



The attorneys for the Defendant Waldrop and the Plaintiffs Brown were then permitted to make oral argument. The attorney for the Defendant Waldrop craved reference to an affidavit from Defendant Teresa Waldrop that was previously filed on July 11, 2025. He further indicated that he had served the successful purchase from foreclosure auction, Wayne Wheeler, with notice of the motion hearing. Mr. Burgess indicated that his Client took no official position on the motion filed by the parties seeking to intervene.

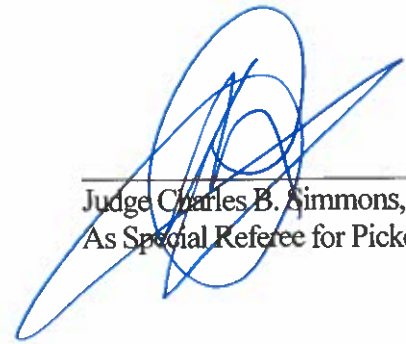
After a careful review of the facts of the underlying foreclosure action, the arguments of counsel, and the affidavits and exhibits submitted, this Court chooses to deny the motion for relief from judgment filed by Defendant Waldrop. No evidence was submitted that would tend to question the integrity of the foreclosure sale which took place on November 4, 2024. This Court finds that Plaintiffs complied with all statutory law and procedural rules governing foreclosure practice in South Carolina. As a basis for her motion, Defendant Waldrop relies on her previously filed affidavit and a "South Carolina Residential Purchase Agreement" which had been signed by Wayne Wheeler prior to the foreclosure auction. That Purchase Agreement also has a quitclaim deed attached to it which purports to convey the subject property Defendant Waldrop's sons, Logan and Evan Williams. Defendant Waldrop argued this Purchase Agreement put Wayne Wheeler on notice that the property was owned by persons other than Defendant Waldrop and that he therefore acted in bad faith by later purchasing the property at foreclosure auction. This Court notes that Defendant Waldrop had ample opportunity to raise a defense related to ownership of the subject property during the pendency of the foreclosure action. Her answer failed to raise this defense and she did not raise the defense at the final hearing on foreclosure on July 30, 2024. Further, Plaintiffs were not a party to the Purchase Agreement and therefore cannot be bound by its terms.



For the reasons stated above, the motion of Waldrop in this matter is DENIED.

**AND IT IS SO ORDERED.**

9/23/2025  
Date

  
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Judge Charles B. Simmons, Jr.  
As Special Referee for Pickens Co.