

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

IN THE COURT OF COMMON PLEAS
C/A NO.: 2024-CP-13-00960

Vanderbilt Mortgage and Finance, Inc.,
Plaintiff,

**ORDER FOR DEFAULT JUDGMENT
FOR REPOSSESSION AND WRIT OF
ASSISTANCE**

vs.

Micheal Shane Hammonds, Jessica Ann
Hammonds, and Unknown Occupant(s),
Defendants.

RECEIVED
JAN 23 2025
SC Court of Appeals

(File No. 4885.17624)

IT APPEARS from the Notice of Default of Counsel for the Plaintiff, that the Summons and Complaint seeking possession of a 2019 CLAY VIN: CBG051726NCAB mobile home were served upon the Defendants Micheal Shane Hammonds, Jessica Ann Hammonds as noted in the Affidavit of Service filed with the Court, and that no Answer, Notice of Appearance or other pleading has been served on Plaintiff by Defendants within the time prescribed by law. It further appears that as noted in the Affidavits of service filed with the court that there is no unknown occupant residing in the home. It further, appears, and I so hold, that the Defendants are in default therein pursuant to Rule 55 of the South Carolina Rules of Civil Procedure. Plaintiff is therefore entitled to judgment against the Defendants together with any and all persons claiming under the said Defendants for possession of personal property described in the Complaint.

NOW THEREFORE, IT IS ORDERED

1. The Plaintiff has judgment against the Defendants together with any and all persons claiming under the said Defendants for possession of one 2019 CLAY VIN: CBG051726NCAB mobile home with the right to dispose of the above described personal property in accordance with South Carolina Code Ann. 36-9-610(1976);
2. That the Defendants shall not damage or conceal from Plaintiff or the Sheriffs of the State of South Carolina the aforementioned Mobile Home;
3. Within ten (10) days of receipt of this Order, the Sheriff of the county wherein the Plaintiff's collateral is situated is hereby directed and authorized to post a copy of this Order and/or serve a copy of this Order upon the Defendants or any person(s) in possession of the personal property hereinabove described, and said the Defendants or person(s) shall have five (5) days from the date of service to remove therefrom any property not covered by the security agreement, thereafter the Sheriffs of the State of South Carolina is hereby ordered to utilize any of their deputies as they may deem necessary in order to evict Defendants from the 2019 CLAY VIN: CBG051726NCAB mobile home; remove the Defendant's personal possessions from 2019 CLAY

The Copy Artist
Wanda S. Moore
CLERK OF COURT & S.
CHESTERFIELD COUNTY, SC

VIN: CBG051726NCAB mobile home, and transfer possession of the 2019 CLAY VIN: CBG051726NCAB mobile home to the Plaintiff;

4. In the event the Plaintiff and the landowner have entered into a Private Property Agreement and Waiver (the "Property Agreement"), the 2019 CLAY VIN: CBG051726NCAB mobile home may remain on such real property as agreed upon in the Property Agreement; and

5. That upon proper return of the 2019 CLAY VIN: CBG051726NCAB mobile home to Plaintiff, the subsequent sale of the 2019 CLAY VIN: CBG051726NCAB mobile home by Plaintiff in accordance with SC Code Ann, 36-9-504(Law Co-op, 1976), and the application of the proceeds resulting from said sale to the Judgment, Plaintiff may make application to this Court for any remaining deficiency.

AND IT IS SO ORDERED

[SIGNATURE TO FOLLOW]

A True Copy Attest
Christina D. Shaddy
CLERK OF COURT C.P. & G.S.
CHESTERFIELD COUNTY, SC