

Nov 19 2025

SC Court of Appeals

ELECTRONICALLY FILED - 2025 Oct 14 3:24 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2100723

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Lakeview Loan Servicing, LLC,

Plaintiff,

vs.

Allison Shavonne Smith; Alligator West Home Owners Association,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A No.: 2024-CP-21-00723

ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND ORDER AND JUDGMENT OF FORECLOSURE AND SALE

(Deficiency Judgment Waived)

BCP No.: 24-41358

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), 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 cause. Any appeal from the decision shall be directly to the South Carolina Court of Appeals. Pursuant to the said reference, a hearing was held on September 24, 2025, a record was made, 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 or about March 22, 2024.
2. The Summons and Complaint were filed on or about March 22, 2024.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
5. This matter came to hearing after the filing of Plaintiff's Notice of Motion and Motion for Summary Judgment on September 10, 2024. A motion for summary judgment is appropriate only when it is clear there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. *Shumpert v. Time Insurance Co.*, 328 S.C. 574, 493 S.E.2d 111 (Ct. App. 1997). In ruling on a motion for summary judgment, the trial court must view the evidence and all inferences

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CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

which can be reasonably drawn therefrom in the light most favorable to the non-moving party. *Id.* Under Rule 56(c) of the South Carolina Rules of Civil Procedure, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact.

6. In this action, Defendant Allison Shavonne Smith filed an Answer, Affirmative and Additional Defenses, and Compulsory Counterclaim on March 27, 2024 alleging counterclaims and asserting affirmative defenses of failure to notice, illegal foreclosure, non-compliance, coercion and duress, unclean hands, violation of the Fair Debt Collection Practices Act, negligence, and violation of the South Carolina Unfair Trade Practices Act. Plaintiff filed its Answer to Defendant Allison Shavonne Smith's Counterclaim on April 1, 2024 denying the allegations of Defendant's counterclaims and demanding strict proof thereof. Defendant Allison Shavonne Smith filed her Response to Plaintiff's Answer on April 11, 2024, but did not provide any evidence to corroborate her counterclaims and affirmative defenses. Defendant Allison Shavonne Smith filed a Motion to Dismiss on May 13, 2024 supported by an Affidavit of Fact – Writ of Discovery on May 31, 2024. A hearing was held on June 17, 2024 on Defendant Allison Shavonne Smith's Motion to Dismiss and Plaintiff's Motion to Refer the case to the Master in Equity, and the Court entered a Form 4 Order on June 17, 2024 denying Defendant Allison Shavonne Smith's Motion to Dismiss and ordering the case to be referred to the Honorable Haigh Porter.
7. To date, Defendant Allison Shavonne Smith has not offered any proof to substantiate her claims or affirmative defenses. In support of Plaintiff's Motion, Plaintiff may rely upon live testimony, affidavits, verifications and other documents or discovery materials, which shall be filed in accordance with Rule 56 before any hearing or has already been filed, as well as the pleadings in this matter, and such other matters properly of record at the time of the hearing of Plaintiff's Motion. Once the moving party meets its initial burden, the non-moving party may not rest on mere allegations or denials in the pleadings; rather the non-moving party must come forward with specific facts showing there is a genuine issue for trial. *Boone v. Sunbelt Newspapers, Inc.*, 347 S.C. 571, 556 S.E. 2d 732 (Ct. App. 2001). In support of its case, Plaintiff has submitted copies of

the note, mortgage, assignments, demand/breach letter, affidavit of debt signed by the lender, and affidavit of attorneys' fees. The Court finds that there is no genuine issue of material fact in dispute and Plaintiff has met the requisite burden of proof. Therefore, Plaintiff is entitled to an Order granting summary judgment as to foreclosure.

- 8. Heretofore, Allison Shavonne Smith (hereinafter, "Borrower(s)") made, executed, and delivered to Finance of America Mortgage LLC (hereinafter, "Payee") a certain Promissory Note dated March 11, 2022, in writing (hereinafter, "Note"), wherein and whereby Borrower(s) promised to pay to Finance of America Mortgage LLC, the principal sum of \$270,990.00 together with interest at the initial rate of 3.625% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.
- 9. In order to secure the payment of said Note, Allison Shavonne Smith (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for Finance of America Mortgage LLC, its successors and assigns, a certain mortgage dated March 11, 2022 (hereinafter, "Subject Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Subject Property"):

All that lot, parcel, or piece of land, together with improvements thereon, situate, lying, and being located in the County of Florence, State of South Carolina, being shown and delineated as Lot 24 on that Revised Plat of Alligator West, Phase I, by Nesbitt Surveying Co., Inc., dated December 20, 2020, last revised March 5, 2021, and recorded April 26, 2021, in the Office of the Register of Deeds for Florence County in Plat Book 107 at Page 628. Reference to said plat(s) is hereby made for a more complete and accurate description, with all measurements being a little more or little less.

This being the same property conveyed to Allison Shavonne Smith by Deed of Hurricane Construction, Inc., dated March 22, 2022 and recorded March 22, 2022 in the Office of Register of Deeds for Florence County in Book 983 at Page 374.

Parcel No. 00076-01-385
Property Address: 3805 Bobcat Trail
Timmonsville, SC 29161

10. Said Mortgage was recorded on March 22, 2022 in Book 983 at Page 379, in the Florence County Office of the Register of Deeds.
11. Thereafter, the Subject Mortgage was assigned to Plaintiff by assignment recorded September 26, 2023 in Book 1069 at Page 401.
12. The Subject Mortgage evidences and secures the repayment of money advanced by the Payee to, or on behalf of, the Mortgagor(s) and constitutes a valid First lien on the Subject Property.
13. 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 and Mortgage in the hands of its attorney of record herein for collection.
14. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$3,225.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.
15. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal Balance:	\$265,364.10
Accrued Interest good through 08/28/25: (At rate of 3.625% per annum)	\$22,355.32
Per Diem Interest from 08/29/25 through 09/24/25: (At a daily rate of \$26.35)	\$711.45
Pro Rata MIP:	\$175.82

Escrow Advances:	\$7,700.08
Total Fees:	\$10.01
Title Costs:	\$500.00
Property Inspections:	\$620.00
Attorneys' Fees and Costs:	\$3,738.80
TOTAL:	\$301,175.58

16. Thus, the total Debt secured by Note and Mortgage, including interest to date is \$301,175.58.

Interest for the period from the date shown above through the date of this judgment, at 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 rate of 3.625% per annum, the Note's current rate, 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 the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

17. The Plaintiff waives its rights to a deficiency judgment.

18. At the time of the filing of the Lis Pendens in this matter, the record owner(s) of the property was Allison Shavonne Smith.

19. Information having been obtained from the records of Florence County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Subject Property by virtue of the matters and things herein below alleged, to-wit:

- A. Alligator West Home Owners Association by virtue of any unrecorded homeowners' liens or assessments due or that may become due up to the time of any foreclosure sale herein, and any interest arising from unpaid assessments, dues, special assessments, etc. of any kind that this Defendant presently has or may acquire up to the time of any foreclosure sale herein is or would be junior and subordinate to Plaintiff's Mortgage and is to be removed from the title to the Property upon the completion of a properly held foreclosure sale.

CONCLUSIONS OF LAW

- 1. The Plaintiff is not aware of any stay imposed by 11 U.S. Code § 362 of the Bankruptcy Code which would prevent the entry of a judgment of foreclosure or stay the foreclosure sale.
- 2. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.

3. That there is due to the Plaintiff on its Note and Mortgage the sum of \$301,175.58, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
4. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 3.625% per annum, the current interest rate of the Note.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The Plaintiff is authorized to sell the subject property.
2. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
3. That on default of payment prior to the date and time of the sale, the Subject Property, hereinafter described, shall be sold by the undersigned at public auction, at the Florence County Courthouse, Florence County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - a. FOR CERTIFIED FUNDS: The undersigned shall require a deposit of 5% on the amount of the bid in certified funds or equivalent (cashier's check or money order), the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
 - b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 3.625% per annum, which is the Note's current interest rate.
 - c. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
 - d. The Plaintiff having waived its rights to a deficiency judgment, the sale shall be final.
 - e. Upon the purchaser's compliance with the terms of the sale, the Court shall execute a good and sufficient deed of conveyance to the premises, and the purchaser shall thereby be entitled to possession of the Subject Property.
4. 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 the Plaintiff in full, the Plaintiff may pay to the undersigned only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.

5. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.
6. In the event an agent of the 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 terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
7. That the undersigned shall apply the proceeds of the sale as follows:
 - a. 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; and
 - b. NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and
 - c. NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.
8. Each Defendant named herein, and all persons whomsoever 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.
9. The deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Florence County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
10. In the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Florence County may be

ordered and directed to eject and remove from the premises the occupants of 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. After the Order Confirming Sale and Disbursements has been issued and filed, the undersigned directs the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.

12. The following is a description of the Property herein ordered to be sold:

All that lot, parcel, or piece of land, together with improvements thereon, situate, lying, and being located in the County of Florence, State of South Carolina, being shown and delineated as Lot 24 on that Revised Plat of Alligator West, Phase I., by Nesbitt Surveying Co., Inc., dated December 20, 2020, last revised March 5, 2021, and recorded April 26, 2021, in the Office of the Register of Deeds for Florence County in Plat Book 107 at Page 628. Reference to said plat(s) is hereby made for a more complete and accurate description, with all measurements being a little more or little less.

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Parcel No. 00076-01-385
Property Address: 3805 Bobcat Trail
 Timmonsville, SC 29161

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NO. 2024-CP-21-00723

Lakeview Loan Servicing, LLC
Plaintiff(s)

Allison Shavonne Smith; Alligator West Home
Owners Association
Defendant(s)

Submitted By: J. Martin Page, Esq.
339 Heyward St., 2nd Floor
Columbia, SC 29201
File No.: 24-41358

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.
- 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 CIRCUIT COURT RULING ON THIS APPEAL.

IT IS ORDERED AND ADJUED: 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: _____ Property to be sold at sale.

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)
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[Signature]
CLERK OF COURT C.P. & G.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 judgment to the 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: Lakeview Loan Servicing Llc VS Allison Shavonne Smith , defendant,
et al
Case Number: 2024CP2100723
Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/Haigh Porter, 3082

Electronically signed on 2025-10-14 15:01:55 page 12 of 12

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CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY S.C.