

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

CASE NO.: 2024-CP-26-07321

Deutsche Bank Trust Company Americas,
as Trustee for Residential Accredit Loans,
Inc., Mortgage Asset-Backed Pass-
Through Certificates, Series 2006-QS10,
Plaintiff,

**MASTER IN EQUITY’S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE**

DEFICIENCY WAIVED

v.

RECEIVED

Apr 14 2026

SC Court of Appeals

Sophia V. Brown a/k/a Sophia Victoria
Brown; Rosetta S. Bethea; Conway
Hospital Inc., d/b/a Conway Medical
Center; North Mill Equipment Finance
LLC; Republic Finance LLC,

Defendant(s)

Hearing Date: February 5, 2026

Appearances: Chad W. Burgess, Esquire for Plaintiff and Sophia V. Brown a/k/a Sophia
Brown, Defendant (self-represented)

Court Reporter: Kathryn Bostrom, Garber Reporting Service

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"),
this matter was referred to the undersigned Master in Equity to make appropriate findings of fact
and conclusions of law, with authority to enter a final judgment in the case. Any reference made to
the title "Master in Equity" or "undersigned Master in Equity" throughout this document also
includes any Special Referee who may take any action in this case under the direction of the Master
in Equity. Any appeal from this decision shall be directly to the South Carolina Court of Appeals.

Pursuant to the Order of Reference, a hearing was held on February 5, 2026, and a record
thereof was made. Immediately prior to the bench trial, the Court took up a motion to withdraw or
amend deemed admissions pursuant to Rule 36(b), SCRCP. By way of background, the
admissions at issue are the Plaintiff’s Requests for Admissions served upon Defendant Rosetta A.

Bethea on March 31, 2025. On June 3, 2025, counsel for the Plaintiff submitted an affidavit asserting that this defendant failed to serve a response to these requests. Pursuant to Rule 36(a), the Plaintiff's Requests for Admissions are deemed admitted as to Defendant Rosetta S. Bethea. The motion, filed by Sophia Brown on behalf of, and as attorney in fact for, Rosetta S. Bethea seeks to withdraw or amend the admissions of Rosetta S. Bethea pursuant to Rule 36(b), SCRCF. Because she is not an attorney licensed to practice law in South Carolina, Ms. Brown may not represent Ms. Bethea through filing motions or making legal arguments on her behalf. *See* SC Code §40-5-310. Because the motion was not filed by Ms. Bethea or a South Carolina attorney on her behalf, the motion was respectfully denied. The requests for admissions at issue are applicable to Defendant Rosetta S. Bethea only and do not constitute admissions of Defendant Brown. Following the denial of the motion, a bench trial proceeded. From the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on October 24, 2024.
2. The Summons and Complaint were filed on October 24, 2024.
3. Service was made upon the Defendants as shown by the filed proofs of service.
4. No responsive pleadings appear to have been filed on behalf of defendants North Mill Equipment Finance LLC and Republic Finance LLC.
5. According to a filed Affidavit, no defendant 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.
6. Defendants Conway Hospital Inc., d/b/a Conway Medical Center; Sophia V. Brown a/k/a Sophia Victoria Brown and Rosetta Bethea answered in this action.

7. All Defendants were notified of the time, date and place of this hearing.
8. For value received, Rosetta S. Bethea made, executed and delivered a note, dated July 17, 2006, payable to the order of Homecomings Financial Network in the principal amount of \$115,200.00 with interest at the rate of 7.5% per annum.
9. To secure the payment of the Note, Rosetta S. Bethea and Sophia Victoria Brown made, executed and delivered a mortgage to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Homecomings Financial Network, Inc., dated July 17, 2006, encumbering real property in Horry County, ("Mortgage"), more fully described below ("Property"). The Mortgage was recorded on July 18, 2006, in the Horry County Registry in Book 4620 at Page 167.
10. The Mortgage is a valid purchase money, first lien on the Property.
11. Thereafter, the Mortgage was assigned to Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-QS10 by assignment recorded on December 9, 2009 in Book 5220 at Page 1474.
12. Evidence was presented of three modifications were agreed upon regarding the subject loan. Copies of each of the modifications were admitted at trial as Plaintiff's Exhibits 8,9, and 10 respectively. The first modification was dated December 1, 2008. Pursuant to the December 1, 2008 modification, the principal balance owed was modified to \$120,619.37 and the interest rate was fixed at 5.484306% per annum. The second modification was dated June 1, 2010. The June 1, 2010 modification provided for, inter alia, a deferred principal balance of \$62,500.00 and provided for a payment schedule as set forth therein. The third modification was dated February 23, 2021. The February 23, 2021 modification provided for, inter alia, a

balloon payment due upon the loan maturity which was established as August 1, 2036.

Notably, the February 23, 2021 includes the following:

The debtor, ROSETTA S BETHEA, and Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-QS10 through the servicer of the underlying mortgage loan agreement, PHH Mortgage Corporation, have agreed to modify the terms of said underlying mortgage loan agreement. Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-QS10 is the owner of the loan and retains all rights to collect payments as per the underlying mortgage loan agreement. PHH Mortgage Corporation, remains servicer for said underlying mortgage loan agreement.

The February 23, 2021 modification was signed by Rosetta S. Bethea and Sophia Victoria Brown and the above language constitutes a specific acknowledgement by Ms. Bethea and Ms. Brown as to the owner of the loan as well as the mortgage servicer. This language is consistent with the testimony of Plaintiff's witness, Benjamin Verdooren and the evidence presented regarding the Plaintiff's standing to bring the foreclosure action as will be discussed further below.

13. The crux of the defense presented at trial was Defendant Brown's assertion that the Plaintiff lacks standing as the real party in interest to bring this foreclosure action. SCRCF Rule 17(a) provides that, "[e]very action shall be prosecuted in the name of the real party in interest" and further sets forth that, "[n]o actions shall be dismissed on the ground that it is not prosecuted in the name of the real party in interest until such time has been allowed, after objection, for ratification of commencement of the action by, or joinder or substitution of, the real party in interest". In *Bank of America, N.A. v. Draper*, 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013), the Court of Appeals took up the issue of standing in the context of a mortgage foreclosure and noted, "[t]he requirement of Standing is not an inflexible one." Id at 220 (quoting *Sloan v. Sch. Dist. Of Greenville Cnty.*, 342 S.C. 515, 524, 537 S.E.2d 299, 304 (Ct. App. 2000)). The Court of Appeals further noted the following regarding transfers of Notes and Mortgages:

An assignee stands in the shoes of its assignor. *Twelfth RMA Partners, L.P. v. Nat'l Safe Corp.*, 335 S.C. 635, 639, 518 S.E.2d 44, 46 (Ct. App. 1999); see also S.C. Code Ann. §36-3-203(b) (Supp. 2012) (Providing a transfer of an instrument vests in the transferee any rights the transferor had). “[T]he assignment of a note secured by a mortgage carries with it an assignment of the mortgage, but...the assignment of the mortgage alone does not carry with it an assignment of the note.” *Hahn v. Smith*, 157 S.C. 157, 167, 154 S.E. 112, 115 (1930); see also *Ballou v. Young*, 42 S.C. 1710, 176, 20 S.E. 84, 85 (1984) (“The Transfer of a note carries with it a mortgage given to secure payment of such note.”).
Id. at 220.

Thus, a holder of a note has standing as the real party in interest to bring a foreclosure action. In *Draper*, the Court of Appeals also acknowledged that a mortgage servicer has standing to initiate a foreclosure action. “Several bankruptcy courts and federal district courts, including those in South Carolina, have recognized the servicer of a loan to be a real party in interest and able to initiate a foreclosure. We agree with this view.” *Id.* at 223.

The original Note was presented at trial and a copy of the Note was admitted as Exhibit “4”. Plaintiff’s witness, Benjamin Verdooren, testified regarding the indorsements affixed to the face of the Note as well as to the Allonges affixed to the Note. The Note was originally payable to Homecomings Financial Network, Inc. An indorsement from Homecomings Financial Network, Inc. to Residential Funding Corporation appears on the face of the Note. An indorsement from Residential Funding Corporation to Deutsche Bank Trust Company Americas as Trustee appears on the face of the Note. There are two allonges affixed to the Note, each of which indorse the Note from Deutsche Bank Trust Company Americas, as Trustee, to the Plaintiff. The second of the allonges affixed to the Note includes a “void” stamp. Mr. Verdooren testified that the voided duplicate allonge referenced a loan number of a prior servicer. On its face, the Note is a negotiable instrument as defined in S.C. Code Ann. §36-3-104. Plaintiff is the holder of the Note as defined in S.C. Code Ann. § 36-1-201

(b)(21)(A), formerly S.C. Code Ann. §36-1-201(20) as they are in possession of the negotiable instrument indorsed specifically to them. As the holder of the Note, Plaintiff is a “person entitled to enforce” the Note pursuant to S.C. Code Ann. § 36-3-301 as a matter of law.

The Defendants specifically challenge the validity of the assignment of the subject Mortgage recorded in the Horry County Registry. While cogent evidence of the transfer of the Mortgage to the Plaintiff, the assignment is unnecessary to assert Plaintiff’s right to enforce the Note and Mortgage. As noted in *BAC Home Loan servicing, L.P. v. Kinder*, 398 S.C. 619, 623, 731 S.E.2d 547, 549, “[t]he assignment of a mortgage does not need to be recorded, and failure to do so has no effect on the rights of the assignee”. Quoting *Singleton v. Singleton*, 60 S.C. 216, 235, 38 S.E. 462, 469 (1901). Because it is the transfer of the Note that carries with it the transfer of the Mortgage, the recordation of the assignment simply puts the world on notice of the assignment, and the timing of its recording has no impact on Plaintiff’s standing to bring the instant foreclosure action.

Further, the Defendants lack standing to challenge the transfer of the Note and Mortgage because they were not parties to said transfer. *In Re McFadden*, 471 BR 136 (2012); *see also Reese v. United States Bank Nat’l Ass’n*, No. 3:11-2990-CMC-SVH, 2012 U.S. Dist. LEXIS 75652, at *8-9 (D.S.C. Apr. 30, 2012)(“Plaintiff is only a party to the Mortgage and, because the Assignment is a separate contract to which Plaintiff is not a party, she cannot question its validity”); *see also Windsor Green Owners Ass’n, Inc. v. Allied Signal, Inc.*, 362 S.C. 12, 605 S.E.2d 750 (Ct. App. 2004). (“Generally, one not in privity of contract with another cannot maintain an action against him for breach of contract.”).

I find and conclude that the Plaintiff is the real party in interest with standing to enforce the subject Note and Mortgage.

14. The titleholder of record of the Property as of the filing of the Lis Pendens was Sophia V. Brown.

15. As of April 1, 2023, the loan is in default, payment due on the Note has not been made, and the Plaintiff has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney for collection.

16. 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 \$9,596.50 is a reasonable attorney's fee for the Plaintiff's attorney for services performed up to attendance at the hearing under the terms of the Note and Mortgage. This sum shall be included in the judgment debt in this Order. Therefore, the total sum of \$9,596.50 is a reasonable fee for services through completion of the foreclosure sale, not to include extraordinary services, including but not being limited to evictions, surplus funds claims, and rules to show cause re: omitted lienholders.

17. The amount due on the Note and Mortgage, with interest under the terms provided in the Note, as modified, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal Due as of Today's Date:	02/05/2026		\$105,619.84
Additional Principal			\$10,155.95
Accrued Interest From:	03/01/2023	to: 02/05/2026	\$13,899.08
Accruing at:	4.495% per annum		
Late Charges:			\$24.21
Escrow Advance Amt:			\$11,007.50
Property Inspections			\$515.00

Property Valuations/BPO	\$595.00
Costs of Collection Prior to Hearing:	\$1,090.24
Attorney's Fees:	\$9,596.50

18. Total Debt secured by Note and Mortgage, is \$152,503.32. This amount includes costs as outlined above. Interest shall be added at the above-mentioned rate until the date a judicial sale is conducted herein. Additional interest after the date of the judicial sale will be governed by the terms set forth below.

19. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b), SCRCF.

20. The Defendant(s), below claim or may claim liens upon or interests in the Property; and if there is a surplus from the sale of the Property, the validity, priority, and amount of any such claims may be determined at a hearing after the sale in accordance with Rule 71(c), SCRCF. The Defendants and claims or liens are as follows:

A. The Defendant, Conway Hospital Inc., d/b/a Conway Medical Center,, has or may claim to have some interest in the Property by virtue of a judgment lien against Sophia V. Brown, in the original principal amount of \$953.00, which lien was filed in the Horry County Records on 03/14/2017 in Civil Action No., 2017-CP-26-01624. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property upon the completion of a properly held foreclosure sale.

B. The Defendant, North Mill Equipment Finance LLC, has or may claim to have some interest in the Property by virtue of a judgment lien against Sophia V. Brown, et., al, in the original principal amount of \$33,582.50, which lien was filed in the Horry County Records on 07/14/2015 in Civil Action No., 2015-CP-26-01963. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property upon the completion of a properly held foreclosure sale.

C. The Defendant, Republic Finance LLC, has or may claim to have some

interest in the Property by virtue of a judgment lien against Sophia V. Brown, in the original principal amount of \$16,465.88, which lien was filed in the Horry County Records on 06/08/2023 in Civil Action No., 2023-CP-26-00197. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property upon the completion of a properly held foreclosure sale.

D. The Defendant, Sophia V. Brown, has or may claim to have some interest in the Property by virtue of a certain deed of Rosetta S. Bethea purporting to convey an interest in the subject property to aforementioned defendant. Said deed being recorded 11/12/2015 in the Horry County Records in Book 3870 at Page 901. Any interest that this Defendant received in the subject property is "subject to" Plaintiff's Mortgage and this interest is hereby eliminated through a properly completed foreclosure sale.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff is entitled to judgment as to all causes of action, including foreclosure of its Mortgage.
2. The Property shall be sold at public auction after statutory advertisement.
3. There is due to the Plaintiff on its Note and Mortgage the sum of \$152,503.32, representing the Total Debt due to the Plaintiff as outlined above.
4. Interest shall continue to accrue on the Total Debt. Costs incurred after the entry of this Order up to the date of judicial sale may be added to the Total Debt.
5. 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 as previously set forth at the rate of 4.495% per annum.

IT IS ORDERED:

1. 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 to include continuing accruing interest as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master in Equity at public auction, at the Horry County Courthouse, City of Conway, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - A. FOR CASH: The undersigned Master in Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff.
 - B. There is due to Plaintiff the sum of \$152,503.32, which includes costs and interest on the *principal balance* from March 1, 2023. Interest shall continue to accrue from the date and at the rate indicated in Paragraph 17 to the date of sale, at the judgment rate of interest of 4.495% per annum. The successful bidder at the sale should be required to pay interest from the date of sale at the judgment rate of interest of 4.495% to compliance. \$13.01 per diem. No interest shall be charged on maintenance fees, preservation fees, inspection fees, attorney's fees and costs, or any other hard costs.

- C. The successful bidder at the sale shall pay interest on the judgment from the date of sale at the judgment rate (contract or legal rate, if applicable) of interest of (use rate above) to compliance. The Judgment amount includes principal, interest, attorney's fee and other hard costs outlined in the judgment.
- D. There is due to Plaintiff the sum of \$152,503.32 which includes costs and interest on the *principal balance* from March 1, 2023, to the date of sale, at the judgment (contract or legal rate, if applicable) rate of interest of (4.495%) per annum. No interest shall be charged on maintenance fees, preservation fees, inspection fees, attorney's fees and a costs, or any other hard costs.
- E. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
- F. Purchaser to pay for the deed and the cost of recording the deed.
3. 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 Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.
4. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final at the fall of the gavel on the date of the sale, and compliance with the bid may be made immediately.
5. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof. Advertisement for sale shall not be initiated any sooner than six weeks prior to the scheduled sales date. The Master in Equity will execute to the purchaser, or purchasers, a deed to the Property sold. 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/her assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master in Equity or the Plaintiff may re-advertise the Property for sale on the next, or some other subsequent, sales day, according to the same terms set forth herein, 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 Master in Equity shall 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 Court; and
 - NEXT: To the payment of the amount to the Plaintiff, or the Plaintiff's 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
 - NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.
8. The judgment amount may be subject to increase to permit the Plaintiff to recover additional costs and expenses incurred within the foreclosure process and authorized under South Carolina law. Such additional costs and expenses shall be established by affidavit and shall be submitted to the Court without further hearing. Said affidavit of Additional Fees and Costs must be presented to the Court for consideration within ten

(10) days from the date of sale and must include supporting documentation. Jurisdiction over each component of the total debt is reserved to the undersigned to determine and to facilitate the assessment and payment of any such costs and/or assessments.

9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest, lien, and equity of redemption in the said mortgaged premises so sold, or any part thereof.
10. That it is further ORDERED ADJUDGED AND DECREED that 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 Horry 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.
11. It is further ORDERED, ADJUDGED AND DECREED that 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 and a Writ of Assistance is presented, the Sheriff of Horry 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.
12. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master

in Equity shall direct 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.

13. Upon notification of surplus funds, the Plaintiff shall provide this court Mortgagor's contact and identifying information ("Ordered Information") from their files so that Mortgagor's may be located and notified of any remaining surplus funds. Ordered Information includes, but is not necessarily limited to the following: names, most recent mailing address, most recent email address, phone numbers, date of birth and social security numbers. Ordered Information provided to this court shall be kept confidential, shall be used for the sole purpose of notifying Owners of remaining surplus funds, and shall be destroyed upon distribution of attributable surplus funds. Ordered Information will not be published in the public record. Ordered Information required by this court shall be provided to the court within a reasonable time.
14. All superior lienholders shall provide payoff amounts to the Plaintiff. Plaintiff shall request payoff amounts from all senior lienholders, if applicable. Senior lienholders must provide payoff amounts to Plaintiff within ten (10) days of the request. Said senior lienholder payoff amounts shall be included in the Notice of Sale.
15. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL AND SINGULAR, THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA, SHOWN AND DESIGNATED AS LOT 24, MEADOW FARMS SUBDIVISION, AS SHOWN ON A PLAT BY COASTAL LAND SURVEYORS, INC., RECORDED FEBRUARY 22, 2005, IN PLAT BOOK 203 AT PAGE 113 IN THE OFFICE OF THE REGISTER OF DEEDS FOR HORRY COUNTY.

THIS BEING THE SAME PROPERTY CONVEYED TO ROSETTA S. BETHEA AND SOPHIA VICTORIA BROWN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, BY DEED OF BARFIELD PROPERTIES, LLC, DATED JULY 17, 2006, AND RECORDED JULY 18, 2006, IN BOOK 3128 AT PAGE 1424 IN THE OFFICE OF THE REGISTER OF DEEDS FOR HORRY COUNTY, SOUTH CAROLINA. THEREAFTER, ROSETTA S. BETHEA CONVEYED HER INTEREST IN THE SUBJECT PROPERTY TO SOPHIA V. BROWN BY DEED DATED NOVEMBER 11, 2015, AND RECORDED NOVEMBER 12, 2015, IN BOOK 3870 AT PAGE 901 IN SAID RECORDS.

CURRENT ADDRESS OF PROPERTY: 1037 Morningdale Street, Conway, SC 29526

TMS: 150-27-01-012

AND IT IS SO ORDERED.

Date: _____
Conway, South Carolina

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

STATE OF SOUTH CAROLINA COUNTY OF HORRY IN THE COMMON PLEAS COURT Deutsche Bank Trust Company Americas, as Trustee for Residential Accredited Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-QS10 PLAINTIFF(S)	JUDGMENT IN A CIVIL CASE CASE NO. 2024-CP-26-07321 Sophia V. Brown a/k/a Sophia Victoria Brown; Rosetta S. Bethea; Conway Hospital Inc., d/b/a Conway Medical Center; North Mill Equipment Finance LLC; Republic Finance LLC DEFENDANT(S)
Submitted by: Brock & Scott, PLLC Westpark Center 3800 Fernandina Road, Suite 110 Columbia, SC 29210	Attorney for : <input checked="" 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.
- 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)
		N/A
<p>If applicable, describe the property, including tax map information and address, referenced in the order: ALL AND SINGULAR, that certain piece, parcel or lot of land situate, lying and being in Conway Township, Horry County, South Carolina, shown and designated as Lot 24, Meadow Farms Subdivision, as shown on a plat by Coastal Land Surveyors, Inc., recorded February 22, 2005, in Plat Book 203 at Page 113 in the Office of the Register of Deeds for Horry County.</p> <p>This being the same property conveyed to Rosetta S. Bethea and Sophia Victoria Brown, as joint tenants with right of survivorship, by deed of Barfield Properties, LLC, dated July 17, 2006, and recorded July 18, 2006, in Book 3128 at Page 1424 in the Office of the Register of Deeds for Horry County, South Carolina. Thereafter, Rosetta S. Bethea conveyed her interest in the subject property to Sophia V. Brown by deed dated November 11, 2015, and recorded November 12, 2015, in Book 3870 at Page 901 in said Records.</p>		

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. E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.**

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the ___ day of _____, 2026 and a copy mailed first class or placed in the appropriate attorney’s box on this ___ day of _____, 2026 to attorneys of record or to parties (when appearing pro se) as follows:

Sophia V. Brown
a/k/a Sophia Victoria Brown , pro se
11140 Woodruff Road, Suite 106-155
Greenville, SC 29607

Rosetta S. Bethea, pro se
1037 Morningdale Street
Conway, SC 29526

Michael H. Sartip
Attorney for Conway Medical Center
P.O. Box 808
Myrtle Beach, SC 29578

Chad W. Burgess
Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road, Suite 110
Columbia, SC 29210

ATTORNEY(S) FOR THE DEFENDANT(S)

ATTORNEY(S) FOR THE PLAINTIFF(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 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.



Horry Common Pleas

Case Caption: Deutsche Bank Trust Company Americas , plaintiff, et al VS Sophia V Brown , defendant, et al

Case Number: 2024CP2607321

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

So Ordered

s/Alan D. Clemmons 3088 Master in Equity