAINTIFF'S ATTORNEY,

IT IS SO ORDERED, ADJUDGED AND DECREED:

1. That there is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of One Hundred Twenty Six Thousand Two Hundred Eighty-Four and 55/100 ($126,284.55) Dollars representing the total debt due Plaintiff as set out in Paragraph Fifteen supra.

2. That the Defendant(s) 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.

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3. 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 undersigned at Public Auction, at the Greenville County Courthouse, County and State aforesaid, 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 Tuesday next succeeding such holiday), on the following terms, that is to say:

a. FOR CASH: The undersigned will require a deposit of five (5%) percent on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in the case of non-compliance, within thirty (30) days, same to be forfeited and applied to the costs and Plaintiff's debt, without further notice.

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

c. Purchaser to pay for the preparation of the Deed, documentary stamps and costs of recording the Deed.

d. Interest on the balance of the bid shall be paid to the day of compliance at the rate of interest of 7.99% percent.

4. 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 only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

5. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

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6. That the undersigned will, by advertisement according to law, give notice of the time, date and place of sale and the terms thereof; which Notice of Sale is incorporated herein by reference, 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 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 thirty (30) days after date of sale, then the undersigned Master 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. In the event an agent of the Plaintiff does not appear to bid at the time of the sale, the property will be withdrawn from the sale and sold at the next available sale's date. In the event the Plaintiff is the successful bidder, at its option, or the option of its assignee, the Deed may be taken subject to payment by Grantee of any taxes or assessments constituting a lien against the property sold under this Order and hereinafter more fully described.

7. That the undersigned 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 attorney's appointed under order of Court;

NEXT: To the payment of the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus will be held pending further order of the Court.

8. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendant in possession herein, 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 located thereon, and put the successful bidder or its assigns in

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full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

9. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each Defendant named herein and all persons whosoever claiming under him, them or it, 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.

10. IT IS FURTHER ORDERED, ADJUDGED AND DECREED 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 the filing of the notice of pendency of the within action, and the name of the grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

11. The following is a description of the premises herein ordered to be sold:

THE LAND HEREINAFTER REFERRED TO IS SITUATED IN THE CITY OF GREENVILLE, COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, AND IS DESCRIBED AS FOLLOWS:

LOT NO. 25, MAPLE GROVE AT ASHMORE BRIDGE, PHASE VII-B, UPON PLAT THEREOF, DATED 3/03/2003, PREPARED BY SINCLAIR & ASSOCIATES, INC., AND RECORDED IN THE REGISTER OF DEEDS OFFICE FOR GREENVILLE COUNTY, SC IN PLAT BOOK 46-M, PAGE 58 AND REVISED IN PLAT BOOK 46-M, PAGE 65. ALSO SHOWN ON A MORE RECENT SURVEY ENTITLED, "HARRY E. KENNEDY", DATED 3/17/2006, PREPARED BY FANT, REICHERT & FOGLEMAN, INC., AND RECORDED IN THE REGISTER OF DEEDS OPFICE FOR GREENVILLE COUNTY, SC IN PLAT BOOK 51, AT PAGE 87. REFERENCE IS HEREBY MADE TO SAID LATTER PLAT FOR A MORE COMPLETE METES AND BOUNDS DESCR1PTION THEREOF.

TMS # 007.11-01-024.00
Property address: 202 Manhassett Court, Greenville, SC 29607

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[JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW]

FORM 4

STATE OF SOUTH CAROLINA **JUDGMENT IN A CIVIL CASE**
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS **CASE NO. 2024-CP-23-01165**

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CPM Federal Credit Union	Nakesha Lewis
	Maple Grove Homeowners Association, Inc.
PLAINTIFF(S)	DEFENDANT(S)

Submitted by: J. Chris Lanning **12-A Carriage Lane** **Charleston, SC 29407**	**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), 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 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)
		N/A
		$
		$

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

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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:

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), 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: CPM Federal Credit Union vs. Nakesha Lewis , defendant, et al

Case Number: 2024CP2301165

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

And It Is So Ordered!

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