

Mirail Masbanji
Plaintiff

VS

512 Purple Finch LLC
Defendant

2024-CP-08-03124

2024 NOV -6 AM 9:31
LEAH QUERRY DURRÉE
CLERK OF COURT
BERKELEY COUNTY, SC

FILED

Upon receiving of the initial auction, my landlord advised me that as long as the balance was paid in full, the auction would be dismissed. His attorney advised, it was ^{mm} ~~advised~~ dismissed but it was not. I called twice to receive a court date & was advised to come in. Once I did that, I was told I would get a court date in the morning & received nothing.

M. Masbanji

RECEIVED

Nov 19 2024

SC Court of Appeals

cc:
M.M.

[Signature]

COUNTY OF BERKELEY

Mireille Masbanji Plaintiff(s)

CIVIL ACTION COVERSHEET

2024-CP-08-03124

vs.

512 Purple Finch LLC Defendant(s)

Submitted By: Mireille Masbanji
Address: 512 Purple Finch Road
Summerville SC 29486

SC Bar #:
Telephone #: 854-207-4121
Fax #:
Other:
E-mail: mireille.masbanji41@gmail.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.
NON-JURY TRIAL demanded in complaint.
This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), General (130), Breach of Contract (140), Fraud/Bad Faith (150), Failure to Deliver/Warranty (160), Employment Discrim (170), Employment (180), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case #, Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Assault/Battery (370), Slander/Label (380), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Drv. License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Incapacitated Adult Settlement (790), Other (799)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Comm. (990), Employment Security Comm (991), Other (999)
Special/Complex /Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Sexual Predator (510), Permanent Restraining Order (680), Interpleader (690), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Pre-Suit Discovery (670)

2024 NOV -6 AM 9:11
LEAH JERRY CLERK OF COURT
BERKELEY COUNTY
FILED

Handwritten signature and initials in the bottom left corner.

Submitting Party Signature: M. Masbanji

Date: 11/06/2024

Handwritten initials at the bottom right corner.

Sonya Lovin

From: Courtney Sanchez
Sent: Wednesday, November 6, 2024 9:18 AM
To: Sonya Lovin
Subject: Mireille

Nataliya Matejka Bar# 104193
810 Travelers Blvd. STE C2
Summerville, SC 29485



Courtney L. Sanchez
Magistrate Court: Administrative Supervisor
T: 843-471-2453
courtney.sanchez@berkeleycountysc.gov
www.berkeleycountysc.gov
303 B. North Goose Creek Blvd.
Goose Creek, SC 29445

[Handwritten Signature]
2024 NOV -6 AM 9:25
LEAH GUERRY DUPREE
CLERK OF COURT
BERKELEY COUNTY, SC

FILED

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Nov 19 2024

SC Court of Appeals

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

2024CY0810604454
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WARRANT OF
EJECTMENT

512 Purple Finch Llc

PLAINTIFF(S)

Vs

Mireille Masbanjli
512 Purple Finch Rd
Summerville, SC 29486

DEFENDANT(S)

TO ANY LAWFUL CONSTABLE OR THE SHERIFF OF THE COUNTY:

Upon Judgment of this Court rendered on , you are hereby Ordered to serve the Defendant(s) / Occupant(s) of the premises located at 512 Purple Finch Rd Summerville, SC 29486 this Warrant of Ejectment to peacefully and voluntarily vacate the said premises on or before November 5, 2024 at 5:00 PM.

TO THE DEFENDANT(S) / OCCUPANT(S) OF:

512 Purple Finch Rd Summerville, SC 29486, you are hereby Ordered to peacefully vacate the above said premises on or before November 5, 2024 at 5:00 PM. Failure to comply with this Order will result in a **FORCIBLE EJECTMENT**.

Upon a Forcible Ejectment any and all property, which is not the property of the Plaintiff/Landlord, will be removed from the premises and will be deposited at or near but not obstructing the nearest public roadway. The deposited property may be removed by Municipal or County officials after a period of forty-eight hours, excluding Saturdays, Sundays and Holidays. The deposited property may be removed before or after forty-eight hours by Municipal or County officials if in the normal course of debris or trash collection. If the premises is located in a municipality or county that does not collect trash or debris from the public highways, then after a period of forty-eight hours, the plaintiff/landlord may remove the personal property from the premises and dispose of it in the manner that trash or debris is normally disposed of in such municipalities or counties.

IT IS SO ORDERED


JUDGE
Goose Creek Magistrate



RESIDENTIAL RENTAL AGREEMENT

This form is not intended for use if "Option to Purchase" is in place.

State of South Carolina
County of Berkeley

This rental agreement made at Charleston, South Carolina, this 20th day of June, 2024, between Mirelle Masbanji Tenant(s) and 512 Purple Finch LLC Owner

THE LANDLORD TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

- 1. LANDLORD TENANT ACT: This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.
2. LOCATION: The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of Berkeley, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows: 512 Purple Finch Road, Summerville, SC 29486
3. TERMS: This Rental Agreement shall commence on the 24th day of June, 2024, and end on the 30th day of June, 2025. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.
4. LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978: See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978).
5. RENTAL APPLICATION: The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.
6. RENT: Tenant agrees to pay Landlord a rent of \$ 2,550.00 per month, payable in advance, on or before the first day of every month during said term for a total rent of \$ 2550.00 x 12 months. The rent is payable to: 512 Purple Finch LLC or as Tenant may be advised from time to time in writing.

NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

Tenant further agrees to pay a late fee of \$ 51.00 per day if rent is paid after the 5th day of the month, and an additional fee of \$ 255.00 after the 10th day of the month.

Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of \$ 2550.00 / 30 days per day for each day of the month of commencement or termination of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Rental Agreement, and payable on the first day of the final month of the Rental Agreement upon termination.

[] TENANT [] TENANT AND [] LANDLORD HAVE READ THIS PAGE. Form 410 PAGE 1 OF 8

Common Pleas

Clerk : Leah Guerry Dupree
300 B California Avenue
Moncks Corner, SC 29461

DUPLICATE

Phone:(843) 719-4400 Fax:(843) 719-4509

Received From: Masbanjii, Mireille
512 Purple Finch Rd.
Summerville, SC 29486

Date: 11/ 6/2024
Receipt #: 6133114
Clerk: c08slovin

Paying for: Self
Transaction Type: Payment

Reference #:
Comment:
Non-Refundable

Payment Type: Cash \$150.00
Total Paid: \$150.00

You may check the status of your Berkeley case at:
<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2024CP0803124	Mireille Masbanjii VS 512 Purple Finch, LLC	\$150.00	\$150.00	\$0.00



Total Cases:	1	\$150.00	\$150.00	\$0.00
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