

Cornelius McClary v. Southland Properties
Emergency Stay Review Packet

Issues requested for review:

- Original eviction amount shown: \$1,516.70
- Later amount shown: \$2,516.70; request accounting review
- \$1,000 appeal bond paid; only receipt provided
- Request review of water/utility documentation and housing concerns

RECEIVED

Jun 15 2026

SC Court of Appeals

RECEIVED

Jun 15 2026

SC Court of Appeals

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

2026CV4310101845
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE (EVICTION)

Southland Properties
480 E Liberty St
Sumter, SC 29153

RECEIVED
IN
SUMMARY COURT
190 E CANAL ST
SUMTER COUNTY
SOUTH CAROLINA
DATE 4/18/26
TIME 3:30 PM

Phone: (803) 773-8022

PLAINTIFF(S)

Vs
Cornelius McClary
5660 Peach Tree Rd
Wedgfield, SC 29168

Phone:

DEFENDANT(S)

TO Cornelius McClary : Southland Properties is asking this Court to evict you from the property located at 5660 Peach Tree Rd Wedgfield, SC 29168 because they claim that:

☐ You have failed to pay rent when due or demanded in the amount of \$1516.70 (FOR PAST DUE RENT, LATE FEES, & EVICTION FEES)

☐ The terms of your tenancy or occupancy have ended.

☐ You have violated the terms or conditions of your lease by:

You the defendant(s) and lessor(s) of the premises listed at the address lined above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR contact the:

Sumter Magistrate Court
190 E. Canal Street
Post Office Box 1428
Sumter, SC 29151-1428
(803) 436-2280, FAX 8037746170

within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

04/08/2026 Judge, Sumter Magistrate Court

Personally appeared before me, the undersigned deponent, being duly sworn, says who is a person over 18 years of age, not a party or attorney to this action and who to serve the Rule to Vacate or Show Cause on Cornelius McClary on the following date/time:

DATE TIME INITIALS DATE OF SERVICE TIME OF SERVICE
1. 4/18/26 3:30 PM [Signature] SETTLED DATE VACANT DATE
2. PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT
3.

Sworn to and subscribed before me
This day of , 20

NOTARY PUBLIC OR JUDGE SIGNATURE OF SERVER

ON I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) AND/OR WITH FIRST CLASS POSTAGE AFFIXED THEREON, A COPY OF THIS DOCUMENT

MAGISTRATE'S CLERK

MV220
SCCA/713A (Amended 11/2019)

STATE OF SOUTH CAROLINA,
COUNTY OF SUMTER

Complan McClary,
APPELLANT,

vs.

Southland Properties,
RESPONDENT.

COURT OF COMMON PLEAS
2026-CP-43-0711

Formerly 2026CV4310101843

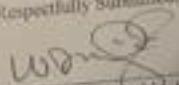
MAGISTRATE'S RETURN
AND ORDER DISMISSING
APPEAL FOR NONPAYMENT



This case was an eviction matter filed by Respondent against Appellant on April 4, 2026 due to alleged nonpayment of rent. Appellant was served via posting and filed an answer with the court requesting a hearing. A bench trial was conducted on May 6 with both parties present. The court granted the eviction, finding that Defendant-Appellant was in arrears on rent in the amount of \$2516.70 at the time of hearing. Appellant appealed this court's ruling on May 11 and an appeal bond hearing was held on May 14 in which Judge B. Keith Griffin required Appellant to make a timely bond payment into the court of \$1000 by within 5 days and the same as monthly payments by the fifth of each month thereafter. Appellant made the initial bond payment but has failed to remit payment for June and Respondent has requested dismissal of the appeal. Because Appellant has failed to make timely bond payments and no undertaking has commenced under the provisions in §27-40-800, et. seq., §27-37-130 requires the trial magistrate to dismiss the appeal for failure to post bond. Therefore, Appellant's appeal is dismissed with prejudice, and this court shall issue a writ of ejectment forthwith. Both orders of the court are incorporated herein by reference.

AND IT IS SO ORDERED.

Respectfully Submitted,


W. Matthew Gumbel, Chief Magistrate
Sumter County Summary Court

June 9, 2026

May 11 and an appeal bond hearing
 of Appellant to make a timely bond

MOCLARY, CORNELIUS LEE
 May 04, 2005

PLEASE RETURN TO

**Sumter County Utility
 Utility Billing**

Account Summary

Page 1 of 1
 4/21/2025 at 3:47 am

Transaction #	Code	Description	Charge	Payment	Date	Reference	Method	Balance
Account Number: 002082 McClary, Cornelius Lee			5600 Peachtree Road Wichita, SC 29168			Account Balance \$307.19		
298572	AD	BAL ADJ	\$50.00	\$0.00	04/05/25			\$50.00
298573	PY	NEW CUST	\$0.00	\$50.00	04/05/25		CASH	\$0.00
301318	B		\$57.48	\$0.00	05/27/25			\$57.48
302767	SA	PENALTY	\$5.00	\$0.00	05/17/25			\$62.48
302800	AD	BAL ADJ	\$5.00	\$0.00	05/18/25			\$67.48
302801	PA	PAY ADJ	\$0.00	\$0.00	05/18/25			\$67.48
302803	PY	NET CRD	\$0.00	\$67.48	05/18/25	0000000001	CREDIT APP MASTERCARD	\$0.00
303418	B		\$38.00	\$0.00	06/25/25			\$38.00
305214	SA	PENALTY	\$5.00	\$0.00	07/15/25			\$43.00
305826	B		\$38.00	\$0.00	07/22/25			\$81.00
306723	PY	NET CRD	\$0.00	\$38.00	08/07/25		VISA	\$43.00
307300	SA	PENALTY	\$5.00	\$0.00	08/18/25			\$48.00
308018	B		\$38.00	\$0.00	08/18/25			\$86.00
309107	PY	NET CRD	\$0.00	\$48.00	09/13/25		VISA	\$38.00
309445	SA	PENALTY	\$5.00	\$0.00	09/18/25			\$43.00
310206	B		\$75.54	\$0.00	09/22/25			\$122.54
311666	SA	PENALTY	\$5.00	\$0.00	10/17/25			\$127.54
312410	B		\$68.99	\$0.00	10/20/25			\$196.43
312867	PY	NET CRD	\$0.00	\$128.00	10/29/25		VISA	\$68.43
312862	SA	PENALTY	\$5.00	\$0.00	11/18/25			\$73.43
314053	B		\$38.00	\$0.00	11/18/25			\$111.43
315304	PY	NET CRD	\$0.00	\$80.00	12/03/25		MASTERCARD	\$31.43
316615	SA	PENALTY	\$5.00	\$0.00	12/17/25			\$36.43
316787	B		\$38.00	\$0.00	12/23/25			\$74.43
318181	SA	PENALTY	\$5.00	\$0.00	01/20/26			\$79.43
318885	B		\$43.85	\$0.00	01/21/26			\$123.28
319427	PY	NET CRD	\$0.00	\$85.00	01/28/26		VISA	\$48.28
320303	SA	PENALTY	\$5.00	\$0.00	02/18/26			\$53.28
321032	B		\$73.78	\$0.00	02/19/26			\$127.06
321822	PY	NET CRD	\$0.00	\$75.00	03/05/26		MASTERCARD	\$52.06
322542	SA	PENALTY	\$5.00	\$0.00	03/11/26			\$57.06
323238	B		\$207.12	\$0.00	03/19/26			\$264.19
324718	SA	PENALTY	\$5.00	\$0.00	04/16/26			\$269.19
325423	B		\$38.00	\$0.00	04/20/26			\$307.19

Account #: 002082

of Trans: 34

\$558.88

\$264.19

Bad Checks:

of Causality

PEACHTREE RD

PAY TO THE ORDER OF
 BY DEBIT CARD

122.54

SUMTER COUNTY WATER UTILITIES

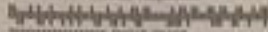
BM



Sumter County Water Utility
1200 N Main Street
Sumter, SC 29151
03

Phone: (803) 774-3854
Office Hours: 8:30am - 4:30pm (M-F)
Emergency Calls: (803) 454-8881/ 803-455-4702

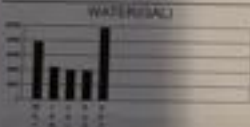
Return Service Requested



5-DIGIT 29108
MCLARY, CORNELIUS LEE
5860 PEACHTREE RD
WEDGEFIELD, SC 29166-6767



ACCOUNT NUMBER	WELLBYN	WELLBYN	WELLBYN	WELLBYN	WELLBYN
2082	08/22/2023	08/22/2023	08/22/2023	08/22/2023	08/22/2023
FROM BILLING	CURRENT BILLING	DATE	DATE	DATE	DATE
17084	2082	8706	WDD-6TB		
TOTAL					75.54
DUE ON RECEIPT					75.54
Service Location: 5860 PEACHTREE RD					
TOTAL DUE					122.54



A late fee will be applied to an account balance that is not paid by the 1st of each month.

DISCONNECT CHARGES:
1ST DISCONNECT \$88.00, 2ND DISCONNECT \$75.00, 3RD DISCONNECT \$100.00

WDD-6TB COPY FOR YOUR RECORD

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

MCLARY, CORNELIUS LEE
5860 PEACHTREE RD
WEDGEFIELD SC 29166

ACCOUNT NUMBER 2082
DUE DATE DUE UPON RECEIPT

Service Location: 5860 PEACHTREE RD

PAY THIS AMOUNT
BY THE DUE DATE
122.54

PAY THIS AMOUNT
BY THE DUE DATE
122.54

Sumter County Water Utility
PO Box 1201
Sumter, SC 29151-1201

Page 1 of 1
4210025 at 8:47 am
Balance

Net Balance
\$207.10
\$52.00
\$0.00
\$57.40
\$52.40
\$57.40
\$57.40
\$0.00
\$34.00
\$43.00
\$81.00
\$43.00
\$48.00
\$36.00
\$36.00
\$43.00
122.54
27.54
6.43
1.43
43
43
3
1

IN THE SUMMARY COURT

CASE # 2026-1845

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

190 E. CANAL STREET
SUMTER, SOUTH CAROLINA 29150

Southland Properties
480 E. Liberty St.
Sumter, SC 29153

Cornelius McClary
5660 Peach Tree Rd
Wedgfield, SC 29168

PLAINTIFF

DEFENDANT

APPLICATION FOR EJECTMENT AFFIDAVIT

I, the Plaintiff in this action, being sworn, state that I am the Landlord/Lessor of the premises herein described. I further state that the premises are within the magisterial jurisdiction of Sumter County, being located at the above mentioned address of the Defendant, and that a Landlord/Tenant relationship exists between the Plaintiff and Defendant.

Grounds for ejectment are one or more of the following:

- () Tenant fails or refuses to pay rent when due or demanded;
- () Term of tenancy or occupancy has ended;
- () Term or condition of the lease has been violated.

FACTS: TENANT IS PAST DUE IN THE AMOUNT OF 1,516.70 FOR PAST DUE RENT, LATE FEES & EVICTION FEES.

Sworn before me
this 6 day of April, 2026

Sarah K. King

MAGISTRATE/NOTARY

My Commission expires 5/30/29

Anna Miller

PLAINTIFF

Southland Properties

480 E. Liberty St.

Sumter, SC 29153

RECEIVED

SUMTER COUNTY

Southland Properties

190 E. Canal St

Sumter, SC 29153

Cornelius Meclary

Peach Tree Rd

Wedgfield, SC 29168

RECEIVED
IN
SUMMARY COURT
190 E. CANAL ST
SUMTER COUNTY
SOUTH CAROLINA
DATE 4/8/26
TIME 3:30 PM

2026CV4310101845
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE (EVICTION)

Phone: (803) 773-8022

PLAINTIFF(S)

Phone:

DEFENDANT(S)

Cornelius Meclary : Southland Properties is asking this Court to evict you from the property located at Peach Tree Rd Wedgfield, SC 29168 because they claim that:

☐ You have failed to pay rent when due or demanded in the amount of \$1516.70 (FOR PAST DUE RENT, LATE FEE, & EVICTION FEES).

☐ The terms of your tenancy or occupancy have ended.

☐ You have violated the terms or conditions of your lease by:

the defendant(s) and lessee(s) of the premises listed at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR contact the:

Sumter Magistrate Court

190 E. Canal Street

Post Office Box 1428

Sumter, SC 29151-1428

(803) 436-2280, FAX 8037746170

Within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE GRANTING OF A WRIT OF EJECTMENT.

08/2026

Judge, Sumter Magistrate Court

I personally appeared before me, the undersigned deponent, being duly sworn, and says s/he is a person over 18 years of age, not a party or attorney in this action, and is the following date/time:

DATE TIME INITIALS

4/8/26

DATE OF SERVICE

TIME OF SERVICE

SETTLED/DATE

VACANT/DATE

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT

Subscribed before me
on _____ day of _____, 20____.

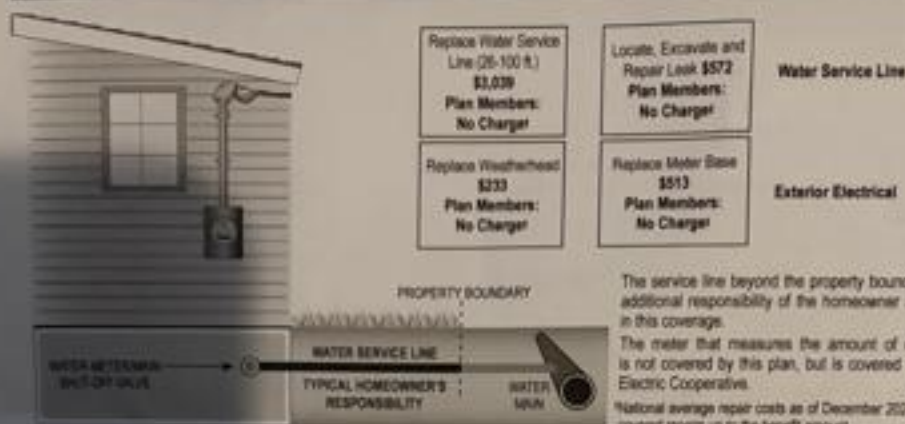
TARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE, WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

Now it's easy to avoid the frustration and cost of unexpected repairs



Please complete and return the Acceptance Form today. Visit www.HSPlans.com/CoverRepair and enter Promo Code: 98NMFJPN or call HomeServe at 1-833-334-1874.

Important Questions & Answers

What am I responsible for?

As a homeowner, you are responsible for your exterior water service line and your exterior electrical system.

Does my homeowners insurance cover this?

Most basic homeowners insurance policies do not cover repair due to normal wear and tear of the exterior water service line or the exterior electrical system.

Who is eligible for coverage?

To be eligible, you must own both the residential single structure and the land it is located on. If your exterior wiring is underground, you must own the land your structure is on. If your exterior wiring is overhead, you are not required to own the land your structure is on. You are not eligible if your home is a recreational vehicle or otherwise intended to be moved; your property is used for commercial purposes; you know of any current problems with your system(s) before enrollment; your entire exterior(s) is shared with a 3rd party or covered by a homeowners' association or the like, in LA, properties with more than 4 dwelling units are not eligible.

What should I know about this coverage?

What's covered: Coverage provides, up to the applicable benefit limit, to repair or replace the following, for which you have sole responsibility, that are damaged due to normal wear and tear, not accident or negligence. Exterior Water Service Line Plus Coverage: The water line that has experienced an operational failure, from your utility's responsibility or external wall of your well casing to the water meter or main shut-off valve inside your home. Repair or replacement of non-functioning stop boxes, shut-off valves, pressure reducing valves and backflow prevention devices is also covered. Restoration to your pavement, yard or landscaping disturbed as part of a covered repair is included, up to the benefit limit. Exterior Electrical Coverage: The broken, failed or hazardous permanent high voltage overhead or underground wiring and the weatherhead, insulator, riser, meter base, and service entrance conductor located between your utility's responsibility and the exterior wall of your home. Frayed high voltage wiring that is not functional is also covered.

Not covered: Damage from accidents, negligence (if otherwise caused by you, others or unusual circumstances) and the following product-specific exclusions: Exterior Water Service Line Plus Coverage: Any leaks or appliances, branch lines, replacement of any artificial grass or plants, restoration to water structures, pastures or wooded areas.

Additional exclusions apply. Exterior Electrical Coverage: Damage or failure due to disconnection or interruption to the main electrical supply; transformers; generators; non-utility supplied power and/or lines, appliances and meter pedestals. The meter that measures the amount of electricity used is not covered by this plan, but it is covered by Black River Electric. Additional exclusions apply. Costs on covered repairs may exceed the benefit limit, in which case you pay the difference between the cost and the benefit limit. See full Terms and Conditions with complete coverage and exclusion details prior to enrolling by calling HomeServe at 1-833-334-1874 or going to www.HSPlans.com/CoverRepair. Disputes resolved by arbitration, without class action or jury trial, unless otherwise stated in your full Terms and Conditions.

When can I make a service call?

Your plan(s) starts the day your enrollment is processed. There is an initial 30-day waiting period before you can make a service call, giving you 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), there is no waiting period.

What is the cancellation policy?

Cancel either plan any time by calling HomeServe at 1-833-334-1874 or visiting www.homeserve.com/cancel. If you cancel within 30 days of your start date, you will get a full refund (less benefits paid, where applicable). Cancellations after the first 30 days will result in a pro-rata refund (less benefits paid, where applicable).

What is the term of my service agreement?

The plan(s) is annual. Unless you cancel, your plan(s) automatically renews annually at the then-current renewal price with your same payment terms.

What is E-Z Pay?

E-Z Pay is a paperless and stress-free way to pay for your coverage. Payments are automatically debited from the bank/checking account of your choice as your payment becomes due, at no additional cost.

Who is HomeServe?

HomeServe is an independent company, separate from your local utility or community. For over 20 years, HomeServe has been dedicated to offering homeowners trusted repairs, saving them \$2.5 billion along the way. If you would prefer not to receive solicitations from HomeServe, please call 1-833-334-1874.

HomeServe is a registered trademark of HomeServe.

26515.HS72XAAAC

26515.HS72XAAAC

- Can't get help bc lease doesn't match
(water not included)
- Drive 20 miles to kids school - not a great
not handicap bus neighborhood.
- Kids knocking out clay, drunks wandering.
all neighborhood
abandoned house next door.
sending random men to our house.
don't even know someone came out Sunday.
Charge \$50 for fee if I don't let them in.

House not for housing. Why do they work then?

never fixed A.C. - 2 heart patients live here.

lack mold in master bath - constant shower leak behind wall.



Sumter County Water Utility
Wedgfield-Statesburg Water System
1200 N Main Street
Sumter, SC 29153
02

Phone: (803) 774-3854
Office Hours: 8:30am - 4:30pm (M-F)
Emergency Calls: (803) 464-8881 / (803) 468-4702

Return Service Requested



5-DIGIT 29158
MCCLARY, CORNELIUS LEE
5660 PEACHTREE RD
WEDGEFIELD, SC 29158-8767



ACCOUNT NUMBER	BILL PERIOD	BILL DATE	SERVICE FROM	SERVICE TO	DAYS
2062	04/20/2026	DUE UPON RECEIPT	03/19/2026	04/20/2026	32
FROM METER TO METER	TO METER	TYPE OF SERVICE	AMOUNT		
62226	66221	WDOG-STR	38.00		
DUE ON RECEIPT			TOTAL		
Service Location: 5660 PEACHTREE RD			38.00		
			PAST DUE		
			269.19		
			TOTAL DUE		
			307.19		



A late fee will be applied to an account balance that is not paid by the 15th of each month.

DISCONNECT CHARGES:
1ST DISCONNECT \$50.00, 2ND DISCONNECT \$75.00, 3RD DISCONNECT \$100.00

KEEP THIS COPY FOR YOUR RECORDS

PLEASE DISCARD THIS PORTION WITH NO MENTION

MCCLARY, CORNELIUS LEE
5660 PEACHTREE RD
WEDGEFIELD, SC 29158

ACCOUNT NUMBER 2062 DUE DATE DUE UPON RECEIPT

Service Location: 5660 PEACHTREE RD

PAY THIS AMOUNT AFTER SEE DATE

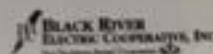
212.19

PAY THIS AMOUNT AFTER SEE DATE

307.19

Sumter County Water Utility
Wedgfield-Statesburg Water System
PO Box 1201
Sumter, SC 29155-1201

Phone: (803) 774-3854
Office Hours: 8:30am - 4:30pm (M-F)
Emergency Calls: (803) 464-8881 / (803) 468-4702



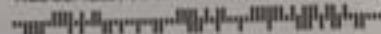
Protection plans
from HomeServe

Response Requested



02JRMW030PR10050-00

CORNELIUS MCCLARY
5660 PEACHTREE RD
WEDGEFIELD, SC 29168-8767



Date	5/29/26
Response Requested	Within 30 Days

— Reminder: Information Regarding Your Exterior Water Line and Electrical System —

Dear Cornelius McClary,

Recently we wrote to you about exterior water and electrical system coverage available to eligible Black River Electric Cooperative members. Many have decided to accept this coverage and we'd like to provide you with another opportunity to do so.

Many homeowners are not aware that repairs to the exterior water line and electrical system are the responsibility of the homeowner. Your property at 5660 Peachtree Rd is not covered with Exterior Water Service Line Plus Coverage or Exterior Electrical Coverage from HomeServe.

Your exterior water line and electrical system may weaken and break over time due to damage caused by normal wear and tear, including aging, which may cause a sudden breakdown, leaving you responsible for the cost of repair or replacement. Replacement of a water line can be expensive—costing you thousands of dollars in unforeseen expenses—which may burden finances.

Black River Electric Cooperative has partnered with HomeServe,* an independent company that offers eligible members protection for repairs to their exterior water line and electrical system components, including the weatherhead, riser, insulator, meter base and service entrance conductor located between your utility's responsibility and the exterior wall of your home. These programs provide repair coverage for your water line and electrical system with no deductible for covered repairs and a 24-hour hotline available 365 days a year to schedule a repair.

This protection is available for eligible Wedgefield homeowners.

Benefit Amount: Up to \$10,000 per service call with multiple service calls annually for covered water service line repairs
Up to \$5,000 annually with multiple service calls for covered exterior electrical system repairs
30-day wait includes a money-back guarantee for both

Property Address: 5660 Peachtree Rd
City: Wedgefield

— Important —

As a Black River Electric Cooperative member, you can choose protection for as little as \$2.99 per month for Exterior Water Service Line Plus Coverage and \$2.99 per month for Exterior Electrical Coverage—a savings of 50% off each plan for the first year—to help protect you from the high cost of covered repairs. If you select both plans, you'll receive an additional 10% savings on top of the 50% off. Take action to help protect your exterior water line and electrical system. Complete and return the enclosed form or call HomeServe at 1-833-334-1874 to accept this optional coverage. For fastest processing, please visit www.hrsPlans.com/CoverRepair and enter Promo Code: **88NMFJPN**

Please respond before July 3, 2026.

Sincerely,

Andrew Wright | SVP, HomeServe Customer Service

*Savings compared to renewal price.

HomeServe USA Repair Management Corp. ("HomeServe"), with corporate offices located at 45 Glover Avenue, 6th Floor, Norwalk, CT 06850, is an independent company separate from Black River Electric Cooperative and offers this optional service plan as an authorized representative of the contract issuer, National Home Repair Warranty, Inc., 59 Maiden Lane, 43rd Floor, New York, NY 10038. Your choice of whether to purchase this plan will not affect the price, availability or terms of service from Black River Electric Cooperative. Black River Electric Cooperative and HomeServe entered into a commercial agreement to introduce these plans to Black River Electric Cooperative members. See eligibility requirements and coverage limitations in this package.

#151-1201

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

Southland Properties
480 E. Liberty St
Sumter, SC 29153

Vs
Cornelius Meclary
5660 Peach Tree Rd
Wedgfield, SC 29168

RECEIVED
IN
SUMMARY COURT
190 E CANAL ST
SUMTER COUNTY
SOUTH CAROLINA
DATE 4/18/26
TIME 3:30 PM

2026CV4310101845

CIVIL CASE NUMBER

MAGISTRATE'S COURT

RULE TO VACATE OR SHOW CAUSE (EVICTION)

Phone: (803) 773-8022

PLAINTIFF(S)

Phone:

DEFENDANT(S)

TO Cornelius Meclary : Southland Properties is asking this Court to evict you from the property located at 5660 Peach Tree Rd. Wedgfield, SC 29168 because they claim that:

☐ You have failed to pay rent when due or demanded in the amount of \$1316.70 (FOR PAST DUE RENT, LATE FEES, & EVICTION FEES).

☐ The terms of your tenancy or occupancy have ended.

☐ You have violated the terms or conditions of your lease by:

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Sumter Magistrate Court
190 E. Canal Street
Post Office Box 1428
Sumter, SC 29151-1428
(803) 436-2280, FAX 8037746170

within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

04/08/2026

Judge, Sumter Magistrate Court

Personally appeared before me, the undersigned deponent, being duly sworn, _____, who is a person over 18 years of age, not a party or attorney to this action, and who to serve the Rule to Vacate or Show Cause on Cornelius Meclary on the following date(s):

DATE OF SERVICE
4/18/26

DATE OF SERVICE

TIME OF SERVICE

SETTLED DATE

VACANT DATE

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT

Sworn to and subscribed before me:

This _____ day of _____, 20_____

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

OR I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE, WITH FIRST CLASS POSTAGE AFFRIGO THEREON, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

MY220

SCCA771A (Amended 11/26/08)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

Corbin McClary,
APPELLANT,

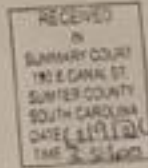
vs

Southland Properties,
RESPONDENT.

COURT OF COMMON PLEAS
2026-CP-43-0711

Formally 2026-CV-43103191843

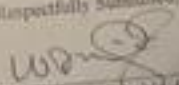
MAGISTRATE'S RETURN
AND ORDER DISMISSING
APPEAL FOR NONPAYMENT



This case was an eviction matter filed by Respondent against Appellant on April 4, 2026 due to alleged nonpayment of rent. Appellant was served via posting and filed an answer with the court requesting a hearing. A bench trial was conducted on May 6 with both parties present. The court granted the eviction, finding that Defendant-Appellant was in arrears on rent in the amount of \$2516.70 at the time of hearing. Appellant appealed this court's ruling on May 11 and an appeal bond hearing was held on May 14 in which Judge B. Keith Griffin required Appellant to make a timely bond payment into the court of \$1000 by within 5 days and the same in monthly payments by the 5th of each month thereafter. Appellant made the initial bond payment but has failed to remit payment for June and Respondent has requested dismissal of the appeal. Because Appellant has failed to make timely bond payments and no undertaking has commenced under the provisions in §27-40-800, et. seq., §27-37-130 requires the trial magistrate to dismiss the appeal for failure to post bond. Therefore, Appellant's appeal is dismissed with prejudice, and this court shall issue a writ of execution forthwith. Both orders of the court are incorporated herein by reference.

AND IT IS SO ORDERED.

Respectfully Submitted,


W. Matthew Gable, Chief Magistrate
Sumter County Summery Court

June 9, 2026

Page 5 of 5

4/23/2020 at 8:47 AM

PEACHTREE RD

122-54

SUNTER COUNTY WATER UTILITIES

Wm

IN THE SUMMARY COURT

CASE # 2026-1845

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

190 E. CANAL STREET
SUMTER, SOUTH CAROLINA 29150

Southland Properties
480 E. Liberty St.
Sumter, SC 29153

Cornelius McClary
5660 Peach Tree Rd
Wedgfield, SC 29168

PLAINTIFF

DEFENDANT

APPLICATION FOR EJECTMENT AFFIDAVIT

I, the Plaintiff in this action, being sworn, state that I am the Landlord/Lessor of the premises herein described. I further state that the premises are within the magisterial jurisdiction of Sumter County, being located at the above mentioned address of the Defendant, and that a Landlord/Tenant relationship exists between the Plaintiff and Defendant.

Grounds for ejectment are one or more of the following:

- () Tenant fails or refuses to pay rent when due or demanded;
- () Term of tenancy or occupancy has ended;
- () Term or condition of the lease has been violated.

FACTS: TENANT IS PAST DUE IN THE AMOUNT OF 1,516.70 FOR PAST DUE RENT, LATE FEES & EVICTION FEES.

Sworn before me
this 6 day of April, 2026

Sarah K. King
MAGISTRATE/NOTARY

My Commission expires 5/30/29

Ann Miller
PLAINTIFF

Southland Properties
480 E. Liberty St.
Sumter, SC 29153

RE OF SOUTH CAROLINA

NTY OF SUMTER

land Properties
Liberty St
er, SC 29153

elius Meclary
Peach Tree Rd
gefield, SC 29168



2026CV4310101845
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE (EVICTION)

Phone: (803) 773-8022

PLAINTIFF(S)

Phone:

DEFENDANT(S)

Cornelius Meclary : Southland Properties is asking this Court to evict you from the property located at Peach Tree Rd Wedgefield, SC 29168 because they claim that:

☐ You have failed to pay rent when due or demanded in the amount of \$1516.70 (FOR PAST DUE RENT, LATE FEE, & EVICTION FEES).

☐ The terms of your tenancy or occupancy have ended.

☐ You have violated the terms or conditions of your lease by:

(the defendant(s) and lessee(s) of the premises listed at the address listed above; and all others, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR contact the:

Sumter Magistrate Court
190 E. Canal Street
Post Office Box 1428
Sumter, SC 29151-1428
(803) 436-2280, FAX 8037746170

within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE GRANTING OF A WRIT OF EJECTMENT.

08/2026

Judge, Sumter Magistrate Court

personally appeared before me, the undersigned deponent, being duly sworn, and says who is a person over 18 years of age, not a party or attorney in this action, who is to serve the Rule to Vacate or Show Cause on Cornelius Meclary on the following date(s) and time(s):

DATE, TIME, INITIALS
4/8/20 JMS

DATE OF SERVICE

TIME OF SERVICE

SETTLED DATE

VACANT DATE

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT

person to and subscribed before me
day of , 20

TARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE, WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

Now it's easy to avoid the frustration and cost of unexpected repairs



Replace Water Service Line (25-100 ft.)
\$3,039
Plan Members:
No Charge!

Locate, Excavate and Repair Leak \$572
Plan Members:
No Charge!

Water Service Line

Replace Weatherhead \$233
Plan Members:
No Charge!

Replace Water Meter \$513
Plan Members:
No Charge!

Exterior Electrical



The service line beyond the property boundary may be an additional responsibility of the homeowner and is included in this coverage.

The meter that measures the amount of electricity used is not covered by this plan, but is covered by Black River Electric Cooperative.

National average repair costs as of December 2024. No charge for covered repairs up to the benefit amount.

Please complete and return the Acceptance Form today. Visit www.HSPlans.com/CoverRepair and enter Promo Code: 98NMFJPN or call HomeServe at 1-833-334-1874.

Important Questions & Answers

What am I responsible for?

As a homeowner, you are responsible for your exterior water service line and your exterior electrical system.

Does my homeowners insurance cover this?

Most basic homeowners insurance policies do not cover repair due to normal wear and tear of the exterior water service line or the exterior electrical system.

Who is eligible for coverage?

To be eligible, you must own both the residential single structure and the land it is located on. If your exterior wiring is underground, you must own the land your structure is on. If your exterior wiring is overhead, you are not required to own the land your structure is on. You are not eligible if your home is a recreational vehicle or otherwise intended to be moved; your property is used for commercial purposes; you know of any current problems with your system(s) before enrollment; your entire ownership is shared with a 3rd party or covered by a homeowner's association; or the line is in a property with more than 4 dwelling units and is not eligible.

What should I know about this coverage?

What's covered: Coverage provides, up to the applicable benefit limit, to repair or replace the following, for which you have sole responsibility, that are damaged due to normal wear and tear, not accident or negligence: Exterior Water Service Line Plus Coverage: The water line that has experienced an operational failure, from your utility's responsibility or external wall of your well casing to the water meter or main shut-off valve inside your home. Repair or replacement of non-backflow prevention devices is also covered. Restoration to your payment, yard or landscaping disturbed as part of a covered repair is included, up to the benefit limit. Exterior Electrical Coverage: The broken, failed or hazardous permanent high voltage overhead or underground wiring and the weatherhead, insulator, meter, meter base, and service entrance conductor located between your utility's responsibility and the exterior wall of your home. Frayed high voltage wiring that is not functional is also covered.

Not covered: Damage from accidents, negligence or otherwise caused by you, others or unusual circumstances and the following product-specific exclusions: Exterior Water Service Line Plus Coverage: Any leaks or appliances, trench lines, replacement of any artificial grass or plants, restoration to water structures, pastures or wooded areas.

Additional exclusions apply: Exterior Electrical Coverage: Damage or failure due to disconnection or interruption to the main electrical supply; transformers; generators; non-utility supplied power and/or lines; appliances and meter pedestals. The meter that measures the amount of electricity used is not covered by this plan, but it is covered by Black River Electric. Additional exclusions apply. Costs on covered repairs may exceed the benefit limit, in which case you pay the difference between the cost and the benefit limit. See full Terms and Conditions with complete coverage and exclusion details prior to enrolling by calling HomeServe at 1-833-334-1874 or going to www.HSPlans.com/CoverRepair. Disputes resolved by arbitration, without class action or jury trial, unless otherwise stated in your full Terms and Conditions.

When can I make a service call?

Your plan(s) starts the day your enrollment is processed. There is an initial 30-day waiting period before you can make a service call, giving you 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), there is no waiting period.

What is the cancellation policy?

Cancel either plan any time by calling HomeServe at 1-833-334-1874 or visiting www.homeserve.com/cancel. If you cancel within 30 days of your start date, you will get a full refund (less benefits paid, where applicable). Cancellations after the first 30 days will result in a pro-rata refund (less benefits paid, where applicable).

What is the term of my service agreement?

The plan(s) is annual. Unless you cancel, your plan(s) automatically renews annually at the then-current renewal price with your same payment terms.

What is E-Z Pay?

E-Z Pay is a paperless and stress-free way to pay for your coverage. Payments are automatically debited from the bank/checking account of your choice as your payment becomes due, at no additional cost.

Who is HomeServe?

HomeServe is an independent company, separate from your local utility or community. For over 20 years, HomeServe has been dedicated to offering homeowners trusted repairs, saving them \$2.5 billion along the way. If you would prefer not to receive solicitations from HomeServe, please call 1-833-334-1874.

HomeServe is a registered trademark of HomeServe.

2025/07/24/AM/CS

2025/07/24/AM/CS

- Can't get help bc lease doesn't match
(water not included)
- Drive 20 miles to kids school - not a great
not handicap bus neighborhood.
- Kids knocking all day, drunks wandering
the neighborhood
abandoned house next door
sending random men to our house.
don't even know someone came out Sunday.
Charge \$50 fee if I don't let them in.

House not for housing. Why do they work then?

never fixed A.C. - 2 heart patients live here.

lack mold in master bath - constant shower leak behind wall.



Sumter County Water Utility
Wedgfield-Statesburg Water System
1201 N Main Street
Sumter, SC 29153
02

Phone: (803) 774-3854
Office Hours: 8:30am - 4:30pm (M-F)
Emergency Calls: (803) 484-8881/ 803-408-4702

Return Service Requested



5-DIGIT 29156
MCCLARY, CORNELIUS LEE
5860 PEACHTREE RD
WEDGEFIELD, SC 29156-6767



ACCOUNT NO: 2062	BILL PERIOD: 04/01/2026	BILL DATE: 04/01/2026	SERVICE FROM: 03/19/2026	SERVICE TO: 04/20/2026	DAYS: 32
PREVIOUS BALANCE: \$22.00	CURRENT BALANCE: \$80.11	PAGE: 0782	TYPE OF SERVICE: WOG-STR		AMOUNT: \$8.00
DUE ON RECEIPT					TOTAL: \$8.00
Service Location: 5860 PEACHTREE RD					PAST DUE: 2062 11
					TOTAL DUE: 307



A late fee will be applied to an account balance that is not paid by the 15th of each month.

DISCONNECT CHARGES:
1ST DISCONNECT \$50.00, 2ND DISCONNECT \$75.00, 3RD DISCONNECT \$100.00

KEEP THIS COPY FOR YOUR RECORD

PLEASE PRINT OR TYPE NAME AND RETURN THIS PORTION WITH PAYMENT

MCCLARY, CORNELIUS LEE
5860 PEACHTREE ROAD
WEDGEFIELD-SC 29156

ACCOUNT NUMBER 2062
BILL DATE 04/01/2026
DUE UPON RECEIPT

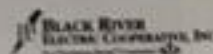
Service Location: 5860 PEACHTREE RD

PAID DATE 04/01/2026
AMOUNT \$88.11

PAID DATE 04/01/2026
AMOUNT \$88.11

Sumter County Water Utility
Wedgfield-Statesburg Water System
PO Box 1201
Sumter, SC 29155-1201

Phone: (803) 774-3854
Office Hours: 8:30am - 4:30pm (M-F)
Emergency Calls: (803) 484-8881/ 803-408-4702



Protection plans
from HomeServe

Response Requested



STANDARD MAIL PERMIT NO. 4074 WEDGFIELD, MA 01921

CORNELIUS MCCLARY
5660 PEACHTREE RD
WEDGFIELD, SC 29168-8767



Date:	5/29/26
Response Requested:	Within 30 Days

— Reminder: Information Regarding Your Exterior Water Line and Electrical System —

Dear Cornelius McClary,

Recently we wrote to you about exterior water and electrical system coverage available to eligible Black River Electric Cooperative members. Many have decided to accept this coverage and we'd like to provide you with another opportunity to do so.

Many homeowners are not aware that repairs to the exterior water line and electrical system are the responsibility of the homeowner. Your property at 5660 Peachtree Rd is not covered with Exterior Water Service Line Plus Coverage or Exterior Electrical Coverage from HomeServe.

Your exterior water line and electrical system may weaken and break over time due to damage caused by normal wear and tear, including aging, which may cause a sudden breakdown, leaving you responsible for the cost of repair or replacement. Replacement of a water line can be expensive—costing you thousands of dollars in unforeseen expenses—which may burden finances.

Black River Electric Cooperative has partnered with HomeServe,* an independent company that offers eligible members protection for repairs to their exterior water line and electrical system components, including the weatherhead, riser, insulator, meter base and service entrance conductor located between your utility's responsibility and the exterior wall of your home. These programs provide repair coverage for your water line and electrical system with no deductible for covered repairs and a 24-hour hotline available 365 days a year to schedule a repair.

This protection is available for eligible Wedgfield homeowners.

Benefit Amount: Up to \$10,000 per service call with multiple service calls annually for covered water service line repairs
Up to \$5,000 annually with multiple service calls for covered exterior electrical system repairs
30-day wait includes a money-back guarantee for both

Property Address: 5660 Peachtree Rd
City: Wedgfield

— Important —

As a Black River Electric Cooperative member, you can choose protection for as little as \$2.99 per month for Exterior Water Service Line Plus Coverage and \$2.99 per month for Exterior Electrical Coverage—a savings of 50% off each plan for the first year—to help protect you from the high cost of covered repairs. If you select both plans, you'll receive an additional 10% savings on top of the 50% off. Take action to help protect your exterior water line and electrical system. Complete and return the enclosed form or call HomeServe at 1-833-334-1874 to accept this optional coverage. For fastest processing, please visit www.HomeServe.com/CoopRepair and enter Promo Code: 98NMFJPN.

Please respond before July 3, 2026.

Sincerely,

Andrew Wright | SVP, HomeServe Customer Service

*Savings compared to renewal price.

*HomeServe USA Repair Management Corp. ("HomeServe"), with corporate offices located at 45 Glover Avenue, 6th Floor, Norwalk, CT 06850, is an independent company separate from Black River Electric Cooperative and offers this optional service plan as an authorized representative of the contract issuer, National Home Repair Warranty, Inc., 59 Maiden Lane, 43rd Floor, New York, NY 10035. Your choice of whether to purchase this plan will not affect the price, availability or terms of service from Black River Electric Cooperative. Black River Electric Cooperative and HomeServe entered into a commercial agreement to introduce these plans to Black River Electric Cooperative members. See eligibility requirements and coverage limitations in this package.

151-1201