

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-04562

United States of America, acting through the  
Rural Housing Service, its successors and  
assigns, United States Department of  
Agriculture,

Plaintiff,

vs.

James Y. Fisher, II, and Stacy C. Fisher a/k/a  
Stacy C. Woodle a/k/a Stacy C. Contris,

Defendants.

**JUDGMENT OF FORECLOSURE  
AND ORDER FOR SALE**  
(Deficiency Waived)  
(Non-Eligible for Loan Modification Under  
the Home Affordable Modification  
Program)

**RECEIVED**

**Apr 10 2025**

**SC Court of Appeals**

Pursuant to Rule 53 SCRPC and the Order of Reference filed herein, the above-entitled matter was referred to the undersigned, as Master-in-Equity for Horry County, to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause with appeal, if any, directly to the South Carolina Court of Appeals.

The case was called twice prior to commencing the hearing.

Pursuant to the said Order of Reference, a hearing was held on October 8, 2024 at 11:00 A.M. via the videoconferencing platform *WEBEX.com*. At the hearing, testimony was taken and evidence presented, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

**FINDINGS OF FACT:**

1. The Lis Pendens was filed on July 24, 2023.
2. The Summons and Complaint were filed on July 24, 2023.
3. Service was made upon the Defendant James Y. Fisher, II at the Property address as set forth below on July 26, 2023 as shown by the Affidavit of Service filed herein.

4. Service was made upon the Defendant Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris at 3498 Highway 701 S Unit 9F, Conway, South Carolina 29527 as is shown by the Affidavits of Service filed herein (Defendant James Y Fisher, II and Stacy C. Fisher a/k/a Stacy C. Woodle are hereinafter referred to collectively as “Defendants”).
5. Defendants have served no Answer or other responsive pleading upon Plaintiff United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture (“Plaintiff”) and are now in default pursuant to the Affidavit of Default.
6. According to the Affidavit filed June 17, 2024, the Defendants are not in the Military Services of the United States of America, as contemplated under the Servicemembers Civil Relief Act 108 P.L. 189, 117 Stat. 2835 (50 USC App. §§ 501-597b)(“SCRA”), and any amendments thereto.
7. The Order of Reference filed June 18, 2024 wherein the above matter was referred to Alan Clemmons, as Master in Equity for Horry County with authority to enter final judgment in the action.
8. The Defendants were notified of the time, date and place of hearing in this matter, a copy of said notice is filed in this action.
9. For value received, Defendants made, executed and delivered to Plaintiff and its successors a Promissory Note (“Note”) dated July 7, 1998, promising thereby to pay to Plaintiff and its successors the sum of \$109,100.00, upon the terms and conditions set forth therein.

10. Concurrent with the execution of the Note, Defendants also executed a Subsidy Repayment Agreement (“Subsidy”) promising to repay the Plaintiff the subsidy granted thereby.
11. To better secure the payment of the Note and Subsidy described above, Defendants made, executed and delivered to Plaintiff and its successors in writing, a Mortgage dated July 7, 1998, (“Mortgage”) covering real property in Horry County more fully described therein and below. The Mortgage was filed on July 8, 1998, and is of record in the office of the ROD for Horry County in Mortgage Book 2294 at Page 1343.
12. This Mortgage constitutes a first lien on the subject property.
13. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action are Defendants, who are the original mortgagors.
14. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note, Subsidy and Mortgage in the hands of the attorney herein for collection.
15. The sum of \$2,500.00 is a reasonable fee to allow as attorney fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Note, Subsidy and Mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

16. The Plaintiff testified the amount due and owing on the Note and Subsidy, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fee, secured by the Mortgage were as follows:

a.	Principal due as of October 8, 2024	\$98,978.63
b.	Interest from October 7, 2012, the date of default, through October 8, 2024, the date of hearing at 6.750%	\$80,245.80
c.	Late Charges before being sent to attorney for collection	\$1,183.12
d.	Subsidy granted	\$24,095.47
e.	Escrow/Impound required	\$1,720.00
f.	fees required with payoff:	
	o Escrow fees =	\$26,533.69
	o Caretaking fees =	\$2,265.71
	o Interest on fees =	\$12,056.06
g.	Attorney's fee	\$2,500.00
h.	Costs of collection prior to hearing	\$1,067.06
	Total Debt due under the Note, Subsidy and Mortgage, including interest to date shown	\$250,645.54

Per Diem at \$18.30

17. Upon weighing the equitable rights of the parties relating to the debt components of interest and property maintenance charges accruing over an extended period of time as identified above, the Court has determined that the Plaintiff sat upon its rights to commence and finalize its foreclosure action.

18. This determination is based upon equitable principles, specifically, the doctrine of unclean hands and other applicable equitable principles, specifically the doctrine of unclean hands and other applicable equitable maxims.

19. The Defendant James Y Fisher, II, appeared at the hearing and testified he voluntarily vacated the Property in February 2024, during the pendency of the within action.

20. The Defendant James Y Fisher, II did not contest any of the judgment figures or the Plaintiff's assertion that it made advancements for taxes and insurance.

21. While this is a default matter with Defendants filing no answer or responsive pleading and Defendant James Y. Fisher, II having occupied the Property through February 2024 and having presented no contest to the judgment figures, the Court is nonetheless addressing this issue *sua sponte* as a matter of public policy due to Plaintiff's significant delay in initiating and finalizing the foreclosure.

22. The Court reviewed the Authority to Testify and Statement of Debt along with the payoff funds panel, fee breakdown, mortgage contracting services, LLC invoice screen, the display check screen for tax disbursement to the Horry County Treasurer, the collection comments, the insurance hazard item screen.

23. I find that the Plaintiff has not provided to my satisfaction, the necessary proof of cancelled checks for any disbursements for taxes and insurance or the insurance declaration pages to substantiate the disbursements on the account and, therefore, I am not satisfied these items were properly advanced on the Defendant's Account.

24. As a result, the Court finds Plaintiff's Negative Escrow fees as indicated in the attachment to the Affidavit of Debt filed October 7, 2024 shall be reduced by \$18,516.31 from \$26,533.61 to \$8,017.38 for a total of which the Court believes to be a reasonable amount.

25. Accordingly, the debt Plaintiff is allowed to collect under the Notes, with interest at the rate provided in the Notes, Subsidy and other costs and expenses of collection, including attorney's fee, secured by the Mortgage shall be limited as follows:

a.	Principal due as of October 8, 2024	\$98,978.63
a.	Interest from October 7, 2012, the date of default, through October 8, 2024, the date of hearing at 6.750%	\$80,245.80
b.	Late Charges before being sent to attorney for collection	\$1,183.12
c.	Subsidy granted	\$24,095.47
d.	Escrow/Impound required	\$1,720.00
e.	fees required with payoff:	

○ Escrow fees	=	\$8,017.38
○ Caretaking fees	=	\$2,265.71
○ Interest on fees	=	\$12,056.06
f. Attorney's fee		\$2,500.00
g. Costs of collection prior to hearing		\$1,067.06
Total Debt due under the Note, Subsidy and Mortgage, including interest to date shown		\$232,129.23

Per Diem at \$18.30

The amount due (shown above) shall accrue interest at the rate of 6.750% per annum and together with such interest shall constitute the total debt due the Plaintiff, pursuant to S.C. Code §29-3-630.

26. That the Plaintiff is seeking foreclosure of the Mortgage against all Defendants, and its right to a deficiency judgment is expressly waived.

**CONCLUSIONS OF LAW**

I, therefore, conclude as follows:

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. The Defendants named herein and all persons whosoever claiming under him, 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 thereof.

2. Plaintiff's Mortgage constitutes a first lien on the subject property.

3. There is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$232,129.23 representing the total debt due Plaintiff as set out in the Findings of Fact *supra*.

4. The attorney fees included herein are fair and reasonable given (1) the nature of these proceedings, (2) the time actually devoted to the matter; (3) the professional standing of attorney who regularly represents clients in matters of this type as a partner in an AV rated firm; and (4) for the beneficial results that client has received.

5. The amount due in the preceding paragraph (the "Total Debt" as set forth hereinabove) shall accrue interest at the rate of 6.750% per annum and together with such interest shall constitute the total debt due the Plaintiff.

6. The judgment amount may be subject to increase to permit the Plaintiff to recover additional costs and expenses incurred within the foreclosure process and authorized under South Carolina law. Such additional costs and expenses shall be established by affidavit and shall be submitted to the Court without further hearing. Said affidavit must be presented to the Court for consideration within ten (10) days from the date of sale and must include supporting documentation. Jurisdiction over each component of the total debt is reserved to the undersigned to determine and to facilitate the assessment and payment of any such costs and/or assessments.

7. That on or before the date of sale of the property hereinafter described, Plaintiff or Plaintiff's attorney, is to be paid the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

8. 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 undersigned Master in Equity for Horry County at public auction, at the Horry County Courthouse, 1301 Second Avenue, Conway, County and State aforesaid, on some convenient sales 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 some other day appointed by the Court), on the following terms, that is to say:

A. FOR CERTIFIED FUNDS OR EQUIVALENT: The undersigned Master in Equity for Horry County will require, at the time of the bid, a deposit of five (5%) percent on the amount of the bid (in certified funds or equivalent) same to be applied on the purchase price if compliance is made; but in the event compliance is not made, the deposit may be forfeited without further hearing and applied first to costs of the action and then to Plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at the time of bid or comply with the other terms of the bid within thirty (30) days, then the property may be re-sold on the same terms and conditions on some subsequent sales day, but at the risk of the defaulting bidder(s).

B. Interest on the bid shall be paid through the day of compliance at the rate of 6.750%.

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

D. Plaintiff to pay for any statutory commission on sale from the proceeds of sale, and Purchaser to pay for deed preparation, costs of recording the deed and deed stamps.

9. As a personal or deficiency judgment is specifically waived, bidding will conclude on the **fall of the gavel** on the date of sale.

10. That the undersigned Master in Equity for Horry County, will by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; advertisement shall not be initiated any sooner than six weeks prior to the scheduled sales date; 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 undersigned Master in Equity for Horry County 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.

11. That the undersigned Master in Equity for Horry County will apply the proceeds of sale as follows:

**FIRST:** To the 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 (including attorney fees) or so much thereof as the purchase money will pay on the same.

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

12. That Plaintiff shall have judgment of foreclosure.

13. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses, and the indebtedness of Plaintiff in full, Plaintiff may pay to the undersigned Master in Equity for Horry County only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

14. Should the Plaintiff, Plaintiff's attorney or agent fail to appear on sales day, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day thereafter when the Plaintiff, Plaintiff's attorney or agent is present.

15. In the event of surplus funds and upon notification of the same, the Plaintiff shall provide this court Mortgagor's contact and identifying information ("Ordered Information") from their files so that Mortgagor may be located and notified of any remaining surplus funds. Ordered Information includes, but is not necessarily limited to the following: names, most recent mailing address, most recent email address, phone numbers, date of birth and social security numbers. Ordered Information provided to this court shall be kept confidential, shall be used for the sole purpose of notifying Owners of remaining surplus funds, and shall be destroyed upon distribution of attributable surplus funds. Ordered Information will not be published in the public record.

Ordered Information required by this court shall be provided to the court within a reasonable time period.

16. The successful bidder upon timely submission of the bid deposit shall be entitled to payoff amounts from any lienholder associated with the property that is the subject of this action. Liens include, but are not limited to, mortgages, statutory liens (mechanic's liens, property owners' association liens or other liens created by operation of law), judgments, tax liens and others. In the event the Plaintiff is the successful bidder, Plaintiff shall also be entitled to payoff amounts from lienholders. Lienholders shall provide payoff information within ten (10 days) of request.

17. 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 Horry 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.

18. 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.

17. That the deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Clerk of Court or Register of Deeds in the name of the owner of record of

subject property immediately prior to execution of the deed, as well as in the name of the undersigned Master in Equity for Horry County, who executes such deed as grantor.

18. The Master in Equity for Horry County, shall direct the Clerk of Court/Register of Deeds to release of record the mortgage lien being foreclosed, after the Order Confirming Sale and Disbursements has been executed and filed, which mortgage lien is described as follows:

That certain Mortgage given by James Y. Fisher, II and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacey C. Contris to United States of America acting through the Rural Housing Service and its successors dated July 7, 1998, and recorded in the Office of the Clerk of Court/Register of Deeds for Horry County on July 8, 1998, in Book 2294 at Page 1343.

19. The undersigned Master in Equity for Horry County will retain jurisdiction to do all the necessary acts incident to this foreclosure including, but not limited to, the issuance of a Supplemental Order to evidence additional debt incurred if the sale of the property is delayed by the filing of a bankruptcy petition, transfer of service of the Note, Subsidy, and Mortgage by the Plaintiff, or an attempt of the parties to reach a settlement, the issuance of a Supplemental Order to correct a harmless error in the action that does not substantially affect the rights of the parties, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCF, and hearing any issues involving appraisal proceedings under §29-3-680 et seq of the South Carolina Code of Laws (1976) as amended.

20. Mortgaged property to be sold by Master in Equity for Horry County:

*All and singular that certain piece, parcel or lot of land, together with any and all improvements situate thereon, situate, lying and being in Conway Township, Horry County, South Carolina and being more particularly described as Lot 37, Phase I, on a Plat of Jasmine Woods Subdivision, Phase I, prepared by Hester Land Surveying Co., Inc., by L.J. (Alex) Hester, R.L.S., dated August 29, 1990 which plat is recorded in the Office of the ROD for Horry County in Plat Book 111 at Page 126, reference to which is craved as forming a part and parcel hereof.*

*This conveyance is made subject to that certain Declaration of Covenants and*

*Restrictions of Jasmine Woods Subdivision, Phase I, dated September 28, 1990 and recorded October 1, 1990 in Deed Book 1425 at Page 55, Office of the ROD for Horry County, South Carolina.*

*This being the same property conveyed to James Y. Fisher, II and Stacey C. Fisher by deed from Ronald G. Street and Sophia J. Street dated July 7, 1998 and recorded July 8, 1998 in the Office of the ROD for Horry County in Book 2052 at Page 1143.*

TMS No.: 136-17-01-029

Address: 308 Jasmine Drive, Conway, South Carolina 29526

**[MASTER IN EQUITY ELECTRONIC SIGNATURE PAGE TO FOLLOW]**

January \_\_\_\_\_, 2025.  
Horry County, South Carolina

FORM 4

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

JUDGMENT IN A CIVIL CASE  
 CASE NO.: 2023-CP-26-04562

United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture,

James Y. Fisher, II, and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris,

PLAINTIFF,

DEFENDANTS.

<b>Submitted by:</b> HARRELL, MARTIN & PEACE, P.A. Taylor A. Peace, SC Bar #100206 Jamie A. Weller, SC Bar #105548 135 Columbia Avenue, Post Office Box 1000 Chapin, South Carolina 29036	<b>Attorney for:</b> <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/hearing before the court. The issues have been tried or heard and decision rendered.
  - 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 \_\_\_\_\_
  - 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 COURT RULING IN THIS APPEAL.

RECEIVED

Apr 10 2025

SC Court of Appeals

**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 :

INFORMATION FOR THE PUBLIC 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)
United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture	James Y. Fisher, II and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris	THE PROPERTY WHICH IS THE SUBJECT OF THIS ACTION BE SOLD AT PUBLIC SALE PURSUANT TO THE JUDGMENT OF FORECLOSURE AND ORDER FOR SALE.  \$n/a
If applicable, describe the property, including tax map information and address, referenced in the order: TMS No.: 136-17-01-029 Address: 308 Jasmine Drive, Conway, South Carolina 29526		

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.**

Alan Clemmons  
 Master in Equity for Horry County

\_\_\_\_\_, 20\_\_\_\_.





Horry Common Pleas

**Case Caption:** United States Of America , plaintiff, et al VS James Y Fisher II ,  
defendant, et al  
**Case Number:** 2023CP2604562  
**Type:** Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/Alan D. Clemmons 3088 Master in Equity