

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
Case No. 2024-CP-38-01428

Landvest Holdings I, LLC,

Plaintiffs,

vs.

Fernelephe Ancrum and the U.S. Small
Business Administration, an agency of the
Government of the United States of
America,

Defendants.

**MASTER IN EQUITY'S ORDER AND
JUDGMENT OF FORECLOSURE AND SALE**
Deficiency Demanded as to Fernelephe Ancrum
Non-Jury

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Jul 18 2025
SC Court of Appeals

I, the undersigned Master in Equity for Orangeburg County, make the following findings of fact and conclusions of law. Pursuant to the Order of Reference filed on February 25, 2025, the foreclosure hearing was held on May 7, 2025. Plaintiff Landvest Holdings I, LLC ("Plaintiff") appeared through its attorney, and Benjamin Cognata ("Cognata") appeared and testified as the owner of the Plaintiff. Defendant Fernelephe Ancrum ("Ancrum") appeared *pro se* and testified on her own behalf.

From the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT

1. The Notice of Lis Pendens, Certificate of Exemption from ADR, Summons, and Complaint (the "Pleadings") were filed in the Orangeburg County Clerk of Court's Office on October 28, 2024, and this case was assigned Case Number 2024-CP-38-01428.¹

¹ The subject mortgage is not subject to modification under the Home Affordable Modification Program (HMP) for residential loans owned, securitized or guaranteed by the Federal National

2. Plaintiff caused the Pleadings to be served upon Ancrum on November 22, 2024, as evidenced by the Affidavit of Service filed on January 2, 2025. Ancrum did not timely file any response to the Pleadings, and Plaintiff was informed and believed that Ancrum was in default. However, at the hearing, Ancrum testified that a letter sent to Plaintiff via its counsel, Mary M. Caskey, in November 2024 was intended to be in response to the Pleadings. Plaintiff's counsel stated that she treated the letter as a dispute pursuant to the Fair Debt Collection Practices Act and responded with a copy of all relevant loan documents. Additionally, Ancrum testified that she filed an Answer on February 21, 2025, to the Pleadings, although that document purported to be an answer to "USA/SBA."

3. Ultimately, Plaintiff consented to allow Ancrum out of any default despite her failure to timely file an answer. The Court received copies of correspondence from Ancrum to Plaintiff in which Ancrum requests validation of debt and proof of claim as to the debt asserted by the Plaintiff, which the Court treated as an answer by Ancrum. The letters also allege violations of the Fair Credit Reporting Act, Violation of the Fair Debt Collection Practices Act, Defamation of Character, and Violation of United States Code Title 18, Part I, Chapter 63, § 1341 (Mail Fraud) (collectively, "Consumer Claims").

4. Plaintiff caused the Pleadings to be served upon Defendant the U.S. Small Business Administration, an agency of the Government of the United States of America (the "SBA") by certified, return-receipt requested restricted-delivery mail on November 14, 2024, as evidenced by the two Proofs of Service filed on May 5, 2025. The SBA timely served and filed its Answer to Complaint and Consent to Reference on December 19, 2024.

Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac). Plaintiff is not a participant in the HMP.

5. Plaintiff notified all defendants of the time, date, and place of the foreclosure hearing in this matter, as evidenced by the Notice of Hearing and Certificate of Service filed on April 15, 2025.

6. For valuable consideration given, Ancrum executed and delivered to Plaintiff a Promissory Note dated October 24, 2014, in the original principal amount of Seventy Thousand Seven Hundred Sixty-Four and 45/100 (\$70,764.45) (the "Note").

7. To secure the repayment of the Note and the debt evidenced thereby, Ancrum executed and delivered to Plaintiff a Mortgage dated October 24, 2014 ("Mortgage"), through which Simpson mortgaged to Plaintiff the real property described in the Mortgage ("Mortgaged Property"). The Mortgage was recorded on October 30, 2014, in the Orangeburg County Register of Deeds Office in Book 2354, page 98.

8. The Note and the Mortgage are hereinafter collectively referred to as the "Loan Documents."

9. Ancrum did not dispute that she signed the Note and Mortgage.

10. Ancrum did not dispute that she received a loan for the amount set forth in the Note.

11. The Mortgage constitutes a valid first priority mortgage lien on the Mortgaged Property.

12. Plaintiff is the current holder of the Loan Documents.

13. Ancrum is the current record owner of the Mortgaged Property.

14. Payments due on the Note and the Mortgage have not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the

entire amounts due thereon and has placed the Note and the Mortgage in the hands of the attorney herein for collection.

15. On or about August 30, 2024, Plaintiff sent a right to cure letter to Ancrum.

16. Ancrum did not dispute that she did not reinstate the loan after receiving the right to cure.

17. The letters and documents offered by Ancrum do not include any specific dates, facts, or grounds for any of the Consumer Claims, and none were raised by Ancrum during her cross-examination of Coganta or her direct testimony. Instead, Ancrum repeatedly stated that she demanded “proof of claim” from Plaintiff.

18. Plaintiff presented the Loan Documents and a payment history from Ancrum, none of which was disputed by Ancrum.

19. The Note allows Plaintiff to recover its attorney’s fees, costs, and expenses, and in relevant part, the Note provides:

And the Maker further agrees hereby that if any part of the money due herein be not paid when due, or if this Note be placed in the hands of an attorney for collection, or if this debt or any part thereof, be collected by an attorney or legal proceedings of any kind, a reasonable attorneys' fee, besides all costs and expense incident upon such collection shall be added to the amount due upon this Note, and be collectible as a part thereof.

(Note p. 1.)

20. The amount due under the Note as of May 7, 2025, is \$44,295.67, plus attorney’s fees of \$3,500 and costs of \$1,037.69, for a total of \$48,833.36.

21. Interest continues to accrue on the Note at the current rate of 11.07% *per annum* from May 7, 2025.

22. Plaintiff seeks to foreclose the Mortgage and does not waive the right to a personal or deficiency judgment for any deficiency remaining after the sale of the Mortgaged Property. However, Plaintiff reserves the right to waive deficiency prior to the sale.

23. The following defendants may claim an interest in the Property, which are all junior and subordinate to Plaintiff's Mortgage:

(a) the SBA by virtue of the Mortgage from Ancrum in the original amount of \$59,600.00 dated May 20, 2016, and recorded on September 27, 2016, in the Orangeburg County Register of Deeds Office in Book 2462, page 308, which was modified by that certain Modification of Mortgage dated November 21, 2017, and recorded on December 4, 2017, in the Orangeburg County Register of Deeds Office in Book 2537, page 290, which was further modified by that certain Modification of Mortgage dated June 28, 2018, and recorded on July 3, 2018, in the Orangeburg County Register of Deeds Office in Book 2573, page 265.

24. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) SCRCF. Any interest of these defendants are subordinate to Plaintiff's first Mortgage.

CONCLUSIONS OF LAW

I, therefore, conclude that the Mortgage is not subject to modification under the Home Affordable Modification Program, that Plaintiff should have judgment of foreclosure of the Mortgage and the Mortgaged Property should be ordered sold at public auction after due advertisement, and a personal or deficiency judgment against Ancrum, with a credit against the judgment to be given for the net proceeds received by the Plaintiff for the sale, shall be entered upon the judgment rolls for Orangeburg County. The Mortgaged Property shall be sold at the

foreclosure sale conducted by the Master in Equity for Orangeburg County at the sales date set forth below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The subject mortgage is not subject to modification under the Home Affordable Modification Program (HMP) for residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac). Plaintiff is not a participant in the HMP.

2. Plaintiff has proved the amount of the debt due under the Note and is entitled to foreclose the Mortgage.

3. The Consumer Claims are denied and dismissed with prejudice. Ancrum failed to raise any legitimate defenses to the amount alleged by the Plaintiff, or to the right of the Plaintiff to enforce the Mortgage.

4. Plaintiff is entitled to recover its attorney's fees, costs, and expenses associated with the default under the Note and the Mortgage, including, but not limited to, the attorney's fees, costs, and expenses associated with this foreclosure action.

5. There is due to Plaintiff on the Note the sum \$48,833.36 as of May 7, 2025, and Plaintiff is entitled to judgment for that amount.

6. The amount due in the preceding paragraph shall constitute the total judgment debt due under the Note to Plaintiff and shall bear interest hereafter until paid on the Note at the rate of 11.07% *per annum* from May 7, 2025, until the entry of judgment and at the Note rate thereafter. Further, to the extent Plaintiff advances money for insurance or other expenses to preserve the property after May 7, 2025, such advances may be added to the total judgment debt.

7. Ancrum is liable for the aforesaid debt, and on or before the date of sale of the Mortgaged Property, Ancrum may pay to Plaintiff's attorneys the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

8. On default of payment at or before the time herein indicated, the Mortgaged Property shall be sold by the Orangeburg County Master in Equity, or his agent, at public auction, at the Orangeburg County Courthouse, Orangeburg, South Carolina, 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 the day designated by the selling officer succeeding such holiday), on the following terms, that is to say:

The sale shall be for cash, and the highest bidder shall be required to make a deposit of five (5%) percent on the bid (in cash or its equivalent) as earnest money and as evidence of good faith. If the Plaintiff is the successful bidder at the sale, the Plaintiff may, after paying the costs of the sale, apply the debt due upon its Mortgage against its bid in lieu of cash or certified funds. Should the person making the highest bid at the sale fail to comply with the terms of his bid by depositing the said five (5%) percent in cash or certified funds, then the property shall be sold at the risk of such bidder on the same sales date or some subsequent date as the selling officer may find convenient and advantageous. Persons submitting additional bids after the initial sale shall deposit five (5%) percent of their bids in cash or certified funds as prescribed above. The Orangeburg County Master in Equity or his designated representative, shall promptly return all deposits except the deposit securing the highest bid. Purchaser will be required to pay interest on the balance of the final bid through the date of compliance at a rate of 11.07% *per annum*. Should the last and highest bidder fail to comply with the terms of his bid within thirty (30) days of the final acceptance of his bid, then the selling officer shall re-advertise and resell the property on the same terms on a subsequent date at the risk of such bidder. In the event of non-compliance within the thirty (30) days, the deposit shall be forfeited and applied first to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff. The sale shall be subject to taxes, to existing easements and restrictions, and to homeowner's association assessments accruing subsequent to the date of the deed/title issued to the purchaser. Purchaser shall pay all costs of recording the deed. Since a deficiency judgment is being requested, the Orangeburg County Master in Equity will hold the sale open for a period of thirty (30) days after the date of the sale.

9. Plaintiff seeks to foreclose the Mortgage and does not waive the right to a personal or deficiency judgment for any deficiency in this action remaining after the sale of the Mortgaged Property. However, Plaintiff reserves the right to waive deficiency prior to the sale.

10. After advertisement according to law, notice of the time and place of such sale, and the terms thereof, shall be given and the Orangeburg County Master in Equity shall convey to the purchaser(s) a deed to the property sold; and 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(s) should fail to comply with the terms thereof, the Court may advertise the property for sale on the next, or some other subsequent sales day, at the risk of the former highest bidder, and so from time to time thereafter until a compliance shall be secured. The deed will be taken subject to payment by grantee of any taxes or special assessments constituting a lien against the property sold under this Order and hereinafter more fully described. Pursuant to S.C. Code §12-24-40(13), the successful bidder (other than Plaintiff) shall pay the cost of deed stamps on the deed.

11. That the proceeds of the sale be applied as follows:

FIRST, to payment of the amount of the costs and expenses of this action, including the Master in Equity's fee and the costs of advertising the Notice of Sale, and any taxable disbursements by the attorneys in the action;

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

THIRD, any surplus proceeds to be held subject to further order of this Court.

12. Upon the making of the sale of the Mortgaged Property, as hereby ordered, and the execution and delivery to the purchaser of a deed to the property, the said purchaser or

purchasers shall be let into possession of the premises on production of the deed, and the Sheriff of Orangeburg County shall put the holder of the deed into possession of the premises.

13. Each defendant named herein and all persons whosoever claiming under him, them or it, are forever barred and foreclosed of all right, title and interest and equity of redemption in the Mortgaged Property so sold, or any part thereof.

14. The undersigned 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 and disposing of any surplus funds pursuant to Rule 71(c), SCRPC.

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

All that certain piece, parcel or lot of land, with any and all improvements thereon, situate, lying and being in the City of Orangeburg, Orangeburg County, State of South Carolina, being more particularly shown as Orangeburg County No. 0173-17-21-002-000 and 0173-17-21-003-000 and being bounded and measuring as follows: On the Northeast by Cuttino Street for a distance of 152 feet, more or less; on the Southeast by John C. Calhoun Drive for a distance of 110 feet, more or less; on the Southwest by property now or formerly of Ballard Parts, Inc., for a distance of 155 feet, more or less; on the Northwest by property now or formerly of Al M. Hughes, Jr., for a distance of 100, more or less.

This conveyance is made subject to any and all recorded rights-of-way, easements, restrictions and conditions; and is further subject to any of the foregoing which may appear from an inspection of the premises.

This being the same property conveyed to Benjamin Cognata by deed from Forfeited Land Commission of Orangeburg County, dated October 23, 2012 and recorded October 23, 2012 in Deed Book 1480 at Page 0173 in in the Register of Deeds for Orangeburg County, South Carolina

TMS#s 0173-17-21-002-000 and 0173-17-21-003-000

Property Address: 1168 John C. Calhoun Drive, Orangeburg, SC 29115-6656.

16. If Plaintiff or Plaintiff's representative does not appear at the scheduled sale of the Mortgaged Property, then the sale of the Mortgaged 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

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024-CP-38-01428

Landvest Holdings I, LLC,

Fernelephe Ancrum, et al.,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Mary M. Caskey, Esq.

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ 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 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

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)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order: 1168 John C Calhoun Dr, Orangeburg, SC 29115-6656, TMS# 0173-17-21-002-000 and 0173-17-21-003-000

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.

Master in Equity

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2025 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2025 to attorneys of record or to parties (when appearing pro se) as follows:

Mary M. Caskey
PO Box 11889
Columbia, SC 29211-1889

Fernelephe Ancrum
1168 John C. Calhoun Dr
Orangeburg, SC 29115

Fernelephe Ancrum
10 Hewitt Lane
St. Matthews, SC 29135

Dina G. Boorda, Esq. (Via E-file)

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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.



Orangeburg Common Pleas

Case Caption: Landvest Holdings I, Llc VS Fernelephe Ancrum , defendant, et al

Case Number: 2024CP3801428

Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

James B. Jackson, Jr. 3077 Master in Equity