

Sep 19 2023

SC Court of Appeals

ELECTRONICALLY FILED - 2023 Aug 22 9:16 AM - SPARTANBURG - COMMON PLEAS - CASE#2022CP4204644

FORM 4

JUDGMENT IN A CIVIL CASE

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

CASE NO. 2022CP4204644

The County of Spartanburg, South Carolina  
PLAINTIFF

College Square Hospitality, Inc.  
DEFENDANT

Submitted by: Kristin Burnett Barber, Esq.	Attorney for: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or
	<input type="checkbox"/> 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: Foreclosure of Liens

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)
The County of Spartanburg, South Carolina	College Square Hospitality, Inc.	\$426,054.80
If applicable, describe the property, including tax map information and address, referenced in the order: p/o Tax Map No.: 6-08-14-168.00; 800 Charisma Dr., Spartanburg, SC 29303		

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.



STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 )  
COUNTY OF SPARTANBURG )

The County of Spartanburg, South ) ORDER AND JUDGMENT OF  
Carolina, ) FORECLOSURE AND SALE  
 )  
Plaintiff, ) (Deficiency Demanded)  
 )

v. ) C.A. No.: 2022CP4204644

College Square Hospitality, Inc., )  
 ) Sep 19 2023

Defendants )  
 ) SC Court of Appeals

Pursuant to Rule 53 SCRCPP, the above-titled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment. Pursuant to said Order of Reference, a hearing was held on August 17, 2023, attended by Kristin Burnett Barber, attorney for Plaintiff, The County of Spartanburg, South Carolina ("Plaintiff"), and from the testimony, other evidence and stipulations, I report, find, conclude and order as follows:

**FINDINGS OF FACT**

1. The Lis Pendens was filed December 2, 2022.
2. The Summons and Complaint were filed on December 2, 2022.
3. Proper service of process was made upon the Defendant named in this action as is shown in the records by the filed Certificate of Service.
4. The Defendant, either personally or by and through its attorney of record, was timely notified of the time, date and place of the hearing in this matter.
5. According to the record, no individual Defendant in default is in the military service

of the United States of America, as contemplated under the Soldiers' and Sailors' Relief Act of 1940, as amended.

6. On May 2, 2011, the Honorable Jean Hoefler Toal, Chief Justice of the South Carolina Supreme Court issued an Administrative Order, regarding Mortgage Foreclosure Actions (the "Order"), related to foreclosure intervention for a mortgagor's principal residence. Based on the fact that the property which is the subject of this action is commercial property and because the Plaintiff is not a financial institution, the Order and the requirements thereunder do not apply to this case.

7. Based on the foregoing, Plaintiff is entitled to proceed with the foreclosure action and I hereby find and order that the Order does not apply to this foreclosure action.

#### **DEBT OBLIGATION**

8. Defendant is the owner of that certain real property located at 800 Charisma Drive, Spartanburg, South Carolina, and generally described as Tracts 1 and 2 as shown on a plat of survey for Howard Johnson Company, Inc. dated June 7, 1985, revised December 23, 1985, by James Ralph Freeland Land Surveyor, recorded in Plat Book 99, at page 119 in the Office of the Register of Deeds for Spartanburg County, South Carolina, bearing Spartanburg County Tax Map Number 6-08-14-168.00, less and except portions previously conveyed (the "Subject Property"). The Subject Property is further described in **Exhibit "A"** attached hereto and incorporated herein by reference.

9. The Subject Property was formerly known as the Spartanburg Motor Lodge and contained buildings generally described as follows: Building A, Building B, Building C, Building D, the Old Restaurant, the Old Night Club known as Orton Room/Pampus Room, and the Two Story 24 Unit Enclosed Building which includes the Office (the "Unit of 24") (hereinafter collectively referred to from time to time as the "Improvements").

10. On April 30, 2018, Plaintiff, by and through a Building Codes Enforcement Officer, issued a Notice of Violation and Order (“Notice of Violation 1”). Notice of Violation 1 was issued based on the structure being unfit for human occupancy and closing of vacant structures. Notice of Violation 1 required that Defendant secure and board up all room doors and any openings due to excessive trespassing in Buildings A, B, C, and D – except the Unit of 24. A copy of Notice of Violation 1 is attached to the Complaint as Exhibit “B” and incorporated herein by reference.

11. On or about June 17, 2019, a sewer backup in the Unit of 24 caused massive flooding resulting in unsanitary living conditions, unsafe structures, and other serious health concerns.

12. Based on the foregoing, on June 17, 2019, Plaintiff, by and through a Building Codes Enforcement Officer, issued a Notice of Violation and Order (“Notice of Violation 2”). Notice of Violation 2 was issued for violations including sanitary inside structure, sewer backed up into building, and structure being unsafe. Notice of Violation 2 required that the Defendant must have a professional contractor come in and clean up structure from sewage within twenty-four (24) hours and repair sewer and sewage grinder pump lift within twenty-four hours or structure would be condemned. A copy of Notice of Violation 2 is attached to the Complaint as Exhibit “C” and incorporated herein by reference.

13. By Notice of Violation and Order dated June 19, 2019 (“Notice of Violation 3”), the Unit of 24 was condemned based on the fact that the structure was unfit for human occupancy due to the sewer flooding the structure. Plaintiff provided Defendant with twenty (20) days to, among other things, clean-up and restore the Subject Property. A copy of Notice of Violation 3 is attached to the Complaint as Exhibit “D” and incorporated herein by reference.

14. By Notice of Violation and Order dated June 20, 2019 (“Notice of Violation 4”), pursuant to Section (A) 110.1 of the 2015 International Property Maintenance Code, Buildings A,

B, C, D, the Old Restaurant, and the Old Nightclub known as Orton Room/Pampus Room, located on the Subject Property, were ordered to be demolished. Defendant was notified and ordered to demolish certain buildings, as more particularly described therein, located on the Subject Property. A copy of Notice of Violation 4 is attached to the Complaint as Exhibit "E" and incorporated herein by reference.

15. On August 23, 2019, Plaintiff issued a fifth Notice of Violation and Order ("Notice of Violation 5") which condemned the Unit of 24 on the Subject Property. Notice of Violation 5 was issued closing the vacant structure and ordering that the Unit of 24 be boarded up and to secure all entrances of the unsafe condemned Unit. A copy of Notice of Violation 5 is attached to the Complaint as Exhibit "F" and incorporated herein by reference.

16. On December 20, 2019, Spartanburg County filed that certain Notice of Pending Enforcement Action recorded in Deed Book 126-J, at page 509 in the Office of the Register of Deeds for Spartanburg County, South Carolina (the "Enforcement Notice") against the Subject Property. A copy of the Enforcement Notice is attached to the Complaint as Exhibit "G" and incorporated herein by reference.

17. Pursuant to the terms of the Enforcement Notice, and pursuant to Section 110.1 of the *2015 International Property Maintenance Code* and Section 10-161 of the *Code of Ordinances, Spartanburg County*, the enforcement action may include, but is not limited to, condemnation and demolition of the improvements located on of the Subject Property.

18. On August 25, 2020, Plaintiff issued a sixth Notice of Violation and Order ("Notice of Violation 6"). Pursuant to the terms of Notice of Violation 6, the Unit of 24 was ordered by Spartanburg County to be demolished per Section (a) 110.1 of the 2018 International Property Maintenance Code. Notice of Violation 6 further provided that demolition must begin within twenty (20) days. A copy of Notice of Violation 6 is attached to the Complaint as Exhibit "H" and

incorporated herein by reference.

19. Upon information and belief, on or about September 2, 2020, Defendant filed an Application to Appeal Notice of Violation 6 with the Board of Appeals (the "Appeal").

20. On September 28, 2020, the Board conducted a hearing on Defendant's Appeal. Dr. Ying C. Chung, Defendant's owner/officer, participated in the hearing. After considering all the testimony and evidence presented, the Board denied the Appeal.

21. The following is a brief summary of the litigation commenced by Dr. Ying C. Chung and Defendant related to the Board's ruling on Appeal:

- a. A civil action (the "Action") was commenced on October 9, 2020 when Dr. Ying C. Chung and Defendant, then identified as plaintiffs, filed a Civil Action Coversheet and a "Complaint and Emergency Motion for a Stay."<sup>1</sup>
- b. On November 6, 2020, a Notice of Motion and Motion to Dismiss was filed on behalf of Spartanburg County Building Codes Department and Spartanburg County Building Code Board of Appeals and Adjustments, then identified as defendants.
- c. Chelsea R. Rikard was retained as attorney for Dr. Ying C. Chung and Defendant on or about November 30, 2020.
- d. On January 12, 2021, Ms. Rikard filed a Petition for Writ of Certiorari Alternatively as a Notice of Appeal ("Petition") on behalf of Dr. Ying C. Chung and Defendant. In the Petition, Dr. Ying C. Chung and Defendant identified the following as the questions presented for review: (1) *Did the Board of Appeals fail to apply Sections 107.1 and 110.1 of the IMPC by upholding the demolition of the subject property without providing proper notice of the code violations to Petitioners?; and (2) Did the Board*

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<sup>1</sup> The initial pleadings were signed by Dr. Ying C. Chung individually and on behalf of College Square.

*of Appeals err by failing to find that the subject property was beyond any reasonable repair?*

- e. Responsive pleadings were filed on behalf of Spartanburg County Building Codes Department and Spartanburg County Building Code Board of Appeals and Adjustments and a hearing on the issues raised in the Action was conducted before The Honorable Keith R. Kelly.

22. On March 28, 2022, The Honorable Keith R. Kelly issued an Order in relation to the Action affirming the Board of Appeals decision (the "Order").

23. Based on Defendant's failure to comply with said Notices of Violation, and in accordance with the Order, Plaintiff proceeded with the demolition of the Improvements, located on the Subject Property.

24. Notice of Violation 1, Notice of Violation 2, Notice of Violation 3, Notice of Violation 4, Notice of Violation 5, and Notice of Violation 6 all provide that if the notice of violation is not complied with, Spartanburg County shall institute the appropriate proceeding at law or in equity or restrain, correct, or abate such violation, or require the removal or termination of the unlawful occupancy of the structure in violation. Said notices further provide that any action taken by Spartanburg County shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

25. Section 110.3 of the 2015 International Property Maintenance Code ("IMPC") and Section 110.3 of the 2018 IMPC both provide that if the owner of a premises fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed and the cost of demolition and removal will be charged against the real estate upon which the structure is located and shall be a lien upon the real estate.

26. Subsequent to the demolition of Improvements, pursuant to Notice of Violation 1, Notice of Violation 2, Notice of Violation 3, Notice of Violation 4, Notice of Violation 5, Notice of Violation 6, the Enforcement Notice, and the IMPC, Plaintiff filed the following liens against the Subject Property for costs incurred related to the demolition:

a. That certain Notice of Lien dated December 20, 2019, and recorded December 20, 2019, in Deed Book 126-J at page 514 in the Office of the Register of Deeds for Spartanburg County, South Carolina, in the original principal amount of Twelve Thousand Seven Hundred Seventy-Five and no/100ths (\$12,775.00) Dollars (“Lien 1”);

b. That certain Notice of Lien dated April 23, 2020, and recorded April 23, 2020, in Deed Book 127-R, at page 776 in the Office of the Register of Deeds for Spartanburg County, South Carolina, in the original amount of Sixty-One Thousand Eight Hundred Ten and no/100ths (\$61,810.00) Dollars (“Lien 2”);

c. That certain Notice of Lien dated October 14, 2020, and recorded October 14, 2020, in Deed Book 129-Q, at page 43 and in Mortgage Book 5922, at page 40 in the Office of the Register of Deeds for Spartanburg County, South Carolina, in the original amount of Forty-Seven Thousand Nine Hundred Twenty-Eight and no/100ths (\$47,928.00) Dollars (“Lien 3”);

d. That certain Notice of Lien dated November 16, 2020, and recorded November 17, 2020, in Mortgage Book 5948, at page 350 in the Office of the Register of Deeds for Spartanburg County, South Carolina, in the original amount of Forty-Six Thousand Eight Hundred Seventy-Six and no/100ths (\$46,876.00) Dollars (“Lien 4”);

e. That certain Notice of Lien dated January 8, 2021, and recorded January 11, 2021, in Mortgage Book 5989 at page 612 in the Office of the Register of Deeds for Spartanburg County, South Carolina, in the original amount of Eighty-One Thousand Forty-Eight and no/100ths (\$81,048.00) Dollars (“Lien 5”);

f. That certain Notice of Lien dated March 4, 2021, and recorded March 5, 2021 in Mortgage Book 6032, at page 785 in the Office of the Register of Deeds for Spartanburg County, South Carolina, in the original amount of Six Thousand Five Hundred and no/100ths (\$6,500.00) Dollars (“Lien 6”);

g. That certain Notice of Lien dated March 15, 2021, and recorded March 15, 2021, in Mortgage Book 6040, at page 953 in the Office of the Register of Deeds for Spartanburg County, South Carolina, in the original amount of Seventy-Three Thousand Five Hundred Forty-Eight and no/100ths (\$73,548.00) Dollars (“Lien 7”);

h. That certain Notice of Lien dated August 23, 2021, and recorded August 24, 2021, in Mortgage Book 6179, at page 155 in the Office of the Register of Deeds for Spartanburg County, South Carolina, in the original amount of Five Hundred Thirty-Five and no/100ths (\$535.00) Dollars (“Lien 8”);

i. That certain Notice of Lien dated October 22, 2021, and recorded October 22, 2021, in Mortgage Book 6230, at page 415 in the Office of the Register of Deeds for Spartanburg County, South Carolina, in the original amount of Six Hundred Fifteen and no/100ths (\$615.00) Dollars (“Lien 9”);

j. That certain Notice of Lien dated June 10, 2022, and recorded June 10, 2022, in Mortgage Book 6402, at page 196 in the Office of the Register of Deeds for Spartanburg County, South Carolina in the original amount of Six Hundred Fifteen and no/100ths (\$615.00) Dollars and corrected by Notice of Lien dated June 21, 2022, and recorded June 21, 2022, in Mortgage Book 6408, at page 142 in the Office of the Register of Deeds for Spartanburg County, South Carolina, in the original amount of Two Thousand Eight Hundred and no/100ths (\$2,800.00) Dollars (“Lien 10”);

k. That certain Notice of Lien dated July 29, 2022, and recorded August 1, 2022, in Mortgage Book 6432, at page 970 in the Office of the Register of Deeds for Spartanburg County, South Carolina in the original amount of One Thousand Five Hundred Seventy-Two and 05/100ths (\$1,572.05) Dollars (“Lien 11”); and

l. That certain Notice of Lien dated July 29, 2022, and recorded August 1, 2022, in Mortgage Book 6432, at page 972 in the Office of the Register of Deeds for Spartanburg County, South Carolina in the original amount of Fifty-Six Thousand Six Hundred Seventy and no/100ths (\$56,670.00) Dollars (“Lien 12”).

27. Lien 1, Lien 2, Lien 3, Lien 4, Lien 5, Lien 6, Lien 7, Lien 8, Line 9, Lien 10, Lien 11, and Lien 12 are hereinafter collectively referred to from time to time as the “Liens”. All documents comprising the Liens are attached to the Complaint as Exhibit “I” and incorporated herein by reference.

28. The Liens constitute a first priority lien on the Subject Property.

29. Plaintiff is the present owner and holder of the Liens.

30. Plaintiff has made demand upon Defendant for payment of said indebtedness and Defendant has failed and/or refused to pay the same.

31. Defendant is now and has been in default in the payment of the Liens.

32. Pursuant to Section 10-161 of the *Code of Ordinances, Spartanburg County*, whenever a building or structure is demolished in accordance with the provisions of the code adopted in this division and the cost of such demolition is borne by the county, the county attorney shall bring suit to collect all county liens, assessments or costs incurred by the county in causing to be vacated or demolished any unsafe building or structure.

33. After review of the Affidavits by Plaintiff’s attorneys, the Notice of Violations, the Enforcement Notice, the Liens, and based on my knowledge of the contested nature of this

foreclosure action, I find the sum of Nine Thousand Ninety-Two and 21/100ths (\$9,092.21) Dollars as a reasonable fee to allow for Plaintiff's attorneys for services performed and the costs advanced anticipated to be performed until final adjudication of the within action.

34. The amount due and owing on the Liens, together with interest at the legal rate of interest, and other costs and expenses of collection, including a reasonable attorney's fee, secured by the Liens, is as follows:

a.	Principal amount due as of August 17, 2023:	\$392,677.05
b.	Interest accrued at the legal rate of interest (8.75%) from December 2, 2022 to August 17, 2023:	\$ 24,285.54
c.	Attorney's Fees:	\$ 8,280.00
d.	Costs of collection:	\$ 812.21
e.	Total debt secured by Liens, including interest to date shown:	<b>\$426,054.80</b>

35. Plaintiff shall also be entitled to collect any and all amounts advanced to protect its collateral including but not limited to payment of taxes and/or insurance.

36. Interest for the period from the date shown in paragraph thirty-four (34) hereinabove through the date of this judgment at the legal judgment rate of 8.75% per annum shall be added to the above stated Total Debt to comprise the amount of the judgment debt and interest entered herein after the date of sale.

37. Plaintiff does not waive but specifically demands the right to enter judgment against Defendant, College Square Hospitality, Inc., for any deficiency in this action remaining after the sale of the Subject Property.

### CONCLUSIONS

I, THEREFORE, CONCLUDE, ORDER, JUDGE AND DECREE AS FOLLOWS:

1. That Plaintiff's Liens are valid first liens on the Subject Property;

2. That Plaintiff is not a financial institution; therefore, the Order and the requirements thereunder do not apply to this foreclosure action and Plaintiff is entitled to proceed with the same;

3. That there is due to Plaintiff, as is set forth in my findings, the sum of Four Hundred Twenty-Six Thousand Fifty-Four and 80/100ths (\$426,054.80) Dollars as of the 17<sup>th</sup> day of August, 2023, together with any amounts Plaintiff may be entitled to as stated in the findings of fact, together with interest at the legal rate of interest from the date of this Order to the sale of the property; and Plaintiff shall have judgment therefore against College Square Hospitality, Inc. The Clerk of Court for Spartanburg County is directed to forthwith enter and docket such judgment in the Clerk's Office pursuant to Section 29-3-650, Code of Laws of South Carolina (1976), as amended.

4. That Plaintiff is granted a judgment of foreclosure of its Liens described hereinabove and encumbering the Subject Property;

5. That Defendant before the date of the sale of the property described herein, pay to Plaintiff, or Plaintiff's attorney, the amount of the Plaintiff's debt at the aforesaid amount, together with the cost and disbursement of this action.

6. That on default of the payment at or before the time herein indicated, the Subject Property, be sold by the Master-in-Equity, at public auction, at the Spartanburg County Judicial Center, Spartanburg, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then, in such event the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say for cash; the Master-in-Equity will require a deposit of 5% of 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 on non-compliance within twenty (20) days, same to be forfeited and applied to the cost and Plaintiff's debt. Interest on the balance of the bid shall be paid to the day of compliance at the rate

of eight and three-quarters (8.75%) percent per annum. The sale shall be subject to taxes and assessments, existing and restrictions of record, and any other senior encumbrances. The Purchaser shall pay for the deed preparation and costs of recording the Deed and Deed Stamps.

7. If Plaintiff is a successful bidder at said sale, for a sum not exceeding the amount of cost and the indebtedness of Plaintiff in full, Plaintiff may pay into the Master-in-Equity only the amount of the cost, crediting the balance of the bid on Plaintiff's indebtedness.

8. Since a deficiency judgment is demanded, the bidding at the sale will remain open for thirty (30) days following the sale as provided by law in such cases;

9. That, upon motion of Plaintiff's attorney at the merits hearing, I order the pleadings to be amended to conform to the evidence presented;

10. That this Master-in-Equity give notice by advertisement, according to the law, of the time and place of such sale, and the terms thereof; that this Master-in-Equity, do execute to the purchaser or purchasers, a deed to the premises sold; as 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 the 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. In the event Plaintiff is a successful bidder, at its option, or option of its assignee, the deed may be taken subject to the payment by grantee of any taxes or any assessments constituting a lien against the Subject Property sold under this Order and hereinafter more fully described;

11. That the Master-in-Equity will apply the proceeds of the sale as follows:

FIRST, to the payment of the amount of the cost and expenses of this action, the recommended attorney's fees and liens for taxes due and payable upon the Subject Property so sold, and any taxable disbursements by the attorneys in this action.

NEXT, to the payment to the Plaintiff or Plaintiff's attorney of the amount of the Plaintiff's debt and interest or so much thereof as the purchase money will pay the same;

NEXT, any surplus be held pending further Order of this Court; and

12. That if the proceeds of the sale be insufficient to pay the amounts herein before authorized to be paid out of said proceeds, with the interest, cost, expenses and taxes as aforesaid, the parties hereto are entitled to a judgment deficiency have judgment therefore against Defendant, College Square Hospitality, Inc.

13. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon making of the sale of such Subject Property, as hereby ordered, and execution and delivery to the purchaser of a deed to the premises, the said purchaser or purchasers, be let into possession of the premises on the production of the deed; and the Sheriff of Spartanburg County shall put the holder of the deed into possession of the premises and shall eject and remove from the premises the occupants of the property sold, together with all personal property thereon in accordance with applicable law;

14. AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each Defendant named herein and all persons whosoever claiming under Defendant, be forever barred and foreclosed of all right, title, interest and equity or redemption in the said Subject Property so sold, or any part thereof; and

15. The Subject Property ordered to be sold is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference.

16. AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the deed of conveyance made pursuant to this sale shall be indexed in the Grantor Index by the Register of

Deeds in the name of the owner of record of subject property immediately prior to the execution of the deed, as well as in the name of the undersigned Master-in-Equity, who executed such deed as grantor;

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) SCRCP; and

IT IS SO ORDERED by virtue of the powers granted me by the Order of Reference described herein and the laws of South Carolina.

**[JUDGE'S SIGNATURE TO FOLLOW]**



Spartanburg Common Pleas

**Case Caption:** The County Of Spartanburg, South Carolina VS College Square  
Hospitality, Inc.  
**Case Number:** 2022CP4204644  
**Type:** Master/Order/Foreclosure & Sale and Form 4

IT IS SO ORDERED.

s/ Shannon M. Phillips - 3087