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SC Court of Appeals

EXHIBIT A

STATE OF SOUTH CAROLINA | IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE | Case No. 2025-CP-23-05922

Four Alexander, LLC,

Plaintiffs,

vs.

CHPL Real Estate LLC and BPCH, LLC,

Defendants.

MASTER IN EQUITY'S ORDER AND JUDGMENT OF FORECLOSURE AND SALE

Deficiency Demanded as to CHPL Real Estate LLC only

Non-Jury

I, the undersigned, as Master in Equity for Greenville County, hereby find that pursuant to Order of Reference granted in the above-captioned case, a final hearing was held on April 20, 2026, attended by Mary M. Caskey of Haynsworth Sinkler Boyd, P.A., attorneys for Four Alexander, LLC ("Plaintiff") and by John-Paul Baum of Campbell Teague LLC, attorneys for CHPL Real Estate LLC ("CHPL") and Matthew McPheely ("McPheely") (collectively the "Defendants"), as assignee of the mortgage interest previously held by Defendant BPCH, LLC ("BPCH").[1]

Based on the testimony, evidence, and argument presented at the hearing, I find and conclude as follows:

FINDINGS OF FACT

1. The Lis Pendens, Certificate of Exemption from ADR, Summons, and Complaint (collectively hereinafter referred to as "Pleadings") were filed in the Office of the Clerk of

[1] BCPH/McPheely made an oral motion to substitute McPheely as the real party in interest for BCPH at the hearing, based on an Assignment of BCPH's Mortgage dated April 13, 2026, and recorded on April 17, 2026, in the Greenville County Register of Deeds in Book 5869, Page 339. Plaintiff consented.

Court for Greenville County on September 15, 2025, and assigned Case Number 2025-CP-23-05922 by the Clerk of Court.

2. The Amended Lis Pendens, Amended Certificate of Exemption from ADR, Amended Summons, and Amended Complaint (collectively hereinafter referred to as "Amended Pleadings") were filed in the Office of the Clerk of Court for Greenville County on October 16, 2025.

3. Plaintiff caused the Pleadings to be served upon CHPL and BPCH on October 21, 2025, as evidenced by the separate Acceptances of Service filed on October 21, 2025. CHPL and BPCH served and filed their Answer to the Amended Complaint on December 19, 2025.

4. Defendants were notified of the time, date, and place of the hearing in this matter.

5. For value received, on or about December 2, 2019, CHPB executed and delivered to Community First Bank a Promissory Note in the original amount of One Million One Hundred Eighty-Eight Thousand Seven Hundred Fifty and 00/100 Dollars ($1,188,750.00), which was amended, modified, and/or renewed by that certain Change in Terms Agreement dated December 21, 2020, in the amount of One Million One Hundred Eighty-Eight Thousand Seven Hundred Fifty and 00/100 Dollars ($1,188,750.00), that certain Promissory Note dated March 29, 2021, in the amount of One Million Sixty-Nine Thousand Nine Hundred Seventy-Five and 00/100 ($1,069,975.00), that certain Change in Terms Agreement dated April 14, 2023, in the amount of One Million Forty-Three Thousand Seven Hundred Ninety-One and 70/100 Dollars ($1,043,791.70), and by that certain Promissory Note dated July 24, 2023, in the amount of One Million Forty Thousand and 48/100 Dollars ($1,040,000.48) (collectively, the "Note").

6. To secure the repayment of the Note and the debt evidenced thereby, CHPL executed and delivered unto Community First Bank a certain Mortgage dated December 2, 2019 (the

"Mortgage"), whereby CHPL mortgaged to Community First Bank the real property described in the Mortgage (the "Mortgaged Property"). The Mortgage was recorded on December 5, 2019, in the Greenville County Register of Deeds in Book 5510, Page 1589.[1]

7. The Note is further secured by an Assignment of Rents dated December 2, 2019, which was recorded on December 5, 2019, in the Greenville County Register of Deeds in Book 2582, Page 2488 (the "AOR").

8. The Note, Mortgage, AOR, and all other documents associated with the loan evidenced by the Note, Mortgage, and AOR, were assigned to Plaintiff through the Assignment of Note, Mortgage, and Loan Documents from Dogwood State Bank to Plaintiff dated August 29, 2025, and recorded on September 5, 2025, in the Greenville County Register of Deeds in Book 5836, Page 4056 (the "Assignment").

9. At the hearing, CHPL challenged whether the Assignment was valid based on an argument that there was no assignment from Community First Bank, (the original lender), to Dogwood State Bank. However, Plaintiff's undisputed testimony was that Dogwood State Bank is the successor by merger to Community First Bank. Therefore, no other assignment was required, and the Assignment included all of the iterations, refinances, and modifications of the Note and other related loan documents. The Note, Mortgage, AOR, and Assignment may hereinafter be referred to collectively as the "Loan Documents."

10. The Mortgage constitutes a valid first priority mortgage lien on the Mortgaged Property.

[1] The subject mortgage was given to secure a commercial debt, and is not subject to modification under the Home Affordable Modification Program (HMP) for residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac). Plaintiff is not a participant in the HMP.

11. Plaintiff is the current holder of the Loan Documents.

12. The titleholder of record of the subject property as of the filing of the Lis Pendens in this action is CHPL, who is the original mortgagor.

13. CHPL admitted that payments due on the Note and Mortgage have not been made as required, and that the last payment made on the Note was on December 6, 2024. CHPL argued that Plaintiff's calculation of the payoff amount on the Note was incorrect and used the wrong interest rate, but the Court rejects CHPL's argument and finds that the payment history and testimony of Plaintiff's representatives demonstrate that the amount offered by Plaintiff as the amount due is correct and properly calculated pursuant to the terms of the Note. Plaintiff's testimony was supported by a payment history maintained in the ordinary course of business, and the interest rate reflected on the payment history complied with the terms of the Note. Further, CHPL admitted through its representative Mr. McPheely, in his deposition and in Court, that he had no documentary or other evidence to rebut the payoff submitted by Plaintiff.

14. Plaintiff, as the holder of the Note and Mortgage, elected to require immediate payment of the entire amounts due thereon and retained the law firm of Haynsworth Sinkler Boyd, PA to collect the amounts owed and enforce Plaintiff's remedies under the Loan Documents. CHPL contested whether Plaintiff was entitled to attorneys' fees for enforcing its rights under the Loan Documents. Both the Note and Mortgage provide for the recovery of sums, expense, and costs related to the collection and enforcement of the Note and Mortgage, but neither expressly uses the phrase "attorneys' fees." In South Carolina, an award of attorney's fees is recoverable when authorized by contract or statute. *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 493, 427 S.E.2d 659, 660 (1993). Attorney's fees pursuant to a contract will be awarded only if the contract clearly demonstrates that the prevailing party is entitled to them. *See Raynor*

v. Byers, 422 S.C. 128, 131, 810 S.E.2d 430, 432 (Ct. App. 2017). CHPL contends that Plaintiff is not entitled to attorney's fees because the words "attorney's fees" are not explicitly included. However, the cardinal rule of contract interpretation is to ascertain and give legal effect to the parties' intentions as determined by the contract language. *Schulmeyer v. State Farm Fire & Cas. Co.*, 353 S.C. 491, 495, 579 S.E.2d 132, 134 (2003). Where the contract language is clear and unambiguous, the language alone, understood in its plain, ordinary, and popular sense, determines the contract's force and effect. *Beaufort County School Dist. v. United Nat'l Ins. Co.*, 392 S.C. 506, 516, 709 S.E.2d 85, 90 (2011). Here, the Court ascertains and give legal effect to the term "Lender's legal expenses" as it is understood in its plain, ordinary, and popular sense. There is no requirement in South Carolina that the agreement explicitly mention attorney's fees, and courts have awarded attorney's fees based on contractual provisions stating "all reasonable legal expenses and other direct costs of litigation of the prevailing party." *See S.C. Elec. & Gas Co. v. Hartough*, 375 S.C. 541, 551, 654 S.E.2d 87, 92 (Ct. App. 2007) (upholding an award of attorney's fees where the contract stated "all reasonable legal expenses and other direct costs of litigation of the prevailing party"). Further, the Note and Mortgage both state that the Court can award any "sum" incurred by Plaintiff in support of its enforcement of the Note and Mortgage and other remedies. Therefore, the contract permits Plaintiff to recover its attorney's fees and costs. Finally, the Note separately provides for the recovery of "court costs," evidencing an intention to treat costs separately from expenses incurred. There would be no reason to reference costs separately from expenses if the purpose of the Note and Mortgage was to treat the two terms the same.

15. The sum of $32,000.00 is a fair and reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication

of this action, under the terms of the Note and Mortgage based on the (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; (6) customary legal fees for similar services as more fully set forth and described in the Plaintiff's affidavit of attorney fees and court costs. The inclusion of services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

16. The Note also provides for a prepayment penalty. CHPL testified that it has a purchase agreement for the sale of the Mortgaged Property that it expects to close prior to any foreclosure sale of the Mortgaged Property. The Court finds the prepayment penalty to be valid and due under the Note if the amount owed is paid voluntarily by CHPL prior to the maturity of the Note or any foreclosure sale. However, the prepayment penalty is not properly included in the amount due if the Mortgaged Property is sold at foreclosure sale.

17. The following amounts are due and owing on the Note and the Mortgage as of April 20, 2026:

(a) Principal Balance	$1,002,679.05
(b) Accrued Interest Due	$130,626.80
(c) Late Charges	$1,700.00
(d) 2023 Taxes	$38,530.36
(e) Interest on 2023 Taxes	$4,635.68
(f) 2024 Taxes	$38,316.25
(g) Interest on 2024 Taxes	$1,629.77
(h) Prior Legal Fees to Cassidy	$1,383.36
(i) Interest on Prior Legal Fees to Cassidy	$154.24
(j) Prior Legal Fees to Vedder Price	$882.00
(k) Interest on Prior Legal Fees to Vedder Price	$87.25
(l) Phase I	$2,700.00
(m) Interest on Phase I	$182.45
(n) ALTA Survey	$4,000.00
(o) Interest on ALTA Survey	$208.06
(p) BLE VCC support and management	$4,007.00

(q) Interest on BLE VCC support and management	$99.30
(r) Prepayment Penalty	$20,053.58
(s) Interest on HSB Legal Fees	$74.28
(t) Attorney's Fees	$32,000.00
(u) Attorney's Costs	$3,000.61
Balance	**$1,286,950.04**

Interest continues to accrue on the Note at the current rate of 8.75% *per annum*, which is $272.22 *per diem* from April 20, 2026.

18. The Plaintiff is seeking foreclosure of the mortgage and has demanded the right to a personal or deficiency judgment against CHPL pursuant to Rule 71(b) SCRCP. However, Plaintiff reserves the right to waive the deficiency at the time of the sale.

19. The following defendant may claim an interest in the Property, which appears to be junior and subordinate to Plaintiff's Mortgage:

(a) Matthew McPheely, pursuant to the Assignment of Mortgage dated April 13, 2026, and recorded on April 17, 2026, in the Greenville County Register of Deeds in Book 5869, Page 339, pursuant to which BPCH assigned its interest to McPheely in the Mortgage of Real Estate from Defendant in the original amount of $500,000.00 dated February 13, 2025, and recorded on April 1, 2025, in the Greenville County Register of Deeds in Book 5814, Page 5208.

20. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined subsequent to the sale, in accordance with Rule 71(c) SCRCP. Any interest of these defendants are subordinate to Plaintiff's first Mortgage.

CONCLUSIONS OF LAW

I, therefore, conclude that the Mortgage is not subject to modification under the Home Affordable Modification Program, that Plaintiff should have judgment of foreclosure of the Mortgage and the Mortgaged Property should be ordered sold at public auction after due advertisement, and a personal or deficiency judgment against CHPL, with a credit against the judgment to be given for the net proceeds received by the Plaintiff for the sale, shall be entered upon the judgment rolls for Greenville County. The Mortgaged Property shall be sold at the foreclosure sale conducted by the Master in Equity for Greenville County at the sales date set forth below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The subject mortgage was given to secure a commercial debt, and is not subject to modification under the Home Affordable Modification Program (HMP) for residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac). Plaintiff is not a participant in the HMP.

2. There is due to Plaintiff on the Note the sum $1,286,950.04 as of April 20, 2026, and Plaintiff is entitled to judgment for that amount.

3. The amount due in the preceding paragraph shall constitute the total judgment debt due under the Note to Plaintiff and shall bear interest hereafter until paid on the Note at the rate of 8.75% *per annum* from April 20, 2026, until the entry of judgment and at the Note rate thereafter. Further, to the extent Plaintiff advances money for insurance or other expenses to preserve the property after April 20, 2026, such advances may be added to the total judgment debt.

4. CHPL is liable for the aforesaid debt, and on or before the date of sale of the Mortgaged Property, CHPL may pay to Plaintiff's attorneys the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

5. On default of payment at or before the time herein indicated, the Mortgaged Property shall be sold by the Greenville County Master in Equity, or his agent, at public auction, at the Greenville County Courthouse, Greenville, South Carolina, County and State aforesaid, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on the day designated by the selling officer succeeding such holiday), on the following terms, that is to say:

> The sale shall be for cash, and the highest bidder shall be required to make a deposit of five (5%) percent on the bid (in cash or its equivalent) as earnest money and as evidence of good faith. If the Plaintiff is the successful bidder at the sale, the Plaintiff may, after paying the costs of the sale, apply the debt due upon its Mortgage against its bid in lieu of cash or certified funds. Should the person making the highest bid at the sale fail to comply with the terms of his bid by depositing the said five (5%) percent in cash or certified funds, then the property shall be sold at the risk of such bidder on the same sales date or some subsequent date as the selling officer may find convenient and advantageous. Persons submitting additional bids after the initial sale shall deposit five (5%) percent of their bids in cash or certified funds as prescribed above. The Greenville County Master in Equity or his designated representative, shall promptly return all deposits except the deposit securing the highest bid. Purchaser will be required to pay interest on the balance of the final bid through the date of compliance at a rate of 8.75% per annum. Should the last and highest bidder fail to comply with the terms of his bid within thirty (30) days of the final acceptance of his bid, then the selling officer shall re-advertise and resell the property on the same terms on a subsequent date at the risk of such bidder. In the event of non-compliance within the thirty (30) days, the deposit shall be forfeited and applied first to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff. The sale shall be subject to taxes, to existing easements and restrictions, and to homeowner's association assessments accruing subsequent to the date of the deed/title issued to the purchaser. Purchaser shall pay all costs of recording the deed. A personal or deficiency judgment having been demanded, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. §15-39-720, (1976), unless demand for deficiency judgment is waived in writing prior to the sale.

6. A personal or deficiency judgment having been demanded, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. §15-39-720, (1976), unless demand for deficiency judgment is waived in writing prior to the sale.

7. After advertisement according to law, notice of the time and place of such sale, and the terms thereof, shall be given and the Greenville County Master in Equity shall convey to the purchaser, or purchasers, a deed to the premises sold; and Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the purchaser or purchasers should fail to comply with the terms thereof, the Court may advertise the said premises of sale on the next, or some other subsequent sales day, at the risk of the former highest bidder, and so from time to time thereafter until a compliance shall be secured. The deed will be taken subject to payment by grantee of any taxes or special assessments constituting a lien against the property sold under this Order and hereinafter more fully described. Pursuant to S.C. Code §12-24-40(13), the successful bidder other than Plaintiff shall pay the cost of deed stamps on said deed.

8. That the proceeds of the sale be applied as follows:

FIRST, to payment of the amount of the costs and expenses of this action, including the Master in Equity's fee and the costs of advertising the Notice of Sale, and any taxable disbursements by the attorneys in the action;

SECOND, to the payment of Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, or so much thereof as the purchase money will pay on the same; and

THIRD, any surplus proceeds to be held subject to further order of this Court.

9. Upon the making of the sale of the Mortgaged Property, as hereby ordered, and the execution and delivery to the purchaser of a deed to the premises, the said purchaser or purchasers shall be let into possession of the premises on production of the deed, and the Sheriff of Greenville County shall put the holder of the deed into possession of the premises.

10. Each defendant named herein and all persons whosoever claiming under him, them or it, are forever barred and foreclosed of all right, title and interest and equity of redemption in the Mortgaged Property so sold, or any part thereof.

11. The undersigned Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71(c), SCRCP.

12. The following is a description of the premises herein ordered to be sold:

ALL that certain piece, parcel a- lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 1.978 acres, on a plat entitled "Survey for Katmat, LLC" dated August 12, 2008 and prepared by Landrith Surveying, Inc., and recorded August 22, 2008 in the Register of Deeds Office for Greenville County, SC, in Plat Book 1073 at Page 75, reference being made hereto to said plat for the exact metes and bounds thereof.

TMS# 0150.00-02-001.01

This is that property conveyed to CHPL Real Estate, LLC by deed of 1505 Buncombe Road, LLC dated December 2, 2019, and recorded on December 5, 2019, in the Register of Deeds Office for Greenville County, SC, in Deed Book 2582 at Page 2486.

ALSO

ALL that certain piece, parcel a- lot of land situate, lying and being in the State of South Caolina, County of Greenville, being known and designated as Tract A, 5.183 square feet, 0.119 Acres, more or less and Tract B, 14,316 square feet, 0.329 Acres, more or less, on Alexander Street as shown on a plat entitled "Survey for Evelyn R. Balliew" prepared by Site Design, Inc., dated November 12, 1998, revised April 26, 1999 and May 6, 1999 and recorded in the Register of Deeds Office for Greenville County, SC, in Plat Book 40-B at Page 41 A-B, reference being made hereto to said plat for the exact metes and bounds thereof.

TMS# 0150.00-02-003.00

TOGETHER with an Easement for ingress and egress to and from Alexander Street contained in an Easement and Maintenance Agreement between Mary Ellen Mullinnix and Saad Resources, LLC dated May 11, 1999 and recorded in Book 1838 at Page 430.

This is that property conveyed to Mortgagor by deed of Alexander Street Property, LLC dated October 31, 2019 and recorded November 1, 2019 in the Register of Deeds Office for Greenville County, SC, in Deed Book 2579 at Page 4344.

Property Addresses: 1505 Buncombe Road, Greenville, SC 29609 aka 4 Alexander Street, Greenville, SC 29609
10 Alexander Street, Greenville, SC 29609.

13. If Plaintiff or Plaintiff's representative does not appear at the scheduled sale of the above-referenced property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025-CP-23-05922

Four Alexander, LLC,

PLAINTIFF(S)

CHP Real Estate LLC and BPCH, LLC,

DEFENDANT(S)

Submitted by: Mary M. Caskey, Esq.	**Attorney for :** ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **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 : Foreclosure

INFORMATION FOR THE JUDGMENT INDEX **Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.**		
Judgment in Favor of (List name(s) below)	**Judgment Against (List name(s) below)**	**Judgment Amount To be Enrolled (List amount(s) below)**
		$
		$
		$
If applicable, describe the property, including tax map information and address, referenced in the order: TMS# 0150.00-02-001-01 and 0150.00-02-003.00; 1505 Buncombe Road, Greenville, SC 29609 aka 4 Alexander Street, Greenville, SC 29609 and 10 Alexander Street, Greenville, SC 29609		

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.

Master in Equity	**Judge Code**	**Date**

For Clerk of Court Office Use Only

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

Mary M. Caskey
PO Box 11889
Columbia, SC 29211-1889

John-Paul Baum, Esq. (Via E-file)

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

Greenville Common Pleas

Case Caption: Four Alexander Llc vs. Chpl Real Estate Llc , defendant, et al

Case Number: 2025CP2305922

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

And It Is So Ordered!

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