

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF GREENVILLE) Case No. 2025-CP-23-03796

Robert Barnett, as Trustee of the RH)
 401(k) Plan,) MASTER'S ORDER AND JUDGMENT
) OF FORECLOSURE AND SALE
 Plaintiff,)
) (Deficiency Judgment Waived)
 v.)
)
 Erica Lynn Davis, Austin J. Davis,)
 and Signature Gain Express Trust, DTE)
 06/22/2022 (An Irrevocable Express)
 Trust Organization) Harol Alezu Lozano)
 Moran, Sole Trustee,)
)
 Defendants.)

RECEIVED
Nov 14 2025
SC Court of Appeals

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, and upon the stipulation and agreement of all parties hereto, not in default, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the case.

Pursuant to the said Order of Reference, a hearing was held on September 17, 2025 on Plaintiff's Motion for Summary Judgment, which hearing was attended by the attorneys of record and Erica Lynn Davis and Austin J. Davis, and at which time, the record and evidence were considered, which is herewith reported. In response to the arguments made by Austin J. Davis, counsel for Plaintiff subsequently provided the Court and the Davis's with a copy of the closing documents of the subject note, which clearly show that the money for the loan went to purchase the subject property. Plaintiff's attorney also presented to the Court and the Davis's what clearly appears to be the original of the Promissory Note. From the record and evidence, I find there is

no material fact in dispute, Defendants have no defense, and Plaintiff is entitled to the relief requested as a matter of law and therefore, conclude and order as follows:

THE RECORD

The record before this Court consists of Plaintiff's verified Complaint with supporting exhibits cited below, Defendant Signature Gain Express Trust's Counterclaim, Petition to Dismiss, Petitions, Objections, and miscellaneous Motions, Plaintiff's Motion to Strike and For Default Judgment, Plaintiff's Affidavit of Debt and the loan documents attached thereto. Defendants Erica Lynn Davis and Austin J. Davis have not filed an Answer and are in default.

UNDISPUTED FACTS:

1. The Lis Pendens was filed on **June 18, 2025**.
2. The Summons and Complaint were filed on **June 18, 2025**.
3. Service was made upon the Defendants named in this Order as is shown by the Affidavits of Service previously filed with the Court.
4. The Defendants **Erica Lynn Davis and Austin J. Davis** are in default as shown by the Affidavit on file with the Court.
5. According to the Affidavit filed with the Court, no Defendants in default are in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act of 2003, as amended.
6. For value received, **Erica Lynn Davis** made, executed and delivered a **Note** dated **December 13, 2019**, promising thereby to pay to the order of **Synovus Bank** the sum of **One Hundred Ninety-Seven Thousand Eighty and 00/100 Dollars (\$197,080.00)**, with interest at **4.375%** per annum. Other terms and conditions are stated in the Note, which is of record herein.

7. To better secure the payment of the Note described above, the said Defendants **Erica Lynn Davis and Austin J. Davis** made, executed and delivered to **Synovus Bank** a **Mortgage** in writing, dated December 13, 2019, covering real property in Greenville County, which is the same as that described in the Complaint. The mortgage was filed on **December 16, 2019**, and is of record in the Office of the Register of Deeds for Greenville County in **Book MO 5511 at Page 4109**.

8. Thereafter, by **Assignment of Note, Mortgage, and Other Loan Documents (“Assignment”)** dated May 12, 2025 and recorded in said Register of Deeds’ Office on May 22, 2025 in Book MO5822 at Page 1225, for value received, Synovus Bank assigned said Note and Mortgage unto Plaintiff, and by virtue of such Assignment the Plaintiff herein is now the owner and holder of the Note and Mortgage which are the subject of this action.

9. By deed dated on or about February 22, 2023, and recorded in said Register of Deeds' office on June 6, 2023, in Deed Book DE 2690 at Page 553, the Defendant Erica Lynn Davis conveyed the subject premises to the Defendant Signature Gain Express Trust, DTE 06/22/2022 (An Irrevocable Express Trust Organization) Harol Alezu Lozano Moran, Sole Trustee, who is the owner and holder of record title at the time of filing of the Lis Pendens and subject to Plaintiff's Mortgage.

10. This Mortgage constitutes a **first** lien on the subject property

11. Payment due on the Note has not been made as provided for in the Note, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney herein for collection.

12. The sum of \$7,850.00 is a reasonable fee to allow as attorney's fees for 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.

13. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including an attorney's fee, secured by the Note and Mortgage is as follows:

(a)	Principal due October 1, 2023		\$	186,257.37
(b)	Interest from September 1, 2023 to July 31, 2025 at 4.375% per annum		\$	15,627.76
(c)	Late charges		\$	1,047.58
(d)	Costs of collection prior to hearing (service, filing, etc.)		\$	798.62
(e)	Taxes - \$4,785.59; Insurance - \$1,331.53 (not included above)		\$	6,117.12
(f)	Uncollected interest		\$	2,146.81
(g)	Attorney's fee		\$	7,850.00
TOTAL DEBT secured by Note and Mortgage including interest to date shown			\$	219,845.26

Interest for the period from the date shown in (b), 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 **4.375%** per annum (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 Plaintiff's debt secured by mortgage through the date to which such interest is computed.

14. The Plaintiff is seeking the usual foreclosure of the Mortgage and has in the Complaint, or by amendment thereto, or by motion at the reference, expressly waived the right to a personal or deficiency judgment. The Court has proper jurisdiction, and the venue is proper in Greenville County.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of the Mortgage.
2. The mortgaged property should be ordered sold at public auction after due advertisement. The sale shall be made subject to taxes and assessments that are due on the day of such sale.
3. That after making the required deposit the successful bidder at the sale shall be required to pay interest at the rate set forth in the obligation described in the Complaint from date of sale to the date of compliance.
4. The proceeds arising from such sale should be applied, first, to the costs and disbursements of this action, and next, to the payment and discharge of the amount of 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.

Now, on motion of Plaintiff's attorney, J. Kershaw Spong,

IT IS ORDERED, ADJUDGED AND DECREED:

1. That there is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of **\$219,845.26** representing the "Total Debt" due Plaintiff as set out in Paragraph 14, supra, together with interest at the rate provided in said obligation on the balance of principal from the aforesaid date to the date hereof.
2. The amount due in the preceding paragraph (the "Total Debt" as set forth in paragraph 14, supra, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of **4.375%** per annum.

3. That the Defendants liable for the aforesaid mortgage debt do, on or before the date of sale of the property hereinafter described, pay to the Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the undersigned Master in Equity, at public auction, at the Greenville County Courthouse, in the City of Greenville, County of Greenville and state aforesaid, on some convenient Salesday hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the Salesday shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

a. FOR CASH: the undersigned Master in Equity will require a deposit of 5% of the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Twenty (20) days same to be forfeited and applied to the costs and Plaintiff's debt.

b. Interest on the balance of the bid shall be paid through the day of compliance at the rate of 4.375%.

c. The sale shall be subject to taxes and assessments due on the day of such sale, existing easements and easements and restrictions of record.

d. Purchaser to pay for the preparation of the deed, deed stamps and costs of recording the deed.

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

6. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

7. The undersigned Master in Equity will, by advertisement according to law, give notice of the 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, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within Twenty (20) days after date of sale, then the undersigned Master in Equity may advertise the said premises for sale on the next or some other subsequent Salesday, at the risk of the former highest bidder, and so from time to time thereafter until a full compliance shall be secured. In the event the Plaintiff is the successful bidder, at its option, or the option of the assignee, the deed may be taken subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this Order and hereinafter more fully described.

8. The undersigned Master in Equity to apply the proceeds of the sale as follows:

First: to 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.

Next: to the payment to the Plaintiff or Plaintiff's attorneys, of the amount of Plaintiff's debt and interest, or so much thereof as the purchase money will pay on the same.

9. Any surplus should be held pending further Order of this Court.

10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendants in possession of the subject property and title by deed from the court is vested in such purchaser, the Sheriff of Greenville 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 or its assigns in full, quiet and peaceable possession of said property without delay, and to keep said successful bidder or his or its assigns in such peaceable possession.

11. In the event the successful purchaser is someone 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, and title by deed from the court is vested in such purchaser, 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.

12. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein and all persons whosoever 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.

13. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the first-named 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.

14. 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.

15. It is further ordered, that if the Plaintiff nor the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales date.

16. It is ordered, that the Petition to Dismiss and the Counterclaim are without merit and are hereby dismissed.

17. The premises herein ordered to be sold are as follows:

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. T1 on a survey prepared for Heritage Village Phase IB, by 3D Land Surveying, Inc., dated April 25, 2019 and recorded in the Office of the Register of Deeds for said County in Plat Book 1336, at Page 86; reference to said plat being hereby made for a more complete metes and bounds description thereof.

This being the same property conveyed to Erica Lynn Davis and Austin J. Davis by deed of NVR, Inc. dated December 13, 2019 and recorded on December 16, 2019 in Book 2583 at Page 1063 in the Office of the Greenville County Register of Deeds. The property was subsequently conveyed to Erica Lynn Davis by deed of Austin J. Davis dated February 26, 2020 and recorded on February 26, 2020 in Book 2588 at Page 2616 in the Office of the Greenville County Register of Deeds. The property was then subsequently conveyed to Signature Gain Express Trust, DTE 06/22/2022 (An Irrevocable Express Trust Organization), Harol Alezu Lozano Moran, Sole Trustee by deed of Erica Lynn Davis dated June 5, 2023 and recorded on June 5, 2023 in Book 2690 at Page 55 in the Office of the Greenville County Register of Deeds.

TMS #: 0323.03-01-029.00

AND IT IS SO ORDERED.

[JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW]

Nov 14 2025

SC Court of Appeals

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025-CP-23-03796

Robert Barnett, as Trustee of the RH 401(k) Plan

Erica Lynn Davis, Austin J. Davis,
and Signature Gain Express Trust, DTE
06/22/2022 (An Irrevocable Express Trust
Organization) Harol Alezu Lozano Moran,
Sole Trustee

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: J. Kershaw Spong
C. Elizabeth Weston
Robinson Gray Stepp & Laffitte, LLC
P.O. Box 11449
Columbia, SC 29211

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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ 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. (Foreclosure 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)
		\$
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.**

Master in Equity	Judge Code	Date
-------------------------	-------------------	-------------

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2025 and a copy mailed first class or placed in the appropriate attorney’s box on this _____ day of _____, 2025 to attorneys of record or to parties (when appearing pro se) as follows:

J. Kershaw Spong

Robinson Gray Stepp & Laffitte, LLC

P.O. Box 11449

Columbia, SC 29211

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(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 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.



Greenville Common Pleas

Case Caption: Robert Barnett , plaintiff, et al vs. Erica Lynn Davis , defendant, et al

Case Number: 2025CP2303796

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

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)