
FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE
(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The “Information for the Judgment Index” section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the “Judgment in Favor of” column, enter the name of the party to whom the judgment is awarded. In the “Judgment Against” column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the “Judgment Amount” column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate “N/A” in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section “For the Clerk of Court Office Use Only” should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.
8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through “Circuit Court Judge” and indicate “Arbitrator” in the signature block.

9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CLARENDON)
)
Elaine S. Bellnier, David M. Bellnier and)
Denise A. Filios f/k/a Denise A. Terry,)
)
Plaintiffs,)
)
vs.)
)
Justin D. Smalls,)
)
Defendant,)
_____)

IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT
C/A NO.: 2020-CP-14-00002

ORDER

This matter came before me on the 25^h day of June, 2020 for a hearing on the Plaintiff's Complaint for ejectment and to quiet title to real property. Present at the hearing were the Plaintiffs, Elaine S. Ciesko f/k/a Elaine S. Bellnier and Denise A. Terry f/k/a Denise A. Filios, along with their attorney, Christopher R. DuRant of the Clarendon County Bar. The Defendant did not appear.

A review of the Court's file reveals that this matter was commenced with the filing of Summons and Complaint on December 31, 2019. As evidenced by the Affidavit of Service with attached return receipt filed with the Court on February 18, 2020, service of process was properly effected on the Defendant on January 8, 2020 by certified mail, restricted delivery. No answer or responsive pleadings having been filed by the Defendant, an Affidavit of Default was filed on February 24, 2020. This matter was properly referred to the undersigned by Order of Reference dated February 20, 2020. In accordance with the Order of the Supreme Court of South Carolina dated May 6, 2020, a Certificate of Compliance with the Coronavirus Aid, Relief and Economic Security Act was filed on May 19, 2020. Finally, as evidenced by the Affidavit of Service filed with the Court on June 17, 2020, proper notice of this hearing was given to the

Defendant in accordance with Rule 55, SCRPC, by first class mail to his last known address.

At the hearing, the Court received evidence and testimony from the Plaintiff, Elaine S. Ciesko f/k/a Elaine S. Bellnier. Further, the Court was informed by counsel that the Plaintiffs' claim for attorneys' fees has been waived. Therefore, based upon the evidence and testimony received and review of the Court's file, the Court makes the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The property which is the subject of this action is located in Clarendon County, South Carolina and more particularly described as follows (the "property"):

All of that certain piece, parcel or lot of land, together with all improvements, lying, being and situate approximately 3 miles South of the Village of Jordan in Clarendon County, South Carolina, containing six (6) acres, more or less, and being more fully shown and designated as Tract 3 on a plat prepared by W.B. Sykes, Surveyor, on March 31, 1953; said plat being filed for record in the Office of the Clerk of Court of Clarendon County in Judgment Roll 8539 and incorporated herein by reference pursuant to §30-5-250 of the Code of Laws of South Carolina, 1976 (as amended).

This being the same property conveyed to Elaine S. Bellnier, David M. Bellnier and Denise A. Terry by Deed of Distribution of the Estate of Janet Irene Moss dated December 15, 2016 and recorded December 22, 2016 in the Office of the Register of Deeds for Clarendon County in Deed Book 969 at Page 175.

Said premises being further identified as Clarendon County Tax Map Parcel Number: 194-05-00-003-00.

TOGETHER WITH: A double-wide mobile home located on the above-referenced property, then designated as Clarendon Count Tax Map Parcel Number 194-05-00-003-01 and further described in the records of Clarendon County as a 1998 Fleetwood Hickory mobile home bearing Vehicle Identification Number (VIN) GAFLW35AB14523HH12; the title certificate to said mobile home having been retired as evidenced by that certain Manufactured Home Affidavit for Retirement of Title Certificate recorded on February 24, 2017 in the Office of the Register of Deeds for Clarendon County in Deed Book 975 at Page 125.

Property Address: 1562 Herring Dr., Manning, SC, 29102

2. This Court has jurisdiction over this matter and venue is proper in Clarendon County.

3. The Defendant, having failed to file a responsive pleading or otherwise appear in this matter despite proper service of process, is in default.

4. On or about April 14, 2016, the Defendant, entered into an agreement titled "Rent To Own Contract" (hereinafter "Agreement," attached to Plaintiffs' Complaint as "Exhibit A") with the Plaintiff, Elaine S. Bellnier, acting as Personal Representative of the Estate of Janet Irene Moss, to lease the property, with an option to purchase the same, at the purchase price of sixty-five thousand and 00/100ths (\$65,000.00) during a contract period designated to expire on November 14, 2016.

5. In accordance with the terms of the Agreement, the Defendant agreed to lease the property at the monthly rental rate five hundred and 00/100th (\$500.00) dollars beginning on April 14, 2016 and continuing until November 14, 2016. The parties further agreed that, should the Defendant timely exercise his right to purchase the property during the lease term, prior rental payments would be credited toward the purchase price.

6. The Defendant failed to exercise the option to purchase the property in accordance with the terms of the Agreement and, as a result, the Defendant's option to purchase the property has expired.

7. By operation of law, upon the expiration of the Agreement, the term of the Defendant's tenancy in the property is deemed month to month.

8. In accordance with South Carolina law, the Plaintiffs provided the Defendant with thirty (30) days written notice of termination (the "Notice," attached to Plaintiff's Complaint as "Exhibit B") of tenancy by letter dated October 31, 2019.

9. Despite proper notice, the Defendant has refused to vacate and surrender the property to the Plaintiffs.

10. In addition, the Defendant is in default of his monthly rental obligation, having failed to pay rent when due during the four (4) month period of March 2020 through June 2020. The Defendant's monthly rental obligation having been verbally modified to five hundred eighty and 00/100s (\$580.00) dollars following expiration of the Agreement, past due rent in the amount of two thousand three hundred twenty and 00/100s (\$2,320.00) dollars has accumulated.

11. The parties' Agreement has expired, is forever terminated and all payments made by the Defendant pursuant to the Agreement and subsequent to its expiration are declared to be earned rent payments.

12. The property identified herein is owned, in fee simple, by the Plaintiffs, Elaine S. Ciesko f/k/a Elaine S. Bellnier, David M. Bellnier and Denise A. Terry f/k/a Denise A. Filios, free and clear of any claim by the Defendant or any person or persons claiming through the Defendant and the Plaintiffs are entitled to recover immediate possession of the property.

13. The Defendant has no legal or equitable interest in the property and no right to the continued possession thereof.

NOW THEREFORE, in consideration of the findings hereinabove set forth; it is accordingly


ORDERED, ADJUDGED AND DECREED THAT:

1. Title to the property described herein is quieted in favor of the Plaintiffs, Elaine S. Ciesko f/k/a Elaine S. Bellnier, David M. Bellnier and Denise A. Terry f/k/a Denise A. Filios.


2. The Defendant and any person or persons claiming by or through him are hereby barred from any claim of ownership or right to possession of the property.

3. The Defendant and any other occupants therein shall vacate the property immediately. This Order shall serve as a Writ of Ejectment as to the Defendant and all occupants therein. The Sherriff of Clarendon County, South Carolina, or his authorized deputies, are hereby authorized and directed to effectuate ejectment in accordance with Section 27-37-160 of the Code of Laws of South Carolina (1976, as amended).

AND IT IS SO ORDERED.



Joseph K. Coffey
Master-In-Equity for Clarendon County


_____, 2020
Clarendon County, South Carolina