

RECEIVED

Apr 30 2026

SC Court of Appeals

Exhibit 3

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

IN THE MATTER OF:)
GEORGE FRANCIS NIESAR)
(Decedent))

Case No. 2025-CP-07-00873

GERALD VIGLIONE NIESAR,)
Individually and as Personal Representative of)
the Estate of George Francis Niesar,)
)
Plaintiff,)

**FINAL ORDER GRANTING
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

vs.)

CHRISTINE NEMETH,)
)
Defendant.)

RECEIVED
Apr 30 2026
SC Court of Appeals

This matter comes before the Court on a motion filed by Plaintiff Gerald Viglione Niesar (“Plaintiff”) on May 6, 2025, seeking summary judgment on all of Plaintiff’s claims (“Motion for Summary Judgment”). The Court has carefully reviewed the parties’ filings and the arguments of counsel at the hearing on October 28, 2025. Having considered all arguments and submissions, the Court grants Plaintiff’s Motion for Summary Judgment in its entirety for the reasons stated below.

INTRODUCTION

This dispute involves claims brought by the estate (“Estate”) of Decedent George Francis Niesar (“Decedent” or “George”) against an alleged debtor of the Estate, the Decedent’s ex-wife, Defendant Christine Nemeth (“Nemeth”). Plaintiff is Decedent’s brother and, as Personal Representative of his Estate, seeks damages arising from Nemeth’s alleged wrongful retention of half of the proceeds from the sale of real property owned by Nemeth and Decedent. Plaintiff

asserts that after Decedent's death, Decedent's Estate had an ownership right to half of the proceeds of the sale of the property because when Decedent and Nemeth divorced in 2007, their joint tenancy with rights of survivorship in the Property severed. It is undisputed that Nemeth sold the property after Decedent's death and did not share any of the proceeds from the sale of the property with the Estate. Plaintiff now seeks to recover from Nemeth those wrongfully converted assets that belong to Decedent's Estate.

BACKGROUND

Decedent married Nemeth on March 29, 1989. (Exhibit A to Plaintiff's Memorandum in Support of Motion for Summary Judgment ("Pl.'s Exhibit A") at 2, 19; Compl. ¶ 6; Ans. ¶ 2). During their marriage, Decedent and Nemeth purchased the property known as 1105 Bluffton Parkway, Bluffton, South Carolina 29910, with Beaufort County Tax Map Parcel Numbers R600-029-000-0034-0000 and R600-029-000-011A-0000 (the "Property") as joint tenants with rights of survivorship. (Pl.'s Exhibit B; Compl. ¶ 8; Ans. ¶ 2). There was no mortgage on the Property. (Compl. ¶ 8; Ans. ¶ 2). Nemeth filed for divorce on May 7, 2007, and the Final Order of Divorce was issued by the Beaufort County, South Carolina Family Court on July 18, 2007. (Pl.'s Exhibit A; Compl. ¶ 9; Ans. ¶ 2). Nemeth admits the Final Order of Divorce does not reference the Property at all. (Pl.'s Exhibit A; Defendant's Return to Plaintiff's Motion for Summary Judgment ("Return") ¶ 6).

On September 3, 2022, Decedent and Nemeth entered into a contract ("Contract of Sale") to sell the Property to the Beaufort County School District ("BCSD") for \$886,000, with a closing date of October 31, 2022. (Pl.'s Exhibit C; Compl. ¶ 14; Ans. ¶ 2). Through several emails on or around October 5, 2022, Decedent and Nemeth's attorney informed the BCSD that Decedent was hospitalized and his outcome was uncertain. (Compl. ¶ 14; Ans. ¶ 2).

Decedent died on October 7, 2022 during the closing period. (Pl.’s Exhibit D; Compl. ¶ 15; Ans. ¶ 2). On the day of Decedent’s death, Nemeth forwarded to the BCSD a picture of a Power of Attorney (“POA”) purportedly executed in her favor by Decedent on December 17, 2018, and indicated that because Decedent lacked capacity to close the sale of the Property, Nemeth would close for him pursuant to her authority under the POA. (Pl.’s Exhibit E; Compl. ¶ 16; Ans. ¶ 2). On October 12, 2022, Nemeth executed and delivered to the BCSD an affidavit falsely stating the POA remained in force and that Decedent was still alive, even though Decedent died five days earlier and the POA terminated upon his death under S.C. Code Ann. § 62-8-110(a)(1). (Pl.’s Exhibit F).

On or about October 31, 2022, Nemeth sold the Property to the BCSD for \$886,000.00, the price agreed to in the Contract of Sale for both Nemeth’s and Decedent’s interests in the Property (the “Sale”). (Pl.’s Exhibit G; Pl.’s Exhibit H; Pl.’s Exhibit I (stating that the “effective date of closing” was October 31, 2022)). Nemeth is the only grantor present on the deed conveying the Property, and Nemeth alone collected the full amount of the Sale’s proceeds. (Pl.’s Exhibits G–H). It was only after receiving the entire proceeds that Nemeth recorded Decedent’s death certificate on November 3, 2022. (Pl.’s Exhibit D).

STANDARD OF REVIEW

Summary judgment is proper when the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law. *See* Rule 56(c), SCRPC; *Knight v. Austin*, 396 S.C. 518, 521, 722 S.E.2d 802, 804 (2012); *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 463, 892 S.E.2d 297, 301 (2023) (eliminating the “mere scintilla” standard and holding the proper standard is the “genuine issue of material fact” standard set forth in the text of Rule 56(c), SCRPC). In determining whether any

triable issues of fact exist, the evidence and all inferences which can be reasonably drawn therefrom must be viewed in the light most favorable to the non-moving party. *Shaw v. City of Charleston*, 351 S.C. 32, 38, 567 S.E.2d 530, 534 (2002). Although a court considering summary judgment is to view the evidence in the light most favorable to the non-moving party, “a party may not create a genuine issue of material fact through speculation or guesswork.” *In re Eleanor McCarthy Lenahan Tr. under agreement Dated July 12, 2001*, 428 S.C. 598, 605, 836 S.E.2d 793, 797 (Ct. App. 2019).

ANALYSIS

The Court finds that none of the facts material to Plaintiff’s claims are in dispute. This matter presents pure questions of law, and Plaintiff is entitled to judgment as a matter of law on all three of his causes of action.

I. Plaintiff is Entitled to Summary Judgment on his Claim for Conversion.

Conversion is the “unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the alteration of the condition or the exclusion of the owner’s rights.” *Regions Bank v. Schmauch*, 354 S.C. 648, 667, 582 S.E.2d 432, 442 (Ct. App. 2003) (citation and internal quotation marks omitted). To establish a cause of action for conversion, “a plaintiff must prove (1) an interest by the plaintiff in the thing converted; (2) the defendant converted the property to his or her own use; and (3) the use was without the plaintiff’s permission.” *Builders Source Direct v. Cosco Logistics (Americas) Inc.*, 2008 WL 11349731, at *11 (D.S.C. 2008) (citing *Crane v. Citicorp Nat’l Servs., Inc.*, 313 S.C. 70, 437 S.E.2d 50 (1993), *superseded by statute on other grounds*)). “[I]t is essential that the plaintiff establish either title to or right to the possession” of the property at the time of conversion. *Regions Bank*, 354 S.C. at 667, 582 S.E.2d at 442 (citation and internal quotation marks omitted).

A. **The Estate owns an Interest in the Sale's Proceeds.**

Here, the first element of conversion is indisputably met because the Estate owned a one-half interest in the Property at the time of the Sale and was, therefore, entitled to receive one half of the proceeds of the Sale. That is because the joint tenancy with rights of survivorship in which Nemeth and Decedent owned the Property was severed by their divorce in 2007 pursuant to South Carolina Code sections 27-7-40(a)(vii) and 62-2-507(c)(2).

Nemeth admits that she and Decedent divorced in 2007. (Compl. ¶ 9; Ans. ¶ 2). She also admits the divorce order did not reference or disclose the Property. (Pl.'s Exhibit A; Return ¶ 6). Those two facts alone are sufficient to sever Nemeth's rights of survivorship under South Carolina law.

S.C. Code § 27-7-40(a)(vii) clearly and unequivocally states, "Any joint tenancy in real estate held by a husband and wife with no other joint tenants *is severed upon the filing of an order or decree dissolving their marriage and vests the interest in both the parties as tenants in common*, unless an order or decree of a court of competent jurisdiction otherwise provides." (emphasis added). Similarly, S.C. Code § 62-2-507(c)(2) provides:

Except as provided by the express terms of a governing instrument, a court order, or a contract relating to the division of the marital estate made between the divorced individuals before or after the marriage, divorce or annulment, the *divorce or annulment of a marriage . . . severs the interests of the former spouses in property held by them at the time of the divorce or annulment as joint tenants with the right of survivorship so that the share of the decedent passes as the decedent's property and the former spouse has no rights by survivorship*. This provision applies to joint tenancies in real and personal property, joint and multiple-party accounts in banks, savings and loan associations, credit unions, and other institutions, and any other form of co-ownership with survivorship incidents.

Id. (emphasis added).

Thus, because the divorce order does not provide otherwise, nor is there any other court order or governing instrument that provides otherwise, Decedent's and Nemeth's joint tenancy

with rights of survivorship in the Property severed upon their divorce and became a tenancy in common without rights of survivorship.

Nemeth has made no argument as to how she retained survivorship rights in light of these statutes but incorrectly asserts without any explanation that she retained rights of survivorship upon Decedent's death because of a document dated December 17, 2018 and titled, "Last Will and Testament of George Francis Niesar" ("Purported Will") that claims to make Nemeth the sole beneficiary of all of Decedent's property, including his real estate. (Return ¶ 7; Def.'s Exhibit B). The Purported Will, however, could not possibly change the fact that Decedent's and Nemeth's joint tenancy previously severed upon their divorce in 2007 and that the Property, therefore, became a part of Decedent's Estate upon his death.

Further, the personal representative of an estate has superior rights to all assets in a probate estate for the very purpose of protecting the rights of all beneficiaries, interested persons, and creditors of the estate. *See* S.C. Code Ann. § 62-3-709 (entitling the personal representative to possession of all real property during administrating); S.C. Code Ann. § 62-3-711(a) ("Until termination of his appointment . . . , a personal representative has the same power over the title to property of the estate that an absolute owner would have . . ."); *Estate of Livingston v. Livingston*, 404 S.C. 137, 145, 744 S.E.2d 203, 208 (Ct. App. 2013) (holding that "[b]ecause [the personal representative] retained the authority over the estate as the PR, the [real] property did not pass to [the devisee named in the Will to inherit the real property] despite his status as a named heir in the will. The probate code presents this as an absolute right derived out of necessity to manage the estate. Thus, when a PR asserts his or her authority over the property, the PR usurps the rights of the heirs regarding control of the real property while the estate is still being administered.").

Thus, after Decedent's death, Nemeth did not own the Property outright; instead, Nemeth and Decedent's Estate each had equal ownership in the Property. Therefore, there is no dispute that one-half of the proceeds from the Sale legally and equitably belonged to the Estate.

B. Nemeth Converted all of the Sale's Proceeds for her Own Use.

The second element of conversion is also satisfied. Nemeth does not dispute that she sold the Property to the BCSD for \$886,000, that she is the only grantor present on the deed conveying the Property to the BCSD, and that she collected the full purchase price after the Sale and kept it for herself alone without distributing the proceeds equally between herself and the Estate. (Pl.'s Exhibits G–H). As a result, there is no genuine issue that Nemeth converted half of the proceeds from the Sale of the Property and, thereby, converted an asset that rightfully belongs to Decedent's Estate.

C. Nemeth's Use was Without the Estate's Permission.

With respect to the third element of conversion, there is no factual dispute that the Estate did not permit or authorize Nemeth to keep the full proceeds from the Sale. It is undisputed that before Nemeth sold the Property and appropriated all of the Sale proceeds for herself alone, she did not submit any Will of Decedent to probate or petition for her appointment as Personal Representative of the Estate.

Accordingly, the Court hereby finds that summary judgment is warranted in Plaintiff's favor on his claim for conversion and orders Nemeth to pay actual damages to Plaintiff in the amount of \$443,000.00, which represents the Estate's one-half interest in the proceeds of the Sale. Additionally, because Nemeth's monetary obligation to the Estate is for a sum certain, the Court also awards prejudgment interest, accruing at an annual rate of 8.75% beginning on the first day the Estate could have demanded its \$443,000—October 31, 2022. *See* S.C. Code § 34-31-20(A)

“In all cases of accounts stated and in all cases wherein any sum or sums of money shall be ascertained and, being due, shall draw interest according to law, the legal interest shall be at the rate of eight and three-fourths percent per annum.”); *Historic Charleston Holdings, LLC v. Mallon*, 381 S.C. 417, 673 S.E.2d 448 (2009) (“The law permits the award of prejudgment interest when a monetary obligation is a sum certain, or is capable of being reduced to certainty, accruing from the time payment may be demanded either by the agreement of the parties or the operation of law.”); *Robbins v. First Fed. Sav. Bank*, 294 S.C. 219, 225, 363 S.E.2d 418, 422 (Ct. App. 1987) (stating that “the measure of damages for money which has been converted is its amount with legal interest from the date of conversion”).

II. Plaintiff is Entitled to Summary Judgment on his Claim against Nemeth for Liability as Executor De Son Tort.

Plaintiff is also entitled to summary judgment on his cause of action against Nemeth for her liability as an executor de son tort of Decedent’s Estate. Under S.C. Code Ann. § 62-3-619, “[a]ny person who obtains, receives, or possesses property of whatever kind, belonging to the decedent, by means of fraud or without paying valuable consideration equivalent to the value of the property, shall be charged and chargeable as executor of his own wrong (executor de son tort) with respect to the goods and debts.” In such cases, “[t]he value of the property is charged to the executor de son tort,” and “shall be deducted from any distribution or payment of any claim or commission to which the executor de son tort is entitled from the estate.” *Id.*

As discussed above, Nemeth’s and Decedent’s joint tenancy with rights of survivorship in the Property severed upon their divorce. Accordingly, when Decedent died, his one-half interest in the Property did not vest in Nemeth but remained in his Estate. Nemeth obtained, received, and currently possesses all of the proceeds from the Sale of the Property, one-half of which belongs to the Estate. Nemeth did not pay any consideration to the Estate for the Estate’s one-half ownership

interest in the Property, Decedent's rights under the contract to sell the Property, or one half of the proceeds from the Sale of the Property. Accordingly, the Court hereby finds that Nemeth is liable to Decedent's Estate as executor de son tort for one-half of the proceeds of the Sale and, therefore, awards summary judgment in Plaintiff's favor.

III. Plaintiff is Entitled to Summary Judgment on his Claim for Constructive Trust.

Last, the Court grants summary judgment on Plaintiff's claim for constructive trust. A constructive trust is an operation of law designed to remedy unjust enrichment, *Hale v. Finn*, 388 S.C. 79, 89, 694 S.E.2d 51, 57 (Ct. App. 2010), and "arises whenever a party has obtained money which does not equitably belong to him and which he cannot in good conscience retain or withhold from another who is beneficially entitled to it as where money has been paid by accident, mistake of fact, or fraud, or has been acquired through a breach of trust or the violation of a fiduciary duty." *SSI Med. Servs.*, 301 S.C. at 500, 392 S.E.2d at 793-94.

There is no genuine issue that Nemeth has been unjustly enriched by her unlawful and fraudulent procurement and retention of the full proceeds of the Property's Sale, when one half of those proceeds belong to the Estate. The Estate's share of the proceeds do not equitably belong to Nemeth, and she cannot in good conscience retain or withhold them from the Estate. Therefore, Plaintiff is entitled to the imposition of a constructive trust over the portion of the proceeds from the Property's Sale that rightfully belong to Decedent's Estate that Nemeth improperly retained for herself. *See SSI Med. Servs.*, 301 S.C. at 501, 392 S.E.2d at 794 (affirming summary judgment in plaintiff's favor on its claim for constructive trust where the "profits [the defendant] retained from the sale of the vehicles were acquired through a breach of trust and fiduciary duty" and, therefore, "did not equitably belong to [the defendant]").

CONCLUSION

Based on the foregoing, the Court enters summary judgment in favor of Plaintiff on his claims against Nemeth for conversion, constructive trust, and liability as executor de son tort. Nemeth is hereby directed to pay actual damages to Plaintiff in the principal amount of \$443,000, plus prejudgment interest at 8.75% per annum, from October 31, 2022, the date of the conversion, until the date the judgment is entered, and thereafter at the post-judgment rate provided for in S.C. Code Ann. § 34-31-20(B)¹ until paid in full. Through November 7, 2025, the prejudgment interest is \$116,104.45, and the combined total owed is \$559,104.45. In addition to these damages, as required by S.C. Code Ann. § 62-3-619, the value of any distribution or payment that Nemeth may be entitled to receive from the Estate shall be reduced by \$443,000—the value of the Estate’s property in Nemeth’s wrongful possession. Last, the Court hereby imposes a constructive trust over \$443,000—the portion of the proceeds of the Sale that rightfully belong to the Estate that Nemeth improperly retained for herself—plus the pre- and post-judgment interest awarded above.

AND IT IS SO ORDERED.

Honorable Carmen T. Mullen
Circuit Court Judge

¹ The current post-judgment interest rate is 11.5% compounded annually. *See* S.C. Sup. Ct. Order dated January 6, 2025.

FORM 4

**STATE OF SOUTH CAROLINA
 COUNTY OF BEAUFORT
 IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE

CASE NO. 2025 CP-07-00873

Gerald Viglione Niesar, Individually and as Personal
 Representative of the Estate of George Francis Niesar

Christine Nemeth

PLAINTIFF

DEFENDANT

| | |
|--|--|
| Submitted by: Robert Brunson, Esquire | 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. 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) |
| Gerald Viglione Niesar, Individually and as Personal Representative of the Estate of George Francis Niesar, Plaintiff | Christine Nemeth | \$443,000.00 actual damages |
| Gerald Viglione Niesar, Individually and as Personal Representative of the Estate of George Francis Niesar, Plaintiff | Christine Nemeth | \$116,104.45 pre-judgment interest |
| Gerald Viglione Niesar, Individually and as Personal Representative of the Estate of George Francis Niesar, Plaintiff | Christine Nemeth | Post-judgment interest pursuant to S.C. Code Ann. § 34-31-20(B) until paid in full |
| 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.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Honorable Carmen T. Mullen, Circuit Court Judge **Judge Code** **Date**

For Clerk of Court Office Use Only

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

Robert H. Brunson

John P. Bozeman

ATTORNEYS FOR THE PLAINTIFF

Russ Keep, III

ATTORNEY FOR THE DEFENDANT

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), SCRPC.

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.

In addition to these damages, as required by S.C. Code Ann. § 62-3-619, the value of any distribution or payment that Nemeth may be entitled to receive from the Estate shall be reduced by \$443,000—the value of the Estate’s property in Nemeth’s wrongful possession. Last, the Court hereby imposes a constructive trust over \$443,000—the portion of the proceeds of the Sale that rightfully belong to the Estate that Nemeth improperly retained for herself—plus the pre- and post-judgment interest awarded above.

FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE
(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The “Information for the Judgment Index” section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the “Judgment in Favor of” column, enter the name of the party to whom the judgment is awarded. In the “Judgment Against” column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the “Judgment Amount” column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate “N/A” in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section “For the Clerk of Court Office Use Only” should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.
8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through “Circuit Court Judge” and indicate “Arbitrator” in the signature block.

9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title “Circuit Court Judge” below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the “Judgment Amount To Be Enrolled” box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.



Beaufort Common Pleas

Case Caption: Gerald Viglione Niesar , plaintiff, et al VS Christine Nemeth

Case Number: 2025CP0700873

Type: Order/Summary Judgment

So Ordered

s/Carmen T Mullen 2142