THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Jamie T. Nesbitt, Appellant,

v.

Cenlar FSB, Amerihome Mortgage Company, LLC, and Lakeview Loan Services, LLC, Respondents.

Appellate Case No. 2024-000371

Appeal From Spartanburg County
Shannon Metz Phillips, Master-in-Equity

Unpublished Opinion No. 2026-UP-419
Submitted July 1, 2026 – Filed August 19, 2026

AFFIRMED

Andrew J. Johnston, of Spartanburg, for Appellant.

William Joseph Farley, III, and Madeline Olivia Baruch, both of Troutman Pepper Locke LLP, of Charlotte, North Carolina, for Respondents.

PER CURIAM: Jamie T. Nesbitt appeals the circuit court's order granting summary judgment to Cenlar FSB, Amerihome Mortgage Company, LLC, and Lakeview Loan Services, LLC (Respondents). Nesbitt argues the circuit court erred by (1) making factual determinations in granting summary judgment and (2) granting summary judgment and failing to rule on her Rule 59(e), SCRCP, motion to reconsider as to her claims for breach of fiduciary duty and negligence. We affirm pursuant to Rule 220(b), SCACR.

1. We hold the circuit court did not err by granting Respondents' motion for summary judgment. *See USAA Prop. & Cas. Ins. Co. v. Clegg*, 377 S.C. 643, 653, 661 S.E.2d 791, 796 (2008) ("When reviewing the grant of a summary judgment motion, appellate courts apply the same standard that governs the trial court under Rule 56(c), SCRCP, which provides that summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law."); *id.* ("On appeal from an order granting summary judgment, the appellate court will review all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party below.").

As to Nesbitt's argument that the circuit court failed to discuss any facts in its order, the circuit court need not have a detailed discussion of facts in an order granting summary judgment so long as the appellate court can determine the basis for the ruling from the record. *See* Rule 52(a), SCRCP ("Findings of fact and conclusions of law are unnecessary on decisions of motions under Rules 12 or 56[, SCRCP] or any other motion except as provided in Rule 41(b)[, SCRCP]."); *Porter v. Lab. Depot*, 372 S.C. 560, 568, 643 S.E.2d 96, 100 (Ct. App. 2007) ("[N]ot all situations require a detailed order, and the trial court's form order may be sufficient if the appellate court can ascertain the basis for the trial court's ruling from the record on appeal."); *cf. Carey v. Snee Farm Cmty. Found.*, 388 S.C. 229, 232, 694 S.E.2d 244, 245-46 (Ct. App. 2010) (vacating and remanding a summary judgment order when the defendants' motion for summary judgment was based on several grounds and the circuit court's reasoning for granting summary judgment was not clear from the record).

Next, viewing the evidence in the light most favorable to Nesbitt, we hold she has failed to show there is a genuine issue of material fact as to any of her claims. *See Clegg*, 377 S.C. at 653, 661 S.E.2d at 796 ("When reviewing the grant of a summary judgment motion, appellate courts apply the same standard that governs the trial court under Rule 56(c), SCRCP, which provides that summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law."). First, as to her claims under section 29-3-310 of the South Carolina Code (2007), this section does not apply unless the mortgage has been paid in full. *See* § 29-3-310 ("Any holder of record of a mortgage who has received *full payment or satisfaction or to whom a legal tender* *has been made* of his debts, damages, costs, and charges secured by mortgage of real estate shall, at the request by certified mail or other form of delivery with a proof of delivery of the mortgagor or of his legal representative or any other person being a creditor of the debtor or a purchaser under him or having an interest in any estate bound by the mortgage and on tender of the fees of office for entering satisfaction, within three months after the certified mail, or other form of delivery, with a proof of delivery, request is made, enter satisfaction in the proper office on the mortgage which shall forever thereafter discharge and satisfy the mortgage." (emphasis added)). Here, the payoff statement had an effective date of November 9, 2020, and set forth the amount necessary to pay the loan in full on or before December 7, 2020. The payoff amount on the November 9 statement was $178,774.37. However, the statement expressly provided "the required payoff amount MAY CHANGE if . . . advances occur on or after the Effective Date of this statement" and stated "Since amounts may change, we recommend you contact our office to verify payoff figures prior to remitting funds." It further provided, "you must pay all interest that accrues and/or fees that are assessed after the Effective Date" and "CAUTION: If an escrow disbursement creates a shortage in the escrow account and causes us to advance our funds, the amount of the advance will be added to the amount due and must be paid at time of payoff." The November 9 payoff statement also specified that if the payoff remittance is less than the full payoff amount, the entire remittance may be returned. Respondents provided evidence that they paid Nesbitt's property taxes of $1,363.46 out of the escrow account on December 3, 2020. Nesbitt does not dispute that she made no attempt to confirm the payoff amount prior to remitting funds. Although Nesbitt also provided evidence that she paid the property taxes on December 7, 2020, she admitted she did not notify Respondents that she intended to pay the property taxes until after she attempted the payoff. Respondents provided evidence that because the property tax payment was made, the payoff amount increased before the payoff attempt. Therefore, Nesbitt's attempted payment of $178,774.37 did not constitute the full amount of the loan balance and was rejected. Nesbitt has failed to come forth with evidence to dispute this. *See Gauld v. O'Shaughnessy Realty Co.*, 380 S.C. 548, 558-59, 671 S.E.2d 79, 85 (Ct. App. 2008) ("'Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings.' The nonmoving party must present specific facts showing a genuine issue for trial." (quoting *Moore v. Weinberg*, 373 S.C. 209, 217, 644 S.E.2d 740, 744 (Ct. App. 2007)) (citation omitted)). There is no genuine issue of material fact that Nesbitt failed to tender the full amount owed after the property tax was disbursed from the escrow account associated with the loan. Therefore, we hold Respondents are entitled to judgment as a matter of law as to Nesbitt's section 29-3-310 claim.

Second, Respondents did not owe Nesbitt a fiduciary duty to satisfy the mortgage because Nesbitt failed to set forth any evidence showing Respondents undertook a special duty to advise her. *See RFT Mgmt. Co. v. Tinsley & Adams L.L.P.*, 399 S.C. 322, 335-36, 732 S.E.2d 166, 173 (2012) ("To establish a claim for breach of fiduciary duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty owed to the plaintiff by the defendant, and (3) damages proximately resulting from the wrongful conduct of the defendant."); *Regions Bank v. Schmauch*, 354 S.C. 648, 671, 582 S.E.2d 432, 444 (Ct. App. 2003) ("South Carolina holds the normal relationship between a bank and its customer is one of creditor-debtor and not fiduciary in nature. However, a bank may be held to a fiduciary duty *if it undertakes to advise a depositor as part of the services the bank offers*." (emphasis added) (citations omitted)). Even if Nesbitt could establish the existence of a fiduciary duty, she cannot show any breach thereof because she failed to provide any evidence that Respondents were not acting in accordance with the note and mortgage by disbursing funds from the escrow account to pay Nesbitt's property taxes and refusing to accept an insufficient payoff amount. The mortgage specifically provides for her consent for the servicer to withdraw funds from the escrow account to pay property taxes. *See In re Int'l Payment Grp., Inc.*, 733 Fed.Appx. 98, 104 (4th Cir. 2018) ("Even if [the bank] was [the customer's] fiduciary, it did not breach its fiduciary duties by acting in accordance with the contractual obligations between them."). Therefore, the circuit court did not err in granting summary judgment as to Nesbitt's breach of fiduciary duty claim.

Finally, Respondents did not owe Nesbitt a duty of care to accept the insufficient payoff amount. *See J.T. Baggerly v. CSX Transp., Inc.*, 370 S.C. 362, 368-69, 635 S.E.2d 97, 101 (2006) ("To establish a negligence cause of action under South Carolina law, the plaintiff must prove the following three elements: (1) a duty of care owed by defendant to plaintiff; (2) breach of that duty by a negligent act or omission; and (3) damage proximately resulting from the breach of duty."); *Citizens & S. Nat'l. Bank of S.C. v. Lanford*, 313 S.C. 540, 545, 443 S.E.2d 549, 551 (1994) ("The law does not impose a duty on the bank to explain to an individual what he could learn from simply reading the document."); *Brown v. C & S Real Est. Servs., Inc.*, 314 S.C. 463, 467, 445 S.E.2d 463, 466 (Ct. App. 1994) ("[The] mortgagee, was not in a fiduciary capacity with [the clients] and, thus, did not have a heightened duty of care in its dealings with them."); *Savannah Bank, N.A. v. Stalliard*, 400 S.C. 246, 251, 734 S.E.2d 161, 164 (2012) (holding a bank did not owe a customer a duty of care in the processing of a loan application under the facts presented). Therefore, we hold the circuit court did not err in granting summary judgment as to Nesbitt's negligence claim.[1]

2. We hold the circuit court did not err by ruling upon Nesbitt's breach of fiduciary duty and negligence claims in granting Respondents' motion for summary judgment. We hold these claims were properly before the circuit court. *See, e.g.*, *Wright v. Sparrow*, 298 S.C. 469, 470-71, 381 S.E.2d 503, 504-05 (Ct. App. 1989) (holding the appellant's contention that the circuit court erred by granting summary judgment because the "notice of motion did not specify with particularity the grounds for the motion" was without merit when the respondent's "memorandum set forth [his] position on the law and how it related to his version of the facts on each cause of action," and the appellant therefore failed to show the court "granted summary judgment on a point not included in the motion and memorandum or argued before the court"). Here, Respondents referred to "fiduciary duties or *duties of care*" in their motion for summary judgment. Further, Respondents' memorandum in support of their motion for summary judgment extensively addressed all three claims, as Nesbitt concedes. In addition, Respondents thoroughly argued that Nesbitt failed to tender payment in full for the loan, and Nesbitt's alleged satisfaction of the loan is the basis of her fiduciary duty and negligence claims. Because Respondents moved for summary judgment as to these claims and expressly and thoroughly addressed them in their memorandum in support of summary judgment, the circuit court did not err by ruling on these causes of action even if they were not specifically addressed during the hearing. Thus, we hold Nesbitt's argument that the circuit court improperly granted summary judgment as to her claims for breach of fiduciary duty and negligence is without merit.

AFFIRMED.[2]

GEATHERS, HEWITT, and VINSON, JJ., concur.

---

[1] It does not matter who ultimately paid the property taxes. Nesbitt failed to notify Respondents that she planned to pay the property tax; therefore, unaware of Nesbitt's intent, Respondents acted in accordance with the loan and disbursed the tax payment. Respondents subsequently seeking a refund from Spartanburg County did not affect the interest that accrued in that time.

[2] We decide this case without oral argument pursuant to Rule 215, SCACR.