

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	CASE NO: 2024-CP-23-05481
)	
CBL State Savings Bank f/k/a Citizens)	
Building and Loan, SSB,)	
)	
Plaintiff,)	
)	
v.)	MASTER'S ORDER OF JUDGMENT
)	AND FORECLOSURE AND SALE
Marjorie E. Morgan and Weldon E.)	(Deficiency Demanded as to both
)	Defendants.)
Holtzclaw, Jr.)	
)	
Defendants.)	
)	

Pursuant to Rule 53, *South Carolina Rules of Civil Procedure*, the above captioned matter was referred to the undersigned Master-in-Equity by Order of Reference filed on October 22, 2024, to make appropriate findings of fact and conclusions of law with authority to make final decisions and enter final judgment with respect to all matters raised in this action, including, without limitation, to hear and determine any post-judgment proceedings. Any appeal from this Order shall be directly to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the Order of Reference, a hearing was held on December 11, 2024, and attended by the attorney for Plaintiff, Defendants Weldon E. Holtzclaw, Jr., and Marjorie E. Morgan. Testimony was taken, which is reported herewith, and from the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT

1. A Lis Pendens was filed in the Office of the Clerk of Court for Greenville County on August 27, 2024. An Amended Lis Pendens, Summons and Notice, and Complaint with Exhibits were filed on September 10, 2024.

2. Defendant Marjorie Morgan was served with a copy of the pleadings on September 12, 2024, and Defendant Weldon E. Holtzclaw, Jr. was served with a copy of the pleadings on September 15, 2024, as is evidenced by Affidavits of Service filed on September 18, 2024.

3. No Defendant is in the Military Service of United States of America as evidenced by Affidavit of Non-Military Service filed on October 22, 2024.

4. Important to note is that Defendants are in default as is evidenced by Affidavit of Default filed on October 22, 2024.

5. Defendants were notified of the date, time and place of the hearing in this matter as evidenced by the Notice of Hearing and Certificate of Service filed with the Clerk's Office on November 5, 2024 and by an Amended Notice of Hearing and Certificate of Service filed on November 19, 2024.

6. For value received, on or about November 6, 2018, Majorie E. Morgan ("Morgan") and Weldon E. Holtzclaw, Jr. ("Holtzclaw") gave a Consumer Construction Real Estate Secured Note to Plaintiff in the principal sum of \$260,000.00, together with interest thereon at a rate of 4.930 % per annum.

7. Subsequently, Plaintiff, Morgan, and Holtzclaw entered into an additional Note Modification Agreement dated March 31, 2020, modifying the terms of the above-referenced Note as set forth therein.

8. A copy of the Note and Note Modification Agreement (collectively referred to as "Note 1") is of record herein.

9. In order to secure payment of Note 1, on November 6, 2018, Morgan made, executed and delivered a Mortgage to Plaintiff, with interest upon the terms and conditions as set forth in Note 1. The Mortgage was recorded in the ROD Office for Greenville County, South Carolina on November 7, 2018, in Mortgage Book 5458, Page 0251, and constitutes a first lien and encumbrance on the real property described herein below ("Mortgage 1").

10. A copy of Mortgage 1 is of record herein.

11. Additionally on October 23, 2019, Morgan and Holtzclaw executed and delivered to Plaintiff a Credit Agreement and Disclosure in the amount of \$32,000.00, together with interest thereon from the date at a variable rate not less than 5.500% or more than 18.000% per annum ("Note 2").

12. A copy of Note 2 is of record herein. Note 1 and Note 2 are collectively referred to as "Notes."

13. In order to secure payment of Note 2, on October 23, 2019, Morgan made, executed and delivered a Mortgage to Plaintiff, in an amount not to exceed \$32,000.00 with

interest upon the terms and conditions as set forth in Note 2. The Mortgage was recorded in the ROD Office for Greenville County, South Carolina on October 28, 2019, in Mortgage Book 5503, Page 5909, and constitutes a second lien and encumbrance on the real property described herein below (“Mortgage 2”).

14. A copy of Mortgage 2 is of record herein. Mortgage 1 and Mortgage 2 are collectively referred to as the “Mortgages.”

15. CBL State Savings Bank f/k/a Citizens Building and Loan, SSB, is the owner and holder of the Notes and Mortgages and is the proper Plaintiff herein.

16. As of August 27, 2024, the date Plaintiff filed its Lis Pendens (2024-LP-23-00697), Defendant Morgan was the owner and subject of the real estate, the legal description of which appears in the Mortgages and herein below as follows:

ALL that certain piece, parcel or lot of land with all improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, about three miles west of the City of Greer, being shown as 2.02 acres, more or less, on a plat made for Elizabeth M. and Frank Parks Anderson by Wolfe & Huskey, Inc., Engineering and Surveying, dated April 17, 1981 and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 8-O at Page 8, reference being made to said plat for a more complete metes and bounds description.

LESS HOWEVER: All that certain piece, parcel or lot of land with all improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, containing 1.48 acres, more or less, and being shown upon a plat prepared for William E. Scroggins and Roberta A. Scroggins by Smith Surveyors, Inc. dated April 14, 2000 and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 43-Q at Page 69, reference being made to said plat for a more complete metes and bounds description.

ALSO: All that certain piece, parcel or lot of land with all improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as a .08 acre rectangular lot, more or less, on Goose Trail, as shown on plat prepared by Southern Land Surveying, dated September 11, 2006, entitled Billy Joe & Evelyn Revis, and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 57 at Page 3, reference being made to said plat for a more complete metes and bounds description.

The above-described property is the same acquired by Marjorie E. Morgan by deed of Billy Joe Revis, Evelyn Revis, and Dean Lester Revis, dated August 15, 2016, and recorded in the Office of the Register of Deeds for Greenville County on August 16, 2016, in Deed Book 2494 at Page 1909.

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Property Address: 24 Goose Trail, Taylors, SC 29687

17. Thereafter, Morgan purported to transfer all of her right, title, and interest in and to the above-described real property to Holtzclaw by virtue of that certain Title to Real Estate, dated August 29, 2024, and recorded in the ROD Office for Greenville County, S.C. on September 3, 2024, in Deed Book 2729, Page 4234.

18. Any claim of Defendant Holtzclaw to any right, title, or interest in and to said property by virtue of the aforementioned purported transfer is junior and subordinate to the claims of Plaintiff.

19. An event of default thereafter occurred under the terms of Note 1 and Mortgage 1 referenced above by reason of Morgan's and Holtzclaw's failure and neglect to pay (a) to Plaintiff the installment due and owing on May 1, 2024, no payment having been made to Plaintiff on Note 1 and Mortgage 1 since April 25, 2025, said payment being applied to the installment due April 1, 2024, and (b) the real property taxes for 2023.

20. An event of default thereafter occurred under the terms of Note 2 and Mortgage 2 referenced above by reason of Morgan's and Holtzclaw's failure and neglect to pay (a) to Plaintiff the installment due and owing on June 1, 2024, no payment having been made to Plaintiff on Note 2 and Mortgage 2 since May 9, 2024, said payment being applied to the installment due June 1, 2024.

21. Plaintiff provided Borrower with all notices required under the Notes, Mortgages and applicable law, if any.

22. Plaintiff, as the holder of the Notes and Mortgages has elected to require immediate payment of the entire amounts due thereon and has placed the Notes and Mortgages in the hands of the attorney herein for collection by foreclosure.

23. The Notes and Mortgages referenced above provide that in the event of default, Plaintiff is entitled to recover all costs of collection. 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. He has been responsible for the preparation of the following pleadings:

- (a) Lis Pendens;
- (b) Civil Action Coversheet, Certificate of Exemption/Withdrawal from

- Arbitration and Mediation, Summons and Notice and Complaint;
- (c) Affidavit of Non-Military Service
- (d) Affidavit of Default;
- (e) Order of Reference;
- (f) Notice of Hearing;
- (g) Proposed Final Decree;
- (h) Notice of Sale;
- (i) Other documents as applicable pertaining to service and finalization of this action.

He has arranged for service of process on the Defendant(s), has scheduled and attended the hearing in this matter, has provided reinstatement figures to the primary Defendant(s), if requested, and had telephone conversations with the Defendant(s), if requested.

24. The amount due and owing on the Notes, with interest at the rate provided in the Notes, and other costs and expenses of collection, including attorney’s fees, secured by the Mortgages, are as follows:

Note 1

A.	Principal	\$243,673.54
B.	Interest (as of 12/11/24)	\$ 7,541.55(Per diem \$33.3697)
C.	Late Charges	\$ 553.84
D.	Deferred Interest	\$ 3,196.68

Note 2

E.	Principal	\$ 30,073.92
F.	Interest (as of 12/11/24)	\$ 1,815.53(Per diem \$7.4155)
G.	Late Charges	\$ 131.30
H.	2023 Greenville County Taxes	\$ 6,947.01
I.	Costs of Collection (as of 11/21/24)	\$ 789.88
J.	Attorney’s Fees (as of 11/21/24)	\$ 9,345.00

TOTAL DEBT SECURED BY THE
 NOTES AND MORTGAGES INCLUDING
 INTEREST TO THE DATE SHOWN **\$304,068.25**

Interest for the period from the date shown in (B) above through the date of this judgment at 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 contract rate of 4.930% per annum on Note 1 and 9.000% per annum on Note 2 on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff’s debt secured by the Mortgages through the date to which such interest is computed.

25. Plaintiff does not waive but specifically demands judgment against Marjorie E. Morgan and Weldon E. Holtzclaw, Jr., jointly and severally, for the full amount found to be due Plaintiff under the Notes and Mortgages held by Plaintiff with the right to enter judgment against Marjorie E. Morgan and Weldon E. Holtzclaw, Jr., jointly and severally, for any deficiency in this action remaining after the sale of the real property. Morgan made multiple requests at the hearing, none of which this Court has the authority or jurisdiction to grant. The Court recommended that she consult an attorney for guidance.

EFFECT OF CHAPTER 11 BANKRUPTCY PROCEEDINGS

26. On September 15, 2020, Holtzclaw filed a “Voluntary Petition for Individuals Filing Bankruptcy” under Chapter 11 of the Bankruptcy Code. A copy of the Notice of Filing of Bankruptcy is of record in this matter. A copy of the Notice of Chapter 11 Bankruptcy Case is of record herein.

27. By Order of the United States Bankruptcy Court, District of South Carolina, entered on January 25, 2022, Holtzclaw’s Plan of Reorganization (the “Plan”) was confirmed. A copy of the Plan is of record herein.

28. As of the date the Plan was proposed Holtzclaw was current with his obligations to Plaintiff. As to the remaining indebtedness due and owing Plaintiff, the Plan required Holtzclaw to “thereafter make normal contractual payments going forward.” Otherwise, the Plan did not make any substantive changes to the contractual rights, duties, or obligations of the parties as otherwise set forth in the Notes and Mortgages. Holtzclaw repeatedly asserted the Bankruptcy Court issued its Order that would predate the present state foreclosure action. This Court is unable to find any such Order or directive.

29. Consequently, any breach of the Notes and Mortgages constitutes a breach of the Plan, entitling Plaintiff to seek all remedies available to it under the Plan, the Notes and Mortgages, and applicable state law.

EFFECT OF FAMILY COURT PROCEEDINGS

30. Any claim or interest asserted by either or both of Defendants in and to the Subject Property by virtue of any Orders entered by the South Carolina Family Court in that certain case captioned *Marjorie Morgan v. Weldon Eugene Holtzclaw, Jr.*, Case No. 2020-DR-23-1823, is junior and subordinate to the claims of Plaintiff herein.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

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

Upon confirmation a Plan of Reorganization creates new contractual rights between a debtor and creditor as set for in the confirmed Plan. 11 U.S.C. § 1141(a)(parties are bound by the terms of the confirmed plan).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due Plaintiff on the Notes and Mortgages described herein the sum of **\$304,068.25** representing the Total Debt due Plaintiff as set forth above, together with interest at the rate provided therein on the balance of principal from the date of aforesaid to the date hereof.

2. The amount due in the preceding paragraphs (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the contract rate of **4.930%** per annum as to Note 1 and **9.000%** per annum as to Note 2.

3. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with *S.C. Code Ann.* §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

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

5. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint as hereinafter set forth, shall be sold by the Master-In-Equity at public auction at the Greenville County Courthouse, Greenville, South Carolina on **February 3, 2025**, or on some convenient sale 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 Master-in-Equity will require a deposit of five (5%) percent 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 non-compliance 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 to the date of compliance shall be at the contract rate of 4.930% per annum as to Note 1 and 9.000% per annum as to Note 2.

(c) The sale shall be subject to taxes (including specifically any delinquent taxes) and assessments, existing easements and restrictions of record, and any other senior encumbrances.

(d) Purchaser to pay for deed stamps (if applicable) and costs of recording the deed.

(e) If Plaintiff is the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and indebtedness of 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. No deposit shall be due if Plaintiff is the successful bidder.

6. A deficiency judgment having been demanded, the sale shall reopen for additional bids at 11:00 A.M. on the 30th day following initial Sale Day.

7. That the Master-in-Equity will, by advertisement according to law, give notice of the time, and the place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. 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. The Master-in-Equity will apply the proceeds of the sale as follow:

FIRST: To payment of the amount of the costs and expenses of this action, including any guardian *ad litem* fees or fees of attorney's appointed under Order of Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's total debt secured by the Mortgages; and

NEXT: Any surplus will be held pending further Order of this Court.

9. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendant(s) 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 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 in the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgages in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgages. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

11. And IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each Defendant(s) named herein and all persons whosoever claiming under him, her, 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.

12. IT IS FURTHER ORDERED that pursuant to *S.C. Code Ann. § 30-9-31*, as amended, 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 title holder of the mortgaged property at the time filing of the Notice of Pendency of the within action, and the name of the Grantee, and the ROD or Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

13. The undersigned Master-in-Equity will retain jurisdiction to do all the necessary acts indiet to this foreclosure including, but not limited to, the issuance of a Writ of Assistance in disposing of any surplus funds pursuant to Rule 71(c), *SCRCP*.

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

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

ALL that certain piece, parcel or lot of land with all improvements thereon situate, lying and being in the State of South Carolina, County of Greenville,

about three miles west of the City of Greer, being shown as 2.02 acres, more or less, on a plat made for Elizabeth M. and Frank Parks Anderson by Wolfe & Huskey, Inc., Engineering and Surveying, dated April 17, 1981 and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 8-O at Page 8, reference being made to said plat for a more complete metes and bounds description.

LESS HOWEVER: All that certain piece, parcel or lot of land with all improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, containing 1.48 acres, more or less, and being shown upon a plat prepared for William E. Scroggins and Roberta A. Scroggins by Smith Surveyors, Inc. dated April 14, 2000 and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 43-Q at Page 69, reference being made to said plat for a more complete metes and bounds description.

ALSO: All that certain piece, parcel or lot of land with all improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as a .08 acre rectangular lot, more or less, on Goose Trail, as shown on plat prepared by Southern Land Surveying, dated September 11, 2006, entitled Billy Joe & Evelyn Revis, and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 57 at Page 3, reference being made to said plat for a more complete metes and bounds description. The above-described property is the same acquired by Marjorie E. Morgan by deed of Billy Joe Revis, Evelyn Revis, and Dean Lester Revis, dated August 15, 2016, and recorded in the Office of the Register of Deeds for Greenville County on August 16, 2016, in Deed Book 2494 at Page 1909.

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15. **IT IS FURTHER ORDERED** that if Plaintiff or 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 event, the sale will be rescheduled for the next available sales day.

IT IS SO ORDERED.

(Judge's Electronic Signature Page to Follow)

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 _____, 2024 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2024 to attorneys of record or to parties (when appearing pro se) as follows:

S. Brook Fowler _____

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Julie Cendroski

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.



Greenville Common Pleas

Case Caption: CBL State Savings Bank , plaintiff, et al vs. Marjorie E Morgan ,
defendant, et al
Case Number: 2024CP2305481
Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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