

THE STATE OF SOUTH CAROLINA
In the Court of Appeals
Appeal from Horry County
Judge Cynthia Graham Howe, Master-in-Equity
Ralph P. Stroman, Special Referee for Horry County
C/A NO. 2011-CP-26-01809

RECEIVED
OCT 18 2022
SC Court of Appeals

Leticia, LLC, Movant,

In Re:

M&T Bank, Plaintiff,

v.

**Tyrone Davis; Bobby J. Bellamy; BC Fund and
Management LLC d/b/a BC Fund, LLC, Defendants.**

And

M&T Bank, Respondent,

v.

**Tyrone Davis, Bobby J. Bellamy, BC Fund and
Management, LLC d/b/a BC Fund, LLC, Defendants,**

Of whom Bobby J. Bellamy is the Appellant,

And

Tyrone Davis is the Respondent.

And

Bobby J. Bellamy, Appellant,

v.

William O. Smith, Third Party Defendant.

Appellate Case No. 2022-00159

RECORD ON APPEAL

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Order of May 4, 2018

Set out entire order including caption and signature

Notice of Sale

Set out entire order including caption and signature

Assignment of Bid

Set out entire order including caption and signature

Master-in Equity's Report on Sale and Disbursements

Set out entire order including caption and signature

Writ of Assistance

Set out entire order including caption and signature

Defendants Exhibit 1

Set out exhibit

Defendants Exhibit 2

Set out exhibit

Defendants Exhibit 3

Set out exhibit

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Set out exhibit

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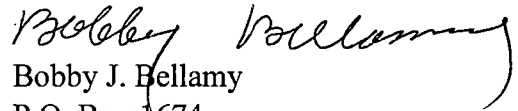
Set out exhibit

Defendants Exhibit 6

Set out exhibit

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.


Bobby J. Bellamy
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OCT 18 2022

SC Court of Appeals

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS

<p>M&T Bank,</p> <p style="text-align: right;">PLAINTIFF,</p> <p style="text-align: center;">vs.</p> <p>Tyrone Davis; Bobby J. Bellamy, BC Fund and Management, LLC d/b/a BC Fund, LLC and United States of America;</p> <p style="text-align: right;">DEFENDANT(S)</p> <hr/> <p>Bobby J. Bellamy,</p> <p style="text-align: right;">THIRD-PARTY PLAINTIFF,</p> <p style="text-align: center;">vs.</p> <p>William O. Smith,</p> <p style="text-align: right;">THIRD-PARTY DEFENDANT</p>

MASTER'S ORDER AND JUDGMENT OF FORECLOSURE AND SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2011-CP-26-01809

DEFICIENCY REQUESTED

TO:

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Pursuant to Rule 53 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 case. Pursuant to the said Order of Reference, a trial was conducted on February 8-10 and

April 11-12. W. Cliff Moore, III and John B. Kselchner, attorneys for the Plaintiff, Daniel Q. Orvin, attorney for the Defendant Tyrone Davis, Howell V. Bellamy, Jr. and Howell V. Bellamy, III, attorneys for the Defendant Bobby Bellamy, Kathy Martin, the Plaintiff's representative, Tyrone Davis, and Bobby Bellamy were present for the trial.

Based on the pleadings filed in this matter, the testimony offered at trial, and the argument of counsel, I make the following findings of fact:

FINDINGS OF FACT

1. By Quitclaim Deed dated June 29, 2007 and recorded on July 18, 2007 in the Register of Deeds Office for Horry County, State of South Carolina, in Book 3261 at page 2091 ("BC Fund Deed"), Bellamy conveyed the following described real property (hereinafter "Subject Property") to BC Fund, LLC:

ALL THAT certain piece, parcel or tract of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Starting at a stake on the corner of Sea Mountain Highway and bounded on the South by Tract B, owned by Tommy J. Bellamy, on the East by North Pointe Development, on the North by Tract D owned by Linda B. Nichols, on the East by Sea Mountain Highway.

This is a portion of property conveyed to Charles Bellamy by Floyd and Essie Bellamy by deed 2/1/58, recorded in Deed Book 201 at page 362 and then later conveyed from Lela Bellamy estate to heirs in deed book 3207, page 2080 in the office of the Register of Mesne Conveyances for Horry County. This property is shown as Tract C on a map of the Bellamy estate lands, dated August 14, 2006 by JWH engineering.

2. By General Warranty Deed dated November 16, 2007 and recorded on December 19, 2007 in the Register of Deeds Office for Horry County, State of South Carolina, in Book 3294 at page 817 ("Davis Deed"), BC Fund, LLC conveyed the Subject Property to Defendant Tyrone Davis ("Davis").

3. On November 16, 2007, for value received, Davis, made, executed and delivered to the Plaintiff, a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby Davis promised to pay to the Plaintiff the sum of One Hundred Thirty-Six Thousand And 00/100 Dollars (\$136,000.00), together with interest thereon at the rate of Seven And 50/100 per cent (7.5%) per annum ("Note")

4. On November 16, 2007, Davis made, executed, and delivered to Plaintiff a certain Mortgage encumbering the Subject Property to secure the repayment of a Note in the original amount of \$136,000.00 ("Mortgage"). The Mortgage was recorded on November 19, 2007 in the Office of the Register of Deeds for Horry County, State of South Carolina, in Book 4996 at Page 1970.

5. According to the terms and conditions of the said Note and Mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collections, including a reasonable attorney's fee, would be secured by the said mortgage as part of the debt secured thereby.

6. The monthly payment due on said Note and Mortgage are in default since October 1, 2010, and the conditions of the Note and Mortgage have been broken. The Plaintiff elected to, and declared the entire balance of said indebtedness due and payable.

7. Plaintiff filed its Lis Pendens, Summons and Complaint on February 25, 2011, alleging that Davis is in default under the Note secured by the Mortgage. Plaintiff asserted a cause of action for foreclosure as well as an action for reformation to correct a mistake in the

property description in the Mortgage, the BC Fund Deed, and the Davis Deed. The correction that the Plaintiff seeks in the property description is the description of the eastern boundary of the Subject Property that is identified as North Pointe Development. North Pointe Development is the western boundary of the Subject Property.

8. The Defendant Bobby J. Bellamy, ("Bellamy"), filed a responsive pleading titled Notice of Intent to Enforce Forfeiture Provisions of Contract for Deed on August 30, 2011 and Answer to the Complaint on October 31, 2011, and another responsive pleading titled Summons and Notice on November 8, 2011.

9. The Defendant Tyrone Davis ("Davis") filed an Answer on September 27, 2011 and Reply to Bellamy's Summons and Notice on November 29, 2011.

10. On April 18, 2012, with consent from the parties, Plaintiff amended its Complaint to add the United States of America as a defendant.

11. On May 16, 2012, Bellamy served an Amended Answer, Counterclaim and Cross-Claim ("Amended Answer") asking the court to declare that the BC Fund Deed, Davis Deed, and Mortgage are void on the grounds that: (1) these instruments lacked an existing grantor/grantee because BC Fund LLC was not an entity with a legal existence; (2) that Bellamy did not receive consideration for the BC Fund Deed; and (3) that there occurred fraud based on BC Fund LLC's lack of legal existence.

12. USA filed an Answer and Consent to Order of Reference on May 25, 2012 indicating that its lien was through its agency the Internal Revenue Service. In fact the lien is not through its Agency, the Internal Revenue Service, but rather a lien by virtue of an abstract of a judgment secured by the United State of America.

13. Plaintiff filed its Reply to Bellamy's Amended Answer, Counterclaim and Cross-Claim on May 29, 2012.

14. On August 29, 2013, Plaintiff filed a Motion to Amend its Complaint to include, as part of its existing reformation action, a request that the Court reform the BC Fund Deed and Davis Deed to designate "BC Fund and Management, LLC" as the grantee and grantor therein, respectively.

15. On November 6, 2013, the Court issued an Order granting Plaintiff's Motion to Amend.

16. Pursuant to the November 6, 2013 Order, Plaintiff filed its Second Amended Complaint on December 4, 2013, adding BC Fund and Management, LLC d/b/a BC Fund, LLC ("BC Fund") as a party to the action and seeking reformation of the BC Fund Deed and Davis Deed to designate BC Fund as the grantee and grantor therein, respectively.

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17. Bellamy filed a Second Amended Answer, Counterclaims, and Cross-Claims on December 31, 2012.

18. Davis filed an Answer to the Second Amended Complaint on January 8, 2014.

19. Bellamy filed a Third (titled "Second") Amended Answer, Counterclaims and Cross-Claims and Third Party Complaint on February 19, 2014 in which Bellamy asserts as defenses:

- a. That the Plaintiff fails to state facts sufficient to constitute a cause of action;
- b. Estoppel;
- c. Lack of evidence to support the Plaintiff's reformation request;
- d. Lack of standing to reform the BC Fund Deed;
- e. No consideration for the BC Fund Deed;

- f. Negligence for failing to verify the existence of BC Fund, LLC;
- g. Names of the parties to a deed may not be reformed;
- h. Laches; and
- i. Unclean Hands.

As a further defense, asserted as a counterclaim against the Plaintiff and a cross claim against Davis, Bellamy requested a declaratory judgment stating that BC Fund, LLC was not a legal entity at the time of the BC Fund Deed and the Plaintiff had constructive notice of that fact; that the BC Fund Deed is null and void because the grantee does not exist; that BC Fund held the Subject Property in trust under the BC Fund Deed for purposes of development; that the development contract between BC Fund and Bellamy is null and void; that there was no mutual mistake in the creation of the BC Fund Deed or the Davis Deed; that the Mortgage is null and void and should be cancelled of record; and that Bellamy is the owner and holder of title to the Subject Property. As a further defense, asserted as a counterclaim against the Plaintiff, a crossclaim against Davis and a third party complaint against William O. Smith ("Smith"), Bellamy actual, special and punitive damages against for civil conspiracy. Finally, in the Second Amended Answer, Bellamy makes a third party complaint against Smith for compensatory and punitive damages arising from alleged fraudulent conduct.

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20. The Plaintiff filed a Reply to Bellamy's February 19, 2014 pleading on March 4, 2014.

21. By Order of the Court filed March 18, 2015, this case was referred to the undersigned and Bellamy's Counterclaim for civil conspiracy was dismissed with prejudice.

22. That the Defendant BC Fund and Management, LLC d/b/a BC Fund, LLC and Third Party Defendant are in default as shown by the Affidavit of Default on file herein.

23. All parties and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

24. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Service members Civil Relief Act, and any amendments thereto.

25. No testimony was offered on Bellamy's Third Party complaint against Smith. That claim is outstanding and is not addressed in this Order.

26. The remaining counterclaim and all of the affirmative defenses relate to Bellamy's claim that the BC Fund, LLC and BC Fund and Management, LLC are not the same entity and that the BC Fund Deed is null and void because it purports to be a transfer to an entity that does not exist. Additionally, Bellamy's affirmative defenses challenges the timeliness of the Plaintiff's reformation request (laches), the standing of the Plaintiff to request the reformation of the BC Fund Deed and the Davis Deed, and the ability to reform the BC Fund Deed because of the lack of consideration given by BC Fund, LLC to Bellamy.

FINDINGS OF FACT AS TO THE ENTITY "BC FUND, LLC"

27. BC Fund and Management, LLC is a corporation organized and existing pursuant to the laws of the State of South Carolina. William O. Smith was the sole owner of BC Fund and Management, LLC.

28. At the time of the BC Fund Deed and the Davis Deed, BC Fund and Management, LLC had offices located at 401 Broadway Street, Myrtle Beach, SC. The sign outside of that office listed the name of the business as "BC Fund."

29. Bellamy inherited the Subject Property from a family member and made the decision to develop the Subject Property and pursued real estate developers to assist him with that development.

30. After considering several candidates, Bellamy decided to work with Smith. Smith presented Bellamy with a business plan that listed Smith's interest in the plan as "BCFUND".

31. Bellamy freely and knowingly conveyed the Subject Property to BC Fund, LLC. The conveyance of the Subject Property to BC Fund, LLC was Bellamy's contribution to the enterprise set out in the described business plan.

32. When Attorney Scott B. Umstead closed the transfer of the Subject Property from B.C. Fund, LLC to Davis he secured a resolution from BC Fund and Management, LLC d/b/a BC Fund, LLC. The resolutions was embodied in documents dated November 16, 2007 and entitled "MINUTES OF A SPECIAL MEETING OF THE MEMBERS OF BCFUND AND MANAGEMENT, LLC, D/B/A BC FUND, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, HELD AT THE COMPANY OFFICE, MYRTLE BEACH, SOUTH CAROLINA ON NOVEMBER 16, 2007" and "WAIVER OF NOTICE AND RATIFICATION OF MEETING OF MEMBERS OF BC FUND AND MANAGEMENT, LLC D/B/A BC FUND, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY."

33. The taxpayer identification number used by BC Fund, LLC in association with the transfer of the Subject Property from BC Fund, LLC to Davis was the taxpayer identification number for BC Fund and Management, LLC.

34. Before Bellamy asserted the affirmative defenses and counterclaim suggesting that the BC Fund Deed was null and void, Bellamy filed the following verified *pro se* pleadings

in this action that indicates he understood, at all times material to this matter, that BC Fund, LLC and BC Fund and Management, LLC are the same entity:

- a. Notice of Intent to Enforce Forfeiture Provisions of Contract for Deed dated August 29, 2011 and filed August 30, 2011;
- b. Notice of Termination or Cancellation of a Contract for the Sale of Real Property Due to Default dated and filed October 5, 2011; and
- c. Summons and Third-Party Complaint dated and filed November 2, 2011.

35. At trial, Bellamy testified that BC Fund, LLC was Smith's Company.

36. At trial, Davis testified that BC Fund, LLC and BC Fund and Management, LLC are the same entity.

37. At trial, Scott B. Umstead testified that BC Fund, LLC and BC Fund and Management, LLC are the same entity.

38. At trial, Victoria Pitts, the office manager for BC Fund and Management, LLC, testified that BC Fund, LLC and BC Fund and Management, LLC are the same entity.

FINDINGS OF FACT AS TO THE AMOUNT DUE ON THE NOTE AND MORTGAGE

38. The Mortgage constitutes a first mortgage lien and is purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

39. Since the inception of this action, plaintiff's attorneys have assumed responsibility for the institution of this action and have searched and updated the title on the Property from the date the current owner received the Property or the date the Mortgage was executed to the date of the filing of the Lis Pendens.

The Firms have been responsible for the preparation of the following pleadings.

- 1. Notice of Foreclosure Intervention

2. Lis Pendens
3. Summons and Complaint and amended pleadings
4. Affidavit of Default
5. Order of Reference
6. Notice of Hearing
7. Proposed Master's Order and Judgment of Foreclosure and Sale
8. Notice of Sale
9. Other documents as applicable pertaining to service, foreclosure intervention and prosecution of the action.

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Cost*

Additionally, the Firms have arranged for service of process on the Defendant(s), scheduled and attended the hearing in the matter, provided reinstatement/payoff figures to the primary Defendant(s), if requested, and had telephone conversations with the Defendant(s), if requested. Future duties include forwarding copies of the Master's Order and Judgment of Foreclosure and Sale to the Defendant(s), advising the Defendant(s) of the date that the Property will be sold, arranging and coordinating the amount to be bid by Plaintiff, representation of Plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a foreclosure matter, the attendant responsibilities and the outcome obtained for the Plaintiff, I find that the contractual attorneys' fees in the amount of Eight Thousand One Hundred Sixty-Five Dollars and No Cents (\$8165.00) are reasonable.

40. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorneys' fees, secured by the Note and Mortgage, is as follows:

(a) Total Principal due as of October 1, 2010	\$	132,313.68
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(b)	Interest from September 1, 2010 through May 7, 2018 @ current interest rate of 7.500%	\$	76,243.45
(c)	Escrow Adjustments (debits or credits)	\$	22,395.25
	County Taxes	\$	28,614.83
	Escrow Credit	(\$	6,219.58)
(d)	Late Charges	\$	54.00
(e)	Foreclosure Costs	\$	1287.08
(f)	Attorney Fees	\$	8165.00
	TOTAL DEBT	\$	240,458.46

Interest for the period from the date shown in (b) above, through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the current rate of Seven and 50/100 (7.50%) per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

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41. That the USA may claim to have a lien upon all or a portion of the Property by virtue of that certain Abstract of Judgment entered against Linda M. Nichols, Post office Box 1674, 3658 Sea Mountain Highway, Little River, South Carolina, 29566 on April 17, 2002 in the United States District Court of South Carolina and subsequently recorded in the Horry County Register of Deeds Office on May 8, 2002 in Book 0017 at Page 0308, in the original sum of \$22,348.35. Any lien upon or interest in the Property claimed by the USA does not attach to the Property because the Abstract of Judgment is not entered in the name of any individual in the chain of title of the Property.

42. That the Plaintiff does not waive but specifically demands judgment against Davis for the full amount found to be due to Plaintiff on the Note and Mortgage held by Plaintiff, with the right to enter personal judgment against the Defendant for any deficiency in this action remaining after sale of the mortgaged premises.

43. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).

44. That the Mortgage loan is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac nor did the servicer/investor participate in the Home Affordable Modification Program at the time of the filing of the within action.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Concerning the counterclaim and affirmative defenses based on Bellamy's assertion that that the BC Fund Deed is null and void because BC Fund, LLC did not exist.

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In South Carolina, "a contract is good between parties, no matter how incorrect the names used in the paper may be, if it appears they were intended as the names of the parties to be bound by the contract or to receive its benefits." *Cobb & Seal Shoe Store v. Aetna Ins. Co.*, 78 S.C. 388, 58 S.E. 1099 (1907) (citing *Neely v. Yorkville*, 10 S.C. 147; 1 Thompson on Corporations §294).

In the case of *Sumter Tobacco Warehouse Co. v. Phoenix Ins. Co., Ltd. of London*, 76 S.C. 76, 56 S.E. 654 (1907), property was deeded to "Sumter Tobacco & Cotton Warehouse Company" after the charter for the company had been filed, but before it was actually issued in the name of "Sumter Tobacco Warehouse Company." The defendant argued the misnomer rendered the deed insufficient to prove title to Sumter Warehouse Company. The Court disagreed, stating:

It is the duty of courts to give effect to deeds made in good faith rather than destroy them on technical grounds . . . to hold that the slight change in the name of the corporation should defeat the deed would be to refuse to regard the intention of all parties concerned for the sake of an attenuated technicality.

Sumter Tobacco Warehouse Co., 56 S.E. at 656.

In *Cobb* the Court espoused the same principals in a contract case with facts similar to the case at bar. There, the plaintiff was incorporated under the name "Cobb & Seal Shoe Store," but did business under the name "Cobb & Seals." A policy of fire insurance was issued in the d/b/a name instead of the corporate name, and the defendant asked the court to hold, as a matter of law, that Cobb & Seal Shoe Store could not recover under a policy issued to "Cobb & Seals." The Court ruled in favor of the plaintiff, explaining:

If the real meaning of the contract was to insure the corporate property for the benefit of the corporation, designating the corporation as Cobb & Seals, instead of using its true corporate name, cannot have any effect to relieve the insurer from liability. . . . Evidence that there was no such legal entity as Cobb & Seals, and that the defendant's agent, before issuing the policy, knew that the property was owned by the corporation, Cobb & Seal Shoe Store, tended strongly to show the failure to use the true corporate name in the policy was a mere inadvertence, and that "Cobb & Seals," in the contract, meant the corporation.

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Cobb, 58 S.E. at 1099.

Furthermore, it has long been recognized in this state that a corporation may be known by several names in the transaction of its general business. See, *McCall v. IKON*, 363 S.C. 646, 652, 611 S.E.2d 315, 318 (2005) (citing *Long v. Carolina Baking Co.*, 193 S.C. 255, 259, 8 S.E.2d 326, 332 (1939)). The Reporter's Comments following, S.C. Code Ann. §33-4-101, provide:

Under this section, the corporation must merely 'file' a distinguishable name. It may, but does not have to, use this name in dealing with the public."

The Court in *Long* noted:

"A corporation . . . may have or be known by several names in the transaction of

its general business so that it may enforce, as well as be bound by, contracts entered into in an adopted named other than the regular name under which it was incorporated."

Long, 8 S.E.2d at 332 (citing 13 Am.Jur. 270).

Here, there is ample evidence that the parties to the transactions at issue viewed BC Fund, LLC and BC Fund and Management, LLC as one in the same, and that BC Fund and Management, LLC – through its principal and agents – prominently and unmistakably held itself out as BC Fund, LLC: the sign outside of William Smith's office; the business plan used by Bobby Bellamy and William Smith; Bobby Bellamy filed verified *pro se* pleadings; corporate documents in the Mr. Umstead's file; the company's taxpayer identification number was used at closing when the property was transferred from BC Fund to Tyrone Davis; Bobby Bellamy's own testimony referencing BC Fund as William Smith's company at least 3 times; and Bellamy, Davis, Mr. Umstead, and Victoria Pitts all testified that "BC Fund and Management, LLC" and "BC Fund, LLC" were the same entity. Most importantly, testimony from Bellamy showed that while he may have been swindled by the overreaching, fraudulent schemes of Smith, he freely and knowingly conveyed his property by quitclaim deed to BC Fund, LLC. Therefore, while "BC Fund, LLC" may merely have been a d/b/a of BC Fund and Management, LLC, there is clear evidence that failure to use the full corporate name on the deeds was a mere inadvertance, that no party was misled or otherwise prejudiced by the use of "BC Fund, LLC" instead of "BC Fund and Management, LLC." The names used were intended as the names of the parties to be bound or to receive benefits.

As such, the BC Fund Deed should not be declared null and void. That deed was a conveyance of the Subject Property by Bellamy to BC Fund and Management, LLC.

2. Concerning the affirmative defense to the reformation cause of action that the Plaintiff lacks standing to request the reformation of the BC Fund Deed.

In the responsive pleadings, Bellamy alleges, as an affirmative defense that the Plaintiff lacks standing to reform the BCFund Deed because the Plaintiff was not a party to the written document or in privity with a party to that Deed.

Plaintiff, as a subsequent grantee or mortgagee of the Subject Property, is in privity with Bellamy under South Carolina law. "[A] deed may be reformed ... if a mistake of description occurs in a series of conveyances, under circumstances that would entitle any one of the vendees to a reformation as against the original vendor. This statement of the law is based upon the principle that parties to deeds—vendors and vendees—in a series of conveyances may claim privity with each other." *Chisolm v. Pryor*, 207 S.C. 54, 59, 35 S.B.2d 21, 23 (1945).

"Reformation may be had not only by the original parties to the instrument, but also by a real party in interest claiming privity with a party to the instrument such as a grantee or an assignee," 66 Am.Jur.2d *Reformation of Instruments* § 60. Furthermore, "[a] grantee of property succeeds to the grantor's right to maintain a suit to reform a prior deed." *Id.*

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The BC Fund Deed, on its face, shows that Bellamy conveyed his interest in the property to an entity known as "BC Fund, LLC." The Davis Deed, on its face, shows that "BC Fund, LLC" then conveyed its interest to Davis, who then granted the Mortgage to Plaintiff. These public records, taken together, show that Plaintiff has privity with Bellamy.

3. Concerning the affirmative defense to the reformation cause of action that the BC Fund Deed cannot be reformed because there was no consideration for the transfer.

The BC Fund Deed states that the consideration for the transfer is "...the sum of Five and No/100 Dollars (\$5.00) and no other consideration..." However, at trial Bellamy testified that

the Subject Property was transferred to BC Fund, LLC as his contribution to the low income housing construction enterprise that he freely entered with Smith. The actual and bargained-for consideration for the BC Fund Deed was the recited \$5.00 and Bellamy's interest in his enterprise with Smith.

4. Concerning the affirmative defense that the Plaintiff's cause of action for reformation is barred by the doctrine of laches.

"The equitable doctrine of laches is defined as 'neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done.'" Robinson v. Estate of Harris, 389 S.C. 360, 372, 698 S.E.2d 801, 807 (2010), quoting, Hallums v. Hallums, 296 S.C. 195, 198, 371 S.E.2d 525, 527 (1988). "Under the doctrine of laches, if a party, knowing his rights, does not seasonably assert them, but by unreasonable delay causes his adversary to incur expenses or enter into obligations or otherwise detrimentally change his position, then equity will ordinarily refuse to enforce those rights." Robinson, 296 S.C. at 372, 689 S.E.2d at 807, citing, Chambers of S.C., Inc. v. County Council of Lee County, 315 S.C. 418, 421, 434 S.E.2d 279, 280 (1993). The party alleging laches must show (1) delay, (2) the delay was unreasonable under the circumstances, and (3) resulting prejudice. Robinson, 296 S.C. at 372, 689 S.E.2d at 807, citing, Hallums, 296 S.C. at 199, 371 S.E.2d at 528.

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There was no evidence offered as to when the Plaintiff discovered that its mortgagor's grantor was referred to, in the applicable deeds in the chain of title, as BC Fund, LLC and not BC Fund and Management, LLC. The initial reformation request from the Plaintiff was to correct an error in the property description. The Plaintiff did not request a reformation to clarify that BC Fund, LLC was the same entity as BC Fund and Management, LLC until after Bellamy claimed

in his pleadings that the BC Fund Deed was a nullity. Therefore, it appears from the pleadings alone that the Plaintiff did not discover the need to reform the BC Fund Deed to address the name of the Grantor until the pleadings were filed in this matter.

Bellamy also did not provide evidence that the delay in requesting reformation was unreasonable and that there was resulting prejudice. As such, Bellamy has failed to demonstrate that the defense of laches would preclude this Court from awarding the Plaintiff the reformation relief requested.

The Court also notes that the attorney who closed the mortgage loan transaction that created the Mortgage discovered the issue concerning discrepancy between the name of the grantee on the BC Fund Deed and the registered name of the entity BC Fund and Management, LLC. The closing attorney timely addressed that discrepancy by assisting BC Fund and Management, LLC with the creation of corporate documentation that made it clear that BC Funds and Management, LLC did business using the trade name "BC Fund, LLC". BC Fund and Management, LLC created this documentation prior to the transfer of the Subject Property to Davis. As such, even if the Plaintiff knew of the issue relating to the trade name before Bellamy raised it in his pleadings, a fact not in evidence, it would have had every reason to believe that the matter had been resolved by that closing attorney.

5: Concerning the Plaintiff's request for reformation.

A contract can be reformed if there is material mistake and the mistake is mutual between the parties to the contract. *Independent Nat'l Bank v. Buncombe Prof'l Park, LLC*, 402 S.C. 514, 471 S.E.2d 572 (Ct.App. 2012) (quoting *George v. Empire Fire & Marine Ins. Co.*, 344 S.C. 582, 590, 545 S.E.2d 500, 504 (2001) (quoting *Crosby v. Protective Life Ins. Co.*, 293 S.C. 203, 206, 359 S.E.2d 298, 300 (Ct. App. 1987)). An instrument may be reformed to correct mistakes in

the names of the parties. 66 Am.Jur.2d *Reformation of Instruments* § 51.

The Plaintiff seeks reformation of the property description in the BC Fund Deed, the Davis Deed and the Mortgage. No party contests that relief and it should be granted.

The Plaintiff also seeks reformation of the name of the grantee in the BC Fund Deed and the name of the grantor in the Davis Deed. As I found earlier in this Order when addressing the Bellamy Counterclaim and affirmative defenses, Bellamy freely and knowingly conveyed the Subject Property to BC Fund, LLC. Therefore, while "BC Fund, LLC" may have been a d/b/a of BC Fund and Management, LLC, there is clear evidence that failure to use the full corporate name on the deeds was an inadvertence and a mistake and no party was misled or otherwise prejudiced by the use of "BC Fund, LLC" instead of "BC Fund and Management, LLC." The names used were intended as the names of the parties to be bound or to receive benefits. Reformation of the name of the grantee in the BC Fund Deed and the name of the grantor in the Davis Deed so that both reflect the name "BC Fund and Management, LLC" in place of "BC Fund, LLC" is appropriate and should be ordered.

LS
GPH

6. Concerning the Plaintiff's request for judgment on the Note and foreclosure of the Mortgage.

The Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The caption of this matter should be revised to replace the Defendant identified as "United States of America through its Agency - Internal Revenue Service" with "United States of America".

2. Bellamy's request for declaratory relief is denied.

3. The description of the Subject Property in the BC Fund Deed, the Davis Deed and the Mortgage is reformed so that the property description in each shall read:

ALL THAT certain piece, parcel or tract of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Starting at a stake on the corner of Sea Mountain Highway and bounded on the South by Tract B, owned by Tommy J. Bellamy, on the West by North Pointe Development, on the North by Tract D owned by Linda B. Nichols, on the East by Sea Mountain Highway.

4. The language describing the derivation of the BC Fund Deed, the Davis Deed and the Mortgage shall not change.

5. The BC Fund Deed is reformed to reflect that the grantee in that deed is BC Fund and Management, LLC, d/b/a BC Fund, LLC.

6. The Davis Deed is reformed to reflect that the grantor in that deed is BC Fund and Management, LLC, d/b/a BC Fund, LLC.

LP
OK

6. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of Two Hundred Forty Thousand Four Hundred Fifty-Eight and 46/100 Dollars (\$240,458.46) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

7. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the current rate of 7.500% percent per annum.

8. That the Defendant liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

9. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master in Equity at public auction at the Horry County Justice Center, 1301 2nd Ave., 3rd Floor Conway, SC 29526 in Horry County, South Carolina, on some convenient sales day hereafter, on the following terms, that is to say:

A. **FOR CASH:** The Master in Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, 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 to the day of compliance at the current rate of 7.500% percent.

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

D. The above referenced instrument constitutes a first mortgage lien and is purchase money mortgage with the proceeds of the loan being used to purchase the property.

E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

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/

F. If the successful bidder is a third party other than the Plaintiff, interest on the balance of the bid shall be paid to the date of compliance at the rate listed in the figures above.

10. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

11. The Plaintiff has judgment against the Defendant(s), Tyrone Davis, for the full amount found to be due the Plaintiff on the note and mortgage, with right to enter a personal judgment against the Defendant(s), Tyrone Davis, for any deficiency in this action remaining after sale of the mortgaged premises.

12. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).

13. That the Master in Equity will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that 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 premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

14. That the Master in Equity will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

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

NEXT: Any surplus will be held pending further order of the court.

15. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Horry County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

22
SPT

16. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

17. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record.

18. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Master in Equity

is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

19. The Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

20. Upon issuance of a Master in Equity's Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to M&T Bank by Tyrone Davis, dated November 16, 2007 and recorded November 19, 2007, in Mortgage Book 4996 at page 1970.

21. The following is a description of the premises herein ordered to be sold:

ALL THAT certain piece, parcel or tract of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Starting at a stake on the corner of Sea Mountain Highway and bounded on the South by Tract B, owned by Tommy J. Bellamy, on the West by North Pointe Development, on the North by Tract D. owned by Linda B. Nichols, on the East by Sea Mountain.

This being a portion of the same property conveyed to Sheila B. Goff, Linda B. Nichols, Bobby G. Bellamy and Tommy J. Bellamy by Deed of Distribution of Estate of Lela Bellamy Young dated December 27, 2006 and recorded December 28, 2006 in the Register of Deeds Office for Horry County, State of South Carolina, Book 3207 at Page 2080. Thereafter, Linda B. Nichols, Sheila B. Goff and Tommy J. Bellamy conveyed the subject property to Bobby J. Bellamy, dated January 3, 2007 and recorded January 9, 2007 in the Register of Deeds Office for Horry County, State of South Carolina in Book 3211 at Page 1955. Thereafter Bobby J. Bellamy conveyed the subject property to BC Fund, LLC dated June 29, 2007 and recorded on July 18, 2007 in the Register of Deeds Office for Horry County, State of South Carolina, in Book 3261 at Page 2091. Thereafter, BC Fund, LLC conveyed the subject property to Tyrone Davis by deed dated November 16, 2007 and recorded on November 19, 2007 in the Register of Deeds Office for Horry County, State of South Carolina in Book 3294 at Page 817.

Handwritten initials/signature

3664 SEA MOUNTAIN HIGHWAY
LITTLE RIVER, SC 29566
TMS# 130-00-01-219

22. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

23. No decision is entered on Bellamy's third party complaint against Smith.

JUDGE'S SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2018 May 04 3:32 PM - Horry - COMMON PLEAS - CASE#2011CP2801809

~~CSA~~
~~CSA~~

Notice of Sale

C/A No: 2011-CP-26-01809

BY VIRTUE OF A DECREE of the Court of Common Pleas for Horry County, South Carolina, heretofore issued in the case of M&T Bank vs. Tyrone Davis, Bobby J. Bellamy, BC Fund and Management, LLC d/b/a BC Fund, LLC, and United States of America; Bobby J. Bellamy, Third Party Plaintiff vs. William O. Smith, Third Party Defendant. I, the undersigned as Master in Equity for Horry County, will sell on at September 4, 2018, at the Horry County Justice Center, 1301 2nd Ave., 3rd Floor Conway, SC 29526, Horry County, South Carolina, to the highest bidder:

Legal Description and Property Address:

ALL THAT certain piece, parcel or tract of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Starting at a stake on the corner of Sea Mountain Highway and bounded on the South by Tract B, owned by Tommy J. Bellamy, on the West by North Pointe Development, on the North by Tract D, owned by Linda B. Nichols, on the East by Sea Mountain.

This being a portion of the same property conveyed to Sheila B. Goff, Linda B. Nichols, Bobby G. Bellamy and Tommy J. Bellamy by Deed of Distribution of Estate of Lela Bellamy Young dated December 27, 2006 and recorded December 28, 2006 in the Register of Deeds Office for Horry County, State of South Carolina, Book 3207 at Page 2080. Thereafter, Linda B. Nichols, Sheila B. Goff and Tommy J. Bellamy conveyed the subject property to Bobby J. Bellamy, dated January 3, 2007 and recorded January 9, 2007 in the Register of Deeds Office for Horry County, State of South Carolina in Book 3211 at Page 1955. Thereafter Bobby J. Bellamy conveyed the subject property to BC Fund, LLC dated June 29, 2007 and recorded on July 18, 2007 in the Register of Deeds Office for Horry County, State of South Carolina, in Book 3261 at Page 2091. Thereafter, BC Fund, LLC conveyed the subject property to Tyrone Davis by deed dated November 16, 2007 and recorded on November 19, 2007 in the Register of Deeds Office for Horry County, State of South Carolina in Book 3294 at Page 817.

3664 SEA MOUNTAIN HIGHWAY
LITTLE RIVER, SC 29566
TMS# 130-00-01-219

TERMS OF SALE: For cash. Interest at the current rate of Seven and 50/100 (7.50%) to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for
Page 1 of 2 Firm Case No: 1146352 (IFCS.CAE)

RENEE H. ELWIS
CLERK OF COURT
HORRY COUNTY, SC
CERTIFIED COPY

papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Master in Equity for Horry County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Master in Equity shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.

~~AP~~


Cynthia Graham Howe
Master in Equity for Horry County

Conway, South Carolina
August 29, 2018
Hutchens Law Firm
P.O. Box 8237
Columbia, SC 29202
803-726-2700

RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

CERTIFIED COPY

ELECTRONICALLY FILED - 2019 Sep 03 8:56 AM - Horry - COMMON PLEAS - CASE#2011CP2601809

STATE OF SOUTH CAROLINA

COUNTY OF Horry

M & T Bank,

PLAINTIFF,

vs.

Tyrone Davis et al.,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

DOCKET NO 2011-CP-26-01809

ASSIGNMENT OF BID

Sold to: Coastal Resort Properties, LLC

Date: September 4, 2018

Amount of bid: \$105,000.00

The above-referenced bid hereby is assigned to Leticia LLC, its successors and/or assigns, and the Master is Equity for Horry County is hereby directed, upon payment of the costs and crediting the balance of the bid on Plaintiff's indebtedness, to execute and deliver the deed of conveyance unto said Assignee.

Coastal Resort Properties, LLC

By: *Alton Swann*
Alton Swann, Manager

Myrtle Beach, South Carolina
August 29, 2019

RENEE R. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

CERTIFIED COPY


STATE OF SOUTH CAROLINA)
)
HORRY COUNTY)
)
M & T Bank,)
)
Plaintiff,)
)
vs.)
)
Tyrone Davis, et al.,)
)
Defendants.)

**IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT**

CIVIL ACTION NO.: 2011-CP-26-01809

**MASTER IN EQUITY'S REPORT
ON SALE AND DISBURSEMENTS**

- 1*
1. Pursuant to Order of Court and after due notice and advertisement, the undersigned office sold the property, subject of this action, on sales day, **September 4th, 2018**, to **Leticia LLC**, its successors and assigns, for the sum of **One Hundred Five Thousand and No/100 (\$105,000.00) dollars**. This was the highest bid made on sales day.
 2. I have executed and delivered to **Leticia LLC**, its successors and/or assigns, a good and sufficient deed of conveyance.
 3. The following costs have been incurred and funds received and disbursed as set out in Exhibit A.
 4. All the funds having been disbursed, I hereby order the file closed and the case ended.



 HONORABLE CYNTHIA GRAHAM HOWE
 MASTER IN EQUITY FOR HORRY COUNTY

September 3, 2019
Conway, South Carolina

RECEIVED
OCT 17 2019
SC Court of Appeals

"EXHIBIT A"

CIVIL ACTION NUMBER:2011-CP-26-1809

AMOUNT OF BID: **\$ 105,000.00**

RECEIPTS:

Master's Commission	\$	1,050.00
Paid by Third Party	\$	103,950.00
Interest Paid	\$	7,359.50

TOTAL RECEIPTS: **\$ 112,359.50**

2
CPK

DISBURSEMENTS:

Master's Commission	\$	1,050.00
Disbursed to Plaintiff (Hutchens Law Firm)	\$	111,309.50

TOTAL DISBURSED: **\$ 112,359.50**

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

Leticia, LLC,)

Movant,)

In Re:)

M&T Bank,)

Plaintiff,)

vs.)

Tyrone Davis; Bobby J. Bellamy; BC Fund
And Management, LLC d/b/a BC Fund, LLC
And United States of America;)

Defendants.)

Bobby J. Bellamy,)

Third Party Plaintiff,)

Vs.)

William O. Smith,)

Third Party Defendant,)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
C/A NO.: 2011-CP-26-01809

WRIT OF ASSISTANCE

RECEIVED

OCT 17 2019

SC Court of Appeals

This matter is before me on the motion of Leticia, LLC, the Movant and Grantee under the foreclosure deed, seeking to remove the Defendants, Tyrone Davis, Bobby J. Bellamy, any tenants claiming under them, and any other occupant of 3672 Sea Mountain Highway, Little River, SC 29566, and all of their personal property located within or on the subject premises.

The Plaintiff commenced a foreclosure action against the Defendant(s) for the purpose of foreclosing a mortgage attached to the following real property:

ALL THAT certain piece, parcel or tract of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Starting at a stake on the corner of Sea Mountain Highway and bounded on the South by Tract B, owned by Tommy J. Bellamy, on the West by North Pointe Development, on the North by Tract D, owned by Linda B. Nichols, on the East by Sea Mountain.

Being the property conveyed to the Mortgagor herein by Deed recorded simultaneously herewith.

Tax Map No.: 130-00-01-219

Property Address: 3672 Sea Mountain Highway, Little River, SC 29566

The undersigned has jurisdiction over this matter pursuant to the Order of Reference filed March 13, 2015. A Master's Report and Order of Foreclosure and Sale was issued by this Court on May 4, 2018 and the subject property was sold at public auction in accordance with the Order of Foreclosure on September 4, 2018. The Movant, Leticia, LLC, is the Grantee pursuant to the foreclosure deed recorded September 4, 2019 pursuant to the public sale of the subject property on September 4, 2018 and is entitled to possession of the subject property. The Defendant(s) Tyrone Davis, Bobby J. Bellamy, or others claiming through the Defendant(s) still occupy and have within the premises certain items of personal property and furniture which they have failed and refused to remove from the premises although they have been informed that the property is now owned by Movant Leticia, LLC.

Movant Leticia, LLC, is entitled to possession of the property as Grantee under the foreclosure deed recorded September 4, 2019.

Movant, Leticia, LLC, is entitled to a Writ of Assistance to remove the Defendant(s) Tyrone Davis, Bobby J. Bellamy, together with any and all persons whatsoever claiming under them and all of their personal belongings from the subject premises and to put Leticia, LLC in possession thereof.

IT IS THEREFORE ORDERED that Movant, Leticia, LLC, be and is entitled to recover possession of the subject property described above.

IT IS FURTHER ORDERED that after service of a copy of this Order, the Sheriff of Horry County, South Carolina, or his authorized deputies, be, and are hereby, directed and authorized to enter upon the aforescribed premises, by force if the same be necessary, at a date and time to be determined by the Sheriff, and seize the said premises and to remove therefrom any and all such persons who may be occupying the same, together with all their possessions and personal property, including the Defendant(s), Tyrone Davis, Bobby J. Bellamy,, any tenants claiming under them, to put Movant Leticia, LLC in full peaceful and quiet possession of the premises without delay, and thereafter, and make immediate return to the undersigned showing how this Order has been executed.

AND IT IS SO ORDERED.

Ralph P. Stroman
Special Referee for Horry County

Conway, South Carolina
_____, 2019



Horry Common Pleas

Case Caption: M&T Bank , plaintiff, et al VS Tyrone Davis , defendant, et al
Case Number: 2011CP2601809
Type: Special Referee/Order/Writ of Assistance

So Ordered

s/Ralph P. Stroman, 2098, Special Referee for
Horry County

Electronically signed on 2019-09-09 13:15:07 page 4 of 4

ELECTRONICALLY FILED - 2019 Sep 09 3:23 PM - HORRY - COMMON PLEAS - CASE#2011CP2601809



A certified true copy, attest

Marion D. Foxworth, III

Marion D. Foxworth, III
Registrar

Instrument#: 2007000004846, DEED BK: 3211 PG: 1955 DOCTYPE: 001 01/09/2007 at
04:42:10 PM, 1 OF 6; EXEMPT, BALLENGER V. SKIFFER, HORRY COUNTY, SC REGISTRAR OF
DEEDS How TUS 410000178
02/17/07 02:00:00

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) DEED
)

KNOW ALL MEN BY THESE PRESENTS,

That LINDA B. NICHOLS, SHEILA B. GOFF AND

TOMMY J. BELLAMY, Grantors, of all our undivided $\frac{1}{4}$ interest in
3.39 acres, in the State of South Carolina, in consideration of the sum of
Five Dollars (\$5.00) to us in hand paid by BOBBY J. BELLAMY, Grantee, of
Horry County, State of South Carolina, the receipt of which is hereby
acknowledged, have remise, released and quitclaimed and by these
presents do remise, release and quitclaim unto Grantee the following
described property, described premises in the County of Horry, State of
South Carolina.

AND ALL SINGULAR that certain piece, parcel or tract of land, situated,
lying and being in Little River Township, County of Horry, State of South
Carolina, being more particularly shown and designated on the west side of
Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more
or less. Starting at a stake on the corner of Sea Mountain Highway and
bounded on the South by Tract B owned by Tommy J. Bellamy, on the West
by North Pointe Development, on the North by Tract D owned by Linda B.
Nichols, on the East by Sea Mountain Highway.

This is a portion of property conveyed to Charles Bellamy by Floyd and Essie
Bellamy by deed 2/1/58, recorded in Deed Book 201 at page 362 and then later
conveyed from Lela Bellamy estate to heirs in deed book 3207, page 2080 in the
office of the Registrar of Mesne Conveyances for Horry County. This property is



A certified true copy, attest

Marion D. Foxworth, III

Marion D. Foxworth, III

Registrar

Instrument#: 2007000004846, DEED BK: 3211 PG: 1956 DOCTYPE: 001 01/05/2007 at 04:42:10 PM, 2 OF 6, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

shown as Tract C on a map of the Bellamy Family estate lands, dated August 14, 2006, by JWH engineering.

Grantee's Address: Bobby J. Bellamy
3664 Sea Mountain Highway
Little River, S.C. 29566

Grantor's addresses: Linda B. Nichols
3658 Sea Mountain Highway
Little River, S.C. 29566

Tommy J. Bellamy
3684 Sea Mountain Highway
Little River, S.C. 29566

Sheila B. Goff
3682 Sea Mountain Highway
Little River, S.C. 29566

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging, or in anywise incident or appertaining. TO HAVE AND TO HOLD all and singular the premises before mentioned unto Bobby J. Bellamy, his heirs and assigns, forever. And we do hereby bind our Heirs and Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said: Bobby J. Bellamy, his heirs and assigns, against ourselves and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part



A certified true copy, attest

Marion D. Foxworth, III

Marion D. Foxworth, III

Registrar

Instruments: 2007000004846, DEED BK: 3211 PG: 1957 DOCTYPE: 001 01/09/2007 at
04:42:10 PM, 3 OF 6, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF
DEEDS

thereof.

Witness the execution hereof by the Grantors herein this 3rd day of:

January, in the year of our Lord Two Thousand Seven and in the Two
Hundred Thirteenth year of the Sovereignty and Independence of the United

States of America.

Signed, Sealed and Delivered

Natalie M. Smith

Sheila B. Goff
SHEILA B. GOFF

Linda B. Nichole
LINDA B. NICHOLE

Tommy J. Bellamy
TOMMY J. BELLAMY



A certified true copy, attest

Marion D. Foxworth, III

Marion D. Foxworth, III
Registrar

Instrument#: 2007000004846, DEED BK: 3211 PG: 1960 DOCTYPE: 001 01/09/2007 at
04:42:10 PM, 6 OF 6, EKEMPE, BALLERY V. SWIPER, HORRY COUNTY, SC REGISTRAR OF
DEEDS

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF HORRY)

PERSONALLY appeared before me, Amy Cannon, and made oath
that he saw the within named SHEILA B. GOFF, Sign, Seal and HRR Act and
Deed Deliver the within written Deed, and that she with Nataliegh Winter
witnessed the execution thereof.

Sworn to me before this

Sheila B. Goff

3rd day of Jan, 2007.

[Signature]
Notary Public for South Carolina

My Commission expires: 4-1-11

TMS Number copy#
1318007219

QUITCLAIM DEED

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

KNOW ALL MEN BY THESE PRESENTS, THAT, I/we Bobby J. Bellamy, the Grantor(s), for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and no other consideration to the Grantor(s) in hand paid at and before the sealing of these presents by BCFUND LLC, the Grantee(s), in the state aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by BCFUND LLC, his heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL THAT CERTAIN piece, parcel, or tract of land ~~quats~~, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Situated at a stake on the corner of sea Mountain Highway and bounded on the south by Tract B owned by Tommy J. Bellamy, on the east by North Pointe Development, on the North by Tract D owned by Linda B. Nichols, on the east by Sea Mountain Highway.

This is a portion of property conveyed to Charles Bellamy by Floyd and Essie Bellamy by deed 2/1/58, recorded in Deed Book 201 at page 362 and then later conveyed from Lela Bellamy estate to heirs in deed book 3207, page 2080 in the office of the Register of Marine Conveyances for Horry County. This property is shown as Tract C on a map of the Bellamy Family estate lands, dated August 14th 2006 by JWH engineering.

Tax Map # 130-00-01-042

Grantee's Address 401 Broadway Suite 101
Myrtle Beach SC 29577

Grantor's Address Bobby J. Bellamy
3664 Sea Mountain Highway
Little River, S.C 29566

TOGETHER WITH all and singular the rights, members hereditaments and appurtenances to the
said premises belonging, or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said
BGFUND LLC, his heirs and assigns, nor any other person or persons, claiming under him, shall at any
time hereafter, by and way or means, have, claim or demand any right or title to the aforesaid premises or
appurtenances, or any part of parcel thereof, forever.

WITNESS their hands and seals this 29 day of June, 2007

Signed, Sealed and Delivered
In the presence of

James D. Simone
1st Witness

Felby Pullman
2nd Witness / NOTARY

Stan L. Stubbs
2nd Witness / NOTARY

I the undersigned, and Notary Public for South Carolina hereby certify that Carlos Cooper
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29 day of June, 2007.

Stan L. Stubbs

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located in the county of Horry as shown on a plat of a division of lands of Bellamy Estate bearing Horry County Tax Map Number 103-00-01-042

was transferred by Bobby L. Bellamy on _____

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) _____ exempt from the deed recording fee because (See Informational section of affidavit):
DEED TRANSFER

(If exempt, please check items 4 - 7, and go to item 8 of this affidavit. If exempt under exemption #14 as described in the Informational section of this affidavit, did the grant and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the state? Check Yes _____ or No _____)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Informational section of this affidavit):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth to the amount of _____.
- (b) _____ The fee is computed on the fair market value of the state which is _____.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, interest of realty before the transfer and remained on the land, interest, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 5 above here: _____
- (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (c) Subtract line 6(b) from line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a competent person who was connected with the transaction as:

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Bobby Bellamy
Affiant's Printed Name Connected with the Transaction

SWORN to before me this 29
day of JUNE year of 2007
Stan X. Statler

Bobby Bellamy
Print or Type the above name here

Notary Public for SC
My Commission Expires: Statler

Stan X. Statler

TMS Number 130001219

FILE NO: 2007-RE-3033

PREPARED BY:
SCOTT B. UMSTEAD, PA
4226 Mayfair Street, Suite 100
Myrtle Beach, SC 29577
Tax Map No. 130-00-01-219

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I/we, BC Fund LLC, in the State aforesaid, for and in consideration of the sum of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00), unto me/us paid by Tyrone Davis, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said Tyrone Davis, his heirs and assigns, forever, in fee simple, the following described property, to wit:

ALL THAT certain piece, parcel, or tract of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Starting at a stake on the corner of Sea Mountain Highway and bounded on the south by Tract B owned by Tommy J. Bellamy, on the east by North Pointe Development, on the North by Tract D owned by Linda B. Nichols; on the east by Sea Mountain Highway.

This being the identical property conveyed to BC Fund LLC by deed from Bobby J. Bellamy, dated June 29, 2007 and recorded July 18, 2007 in Deed Book 3261 at Page 2091, records of Horry County, South Carolina.

Tax Map #: 130-00-01-219

Grantee Address: 1921 South Island Road
Georgetown, SC 29440

TOGETHER WITH all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Tyrone Davis, his heirs and assigns, forever, in fee simple.

AND I/we do hereby bind my/our their heirs and assigns, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Tyrone Davis, his heirs and assigns, forever, in fee simple, against me/us and my/our heirs and assigns against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF our Hands and Seals this 16th day of November, 2007.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Melissa D. Truher
Witness (1)

BC Fund LLC

By William O. Smith

Its: Sole Member

Melissa D. Truher
Witness (2) - maybe same person as Notary

STATE OF South Carolina

COUNTY OF Horry

)
) ACKNOWLEDGEMENT
) (S.C. CODE ANN. 30-5-30 (B) (C))

I, the undersigned, a Notary Public for South Carolina hereby certify that
William O. Smith as Sole Member of BC Fund LLC personally appeared before me
this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 16th day of November, 2007.

Melissa D. Truher
NOTARY PUBLIC FOR SC
MY COMMISSION EXPIRES: 6/16/14

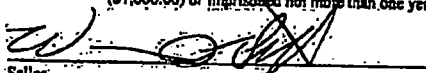
STATE OF SOUTH CAROLINA

COUNTY OF HORRY

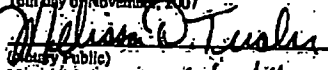
AFFIDAVIT

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

1. I have read the information on this Affidavit and understand such information.
2. The property being transferred is located at 3664 Sea Mountain Hwy (Lot "C" Bellamy Family Estates), Little River, SC 29566, bearing Horry County Tax Map Number 130-00-01-219, was transferred by BC Fund LLC to Tyrone Davis on November 16, 2007.
3. The Deed is (Check One):
 - a. subject to the Deed recording fee as a transfer for consideration pair of to be paid in money or in money's worth \$170,000.00
 - b. subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity and stockholder, partner or owner of the entity, or in a transfer to a trust or as a distribution to a trust beneficiary.
 - c. exempt from the deed recording fee because (see information section of Affidavit): _____
(if exempt, please skip to items 4-7, and go to item 8 of this Affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked:
 - a. the fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$170,000.00
 - b. the fee is computed on the fair market value of the realty which is \$ _____
 - c. the fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$ _____
6. The Deed recording fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$170,000.00
 - b. Place the amount listed in item 5 above here: \$0
 - c. Subtract Line 6(b) from Line 6(a) and place result here: \$170,000.00
7. The Deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$629.00
8. As required by Code § 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller
9. I further understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand and no/100 Dollars (\$1,000.00) or imprisoned not more than one year, or both.


Seller:

SWORN to before me this
16th day of November, 2007


(Notary Public)
My commission expires: 12/31/14

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a realty of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

subject property by Deed to Bobby J. Bellamy dated January 3, 2007 and recorded January 9, 2007 in the Register of Deeds Office for Horry County, State of South Carolina in Book 3211 at Page 1955. Thereafter, Bobby J. Bellamy conveyed the subject property by Deed to BC Fund, LLC dated June 29, 2007 and recorded on July 18, 2007 in the Register of Deeds Office for Horry County, State of South Carolina, in Book 3261 at Page 2091. Thereafter, BC Fund, LLC conveyed the subject property to Tyrone Davis by Deed dated November 16, 2007 and recorded November 19, 2007 in the Register of Deeds Office for Horry County, State of South Carolina in Deed Book 3294 at Page 817.

Property Address: 3672 Sea Mountain Highway, Little River, SC 29566

TMS#: 130-00-01-219

This Conveyance is Made Subject to Taxes, Assessments, Easements, Restrictions, Covenants, and Conditions of Record, Including Matters Shown on Recorded Plats.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining, and the reversions, remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, possession, property, benefit, claim and demand whatsoever, both in law and in equity, of the said Tyrone Davis, Bobby J. Bellamy, BC Fund and Management, LLC d/b/a BC Fund, LLC, and United States of America; Bobby J. Bellamy, Third Party Plaintiff vs. William O. Smith, Third Party Defendant, and of all of the parties to the said suit and of all other persons rightfully claiming or to claim the same, or any part thereof, by, from, or under them or through either of them.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, its successors and assigns forever.

WITNESS my Hand and Seal this 3rd day of September, 2019.

Cynthia Graham Howe
Cynthia Graham Howe, Master in Equity for Horry County, South Carolina

Signed, Sealed and Delivered in the Presence of:

Susan F. Stone
Witness (1)

Cathy R. Sneed
Witness (2)

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 3rd day of September, 2019, by Cynthia Graham Howe, Master in Equity for Horry County, South Carolina.

SWORN to before me this 3rd day of September, 2019.

Cathy R. Sneed
Notary Public for the State of South Carolina
My Commission Expires: Jun 27, 2024

Cathy L. Sneed

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS


STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and states:

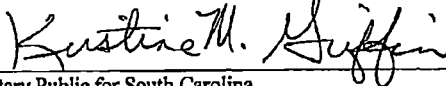
1. I have read the information on the back of this affidavit and the corporation understand such information.
2. The property being transferred is located at 3672 Sea Mountain Highway, Little River, SC 29566, bearing Horry County Tax Map Number 179-39-01-047, and was transferred by Master in Equity to Leticia LLC on Sept. 3, 2019.
3. Check one of the following: The deed is
 - (a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information section of affidavit):

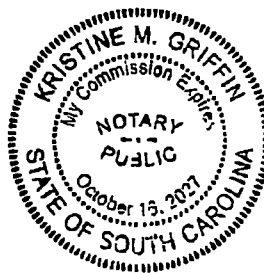
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 105,000.00.
 - (b) The fee is computed on the fair market value of the realty which is \$.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$.
5. Check Yes or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$ 0.00.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: 105,000.00
 - (b) Place the amount listed in item 5 above here: 0.00
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: 105,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$388.50.
8. As required by Code Section 12-24-70, I am a responsible person who was connected with the transaction as: Seller.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned no more than one year, or both.


Robert H. Gwin III

SUBSCRIBED and sworn to before me this 3RD day of Sept., 2019.


Notary Public for South Carolina (SEAL)
My Commission Expires: 10-16-2027



STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

M&T Bank,)

Plaintiff,)

v.)

Tyrone Davis, Bobby J. Bellamy, BC Fund)
and Management, LLC d/b/a BC Fund, LLC,)
and the United States of America through its)
agency - Internal Revenue Service,)

Defendants.)

Bobby J. Bellamy,)

Third-Party Plaintiff,)

v.)

William O. Smith,)

Third-Party Defendant.)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2011-CP-26-1809

AFFIDAVIT OF MELANIE
HUGGINS-WARD
CLERK OF COURT FOR HORRY COUNTY

FILED
HORRY COUNTY
2018 JUN 11 AM 9:10
MELANIE HUGGINS-WARD
CLERK OF COURT

Personally appeared before me the undersigned, who being duly sworn under oath, deposes and says:

1. My name is Melanie Huggins Ward. I am over the age of 18 and I have personal knowledge of the facts herein.
2. I am the Horry County Clerk of Court. I have been employed in this position from January 2, 2005 to the present date.
3. My duties consist of filing civil and family court documents, and being the custodian of civil, criminal, and family court documents.
4. On February 25, 2011, Plaintiff, M&T Bank, brought this action against Defendants, Tyrone Davis, Bobby J. Bellamy, and BC Fund, LLC.

Page 1 of 2



- 5. In December 2013, Plaintiff filed a Second Amended Complaint in which Plaintiff identified BC Fund, LLC as "BC Fund Management, LLC d/b/a BC Fund, LLC" in the case caption.
- 6. I have been asked to determine whether any document was filed in the Horry County Clerk's office in this matter regarding the change in designation from "BC Fund, LLC" to "BC Fund Management, LLC d/b/a BC Fund, LLC". The file in this matter, which this office maintains, does not contain nor does this office have any record that shows BC Fund, LLC and BC Fund Management, LLC d/b/a BC Fund, LLC are the same legal entity. There is also nothing in the file which indicates that the caption was formally changed by Plaintiff to reflect the change in designation from BC Fund, LLC to BC Fund Management, LLC d/b/a BC Fund, LLC.
- 7. I affirm that the foregoing is true to the best of my personal knowledge or on information and belief; I understand that the penalty for intentionally providing false information involves prosecution for perjury and the penalties associated with doing the same.

Further the affiant sayeth not.

Melanie Huggins Ward
 Melanie Huggins Ward
 Clerk of Court of Horry County.

Sworn to and subscribed before
 me this 11th day of June, 2015
Nancy B. Jones
 Notary Public for South Carolina
 My Commission Expires: 1-21-19

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of No Record

I, Mark Hammond, Secretary of State of South Carolina hereby certify that

At this time, this office can find no record of a corporation using the name:
BC FUND, LLC

Given under my Hand and the Great
Seal of the State of South Carolina this
17th day of July, 2013.

Mark Hammond
Mark Hammond, Secretary of State

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

Appeal from Horry County

Judge Cynthia Graham Howe, Master-in-Equity

Ralph P. Stroman, Special Referee for Horry County

C/A NO. 2011-CP-26-01809

Leticia, LLC, Movant,

In Re:

M&T Bank, Plaintiff,

v.

**Tyrone Davis; Bobby J. Bellamy; BC Fund and
Management LLC d/b/a BC Fund, LLC, Defendants.**

And

M&T Bank, Respondent,

v.

**Tyrone Davis, Bobby J. Bellamy, BC Fund and
Management, LLC d/b/a BC Fund, LLC, Defendants,**

Of whom Bobby J. Bellamy is the Appellant,

And

Tyrone Davis is the Respondent.

And

Bobby J. Bellamy, Appellant,

v.

William O. Smith, Third Party Defendant.

Appellate Case No. 2022-00159

CERTIFICATE OF APPELLANT

The Appellant, Bobby J. Bellamy, Attorney Pro se certifies that the Record on Appeal contains material and matter that are previously designated to be included in the Designation of Matter under Rule 209 and 210. The Record on Appeal complies with the requirements of Rule 267. The undersigned hereby certifies that this Record on Appeal contains true materials included by Appellant in this case.

October 15, 2022



Bobby J. Bellamy Attorney Pro se
P.O. Box 1674
Little River, SC 29566 843 457-3625

RECEIVED
OCT 18 2022
SC Court of Appeals