

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Home Builders Finance, Inc.,

Plaintiff,

v.

Willard E. Wilson; Annie L. Green; and  
Palmetto Citizens Federal Credit Union,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

C/A NO: 2014-CP-15-384

**ORDER**

This matter came before me on May 13, 2016 for hearing on a motion pursuant to Rules 7(b) and Rule 41 of the South Carolina Rules of Civil Procedure, brought by the Plaintiff Home Builders Finance, Inc. ("Plaintiff") for an Order compelling the enforcement of the Settlement Agreement signed by all parties on September 4, 2015.

Attorney Drew Walker, Esq. appeared on behalf of the Plaintiff. Attorney Dayne Buckner, Esq. appeared on behalf of Defendant Annie L. Green ("Ms. Green").

After hearing oral arguments from counsel, reviewing the evidence on the record, and considering the relevant case law, and for the reasons more fully articulated below, the Motion is GRANTED.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

On March 3, 2015, the parties participated in mediation. After lengthy negotiations, the parties reached a settlement agreement ("Agreement") and subsequently filed it into the court's record with the Clerk of Court's office on April 11, 2016 with its defined terms incorporated herein. The signed document sets forth clear and specific terms of the settlement agreement between the parties. Plaintiff did not receive payment due under Section 1 of the Agreement, thereby triggering Section 2(b) and requiring compliance therewith. Plaintiff's attempts to

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comply with section 2(b) of the Agreement by delivering \$20,000.00 ("Payment") to Defendant Annie L. Green ("Ms. Green") were unsuccessful despite good faith efforts.

Accordingly,

**IT IS THEREFORE ORDERED THAT:**

1. Plaintiff's Motion to Compel Enforcement of Settlement Agreement is GRANTED.

2. Plaintiff, by and through its title insurance company, shall issue Payment to Ms. Green by mailing a check to the office of her counsel, Dwayne T. Buckner, Esq., said check being made out to his trust account, to satisfy obligations under Section 2(b) of the Agreement. Mr. Buckner's office shall provide Plaintiff's counsel a W-9 for purposes of issuing said check.

3. Upon mailing of the Payment to Mr. Buckner and following payment of the Judgment (as defined in the instant Motion and Agreement) to Palmetto Citizens Federal Credit Union ("PCFCU"), Plaintiff is entitled to record the Quitclaim Deed in its possession in the Colleton County Register of Deeds Office.

4. Furthermore, Plaintiff may file the Stipulation of Dismissal attached as Exhibit C to the Agreement following Plaintiff's payment of the Payment and the Judgment, and PCFCU's counsel's execution of the Stipulation of Dismissal.

AND IT IS SO ORDERED.



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The Honorable Carmen T. Mullen  
Presiding Judge for the Fourteenth Circuit

11/17, 2016

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