

RECEIVED

AUG 05 2024

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

CC Court of Appeals

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO. 2023-CP-07-01918

Gateway Mortgage Group, LLC,

Plaintiff,

vs.

Barbara A. Shurtleff;

Defendant.

**ORDER GRANTING PLAINTIFF'S  
MOTION FOR DEFAULT JUDGMENT**

THIS MATTER came before me on May 2, 2024, on Plaintiff's Motion for Judgment by Default seeking default judgment in this matter. Present at the hearing was Mary Winter Clark Dawson on behalf of the Plaintiff. The Defendant, Barbara A. Shurtleff, appeared at the hearing.

After careful review of the pleadings and subsequent filings made in this action, any memoranda and arguments presented by the parties, the applicable rules of civil procedure and case law concerning those rules, I make the following findings of fact and conclusions of law:

**FINDINGS OF FACTS**

- 1) Plaintiff initiated the subject action for Suit on Contract.
- 2) On or about September 26, 2014, Barbara A. Shurtleff promised to pay to Gateway Mortgage Group, LLC, the principal sum of \$339,150.00, together with interest at the rate of 4.500% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid. A copy of the Note was attached and incorporated into the Plaintiff's Complaint.
- 3) In order to secure the payment of said Note, the said Barbara A. Shurtleff and Patrick A. Shurtleff (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc., as nominee for Gateway Mortgage Group, LLC, its successors and assigns, a certain mortgage dated September 26, 2014 (hereinafter, "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Property"):

All that certain lot of real property with improvements thereon, situate on Harbor Island Beaufort County, South Carolina, shown and designated as Lot 29 on a plat prepared of Harbor Island Ocean Lots, dated April 21, 1981, prepared by RD Trogdon, Jr., RLS, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 29 at Page 138. For a more complete description as to said property, reference may be had to a plat prepared by David S Youmans, RLS, dated June 11, 1998, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1059 at Page 550.

Also, an undivided one-fourth interest as tenants in common with the owners of Lots 27, 28 and 30 of such subdivision in and to that parcel of real property twenty (20') feet in width which serves as a means of ingress and egress from harbor drive northeast to the property herein described.

This property is subject to an easement Ten (10) feet in width along its Southern boundary lines to be utilized as a beach access walkway by the owners of Lots 30 and 31 of said Subdivision.

This property is further subject to Covenants, Restrictions, Easements and/or Rights-of-Way recorded in Deed Book 306 at Page 623 and amended in Deed Book 312 at Page 710, Deed Book 325 at Page 700, Deed Book 337 at Page 933, Deed Book 341 at Page 1473, Deed Book 376 at Page 468, Deed Book 476 at Page 787, Record Book 1613 at Page 102 and Record Book 1964 at Page 722 and any applicable amendments filed in the Office of the Register of Deeds for Beaufort County, South Carolina.

This being the same property conveyed to Barbara A. Shurtleff and Patrick A. Shurtleff, as joint tenants with right of survivorship, by Deed of Jeffrey S. Weber dated September 15, 2014 and recorded September 29, 2014 in Book 3349 at Page 2763 in the Office of the Register of Deeds for Beaufort County, South Carolina.

Parcel Number: R300 020 00C 0005 0000

Property Address: 76 Harbor Drive N, St Helena Island, SC 29920

- 4) Said Mortgage was recorded on September 29, 2014, in Book 3349 at Page 2768, in the Beaufort County Registry.
- 5) Thereafter, the Mortgage was assigned to Gateway Mortgage by assignment of mortgage recorded on December 15, 2022, in Book 4205 at Page 0814, in the Beaufort County Registry.
- 6) On or about October 8, 2016, the subject property suffered considerable damage from Hurricane Matthew.

7) As a result of the damage, insurance claims were made, and damages to the property were approximated at \$251,526.84 as assessed by insurance adjusters. Insurance proceeds totaling \$250,000.00 were issued to Barbara Shurtleff, Patrick Shurtleff, Gateway Mortgage Group, LLC, and Navy Federal Credit Union.

8) Ultimately, all \$250,000.00 of the insurance proceeds were tendered to Barbara Shurtleff and Patrick Shurtleff for repairs to the Subject Property or, to satisfy the obligations of Plaintiff's Note at the Defendant's discretion.

9) The parties entered into a Loan Modification Agreement dated January 7, 2022, which is recorded in the Beaufort County Registry on August 9, 2022, in Book 4172 at Page 1024. Pursuant to the Loan Modification, the principal balance was modified to \$346,676.64 with interest accruing at the rate of 3.125% per annum. A copy of the Loan Modification Agreement was attached and incorporated into the Plaintiff's Complaint.

10) Defendant Barbara A. Shurtleff failed to pay Plaintiff the indebtedness due under the Note. Accordingly, Defendant is in default as to the terms of the Note as modified by the Loan Modification Agreement.

11) Pursuant to its right under the Note, Plaintiff has elected to declare all sums due under the Note at once due and payable reserving, however, any and all other rights and remedies Plaintiff may have.

12) There is now due and payable under the Contract, as of October 25, 2021, an accelerated balance of \$345,583.76, plus any recoverable advances, interest subsequently accruing thereon at the rate of 4.500%, plus attorney's fees and costs as is outlined in the Plaintiff's Complaint.

13) All Defendants have been served with the Plaintiff's Complaint as is evidenced by the affidavits of service filed herein. The Defendant is in default having failed to respond to the Plaintiff's Complaint. Based upon the Defendant's default, the undersigned counsel for the Plaintiff caused to be filed an Affidavit of Default in this action on December 7, 2023.

14) Rule 8(d) of the South Carolina Rules of Civil Procedure sets forth that the allegations of the complaint are deemed admitted when not denied by a responsive pleading.

15) All parties were notified of the hearing on the Plaintiff's motion as is evidenced by the Notice of Hearing and Certificate of Service filed February 22, 2024.

**CONCLUSIONS OF LAW**

Based upon the default of Barbara A. Shurtleff, the allegations of Plaintiff's Complaint are deemed admitted and I conclude that the Plaintiff's Motion for Judgment by Default should be granted. *Roche v. Young Bros., Inc. of Florence*, 332 S.C. 75, 504 S.E. 2d 311 (1998).

The Plaintiff is entitled to judgment in the amount of \$390,261.81. This amount is broken down as a principal balance of \$345,583.76 as of October 25, 2021, plus interest at a rate of 4.500% per annum (accrued interest of \$40,561.12). The Plaintiff also seeks an award of reasonable attorney's fees. Having considered the nature, extent and difficulty of the services rendered; the time involved in reviewing the various lease documents, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$3,654.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed up to this point in time under the terms of the lease and guaranty agreement. The Plaintiff is further entitled to recover court costs in the amount of \$462.93 as set forth in the Affidavit of Plaintiff's counsel. The total amount to be awarded to the Plaintiff is **\$390,261.81**.

IT IS HEREBY ORDERED that Plaintiff's Motion for default judgment is granted.

IT IS FURTHER ORDERED that the Plaintiff shall have a money judgment in the total amount of **\$390,261.81**.

**AND IT IS SO ORDERED.**

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



Beaufort Common Pleas

**Case Caption:** Gateway Mortgage Group Llc VS Barbara A Shurtleff  
**Case Number:** 2023CP0701918  
**Type:** Order/Form 4

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2024-06-14 13:47:23 page 7 of 7