

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
SECOND JUDICIAL CIRCUIT

COUNTY OF AIKEN)

CASE NO. 2024-CP-02-00667

Fuse 10, LLC,)

Plaintiff)

vs.)

Turner Development L.L.C., a/k/a
Turner Development LLC a/k/a
Turner Development, LLC, Tracey D.
Turner, The Case Company of SC LLC,
South Carolina Department of Revenue,
South Carolina Department of
Employment and Workforce, W Melissa
Oden and James H. R. Oden. Sr. as
Trustees or their successors in trust,
under the W. Melissa Oden Revocable
Trust, u/a/d April 30, 2016, a/k/a W.
Melissa Oden Revocable Trust,
Opportunities Afforded Plus, LLC,
Ansermo L. Arthur, Parry Colbert, and
Necole Allen,

Defendants)

**JUDGMENT AND DECREE OF
FORECLOSURE**

RECEIVED
DEC 10 2025
SC Court of Appeals

This is an action to foreclose two mortgages securing the same mortgage debt. In addition to the usual foreclosure, Plaintiff's complaint also sought a monetary judgment against the mortgagor – Turner Development Company L.L.C – should the proceeds of the foreclosure sale be insufficient to satisfy the mortgage debt. Plaintiff subsequently, after the hearing on the merits, filed a waiver of its right to seek a deficiency against Turner Development. Plaintiff also seeks a monetary judgment against the guarantor of the mortgage debt – Tracey D. Turner.

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, and by order of the Clerk of Court dated July 17, 2024, (the “Order of Reference”), this case was referred to the undersigned to make appropriate findings of fact and conclusions of law, with authority to enter a final judgment in the case. Any appeal from the final judgment so entered will be to the South Carolina Court of Appeals.

By order dated November 22, 2024 (the “Summary Judgment Order”), Plaintiff was granted summary judgment with respect to its claims for a monetary judgment against Defendants Turner Development, L.L.C. and the guarantor Tracey D. Turner, individually. The Summary Judgment Order also granted Plaintiff summary judgment with respect to its claims for the foreclosure and sale of the mortgaged property. That Summary Judgment Order has not been appealed by any party. Accordingly, that Order and the findings of fact and conclusions of law therein, and the documents admitted into evidence in connection therewith, are final and binding on the parties and are incorporated herein. For clarity and context, some of those findings, conclusions, and documents are nevertheless referenced below.

Pursuant to the Order of Reference, a final foreclosure hearing was held on October 21, 2025, in Aiken. Present at the hearing were: (i) Mark S. Sharpe, Esq., as attorney for Plaintiff; (ii) William T. Jones, Esq., as attorney for Defendant Turner Development, L.L.C. and as attorney for Tracey D. Turner, individually; (iii) David J. Hymel, Esq. and Kyle Waddell, Esq. as attorneys for Melissa W. Oden as Trustee of the Melissa W. Oden Revocable Trust, and (iv) Christopher L. Boguski, Esq., as attorney for Defendant Case Company of SC, LLC.

Plaintiff relied in part on the affidavits, documents, and written testimony submitted in support of its motion for summary judgment, which affidavits, documents, and written testimony

were heretofore admitted in connection with the granting of summary judgment to Plaintiff. Other written testimony and affidavits as to the usual matters were offered and received into evidence without objection.

Defendant The Case Company of SC LLC asserted a cross-claim seeking a money judgment against Defendant Turner Development, based on the failure of Turner to pay The Case Company of SC money owed for sitework performed on the mortgaged property.

Defendant W. Melissa Oden, as Trustee of the W. Melissa Oden Revocable Trust, asserted cross-claims against Defendant Turner Development Company L.L.C. and Defendant Tracey D. Turner. Those cross-claims assert, among other things, that Ms. Oden was induced to lend substantial sums to Turner Development Company L.L.C. in exchange for a promissory note and mortgage on the mortgaged property to be delivered, but that Turner Development Company failed to deliver this Note and Mortgage.

These cross claims of The Case Company of SC LLC and the cross-claims of W. Melissa Oden, as Trustee do not affect the Plaintiff's foreclosure claim, and will be addressed in separate orders.

Based on the pleadings, the evidence offered at the hearing on the merits, the evidence offered in connection with the unappealed Summary Judgment Order, and the findings and conclusions in the Summary Judgment Order, I find and conclude as follows:

Findings of Fact

1. The Lis Pendens was filed on March 15, 2024.
2. The Summons and Complaint were filed on March 15, 2024.
3. An Amended Lis Pendens was filed on May 7, 2024.
4. An Amended Summons and Complaint was filed on May 7, 2024.

5. Service was made on all Defendants as is shown by the affidavits of service and acceptances of service on file.

6. Defendant South Carolina Department of Revenue filed an Answer on May 17, 2024.

7. Defendant South Carolina Department of Workforce and Employment filed an Answer on June 3, 2024.

8. The South Carolina filed Answer on May 20, 2024.

9. Defendant Turner Development, L.L.C. filed an Answer on June 9, 2024.

10. Defendant Tracey D. Turner filed an Answer on June 9, 2024.

11. Defendant Opportunities Afforded Plus, LLC filed an Answer on June 21, 2024.

12. Defendant Necole Allen filed an Answer on June 21, 2024.

13. Defendant W. Melissa Oden, as Trustee of the W. Melissa Oden Revocable Trust, filed an Answer, Counterclaim, and Cross Claim on June 26, 2024. This Answer, Counterclaim, and Crossclaim asserts claims against Defendants Turner Development, L.L.C. and/or Tracey D. Turner and/or the Mortgaged Property.

14. The liens, claims, and interests of W. Melissa Oden, as Trustee of the W. Melissa Oden Revocable Trust, if any, in or against the Mortgaged Property are junior and subordinate to the liens of Plaintiff's mortgages, because Plaintiff's mortgages were executed, delivered and recorded before the transactions giving rise to the claims of Ms. Oden occurred.

15. Although her answer was denominated in part a counterclaim, no actual claim was asserted against or relief sought with respect to Plaintiff or the Mortgaged Property, no basis for relief against Plaintiff was argued or established, and no evidence supporting such relief against Plaintiff was offered.

16. Defendant Case Company of SC LLC filed an Answer and Crossclaim on June 28, 2024. The liens, claims, and interests of Defendant Case Company of SC LLC, if any, in or against the Mortgaged Property are junior and subordinate to the liens of Plaintiff's mortgages, because those mortgages were executed, delivered and recorded before transactions giving rise to the claims of Case Company of SC occurred.

17. Defendant Ansermo Arthur did not file a responsive pleading.

18. Defendant Parry Colbert did not file a responsive pleading, and was held in default.

19. Counsel to Defendant Opportunities Plus, LLC and Necole Allen filed a notice of withdrawal as counsel. No order was entered with respect to this withdrawal, and no substitute counsel entered an appearance.

20. All parties were notified of the time, date, and place of the hearing on the merits in this matter.

21. On February 12, 2021, Defendant Turner Development Company L.L.C. executed and delivered to Plaintiff a promissory note in the original principal amount of \$1,000,000.00 (the "Original Note").

22. The Original Note evidences a loan (the "Loan") from Plaintiff to Defendant Turner Development Company L.L.C. in like amount pursuant to a loan agreement dated February 12, 2021 between Plaintiff and Turner Development Company L.L.C. (the "Loan Agreement").

23. The Loan was for business purposes and not for consumer, family, or household purposes.

24. On May 20, 2022, Defendant Turner Development Company L.L.C. executed and delivered to Plaintiff an amended and Restated Promissory Note in the principal amount of \$1,176,418.00 (the "Amended and Restated Note"). This Amended and Restated Note increased the amount of the Loan from \$1,000,000.00 to \$1,176,418.00 and extended the maturity date of the Loan and Note August 12, 2022.

25. The Loan Agreement was amended by a First Amendment to Loan Agreement (the "First Amendment to Loan Agreement") dated as of May 20, 2022, between Plaintiff and Defendant Turner Development Company L.L.C.

26. Plaintiff and Defendant Turner Development Company L.L.C. executed a forbearance agreement, dated August 12, 2022 (the "First Forbearance Agreement") that extended the maturity date of the Note and the Loan to November 21, 2022.

27. Plaintiff and Defendant Turner Development Company L.L.C. executed a forbearance agreement, dated February 8, 2023 (the "Second Forbearance Agreement") that extended the maturity date of the Note and the Loan to August 8, 2023, and capitalized accrued but unpaid interest in the amount of \$86,223.98.

28. Plaintiff and Defendant Turner Development Company L.L.C. executed a third forbearance agreement, dated August 8, 2023 (the "Third Forbearance Agreement") that extended the maturity date of the Note and the Loan to December 8, 2023.

29. Plaintiff and Defendant Turner Development Company L.L.C. executed another forbearance agreement, dated December 8, 2023 (the "Fourth Forbearance Agreement") to extend the maturity date of the Note and the Loan to March 8, 2024

30. As a result of the foregoing, the maturity date of the Note and the Loan was extended to March 8, 2024, and thus the entire outstanding balance of principal and interest on the Note was due and payable in full on March 8, 2024.

31. Despite demand, Defendant Turner Development Company L.L.C. failed to pay the amounts outstanding under the Note.

32. In order to secure its obligations under the Note, the Loan, the Loan Agreement and the debt evidenced thereby, Defendant Turner Development Company L.L.C. executed and delivered to Plaintiff a Mortgage, Security Agreement and Financing Statement dated February 12, 2021 (as amended, the "February Mortgage"), recorded in the Aiken County ROD in Book 4909 at Page 206.

33. This February Mortgage by its terms encumbers an approximately 173.47 acres.

34. The February Mortgage was amended by a Mortgage Modification Agreement dated May 20, 2022, recorded in the ROD in Book 5023 at Page 1494 to secure the Note as renewed and increased.

35. In order to further secure its obligations under the Note, the Loan, the Loan Agreement and the debt evidenced thereby, Defendant Turner Development Company L.L.C. executed and delivered to Plaintiff an additional Mortgage, Security Agreement and Financing Statement dated March 12, 2021 (as amended, the "March Mortgage"), recorded in the ROD in Book 4915 at Page 406.

36. The March Mortgage was amended by a Mortgage Modification Agreement dated May 20, 2022, recorded in the ROD in Book 5023, at Page 1499.

37. This March Mortgage by its terms encumbers an approximately 11 acres parcel. The Note, the February Mortgage, and the March Mortgage are in default because the Note has by its terms has matured and has not been paid.

38. The February Mortgage and the March Mortgage are first liens on the on the respective parcels of Mortgaged Property encumbered thereby,

39. In order to further secure its obligations under the Note, the Loan, and the debt evidenced thereby, Defendant Turner Development executed and delivered to Plaintiff its Assignment of Leases, Rents, and Profits date March 12, 2021 (the "March Assignment"), recorded in the ROD at Book 4915 at Page 421. This March Assignment was amended by an Amendment to Assignment of Leases, Rents and Profits dated May 20, 2022, between Plaintiff and Turner Development, recorded in the ROD in Book 5023 at Page 1509.

40. Defendant Tracey D. Turner heretofore executed and delivered to Plaintiff his Unconditional Guaranty of Payment and Performance dated February 12, 2021 (the "Guaranty"), pursuant to the terms of which Defendant Tracey D. Turner absolutely and unconditionally guaranteed to Plaintiff the payment when due of the Original Note and waived and relinquished the statutory appraisal rights.

41. Defendant Tracey D. Turner heretofore executed and delivered to Plaintiff his Ratification and Reaffirmation of Unconditional and Continuing Guaranty of Payment and Performance dated May 20, 2022.

42. Defendant Tracey D. Turner heretofore executed and delivered to Plaintiff a Notice that Waiver of Appraisal Rights Will be Required dated February 12, 2021

43. Despite demand, Defendant Tracey D. Turner has failed to pay the amounts due under his Guaranty, said amount being the mortgage indebtedness of Defendant Turner Development L.L.C.

44. Plaintiff has not sold, assigned, or otherwise transferred any right under any of the instruments and agreements referenced herein.

45. Plaintiff remains the sole holder of the Note, the Mortgages, and any amendments thereto, as discussed herein.

46. Plaintiff produced and submitted the original of the Original Note and the original of the Amended and Restated Note at the hearing.

47. By order dated November 22, 2024 (the "Summary Judgement Order"), this Court granted Plaintiff summary judgment with respect to its claims for foreclosure of its two mortgages and for a money judgment against Defendants Turner Development, L.L.C. and Defendant Tracey D. Turner. The Court also determined that the outstanding balance on the mortgage indebtedness as of September 16, 2024, was \$1,306,366.45 (not including attorneys' fees), which determination is incorporated herein.

48. The Order also provided that interest would continue to accrue from September 16, 2024, to the date of payment at the per diem rate of \$474.58.

49. The additional interest accruing from the September 16, 2024, date in the Plaintiff's Summary Judgement Order to October 21, 2025, is \$189,832.00 (calculated by multiplying the \$474.58 per diem specified in the Order by 400 days).

50. As a result, the total mortgage indebtedness (not including attorneys' fees) as of October 21, 2025, is \$1,496,198.45, consisting of the following:

Principal	\$1,082,641.98
Interest Accrued and Unpaid	\$ 359,352.55

Insurance and Real Estate Tax	\$ 1,175.56
Exit and Forbearance Fees	<u>\$ 53,028.36</u>
Total as of October 21, 2025	\$1,496,198.45

51. Interest continues to accrue on the foregoing amount at the per diem rate of \$474.58.

52. Plaintiff has incurred and has requested attorneys' fees as supported by an affidavit from Plaintiff's counsel.

53. 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, the trial of the contested issues in this action, and the beneficial results obtained for the Plaintiff, the sum of \$133,964.15 is a reasonable fee to allow as attorneys' fees and expenses for Plaintiff's attorneys for services performed and anticipated to be performed until final adjudication of the within action.

54. The total debt, including attorneys' fees, is \$1,630,162.60 as of October 21, 2025.

55. The debt increases by the per diem amount of \$474.58 from October 21, 2025, to the date of payment.

56. On March 3, 2025, Defendant Ansermo L. Arthur filed a motion to be relieved of default and in the alternative to file cross claims. This motion was denied.

57. Plaintiff seeks the usual foreclosure of its two mortgages.

58. Plaintiff has waived and does not seek a deficiency judgment against Defendant Turner Development, L.L.C.

59. Plaintiff seeks judgment against Defendant Tracey D. Turner, as guarantor.

Based on the evidence, I find and conclude as follows:

CONCLUSIONS OF LAW

Based on the record herein, I conclude as follows:

1. The liens of the mortgages held by Plaintiff on the Mortgaged Property are first liens on the respective parcels of the Mortgaged Property encumbered thereby.
2. The interests of the Defendants, if any, and the claims of the Defendants, if any, in, to, or against the Mortgaged Property, are junior and subordinate to the liens of Plaintiff's Mortgages.
3. Plaintiff is entitled to have judgment of foreclosure of its mortgages against Defendants.
4. The Mortgaged Property shall be sold at public auction after due advertisement. The sale shall only be subject to Aiken County taxes and assessments, existing easements and easements and restrictions of record, if any.
5. The two mortgaged parcels will be sold together at one sale.
6. The sale shall be made subject to the subject only to the lien of unpaid ad valorem taxes, if any with respect to the Mortgaged Property.
7. Plaintiff may, after paying the costs of the sale, apply the debt due upon the mortgage indebtedness as set forth above against its bid in lieu of cash.
8. Unless the winning bidder is Plaintiff, the successful bidder will deposit with the undersigned or his agent, at the conclusion of the bidding, 5% of the bid amount in cash or certified funds, which is to be applied on the purchase price upon compliance with the bid.

9. After making the required deposit, the successful bidder at the sale should be required to pay interest at the judgment rate from the date of sale to the date of compliance with the winning bid.

10. The proceeds of such sale should be applied first, to the costs and disbursements of this action, including attorneys' fees, and next to the payment and discharge of the amount of the Plaintiff's debt and interest or so much thereof as the proceeds will pay, and any surplus should be held pending further order of the Court.

11. If the proceeds are insufficient to pay the amounts hereinbefore authorized to be paid out of sales proceeds, with the interest, costs, and disbursements as aforesaid, Plaintiff shall be entitled to a judgment against Defendant Tracey D. Turner.

IT IS THEFORE ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. Both of Plaintiff's mortgages are first liens against the respective tracts encumbered thereby, with priority over the interests of all defendants named herein.

2. There is due to Plaintiff on the Note and the Guaranty, as of October 21, 2025, the sum of \$1,630,162.60.

3. Interest accrues on such amount after October 21, 2025, at the per diem rate of \$474.58.

4. That Plaintiff be awarded an immediate judgment against Defendant Tracey D. Turner the total debt due Plaintiff of \$1,496,198.45, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof, subject to adjustment as necessary to reflect the proceeds received by Plaintiff from the foreclosure sale of the mortgaged property.

5. Defendant Turner Development, L.L.C. and Defendant Tracey D. Turner shall, on or before the date of sale of the mortgaged property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

6. On default of payment at or before the time herein indicated, the mortgaged property described in the Complaint shall be sold by the Master in Equity at public action, at the location, and upon the date and time set forth in the Notice of Sale, and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday, on the following terms, that is to say:

(a) For cash: The Master in Equity shall require a deposit of 5% on the amount of the bid in cash or equivalent by 1:00 p.m. on the date of sale (unless Plaintiff is the successful bidder) the same to be applied to the purchase price upon compliance with the bid. In case of noncompliance within the time specified in the Notice of Sale, the deposit shall be forfeited and applied to the costs and Plaintiff's debt.

(b) Interest on the balance of the bid shall be paid to the day of compliance at the judgment rate.

(c) The sale shall be subject to taxes and assessments, and existing easements and restrictions of record.

(d) The purchaser shall pay for the deed preparation and costs of recording the deed and deed stamps.

7. If Plaintiff is the successful bidder at the sale for a sum not exceeding the amount of costs, expenses, and the indebtedness due Plaintiff, 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.

8. The Master in Equity shall, by advertisement according to law, give notice of the date, time, and place of such sale, and the terms thereof, 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. If the purchaser or purchasers at the sale should fail to comply with the terms thereof, then the Master in Equity may advertise the said premises for resale 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.

9. The Master in Equity will apply the proceeds of the 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 the Court;

NEXT: To the payment to the 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

NEXT: Any surplus shall be held pending further order of this Court.

10. IT IS FURTHER ORDERED that in the event the successful bidder is other than the Defendant in possession herein, the Sheriff, upon receipt of a Writ of Assistance or other order of ejectment, is authorized and directed to eject and remove from the premises 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 premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

11. IT IS FURTHER ORDERED that the Defendants, and all persons whosoever claiming under the Defendants, 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.

12. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the Plaintiff and the first-named Defendant, and the Defendant who was the titleholder 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, and, the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

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

14. Attached as Exhibit A is a description of the property herein ordered to be sold, which Exhibit A is incorporated by reference.

Anderson Griffith
Master in Equity for Aiken County

Date: _____, 2025
Aiken, South Carolina

EXHIBIT A

PARCEL I

(a) Land. The real property described as follows:

ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Aiken, being shown and designated as Containing 195.30 Acres, more or less, comprised of the "Farm Tract" and the "Home Tract" on a plat prepared by John M. Bailey & Associates, PC, dated September 27, 2010, recorded in the Office of the Clerk of the Superior Court of Aiken County, South Carolina, in Plat Book 57, Page 887; reference being made to said plat for a more complete and accurate description as to the metes, bounds, and location of said property.

LESS AND EXCEPT THEREFROM ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Aiken, being shown and designated as Containing 10.83 acres, more or less, on a plat prepared for Heights Church, dated November 19, 2015, recorded in the Office of the Clerk of the Superior Court of Aiken County, South Carolina, in Plat Book 59, Page 60; reference being made to said plat for a more complete and accurate description as to the metes, bounds, and location of said property.

LESS AND EXCEPT THEREFROM ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Aiken, being shown and designated as Containing 11.00 acres, more or less, on a plat prepared for Heights Church, dated November 19, 2015, recorded in the Office of the Clerk of the Superior Court of Aiken County, South Carolina, in Plat Book 59, Page 44; reference being made to said plat for a more complete and accurate description as to the metes, bounds, and location of said property.

Tax Map and Parcel Number 013-12-01-001

Being the same property conveyed from Haskell Family Properties, LLC to Turner Development, LLC by that certain title to real estate dated February 12, 2021, and recorded February 22, 2021, in Book 4909, Page 202, aforesaid records.

(b) Additional Land. All additional lands, estates and development rights acquired by Mortgagor for use in connection with the Land and the

development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Mortgage;

- (c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");
- (d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (e) Other Interests. All rights, privileges, interests, tenements, hereditaments and appurtenances thereto belonging, including without limitation all riparian rights, and all right, title and interest of Mortgagor in and to water, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located therein, and the rents, issues and profits thereof, and any and all fixtures now or subsequently attached to or used in connection therewith;
- (f) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, together with all building materials and equipment now or hereafter delivered to the Land or the Improvements and intended to be installed therein (collectively, the "Personal Property"), and the right, title and interest of Mortgagor in and to any of the Personal Property which may

be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), and all proceeds and products of the above;

- (g) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under any bankruptcy or insolvency laws (collectively, the "Leases") and all right, title and interest of Mortgagor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Mortgagor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Mortgagor, and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under any bankruptcy or insolvency laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Obligations;
- (h) Insurance Proceeds. All Insurance Proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
- (i) Condemnation Awards. All Awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of Condemnation, whether from the exercise of the right of eminent domain

(including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

- (j) Bonds, Deposit, and Permits. All utility service bonds and/or cash deposits, site improvement bonds and/or cash deposits, building permits, sewer connection and/or tap-in permits, water connection and/or tap-in permits, curb-cut permits, utility service agreements, site work agreements with any governmental authority or public utility, and all other permits, approvals and contracts of any kind relating to the Land or Improvements;
- (k) Warranties and Guaranties. All warranties and guaranties covering any appliances and fixtures now or hereafter located on or placed upon the Land or used in connection with the Improvements including without limitation, air conditioning, heating and other appliances and equipment;
- (l) Surveys and Documents. All surveys, agreements, instruments, contracts, documents of title, choses in action or intangible property or contract rights of any kind now existing or hereafter arising or created or entered in to related to the Land or the Improvements or ownership or operation of the Land or Improvements including, but not limited to, the plans and specifications, all construction, architectural and other contracts, purchase orders, permits, approvals, licenses, franchises, trademarks, project logos, building names, surveys, insurance policies, bonds, escrow funds, easement, exclusive agency licenses or leases and proceeds of any of the foregoing;
- (m) Sales Agreements. All sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into which respect to the sale to any purchasers of any part of the Land or any buildings or structures on the Land, together with all deposits and other proceeds of the sale thereof;
- (n) Licenses. All licenses (including, but not limited to, any operating licenses), contracts, management contracts or agreements, franchise agreements, permits, authorities or certificates required or used in connection with the ownership of, or the operation or maintenance of the Improvements;
- (o) Names and Trademarks. All names under or by which the Land or the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents pending and goodwill;
- (p) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

- (q) Rights. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagor;
- (r) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Mortgagor thereunder;
- (s) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;
- (t) Accounts. All reserves, escrows and deposit accounts maintained by Mortgagor with respect to the Property;
- (u) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims;
- (v) Water and Water System. All of the water, sanitary and storm sewer systems now or hereafter owned by Mortgagor which are now or hereafter located by, over, and/or upon the Land or the Improvements or any part or parcel thereof.
- (w) Lighting. All exterior lights, light poles, and related fixtures and equipment.
- (x) Paving. All paving for streets, roads, walkways or entrance ways now or hereafter located on the Land or the Improvements or any part or parcel thereof.
- (y) Water rights. All rights of the Mortgagor or the Property to all water (including any water inventory in storage), water rights, claims and entitlements, other rights to water and other rights to receive water or water rights, of every kind or nature to the extent related to the Property, including without limitation, (1) the groundwater on, under pumped from or otherwise available to the Property, whether as a result of groundwater rights, contractual rights, or otherwise; (2) the right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement with any person or entity, (3) any rights to

which the Property is entitled with respect to surface water, whether such right appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization or the right to store any such water; (4) any water, water right, water allocation, distribution rights, delivery right, waters storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity; (5) any drainage rights appurtenant or otherwise applicable to the Property; (f) all rights to transport, carry, allocate or otherwise deliver water or any of the foregoing rights from or too the Property by any means, wherever located (6) any shares or any rights under such shares of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgage or the Property may receive any of the rights referred to in the preceding clauses (1) through (6) above;

- (z) Development Rights. All licenses, permitted, approvals, and authorizations to develop or improve all or any portion of the Property, including without limitation of the developer rights, development rights, entitlements, and other rights and interests Mortgage as and to the extent they related to the Property (including without limitation credits against development fees and any reimbursements of development fees or capital contributions, or for property conveyances or for services performed, due to Mortgage, including without limitation any of the foregoing arising under any development agreement relating to the Property;
- (aa) Substitutions and Accessions. All substitutions and replacements of, and accessions and additions to, any of the foregoing;
- (bb) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claims respecting any part thereof (pursuant to judgment, condemnation award, or otherwise), and all goods documents, general intangibles, chattel paper, and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof; and
- (cc) Other Rights. Any and all other rights of Mortgage in and to the items set forth above.

PARCEL II

- (a) Land. The real property described as follows:

ALL that lot or parcel of land, with improvements thereon, situate, lying and being approximately One (1) mile West of Clearwater, in the State of South Carolina, County of Aiken, being shown and designated as consisting 11.00 acres, more or less, on a plat recorded in the R.M.C. for Aiken County, South Carolina, in Plat Book 59, Page 44; reference being made to said plat for a more complete and accurate description as to the metes, bounds, and location of said property.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is conveyed is conveyed subject to any and all other easements and restrictions of record in the aforesaid Clerk's office.

Tax map; & parcel number: 013-12-01-002

This being the same property conveyed from Mark Allen Richards to Turner Development, LLC by that certain Title to Real Estate dated March 12, 2021, and recorded March 18, 2021, in Book 4915, Page 402.

- (b) Additional Land. All additional lands, estates and development rights acquired by Mortgagor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Mortgage;
- (c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");
- (d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor, in

and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

- (e) Other Interests. All rights, privileges, interests, tenements, hereditaments and appurtenances thereto belonging, including without limitation all riparian rights, and all right, title and interest of Mortgagor in and to water, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located therein, and the rents, issues and profits thereof, and any and all fixtures now or subsequently attached to or used in connection therewith;
- (f) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, together with all building materials and equipment now or hereafter delivered to the Land or the Improvements and intended to be installed therein (collectively, the “Personal Property”), and the right, title and interest of Mortgagor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the “Uniform Commercial Code”), and all proceeds and products of the above;
- (g) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under any bankruptcy or insolvency laws (collectively, the “Leases”) and all right, title and interest of Mortgagor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the

performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Mortgagor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Mortgagor, and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under any bankruptcy or insolvency laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Obligations;

- (h) Insurance Proceeds. All Insurance Proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
- (i) Condemnation Awards. All Awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of Condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (j) Bonds, Deposit, and Permits. All utility service bonds and/or cash deposits, site improvement bonds and/or cash deposits, building permits, sewer connection and/or tap-in permits, water connection and/or tap-in permits, curb-cut permits, utility service agreements, site work agreements with any governmental authority or public utility, and all other permits, approvals and contracts of any kind relating to the Land or Improvements;
- (k) Warranties and Guaranties. All warranties and guaranties covering any appliances and fixtures now or hereafter located on or placed upon the Land or used in connection with the Improvements including without limitation, air conditioning, heating and other appliances and equipment;
- (l) Surveys and Documents. All surveys, agreements, instruments, contracts, documents of title, choses in action or intangible property or contract

rights of any kind now existing or hereafter arising or created or entered in to related to the Land or the Improvements or ownership or operation of the Land or Improvements including, but not limited to, the plans and specifications, all construction, architectural and other contracts, purchase orders, permits, approvals, licenses, franchises, trademarks, project logos, building names, surveys, insurance policies, bonds, escrow funds, easement, exclusive agency licenses or leases and proceeds of any of the foregoing;

- (m) Sales Agreements. All sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into which respect to the sale to any purchasers of any part of the Land or any buildings or structures on the Land, together with all deposits and other proceeds of the sale thereof;
- (n) Licenses. All licenses (including, but not limited to, any operating licenses), contracts, management contracts or agreements, franchise agreements, permits, authorities or certificates required or used in connection with the ownership of, or the operation or maintenance of the Improvements;
- (o) Names and Trademarks. All names under or by which the Land or the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents pending and goodwill;
- (p) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- (q) Rights. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagor;
- (r) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Mortgagor thereunder;

- (s) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;
- (t) Accounts. All reserves, escrows and deposit accounts maintained by Mortgagor with respect to the Property;
- (u) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims;
- (v) Water and Water System. All of the water, sanitary and storm sewer systems now or hereafter owned by Mortgagor which are now or hereafter located by, over, and/or upon the Land or the Improvements or any part or parcel thereof.
- (w) Lighting. All exterior lights, light poles, and related fixtures and equipment.
- (x) Paving. All paving for streets, roads, walkways or entrance ways now or hereafter located on the Land or the Improvements or any part or parcel thereof.
- (y) Water rights. All rights of the Mortgagor or the Property to all water (including any water inventory in storage), water rights, claims and entitlements, other rights to water and other rights to receive water or water rights, of every kind or nature to the extent related to the Property, including without limitation, (1) the groundwater on, under pumped from or otherwise available to the Property, whether as a result of groundwater rights, contractual rights, or otherwise; (2) the right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement with any person or entity, (3) any rights to which the Property is entitled with respect to surface water, whether such right appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization or the right to store any such water; (4) any water, water right, water allocation, distribution rights, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity; (5) any drainage rights appurtenant or otherwise applicable to the Property; (f) all rights to transport, carry, allocate or otherwise deliver water or any of the foregoing rights from or to the Property by any means, wherever located (6) any shares or any rights under such shares of any private water company, mutual water company,

or other non-governmental entity pursuant to which Mortgagor or the Property may receive any of the rights referred to in the preceding clauses (1) through (6) above;

- (z) Development Rights. All licenses, permitted, approvals, and authorizations to develop or improve all or any portion of the Property, including without limitation of the developer rights, development rights, entitlements, and other rights and interests Mortgagor as and to the extent they related to the Property (including without limitation credits against development fees and any reimbursements of development fees or capital contributions, or for property conveyances or for services performed, due to Mortgagor, including without limitation any of the foregoing arising under any development agreement relating to the Property;
- (aa) Substitutions and Accessions. All substitutions and replacements of, and accessions and additions to, any of the foregoing;
- (bb) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claims respecting any part thereof (pursuant to judgment, condemnation award, or otherwise), and all goods documents, general intangibles, chattel paper, and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof; and
- (cc) Other Rights. Any and all other rights of Mortgagor in and to the items set forth above.

FORM 4

STATE OF SOUTH CAROLINA

JUDGMENT IN A CIVIL CASE

COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS

CASE NO. 2024CP0200667

Fuse 10, LL

Turner Development L.L.C., a/k/a Turner Development LLC a/k/a Turner Development, LLC, Tracey D. Turner, The Case Company of SC LLC, South Carolina Department of Revenue, South Carolina Department of Employment and Workforce, W Melissa Oden and James H. R. Oden. Sr. as Trustees or their successors in trust, under the W. Melissa Oden Revocable Trust, u/a/d April 30, 2016, a/k/a W. Melissa Oden Revocable Trust, Opportunities Afforded Plus, LLC, Ansermo L. Arthur, Parry Colbert, and Necole Allen,

RECEIVED
DEC 10 2025
SC Court of Appeals

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/>
	Defendant or <input type="checkbox"/> 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), 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: 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 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)
See Order	See Order	See Order
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

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.**



Aiken Common Pleas

Case Caption: Fuse 10 Llc VS Turner Development Llc , defendant, et al

Case Number: 2024CP0200667

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

AND IT IS SO ORDERED

s/M Anderson Griffith-3076