

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
Civil Action Number: 2025-CP-26-00500

SHAFTESBURY GREEN)
PROPERTY OWNERS)
ASSOCIATION, INC.)

Plaintiff,)

vs.)

CEDRIC JAVUS BROWNE;)
MICHELLE EBLEN;)
NATIONSTAR MORTGAGE, LLC;))
AMERICAN EXPRESS)
NATIONAL BANK; BANK OF)
AMERICA NA; TD BANK USA,)
N.A.; AND PORTFOLIO)
RECOVERY ASSOCIATES, LLC;))

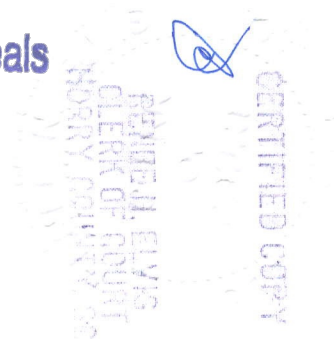
Defendants.)

**MASTER'S REPORT AND ORDER
OF FORECLOSURE AND SALE**

RECEIVED

Jul 17 2026

SC Court of Appeals



Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, and upon the stipulation and agreement of all parties hereto not in default, the above-captioned matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause pursuant to the Order of Reference dated and filed on July 31, 2025.

Pursuant to the Order of Reference a hearing was held on Wednesday, April 8, 2026, attended by the attorney for the Plaintiff as well as Defendant Cedric Javus Browne ("Browne"). Testimony was taken from Richard Hitzel, the Board President of the Plaintiff as well as from Browne. From the testimony and evidence presented, I find, conclude and order as follows:

FINDINGS OF FACT:

1. This is an action for the foreclosure of two Liens for Assessments filed in Lien Book 283 at Page 2080 on June 27, 2022 and filed in Lien Book 298 at Page 2997 on December 11, 2024, at the Office of the Register of Deeds in Horry County, South Carolina.

2. The Lis Pendens, Summons and Complaint were filed on January 21, 2025.

3. Service was made upon the Defendants named in this Report by service as is shown by the proofs of service filed herein.

4. The Defendant Browne did not file a timely Answer and was originally found in default. However, upon motion of Brown, I set aside his default based upon lack of actual service. Browne was permitted to participate in the hearing and offer any defenses he chose to raise.

5. The Defendant Michelle Eblen ("Eblen") did not file an Answer and is in Default and did not attend the hearing.

6. The Defendants Bank of America N.A, TD Bank USA, N.A. and Portfolio Recovery Associates, did not file an Answer and are in Default.

7. According to affidavits filed herein, no individual Defendant in default is in the military service of the United States of America, as contemplated under the Soldiers' and Sailors Civil Relief Act of 1940, and any amendments thereto.

8. The Defendants were notified of the time, date and place of hearing, but other than Browne, none attended.

9. The Plaintiff was incorporated for the purpose of managing, maintaining and operating the common areas of Shaftesbury Green which was established pursuant to the Declaration of Covenants, Restrictions and Easements for Shaftesbury Green

("Declaration") recorded January 26, 2004 in Deed Book 2689 at Page 67 and all amendments thereto.

10. The Declaration provides, among other things, that:

- a. The Plaintiff shall have a lien upon the property for unpaid assessments, fines and other charges provided for by the Declaration;
- b. The Plaintiff may take such action as it deems necessary to collect any and all assessments and fines, including any applicable late fees, by foreclosing the above-described liens; and
- c. The Plaintiff may recover a reasonable sum for attorney's fees incurred by the Plaintiff in any legal action to collect assessments or other charges or to enforce the above-described liens.

11. When the Lis Pendens and Complaint were filed in this matter, Browne and Eblen were the owners of 633 Nottingham Ct., Conway, South Carolina, 29526 within the Shaftesbury Green community as is evidenced by that certain Deed of Cedric Javus Browne, to the Defendants, Cedric Javus Browne and Michelle Eblen, as Joint Tenants with Rights of Survivorship, And not as Tenants in Common, their respective heirs and Assigns recorded on September 16, 2019 in the Office of the Register of Deed for Horry County in Deed Book 4242 at page 821.

12. The Plaintiff in this action is an eleemosynary corporation organized under and existing by virtue of the laws of the State of South Carolina and is owed the debt it is seeking to foreclose.

13. Payment due on assessments, late fees set forth in Exhibit 1, entered into evidence by Plaintiff, have not been made as provided for in the Declaration, and the

Plaintiff, has filed assessment liens and has placed the liens in the hands of the attorney herein for collection.

14. Exhibit 1 also referenced fines of \$300.00 which the Plaintiff sought to collect but I find there was no corroborating evidence to support such fines and decline to award them to the Plaintiff.

15. The sum of \$4,089.34 is a reasonable fee to allow as attorney's fees for Plaintiff's attorney. This fee is based on the time and services necessarily devoted to Plaintiff's representation. These include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case. The fee is also reasonable given the professional standing of Plaintiff's counsel and his experience in handling foreclosure matters. This fee is similar to ones customarily awarded for similar services in this locality. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and do not include exceptional circumstances delaying conclusion beyond the normal time. Additionally, the costs incurred total \$976.06.

16. The amount due and owing on the liens, and other costs and expenses of collection, including an attorney's fees, pursuant to the terms of the Declaration, is as follows:

(a) Past Due Annual Assessments 2021 through 2026	\$1,490.00
(b) Trash Fees	\$61.68
(c) Late Fees per Declaration (through March 2026)	\$3,200.00
(d) Attorney's Fees	\$4,089.34

(e)	Costs to date of hearing	\$976.06
(f)	Fees from Attorney Lovelace	<u>\$209.50</u>
(g)	Total Debt	\$10,026.58

17. There is due to Plaintiff the sum of **Ten Thousand Twenty-Six and 58/100 (10,026.58) dollars.**

18. The Property should be sold by this Court subject to taxes, existing easements, liens, covenants, conditions of record and those found in the Declaration, as well as the following:

a. Nationstar Mortgage LLC has a lien on the Property in the original amount of \$191,369 by virtue of that certain mortgage with American Security Mortgage Corp. dated November 30, 2017 and recorded at the Horry County Register of Deeds on December 1, 2017 in Mortgage Book 5942 at Page 459. Said Mortgage being assigned thereafter to Amerihome Mortgage Company, LLC by virtue of an Assignment of Mortgage dated August 27, 2020 and recorded on August 17, 2020 in Mortgage Book 6252 at Page 2759. Thereafter, the loan was assigned to Lakeview Loan Servicing, LLC by virtue of an Assignment of Real Estate Mortgage dated June 1, 2021 and recorded on June 29, 2021 in Mortgage Book 6411 at Page 1479. Thereafter a Modification Agreement was recorded on March 13, 2024 in Mortgage Book 6765 at Page 3192. Thereafter the loan was further modified by that second Modification Agreement to Nationstar Mortgage, LLC, dated March 14, 2024 and recorded with the Horry County Register of Deeds on March 25, 2024 in Mortgage Book 6769 at Page 1258.

b. The Secretary of Housing and Urban Development has a lien on the property in the amount of \$35,820.86 by virtue of a Partial Claim Mortgage recorded in Mortgage Book 6574 at Page 926 on June 23, 2022.

c. The Secretary of Housing and Urban Development has a lien on the property in the amount of \$19,974.04 by virtue of a Partial Claim Mortgage recorded on January 22, 2024 in Mortgage Book 2650 at Page 2680 on January 22, 2024

d. Midland Funding Credit Management, Inc. has a judgement against Cedric Javus Browne in the amount of \$1,677.05 filed May 3, 2022, case number 2022-CP-26-02790.

e. Synchrony Bank has a Judgement against Michelle R. Eblen in the amount of \$6,641.61 filed March 10, 2022, case number 2021-CP-26-05644.

f. Defendant Bank of America NA has a Judgement against Cedric J. Browne in the amount of \$6,869.23 filed November 18, 2022, case number 2022-CP-26-07370.

g. Defendant TD Bank USA, NA has Judgement against Michelle R. Eblen in the amount of \$2,441.87 filed August 23, 2022, case number 2022-CP-26-05399.

h. Defendant Portfolio Recovery Associates, LLC has a Judgement against Michelle Eblen in the amount of \$6,965.06 filed December 7, 2022, case number 2022-CP-26-06022.

19. The Total Debt may be subject to increase to permit the Plaintiff to recover additional costs and expenses incurred within the foreclosure process and authorized under South Carolina law. Such additional costs and expenses shall be established by affidavit and shall be submitted to the Court without further hearing. Said affidavit must be presented to the Court for consideration within ten (10) days from the date of sale. Jurisdiction over each component of the total debt is reserved to the undersigned to determine and to facilitate the assessment and payment of any such costs and/or assessments.

CONCLUSIONS OF LAW

I therefore conclude and recommend as follows:

1. The Plaintiff should have judgment of foreclosure of the lien for assessments and the property should be sold at public auction after due advertisement.
2. Defendants Browne and Eblen owe the Plaintiff **Ten Thousand Twenty-Six and 58/100 (10,026.58) dollars** together with any and all future court awarded costs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That there is due to the Plaintiff on the obligation pursuant to the Declaration,

the sum of **Ten Thousand Twenty-Six and 58/100 (10,026.58) dollars**, representing the "Total Debt" due said Plaintiff as set out in Paragraph 16(g).

2. Browne and Eblen shall pay the Plaintiff, or its attorney, the amount of Plaintiff's debt on or before sales day.

3. That on default of payment at or before the time herein indicated, the premises described in the Complaint, as hereinafter set forth, shall be sold by the undersigned Master in Equity or his designee at public auction, at the Horry County Courthouse, in the City of Conway, County and State aforesaid, on some convenient sales day hereinafter (and should be the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

(a) FOR CASH: the undersigned Master will require a deposit of 5% of the amount of the bid in cash or certified funds, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days same to be forfeited and applied to the costs and Plaintiff's debt.

(b) The successful bidder at the sale shall pay interest on the judgment from the date of sale at the judgment rate of interest of Ten and Three Quarters (10.75%) to compliance. The judgment amount includes direct assessments, interest, attorney's fees and other hard costs outlined in the judgment.

(c) The sale shall be subject to taxes and assessments due on the day of such sale, existing easements and rights-of-way and restrictions of record.

(d) This sale shall be subject to such mortgages and judgements as may be superior to the lien of the Plaintiff as set forth in Paragraph 18.

(e) Purchaser to pay for the preparation of the deed (including deed stamps), costs of recording the deed and all past due real property taxes.

4. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and indebtedness owed to Plaintiff in full, Plaintiff may pay to the undersigned Master-In-Equity only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

5. As I was notified at the hearing of this matter that a personal or deficiency judgment has been waived, bidding at the sale shall be final at the fall of the gavel.

6. That the undersigned Master-In-Equity will, by advertisement according to law, give notice of the time and place of such sale, and the terms thereof; and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff or any party to this action may become a purchaser at such sale, and if, upon such sale being made, the purchasers, or purchaser, should fail to comply with the terms thereof within thirty (30) days after date of sale, then the undersigned Master may advertise the said premises for sale on the next or some other subsequent Sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

7. That the undersigned Master shall apply the proceeds of the sale as follows:

FIRST: to the costs and disbursements of this action;

NEXT: to the payment of the Plaintiff or Plaintiff's attorneys, of the amount of Plaintiff's debt and interest, or so much thereof as the purchase money will pay of the same.

NEXT: Any surplus should be held pending further Order of this Court

8. That in the event the successful bidder is other than the Defendant in possession herein, upon the presentation of a writ of assistance, the Sheriff of Horry County is 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 or his assigns in such peaceable possession. All valid tenant rights pursuant to Protecting Tenants at Foreclosure Act of 2009 (restored and revived June 23, 2018) shall be protected. In the event the successful bidder is other than the Defendant in possession, and the occupants have voluntarily vacated the premises or have been ejected from the premises leaving personal property located thereon, the Plaintiff is authorized to remove from the property all abandoned personal property located there. Such personal property shall be removed by the Plaintiff or its agents from the foreclosed real estate by placing the abandoned personal property on the public street or highway so as not to cause public nuisance.

9. Each Defendant named herein and all persons whosoever claiming under the Defendant, be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said premises sold, or any part thereof.

10. Pursuant to S.C. Code Ann. §30-9-31 (1991 Supp.), and the Declaration this sale shall be indexed in the grantor index by the Register of Deeds in the name of the owner of record of the subject property immediately prior to execution of the Master's deed, as well as in the name of the undersigned Master in Equity, who executes such deed as grantor.

11. All superior lienholders shall provide payoff amounts to the Plaintiff. Plaintiff shall request payoff amounts from all senior lienholders, if applicable. Senior

lienholders must provide payoff amounts to Plaintiff within ten (10) days of the request. Said senior lienholder payoff amounts shall be included in the Notice of Sale.

12. Upon notification of surplus funds, the Plaintiff shall provide this court the Debtor's contact and identifying information ("Ordered Information") from their files so that the Debtors may be located and notified of any remaining surplus funds. Ordered Information includes, but is not necessarily limited to the following: names, most recent mailing address, most recent email address, phone numbers, date of birth and social security numbers. Ordered information provided to this court shall be kept confidential, shall be used for the sole purpose of notifying Owners of remaining surplus funds, and shall be destroyed upon distribution of attributable surplus funds. Ordered Information will not be published in the public record. Ordered information required by this court shall be provided to the court within a reasonable time period.

13. The undersigned Master in Equity will retain jurisdiction to do all of the 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), South Carolina Rules of Civil Procedure.

14. Advertisement shall not be initiated any sooner than six weeks prior to the scheduled sales date.

15. The foregoing is a description of the premises ordered to be sold is shown in Exhibit "A" attached.

JUDGE'S SIGNATURE TO FOLLOW

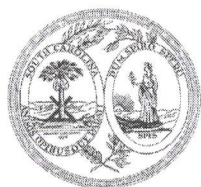
EXHIBIT "A"

All and Singular, those certain pieces, parcels or lot of land, lying and being Horry County, South Carolina, in Simpson Creek Township, being more particularly described as Lot 90 of Shaftesbury Greens, Phase 3, as shown on Sheets 1 and 2 of a plat entitled "Final Plat of Shaftesbury Greens Phase 3 at Shaftesbury Glens PDD" prepared by Larry T Beasley and Surveying, Inc., dated April 20, 2006 (Revised July 25, 2006, October 15, 2007, December 18, 2007 and January 28, 2008) and recorded September 24, 2013 in Plat Book 259 at Page 132, in the Office of the Register of Deeds for Horry County, South Carolina, said Plat being incorporated herein by reference as part of this description.

This being the identical property conveyed to Cedric Javus Browne and Michelle Eblen, as Joint Tenants with rights of survivorship and not as tenants in common, their respective heirs and assigns by Deed of Cedric Javus Browne dated September 9, 2019 and filed on September 16, 2019 in Deed Book 4242 at Page 821, Register of Deeds for Horry County, South Carolina.

TMS: 113-21-01-023

633 Notting Hill Ct.
Conway, SC 29526



Horry Common Pleas

Case Caption: Shaftesbury Green Property Owners Association Inc VS Cedric Javus Browne , defendant, et al
Case Number: 2025CP2600500
Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/Alan D. Clemmons 3088 Master in Equity

Electronically signed on 2026-04-22 09:47:45 page 12 of 12

