Exhibit A

Master in Equity's Order and Judgement of

Foreclosure and Sale, with Form 4 for 2024-CP-43-300

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

IN THE COURT OF COMMON PLEAS

Christopher J. Rogers,

Plaintiff,

vs.

SAFE Federal Credit Union,

Defendant,

SAFE Federal Credit Union,

Counterclaim Plaintiff,

vs.

Christopher J. Rogers,

Counterclaim Defendant.

Case No. 2024-CP-43-00300

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

(DEFICIENCY SOUGHT AS TO CHRISTOPHER J. ROGERS)

Pursuant to Rule 53 SCRCP, the above-entitled matter was referred to the Sumter County Master in Equity to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this cause. Any appeal from this Order is to the South Carolina Court of Appeals.

Pursuant to the Order of Reference granted in the above-entitled case, a hearing on the merits was conducted before The Honorable Michael M. Jordan, Master in Equity for Sumter County on April 22, 2026.

PROCEDURAL HISTORY

1. On February 12, 2024, Plaintiff/Counterclaim Defendant Christopher J. Rogers ("Rogers") filed a Summons and Complaint in the Office of the Clerk of Court for Sumter County,

asserting various causes of action and seeking damages against SAFE Federal Credit Union ("SAFE") in the amount of $10,899,500.

2. On February 27, 2024, Rogers filed an Affidavit of Mailing as to SAFE.

3. On March 14, 2024, Rogers filed an Affidavit of Default and Motion for Default Judgment as to his claims against SAFE.

4. On March 21, 2024, SAFE filed Defendant's Motion to Set Aside Entry of Default and Supporting Memorandum, wherein SAFE explained the reasons why it should not be held in default for not responding to Rogers' Summons and Complaint prior to that time. On March 22, 2024, SAFE filed its Answer to Rogers' allegations.

5. On March 25, 2024, Rogers filed his Response to Defendant's Motion to Set Aside Default Judgment, wherein he argued why SAFE should be held in default in this matter.

6. On April 19, 2024, SAFE filed its Amended Answer and Counterclaim, wherein SAFE asserted a counterclaim to foreclose its mortgage lien on the property owned by Rogers located at 20 Doe Court, Wedgefield, SC 29168 and sought a deficiency judgment against Rogers.

7. On April 24, 2024, Rogers filed his Response to Defendant's Answer and Counterclaim to Foreclose Plaintiff's Property, wherein he denied SAFE's counterclaim to foreclose its mortgage on the Subject Property.

8. On May 30, 2024, SAFE filed its Affidavit in Support of the Motion to Set Aside Entry of Default, which was set for hearing on June 11, 2024, before the Honorable George M. McFaddin.

9. After the parties presented oral argument on SAFE's Motion to Set Aside Entry of Default on June 11, 2024, but before the Court entered its order adjudicating that motion, Rogers filed on August 20, 2024, his Notice of Voluntary Dismissal Without Prejudice, where Rogers stated his dismissal of all pending claims against SAFE.

10. On September 3, 2024, the Court entered its Order granting SAFE's Motion to Set Aside Entry of Default.

11. On September 9, 2024, Rogers filed suit against SAFE in the U.S. District Court for the District of South Carolina under Case No. 3:24-cv-04897-MGL. SAFE moved to dismiss Rogers' causes of action, and the presiding U.S. Magistrate Judge granted SAFE's motion through a Report and Recommendation entered on October 30, 2024. On September 9, 2025, the presiding U.S. District Court Judge entered an Order adopting the Magistrate's Report and Recommendation, thus formally dismissing all of Rogers' claims against SAFE. On September 22, 2025, Rogers appealed the Order dismissing his federal court claims to the Fourth Circuit Court of Appeals (the "Fourth Circuit"). The Fourth Circuit affirmed the District Court's dismissal of Rogers' claims by Order entered on December 1, 2025.

12. As the federal court case wrapped up, SAFE sought, and the Court entered, an Order of Reference on September 11, 2025, wherein this matter was referred to the undersigned, as Master-in-Equity for Sumter County.

13. On September 22, 2025, Rogers filed his Notice of Federal Appeal and Request for Stay in this state court case, wherein he sought a stay of the foreclosure action while his federal court case was on appeal.

14. A hearing was held before the undersigned on November 4, 2025, wherein the Court requested briefing on authorities related to whether the case should be stayed.[1] This issue became moot when the Fourth Circuit affirmed the District Court's dismissal of Rogers' federal court claims on December 1, 2025.

15. Rogers filed a Motion to Dismiss and Motion for Summary Judgment on December 30, 2025, and January 28, 2026. The Court denied both motions from the bench at the hearing held

[1] SAFE filed its memorandum opposing a stay on November 14, 2025.

on April 22, 2026.

16. On April 2, 2026, SAFE filed a Notice of Hearing and served it on Rogers. The Notice of Hearing stated that a hearing to determine whether SAFE is entitled to judgment of foreclosure in this action will be held on April 22, 2026 at 11:00 a.m.

17. Present at the hearing were Rogers, Kyle A. Brannon, Esq., attorney for SAFE, Annie Self, SAFE's AVP of Member Solutions, Amanda Pack, SAFE's Member Solutions Manager,[2] and Steven Heinemann, SAFE's SVP of Lending. Rogers testified on his own behalf. Annie Self and Seven Heinemann testified on SAFE's behalf.

18. Post-hearing, on April 30, 2026, Rogers filed a Motion to Strike Undisclosed Witness Testimony and Purported Original Note. The Court denies this motion.

FINDINGS OF FACT

19. On or about April 16, 2021, SAFE extended a loan to Rogers in the original principal amount of Three Hundred Seventy Thousand Nine Hundred and 00/100 Dollars ($370,900.00) (the "Loan"), together with interest at a fixed rate of 3.75% per annum. The Loan's purpose was for Rogers to construct a home. The Loan had an interest-only "construction phase," followed by a "permanent phase." During the "construction phase," SAFE provided advances to Rogers' contractor/builder to construct Rogers' home while Rogers made interest-only payments. Upon completion of construction of the home, the Loan transitioned to the "permanent phase" whereby Rogers agreed to pay principal and interest on a 30-year amortization schedule.

20. The Loan is evidenced by that certain Note (the "Note") executed by Rogers in favor of SAFE. The Court admitted a true and accurate copy of the Note into evidence at the hearing. SAFE, through its witness Mr. Heinemann, produced the original signed Note at the hearing for inspection, and the Court and all parties reviewed it. Several of Rogers' pre-hearing

[2] Ms. Pack did not testify at the hearing.

filings argued that SAFE could not foreclose without producing the original Note. Upon review of the original Note and the true and accurate copy of the Note admitted into evidence, Rogers admitted the authenticity of the Note, its terms, and that he signed the document.[3]

21. The Loan is further evidenced by that certain Construction Loan Addendum Amending Note (the "Construction Addendum") executed on April 16, 2021, which set forth the specifics of the "construction phase" and "permanent phase." The construction phase was originally set to end on April 30, 2022. The Court admitted a true and accurate copy of the Construction Addendum into evidence at the hearing. SAFE, through its witness Mr. Heinemann, also produced the original signed Construction Addendum at the hearing for inspection, and the Court and all parties reviewed it. Upon review of the original signed Construction Addendum and the true and accurate copy of the Construction Addendum admitted into evidence, Rogers admitted the authenticity of the Construction Addendum, its terms, and that he signed the document.[4]

22. To secure payment of the indebtedness evidenced by the Note, according to the terms and conditions thereof, Rogers, on April 16, 2021, made, executed, and delivered to SAFE that certain Mortgage (the "Mortgage") whereby Rogers granted SAFE a mortgage lien on certain real property, with improvements thereon, located in Sumter County, South Carolina (the "Mortgaged Premises"), described as follows:

> All that certain piece, parcel or lot of land with the improvements thereon, if any, situate, lying and being in the Township of Middleton, County of Sumter, State of South Carolina, being shown and designated as Lot No. 30, containing 4.38 acres of Squaw Valley Subdivision on that certain plat prepared by Arthur E. White, RLS, dated October 13, 1994, and recorded in the Office of the Register of Deeds for Sumter County in Plat Book PB94, Page 1455. This said

[3] SAFE's internal policy is to keep the original Note in a vault in its office for safekeeping. Accordingly, SAFE provided the Court with a true and accurate copy of the Note to retain as evidence. Rogers did not dispute that the copy of the Note admitted into evidence matched the original signed Note.

[4] SAFE's internal policy is to keep the original Construction Addendum in a vault in its office for safekeeping. Accordingly, SAFE provided the Court with a true and accurate copy of the Construction Addendum to retain as evidence. Rogers did not dispute that the copy of the Construction Addendum admitted into evidence matched the original signed Construction Addendum.

lot has such metes, boundaries, courses and distances as are shown on said plat, which are incorporated herein in accordance with the provisions of Section 30-5-250 of the Code of Laws of South Carolina, 1976. This being the same property known as 20 Doe Court, Wedgefield, SC.

TMS No.: 130-00.01-067

DERIVATION: This being the identical property conveyed unto Christopher Rogers by deed of John A. Price dated May 8, 2019, and recorded in the Office of the Register of Deeds for Sumter County in Book 1255 at Page 2003 on May 9, 2019.

ADDRESS: 20 Doe Court, Wedgefield, SC 29168

23. The Mortgage was filed and recorded in the Office of the Sumter County Register of Deeds on April 19, 2021, in Book 1283 at Page 5424. The Mortgage constitutes a valid first mortgage lien upon the Mortgaged Premises. The Court admitted a true and accurate copy of the Mortgage into evidence at the hearing. Rogers admitted the authenticity of the Mortgage, its terms, and that he signed the document.

24. Rogers also executed that certain Home Construction Loan Agreement Rider to Mortgage (the "Mortgage Rider") on April 16, 2021, which was recorded in the Office of the Sumter County Register of Deeds on April 19, 2021, in Book 1283 at Page 5445. The Mortgage Rider further set forth terms of the "construction phase" of the Loan. The Court admitted a true and accurate copy of the Mortgage Rider into evidence at the hearing. Rogers admitted the authenticity of the Mortgage Rider, its terms, and that he signed the document.

25. On February 16, 2023, Rogers also executed that certain Construction Conversion Modification Agreement, which was recorded in the Office of the Sumter County Register of Deeds on March 9, 2023 in Book 1312 at Page 1674. The Construction Conversion Modification Agreement stated, *inter alia*: (a) construction of the home on the Mortgaged Premises was now complete, and all loan proceeds had been disbursed; (b) the "construction phase" of the Loan was extended to provide sufficient time to complete construction of Rogers' home on the Mortgaged

Premises before the "permanent phase" began; (c) the amount disbursed by SAFE to fully fund the Loan through payments to Rogers' homebuilder was $370,346.50; (d) the "permanent phase" which was originally set to begin on June 1, 2022 when the Loan originated, would now begin on April 1, 2023, when Rogers' first monthly payment of $1,715.13 under the 30-year amortization "permanent phase" would come due; and (e) the maturity date of the Loan was set for March 1, 2053. The Court admitted a true and accurate copy of the Construction Conversion Modification Agreement into evidence at the hearing. Rogers admitted the authenticity of the Construction Conversion Modification Agreement, its terms, and that he signed the document.

26. SAFE, through its witness Mr. Heinemann, testified that SAFE fully funded the Loan by and through payments of $370,346.50 to Aycock Construction, LLC, which led to the applicable government agency issuing a Certificate of Occupancy for the home. The Court admitted into evidence at the hearing copies of six (6) checks payable by SAFE to Aycock Construction, LLC that totaled $370,346.50. Rogers did not dispute that SAFE fully funded the Loan in the amount of $370,346.50, which was the principal amount of the Loan.

27. The Note, Construction Addendum, Mortgage, Mortgage Rider and Construction Conversion Modification Agreement shall be referred to herein, collectively, as the "Loan Documents." The Loan Documents provided, *inter alia*, that (a) if Rogers did not pay the full amount of each monthly payment on the date it is due, he will be in default; (b) upon default, SAFE may accelerate maturity of the debt, rendering the whole amount of the debt immediately due and payable; and (c) Rogers shall reimburse SAFE for its costs and expenses incurred, including its reasonable attorneys' fees and costs.

28. SAFE, through its witness Mr. Heinemann, testified that at no point did SAFE sell, assign or otherwise transfer the Loan or any of the Loan Documents to a third-party. Mr. Heinemann further testified that SAFE does not sell, assign or transfer its mortgage loans to third-

parties and services all of its mortgage loans in-house.

29. SAFE, through its witness Ms. Self, testified that: (a) Rogers made the required interest-only payments through the end of the "construction phase" of the Loan; (b) Rogers made the payments under the "permanent phase" of the Loan for the months of April 2023 through July 2023; and (c) the last payment SAFE received from Rogers was on July 17, 2023, leaving the Loan past due for the payment due for August 1, 2023. Rogers did not dispute this transaction history.

30. SAFE, through its witness Annie Self, further testified that Rogers agreed through the Loan Documents that the Loan was to escrow taxes and insurance. As of the hearing date, SAFE advanced $13,725.27 for taxes and insurance. Rogers has not repaid SAFE for these amounts.

31. On October 6, 2023, SAFE sent Rogers a Final Notice Preceding Foreclosure letter, notifying Rogers of the amount needed to cure his payment default and thirty (30) days to cure the default. The Court admitted a copy of this letter into evidence at the hearing. Rogers did not dispute the letter. SAFE further testified, through its witness Annie Self, that Rogers did not cure the default. Rogers did not dispute his failure to cure the default.

32. By reason of Rogers' failure to comply with the terms and conditions of the Loan Documents, SAFE accelerated maturity and declared the entire indebtedness immediately due and payable.

33. Prior to the hearing, SAFE provided a reinstatement amount of $69,530.34 to Rogers; however, Rogers did not make this payment.

34. SAFE testified, through its witness Ms. Self, the amount due and owing under the Loan Documents, with interest at the fixed rate of rate 3.75% per annum, and other costs and expenses of collection, including reasonable attorneys' fees and costs, is as follows:

Principal Balance as of April 22, 2026	$354,756.90

Interest as of April 22, 2026 Per Diem: $36.4476 Interest Rate: 3.750%	$37,395.27
Negative Escrow Balance	$13,725.27
Late Charges	$2,860.08
Attorneys' Fees and Costs Allowed by the Court[5]	$30,000.00
TOTAL DEBT UNDER THE LOAN DOCUMENTS AS OF APRIL 22, 2026	$438,737.52

35. At the time SAFE's counsel submitted this Order to the Court on July 22, 2026, SAFE submitted an Affidavit to the Court attesting that, as of July 20, 2026, interest is $40,639.10, the negative escrow balance is $13,975.62, and late charges are 3,117.36. The principal balance has not changed from the $354,756.90 stated above. The Court finds these additional accruals appropriate to cover the timeframe between April 22, 2026 and July 20, 2026, which shall make **the total debt under the Loan Documents as of July 20, 2026, $442,488.98**.

36. SAFE testified, through its witness Ms. Self, that SAFE incurred attorneys' fees and costs, as a result of this litigation. The Court admitted into evidence the Affidavit of Attorneys' Fees and Costs submitted by SAFE's counsel, wherein it stated SAFE incurred $58,184.00 in attorneys' fees and $1,781.67 in costs in the state court and federal court actions.

37. SAFE seeks a judgment of foreclosure as to the Mortgaged Premises for the full amount of the indebtedness found to be due and owing to SAFE under the Loan Documents.

38. Rogers offered testimony of one witness, himself, and an Affidavit of J. Esquivel. Rogers testified that SAFE is no longer the owner of the Loan Documents and the obligations secured thereby. Accordingly, Rogers avers that he does not owe any debt or obligation to SAFE. Instead, Rogers' position is the debt has been transferred by SAFE, and SAFE is no longer entitled to receive further payments from Rogers, or to enforce the debt and foreclose on the Mortgaged

[5] Discussion of attorneys' fees and costs set forth in the Conclusions of Law hereinbelow.

Premises. Rogers further testified that he has not received any communications, loan statements, delinquency notices or other communications from any third-party or other source other than SAFE.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Prior to Rogers voluntary dismissal of his claims in this state court action, the gravament of his complaint was that SAFE misrepresented terms, did not act transparently, and did not respond to Rogers' communications. Initially in this action filed February 12, 2024, and before Rogers dismissed his claims on August 20, 2024, Rogers alleged failure to disclose, contract ambiguity and invalidity, and violation of constitutional rights. It now appears that Rogers' argument is that SAFE has transferred or sold the Loan, and SAFE does not have standing to pursue this foreclosure action.

2. Upon inquiry by the Court as to whether Rogers was seeking to rescind the Loan Documents and deed the Mortgaged Premises to SAFE, Rogers responded that SAFE should not receive title to the Mortgaged Premises. In support of his position, Rogers offered the Affidavit of J. Esquivel, who opined therein that the Loan appears to be part of pooled funds. This Affidavit acknowledges that there are no recorded assignments as to the Loan or Loan Documents. This is consistent with SAFE's testimony that SAFE has not sold, assigned or transferred the Loan or Loan Documents, and that SAFE is still the holder of the Loan and Loan Documents.

3. Rogers further argued that he is entitled to prevail on procedural grounds because SAFE did not respond to the Affidavit of J. Esquivel. This argument is without merit – SAFE was not required to respond to the Affidavit. Further, Rogers dismissed his claims in this case on August 20, 2024. Rogers then filed pleadings in federal court to pursue claims in that venue. After

dismissal of Rogers' claims by the District Court for the District of South Carolina and affirmation by the Fourth Circuit Court of Appeals, Rogers made no motion to revive his claims in state court.

4. Rogers raised a concern about the hearing notice not specifically stating it would be a merits-based hearing. Plaintiff further stated he was not prepared to offer witness testimony. Upon questioning by the Court, Rogers stated that he would present as an additional witness, the affiant from the Affidavit he submitted, J. Esquivel. The court finds this argument without merit. First, the Notice of Hearing served upon Rogers on April 2, 2026, stated that the hearing on April 22, 2026 was to determine whether SAFE was entitled to a judgment of foreclosure in this case. In addition, this matter has been pending for an extended time, since February 2024, and all issues and aspects as to Rogers' claims have been addressed in federal court. The federal court's decision included consideration of Rogers' claims under the Fair Debt Collection Practices Act, Dodd-Frank Act, RESPA and TILA. The federal court found that Rogers' allegations as to these violations of federal statutes were not meritorious, leading to the federal court dismissing Rogers' claims.

5. In his closing statement, Rogers argued that he retired from the U.S. Air Force, that he took out the Loan to build a home, construction took some time but was finally completed, a certificate of occupancy was issued, and his payments on the Loan began. However, Rogers claimed he discovered irregularities about the loan and asked SAFE questions about the same, including the Loan ballooning at a certain time. Rogers argues certain unspecified loan terms were not disclosed, and when he received no answers to his questions, Rogers stopped paying on the Loan. Rogers stated he researched and determined the Loan proceeds did not come from SAFE, which is entirely inconsistent with the evidence before the Court. Rogers further stated that at his hearing before Judge McFaddin, the Court stated that this matter did not belong in state court.

Rogers, lastly, admitted that he signed the Loan Documents at a closing with Mr. Croft, a local attorney.

6. Based on the evidence before the Court, I find that SAFE is the owner and holder the Loan and Loan Documents and is entitled to payment of the accelerated payoff balance. SAFE holds the Mortgage to Rogers' property (*i.e.* the Mortgaged Premises), and SAFE is entitled to a judgment of foreclosure based on Rogers default for non-payment under the Loan Documents. SAFE is the servicer of the Loan and is entitled to foreclose. *See Bank of America v. Draper*, 746 S.E.2d 478 (Ct. App. 2013). Plaintiff may redeem the property by paying the full payoff amount of $442,488.98 to SAFE prior to foreclosure sale. In the Court's opinion, Rogers previously dismissed RESPA claim would cover his contention that SAFE was no longer the holder or servicer of the Loan and thus could not pursue foreclosure. However, *Bank of America v. Draper* appears to resolve this issue as well.

7. I conclude that SAFE is entitled to an award of attorneys' fees and costs incurred based on the language in the Loan Documents. SAFE's counsel submitted an Affidavit seeking $58,184.00 in attorneys' fees and $1,781.67 in costs. I award $30,000.00 in total fees and costs to SAFE in this action. I find that the fees and costs are reasonable and in line with those customarily charged for similar professional services in this Court. I find that the balance of fees and costs should be paid by SAFE. Although this litigation has been lengthy, and extended by the procedural choices of Rogers, I find that litigation, with its attendant fees and costs are sometimes a cost of doing business in the marketplace.

8. Rogers' equity of redemption shall be exercised by paying the balance of $442,488.98 in full due to SAFE, including awarded fees and costs, which shall be paid in full and satisfied prior to the foreclosure sale, otherwise the equity of redemption is not exercised and shall

be barred and terminated by the Court. In such event, the Mortgaged Premises will be sold by judicial auction sale, as evidenced by the Notice of Sale to be separately executed in this case.

9. SAFE is entitled to a judgment barring Rogers and all persons claiming by or through him from all right, title and interest in or to the Mortgaged Premises, and each and every part thereof.

10. SAFE does not waive, but specifically demands, judgment against Rogers for the full amount found to be due and owing under the Loan Documents, with the right to enter personal judgment against Rogers for any deficiency remaining after the sale of the Mortgaged Premises. I conclude that SAFE is entitled to Judgment against Rogers for the total amount of the indebtedness due and owing to SAFE, as set forth hereinabove, with the right to enter personal judgment against Rogers for any deficiency remaining after the sale of the Mortgaged Premises.

11. SAFE should have judgment of foreclosure of its Mortgage, and the Mortgaged Premises should be ordered sold at public auction after due advertisement. The sale shall be made subject to taxes and assessments that are due on the day of sale. After making the required deposit, the successful bidder at the sale should be required to pay interest from the date of sale at the contract rate of interest of 3.750% per annum to compliance with a per diem of $36.4476.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Mortgaged Premises is situated and located in Sumter County, South Carolina.

2. This Court has jurisdiction over this matter and venue is proper in Sumter County, South Carolina.

3. There is due to SAFE under the Loan Documents the sum of **<u>$442,488.98</u>**, representing the "Total Debt" due to SAFE, together with interest on the principal balance from July 20, 2026, to the date of sale, at the contract rate of 3.750% per annum.

4. Rogers shall, on or before the date of sale of the property hereinafter described, pay to SAFE's attorney the amount of SAFE's debt as aforesaid, together with the costs and expenses of this action.

5. On default of payment at or before the time herein indicated, the Mortgaged Premises described herein, as hereinafter set forth, shall be sold by the Sumter County Master in Equity or his agent at public auction, at Sumter, South Carolina, 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 next Tuesday succeeding such holiday), on the following terms, that is to say:

(a) FOR CASH: The Master in Equity or his agent will require a deposit of 5% on the amount bid (in cash or equivalent) 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 any surplus pending further order of the Court.

(b) Interest on the balance of the bid shall be paid through the day of compliance at the contract rate of interest of 3.750% by the successful bidder.

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

(d) Purchaser shall pay for the preparation of the deed, bill of sale and costs of recording the deed.

6. If SAFE is the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses, and the indebtedness of SAFE in full, SAFE may pay to the Master in Equity for Sumter County only the amount of the costs and expenses, crediting the balance of the bid on SCU's indebtedness.

7. Personal or deficiency judgment having not been waived, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720, (1976), and interest will accrue on any deficiency judgment entered at the contract rate of 3.75% per annum.

8. The Master in Equity for Sumter County, will by advertisement according to law, give notice of the time and place of sale, and the terms thereof and will execute to the purchaser, or purchasers, a deed to the realty sold. SAFE, or any other party to this action, may become a purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within thirty (30) days after date of sale, then the Master in Equity for Sumter County may advertise the said property for 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 full compliance shall be secured.

9. The Master in Equity for Sumter County shall apply the proceeds of the sale as follows:

First: To payment of the costs and disbursements of this action;

Next: To the payment to SAFE or its attorney, of the amount of SAFE's debt and interest or so much thereof as the purchase money will pay on the same.

Next: Any surplus will be held pending further Order of this Court.

10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than Rogers and if a Writ of Assistance is presented, the Sheriff of Sumter County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in such peaceable possession.

11. And it is further ORDERED, ADJUDGED AND DECREED that Rogers and all persons whomsoever claiming by or through him be forever barred of all right, title and interest

of, in and to the Mortgaged Premises, and each and every part thereof.

12. IT IS FURTHER ORDERED that, pursuant to S.C. Code Ann. § 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to said sale shall be indexed in the grantor index by the Registrar of Deeds in the name of the owner of record of the Mortgaged Premises immediately prior to execution of the deed, as well as in the name of the Sumter County Master in Equity, who executes such deed as grantor.

13. The Master in Equity will retain jurisdiction to do all the necessary acts incidental 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.

14. The Mortgaged Premises ordered to be sold is described as follows:

> All that certain piece, parcel or lot of land with the improvements thereon, if any, situate, lying and being in the Township of Middleton, County of Sumter, State of South Carolina, being shown and designated as Lot No. 30, containing 4.38 acres of Squaw Valley Subdivision on that certain plat prepared by Arthur E. White, RLS, dated October 13, 1994, and recorded in the Office of the Register of Deeds for Sumter County in Plat Book PB94, Page 1455. This said lot has such metes, boundaries, courses and distances as are shown on said plat, which are incorporated herein in accordance with the provisions of Section 30-5-250 of the Code of Laws of South Carolina, 1976. This being the same property known as 20 Doe Court, Wedgefield, SC.
>
> TMS No.: 130-00.01-067
>
> DERIVATION: This being the identical property conveyed unto Christopher Rogers by deed of John A. Price dated May 8, 2019, and recorded in the Office of the Register of Deeds for Sumter County in Book 1255 at Page 2003 on May 9, 2019.
>
> ADDRESS: 20 Doe Court, Wedgefield, SC 29168

15. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if SAFE or SAFE's representative does not appear at the scheduled sale of the above-described property, then

the sale of the property will be null, void and of no force and effect. In such event, the sales will be rescheduled for the next available sales day.

AND IT IS SO ORDERED.

[SIGNATURE PAGE OF MASTER IN EQUITY TO FOLLOW]

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024-CP-43-00300

Christopher J. Rogers,

Plaintiff,

vs.

SAFE Federal Credit Union,

Defendant,

SAFE Federal Credit Union,

Counterclaim Plaintiff,

vs.

Christopher J. Rogers,

Counterclaim Defendant.

Submitted by:	Kyle A. Brannon, Esq. MAYNARD NEXSEN PC 1230 Main Street, Suite 700 (29201) Post Office Box 2426 Columbia, South Carolina 29202 Telephone: 803-771-8900 Facsimile: 803-253-8277	**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), 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 : This is a foreclosure action.

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.		
Judgment in Favor of (List name(s) below)	**Judgment Against (List name(s) below)**	**Judgment Amount To be Enrolled (List amount(s) below)**
		$n/a
		$

If applicable, describe the property, including tax map information and address, referenced in the order:
All that certain piece, parcel or lot of land with the improvements thereon, if any, situate, lying and being in the Township of Middleton, County of Sumter, State of South Carolina, being shown and designated as Lot No. 30, containing 4.38 acres of Squaw Valley Subdivision on that certain plat prepared by Arthur E. White, RLS, dated October 13, 1994, and recorded in the Office of the Register of Deeds for Sumter County in Plat Book PB94, Page 1455. This said lot has such metes, boundaries, courses and distances as are shown on said plat, which are incorporated herein in accordance with the provisions of Section 30-5-250 of the Code of Laws of South Carolina, 1976. This being the same property known as 20 Doe Court, Wedgefield, SC.
TMS No.: 130-00.01-067
DERIVATION: This being the identical property conveyed unto Christopher Rogers by deed of John A. Price dated May 8, 2019, and recorded in the Office of the Register of Deeds for Sumter County in Book 1255 at Page 2003 on May 9, 2019.
ADDRESS: 20 Doe Court, Wedgefield, SC 29168

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.

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

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 _to attorneys of record or to parties (when appearing pro se) as follows:

Kyle A. Brannon
MAYNARD NEXSEN PC
1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina 29202
Telephone: 803-771-8900
Fax: 803-253-8277

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

Sumter Common Pleas

Case Caption: Christopher J Rogers VS Safe Federal Credit Union

Case Number: 2024CP4300300

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

And It Is So Ordered

S/ Michael M. Jordan - 3085