

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

U.S. Bank National Association,
PLAINTIFF,

vs.

Tracie L Green; Palmetto Citizens Federal
Credit Union,
DEFENDANT(S)

MASTER'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE
(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2022-CP-32-00784

DEFICIENCY REQUESTED

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 June 21, 2024 on the Plaintiff's motion for summary judgment, attended by John S. Kay, Esq., attorney for the Plaintiff. The Defendant, Tracie L. Green ("Green" or "Defendant") did not appear at the hearing, despite notice of the hearing having been sent to all parties on June 3, 2024

The Court Reporter present at the hearing was Kathryn Bostrom with Garber Reporting Services whose contact information is: 3200 Devine Street, Suite 103 Columbia, South Carolina 29205, email: info@garberreporting.com and phone number (803) 256-4500. Lexington County does not have a staff court reporter. The parties to each case must pay for a court reporter. Tracie L. Green can obtain a copy of the transcript of the June 21, 2024 hearing by contacting the court reporting service to arrange to pay the court reporter for the transcript.

Based upon the arguments of counsel, exhibits presented, review and consideration of the case record filings and a review and consideration of those matters raised and argued by Defendant, I find conclude and order as follows:

Ms. Green called the Court the morning of the hearing requesting to be allowed to appear virtually or by telephone. It is, and has been, this Court's policy to conduct contested matters in-

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SC Court of Appeals

person with a court reporter. The request by Ms. Green has been made several times previously and it has been explained to her that while a status conference can be attended virtually since there is no swearing of witness, direct or cross examination etc., , this court's practice is that contested hearing must be conducted in-person.

Ms. Green has discussed in previous emails to the Court that she believes she cannot come to South Carolina for fear for her life. Ms. Green has indicated that the reasons for her belief extend from a racial component and a possibility of terrorist activity or something related to her previous work at a nursing home. The last reason she gave for not being able to appear in person was due to her limited finances. The subject of this foreclosure action is a parcel of real property located in Lexington County known as 123 Cardinal Pines Drive Lexington, South Carolina. This was the Defendant's address at the time of the filing of the action and is the location where she was served with the pleadings on March 8, 2022. The Defendant apparently moved to the state of New York at some point in the litigation and still maintains a residence in New York.

The court:

- (1) calls attention to and incorporates by reference Defendant's multitude of filings, motions or pleadings.
- (2) notes that court standard practice is to discuss court process that it is party's responsibility to argue any and all previously filed motions on the date of hearing. The Court takes notice that many motions are filed, then abandoned or resolved and not argued by the parties.
- (3) notes that the court notified parties by email that because it was a contested testimony hearing, then the hearing is in person, and
- (4) that the Court will address all motions raised and argued.
- (5) calls attention to the Summary Judgment hearing testimony where court questioned Plaintiff counsel about status of various filings.

The Court further notes that since Defendant did not appear to argue the below filings/ or motions, since Defendant did not appear to argue these matters, the court deems these motions abandoned:

(1) GAL. The Defendant had previously filed a motion requesting that a Guardian ad Litem be appointed for her. A Guardian ad Litem was not appointed in this case as the Defendant is not under a disability as would allow for the appointment of a GAL pursuant to the South Carolina Rules of Civil Procedure.

(2) APPOINTED ATTORNEY. The Defendant also appeared to argue that since she could not afford or obtain an attorney, then the court should appoint an attorney for her. While the landmark 1963 Supreme Court case *Gideon v. Wainwright* established that indigent defendants have a right to counsel in criminal cases, the extension of this right to a “Civil Gideon” in civil court cases has never been established. South Carolina has not adopted or established a right to a Civil Gideon (other than certain Family Court type cases etc.), so the Defendant does not have the legal right to have counsel appointed for her in this case.

(3) CONTINUANCE. This case has been continued numerous times at the request for the Defendant; however, there is no provision for a continuance to an indefinite date in the future when the Defendant might have funds to travel to South Carolina for a hearing.

(4) SAFETY. With regards to the concerns the Defendant has about her safety at a hearing, the Court had advised the Defendant that a member of the Lexington County Sheriff’s Department would meet the Defendant at her car in the courthouse parking lot and escort her safely to and from the courtroom to allay any fears she might have in appearing in court.

(5) LOSS MITIGATION. With regards to loss mitigation activities during the course of the foreclosure action, Plaintiff filed a Notice of Denial Loss Mitigation on May 20, 2022, pursuant to the requirements of the South Carolina Supreme Court Administrative Order for 2011.

(6) JURY TRIAL DEMAND. The Defendant was served with the summons and complaint in this case on March 8, 2022, but did not attempt to request a jury trial until May 23, 2022. (The Court again calls attention to and incorporates by reference the various matters filed and submitted in this case during the rime period under discussion).

The Defendant also filed a second request for a jury trial on July 6, 2022. The pleadings filed by Defendant did not include any compulsory counterclaims.

Rule 38, South Carolina Rules of Civil Procedure provides that a party may demand a jury trial not later than 10 days after the service of the last pleading directed to such issue. I find that the Defendant did not request a jury trial in this case in a timely fashion.

The Plaintiff's case is one for foreclosure of a mortgage and was properly referred to this court by Order dated July 5, 2022.

(7) VENUE. On July 15, 2022, Defendant filed a motion for change of venue in what appears to be an attempt to move the case to federal court from state court. The property in question is located in Lexington County and the Plaintiff's cause of action is for foreclosure of a mortgage on this property. Therefore, the proper venue for the case is the Court of Common Pleas for Lexington County, South Carolina.

(8) NOTICE OF REMOVAL. On November 28, 2022, Tracie L. Green filed a Notice of Removal with the United States District Court for the District of South Carolina seeking to remove the within case to federal court. On December 2, 2022, United States Magistrate Judge, Shiva V. Hodges, issued a Report and Recommendation wherein the Court recommended the matter be remanded to state court for lack of subject matter jurisdiction and failure to follow the removal procedures in 28 U.S.C. § 1446. United States District Court Judge, Sherri A. Lydon, adopted the Report of the Magistrate Judge in its entirety and issued an Order on January 23, 2023 remanding the case to the Lexington County Court of Common Pleas.

(9) FEDERAL COURT NOTICE OF APPEAL. On February 14, 2023 Tracie L. Green filed a Notice of Appeal to appeal the Order of Remand to the United States Court of Appeals for the Fourth Circuit. On October 2, 2023, the appeal was dismissed by the United States Court of Appeals for the Fourth Circuit. Thereafter, Green petitioned the United States Supreme Court for a writ of certiorari. The petition was denied by the United States Supreme Court by Order dated May 20, 2024.

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

As there are no pending matters in federal court, this case is properly before this Court for final disposition.

"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), SCRPC; *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)).

The Lis Pendens, Summon, Complaint, Notice of Foreclosure Intervention were filed on March 4, 2022. Service was accomplished on the Defendant, Tracie L. Green on March 8, 2022 at the property address of 123 Cardinal Pines Drive South Carolina 29073.

The Defendant has not denied signing the Note and the Mortgage in this case and did not file any affidavit in opposition to the Plaintiff's motion for summary judgment or the Plaintiff's affidavit in support of the motion for summary judgment. Plaintiff is entitled to foreclose the property because Defendant has breached the terms of the Note and Mortgage. An action for foreclosure of a mortgage 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 the existence of the contract – the Note and Mortgage executed by the Defendant. The Plaintiff has also shown that the contract was breached by the Defendant's failure to make the monthly payments on the Note and Mortgage. Lastly, the Plaintiff's affidavit lists the amount of damages suffered by the Plaintiff as a result of the Defendant's breach.

Plaintiff's Counsel also submitted an affidavit of attorney fees in this matter for the sum of \$6,345.00. I find that this sum is reasonable considering the pleadings and issues involved in the matter. In addition, plaintiff's counsel represented the Plaintiff in the federal court action during this case and appeals to both the Fourth Circuit Court of Appeals and the United States Supreme Court.

Additional Findings of Fact and Conclusions of Law

1. The Defendant, Tracie L Green, executed a Promissory Note dated June 9, 2014, promising thereby to pay to the order of U.S. Bank N.A. the sum of One Hundred Twenty Thousand Nine Hundred Fifty-Seven And 00/100 (\$120,957.00) with interest at 4.75 percent per annum. The Defendant also executed a mortgage in favor of U.S. Bank, N.A., dated June 9, 2014, covering real property in Lexington County, known as 125 Cardinal Pines Drive, Lexington, South Carolina. The mortgage was filed on June 19, 2014, and is of record in the Office of the Register

of Deeds - Lexington County in Mortgage Book No. 17023, at Page 139. The mortgage constitutes a first mortgage on the subject property.

2. Payment due on the Note has not been made as shown by the Plaintiff's Affidavit of Debt, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and filed this action to do so.

3. 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.

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

1. Notice of Foreclosure Intervention
2. Lis Pendens
3. Summons and Complaint
4. Order of Reference
5. Notice of Hearing
6. Proposed Master's Order and Judgment of Foreclosure and Sale
7. Notice of Sale
8. Record of Hearing
9. Other documents as applicable pertaining to service, foreclosure intervention and prosecution of the action.
10. The preparation of pleadings in the federal court matter where the Defendant sought to remove the state court foreclosure case to federal court, including appeals to the Fourth Circuit Court of Appeals and the Supreme Court of the United States of America.

Additionally, the Firm has arranged for service of process on the Defendant(s), and has scheduled and attended the hearings and status conferences in the matter, and reviewed numerous documents emailed and filed in the case by the Defendant. 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. The Court is required to examine the Plaintiff's request for attorney's fees in view of six factors:

1. The nature, extent, and difficulty of the case.
2. The time necessarily devoted to the case and labor involved in the case.
3. The beneficial results to the client of the representation.
4. The reasonableness of the fee
5. The professional standing of counsel
6. The contingency of compensation

Plaintiff's counsel has in excess of 34 years of experience in handling default and contested foreclosure litigation matters in South Carolina. Plaintiff's counsel's normally hourly rate for \$300.00 per hour. In light of the nature, extent and difficulty of this case, including the removal of the case to federal court and the subsequent appeals to the Fourth Circuit Court of Appeals and the United States Supreme Court, the extremely large volume of documents filed in the case, the potential liabilities inherent in a foreclosure matter, the attendant responsibilities and the outcome obtained for the Plaintiff, I find that the attorneys' fees in the amount of Six Thousand Three Hundred forty-Five And 00/100 (\$6,345.00) are reasonable.

4. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorneys' fees, secured by the Note and Mortgage, is as follows:

a)	Principal Balance due as of 4/1/2020	\$109,060.11
b)	Interest Due from 3/1/2020 to 7/1/2024 at 4.750%	\$22,448.40
c)	Escrow Advances	\$10,573.50
	Hazard Insurance	\$5,696.00
	MIP/PMI Payments	\$1,980.30
	Last Positive Balance	-\$230.95
	Taxes	\$3,128.15
d)	Foreclosure Costs	\$1,786.72
e)	Attorney Fees	\$6,345.00
	TOTAL DEBT	\$150,213.73

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 4.75% per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

5. That the Defendant, Palmetto Citizens Federal Credit Union, is made a party by virtue of a mortgage given by Tracie Ledora Green in the amount of Twelve Thousand And 00/100 (\$12,000.00) dated February 23, 2010 and recorded March 4, 2010, in Book No. 14125, at Page 135 in the Office of the Register of Deeds for Lexington County; thereafter, Palmetto Citizens Federal Credit Union subordinated its mortgage lien to the Plaintiff's mortgage lien by virtue of a Subordination of Mortgage dated May 7, 2014 and recorded June 19, 2014 in Book 17023 at Page 152 in said records. Said lien is junior in priority to the Plaintiff's first mortgage lien.

6. That the Plaintiff does not waive but specifically demands judgment against the Defendant(s), Tracie L Green, for the full amount found to be due to Plaintiff on the note and mortgage held by plaintiff, with the right to enter personal judgment against the Defendant(s), Tracie L Green for any deficiency in this action remaining after sale of the mortgaged premises.

7. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).

8. The loan is not applicable for the Home Affordable Modification Program as that program sunset on December 31, 2016.

CONCLUSION OF LAW

I, therefore, conclude as follows:

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of One Hundred Fifty Thousand Two Hundred Thirteen And 73/100 Dollars (\$150,213.73) 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 4.75% percent per annum.

3. That the Defendants liable for the aforesaid mortgage debt 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 mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master-in-Equity at public auction at The Lexington County Judicial Center 205 East Main Street, Courtroom 3-A, Lexington County Courthouse, Lexington County, South Carolina, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The Master-in-Equity 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 4.75% 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 a first lien priority mortgage on the subject 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 Master-in-Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. The Plaintiff has judgment against the Defendant(s), Tracie L Green, for the full amount found to be due the Plaintiff on the note and mortgage, with right to enter a personal judgment against the Defendant(s), Tracie L Green, for any deficiency in this action remaining after sale of the mortgaged premises.

7. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).

8. That the Master-in-Equity 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 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.

9. That the Master-in-Equity 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.

10. It is further ORDERED, ADJUDGED AND DECREED if the named defendant(s) continues in possession of the property after a deed has been issued to the purchaser, then the Sheriff of Lexington County is directed to eject and remove named defendant(s) from 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.

11. It is further ORDERED, ADJUDGED AND DECREED if the person(s) occupying the property after the deed has been issued to the purchaser is other than the named defendant(s), the purchaser shall serve the occupants with a Summons and Rule to Show Cause to determine why the occupant(s) should not be removed from the property.

12. 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 mortgaged premises so sold, or any part thereof.

13. 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.

14. 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.

15. 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.

16. Upon issuance of a Master-in-Equity Report on Sale and Disbursements, the Register of Deeds - Lexington County is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to U.S. Bank N.A. by Tracie L Green, dated June 19, 2014 and recorded Book No. 17023, at Page 139.

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

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot 6 on a Bonded plat of Cardinal Pines Subdivision prepared by Anderson and Associates Land Surveying, Inc., dated June 26, 2006, revised March 12, 2007 and recorded in the office of the Register of Deeds for Lexington County in Plat Slide 943 at Page 5. This further being shown on a plat prepared for Tracie L. Green by Anderson and Associates Land Surveying, Inc., dated June 12, 2007 to be recorded simultaneously herewith in Record Book 12135 at Page 7. reference to said plat is made for a more complete and accurate description, Be all measurements a little more or less.

Being the same parcel conveyed to Tracie L. Green from Hurricane Construction, Inc. by virtue of a deed dated June 29, 2007 and recorded July 3, 2007 in Deed Book 12135 at Page 8, in the Office of the Register of Deeds for Lexington County, South Carolina.

Assessor's Parcel No: 006614-01-006

123 Cardinal Pines Drive
Lexington, SC 29073
TMS# 006614-01-006

18. 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 SIGNATURE PAGE TO FOLLOW

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NO: 2022-CP-32-00784

U.S. Bank National Association,
PLAINTIFF(S)

Tracie L Green; Palmetto Citizens Federal Credit
Union
DEFENDANT(S)

Submitted by: John S. Kay (SC Bar #: 7914); Ashley Z. Stanley (SC Bar #: 74854); Alan M. Stewart (SC Bar #: 15576); Sarah O. Leonard (S.C. Bar #: 80165); Gregory Wooten (S.C. Bar #: 73586); Louise M. Johnson (S.C. Bar #: 16586);	Attorney for: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : Foreclosure Action

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
U.S. Bank National Association	Tracie L Green	\$N/A
If applicable, describe the property, including tax map information and address, referenced in the order: 123 Cardinal Pines Drive, Lexington, SC 29073 / TMS# 006614-01-006		

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.

James O. Spence Master-in-Equity	3068 Judge Code	Date
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FORM 4 ATTACHMENT

Tracie L Green
123 Cardinal Pines Dr
Lexington, SC 29073

Tracie L Green
P.O. Box 521
Yonkers, N.Y. 10710

Palmetto Citizens Federal Credit Union
c/o Nelson Weston, Esq.
1900 Barnwell Street
Columbia, SC 29201

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Lexington Common Pleas

Case Caption: Us Bank National Association VS Tracie L Green , defendant, et al
Case Number: 2022CP3200784
Type: Master/Order/Foreclosure & Sale and Form 4

AND IT IS SO ORDERED.

S/JUDGE JAMES O. SPENCE-3068

Electronically signed on 2024-11-14 11:19:57 page 17 of 17