

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-\_\_\_\_-\_\_\_\_\_

COMPLAINT  
(Non-Jury)

**RECEIVED**

**Feb 20 2026**

**SC Court of Appeals**

FORECLOSURE OF  
REAL ESTATE MORTGAGE

(Deficiency Judgment Demanded as to  
Defendant(s) Allison Shavonne Smith)

BCP No.: 24-41358

The Plaintiff above-named, complaining of the Defendant(s) herein, alleges that:

1. Plaintiff, Lakeview Loan Servicing, LLC, is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant(s) above-named may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction pursuant to S.C. Code Ann. § 36-2-803.
3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Florence, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. 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*.
5. 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.

6. 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

7. Said Mortgage was recorded on March 22, 2022 in Book 983 at Page 379, in the Florence County Office of the Register of Deeds.

8. Thereafter, the Subject Mortgage was assigned to Lakeview Loan Servicing, LLC by assignment and/or corporate merger.

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9. 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.

10. Any notice required by the terms of the Subject Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.

11. In and by the terms of said Note and the Subject Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

12. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys' fees if the said Note be placed in the hands of an attorney for collection after default.

13. The Plaintiff demands a personal or deficiency judgment, and the Plaintiff has a right to seek a personal or deficiency judgment against the Borrower(s). In the event that the net amount realized by the Plaintiff upon the sale of the subject property is insufficient to pay in full the total indebtedness of the Plaintiff, including costs of collection, the Plaintiff demands a personal judgment against the Borrower(s) in the amount of such deficiency.

14. On or around June 1, 2023, the Borrower(s) failed to make the required payment of interest and principal due on the Note. The Plaintiff alleges that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$265,364.10, together with interest at the applicable rate, together with reasonable attorneys' fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes,

insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

15. Upon information and belief, said 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 should be removed from the title to the Property upon the completion of a properly held foreclosure sale.

WHEREFORE, Plaintiff prays judgment that:

- A. The amount due upon the said Note(s) and Mortgage(s) held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
- B. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.
- C. Plaintiff's Mortgage be declared a valid First lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.
- D. The Subject Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and said sale;

Second, to the payment and discharge of the amount due on the Plaintiff's Note(s) and Subject Mortgage(s), together with attorney's fees as aforesaid;

Third, the surplus, if any, be distributed according to law, and

Fourth, that the Plaintiff be awarded a deficiency judgment against Allison Shavonne Smith in the event that the proceeds of the sale of the Property are insufficient to pay in full the indebtedness, including costs of collection.

E. That pursuant to S.C. Code Ann. §29-3-650 the Plaintiff be awarded a judgment against the Borrower(s) for the Total Debt at the time of entry of a judgment of foreclosure, but prior to any sale of the Subject Property, and that thereafter, upon the sale of the subject property the Officer making the sale under the order of the court shall credit upon this judgment the amount paid to the plaintiff from the proceeds of the sale.

F. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Florence County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said property without delay, and to keep the successful bidder or his assigns in such peaceable possession.

s/J. Martin Page  
J. Martin Page (SC Bar No.: 100200)  
Bell Carrington Price & Gregg, LLC  
339 Heyward Street, 2<sup>nd</sup> Floor  
Columbia, SC 29201  
Phone 803.509.5078  
*Attorney for the Plaintiff*

Dated: March 21, 2024

Columbia, South Carolina