ELECTRONICALLY FILED - 2026 Apr 14 1:16 PM - ORANGEBURG - COMMON PLEAS - CASE#2025CP3800212

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	C.A. No.: 2025-CP-38-00212
Teal Holdings, LLC, Plaintiff, vs. Eddie Rutland a/k/a Edward O. Rutland, Jr. a/k/a Edward Rutland, Defendant.	)	**MASTER IN EQUITY'S ORDER AND JUDGMENT REGARDING FORECLOSURE OF JUDGMENT LIEN AND SALE**

RECEIVED
Sep 17 2026
SC Court of Appeals

Pursuant to Rules 53 and 71, SCRCP, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said reference, a hearing was held on February 4, 2026, and attended by the following persons:

Lawrence M. Hershon – Attorney for the Plaintiff

Leonard Jordan – Attorney for the Defendant

Based on the evidence presented at the hearing, I hereby find, conclude and order as follows:

FINDINGS OF FACT

1. The Lis Pendens, Summons and Complaint were filed on February 16, 2025.

2. Service was made upon the Defendant in this action, as is shown by the proof of service filed herein.

3. Defendant filed an Answer to the Complaint *pro se* on March 19, 2025, and then filed an Amended Answer through his counsel on April 15, 2025.

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4. The Order of Reference was entered on December 15, 2025.

5. All parties were notified of the date, time and place of the hearing in this matter.

6. On April 9, 2016, First-Citizens Bank & Trust Company ("First Citizens") filed a Complaint against Edward O. Ritland ("Rutland"), in Case No. 2016-CP-38-01074 (the "First Lawsuit"), seeking foreclosure on its mortgage certain real property identified therein as follows (the "Original Property"):

> All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in Limestone Township, School District #5 (outside), Orangeburg County, South Carolina, being more particularly shown and delineated as Lot I 9, Block J, Oakmont Subdivision, on a plat of Oakmont prepared by R.E. Sauls dated August 12, 1974, and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book 41, page 71, also recorded at Plat Book 40, pages 20-21 and Plat Book 40, pages 52-53; all metes, bounds, courses and distances as are evidenced on the aforesaid plats as they relate to the property described herein are incorporated by reference and subject to an accurate current survey.
>
> This is a portion of the same property conveyed to Sean George Wilson by deed of T. Dayle Bolen dated May 17, 2006, and recorded May 17, 2006, in the said Register'' Office in Deed Book 1151, page 137. This being the same property conveyed to Edward O. Rutland, Jr. by deed of Sean George Wilson dated July 13, 2006, and recorded July 14, 2006, in the said Register's Office in Deed Book 1159, page 238.
>
> Property Address: 121 Northlake Drive, Orangeburg, SC 29115
> TMS No.: 0122-00-09-019.000

7. The Complaint listed in the Summons and on the face of the Complaint that a deficiency judgment was requested; however, Paragraph 17 of the Complaint states that the Plaintiff waives seeking any deficiency.

8. Rutland never filed any answer or other pleading, and was in default in the First Lawsuit.

9. On April 3, 2017, the Court entered an order for Judgment of Foreclosure sale, setting the Original Property for sale and confirming that a deficiency judgment was requested.

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10. However, thereafter, it appears from the record that Plaintiff determined that it did not desire to complete a sale of the Original Property.

11. On June 21, 2017, the Court entered its Judgment and Order Confirming Money Judgment, Cancelling Lis Pendens, and Waiving Right to Foreclosure Sale, which resulted in a judgment being entered against Rutland in the amount of $45,607.41 (the "Judgment").

12. The Judgment was subsequently assigned by First Citizens to Teal Holdings, LLC by that certain Assignment of Judgment filed with the Orangeburg County Clerk of Court on January 22, 2025. Other terms and conditions are stated in said assignment, which is of record herein.

13. Plaintiff's Judgment constitutes a lien on all real property owned by Rutland in Orangeburg County at the time of filing or acquired thereafter, including without limitation Property-1, Property-2, and Property-3 (the "Properties") that are the subject of this action.

14. The lien of the Judgment is a first priority line on each of the Properties identified herein.

15. Rutland owned at the time of the filing of the Judgment in Orangeburg County, each parcel of real property identified herein:

Property-1

All that certain piece, parcel or tract of land, including mobile home and improvements thereon, situate, lying and being in Willow Township, Orangeburg County, South Carolina, School Dist. #1, containing six acres, more or less, located on the easterly side of U.S.Highway 321 about l ½ miles north of Norway, S.C., bounded on the northerly side by property of Patty Rutland, bounded on the easterly side by property of Patty Rutland, and bounded on the southerly side by property now or formerly of J.W. Williamson.

Being a portion of a tract of land acquired by Thomas G. Rutland under deed of Inez Rutland, et al., of record in deed book 189, at page 573, and deed of Doris Rutland, et al., of record in deed book 202 at page 67 in the office of RMC for Orangeburg County, South Carolina. Thomas G. Rutland died December 20, 1970

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and by his Will of record in Apt. 467, Pkg. 6 in the office of the Judge of Probate for Orangeburg County, South Carolina, devised this property to Catherine Foster Rutland.

TMS No: 0055-00-04-022

Property-2

All that certain piece, parcel or lot of land located in Willow Township, Orangeburg County, State of South Carolina, with buildings and improvements thereon, designated as 7769 Savannah Hwy., Norway, S.C., containing 3.82 acres and being shown as Tract #1, on that certain plat prepared by Terry L. Ray, R.S.L. dated March 12, 1984, and recorded in the office of the Register Mesne Conveyance, Orangeburg County in Plat Book 57 at page 56. Said tract being shown on said plat as being bounded on the North by Tract 2A on said plat, on the East by the right-of-way of U.S.Highway 321; on the South by property now or formerly of Rutland; and on the West by right-of-way of Seaboard Coastline Railroad.

Being the same lot of land acquired by Hilda Patty W. Rutland under deed of J. Bryan Smith dated June 25, 1984 of record in deed book 496 at page 807 in the office of RMC for Orangeburg County, South Carolina.

TMS No: 0055-00-03-004

Property-3

All that certain piece, parcel, or tract of land located in Willow Township, Orangeburg County, South Carolina, located 1.5 miles North of the Town of Norway, containing forty acres, more or less, and being bounded as follows: on the West by U.S. Highway #321; on the North by property now or formerly of Williamson and Martin; on the West and South by property now or formerly of Rutland.

Being the same property conveyed to Hilda Patty W. Rutland by deed of J. Bryan Smith, Jr., dated May 26, 1980, and filed May 27, 1980, in the Orangeburg County office of the Register of Deeds in Deed Book 461 at page 1055.

TMS No: 0055-00-04-021

16. Plaintiff filed a Lis Pendens on the Properties in conjunction with its filing of this lawsuit.

17. The indebtedness evidenced by the Judgment and secured by a valid lien on the Properties has not been paid and remains due and owing in full.

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18. As a result of the aforesaid Judgment held by Plaintiff, Plaintiff is entitled to foreclosure of its mortgage lien and its Judgment lien.

19. Property-1 is the homestead of Rutland.

20. The Plaintiff's Judgment constitutes valid first priority lien on each of the Properties.

21. The amount due and owing on the Judgment as of February 4, 2026, is as follows:

(1)	Judgment Amount as of 6/21/2017	$45,607341
(2)	Post-Judgment Interest: 6/21/17 – 6/20/18 @ 6.75%	$ 3,078.50*
	Subtotal:	$48,685.91
(3)	Post-Judgment Interest: 6/21/18 – 6/20/19 @ 6.75%	$ 3,286.30*
	Subtotal:	$51,972.21
(4)	Post-Judgment Interest: 6/21/19 – 6/20/20 @ 6.75%	$ 3.508.12*
	Subtotal:	$55,480.33
(5)	Post-Judgment Interest: 6/21/20 – 6/20/21 @ 6.75%	$ 3,744.92*
	Subtotal:	$59,225.26
(6)	Post-Judgment Interest: 6/21/21 – 6/20/22 @ 6.75%	$ 3,997.70*
	Subtotal:	$63,222.96
(9)	Post-Judgment Interest: 6/21/22 – 6/20/23 @ 6.75%	$ 4,267.55*
	Subtotal:	$67,490.51
(10)	Post-Judgment Interest: 6/21/23 – 6/20/24 @ 6.75%	$ 4,555.61*
	Subtotal:	$72,046.12
(11)	Post-Judgment Interest: 6/21/24 – 6/20/25 @ 6.75%	$ 4,863.11*
	Subtotal:	$76,909.23

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(12)	Post-Judgment Interest: 6/21/25 – 2/4/26 @ 6.75%	$ 3,287.87*
	SUBTOTAL:	**$80,197.10**
	COSTS	
(1)	Costs	$ 1,314.80
TOTAL DEBT SECURED BY JUDGMENT		**$81,511.90**

* Per the underlying promissory, interest is compounded annually at 6.75%.

Interest for the period from February 4, 2026, through the date of this judgment at the rate of 6.75% per annum shall be added to the above stated Total Debt Secured by Judgment to comprise the amount of the judgment debt entered herein, and interest after the date of judgment at the same rate shall be added to such judgment debt to comprise the amount of the debt through the date to which such interest is computed.

CONCLUSIONS OF LAW

1. The Plaintiff was within its rights in the First Lawsuit to seek a judgment on the promissory note only and forego its right to foreclose on the secured property. The Court finds that there was no fraud involved in the original creditor First Citizens making this decision.

2. The original creditor First Citizens did not do anything improper in this matter except stating in its Complaint that it was waiving a deficiency judgment in Paragraph 17. The Court finds that paragraph this was a scrivener's error. It was made clear on the face of the Complaint and in the Summons that a deficiency judgment was being sought. In addition, the Order of Foreclosure and the Notice of Sale also requested a deficiency.

3. The Plaintiff should have judgment of foreclosure of its mortgage lien and its Judgment lien.

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2. The Original Property, Property-2, and Property-3 should be ordered sold at public auction after due advertisement.

3. The Court shall not permit a sale of Property-1 at this time; however, if a sale is necessary, the Court will address that issue at that time.

4. Following a sale of the properties in sequential order, as well as a decision on whether Property-1 is required to be sold, the mortgage in the First Lawsuit and the Judgment shall be fully satisfied.

5. The Plaintiff seeks attorney fees in this case. However, the Court is not aware of any contractual or legal authority that allows attorney's fees in a foreclosure of judgment case.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That there is due to the Plaintiff on the Judgment set forth in the Complaint the sum of Eighty-One Thousand Five Hundred Eleven and 90/100 Dollars ($81,511.90), representing the "Total Debt Secured By Judgment" due the Plaintiff as set out in paragraph 21 hereinabove, together with interest after the aforesaid date at the rate of 6.75% per annum.

2. That the party or parties liable for the aforesaid debt, shall, on or before the date of sale of the subject Properties hereinafter described, pay to the Plaintiff or its attorneys the amount of the debt owed as aforesaid, together with the costs and disbursements of this action.

3. That on default of payment at or before the time herein indicated, the properties, of one property per month in the order of (a) the Original Property, (b) Property-2, and (c) Property-3, be sold by the undersigned Master-in-Equity or his designee, at public auction, at the Orangeburg County Courthouse, in the City of Orangeburg, County and State aforesaid; on some convenient Sales Day hereafter as set by the Court, on the following terms, that is to say:

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a. FOR CASH: The Master-in-Equity will require a deposit of five (5%) percent on the amount of the bid, in cash or its equivalence, 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. Interest on the balance of the bid shall be paid through the day of compliance at the rate of 6.75% per annum.

c. The sale shall be subject to taxes, assessments, existing easements, and easements and restrictions of record.

d. Purchaser to pay for deed stamps and cost of recording the deed.

e. That if the Plaintiff is the successful bidder at said sale for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the Master-in-Equity only the amount of the costs and expenses, crediting the balance of the bid on its indebtedness.

4. As Plaintiff expressly reserves the right to have the proceeds from the sale applied to the outstanding balance of its Judgment, with any unpaid balance thereof remaining as a personal judgment against Henry A. Beard, the bidding will remain open for thirty (30) days after the sale, unless waived by the Plaintiff, in writing, prior to the sale.

5. 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 Property sold. The Plaintiff 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 may advertise the said Property for sale on the next or some other

subsequent Sales Day, as set by the Court, at the risk of the former highest bidder, and so from time to time thereafter until a full compliance shall be secured.

6. That the undersigned Master-in-Equity shall apply the proceeds of the sale of each property as follows:

FIRST: To payment of the amount of costs and expenses of this action;

NEXT: To the payment to Plaintiff or its attorney of the amount of debt owed to Plaintiff and interest, so much thereof as the purchase money will pay on the same; and

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

7. That the Defendants named herein and all persons whosoever claiming under the Defendants be forever barred and foreclosed of all right, title, interest and equity of redemption in the subject Property, or any part thereof.

8. That the deed of conveyance made pursuant to said sale shall contain the names of only the Plaintiff, the Defendants who was the titleholder of the Property at the time of the filing of the Lis Pendens, and the grantee; and the ROD is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

9. That the undersigned Master-in-Equity will retain jurisdiction to do all necessary acts incident to this foreclosure and to hear any post-judgment matters including, but not limited to, the issuance of a Writ of Assistance.

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025-**CP**-38-00212

Teal Holdings, LLC,

PLAINTIFF(S)

Eddie Rutland a/k/a Edward O. Rutland, Jr. a/k/a Edward Rutland

DEFENDANT(S)

Submitted by: Lawrence M. Hershon	**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

☐ **STAYED DUE TO BANKRUPTCY**

☐ **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: Master-in-Equity's Order and Judgment Regarding Foreclosure of Judgment Lien and Sale

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk :

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:

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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.

Circuit Court Judge	**Judge Code**	**Date**

For Clerk of Court Office Use Only

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

.	.
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 judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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Orangeburg Common Pleas

Case Caption: Teal Holdings, Llc VS Eddie Rutland , defendant, et al

Case Number: 2025CP3800212

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

So Ordered

James B. Jackson, Jr. 3077 Master in Equity