

An unpublished opinion of the North Carolina Court of Appeals does not constitute controlling legal authority. Citation is disfavored, but may be permitted in accordance with the provisions of Rule 30(e)(3) of the North Carolina Rules of Appellate Procedure.

IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA26-88

Filed 16 September 2026

Cumberland County, No. 25CV015686-250

BUCKHEAD MOBILE HOME ESTATES LLC, Plaintiff,

v.

LATONYIA HARGROVE and BRANDEN D. HARGROVE TRUSTEE FOR
HARGROVE EMPIRE IRREVOCABLE TRUST, Defendants.

Appeal by defendants from order entered 17 December 2025 by Judge Tracey
Henderson in Cumberland County District Court. Heard in the Court of Appeals 13
August 2026.

Hutchens Law Firm LLP, by J. Haydon Ellis, for plaintiff-appellee.

Branden D. Hargrove, pro se defendant-appellant.

GORE, Judge.

Defendants Latonya Hargrove and Branden Hargrove, trustee for Hargrove
Empire Irrevocable Trust, appeal the district court order entered 17 December 2025.
Upon review of the record and briefs, we affirm.

I.

Opinion of the Court

Plaintiff initiated a summary ejectment action against defendants on 29 October 2025 for the lot property 3115 Bridle Street, Fayetteville, North Carolina. The complaint stated defendants breached the lease by failing to pay rent and sought only possession of the lot. On 12 November 2025, the magistrate granted summary ejectment in favor of plaintiff. On 13 November 2025, defendants filed notice of appeal to the district court and signed a Bond to Stay Execution on Appeal of Summary Ejectment Judgment. Defendants also filed a Motion to Waive or Modify Rent Bond. The trial court denied the Motion to Waive or Modify Rent Bond, and defendants failed to pay the bond to stay execution within the required timeframe; therefore, the Clerk of Court issued a Writ of Possession on 25 November 2025.

Defendants filed a Motion to Accept Rend Bond Payment out of Time and to Stay Execution of Writ of Possession, but the trial court denied the motion. Defendants filed discovery requests and a Motion to Shorten the Time to Respond to the Production for Documents that was denied. Defendants also filed a Motion to Dismiss on 9 December 2025. After a hearing on 16 December 2025, the trial court granted judgment in favor of plaintiff, dismissed defendants' appeal, reinstated the Magistrate's judgment, and awarded plaintiff possession of the property on 17 December 2025.

Defendants filed a Rule 60(b) Motion for Relief from Judgment that was denied. Defendants timely appealed the 17 December 2025 judgment.

II.

Rule 3 of the North Carolina Rules of Appellate Procedure requires the appealing party to specify the judgments to be appealed. This jurisdictional requirement generally restricts our review on appeal; however, we may still have jurisdiction to consider interlocutory orders pursuant to section 1-278. *Theuerkorn v. Heller*, 299 N.C. App. 534, 548–49 (2025). Under section 1-278, we have jurisdiction to consider interlocutory orders if: “(1) the appellant timely objected to the order; (2) the order is interlocutory and not immediately appealable; and (3) the order involved the merits and necessarily affected the judgment.” *Id.* at 549 (cleaned up).

In the present case, defendants’ notice of appeal specified the 17 December 2025 order. On appeal, defendant also seeks review of a Motion to Dismiss filed 9 December 2025; an order denying a Motion to Accept Rent Bond Payment out of Time; an order denying a Motion to Shorten Time to Request for Production of Documents; and an order denying defendant’s Rule 60(b) Motion for Relief from Judgment. The trial court did not make a ruling on defendant’s Motion to Dismiss. Therefore, there is no interlocutory order to consider nor is this issue preserved for our review. *See* N.C.R. App. P. 10(a). Due to the limited record, we do not see any record evidence that defendant timely objected to the order denying his Motion to Accept Rent Bond Payment out of Time; therefore, it is also unpreserved for appellate review.¹ There

¹ We note that in violation of Rules 7 and 9, defendants failed to include multiple pleadings and documents in the record that are necessary for review and failed to fully comply with the narrative transcript requirements, which also limits our review of the 17 December 2025 judgment. *See*

is no record evidence of objection to the order denying defendant's Motion to Shorten Time to Respond to Request for Production of Documents. Thus, the order denying defendants' motion to shorten discovery is unpreserved for appellate review.

The order denying defendant's Rule 60(b) motion is not an interlocutory order as it seeks relief from the underlying judgment. *See Waters v. Qualified Personnel, Inc.*, 294 N.C. 200, 207 (1978) (defining an interlocutory order). Accordingly, we do not have jurisdiction to review the Rule 60(b) order on appeal. *See generally Von Ramm v. Von Ramm*, 99 N.C. App. 153, 156–57 (1990) (discussing the appellant's failure to specify the underlying judgment and to only specify a Rule 59 order); *Chaparral Supply v. Bell*, 76 N.C. App. 119, 120 (1985) (disallowing review of the underlying summary judgment because the party only specified appeal of the denial of the Rule 60(b) motion).

Therefore, our review is limited to defendant's appeal of the order entered 17 December 2025. We review the order from a bench trial to determine “whether competent evidence exists to support the trial court's findings of fact and whether the conclusions reached were proper in light of the findings.” *In re Foreclosure Under That Deed of Tr. Executed by Azalea Garden Bd. & Care, Inc.*, 140 N.C. App. 45, 50 (2000). “Unchallenged findings of fact are presumed correct and binding on appeal.”

generally State v. Maye, 295 N.C. App. 248, 250–51 (2024); *In re Foreclosure of Deed of Tr. Executed by Moretz*, 287 N.C. App. 117, 122–24 (2022).

In re Frucella, 261 N.C. App. 632, 635 (2018). We review the conclusions of law de novo. *Id.*

The trial court's findings of fact have not been challenged and therefore are binding on appeal. The findings include that defendants entered into a lease agreement with plaintiff, that defendants are in material violation of the lease for failure to pay all rent and fees as required by the lease, that plaintiff gave proper notice to defendants and filed a complaint for summary ejectment, and that summary ejectment was granted. Further, the trial court found that plaintiff was entitled to possession of the property and defendants had not vacated the property at the time of the hearing. Based upon these findings, the trial court concluded that defendants were unlawfully in possession of the property and that plaintiff was entitled to possess the property. The findings support the trial court's conclusions. Therefore, the trial court properly dismissed the appeal and reinstated the Magistrate's judgment.

III.

The trial court properly dismissed the appeal and reinstated the Magistrate's judgment and awarded possession of the real property.

AFFIRMED.

Judges ZACHARY and WOOD concur.

Report per Rule 30(e).