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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF OCONEE

Foxwood Hills Property Owners Association,

PLAINTIFF,

vs.

Michael D Jewell; Lori L Marsengill; South Carolina Department of Motor Vehicles, DEFENDANT(S)

MASTER'S ORDER AND JUDGMENT OF FORECLOSURE AND SALE

(NON-JURY HOMEOWNERS ASSOCIATION FORECLOSURE)

C/A NO: 2023-CP-37-00620

DEFICIENCY WAIVED

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FEB 05 2025

SC Court of Appeals

TO:  
Hutchens Law Firm LLP  
Attorney for Plaintiff

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the case. Pursuant to the said Order of Reference a hearing was held on December 5, 2024, on the remaining motions filed in the case, consisting of:

1. Motion for Joinder filed by Christopher A. Pierce on November 4, 2024.
2. Motion for Jury Trial filed by Defendant, Michael D. Jewell, on November 20, 2024.
3. Motion for Summary Judgment filed by Plaintiff on March 22, 2024.

The hearing was attended by counsel for the Plaintiff, John Kay, Esq. and the Defendants, Michael D. Jewell ("Jewell") and Lori L. Marsengill. Based upon the arguments and of counsel and statements from the Defendant, Michael D. Jewell, which is reported herewith, and from the arguments and evidence, I find conclude and order as follows:

**As to the Motion for Joinder**

On November 4, 2024, Christopher A. Pierce ("Pierce") filed a motion seeking what is titled as "adjudicative joinder" which is essentially a motion seeking to be joined as a defendant in the case. Pierce bases his motion to be joined in the case on a quit-claim deed wherein Michael D. Jewell conveyed a 33.33% interest in the property that is the subject of this foreclosure action known as 428 Odessa Avenue Westminster, South Carolina 29693 ('The Property'). This deed was recorded on October 28, 2024 in the Office of the Register of Deeds for Oconee County in Book 3139 Page 14.

The motion for joinder filed by Pierce is denied. "The question of the [the intervenor's] interest must be determined in relation to the overall subject matter of the action and not in relation to the particular issue that is before the Court." *Berkeley Elec. Coop., Inc.*, 302 S.C. 186 at 190 394 S.E.2d at 714. Pierce obtained his interest in the property via a deed recorded October 29, 2024, over a year after the Lis Pendens in this case was filed on August 17, 2023, so his interest does not attach to the property as far as the foreclosure action is concerned. Complete relief can be accorded among those already parties to the case without the addition of Pierce. Therefore, Pierce is not a necessary party under Rule 19, SCRPC.

**As to the Motion for a Jury Trial**

On November 20, 2024, Defendant Jewell filed a motion seeking a jury trial in this case. Under Rule 38, SCRPC, a party may demand a jury trial if it is requested timely. Rule 38(b), requires such a request to be made within ten (10) days after the service of the last pleading directed to such issue. Jewell did not request a jury trial in his amended answer filed in this case on February 23, 2024. More than ten days have passed since the filing of the amended Answer in this case; therefore, Jewell is not entitled to a jury trial in this case. Additionally, this case is a foreclosure action brought by the Plaintiff and is an equitable matter. "If the claim is equitable, there is no right to a jury trial." *Loyola Federal Savings Bank v. Thomasson Properties*, 318 S.C. 92, 456 S.E.2d 423, 424 (Ct. App1995).

**As to Plaintiff's Motion for Summary Judgment**

The last matter before me is Plaintiff's motion for summary judgment in regards to its cause of action for foreclosure of a homeowners' association lien. "The purpose of summary judgment is to expedite dispositions of cases which do not require the services of a fact finder." *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001). A motion for summary judgment must be granted "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." *Standard Fire v. Marine Contracting*, 301 S.C. 418, 421, 392 S.E.2d 460, 462; Rule 56(c), SCRPC. If the non-moving party has not shown a genuine issue of material fact, "summary judgment, if appropriate, shall be entered against him." Rule 56(e), SCRPC.

"Once the party moving for summary judgment meets the initial burden of showing an

absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings.” *Regions Bank v. Schmauch*, 354 S.C. 648, 660, 582 S.E.2d 432, 438, (Ct. App. 2003) (citing Rule 56(c), SCRCPP; *SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 497, 392 S.E.2d 789, 792 (1990); *Peterson v. W. Am. Ins. Co.*, 336 S.C. 89, 94, 518 S.E.2d 608, 610 (Ct. App. 1999)). “Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial.” *Id.* To avoid the granting of a Motion for Summary Judgment by Plaintiff, “[i]t is not sufficient that one create an inference which is not reasonable. Similarly, it is not sufficient that one create an issue of fact that is not genuine.” *Main v. Corley*, 281 S.C. 525, 527, 316 S.E.2d 406, 407, (1984). “The trial court should grant summary judgment against a party who has failed to make a showing sufficient to establish the existence of an essential element of that party's case.” *Harris v. Rose's Stores*, 315 S.C. 344, 346, 433 S.E.2d 905, 906, (Ct. App. 1993) (citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986)).

Plaintiff has established that it is entitled to relief on its motion for summary judgment. Plaintiff is entitled to foreclose the property because Jewell failed to pay the dues and assessments required by the bylaws of the homeowner's association in which he resides. These bylaws are properly recorded in the Office of the Register of Deeds for Oconee County and purchasers of properties in the Foxwoods development take ownership of their properties subject to those bylaws as a contract, or agreement. The action for foreclosure of homeowners' association lien is, in essence, that of breach of contract. “The elements for a breach of contract are the existence of the contract, its breach, and the damages caused by such breach.” *South Glass & Plastics Co. v. Kemper*, 399 S.C. 483, 491-92, 732 S.E.2d 205, 209 (Ct. App. 2012) (citing *Fuller v. Eastern Fire & Casualty Ins. Co.*, 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962)).

Plaintiff has shown that the contract exists by virtue of the recorded bylaws of the property association, and the Jewell has breached the terms of the contract by failing to pay the dues and assessments as they became due. The Plaintiff's affidavit confirms that Jewell failed to make the required payments and has made no payments to the Plaintiff for dues and assessments since the subject Property was conveyed to him on July 12, 2019. Plaintiff's Affidavit also confirms the amount owed to Plaintiff by Jewell, which satisfies the third and final element of this cause of action. Further, Plaintiff has provided a transaction history of the account detailing the amounts due and owing to the Plaintiff. Jewell has not submitted evidence of payment to refute the

foregoing portions of Plaintiff's Affidavit and Exhibits.

Accordingly, based on the evidence submitted by Plaintiff in this matter, Plaintiff has proven "the existence of the contract, or agreement, its breach, and the damages caused by such breach." *Kemper*, 399 S.C. at 491-92, 732 S.E.2d at 209.

Mr. Jewell has not provided evidence showing that Plaintiff's allegations are inaccurate and have not produce any evidence, in the form of proof of payment(s) or otherwise, that could refute Plaintiff's claim that the dues and assessments are in default and show that there is no genuine issue for trial." *Hedgepath v. AT&T Co.*, 348 S.C. 340, 354, 559 S.E.2d 327, 335 (Ct. App. 2001). Because the Jewell failed to meet his burden, Plaintiff is entitled to the relief sought in its foreclosure cause of action.

Plaintiff sought a second cause of action in its complaint regarding the mobile home located on the Property. The Settlement Order previously issued by the Court in this case on May 3, 2024 confirms the agreement between the parties that the mobile home (a 1974 Elmwood mobile home with VIN ELZ2496) located on the Property was previously owned by the Defendant, Lori L. Marsengill. Ms. Marsengill was also the previous owner of the real estate at 428 Odessa Avenue which is the subject of the foreclosure. Ms. Marsengill appeared at the hearing and advised the Court that she no longer claims any interest in the mobile home and that all of her interest in the mobile home transferred to Mr. Jewell. Therefore, as Lori L. Marsengill no longer claims an interest in the mobile home in question, she is dismissed from the case.

#### PROCEDURAL HISTORY

1. The Lis Pendens was filed on August 17, 2023 and an amended Lis Pendens was filed on September 5, 2023.
2. The Summons and Complaint were filed on August 17, 2023 and an amended Summons and Complaint was filed on September 5, 2023.
3. Service was made upon the Defendant(s) named in this Order as is shown by the Proof(s) of Service filed herein.
4. That the Defendant, Lori L Marsengill, is in default as shown by the Affidavit of Default on file herein. However, she is dismissed as a defendant in the case.
5. The Defendant(s) and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Service members Civil Relief Act, and any amendments thereto.

FINDINGS OF FACT  
AS TO THE FIRST CAUSE OF ACTION  
(HOMEOWNERS ASSOCIATION FORECLOSURE)

1. On July 12, 2019, Michael D. Jewell was conveyed the property that is the subject of this forelclosure action known as 428 Odessa Avenue Westminster, S.C. 29693. The deed was not recorded with the Register of Deeds for Oconee County until November 3, 2021 in Book 2746 Page 339. The Property is more fully described below.

**ALL THAT CERTAIN piece, parcel or lot of land, situate, lying and being situate in the State of South Carolina, County of Oconee, being known and designated as Lot Number One Hundred Fourteen (114), Section Sherando of Foxwood Hills Subdivision, as shown and more fully described on a plat thereof recorded in Plat Book 42, page 129, records of Oconee County, South Carolina.**

**ALSO conveyed herewith is one (1) 1974 Elmwood Mobile Home bearing Serial Number ELZ2494 which is attached and permanently affixed hereto.**

**The property described herein is further SUBJECT to and includes any and all Right-of-Way and Easements heretofore granted and/or existing upon the premises, to include those shown on the referenced plat. Property specifically SUBJECT to those Covenants and Restrictions appearing of record at Deed Book 11-L, page 153; and in Deed Book 13-J, page 414, records of Oconee County, South Carolina.**

**THIS BEING the same property conveyed unto Michael D. Jewell by virtue of a QuitClaim Deed dated July 12, 2019 and recorded November 3, 2021 in Book 2746 at Page 339 in the Office of the Register of Deeds for Oconee County, South Carolina.**

428 Odessa Avenue  
Westminster, SC 29693  
TMS# 316-04-02-114

2. The above described properties are subject to governing documents for Foxwood Hills Property Owners Association recorded in the Office of the Register of Deeds - Oconee County in Mortgage January 9, 2019 in Book 2427 page 177.

3. By taking possession of the property, Defendant Jewell agreed to pay assessments and other charges allowed by the governing documents.

4. Pursuant to the governing documents a lien arises in favor of Plaintiff to secure payment of the unpaid charges.

5. Plaintiff's duly elected corporate directors have properly levied assessments and other charges against Defendant's property pursuant to the governing bylaws. Those charges are currently unpaid.

6. Heretofore, on February 28, 2023, Plaintiff filed a Notice of Lien in connection with unpaid assessments on the herein referenced property owned by the Defendant. The Notice of Lien is recorded in the Register of Deeds Office for Oconee County in Volume 14 at Page 258.

7. Pursuant to South Carolina law, Plaintiff is entitled to foreclose on the aforementioned lien.

8. The Defendant has failed to make payments of the assessments and interest, although demand for payment has been made, and the Plaintiff has elected to require immediate payment of the entire amount due thereon and has placed the lien in the hands of the attorney herein for collection.

9. 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 to the date of the filing of the Lis Pendens.

The Firm has been responsible for the preparation of the following pleadings.

1. Lis Pendens
2. Summons and Complaint
3. Affidavit of non-military status
4. Order of Reference
5. Motion for Summary Judgment
6. Notice of Hearing
7. Proposed Master's Order and Judgment of Foreclosure and Sale

- 8. Notice of Sale
- 9. Record of Hearing
- 10. Other documents as applicable pertaining to service, foreclosure intervention and prosecution of the action.

Additionally, the Firm has arranged for service of process on the Defendant(s), and has scheduled and attended the hearing in the matter, has provided reinstatement/payoff figures to the primary Defendant(s), if requested, and has had telephone conversations with the Defendant(s), if requested. Plaintiff's counsel has prepared and filed responses and/or objections to several motions filed by the Defendant Jewell and attended a previous hearing in the case. Future duties include forwarding copies of the Master's Order and Judgment of Foreclosure and Sale to the Defendant(s), advising the Defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by Plaintiff, representation of Plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a foreclosure matter, the attendant responsibilities and the outcome obtained for the Plaintiff, I find that the contractual attorneys' fees in the amount of Two Thousand And 00/100 (\$4,980.00) are reasonable.

7. The amount due and owing with respect to said property, with interest at the rate provided in the Covenants and Bylaws, and other costs and expenses of collection, including attorney's fees, secured by the lien provided for in the Covenants and Bylaws, is as follows:

a)	Balance of Dues/Assessments from 11/28/22 to 11/28/24	\$3,722.00
b)	Interest Due though 11/1/2024 at 1%	\$1,919.35
c)	Violation fees	\$5,632.77
d)	Late charges	\$270.00
e)	Recording Fee	\$61.21
f)	Real Property Taxes Paid	\$257.07
g)	Foreclosure Costs	\$1,237.53
h)	Attorney Fees	\$4,980.00

**TOTAL DEBT****\$18,079.93**

Interest for the period from the date shown above, through the date of this Judgment at the 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 current rate of 1% per annum (pursuant to the Covenants and Bylaws and Bylaws between date of judgment and the date of sale herein) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt, through the date to which such interest is computed.

8. That the Defendant, South Carolina Department of Motor Vehicles, is made a party by virtue of a 1974 Elmwood Mobile Home, Serial # ELZ2494 located on the subject property. This mobile home is confirmed to be part of the real estate as previously decided in the Settlement Order issued in this matter on May 3, 2024.

9. The records of the South Carolina Department of Motor Vehicles were searched for a 1974 Elmwood Mobile Home, Serial # ELZ2494 located upon the real estate described herein and all parties with an interest in this mobile home have been joined as parties herein.

10. That the Defendant Lori L Marsengill, is made a party to this action by virtue of being shown as the title holder on the Certificate of Title for the 1974 Elmwood Mobile Home, VIN# ELZ2494 with the South Carolina Department of Motor Vehicles. The plaintiff alleges that this Defendant has been paid for her interest in the subject mobile home and no longer has any interest; however, said Defendant, failed to file a transfer of title with the South Carolina Department of Motor Vehicles. Lori Marsengill conveyed her interest in the real property located at 428 Odessa Avenue Westminster, South Carolina along with the interest in the 1974 Elmwood mobile home VIN# ELZ2494 to Stacy Beckett by deed recorded in the office of the Register of Deeds for Oconee county on August 3, 2018 in Deed Book 2384 Page 259. Thereafter, Stacy Beckett conveyed his/her interest in the real property located at 428 Odessa Avenue Westminster, South Carolina along with the 1974 Elmwood mobile home VIN#ELZ2494 to Michael D. Jewell by deed dated July 12, 2019 and recorded November 3, 2021 in the Office of the Register of Deeds for Oconee County in Deed Book 2746 Page 339. Defendant Marsengill appeared at the hearing and stated that she had conveyed her interest in the mobile home to Jewell and no longer claims an interest in the home and she is dismissed from this case.

**AS TO THE SECOND CAUSE OF ACTION**

**(FOR POSSESSION AS TO THE DEFENDANT)**

11. Also included as additional collateral that is part of the real property was a 1974 Elmwood Mobile Home Serial # ELZ2494, together with all other property added or attached to it (together, the "Mobile Home"), which, upon information and belief, is located in Oconee County, South Carolina.

12. The Plaintiff is informed and believes that the Mobile Home is in the possession of the Defendant Michael D. Jewell; and is presently located in Oconee County at 428 Odessa Avenue, Westminster, SC 29693.

13. As the Plaintiff holds a interest in the mobile home as the mobile home is part of the real property. The Plaintiff may, in the event of default, for unpaid assessments of the governing documents for Foxwood Hills Subdivision, declare the entire unpaid balance, plus interest and other sums payable by the Defendant Michael D. Jewell, to be immediately due and payable and may enter upon the Property or any other property where the Mobile Home may be found and repossess and remove the Mobile Home.

14. By reason of the default of the Defendant Michael D. Jewell, the Plaintiff is entitled to possession of the Mobile Home as part of the real property located at 428 Odessa Avenue Westminster, South Carolina.

15. Upon information and belief, the Mobile Home has not been taken pursuant to any statute for any tax, assessment, or fine, and has not been seized under an execution or attachment against the Mobile Home.

16. The Plaintiff is informed and believes that it is entitled to an Order of the Court allowing it to possess the Mobile Home as part of the real property.

17. The Plaintiff, pursuant to Title 36, Chapter 9, Section 601(a)(2) of the South Carolina Code, and any amendments thereto, elects to proceed as to both the personal property, i.e., the Mobile Home, and the Property, in accordance with its rights and remedies in respect to these properties, and to sell the personal property and the Property together.

18. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

19. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

CONCLUSION OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of the property association lien and the property should be ordered sold at public auction after due advertisement. However, the sale shall be held in abeyance for sixty days from the date of this Order to allow Michael D. Jewell, the opportunity to seek assistance from FEMA for possible funds that he could use to cure the default with the Plaintiff.

2. That Plaintiff is entitled to the relief sought in its first and second causes of action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation set forth in the Complaint the sum of Eighteen Thousand Seventy-Nine And 93/100 Dollars (\$18,079.93) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the current rate of 1% percent per annum.

3. That the Defendants liable for the aforesaid lien shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the property described in the Complaint, as hereinafter set forth, be sold by the Clerk of Court at public auction at Oconee County Court House, Walhalla, South Carolina, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The Clerk of Court will require a deposit of five percent (5%) 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 Thirty (30) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the current rate of 1% percent.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

D. The above referenced instrument constitutes second lien on the property.

E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

F. If the successful bidder is a third party other than the Plaintiff, interest on the balance of the bid shall be paid to the date of compliance at the rate listed in the figures above.

5. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, Plaintiff may pay to the undersigned Clerk of Court only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. Personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

7. That the Clerk of Court will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The 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 Thirty (30) days after date of sale, then the Clerk of Court 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. That the Clerk of Court will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

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

NEXT: Any surplus will be held pending further order of the court.

9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Oconee 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 to whom the deed of conveyance has been issued 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 each Defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said premises so sold

11. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record.

12. And it is further ORDERED that the Court authorize the South Carolina Department of Motor Vehicles to register the mobile home if necessary and issue a Certificate of Title free of liens on the mobile home listed in the legal description to the successful bidder at the foreclosure sale.

13. IT IS FURTHER ORDERED that 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 titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Master-in-Equity is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

14. The 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.

15. Upon issuance of a Clerk of Court Report on Sale and Disbursements, the Register of Deeds - Oconee County is directed to release of record the lien being foreclosed, which lien is described as follows:

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

ALL THAT CERTAIN piece, parcel or lot of land, situate, lying and being situate in the State of South Carolina, County of Oconee, being known and designated as Lot Number One Hundred Fourteen (114), Section Sherando of Foxwood Hills Subdivision, as shown and more fully described on a plat thereof recorded in Plat Book 42, page 129, records of Oconee County, South Carolina.

ALSO conveyed herewith is one (1) 1974 Elmwood Mobile Home bearing Serial Number ELZ2494 which is attached and permanently affixed hereto.

The property described herein is further SUBJECT to and includes any and all Right-of-Way and Easements heretofore granted and/or existing upon the premises, to include those shown on the referenced plat. Property specifically SUBJECT to those Covenants and Restrictions appearing of record at Deed Book 11-L, page 153; and in Deed Book 13-J, page 414, records of Oconee County, South Carolina.

THIS BEING the same property conveyed unto Michael D. Jewell by virtue of a QuitClaim Deed dated July 12, 2019 and recorded November 3, 2021 in Book 2746 at Page 339 in the Office of the Register of Deeds for Oconee County, South Carolina.

428 Odessa Avenue  
Westminster, SC 29693  
TMS# 316-04-02-114 (lot and mobile home)

17. IT IS FURTHER ORDERED that if the Plaintiff or the 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.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW