

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF FLORENCE

DOCKET NO. 2024CP2102667

PennyMac Loan Services, LLC,

Plaintiff,

JUDGMENT OF FORECLOSURE AND SALE
Deficiency Judgment Waived

v.

Troy Pugh; Kitre Pugh, individually; Kitre Pugh,
as personal representative of the Estate Sylvia Ann
Pugh; Libre Timmons; Cypress Point Owners
Association, Inc.;

Defendant(s).



(016487-01575)

Brian P. Yoho, Esquire
Attorney for the Plaintiff

A hearing was held February 20, 2025 at 10:00am.

Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on October 28, 2024.
2. The Summons and Complaint were filed on October 28, 2024.
3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
4. The Defendant(s) Troy Pugh, Kitre Pugh, individually, Kitre Pugh, as personal representative of the Estate Sylvia Ann Pugh, Libre Timmons, Cypress Point Owners Association, Inc., are in default.
5. The Defendant(s) Troy Pugh, Kitre Pugh, individually, Kitre Pugh, as personal representative of the Estate Sylvia Ann Pugh, Libre Timmons, is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. 3901 et. seq. as shown by affidavit, certificate or order filed herein.

6. No Defendant raised any issues related to Plaintiff's standing to prosecute this action.

7. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011 and with the South Carolina Supreme Court Administrative Order 2020-04-30-02 and 2020-05-06-01.

8. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

9. Sylvia Willis Pugh for value received, made, executed and delivered a(n) Fixed Rate Note dated February 17, 2021 promising thereby to pay to Plaintiff or its predecessor the sum of \$109,971.00 with interest at 2% per annum. Other terms and conditions are stated in the Fixed Rate Note, of record herein.

10. To better secure the payment of the Fixed Rate Note described above, Sylvia Willis Pugh made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Intercontinental Capital Group, Inc., its successors and assigns a certain real estate Mortgage in writing, dated February 17, 2021 covering real property in Florence County, which is the same as that described in the Complaint. This Mortgage was filed on February 19, 2021, and is of record in the Office of Clerk Of Court in Book 904 at Page 1587. This mortgage was assigned to PennyMac Loan Services, LLC by assignment dated October 19, 2024 and recorded October 21, 2024 in Book 1125 at Page 502.

11. This Mortgage constitutes a Purchase Money First priority lien on the subject property, subject only to ad valorem taxes or other liens given priority by statute.

12. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

13. Subsequently, Sylvia Ann Pugh died testate on December 13, 2023, leaving the subject property to his/her heirs or devisees, namely, Trovel Pugh, Kitre Pugh and Libre Timmons, as is more fully preserved in the Probate records for Florence County, in Case No.2024ES21007.

14. Plaintiff established that the Note is in default for failure to make the June 1, 2024 and all subsequent payments.

15. Payment due on the Fixed Rate Note was not made as provided for therein, and Plaintiff, as the holder or nominee for the holder thereof, elected to require immediate payment of the entire amount due thereon and placed the Fixed Rate Note and Mortgage in the hands of the attorney herein for remedy by foreclosure.

16. The sum of \$4,200.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Fixed Rate Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. Plaintiff has advanced \$2,780.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

17. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Fixed Rate Note, with interest at the rate provided in the Fixed Rate Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Fixed Rate Note and Mortgage, is as follows:

(a)	Principal due June 1, 2024	\$101,223.16
(b)	Deferred Principal Balance	\$0.00
(c)	Interest from May 1, 2024 through February 3, 2025 at 2% per annum.....	\$1,529.48
	Interest from February 3, 2025 through February 20, 2025 at 2% per annum.....	\$88.80
(d)	Allowable Advances (Escrow advances, corporate charges, paid attorney fees, paid costs and expenses from the foreclosure action, and/or other charges).....	\$8,580.81
(e)	Outstanding Costs of collection prior to hearing (service, filing, etc.)	\$188.48
(f)	Allowable Late Charges.....	\$48.78
(g)	Attorney fee (awarded herein, but unpaid)	\$1,420.00
	TOTAL debt secured by Fixed Rate Note and Mortgage, including interest to date shown	\$113,079.51

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 2% per annum (pursuant to the terms of the Fixed Rate Note and Purchase Money First Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the Purchase Money First Mortgage through the date to which such interest is computed.

18. Plaintiff is seeking the usual foreclosure of the Purchase Money First mortgage and has in the Complaint (or subsequently thereto in writing) expressly waived the right to a personal or deficiency judgment.

19. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. Troy Pugh, Kitre Pugh, Libre Timmons, as heir(s) or devisees of the Estate of Sylvia Ann Pugh

b. Kitre Pugh, as personal representative(s) of the Estate of Sylvia Ann Pugh in such fiduciary capacity as representative of any person or entity that may be a creditor or claimant against such Estate, and by virtue of the powers granted by decedent's Will or by statute.

c. Cypress Point Owners Association, Inc. by virtue of any lien enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions recorded herein, and any amendments thereto. Also including any other liens they may have.

IT IS THEREFORE ORDERED:

20. The South Carolina Supreme Court Administrative Order 2009-5-22-1 dated May 22, 2009 is not applicable because the Home Affordable Modification Program expired before commencement of this action. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011 and with the South Carolina Supreme Court Administrative Orders 2020-04-30-02 and 2020-05-06-01, and the foreclosure action may proceed.

21. There is due to the Plaintiff on the Fixed Rate Note and Purchase Money First Mortgage set forth in the Complaint the sum of \$113,079.51 dollars, as set out in the Findings of

Fact *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

22. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

23. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

24. The Defendant(s) liable for the aforesaid judgment debt of the Fixed Rate Note and Mortgage including interest at the rate of 2% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction by the Clerk of Court at the Florence County Courthouse, in the City of Florence, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 20 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the Note rate of 2%.

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

d. Purchaser shall pay for any statutory commission on sale from the proceeds

of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

25. A 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.

26. Plaintiff may waive any of its rights, in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.

27. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 20 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.

28. In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the same terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

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

30. The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem fee, Servicemember Civil Relief Act attorney fee, or any other attorney's fees awarded under this or any other Order of this Court;

NEXT: To the payment to 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 the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest allowable advances, and related calculations of this Court, including the Court's award for attorney fees,

court permitted charges and taxable costs pursuant to Rules 54 and 71 of the South Carolina Rules of Civil Procedure and the terms of the Note and Mortgage;

NEXT: Any surplus will be held pending further Order of the Court as provided for in the South Carolina Rules of Civil Procedure, particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

31. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Florence County is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

32. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

33. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

34. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

35. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

36. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

37. The following is a description of the property herein ordered to be sold:
All that certain piece, parcel or lot of land, together with improvements thereon, located in the City and County of Florence, State of South Carolina, known and designated as Lot No. 1, as shown on a plat of Cypress Point Townhouse Development, being recorded in Plat Book 15, at Page 631, in the Office of the Clerk of Court for Florence County, South Carolina. Said property having such size, shape, courses,

distances, boundaries and measurements as shown on the aforesaid plat, which is incorporated herein by reference, for a more complete and accurate description.

This being the same property conveyed to Sylvia Willis Pugh by deed of Bruce Smith dated February 17, 2021 and recorded February 19, 2021 in Book 904 at Page 1583 in the Office of the Clerk of Court for Florence County. Subsequently, Sylvia Ann Pugh died testate on December 13, 2023, leaving the subject property to his/her heirs or devisees, namely, Trovel Pugh, Kitre Pugh and Libre Timmons, as is more fully preserved in the Probate records for Florence County, in Case No.2024ES2100750.

Property Address: 700 S Cashua Dr Apt 11A
Florence, SC 29501

TMS/PIN# 90020-02-012

Haigh Porter
Master in Equity

Florence, South Carolina

FORM 4

JUDGMENT IN A CIVIL CASE

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

CASE NO. 2024CP2102667

PennyMac Loan Services, LLC

Troy Pugh ; Kitre Pugh, individually ; Kitre Pugh, as personal representative of the Estate Sylvia Ann Pugh; Libre Timmons; Cypress Point Owners Association, Inc. ;

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: John J. Hearn (SC Bar # 6635); Brian P. Yoho (SC Bar #73516); Jeriel A Thomas (SC Bar # 101400); R. Brooks Wright (SC Bar #105195)
Attorneys for the Plaintiff
Rogers Townsend, LLC
1221 Main Street, 14th Floor
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rogerstownsend.com

Attorney for : [X] 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.
[X] 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: [X] See attached order (formal order to follow) [] Statement of Judgment by the Court: _____

ORDER INFORMATION

This order [X] ends [] does not end the case.

Additional Information for the Clerk : As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

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.

Table with 3 columns: Judgment in Favor of (List name(s) below), Judgment Against (List name(s) below), Judgment Amount To be Enrolled (List amount(s) below)

N/A		
		\$
		\$
<p>If applicable, describe the property, including tax map information and address, referenced in the order:</p> <p>All that certain piece, parcel or lot of land, together with improvements thereon, located in the City and County of Florence, State of South Carolina, known and designated as Lot No. 1, as shown on a plat of Cypress Point Townhouse Development, being recorded in Plat Book 15, at Page 631, in the Office of the Clerk of Court for Florence County, South Carolina. Said property having such size, shape, courses, distances, boundaries and measurements as shown on the aforesaid plat, which is incorporated herein by reference, for a more complete and accurate description.</p> <p>This being the same property conveyed to Sylvia Willis Pugh by deed of Bruce Smith dated February 17, 2021 and recorded February 19, 2021 in Book 904 at Page 1583 in the Office of the Clerk of Court for Florence County. Subsequently, Sylvia Ann Pugh died testate on December 13, 2023, leaving the subject property to his/her heirs or devisees, namely, Trovel Pugh, Kitre Pugh and Libre Timmons, as is more fully preserved in the Probate records for Florence County, in Case No.2024ES2100750.</p> <p>90020-02-012</p> <p>700 S Cashua Dr Apt 11A Florence, SC, 29501</p>		

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.

Circuit Court Judge/Master in Equity/Special Referee	Judge Code	Date
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For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney’s box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Rogers Townsend, LLC

P.O. Box 100200

Columbia, SC 29202-3400

ATTORNEY(S) FOR THE PLAINTIFF(S)
016487-01575

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Troy Pugh
3978 Beckford St
Florence, SC 29501

Kitre Pugh, individually
46 Niagara St
Waterbury, CT 06705

Kitre Pugh, as personal representative of the Estate
Sylvia Ann Pugh
46 Niagara St
Waterbury, CT 06705

Libre Timmons
211 Button Willow St
Unit 14 F
Taylors, SC 29687

Cypress Point Owners Association, Inc.
2224 W Palmetto Street
Florence, SC 29501

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.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Florence Common Pleas

Case Caption: Pennymac Loan Services Llc VS Troy Pugh , defendant, et al

Case Number: 2024CP2102667

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

So Ordered

s/Haigh Porter, 3082