

MAY 29 2026

SC Court of Appeals

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

NewRez LLC d/b/a Shellpoint Mortgage Servicing,

Plaintiff,

vs.

Keiven K. Minter; Palmetto Citizens Federal Credit Union; Hidden Pines Homeowners Association, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A No.: 2025-CP-40-01229

**ORDER DENYING DEFENDANT KEIVEN K. MINTER'S RULE 12 MOTIONS AND CROSS-MOTION FOR SUMMARY JUDGMENT, AND ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT FOR JUDGMENT OF FORECLOSURE AND SALE**

(Deficiency Judgment Waived)

BCP No.: 25-40653

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision shall be directly to the South Carolina Court of Appeals. Pursuant to the said reference, a hearing was held on March 27, 2026 on all motions, and from the testimony and evidence, I find and conclude as follows:

**PROCEDURAL HISTORY**

1. In this action, Defendant Keiven K. Minter ("*Defendant*") has made an appearance in this action by virtue of various filings. Defendant filed documents entitled "Filing/Filings from Defendant" on June 16, 2025; a Notice of Special Appearance & Jurisdictional Challenge on July 25, 2025; a Motion to Dismiss Lis Pendens, Strike Foreclosure Action, and Dismiss for Lack of Standing on July 30, 2025; an Administrative Notice of Defective Filings, Jurisdictional Objection, and Annexed Evidence on September 10, 2025; and an Omnibus Motion to Dismiss Pursuant to Rules 3, 11, 12, & 41 (Special Appearance) on January 14, 2026.
2. In response to Defendant's filings, Plaintiff filed its Notice of Motion and Motion for Summary Judgment on March 4, 2025. In support of its motion, Plaintiff filed its Memorandum in Support of Summary Judgment, its Affidavit of Indebtedness, its verified business records attached as **Exhibits A through E** to its Affidavit of Indebtedness, and its Affidavit of Attorney's Fees and Costs attached as **Exhibit F** to its Affidavit of Indebtedness, pursuant to Rule 56 of the South

Carolina Rules of Civil Procedure (“*SCRCP*”). Subsequently, Plaintiff filed its Supplemental Affidavit of Attorney’s Fees and Costs on March 17, 2026.

3. In opposition to Plaintiff’s motion for summary judgment, Defendant filed a Notice of Motion and Defendant’s Cross-Motion for Summary Judgment and Motion to Strike on March 11, 2026. In support of his motions, Defendant filed Defendant’s Memorandum of Law in Support of Cross-Motion for Summary Judgment, Affidavit of Keiven K. Minter, and Defendant’s Notice of Supplemental Evidence. After the filing of Plaintiff’s Supplemental Affidavit of Attorney’s Fees and Costs, Defendant filed Defendant’s Objection to Plaintiff’s Supplemental Affidavit for Fees and Costs and Defendant’s Supplemental Evidence Supporting Objection to Plaintiff’s Affidavit on March 18, 2026.
4. This matter came to hearing after the filing of Plaintiff’s Notice of Motion and Motion for Summary Judgment on March 4, 2025. At the court’s request, the hearing on all motions originally scheduled for March 19, 2026 was rescheduled to March 27, 2026 with the consent of Plaintiff, by and through its counsel, and Defendant Keiven K. Minter via email on March 19, 2026 at 1:07 p.m. wherein Defendant replied in pertinent part, “The Defendant, appearing Specially, confirms the receipt of this notice and agrees to waive the 10-day notice requirement for the new hearing date. I am available for the hearing on Friday, March 27, 2026, at 11:30 AM in Courtroom 1.” Plaintiff, by and through its counsel, filed a Notice of Hearing to evidence the parties’ consent to the rescheduled hearing. In response, Defendant filed Defendant’s Objection to Plaintiff’s Notice of Hearing and Motion to Dismiss for Lack of Jurisdiction, Notice of Defendant’s Supplemental Evidence Supporting Objection and Dismissal, Notice of Supplemental Evidence in Support of Motion to Dismiss, Defendant’s Memorandum of Law in Support of Motion to Dismiss for Lack of Jurisdiction, and Supplemental Affidavit of Keiven K. Minter.

#### FINDINGS OF FACT ON DEFENDANT’S RULE 12 MOTIONS

5. “Subject matter jurisdiction refers to the court’s power to hear and determine cases of the general class to which the proceeding in question belong.” *Bardoon Props., NV v. Eidolon Corp.*, 326 S.C.

166, 169, 485 S.E.2d 371, 372 (1997) (*Citing Dove v. Gold Kist*, 314 S.C. 235, 442 S.E.2d 598 and *Watson v. Watson*, 319 S.C. 92, 460 S.E.2d 394 (1995)). The jurisdiction of a court over the subject matter of a proceeding is determined by the Constitution and the laws of the state. *Duckett v. Goforth*, 374 S.C. 446, 456, 649 S.E.2d 72, 77 (Ct. App. 2007). South Carolina circuit courts are vested with original jurisdiction in civil and criminal cases, except those cases in which exclusive jurisdiction shall be given to inferior courts and shall have such appellate jurisdiction as provided by law. *S.C. Const. Art. V, §11*. “In determining whether the Legislature has given another entity exclusive jurisdiction over a case, a court must look to the relevant statute.” *Dema v. Tenent Physician Servs.—Hilton Head, Inc.*, 383 S.C. 115, 121, 678 S.E.2d 430, 433 (2009). This Court has original jurisdiction, and specific circumstances where a Court could be stripped of its original jurisdiction do not exist. Based on these considerations, I find that this Court has subject matter jurisdiction over this matter. Thus, dismissal of Plaintiff’s foreclosure under Rule 12 for a lack of subject matter jurisdiction is improper, and accordingly, Defendant’s motion is denied.

6. An order for service by publication may be issued pursuant to §15-9-710 of South Carolina Code of Laws (Ann. 1976) when an affidavit, satisfactory to the issuing officer is made stating that the defendant, a resident of the state, cannot, after the exercise of due diligence, be found, and that a cause of action exists against him or that he is a proper party to an action relating to real property in this state. *South Carolina Code (Ann. 1976) §15-9-710(c)*. The South Carolina Supreme Court has repeatedly held that “[Section 10-451, now Section 15-9-710] does not specify the character of the facts and circumstances which must be stated in the affidavit or the quantity of the evidence necessary to satisfy the officer, before ordering publication. It simply requires that it must appear by affidavit to his satisfaction.” *Dow v. Bolden*, 245 S.C. 321, 140 S.E.2d 473, 477 (1965) (*quoting Yates v. Gridley*, 16 S.C. 496). “Where a party contests the validity of an order of publication based on a lack of diligence in attempting to locate the party, this court has held that the trial court is ‘without authority to overrule the finding of the clerk of court’” *Montgomery v. Mullins*, 325 S.C. 500, 505-06, 480 S.E.2d 467, 470 (Ct. App. 1997). “In the absence of fraud or collusion, the

decision of the officer ordering service by publication is final.” *Id.* at 506, 480 S.E.2d at 470. If affidavits requesting service by publication are facially defective and do not comply with the publication statute, then the affidavit will not be sustained even in the absence of fraud or collusion. *Caldwell v. Wiquist*, 402 S.C. 565, 571-72, 741 S.E.2d 583, 586-87 (Ct. App. 2013). Plaintiff’s affidavits of non-service and petition for an order of service by publication make it clear that Plaintiff’s petition contained an error or untrue statement, but that the process server’s affidavits reflect due diligence to serve Defendant personally. Moreover, Defendant made his first appearance in this action by filing documents with this Court on June 16, 2025, which was within the thirty-day answer period after Plaintiff’s completion of service by publication on July 4, 2025, and Plaintiff has not held Defendant in default. Plaintiff has complied with the publication statute because Plaintiff’s search was conducted on the correct defendant and Plaintiff’s petition states that Defendant could not be found in this state. Plaintiff performed a skip trace search to attempt to locate Defendant and attempted service at those locations, which were ultimately unsuccessful. Furthermore, Plaintiff obtained its order for service by publication on June 2, 2025 and commenced service by publication on June 20, 2025 within the applicable statute of limitations. In light of the foregoing, I find that under Rule 3(a)(1), SCRCPP, and *Mims v. Babcock Center*, 399 S.C. 341, 732 S.E.2d 395 (2012) (holding that the 120-day period only has relevance if service is accomplished outside of the statute of limitations) that service was properly effected on Defendant by publication, and that Defendant has been afforded a full and fair opportunity to litigate this matter. Therefore, Defendant’s motions under Rule 12 are denied.

7. “In considering a motion to dismiss pursuant to Rule 12(b)(6), SCRCPP, the circuit court must base its ruling solely upon the allegations set forth on the face of the complaint.” *Charleston County Sch. Dist. V. Harrell*, 393 S.C. 552, 557, 713 S.E.2d 604, 607 (2011) (Citing *Doe v. Greenville County Sch. Dist.*, 375 S.C. 63, 66-67, 651 S.E.2d 305, 307 (2007)). “The motion may not be sustained if the facts alleged in the complaint and the inferences drawn therefrom would entitle the plaintiff to relief under any theory. *Id.* “[P]leadings in a case should be construed liberally and the

Court must presume all well pled facts to be true so that substantial justice is done between the parties.” *Charleston County Sch. Dist. V. Harrell*, 393 S.C. 552, 557, 713 S.E.2d 604, 607 (2011) (Citing *Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005) (Citing *Stroud v. Riddle*, 260 S.C. 99, 102, 194 S.E.2d 235, 237 (1973))). Plaintiff’s sole cause of action is for foreclosure of its Subject Mortgage. Plaintiff has alleged the existence of its Note and Subject Mortgage securing real property. Plaintiff has also alleged a breach of its Note and Subject Mortgage and damages resulting from Defendant’s breach of their obligations. Taken as true, the allegations form a sufficient basis for a foreclosure cause of action. Based upon these considerations, I find that dismissal under Rule 12 of Plaintiff’s foreclosure cause of action is not appropriate, and consequently, Defendant’s motion under Rule 12 is denied.

8. In order to have standing to bring a foreclosure action, Plaintiff must be the real party in interest. “Every action shall be prosecuted in the name of the real party in interest.” *Rule 17, SCRPC*. I find that Plaintiff has established its burden in proving that it has the capacity to sue or bring this action, is the real party in interest, and has standing to bring this action because Plaintiff is the holder of the Note and the Mortgage. Plaintiff has produced the Note, Subject Mortgage, and Assignment showing Plaintiff as the noteholder and the mortgagee of record. Therefore, Defendant’s motion under Rule 12 is denied.

**FINDINGS OF FACT ON PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT AND  
DEFENDANT’S CROSS-MOTION FOR SUMMARY JUDGMENT**

9. The Lis Pendens was filed on or about February 21, 2025.
10. The Summons and Complaint were filed on or about February 21, 2025.
11. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein pursuant to Rule 3(a)(1), SCRPC, and *Mims v. Babcock Center*, 399 S.C. 341, 732 S.E.2d 395 (2012)

12. According to an Affidavit filed herein, no Defendant in default 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.
13. A motion for summary judgment is appropriate only when it is clear there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. *Shumpert v. Time Insurance Co.*, 328 S.C. 574, 493 S.E.2d 111 (Ct. App. 1997). In ruling on a motion for summary judgment, the trial court must view the evidence and all inferences which can be reasonably drawn therefrom in the light most favorable to the non-moving party. *Id.* Under Rule 56(c) of the South Carolina Rules of Civil Procedure, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Once the moving party meets its initial burden, the non-moving party must come forward with specific facts showing there is a genuine issue for trial. *Boone v. Sunbelt Newspaper, Inc.*, 347 S.C. 571, 556 S.E.2d 732 (Ct. App. 2001). The court in *Bennett v. Investors Title Ins. Co.* summarized the rule for burden of proof in summary judgment actions:

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. The moving party may discharge the burden of demonstrating the absence of genuine issue of material fact by pointing out the absence of evidence to support the nonmoving party's case. *Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. The nonmoving party must come forward with specific facts showing there is a genuine issue for trial.*

370 S.C. 578, 588-89, 635 S.E.2d 649, 654 (Ct. App. 2006) (internal citation omitted and emphasis added).

14. Heretofore, Keiven K. Minter ("*Borrower(s)*") made, executed, and delivered to NewRez, LLC fka New Penn Financial, LLC ("*Payee*") a certain Promissory Note dated July 11, 2019, in writing ("*Note*"), wherein and whereby Borrower(s) promised to pay to NewRez, LLC fka New Penn Financial, LLC, the principal sum of \$137,000.00 together with interest at the initial rate of 4.25%

per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

15. In order to secure the payment of said Note, Keiven K. Minter (“*Mortgagor(s)*”), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for NewRez, LLC fka New Penn Financial, LLC, its successors and assigns, a certain mortgage dated July 11, 2019 (“*Subject Mortgage*”) securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (“*Subject Property*”):

All that certain piece, parcel, lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina and being shown and designated as Lot 84, Phase Four, on that certain bonded plat of Hidden Pines Phase Four prepared by Belter and Associates, Inc. dated March 23, 2002, as revised, as recorded in the Office of the Register of Deeds (ROD) for Richland County in Record Book 708 at Page 2260. Said plat being adopted and in corpora ted herein by reference for a more complete and accurate description; all measurements being a little more or less.

This being the same property conveyed to Keiven K. Minter by deed from Camp Properties, Inc. dated February 27, 2014 and recorded on February 28, 2014 in the Office of the Register of Deeds for Richland County, South Carolina, in Book R1928 at Page 3141.

<i>Parcel No.</i>	R23112-02-11
<i>Property Address:</i>	136 Sandpine Circle Columbia, SC 29229

16. Said Mortgage was recorded on July 25, 2019 in Book 2413 at Page 2014, in the Richland County Office of the Register of Deeds.
17. Thereafter, the Subject Mortgage was assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing by assignment recorded April 13, 2022 in Book R2734 at Page 3536.
18. “A mortgage and a note are separate securities for the same debt, and a mortgagee who has a note and mortgage to secure a debt has the option to either bring an action on the note or to pursue a foreclosure action.” *U.S. Bank Trust Nat’l Ass’n v. Bell*, 385 S.C. 364, 374, 684 S.E.2d 199, 204 (Ct. App. 2009). “Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor’s default on that debt.” *Id.* at 374-75, 684 S.E.2d at 205. “Once the debt and default have been established, the mortgagor has the burden of establishing a

defense to a foreclosure such as lack of consideration, payment or accord and satisfaction.” *Id.* With the copies of the Note, the Subject Mortgage, and Plaintiff’s Affidavit of Indebtedness, I find that the essential elements and facts of Plaintiff’s cause of action for foreclosure have been established. As such, there are no material issues of fact and summary judgment is appropriate. Summary judgment is appropriate when “there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” *Rule 56(c), SCRCP.* Further, I find that Plaintiff is entitled to recover from Defendant reasonable attorneys’ fees and court costs incurred in bringing this action.

19. 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.
20. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.
21. 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 \$4,400.00 is a reasonable attorney’s fee for the 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. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.
22. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney’s fees, secured by the Note and Mortgage, is as follows:

Principal Balance:	\$122,660.18
Accrued Interest good through 02/20/26: (At rate of 4.25% per annum)	\$8,959.76
Per Diem Interest from 02/21/26 through 03/19/26: (At a daily rate of \$14.28)	\$385.56
Escrow Balance at Loan Transfer:	(\$1,277.72)
Pre-Accelerated Late Charges:	\$108.00
Insurance:	\$11,338.43
Taxes:	\$22,120.11
Deferred Amounts:	\$10,701.02
Credits:	(\$12,655.37)
Property Inspections:	\$425.00
Release Fee:	\$22.50
Attorneys' Fees and Costs:	\$5,942.80
TOTAL:	\$168,730.27

23. Thus, the total Debt secured by the Note and Subject Mortgage, including interest to date is \$168,730.27. Interest for the period from the date shown 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 4.25% per annum, the Note's current rate, pursuant to the terms of the Note and Subject Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the Subject Mortgage through the date to which such interest is computed.
24. Plaintiff waives its rights to a deficiency judgment.
25. At the time of the filing of the Lis Pendens in this matter, the record owner(s) of the property was Keiven K. Minter.
26. Information having been obtained from the records of Richland 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. Palmetto Citizens Federal Credit Union by virtue of that certain Junior Judgment Lien found of record in recorded on October 30, 2023 in action number 2023-CP-40-05766. The Plaintiff's Mortgage is senior in priority to the aforementioned lien and the aforementioned lien is to be removed from title to the Subject Property after the judicial sale.
- B. Hidden Pines Homeowners' Association, Inc. 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 is to be removed from the title to the Property upon the completion of a properly held foreclosure sale.

#### CONCLUSIONS OF LAW

1. Plaintiff is not aware of any stay imposed by 11 U.S. Code § 362 of the Bankruptcy Code which would prevent the entry of a judgment of foreclosure or stay the foreclosure sale.
2. Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
3. That there is due to the Plaintiff on its Note and Mortgage the sum of \$168,730.27, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
4. That 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 hereafter at the rate of 4.25% per annum, the current interest rate of the Note.
5. 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 assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured. If such sale is made to the Plaintiff or its assignee for more than the total debt at the time of the sale, the Plaintiff shall have thirty (30) days to tender the difference between the total debt at the time of the sale and the sale price.

#### **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

1. Plaintiff is authorized to sell the subject property.

2. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Subject Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
3. That on default of payment prior to the date and time of the sale, the Subject Property, hereinafter described, shall be sold by the undersigned at public auction, at the Richland County Courthouse, Richland County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
  - a. FOR CERTIFIED FUNDS: The undersigned shall require a deposit of 5% on the amount of the bid in certified funds or equivalent (cashier's check or money order), the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt. If such sale is made to the Plaintiff or its assignee for more than the total debt at the time of the sale, the Plaintiff shall have thirty (30) days to tender the difference between the total debt at the time of the sale and the sale price.
  - b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 4.25% per annum, which is the Note's current interest rate.
  - c. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
  - d. The Plaintiff having waived its rights to a deficiency judgment, the sale shall be final.
  - e. Upon the purchaser's compliance with the terms of the sale, the Court shall execute a good and sufficient deed of conveyance to the premises, and the purchaser shall thereby be entitled to possession of the Subject Property.
4. 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 only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.
5. 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 assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured. If such sale is made to the Plaintiff or its assignee for more than the total debt at the time of the sale, the Plaintiff shall have thirty (30) days to tender the difference between the total debt at the time of the sale and the sale price.

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 shall apply the proceeds of the sale as follows:
  - a. 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
  - b. 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
  - c. NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.
8. Each Defendant named herein, and all persons whomsoever 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.
9. 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 Richland 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.
10. 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, the Sheriff of Richland 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.

11. After the Order Confirming Sale and Disbursements has been issued and filed, the undersigned directs 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.
12. The following is a description of the Property herein ordered to be sold:

All that certain piece, parcel, lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina and being shown and designated as Lot 84, Phase Four, on that certain bonded plat of Hidden Pines Phase Four prepared by Belter and Associates, Inc. dated March 23, 2002, as revised, as recorded in the Office of the Register of Deeds (ROD) for Richland County in Record Book 708 at Page 2260. Said plat being adopted and incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This being the same property conveyed to Keiven K. Minter by deed from Camp Properties, Inc. dated February 27, 2014 and recorded on February 28, 2014 in the Office of the Register of Deeds for Richland County, South Carolina, in Book R1928 at Page 3141.

*Parcel No.*                      R23112-02-11  
*Property Address:*        136 Sandpine Circle  
  Columbia, SC 29229

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025-CP-40-01229

NewRez LLC d/b/a Shellpoint Mortgage  
Servicing

Keiven K. Minter; Palmetto Citizens Federal Credit  
Union; Hidden Pines Homeowners Association,  
Inc.

Plaintiff(s)

Defendant(s)

Submitted By: J. Martin Page, Esq.  
339 Heyward St., 2<sup>nd</sup> Floor  
Columbia, SC 29201  
File No.: 25-40653

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.
- 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: \_\_\_\_\_
- 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 ON THIS APPEAL.

IT IS ORDERED AND ADJUED:  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: Property to be sold at sale.

**INFORMATION FOR THE PUBLIC 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.



	<p>Palmetto Citizens Federal Credit Union 1320 Washington Street Columbia, SC 29201</p> <p>Hidden Pines Homeowners Association, Inc. c/o MJS Inc. 4910 Trenholm Road, Suite C Columbia, SC 29206</p>
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**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 the 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.

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Richland Common Pleas

**Case Caption:** Newrez Llc , plaintiff, et al vs Keiven K Minter , defendant, et al  
**Case Number:** 2025CP4001229  
**Type:** Master/Order/Foreclosure & Sale and Form 4

IT IS SO ORDERED that:

Stephanie N. Lawrence

Electronically signed on 2026-04-20 12:56:33 page 17 of 17

CERTIFIED TRUE COPY  
OF ORIGINAL FILED,

*Jeannette W McBride*  
C.C.G.P.&G.S.

RICHLAND COUNTY  
SOUTH CAROLINA

Handwritten initials in blue ink, possibly "JD".