

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HORRY)
)
 GLORIA ORMAND-WARD by and through)
 HER GUARDIAN AND CONSERVATOR,)
 CDM CORPORATION, through its)
 representative, STEPHEN MANTELL)
)
 Plaintiff)
)
 vs.)
)
 DAVID LITT, HOMEDEBONE, LLC,)
 ROSARIA A. ALAGNA aka ROSE ALAGNA;)
 CHRIS PARKER; CHICAGO LAND AGENCY)
 SERVICES, INC.; CHICAGO TITLE)
 INSURANCE COMPANY; PEREIRA)
 PARTNERS, LLC; NB LABOR, LLC dba)
 NEWMAN BROTHERS GENERAL)
 CONTRACTORS; JOHN NEWMAN; and)
 TOORAK CAPITAL, LLC;)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 C/A NO: 2021-CP-26-07668

AMENDED
 COMPLAINT

JURY TRIAL DEMANDED
 As To All Issues Triable by Jury

The above-named Plaintiff, complaining of the Defendants herein, amends her Complaint previously filed herein and alleges as follows:

Introduction

1. This is an action, brought by Gloria Ormand-Ward's (hereinafter Ms. Ward) Guardian and Conservator, *inter alia*, to set aside and to declare null and void *ab initio*, a deed allegedly conveying Ms. Ward's home to Defendant, Homedebone, LLC. Ms. Ward had lived peaceably in her home for 23 years. Plaintiff contends that the deed purportedly conveying Ms. Ward's home to Homedebone, LLC is the result of fraud and is, therefore, invalid.

2. The Plaintiff further contends that the subsequent transfers of Ms. Ward's home are invalid and should also be declared null and void *ab initio* and set aside.

The Parties

3. Ms. Ward, age 77 at the time of the filing of this action, is currently a resident of Senior Care of Marion County, South Carolina. Since September 14, 2012, Ms. Ward has been, and still is, the sole owner of the real property described as Lot 63, Providence Park at Antigua Subdivision, in the City of Myrtle Beach by quit claim deed recorded with the Horry County Register of Deeds in Deed Book 3607 at Page 1247 (see Exhibit A attached hereto and incorporated herein by reference) (hereinafter “the Home”). The Home is located within the Providence Park at Antigua Horizontal Property Regime, and subject to the governance of the Providence Park at Antigua Homeowners Association, Inc. (the “HOA”).

4. By Order dated and filed on September 24, 2021, the Horry County Probate Court, in Case No. 2021-GC-00069, found and concluded that Ms. Ward is an incapacitated adult and the Court appointed CDM Corporation, by and through its representative, Stephen Mantell, as her Guardian and Conservator (hereinafter “Guardian and Conservator”).

5. CDM Corporation is a South Carolina corporation, organized and existing under the laws of South Carolina, and is in good standing. Stephen Mantell is the principal of CDM Corporation and serves as the court-appointed Guardian and Conservator of Ms. Ward by Order dated and filed on September 24, 2021 in Horry County Probate Court Case No. 2021-GC-00069. The Guardian and Conservator brings this action on behalf of Ms. Ward.

6. Upon information and belief, Defendant David Litt (“Mr. Litt”) is a citizen and resident of the State of Illinois.

7. Upon information and belief, Defendant Homedebone, LLC was a limited liability company organized and existing under the laws of the State of Utah. Homedebone, LLC is not qualified to do business in South Carolina.

8. Upon information and belief, Rosaria A. Alagna, a/k/a Rose Alagna (“Ms. Alagna”), is a citizen and resident of Bloomingdale, Du Page County, Illinois, and has been a commissioned notary public in and for the State of Illinois since October 7, 2020.

9. On information and belief, Ms. Alagna is or was a member of Homedebone, LLC and filed the articles of organization for Homedebone, LLC that were filed with the Utah Secretary of State on May 5, 2020. (See Exhibit B attached hereto and incorporated herein by reference.)

10. Upon information and belief, Chris Parker (“Mr. Parker”) is a citizen and resident of the State of Illinois.

11. Chicago Land Agency Services, Inc. (hereinafter “CLAS”) is a corporation organized and existing under the laws of the State of Illinois. On information and belief, CLAS provides services including, but not limited to, title searches, typing services, underwriting support and general assistance in the preparation of title insurance policies to attorneys and non-attorneys as well as the filing of deeds. CLAS is not qualified to do business in South Carolina.

12. Chicago Title Insurance Company (hereinafter “Chicago Title”) is a Florida corporation and has a Certificate of Authority to write title insurance business in South Carolina.

13. Upon information and belief, Pereira Partners, LLC is a limited liability company organized and existing under the laws of the State of Wyoming formed on March 5, 2021 and is not qualified to do business in South Carolina. (See Exhibit C attached hereto and incorporated herein by reference.) This Defendant allegedly purchased the Home from Homedebone, LLC as set out below.

14. NB Labor, LLC d/b/a Newman Brothers General Contractors is a limited liability company organized and existing under the laws of the State of South Carolina and is in good standing with the State of South Carolina.

15. On information and belief, John Newman (“Mr. Newman”) is a principal of NB Labor, LLC d/b/a Newman Brothers General Contractors, and a principal of Pereira Partners, LLC, and is a citizen and resident of Horry County, South Carolina.

16. Toorak Capital, LLC is a limited liability company organized under the laws of the State of Delaware with its principal place of business in the State of New Jersey, and is named as a party herein as it may claim an interest in the Home.

Jurisdiction and Venue

17. This Court has proper jurisdiction over the subject matter and the parties of this action.

The Facts

18. Plaintiff incorporates the allegations of Paragraphs 1-17 of the Amended Complaint as if they were repeated verbatim.

19. On or about June 3, 1999, the Home was conveyed to Ms. Ward, who was then known as Gloria Ward-Goode, jointly with her mother, Ruth M. Ward, by deed recorded with the Horry County Register of Deeds in Deed Book 2151 at Page 1365.

20. On or about September 14, 2012, Ruth M. Ward, by and through her duly appointed Conservator, Jay M. Bultz, conveyed her interest in the Home to Ms. Ward by quit claim deed recorded with the Horry County Register of Deeds in Deed Book 3607 at page 1247 (Exhibit A above). Ms. Ward has owned the Home continuously since then and lived peaceably in the Home without interference and without interruption until Homedebone, LLC through CLAS, recorded a deed purporting to convey the Home to Homedebone, LLC, as more fully described below.

21. On January 31, 2019, the HOA caused a lien for \$2,550.00 plus \$500.00 attorney's fees to be placed against the Home after Ms. Ward fell behind in her homeowner association assessment payments.

22. On September 25, 2020, the HOA filed a Lis Pendens, Summons and Complaint for Foreclosure pursuant to the HOA's lien in the Court of Common Pleas for Horry County, being Civil Action 2020-CP-26-05563.

23. On information and belief, after discovering the Home was in foreclosure, and presumably after discerning that, other than the HOA's lien, there were no other liens or encumbrances on the Home, Mr. Litt contacted Ms. Ward with an offer to help her stop the foreclosure.

24. On information and belief, on or about February 4, 2021, the Defendant Homedebone LLC, prepared a Warranty Deed (*see Fig. 1*) purportedly digitally signed by Ms. Ward via DocuSign, an electronic signature service (*see Fig. 2*). Defendant CLAS or

Chicago Title electronically recorded the deed on February 18, 2021 with the Horry County Register of Deeds, in Deed Book 4391 at Page 65 (see Exhibit D attached hereto and incorporated herein by reference) (hereinafter referred to as the “Fraudulent Deed”).

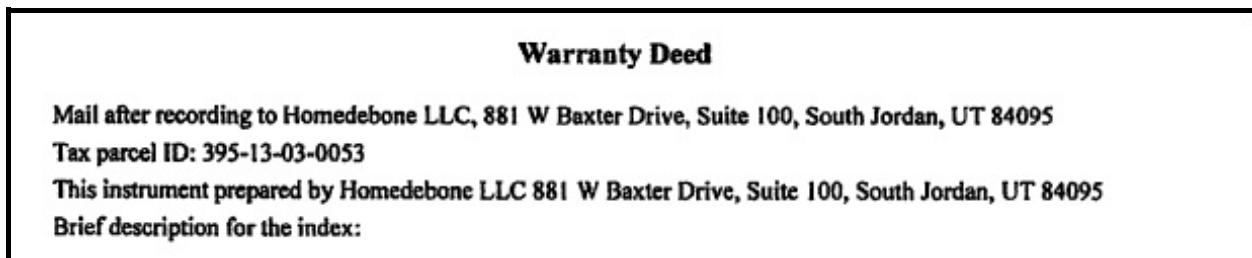


Fig. 1. Excerpt from Fraudulent Deed, prepared by Homedebone, LLC, the grantee.

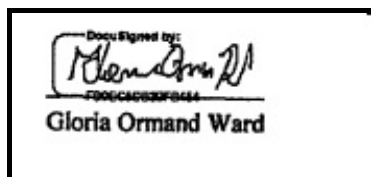


Fig. 2. Purported digital signature of Ms. Ward, the grantor, on Fraudulent Deed

25. According to the Fraudulent Deed, the consideration paid to Ms. Ward was “the sum of \$100.00 dollars and other consideration to them in hand paid”.

26. Ms. Alagna notarized the Fraudulent Deed, certifying that she was a Notary Public of the State of **North** Carolina, County of Horry and that Ms. Ward had personally appeared before Ms. Alagna and acknowledged the alleged DocuSigned execution of the Fraudulent Deed. (See *Fig. 3.*) On information and belief, Defendant Alagna is not a Notary Public in North Carolina or South Carolina.

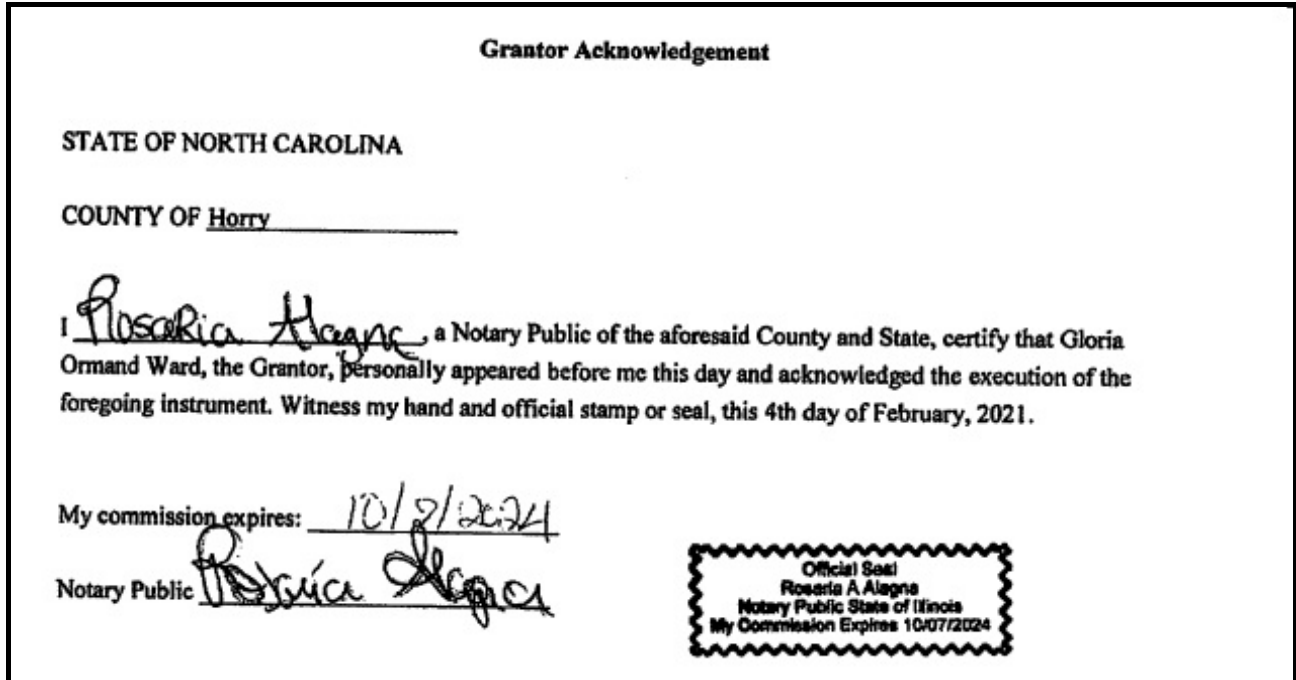


Fig. 3. Notary acknowledgment area of Fraudulent Deed.

27. On information and belief, Ms. Ward was not in Illinois at any time during 2020 or 2021.

28. On information and belief, Mr. Parker witnessed the Fraudulent Deed, claiming and certifying that Ms. Ward had signed it in his presence.

29. On information and belief, CLAS and Chicago Title are joint venture partners, as evidenced by CLAS’s Internet domain name and its website’s home page at www.ctclas.com:

Welcome To Chicago Land Agency Services

Chicago Land Agency Services, known in the title insurance industry as CLAS, was formed in 1997. CLAS is a joint venture partnership with Chicago Title Insurance Company, the marquee name in title insurance. This unique relationship has positioned CLAS to provide title insurance to real estate professionals in an accurate and timely manner.

30. On information and belief, at the request of Mr. Litt, Defendants CLAS and/or Chicago Title e-recorded the Fraudulent Deed from its offices in Chicago, Illinois by using one of the Horry County Register of Deeds' electronic recording delivery service vendors, via an electronic recording portal.

31. A Transmittal Sheet accompanying the Fraudulent Deed (Exhibit D, p. 5) contained the following information:

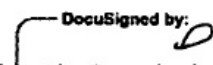

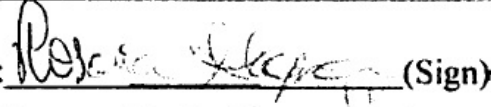
- A. The Transmittal Sheet listed the date of instrument [of the Fraudulent Deed] as April 21, 2021, although the instrument was purportedly e-signed on *February 4, 2021*. The Affidavit was signed by Mr. Litt on *February 9, 2021* and the Fraudulent Deed, Affidavit and Transmittal Sheet were recorded together on *February 18, 2021*;
- B. The Transmittal Sheet identified Chicago Land Agency Services, Inc., 1279 N. Milwaukee Ave., 310, Chicago, IL 60622, as the place to return the Fraudulent Deed after recording;
- C. The Transmittal Sheet listed the Purchase Price / Mortgage Amount as \$0.00.
- D. The Transmittal Sheet identified the Grantee as "Homedebone, LLC".

32. On or about February 5, 2021, Ms. Ward's name was purportedly signed via DocuSign to a Durable Power of Attorney for Financial Management (hereinafter "the purported Power of Attorney") appointing David Litt, of 881 Baxter Drive, Suite 100, South Jordan, Utah, to act as her Attorney-in-Fact (see Exhibit E attached hereto and incorporated herein by reference). As alleged above, on information and belief, Mr. Litt is a resident of Illinois, not Utah.

33. On information and belief, the purported Power of Attorney was prepared by Mr. Litt or others at his direction. The purported Power of Attorney shows Ms. Ward's address as the Home, which is the identical property that Homedebone, LLC, through the

acts of Defendants Litt, Alagna, Parker, Chicago Title and/or CLAS, had already attempted to transfer to Homedebone, LLC.

34. Ms. Ward allegedly DocuSigned the purported Power of Attorney in the City of Myrtle Beach, South Carolina, although the Illinois notary public and witness, Ms. Alagna, signed it in Bloomingdale, Illinois and the second witness, Alex Gospodarek, allegedly DocuSigned signed it from yet another address in Bloomingdale, Illinois. (See excerpt at Fig. 4 from Exhibit E.) Ms. Alagna is the same notary public who purported to notarize Ms. Ward’s alleged DocuSign signature on the Fraudulent Deed.

SIGNED, SEALED, AND DELIVERED	
in the presence of:	
DocuSigned by:	
Witness: AlexGospodarek	(Sign)
DocuSigned by:	
Witness Name: Alex Gospodarek	
Address: 272 Lake Shore Lane Bloomingdale IL 60108	
DocuSigned by:	
Witness: Alex Gospodarek	(Sign)
Witness Name: Alex Gospodarek	
Address: 272 Lake Shore Lane Bloomingdale, IL 60108	

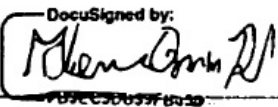
DocuSigned by:	
Gloria Ormand Ward (Principal)	

Fig. 4. Witness, Notary and Principal signatures on the purported Power of Attorney.

35. On information and belief, on February 8, 2021, Mr. Litt emailed Ms. Ward and instructed her to give Mr. Litt permission to communicate with Luther O. “Mac” McCutchen, IV, Esquire, the attorney for the HOA, and to “share the details of the foreclosure ...” (see Exhibit F attached hereto and incorporated herein by reference).

36. Ms. Ward complied with Mr. Litt's instructions and replied to that email saying "Please provide complete access to David Litt" on February 8, 2021, at 1:12 p.m. (See Fig. 5 from Exhibit F). She continued to occupy the Home as her residence during this time, believing that she owned her Home.

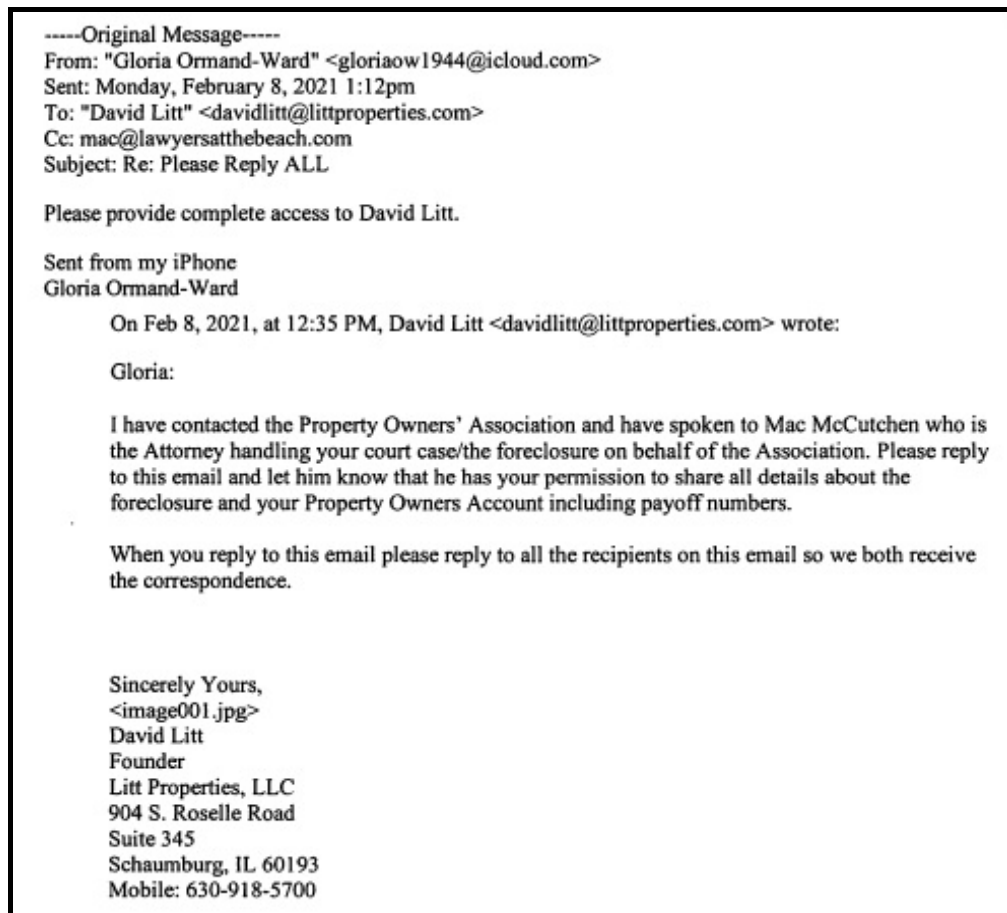


Fig. 5. Litt email instructing Ms. Ward to give him access to her HOA account.

37. On information and belief, at least one of the Defendants paid the HOA lien filed against the Home. The HOA lien was released, the Lis Pendens was canceled and the foreclosure action was dismissed on February 22, 2021.

38. On April 5, 2021, Defendant Homedebone, LLC, by its Manager, Mr. Litt, for and in consideration of the sum of \$260,000.00, conveyed the Home to Defendant Pereira Partners, LLC, by deed recorded with the Horry County Register of Deeds in Deed Book 4406 at Page 1685 (see Exhibit G attached hereto and incorporated herein by reference) (hereinafter the "Pereira Deed").

39. On or about April 5, 2021, Defendant Pereira Partners, LLC, by its Authorized Signer, John Newman, signed and delivered a Mortgage, Assignment of Rents, and Security Instrument in the principal amount of \$275,000.00 in favor of RCN Capital, LLC, a Connecticut limited liability company, and caused the same to be recorded with the Horry County Register of Deeds on April 7, 2021 in Mortgage Book 6367, at Page 2554 (see Exhibit H attached hereto and incorporated herein by reference).

40. According to the Contractor's Notice of Project Commencement prepared by Defendant NB Labor, LLC d/b/a Newman Brothers General Contractors and signed by Defendant John Newman, and recorded with the Horry County Register of Deeds in Lien Book 276 at Page 1250 on May 5, 2021, Defendants Pereira Partners, LLC and NB Labor, LLC used the same address (see Exhibit H at p. 17).

41. Shortly after the recording of the Pereira Deed described above, and on information and belief, with no advance notice to Ms. Ward, and while Ms. Ward was absent from her home and staying at a nearby hotel, Defendant Pereira Partners LLC and/or Defendant NB Labor, LLC d/b/a Newman Brothers and/or Defendant John Newman ousted Ms. Ward by taking possession of the Home, changing the locks, and on information and belief, removing all of Ms. Ward's possessions and personal property from the Home without her permission or consent.

42. On April 12, 2021, RCN Capital, LLC assigned, transferred and conveyed its interest in the Home to Toorak Capital Partners, LLC. The Assignment was recorded with the Horry County Register of Deeds in Deed Book 6392 at Page 2672 on May 24, 2021 (see Exhibit I attached hereto and incorporated herein by reference.)

43. On July 14, 2021 in Deed Book 4442 at Page 982, the Fraudulent Deed was “re-recorded to correct scrivener’s error” with the Horry County Register of Deeds (see Exhibit J attached hereto and incorporated herein by reference). References to the Home being located in North Carolina were changed to South Carolina; the notary acknowledgment blocks were changed to indicate the notary was located in the State of Illinois, County of Cook.

44. The re-recorded Fraudulent Deed is null and void because on the date it was recorded, i.e., July 14, 2021, Ms. Ward was no longer the purported Grantor and Homedebone, LLC was no longer the purported Grantee. By July 14, 2021, the Home had been illegally transferred to Pereira Partners, LLC.

45. On information and belief, at the time of the filing of this action, John Newman had listed the Home for sale and was advertising it in the Multiple Listing Service for an offering price of \$359,900.00 (see Exhibit K attached hereto and incorporated herein by reference).

46. Since the time the locks were changed and Ms. Ward was no longer able to live in the Home, she became homeless.

47. Ms. Ward spent several weeks at the Hampton Inn in North Myrtle Beach, South Carolina while she was displaced from the Home, incurring expenses for meals and housing.

48. After Ms. Ward was ejected from the Hampton Inn, she lived at a homeless shelter, followed by living in her vehicle, and, eventually, when her health and mental status declined, she was hospitalized at the Grand Strand Regional Medical Center (“the Hospital”), from June 20, 2021 and October 1, 2021, incurring medical bills in excess of \$1 million.

49. The Hospital and the Guardian and Conservator made arrangements for Ms. Ward to be moved to the Marion Senior Center, a long-term nursing home, in October, 2021.

50. Ms. Ward has suffered, and continues to suffer, severe emotional, medical and financial harms and injuries as a direct and proximate result of the recording of the Fraudulent Deed, her ouster from her Home, and the subsequent sale of the Home, which rendered her homeless.

FOR A FIRST CAUSE OF ACTION
Fraud
As to Defendants Litt, Homedebone, LLC
Alagna and Parker

51. Plaintiff incorporates the allegations of Paragraphs 1-50 of the Amended Complaint as if they were repeated verbatim.

52. The Defendants Litt, Homedebone, LLC, Alagna and/or Parker fraudulently electronically signed Ms. Ward’s name to the Fraudulent Deed which conveyed the Home to Homedebone, LLC.

53. Ms. Ward did not consent, give permission, or have the capacity to understand the legal significance to her name being electronically affixed to the Fraudulent Deed.

54. Defendants Alagna and Parker fraudulently stated that they witnessed Ms. Ward sign the Fraudulent Deed in their presence.

55. Defendant Alagna fraudulently acknowledged that Ms. Ward personally appeared before her on February 4, 2021 and that Ms. Ward acknowledged to her the execution of the Fraudulent Deed.

56. Defendants electronically filed the Fraudulent Deed with the Horry County Register of Deeds.

57. Ms. Ward, by and through her Guardian and Conservator, is informed and believes that she is entitled to have the Fraudulent Deed, as well as the Pereira Deed, set aside and declared null and void *ab initio* and that she is entitled to a judgment against Defendants Homedebone, LLC, Alagna and Parker, jointly and severally, for actual, compensatory, consequential, special and punitive damages to be determined by a jury.

FOR A SECOND CAUSE OF ACTION
Fraudulent Misrepresentation

As to Defendants Homedebone, LLC, Alagna and Parker

58. Plaintiff incorporates the allegations of Paragraphs 1-57 of the Amended Complaint as if they were repeated verbatim.

59. Plaintiff pleads fraudulent misrepresentation as to the Fraudulent Deed and the purported electronic signature of Ms. Ward.

60. If Ms. Ward electronically signed the Fraudulent Deed, it was because of representations made to her by the Defendants Litt, Homedebone, LLC, Alagna and/or Parker that signing the Fraudulent Deed would be in her interest.

61. If Ms. Ward electronically signed the Fraudulent Deed, the representations made to her were false.

62. If Ms. Ward electronically signed the Fraudulent Deed, the representations made to her were material in order to induce her to electronically sign the Fraudulent Deed.

63. If Ms. Ward electronically signed the Fraudulent Deed, the Defendants knew of the falsity of their statements or acted with reckless disregard of their truth or falsity.

64. If Ms. Ward electronically signed the Fraudulent Deed, it was because the Defendants Litt, Homedebone, LLC, Alagna and/or Parker intended that Ms. Ward act on their representations.

65. If Ms. Ward electronically signed the Fraudulent Deed, it was because Ms. Ward was ignorant of the falsity of the representations made to her by Defendants Litt, Homedebone, LLC, Alagna and/or Parker.

66. If Ms. Ward electronically signed the Fraudulent Deed, it was because she relied on the false representations made to her by Defendants Litt, Homedebone, LLC, Alagna and/or Parker.

67. As a direct and proximate result of the Fraudulent Deed being electronically signed and recorded, Ms. Ward has been seriously injured physically, emotionally, and financially.

68. Ms. Ward, by and through her Guardian and Conservator, is informed and believes that she is entitled to judgment against Defendants Litt, Homedebone, LLC, Alagna and Parker, jointly and severally, for her actual, compensatory, consequential, special and punitive damages, to be determined by a jury.

FOR A THIRD CAUSE OF ACTION

Negligence

As to CLAS and Chicago Title

69. Plaintiff incorporates the allegations of Paragraphs 1-68 of the Amended Complaint as if they were repeated verbatim.

70. Defendant CLAS provides title searches, typing services, underwriting support and general assistance in the preparation of title insurance policies and, on information and belief, is in the business of, among other services, verifying the owner of real property, and recording prepared and executed deeds. According to its website, CLAS provides necessary services and experience to Chicago area attorneys who practice real estate law and are licensed title insurance agents for Chicago Title Company.

71. Chicago Title, either directly or through its agents, has been in the title abstracting business for more than 150 years. Among Chicago Title's services are providing "expert title examining," writing title insurance policies, and providing efficient and smooth real estate closing services.

72. On information and belief, Chicago Title is a joint venture partner with co-Defendant, CLAS. Therefore, CLAS's knowledge is imputed to Chicago Title.

73. On information and belief, Defendant CLAS and/or Chicago Title recorded the Fraudulent Deed at the specific request and direction of the Defendants Homedebone, LLC, Litt, Alagna and/or Parker.

74. CLAS and Chicago Title have the duty, with respect to Ms. Ward, specifically, and to the public, in general, to exercise reasonable care not to injure another; not to engage in the unauthorized practice of law or to aid and abet others in the unauthorized practice of law; and to not create an opportunity for wrongful and fraudulent transfers of property by creating a stimulus for wrongdoers to engage in conduct which allows for or condones the fraudulent transfers of title.

75. The Defendants CLAS and Chicago Title have the duty to record deeds with the Horry County Register of Deeds that are in proper and recordable form.

76. The Fraudulent Deed was defective, including, without limitation, the following particulars:

- A. It was purportedly digitally signed, via DocuSign, by the Grantor, Ms. Ward. South Carolina does not recognize that digital signatures on deeds are proper to convey title;
- B. The witnesses claim that Ms. Ward signed the Fraudulent Deed in their presence. In South Carolina, a deed must be executed by a grantor in the presence of two or more credible witnesses. The Fraudulent Deed was not signed by Ms. Ward, digitally or otherwise, in the presence of either Alagna or Parker;
- C. In South Carolina, a limited liability company cannot prepare a deed. The Fraudulent Deed states that it was prepared by Homedebone, LLC, not a South Carolina attorney. This constitutes the unauthorized practice of law;
- D. The Fraudulent Deed states that the Home is located in North Carolina, which it is not;
- E. The Grantor acknowledgment block of the Fraudulent Deed states that Defendant Alagna was a notary public of the State of North Carolina, County of Horry. She is not a commissioned notary public in either North Carolina or South Carolina;
- F. The grantor acknowledgment of the Fraudulent Deed states that the grantor (Ms. Ward) personally appeared before her on the 4th day of February, 2021, which is false;
- G. The derivation clause in the Fraudulent Deed is incorrect;
- H. Homedebone, LLC, the grantee in the Fraudulent Deed, was terminated by the Secretary of State of the State of Utah on July 21, 2020, and did not exist at the time of the purported transfer of the Home from Ms. Ward to Homedebone, LLC. (See attached Exhibit L incorporated herein by reference.)
- I. The stated consideration of \$100.00 was totally inadequate for the purported sale of the Home.

77. The re-recorded Deed correcting a purported “scrivener’s error” does not cure the defects contained in the Fraudulent Deed.

78. CLAS and Chicago Title breached their duty in the following particulars:

- A. They engaged in the unauthorized practice of law by causing the Fraudulent Deed to be recorded, which directly and proximately harmed Ms. Ward;
- B. They aided and abetted Homedebone, LLC in the unauthorized practice of law by recording the Fraudulent Deed;
- C. They recorded a deed which violated South Carolina statutes regarding the recording of deeds;
- D. They recorded a deed which was defective on its face;
- E. They willingly allowed themselves to be a conduit for the filing of the Fraudulent Deed, via their e-recording services, which Litt, Homedebone, LLC, Alagna, and/or Parker would not have been able to access on their own.
- F. They failed to exercise the duty of inquiry into the circumstances surrounding the preparation and request for recording the Fraudulent Deed; and
- G. They failed to exercise due care in the recording of the Fraudulent Deed.

79. Chicago Title, as the joint venture partner of CLAS, is vicariously liable for the negligent, grossly negligent, willful, wanton and/or reckless conduct of CLAS.

80. Defendants CLAS and Chicago Title acted negligently, grossly negligently, and recklessly in recording the Fraudulent Deed.

81. As a direct and proximate cause of the recording of the Fraudulent Deed by Defendants CLAS and Chicago Title, Ms. Ward has suffered physical, emotional and financial damages as a result of the recording of the Fraudulent Deed, of being dispossessed from her Home and made homeless. Ms. Ward, by and through her as Guardian and Conservator, is informed and believes that she is entitled to judgment for her

actual, compensatory, consequential, special and punitive damages to be determined by a jury.

FOR A FOURTH CAUSE OF ACTION
For Declaratory Judgment to Set Aside the Fraudulent Deed
And to Quiet Title As to All Defendants

82. Plaintiff incorporates the allegations of Paragraphs 1-81 of the Amended Complaint as if they were repeated verbatim.

83. Ms. Ward was the owner of the Home before it was purportedly conveyed to Homedebone, LLC by the Fraudulent Deed on February 4, 2021 (recorded February 18, 2021), and then later flipped to Pereira Partners, LLC in April, 2021.

84. Ms. Ward, by and through her Guardian and Conservator, claims that the Fraudulent Deed to the Home is null and void *ab initio* and is of no legal effect because of the following:

- A. Ms. Ward did not sign the Fraudulent Deed by means of an electronic/digital signature or otherwise;
- B. In the alternative, if Ms. Ward did sign the Fraudulent Deed by means of an electronic/digital signature, she did so as a result of the misrepresentations and fraud committed by the Defendants Homedebone, Litt, Alagna and/or Parker;
- C. In the alternative, if Ms. Ward did sign the Fraudulent Deed by means of an electronic/digital signature, she did not have the capacity to understand and comprehend what she was signing;
- D. At the time the Fraudulent Deed was allegedly electronically or digitally signed and filed with the Horry County Register of Deeds, South Carolina did not and does not permit deeds to be electronically or digitally signed;
- E. In the event the Fraudulent Deed was electronically or digitally signed by Ms. Ward, the Fraudulent Deed was not signed in the presence of two or more credible witnesses as required by S.C. Code Ann. § 27-7-10;

F. The Fraudulent Deed was prepared by someone other than a licensed attorney in South Carolina; and

G. The Fraudulent Deed is not supported by adequate consideration.

85. The Plaintiff submits that none of the Defendants has any right, title or interest to the Home.

86. Ms. Ward, by and through her Guardian and Conservator, is informed and believes that she is entitled to an Order of this Court quieting the title to the subject property in Ms. Ward's favor declaring the Fraudulent Deed to be null and void *ab initio*, and that any transfers subsequent to the Fraudulent Deed are accordingly declared null and void, and that none of the Defendants has any right, title or interest to the Home, and directing that Horry County Register of Deeds correct its records accordingly.

AS A FIFTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

**As to Defendants Homedebone, LLC, David Litt, Rosaria A. Alagna
Chris Parker, Chicago Title and CLAS**

87. Plaintiff incorporates the allegations of Paragraphs 1-86 of the Amended Complaint as if they were repeated verbatim.

88. The Defendants Homedebone, LLC, Mr. Litt, Ms. Alagna, Mr. Parker, Chicago Title and CLAS, jointly and severally, intentionally inflicted severe emotional distress and economic loss on Ms. Ward.

89. These Defendants' conduct was so extreme and outrageous as to exceed all possible bounds of decency and must be regarded as atrocious and utterly intolerable in a civilized community.

90. As the direct and proximate result of these Defendants' intentional acts, as recited herein above, Ms. Ward, who is 77 years of age, became homeless and unable to

take care of her activities of daily living; and became so distressed that her mind and body deteriorated, resulting in her hospitalization and the necessity of the appointment of a Guardian and Conservator.

91. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against Homedebone, LLC, David Litt, Rosaria A. Alagna, Chris Parker, Chicago Title and CLAS, jointly and severally for all actual, compensatory, consequential, special and punitive damages, together with all attorneys fees and costs incurred herein.

AS A SIXTH CAUSE OF ACTION
Unfair Trade Practices

As to Homedebone, LLC, Litt, Alagna, Parker, Chicago Title and CLAS

92. Plaintiff incorporates the allegations of Paragraphs 1-91 of the Amended Complaint as if they were repeated verbatim.

93. The Defendants engaged in an unlawful trade practice when they prepared the Fraudulent Deed, caused an electronic signature to be affixed to the Fraudulent Deed, and caused or recorded the Fraudulent Deed.

94. Ms. Ward suffered actual damages as a result of the Defendants' actions.

95. The unlawful trade practice had an adverse impact on the public interest and is capable of repetition.

96. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against Homedebone, LLC, David Litt, Rosaria A. Alagna, Chicago Title and CLAS, jointly and severally for all actual, compensatory, consequential, special and treble damages, together with all attorneys fees and costs incurred herein.

AS A SEVENTH CAUSE OF ACTION

Wrongful Eviction

**As to Defendants Litt, Homedebone, LLC, Pereira Partners, LLC,
NB Labor, LLC and John Newman**

97. Plaintiff incorporates the allegations of Paragraphs 1-96 of the Amended Complaint as if they were repeated verbatim.

98. Prior to the events complained above, Ms. Ward was in peaceable possession of the Home for 23 years.

99. After obtaining what was clearly a questionable Deed from Homedebone, LLC (the previously described Fraudulent Deed), Defendant Pereira Partners, LLC, took possession of the Home and with no notice or due process, evicted Ms. Ward from the Home in which she had lived since 1999.

100. Defendants NB Labor, LLC, d/b/a Newman Brothers General Contractors and John Newman, principal in both NB Labor, LLC and Pereira Partners, LLC, participated in the wrongful eviction by entering the Home, changing the locks, ousting Ms. Ward, and removing all of her cherished personal property from the Home.

101. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against Homedebone, LLC, Pereira Partners, LLC, NB Labor, LLC and John Newman, jointly and severally, for all actual, compensatory, consequential, special and punitive damages, together with all attorneys fees and costs incurred herein.

AS AN EIGHTH CAUSE OF ACTION

Disseizement

**As to Defendants Litt, Homedebone, LLC, Pereira Partners, LLC,
NB Labor, LLC and John Newman**

102. Plaintiff incorporates the allegations of Paragraphs 1-101 of the Amended Complaint as if they were repeated verbatim.

103. The Defendants Pereira Partners, LLC; NB Labor, LLC, d/b/a Newman Brothers General Contractors and John Newman entered the Home, and forcibly put out or disseized Ms. Ward of the Home in order to defraud and take away the right of Ms. Ward to her peaceful possession of the Home.

104. As a result of these Defendants' actions, Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against Homedebone, LLC, Pereira Partners, LLC, NB Labor, LLC and John Newman, jointly and severally, for all actual, compensatory, consequential, special and treble damages, including all attorneys fees and costs, pursuant to S.C. Code Ann. § 15-67-420 and asks this Court to reseize Ms. Ward of her Home, and that she be put in full possession of her Home, as allowed by S.C. Code Ann. § 15-67-460.

FOR A NINTH CAUSE OF ACTION

Slander of Title

As to Defendants Litt, Homedebone, LLC, CLAS, Chicago Title,
Pereira Partners, LLC,
NB Labor, LLC and John Newman

105 Plaintiff reasserts the allegations of paragraphs 1-104 above as fully as if set forth herein.

106. The Defendants have caused to be recorded various documents including two deeds and a mortgage to be filed against the Home, all of which constitute slander of title and the Plaintiff should be awarded resulting damages to be fully proved at the time of trial.

107. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment David Litt, Homedebone, LLC, Chicago Title, CLAS, Pereira Partners, LLC and John Newman, jointly and severally, for all actual, compensatory,

consequential, special and punitive damages, together with all attorneys fees and costs incurred herein.

FOR A TENTH CAUSE OF ACTION

Unjust Enrichment

As to Defendants Litt and Homedebone, LLC

108. Plaintiff reasserts the allegations of paragraphs 1-107 above as fully as if set forth herein.

109. Defendants Litt and Homedebone, LLC have been unjustly enriched through their actions described above.

110. Ms. Ward has suffered emotionally, physically and financially as a result of the actions of these Defendants who profited at Ms. Ward's expense.

111. It is against equity and good conscience to permit the Defendants to retain the Home and/or the profits from conveying the Home.

112. Ms. Ward, by and through her Guardian and Conservator, is informed and believes that she is entitled to all proceeds made on the sale of the Home at the expense of Ms. Ward.

FOR AN ELEVENTH CAUSE OF ACTION

Conversion

As to Defendants Litt, Homedebone, LLC, Alagna, Parker, Pereira Partners, LLC, NB Labor, LLC, and John Newman

113. Plaintiff reasserts the allegations of paragraphs 1-112 above as fully as if set forth herein.

114. After closing on the Home and obtaining the Pereira Deed, Defendants NB Labor, LLC, Pereira Partners, LLC and/or John Newman enter the Home and removed all of Ms. Ward's cherished personal belongings.

115. The taking of the personal property from Ms. Ward's Home constitutes conversion.

116. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against Homedebone, LLC, David Litt, Rosaria A. Alagna, Chris Parker, Pereira Partners, LLC, NB Labor, LLC and John Newman, jointly and severally, for all actual, compensatory, consequential, special and punitive damages, together with all attorneys fees and costs incurred herein.

FOR A TWELFTH CAUSE OF ACTION

Civil Conspiracy

As to Defendants Litt, Homedebone, LLC, Alagna, Parker, CLAS, Chicago Title, Pereira Partners, LLC, NB Labor, LLC, and John Newman

117. Plaintiff reasserts the allegations of paragraphs 1-116 above as fully as if set forth herein.

118. Defendants Litt, Homedebone, LLC, Alagna, Parker, CLAS, Chicago Title, Pereira Partners, LLC, NB Labor, LLC, and/or John Newman, in violation of their duties and authority, as more fully set forth above, conspired and joined forces, with a meeting of two or more of their collective minds, for the express, unlawful purpose of harming Ms. Ward.

119. As a direct and proximate result of these Defendants' negligent, careless, reckless, malevolent and intentional acts, jointly and/or severally, as recited hereinabove, Ms. Ward, who was 77 years old at the time of the recording of the Fraudulent Deed, has suffered and continues to suffer mental and emotional distress, anxiety, and has been made homeless.

119. Ms. Ward, by and through her Guardian and Conservator, is informed and believes that she is entitled to judgment against the Defendants Litt, Homedebone, LLC, Alagna, Parker, CLAS, Chicago Title, Pereira Partners, LLC, NB Labor, LLC and/or John Newman, jointly and/or severally, for her actual, compensatory, special and punitive damages to be determined by a jury.

WHEREFORE, having set forth her Complaint against the above-named Defendants, the Plaintiff, Gloria Ormand-Ward, by and through her Guardian and Conservator, respectfully prays as follows:

- A. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for fraud, against Defendants Homedebone, LLC, Rosaria Alagna a/k/a Rose Alagna, and Chris Parker, jointly and severally, for her actual, compensatory, consequential, special and punitive damages, together with pre- and post-judgment interest as provided by law;
- B. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for fraudulent misrepresentation, against Defendants Homedebone, LLC, Rosaria Alagna a/k/a Rose Alagna, and Chris Parker, jointly and severally, for her actual, compensatory, consequential, special and punitive damages, together with pre- and post-judgment interest as provided by law;
- C. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for negligence against Defendant Chicago Land Agency Services, Inc. and Chicago Title Insurance Company, jointly and severally, for her actual, compensatory, consequential, special and punitive damages, together with pre- and post-judgment interest as provided by law as a result of their negligent, grossly negligent, reckless and intentional misconduct;
- D. For a declaratory judgment on behalf of Ms. Ward, by and through her Guardian and Conservator, setting aside the Fraudulent Deed and the Pereira Deed, and declaring the same to be null and void *ab initio*, and an Order quieting title to the Home in Ms. Ward's favor stating that none of the Defendants has any right, title or interest to the Home;
- E. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for intentional infliction of emotional distress against Defendants Homedebone, LLC, David Litt, Rosaria A. Alagna a/k/a Rose Alagna, Chris

- Parker, Chicago Land Agency Services, Inc. and Chicago Title Insurance Company, jointly and severally, for her actual, compensatory, consequential, special and punitive damages, together with pre- and post-judgment interest as provided by law;
- F. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for unfair trade practices against Defendants Homedebone, LLC, David Litt, Rosaria A. Alagna a/k/a Rose Alagna, Chris Parker, Chicago Land Agency Services, Inc. and Chicago Title Insurance Company, jointly and severally, for her actual, compensatory, consequential, special and treble damages, together with pre- and post-judgment interest as provided by law;
- G. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for disseizement against Defendants Homedebone, LLC, David Litt, Rosaria A. Alagna a/k/a Rose Alagna, Chris Parker, Chicago Land Agency Services, Inc. and Chicago Title Insurance Company, jointly and severally, for her actual, compensatory, consequential, special and treble damages, together with pre- and post-judgment interest as provided by law and for an order that Ms. Ward be reseized with her land and tenements;
- H. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for slander of title against Defendants Homedebone, LLC, David Litt, Rosaria A. Alagna a/k/a Rose Alagna, Chris Parker, Chicago Land Agency Services, Inc. and Chicago Title Insurance Company, jointly and severally, for her actual, compensatory, consequential, special and treble damages, together with pre- and post-judgment interest as provided by law;
- I. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for unjust enrichment against Defendants Homedebone, LLC and David Litt, jointly and severally, for an amount to be determined, together with pre-and post-judgment interest as provided by law;
- J. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for conversion against Defendants Homedebone, LLC, David Litt, Rosaria A. Alagna a/k/a Rose Alagna, Chris Parker, NB Labor, LLC, Pereira Partners, LLC and John Newman, jointly and severally, for her actual, compensatory, consequential, special and punitive damages, together with pre- and post-judgment interest as provided by law;
- K. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for civil conspiracy against Defendants David Litt, Homedebone, LLC, Rosaria A. Alagna a/k/a Rose Alagna, Chris Parker, Chicago Land Agency Services, Inc., Chicago Title Insurance Company, NB Labor, LLC, Pereira Partners, LLC and John Newman, jointly and severally, for her

actual, compensatory, special and punitive damages, together with pre- and post-judgment interest as provided by law;

- L. For attorney fees, costs and disbursements incurred in bringing and maintaining this action; and,
- M. For such other and further relief as this Honorable Court may deem necessary, just and proper.

Respectfully submitted,

LAW OFFICES OF JOHN M. LEITER, PA

/s/ John M. Leiter

John M. Leiter (SC Bar #3187)
405 79th Avenue North, Suite B
Myrtle Beach, SC 29572
(843) 449-1451/ email: jleiter@48th.com
Attorney for Plaintiff

Myrtle Beach, South Carolina
March 30, 2022

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

QUIT-CLAIM DEED
(Prepared Without Examination of Title)

KNOW ALL MEN BY THESE PRESENTS, that I, **JAY M. BULTZ**, as **CONSERVATOR** for **RUTH M. WARD** (Probate Case No.: 2005-GC-26-0010 – Fiduciary Letter recorded at the Horry County Register of Deeds on May 24, 2005 in Book 2915 at Page 0386), for and in consideration of the sum of Five and 00/100ths (\$5.00) Dollars and other good and valuable consideration, paid to me by **GLORIA WARD-GOODE**, in the State aforesaid (receipt of which is hereby acknowledged), have granted, bargained, quit-claimed and released, and by these presents do grant, bargain, quit-claim and release unto the said **GLORIA WARD-GOODE**, her heirs and assigns forever, all my right title and interest in and to the following described property, to-wit:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Myrtle Beach, Dogwood Neck Township, County of Horry and State of South Carolina, and being more particularly shown and described as **Lot 63** on that certain plat prepared by Robert L. Bellamy & Associates, Inc., Consulting Engineers, Planners & Surveyors entitled “Final Subdivision Plat of Providence Park at Antigua located between 79th Avenue North and 82nd Parkway in the City of Myrtle Beach, County of Horry, State of South Carolina, developed by MBF Homes, Inc.”, said plat being dated May 3, 1990, recorded June 26, 1990, in Plat Book 110 at Page 41, records of Horry County, South Carolina, which plat is made a part and parcel hereof by reference.

Further subject to restrictions and easements of record and easements which may exist on the ground.

This is the identical property conveyed to Ruth M. Ward and Gloria Ward-Goode herein by Deed of Patricia A. Ward dated June 3, 1999 and recorded June 4, 1999 in Deed Book 2151 at Page 1365, Horry County records.

TMS #165-12-03-068.

Address: 682 Providence Drive
Myrtle Beach, SC 29577

Instrument#: 2012000106023, DEED BK:
3607 PG: 1247 DOCTYPE: 001 09/14/2012
at 02:52:43 PM, 1 OF 4, EXEMPT,
BALLERY V. SKIPPER, HORRY COUNTY,
SC REGISTRAR OF DEEDS

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

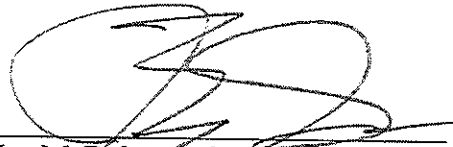
TO HAVE AND TO HOLD all and singular all my right, title and interest in and to the premises before mentioned unto the said GLORIA WARD-GOODE, her heirs and assigns forever.

WITNESS the execution hereby by Grantor this 14th day of September, 2012 in the year of our Lord Two Thousand and Twelve and in the Two Hundred Thirty-Sixth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Diana J. Smerechniak

Barbara M. Bultz



Jay M. Bultz, as Conservator for
Ruth M. Ward

EXHIBIT B

File Number: 11762474

LLC
Certificate of Organization
OF
Homedebone, LLC

The undersigned person(s) do hereby adopt the following Certificate of Organization for the purpose of forming a Utah Limited Liability Company.

Article I

The name of the limited liability company is to be Homedebone, LLC

Article II

The purpose or purposes for which the company is organized is to engage in:
Real Estate speculation

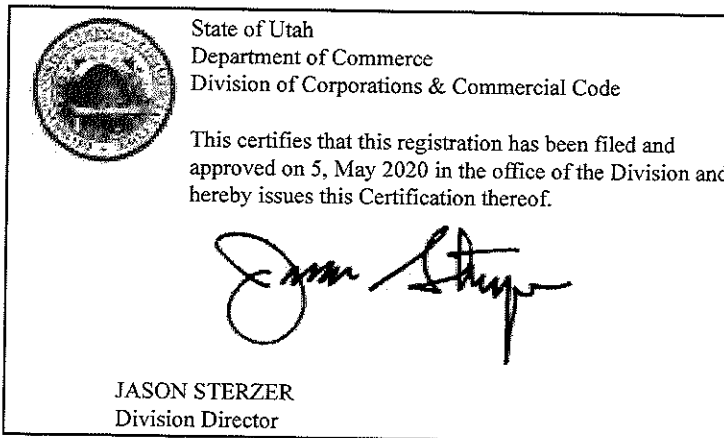
The Company shall further have unlimited power to engage in or to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the Utah Limited Liability Company Act and any amendments thereto.

Article III

The Company shall continuously maintain an agent in the State of Utah for service of process who is an individual residing in said state. The name and address of the initial registered agent shall be:

(Registered Agent Name & Address)

UTAH COMMERCIAL REGISTERED AGENT LLC
881 Baxter Drive Suite 100
South Jordan, UT, 84095



Article IV

Name, Street address & Signature of all members/managers

Member #1

Rosa Alagna

904 S Roselle Rd Ste 345

Schaumburg, IL 60193

Rosa Alagna

Signature

DATED 5 May, 2020.

Article V

Management statement

This limited liability company will be managed by its Members

Article VI

Records required to be kept at the principal office include, but are not limited to the following:

Article VI.1

A current list in alphabetical order of the full name and address of each member and each manager.

Article VI.2

A copy of the stamped certificate of Organization and all *certificates of amendments thereto*.

Article VI.3

Copies of all tax returns and financial statements of the company for the three most recent years.

Article VI.4

A copy of the company's operating agreement and minutes of each meeting of members.

Article VII

The street address of the principal place of business is:

881 Baxter Drive Suite 100

South Jordan, UT 84095

Article VIII

The duration of the company shall be Perpetual

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

EXHIBIT C



Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101
Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only
WY Secretary of State
FILED: Mar 5 2021 4:45PM
Original ID: 2021-000986274

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

Limited Liability Company Articles of Organization

- I. **The name of the limited liability company is:**
Pereira Partners LLC

- II. **The name and physical address of the registered agent of the limited liability company is:**
Registered Agents Inc.
30 N Gould St Ste R
Sheridan, WY 82801

- III. **The mailing address of the limited liability company is:**
30 N Gould St
Ste R
Sheridan, WY 82801

- IV. **The principal office address of the limited liability company is:**
30 N Gould St
Ste R
Sheridan, WY 82801

- V. **The organizer of the limited liability company is:**
Registered Agents Inc.
30 N Gould St Ste R, Sheridan, WY 82801

Signature: *Riley Park* Date: 03/05/2021

Print Name: Riley Park

Title: Authorized individual

Email: reports@registeredagentsinc.com

Daytime Phone #: (307) 200-2803



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- I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- I am filing in accordance with the provisions of the Wyoming Limited Liability Company Act, (W.S. 17-29-101 through 17-29-1105) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- I understand that the information submitted electronically by me will be used to generate Articles of Organization that will be filed with the Wyoming Secretary of State.
- I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

(i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;

(ii) Makes any materially false, fictitious or fraudulent statement or representation; or

(iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

I acknowledge having read W.S. 6-5-308.

Filer is: An Individual An Organization

The Wyoming Secretary of State requires a natural person to sign on behalf of a business entity acting as an incorporator, organizer, or partner. The following individual is signing on behalf of all Organizers, Incorporators, or Partners.

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Organization.

Signature: Riley Park Date: 03/05/2021

Print Name: Riley Park

Title: Authorized individual

Email: reports@registeredagentsinc.com

Daytime Phone #: (307) 200-2803



Consent to Appointment by Registered Agent

Registered Agents Inc., whose registered office is located at **30 N Gould St Ste R, Sheridan, WY 82801**, voluntarily consented to serve as the registered agent for **Pereira Partners LLC** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature: **Riley Park** Date: **03/05/2021**
Print Name: **Riley Park**
Title: **Authorized individual**
Email: **reports@registeredagentsinc.com**
Daytime Phone #: **(307) 200-2803**

STATE OF WYOMING
Office of the Secretary of State

I, EDWARD A. BUCHANAN, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF ORGANIZATION

Pereira Partners LLC

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **5th** day of **March, 2021** at **4:45 PM**.

Remainder intentionally left blank.



Filed Date: 03/05/2021

Edward A. Buchanan

Secretary of State

Filed Online By:

Riley Park

on 03/05/2021

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HOPRY - COMMON PLEAS - CASE#2021CP2607668

EXHIBIT D

39513030053.

DocuSign Envelope ID: 865FB2B6-1FA8-4176-BCFB-36A947B12531

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

Warranty Deed

Mail after recording to Homedebone LLC, 881 W Baxter Drive, Suite 100, South Jordan, UT 84095

Tax parcel ID: 395-13-03-0053

This instrument prepared by Homedebone LLC 881 W Baxter Drive, Suite 100, South Jordan, UT 84095

Brief description for the index:

THIS DEED made this 4th day of February, 2021, by and between

GRANTOR

GRANTEE

Gloria Ormand Ward, not married, of 682
Providence Dr, Myrtle Beach, SC 29572,
USA

Homedebone LLC, a Utah limited liability
company whose tax mailing address is 881 W
Baxter Drive, Suite 100, South Jordan, UT
84095

The collective designations of Grantor and Grantee as used within this document will include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

IN WITNESS WHEREOF, the said Grantors, for and in consideration of the sum of \$100.00 dollars and other consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released and by these presents do remise and release, with general warranty covenants, unto the Grantee as the sole tenant, and his heirs and assigns all right, title, claim, and interest of the said Grantors in and to a certain tract or parcel

of land lying and being in the County of Horry, and State of North Carolina, in Dogwood Neck Township, and more particularly described as follows:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Myrtle Beach, Dogwood Neck Township, County of Horry and State of South Carolina, and being more particularly shown and described as Lot 63 and that certain plat prepared by Robert L. Bellamy & Associates, Inc., Consulting Engineers, Planners and Surveyors entitled "Final Subdivision Plat of Providence Park at Antigua located between 79th Avenue North and 82nd Parkway in the City of Myrtle Beach, County of Horry, State of South Carolina, developed by MBF Homes, Inc.", said plat being dated May 3, 1990, recorded June 26, 1990, in Plat Book 110 at Page 41, records of Horry County, South Carolina, which plat is made a part and parcel hereof by reference.

Further subject to restrictions and easements of record and easements which may exist on the ground.

This is the identical property conveyed to the Grantor herein by Deed of Francisco J. Rey and Clara C. Rey dated December 1, 1995 and recorded December 1, 1995 in Deed Book 1835 at Page 711, Horry County Records.

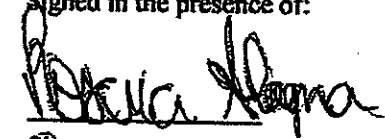
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TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed in the presence of:



Signature

Gloria Ormand Ward

Name

DocuSigned by:

Gloria Ormand Ward



Signature

Chris Parker

Name

DocuSign Envelope ID: 855FB2B5-1FA8-4178-BCFB-36A847B12531

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Grantor Acknowledgement

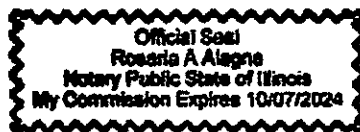
STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosaria Alegre, a Notary Public of the aforesaid County and State, certify that Gloria Ormand Ward, the Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 4th day of February, 2021.

My commission expires: 10/7/2024

Notary Public Rosaria Alegre



ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT

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

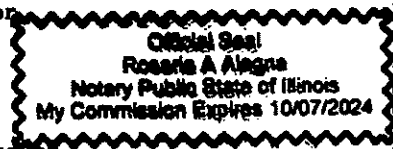
1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 682 Providence Drive, Myrtle Beach, SC, bearing Horry County Tax Map Number 291570, was transferred on 2/4/2021 by GLORIA JERMONA WARD to Homedebone, LLC

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 Information section of affidavit); # 8 FROM SECTION 12-24-40

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

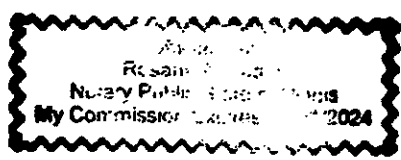
If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

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) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (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: _____
 - (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 responsible person who was connected with the transaction as: Manager of LLC
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.

[Signature]
Responsible Person Connected w/Transaction (Signature)
DAVID LATT
Responsible Person Connected w/Transaction (Printed)
ROSARIA ALAGNA
Notary Public Printed Name

SWORN to before me this 9th day of February year of 2021
Rosaria Alagna
Notary Public Signature
My Commission Expires: 10/07/2024

Horry REGISTER OF DEEDS

TRANSMITTAL SHEET

**TO BE FILED WITH EACH INSTRUMENT PRESENTED FOR RECORDING.
Horry REGISTER OF DEEDS.**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: 04/21/2021

DOCUMENT SHALL BE RETURNED TO:

Name: Chicago Land Agency Services Inc.
Address: 1279 N Milwaukee Ave 310, Chicago, IL 60622
TELEPHONE NUMBER:
FAX NUMBER:
E_MAIL ADDRESS:

**RELATED DOCUMENT(S): LIST THE PREVIOUS BOOK AND PAGE NUMBER(S) THIS DOCUMENT PERTAINS TO IF APPLICABLE:
THIS INFORMATION MUST ALSO APPEAR CONSPICUOUSLY ON THE FIRST PAGE OF ALL SUBSEQUENT DOCUMENTS.**

Book: 1835, Page: 711,

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 0.00

BRIEF PROPERTY DESCRIPTION: PROVIDENCE PARK: LOT 63 AT ANTIGUA

Parcel Tax ID: 395-13-03-0053 395-13-03-0053

LIST ALL PARTIES TO BE INDEXED IN THIS TRANSACTION: ALL NAMES ARE TO BE BOLDED, UNDERLINED, CAPITALIZED

GRANTOR / MORTGAGOR / OBLIGOR / MAKER(FROM WHO):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
WARD	GLORIA	ORMAND

FULL BUSINESS NAME

GRANTEE / MORTGAGEE / OBLIGEE / (FROM WHOM):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>

FULL BUSINESS NAME

HOMEBONE LLC

EXHIBIT E

DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT

WARNING TO PERSON EXECUTING THIS DOCUMENT - THE POWERS YOU GRANT BELOW CONTINUE TO BE EFFECTIVE SHOULD YOU BECOME DISABLED OR INCOMPETENT

CAUTION: This is an important legal document and upon proper execution will create a Durable Power of Attorney. This gives the person whom you designate as your Attorney-in-fact broad powers to handle your property during your lifetime, which may include powers to mortgage, sell, or otherwise dispose of any real or personal property without advance notice to you or approval by you.

These powers will continue to exist even if you become disabled or incompetent. You do have the right to terminate or revoke the Power of Attorney and any or all powers granted within at any time up to the point of your incapacity.

This document does not authorize anyone to make medical or other health care decisions. You may execute a health care proxy (also known as a health care or medical power of attorney) to do this.

If there is anything about this document that you do not understand, you should ask a lawyer to explain it to you.

THIS DURABLE POWER OF ATTORNEY for financial management is given by me, Gloria Ormand Ward (the "Principal"), presently of 682 Providence Drive, Myrtle Beach, in the State of South Carolina, on this 5th day of February, 2021.

Nature of Power

1. **THIS IS A DURABLE POWER OF ATTORNEY** and the authority of my Attorney-in-fact shall not terminate if I become disabled or incapacitated.

Previous Power of Attorney

2. **I REVOKE** any previous durable power of attorney granted by me.

Attorney-in-fact

3. I APPOINT David Litt, of 881 Baxter Drive, Suite 100, South Jordan, Utah, to act as my Attorney-in-fact. **Governing**

Law

4. This document will be governed by the laws of the State of South Carolina. Further, my Attorney-in-fact is directed to act in accordance with the laws of the State of South Carolina at any time he or she may be acting on my behalf.

Liability of Attorney-in-fact

5. My Attorney-in-fact will not be liable to me, my estate, my heirs, successors or assigns for any action taken or not taken under this document, except for willful misconduct or gross negligence.

Effective Date

6. ~~This Power of Attorney~~ will start immediately and will continue notwithstanding a finding of my mental incapacity or mental infirmity which may occur after my execution of this Power of Attorney.


Powers of Attorney-in-fact

7. My Attorney-in-fact will have the following power(s): Initials

 **Real Estate Transactions**

- a. To deal with any interest I may have in real property and sign all documents on my behalf concerning my interest, including, but not limited to, real property I may subsequently acquire or receive. These powers include, but are not limited to, the ability to:
 - i. Purchase, sell, exchange, accept as gift, place as security on loans, convey with or without covenants, rent, collect rent, sue for and receive rents, eject and remove tenants or other persons, to pay or contest taxes or assessments, control any legal claim in favor of or against me, partition or consent to partitioning, mortgage, charge, lease, surrender, manage or otherwise deal with real estate and any interest therein; and

- ii. Execute and deliver deeds, transfers, mortgages, charges, leases, assignments, surrenders, releases and other instruments required for any such purpose.

^{DS}
 **Maintain Property and Make Investments**

- b. To retain any assets owned by me at the date this Durable Power of Attorney becomes effective, and the power to reinvest those assets in similar investments. In addition, my Attorney-in-fact may invest my assets in any new investments, of his or her choosing, regardless of whether or not they are authorized by any applicable legislation.

^{DS}
 **Banking Transactions**

- c. To do any act that I can do through an Attorney-in-fact with a bank or other financial institution. This power includes, but is not limited to, the power to:
 - i. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions;
 - ii. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity;
 - iii. Borrow money from any banking or financial institution if deemed necessary by my Attorney-in-fact, and to manage all aspects of the loan process, including the placement of security and the negotiation of terms;
 - iv. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities;
 - v. Have access to any safe deposit box that I might own, including its contents; and
 - vi. Create and deliver any financial statements necessary to or from any bank or financial institution.

^{DS}
X *gow*
Business Operating Transactions

- d. To take any action my Attorney-in-fact deems necessary with any business that I may own or have an interest in by doing any act which can be done through an Attorney-in-fact. This power includes, but is not limited to, the power to execute, seal and deliver any instrument; participate in any legal business of any kind; execute partnership agreements and amendments; to incorporate, reorganize, consolidate, merge, sell, or dissolve any business; to elect or employ officers, directors and agents; and to exercise voting rights with respect to any stock I may own, either in person or by proxy.

^{DS}
X *gow*
Insurance Transactions

- e. To do any act that I can do through an Attorney-in-fact with any insurance policy. This power includes, but is not limited to, the power to pay premiums, start, modify or terminate policies, manage all cash payouts, borrow from insurers and third parties using insurance policies as collateral, and to change the beneficiaries on any insurance policies on my life. Unless my Attorney-in-fact was already a beneficiary of any policy before the signing of this document, my Attorney-in-fact cannot name himself or herself as a beneficiary of such policy.

^{DS}
X *gow*
Claims and Litigation Matters

- f. To institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings for or against me. This power includes, but is not limited to, the power to: appear on my behalf, and the power to settle any claim against me in whichever forum or manner my Attorney-in-fact deems prudent, and to receive or pay any resulting settlement.

^{DS}
X *gow*
Tax Matters

- g. To act for me in all matters that affect my local, state and federal taxes and to prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authority to:
- i. Prepare, sign and file income and other tax returns with federal, state, local and other governmental bodies, and to receive any refund checks; and
 - ii. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

^{DS}
K20W **Chattel and Goods Transactions**

h. To purchase, sell or otherwise deal with any type of personal property I may currently or in the future have an interest in. This includes, but is not limited to, the power to purchase, sell, exchange, accept as gift, place as security on loans, rent, lease, to pay or contest taxes or assessments, mortgage or pledge.

^{DS}
K20W **Estate Transactions**

i. To do any act that I can do through an Attorney-in-fact with regard to all matters that affect any trust, probate estate, conservatorship, or other fund from which I may receive payment as a beneficiary. This power includes the power to disclaim any interest which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Attorney-in-fact cannot disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Attorney-in-fact or my Attorney-in-fact's estate.

^{DS}
K20W **Employ Required Professionals**

j. To appoint and employ any agents, servants, companions, or other persons, including nurses and other health care professionals for my care and the care of my spouse and dependent children, and accountants, attorneys, clerks, workers and others for the management, preservation and protection of my property and estate, at such compensation and for such length of time as my Attorney-in-fact considers advisable.

Attorney-in-fact Compensation

8. My Attorney-in-fact will receive compensation as per the guidelines governing the compensation for agents or trustees or other such legislated rate in the State of South Carolina in addition to reimbursement of all out of pocket expenses associated with the carrying out my wishes. If no guidelines or usual practices exist for the compensation of an Attorney-in-fact then my Attorney-in-fact will be entitled to reimbursement for all out of pocket expenses associated with the carrying out of my wishes and may pay himself or herself a reasonable amount based on the size of my estate.

Co-owning of Assets and Mixing of Funds

9. My Attorney-in-fact may continue to co-own assets and have any funds owned by him or her mixed with my funds to the same extent that the co-owning of assets and mixing of funds existed before operation of this Power of Attorney.

Power of Attorney

Personal Gain from Managing My Affairs

10. My Attorney-in-fact is allowed to personally gain from any transaction he or she may complete on my behalf if the transaction is completed in good faith and with my Attorney-in-fact believing it is in my best interest.

Delegation of Authority

11. My Attorney-in-fact may delegate any authority granted under this document to a person of his or her choosing. Any delegation must be in writing and state the extent of the power delegated and the period of time in which the delegation will be effective.

Attorney-in-fact Restrictions

12. This Power of Attorney is not subject to any conditions or restrictions other than those noted above.

Notice to Third Parties

13. Any third party who receives a valid copy of this Power of Attorney can rely on and act under it. A third party who relies on the reasonable representations of my Attorney-in-fact as to a matter relating to a power granted by this Power of Attorney will not incur any liability to the Principal or to the Principal's heirs, assigns, or estate as a result of permitting the Attorney-in-fact to exercise the authority granted by this Power of Attorney up to the point of revocation of this Power of Attorney. Revocation of this Power of Attorney will not be effective as to a third party until the third party receives notice and has actual knowledge of the revocation.

Severability

14. If any part of any provision of this document is ruled invalid or unenforceable under applicable law, such part will be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this document.

Acknowledgment

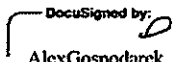
15. I, **Gloria Ormand Ward**, being the Principal named in this Durable Power of Attorney hereby acknowledge:
- a. I have read and understand the nature and effect of this Durable Power of Attorney;
 - b. I recognize that this document gives my Attorney-in-fact broad powers over my assets, and that these powers will continue past the point of my incapacity;

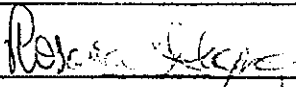
Power of Attorney


- c. I am of legal age in the State of South Carolina to grant a Durable Power of Attorney; and
- d. I am voluntarily giving this Durable Power of Attorney and recognize that the powers given in this document will become effective as of the date of my incapacity or as specified within.

IN WITNESS WHEREOF I hereunto set my hand and seal at the City of Myrtle Beach in the State of South Carolina, this 5th day of February, 2021.

SIGNED, SEALED, AND DELIVERED
in the presence of:

DocuSigned by: 
 Witness: Alex Gospodarek (Sign)
 Name: Alex Gospodarek
 Address: 272 Lake Shore Lane
 Bloomingdale IL 60108

Witness:  (Sign)
 Witness Name: Patricia Skene
 Address: 1411 W. 11th St
 Bloomingdale, IL 60108


DocuSigned by: 
 Gloria Ormand Ward (Principal)

NOTARY ACKNOWLEDGMENT

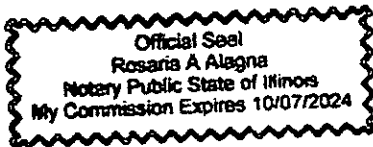
STATE OF SOUTH CAROLINA

COUNTY OF Horry

The foregoing instrument was acknowledged before me this 5th day of February, 2021, by Gloria Ormand Ward.



Notary Public



My commission expires: 10/7/2024

EXHIBIT F

-----Original Message-----

From: "Gloria Ormand-Ward" <gloriaow1944@icloud.com>
Sent: Monday, February 8, 2021 1:12pm
To: "David Litt" <davidlitt@littproperties.com>
Cc: mac@lawyersatthebeach.com
Subject: Re: Please Reply ALL

Please provide complete access to David Litt.

Sent from my iPhone
Gloria Ormand-Ward

On Feb 8, 2021, at 12:35 PM, David Litt <davidlitt@littproperties.com> wrote:

Gloria:

I have contacted the Property Owners' Association and have spoken to Mac McCutchen who is the Attorney handling your court case/the foreclosure on behalf of the Association. Please reply to this email and let him know that he has your permission to share all details about the foreclosure and your Property Owners Account including payoff numbers.

When you reply to this email please reply to all the recipients on this email so we both receive the correspondence.

Sincerely Yours,
<image001.jpg>
David Litt
Founder
Litt Properties, LLC
904 S. Roselle Road
Suite 345
Schaumburg, IL 60193
Mobile: 630-918-5700

EXHIBIT G

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Pereira Partners, LLC, a Limited Liability Company**, its heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind himself and his heirs and assigns, to warrant and forever defend all and singular the said premises unto the said **Pereira Partners, LLC, a Limited Liability Company**, its heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantor and the Grantors' heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF our Hands and Seals this 5 day of April, 2021.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness - (sign above)

Homedebone LLC, a Utah Limited Liability
Company

By: [Signature] MANAGER (L.S.)
David Litt

[Signature]
Notary - (sign above)

STATE OF Illinois
COUNTY OF Cook

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

I, the undersigned, a Notary Public, hereby certify that the within Grantor(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

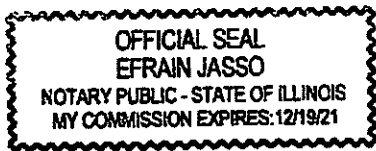
SWORN to before me this
5 day of April, 2021.

[Signature]
Notary Public Signature - (sign above)

Efrain Jasso
Notary Public Printed Name

My Commission Expires: 12-19-2021

(SEAL)



STATE OF Illinois)
COUNTY OF Cooh)

AFFIDAVIT

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

- I have read the information on this Affidavit and I understand such information.
- The property being transferred is located at **682 Providence Dr, Myrtle Beach, SC 29572, Horry County, bearing PIN # 395-13-03-0053, by Homedebone LLC, a Utah Limited Liability Company to Pereira Partners, LLC on the 5th day of April, 2021.**
- Check one of the following: The Deed is
 - Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money's worth.
 - 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 and a stockholder, partnership or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - 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.)
- Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this Affidavit):
 - The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$260,000.00.
 - The fee is computed on the fair market value of the realty, which is \$ _____.
 - The fee is computed on the fair market value of the realty as established for property tax purposes, which is \$ _____.
- 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:
- The Deed recording fee is composed as follows:

(a) Place the amount listed in item 4 above here:	<u>\$260,000.00</u>
(b) Place the amount listed in item 5 above here:	\$ _____
(c) Subtract item 6(a) from item 6(b) and place result here:	<u>\$260,000.00</u>
- The deed recording fee is based on the amount listed in item 6(c) above and the deed recording fee due is: \$962.00
- As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **David Litt**
- 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.

SWORN to before me this 5 Day of April, 2021.

[Signature]
(Notary Public)
My commission expires 12/19-2021
OFFICIAL SEAL
EFRAIN JASSO
NOTARY PUBLIC STATE OF ILLINOIS

[Signature]
Homedebone LLC, a UT Limited Liability Company
Responsible Person Connected with Transaction
David Litt
Print or Type Name Here

EXHIBIT "A"

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Myrtle Beach, Dogwood Neck Township, County of Horry and State of South Carolina, and being more particularly shown and described as Lot 63 and that certain plat prepared by Robert L. Bellamy & Associates, Inc. Consulting Engineers, Planners and Surveyors entitled prepared by Robert L. Bellamy & Associates, Inc., Consulting Engineers, Planners and Surveyors entitled "Final Subdivision Plat of Providence Park at Antigua located between 79th Avenue North and 82nd Parkway in the City of Myrtle Beach, County of Horry, State of South Carolina, developed by MBF Homes, Inc.", said plat being dated May 3, 1990, recorded June 26, 1990 in Plat Book 110 at Page 41, records of Horry County, South Carolina, which plat is made a part and parcel hereof by reference.

Further subject to restrictions and easements of record and easements which may exist on the ground.

This being the same lands and premises as conveyed to Grantor by deed from Gloria Ormand Ward dated February 4, 2021 and recorded February 18, 2021 in Deed Book 4391 at Page 65 in the office of the Register of Deeds for Horry County, South Carolina.

TMS: 165-12-03-068

PIN: 395-13-03-0053

Stamps: \$286.00 State Stamps: \$676.00 ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of Deeds

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Hyman Law Group

ADDRESS:

1208 3rd Ave

Conway, SC 29526-5106

TELEPHONE: (843) 248-2024

FAX: (843) 248-2024

E-MAIL ADDRESS: alex@hymanlaw.group

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 260000.00

BRIEF PROPERTY DESCRIPTION: LOT 63 PROVIDENCE PARK OF ANTIGUA

TAX MAP NUMBER (TMS #), / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

LAST NAME	FIRST NAME	MIDDLE NAME
1. <u>HOMEDEBONE LLC</u>	<u>A UTAH LIMITED LIABILITY COMPANY</u>	<u>GRANTOR</u>

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. **PEREIRA PARTNERS LLC**

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

EXHIBIT H

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

..... Space Above Line for Recorder's Use

**MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY
AGREEMENT**

PARCEL ID: 39513030053

**TO THE EXTENT PROVIDED IN THE NOTE, INTEREST OR DISCOUNT
WILL BE DEFERRED, ACCRUED OR CAPITALIZED.**

**THIS MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY
AGREEMENT COVERS FIXTURES AND CONSTITUTES A FINANCING
STATEMENT FILED AS A FIXTURE FILING UNDER ARTICLE 9 OF
THE UNIFORM COMMERCIAL CODE.**

<u>THIS DOCUMENT PREPARED BY:</u>	<u>AFTER RECORDING, RETURN TO:</u>
Angela DiTommaso ADiTommaso@EliteCommercialClosings.com RCN Capital, LLC 75 Gerber Road East, Ste. 102 South Windsor, CT 06074	RCN Capital, LLC 75 Gerber Road East, Ste. 102 South Windsor, CT 06074

70005

MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT (the "Instrument") is made by **Pereira Partners LLC**, as mortgagor (the "Mortgagor"), a Wyoming limited liability company with a principal place of business at 30 N Gould St, Ste R, Sheridan, WY 82801; in favor of **RCN Capital, LLC**, as mortgagee (the "Mortgagee"), a Connecticut limited liability company with a principal place of business at 75 Gerber Road East, Ste. 102, South Windsor, CT 06074.

RECITAL

Mortgagor is indebted to Mortgagee in the principal amount of **Two Hundred Seventy-Five Thousand Dollars and No Cents (\$275,000.00)**, as evidenced by Mortgagor's Commercial Promissory Note (as the same may be amended, restated, or modified from time to time, the "Note"), payable to Mortgagee, executed and delivered contemporaneously with this Instrument, and maturing on May 1, 2022 (the "Maturity Date"), subject to the terms and conditions of that certain Commercial Loan Agreement (as the same may be amended from time to time, the "Loan Agreement"), between Mortgagor and Mortgagee executed and delivered contemporaneously herewith.

AGREEMENT

TO SECURE TO MORTGAGEE the full and prompt payment and performance of each and all of Mortgagor's obligations under the Note, and the performance of the covenants and agreements of Mortgagor contained in this Instrument, and in any other documents evidencing, securing, or now or hereafter executed in connection with the Note (each, a "Loan Document"; collectively, the "Loan Documents"; and all of the indebtedness, obligations, and liabilities of Mortgagor arising under the Note, the Loan Documents, or both, and any and all renewals, modifications, rearrangements, amendments, or extensions thereof, are sometimes hereinafter referred to as the "Indebtedness"), Mortgagor hereby MORTGAGES, WARRANTS, HYPOTHECATES, AND ASSIGNS to Mortgagee the following described property (collectively, the "Premises");

- A The real property located in Horry County, South Carolina, at **682 Providence Dr, Myrtle Beach, SC 29572**, as such real property is more particularly described in SCHEDULE 1, attached hereto and made a part hereof for all purposes the same as if set forth herein verbatim; together with all right, title, and interest of Mortgagor in and to (i) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the real property or the Improvements (as hereinafter defined), (ii) any strips or gores between the real property and abutting or adjacent properties, and (iii) all water and water rights, timber, crops and mineral interests pertaining to the real property (such real property and other rights, titles, and interests being hereinafter sometimes called the "Land");
- B All buildings, structures, improvements now constructed or at any time in the future constructed or placed upon the Land, including any future alterations, replacements and additions (the "Improvements");

- C All fixtures and systems and articles of personal property, of every kind and character, now owned or hereafter acquired by Mortgagor which are now or hereafter is attached to the Land or the Improvements so as to constitute a fixture under the laws of the state of South Carolina, and used in or necessary to complete the proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (all of which are herein sometimes referred to together as "Accessories");
- D All (i) plans and specifications for the Improvements; (ii) approvals, entitlements and contracts relating to the Land or the Improvements or the Accessories or any part thereof; (iii) deposits including, but not limited to, Mortgagor's rights in tenants' security deposits (if any), deposits with respect to utility services to the Land or the Improvements or the Accessories or any part thereof, and any deposits or reserves hereunder or under any other Loan Documents (as hereinafter defined) for taxes, insurance or otherwise, funds, accounts, contract rights, instruments, documents, commitments, general intangibles, notes and chattel paper used in connection with or arising from or by virtue of any transactions related to the Land or the Improvements or the Accessories or any part thereof; (iv) permits, licenses, franchises, bonds, certificates and other rights and privileges obtained in connection with the Land or the Improvements or the Accessories or any part thereof; (v) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Land, the Improvements and the Accessories; and (vi) other properties, rights, titles and interests, if any, specified in any Section of this Instrument as being part of the Premises;
- E All rents (whether from residential or non-residential space), revenues, and other income of the Land or the Improvements, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Premises, whether now due, past due or to become due, and deposits forfeited by tenants, and, if Mortgagor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due, or to become due (all of which are herein sometimes referred to together as the "Rents");
- F All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Premises, or any portion of the Premises (including proprietary leases or occupancy agreements if Mortgagor is a cooperative housing corporation), and all modifications, extensions or renewals (all of which are herein sometimes referred to together as the "Leases");
- G All proceeds, products, consideration, compensation and recoveries, direct or consequential, cash and noncash, of or arising from, as the case may be, (i) the properties, rights, titles and interests referred to above in paragraphs (A), (B), (C), (D), (E), and (F); (ii) any sale, lease or other disposition thereof; (iii) each policy of insurance relating

thereto (including premium refunds); (iv) the taking thereof or of any rights appurtenant thereto by eminent domain or sale in lieu thereof for public or quasi-public use under any law; and (v) any damage thereto whether caused by such a taking (including change of grade of streets, curb cuts or other rights of access) or otherwise caused; and

- H All other interests of every kind and character, and proceeds thereof, which Mortgagor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in paragraphs (A), (B), (C), (D), (E), (F), (G), and all property used or useful in connection therewith, including, but not limited to, remainders, reversions and reversionary rights or interests.

Mortgagor does hereby represent and warrant that Mortgagor is lawfully seized of the Premises and has the right, power and authority to MORTGAGE, PLEDGE, HYPOTHECATE, GRANT, WARRANT, CONVEY AND ASSIGN the Premises, and that the Premises are unencumbered except for those encumbrances (the "Permitted Encumbrances") shown on the schedule of exceptions to coverage in the Title Policy (as defined in the Loan Agreement), issued to and accepted by Mortgagee contemporaneously with the execution and recordation of this Instrument and insuring Mortgagee's interest in the Premises. Mortgagor does hereby covenant and agree that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to the Permitted Encumbrances.

TO HAVE AND TO HOLD the Premises and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use and benefit forever, subject, however, to the terms and conditions in this Instrument.

PROVIDED, HOWEVER, that if Mortgagor will promptly pay, or cause to be paid to Mortgagee, the principal and interest payable under the Note, at the times and in the manner stipulated therein, herein, and in all other instruments securing the Note, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and will keep, perform and observe all the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Instrument and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then the lien of this Instrument, and all the properties, interest and rights hereby granted, conveyed and assigned will cease and be void, but will otherwise remain in full force and effect.

In consideration of the aforesaid, and in order to more fully protect the security of this Instrument, Mortgagor hereby represents, warrants, covenants, and agrees as follows:

1. Inspection. Mortgagee and any other Person authorized by Mortgagee shall have the right to enter and inspect the Premises at all reasonable times.
2. Security Agreement. This Instrument is also a security agreement between Mortgagor, as debtors, and Mortgagee, as secured party, for any of the Premises which, under applicable law, may be subjected to a security interest under the Uniform Commercial Code in the state of South Carolina (the "UCC"), for the purpose of securing Mortgagor's obligations under this Instrument and to further secure Mortgagor's obligations under the Note, and other Loan Documents, whether such Premises are owned now or acquired in the future, and all products

and cash and non-cash proceeds thereof (collectively, the "UCC Collateral"), and by this Instrument, Mortgagor hereby grants to Mortgagee a security interest in the Collateral. To the extent necessary under applicable law, Mortgagor hereby authorizes Mortgagee to prepare and file financing statements, continuation statements and financing statement amendments in such form as Mortgagee may require to perfect or continue the perfection of this security interest. If an Event of Default (as hereinafter defined) has occurred and is continuing, Mortgagee will have the remedies of a secured party under the UCC, in addition to all remedies provided by this Instrument or existing under applicable law. In exercising any remedies, Mortgagee may exercise its remedies against the Collateral separately or together, and in any order, without in any way affecting the availability of Mortgagee's other remedies. This Instrument also constitutes a financing statement with respect to any part of the Premises that is or may become a fixture, if permitted by applicable law.

3. Taxes and Other Charges. Mortgagor is responsible for the payment of all taxes ("Taxes"), assessments for local improvements ("Assessment"), rates and charges, license fees, all charges which may be imposed for the use of vaults, chutes, areas and other space beyond the lot line and abutting the public sidewalks in front of or adjoining the Premises, and all other governmental levies and charges (collectively, the "Impositions"), of every kind and nature whatsoever. Upon Mortgagee's request, Mortgagor shall deliver to Mortgagee within five (5) days of any such request, proof of payment of any and all Impositions, in form satisfactory to Mortgagee.

4. Insurance. Mortgagor shall keep the Premises insured in accordance with the provisions of the Loan Agreement.

5. Liens. Mortgagor shall not, directly or indirectly, create or suffer or permit to be created, or to stand, against the Premises or any portion thereof, or against the rents, issues and profits therefrom, any lien, charge, mortgage, deed of trust, adverse claim or other encumbrance, whether senior or junior to the lien of this Instrument, other than the lien of this Instrument and the Permitted Encumbrances.

6. Due on Sale or Encumbrance. Should the title to the Premises, or any part thereof or any interest therein, be transferred to any Person, firm or entity other than the Borrower, or should the ownership of the Premises, or any part thereof, become vested in any owner other than the Borrower, or should any lien, mortgage or any other encumbrance, voluntary or involuntary, be placed against the Premises, or in any of the foregoing events, the entire principal balance due under the Note, together with all accrued interest thereunder, shall at the election of Mortgagee, be and become immediately due and payable in full, subject to applicable law, and Mortgagee shall be entitled to pursue all remedies provided for in this Instrument or at law, including without limitation, foreclosure of the lien of this Instrument.

7. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession. (A) As part of the consideration for the Indebtedness, Mortgagor absolutely and unconditionally assigns and transfers to Mortgagee all Rents. It is the intention of Mortgagor to establish a present, absolute and irrevocable transfer and assignment to Mortgagee of all Rents and to authorize and empower Mortgagee to collect and receive all Rents without the necessity of further action on the part of the Borrower. Promptly upon request by Mortgagee, Mortgagor agrees to

execute and deliver such further assignments as Mortgagee may from time to time require. Mortgagor and Mortgagee intend this assignment of Rents to be immediately effective and to constitute an absolute, present, and unconditional assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, the Rents will not be deemed to be a part of the Premises. However, if this present, absolute, and unconditional assignment of the Rents is not enforceable by its terms under the laws of the state of South Carolina, then the Rents will be included as a part of the Premises and it is the intention of Mortgagor that in this circumstance this Instrument create and perfect a lien on the Rents in favor of Mortgagee, which lien will be effective as of the date of this Instrument. (B) Until the occurrence of an Event of Default, Mortgagee hereby grants to Mortgagor a revocable license to collect and receive all the Rents, to hold all the Rents in trust for the benefit of Mortgagee and to apply all the Rents to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including the Taxes, Impositions, Assessments, and Insurance, and to pay the current costs and expenses of managing, operating and maintaining the Premises, tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing, the Rents remaining after application pursuant to the preceding sentence may be retained by Mortgagor free and clear of, and released from, Mortgagee's rights with respect to the Rents under this Instrument. After the occurrence of an Event of Default, and during the continuance of such Event of Default, Mortgagor authorizes Mortgagee to collect, sue for, and compromise the Rents and directs each tenant of the Premises to pay all the Rents to, or as directed by, Mortgagee. From and after the occurrence of an Event of Default, and during the continuance of such Event of Default, and without the necessity of Mortgagee entering upon and taking and maintaining control of the Premises directly, or by a receiver, Mortgagor's license to collect the Rents will automatically terminate and Mortgagee will, without notice, be entitled to all the Rents as they become due and payable, including the Rents then due and unpaid. Mortgagor will pay to Mortgagee upon demand all the Rents to which Mortgagee is entitled. At any time on or after the date of Mortgagee's demand for the Rents, Mortgagee may give, and Mortgagor hereby irrevocably authorizes Mortgagee to give, notice to all tenants of the Premises instructing them to pay all Rents to Mortgagee. *No tenant will be obligated to inquire further as to the occurrence or continuance of an Event of Default. No tenant will be obligated to pay to Mortgagor any amounts which are actually paid to Mortgagee in response to such a notice.* Any such notice by Mortgagee will be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Mortgagor will not interfere with and will cooperate with Mortgagee's collection of such Rents. (C) If an Event of Default has occurred and is continuing, then Mortgagee will have each of the following rights and may take any of the following actions: (i) Mortgagee may, regardless of the adequacy of Mortgagee's security or the solvency of Mortgagor and even in the absence of waste, enter upon and take and maintain full control of the Premises in order to perform all acts that Mortgagee in its discretion determines to be necessary or desirable for the operation and maintenance of the Premises, including the execution, cancellation, or modification of the Leases, the collection of all the Rents, the making of repairs to the Premises and the execution or termination of contracts providing for the management, operation or maintenance of the Premises, for the purposes of enforcing the assignment of the Rents pursuant to Section 7(A) of this Instrument, protecting the Premises or the security of this Instrument, or for such other purposes as Mortgagee, in its

discretion, may deem necessary or desirable. (ii) Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Mortgagee's security, without regard to Mortgagor's solvency and without the necessity of giving prior notice (oral or written) to Mortgagor, Mortgagee may apply to any court having jurisdiction for the appointment of a receiver for the Premises to take any or all of the actions set forth in the preceding sentence. If Mortgagee elects to seek the appointment of a receiver for the Premises at any time after an Event of Default has occurred and is continuing, Mortgagor's, by its execution of this Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law. (iii) If Mortgagor is a housing cooperative corporation or association, Mortgagor hereby agrees that if a receiver is appointed, the order appointing the receiver may contain a provision requiring the receiver to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including the Taxes, Impositions, Assessments, and Insurance, it being acknowledged and agreed that the Indebtedness is an obligation of Mortgagor and must be paid out of maintenance charges payable by Mortgagor's tenant shareholders under their proprietary leases or occupancy agreements. (iv) Mortgagee or the receiver, as the case may be, will be entitled to receive a reasonable fee for managing the Premises. (v) Immediately upon appointment of a receiver or immediately upon Mortgagee's entering upon and taking possession and control of the Premises, Mortgagor will surrender possession of the Premises to Mortgagee or the receiver, as the case may be, and will deliver to Mortgagee or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Premises and all security deposits and prepaid Rents. (vi) If Mortgagee takes possession and control of the Premises, then Mortgagee may exclude Mortgagor and its representatives from the Premises. Mortgagor acknowledges and agrees that the exercise by Mortgagee of any of the rights conferred under this Section 7 will not be construed to make Mortgagee a mortgagee-in-possession of the Premises so long as Mortgagee has not itself entered into actual possession of the Land and Improvements. (D) If Mortgagee enters the Premises, Mortgagee will be liable to account only to Mortgagor and only for those Rents actually received. Except to the extent of Mortgagee's gross negligence or willful misconduct, Mortgagee will not be liable to the Borrower, anyone claiming under or through Mortgagor or anyone having an interest in the Premises, by reason of any act or omission of Mortgagee under Section 7(C) of this Instrument, and Mortgagor hereby releases and discharges Mortgagee from any such liability to the fullest extent permitted by law. If the Rents are not sufficient to meet the costs of taking control of and managing the Premises and collecting the Rents, any funds expended by Mortgagee for such purposes will become an additional part of the Indebtedness. (E) If the Rents are not sufficient to meet the costs of taking control of and managing the Premises and collecting the Rents, any funds expended by Mortgagee for such purposes will become an additional part of the Indebtedness as provided in Section 10 of this Instrument. (F) Any entering upon and taking of control of the Premises by Mortgagee or the receiver, as the case may be, and any application of Rents as provided in this Instrument will not cure or waive any Event of Default or invalidate any other right or remedy of Mortgagee under applicable law or provided for in this Instrument.

8. Intentionally left blank.

9. Application of Payments. If at any time Mortgagee receives, from Mortgagor or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at

such time, then Mortgagee may apply that payment to amounts then due and payable in any manner and in any order determined by Mortgagee, in Mortgagee's discretion. Neither Mortgagee's acceptance of an amount that is less than all amounts then due and payable nor Mortgagee's application of such payment in the manner authorized will constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction. Notwithstanding the application of any such amount to the Indebtedness, Mortgagor's obligations under this Instrument, the Note and all other Loan Documents will remain unchanged.

10. Protection of Mortgagee's Security; Instrument Secures Future Advances. If Mortgagor should fail to perform any of its obligations under this Instrument or any other Loan Document, or if any action or proceeding is commenced which purports to affect the Premises, Mortgagee's security, or Mortgagee's rights under this Instrument, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws (as hereinafter defined), fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Mortgagee, at Mortgagee's option may make such appearances, file such documents, disburse such sums and take such actions as Mortgagee reasonably deems necessary to perform such obligations of Mortgagor and to protect Mortgagee's interest, including all of the following: (i) payment of attorney's fees and costs; (ii) enter upon the Premises to make repairs or secure the Premises; procure insurance as required by the Loan Agreement; (iii) pay any amounts which Mortgagor has failed to pay under this Instrument, the Loan Agreement, or any of the Loan Documents; (iv) perform any of the Mortgagor's obligations under the Loan Agreement; (v) make advances to pay, satisfy or discharge any obligation of the Mortgagor for the payment of money that is secured by a lien on the Premises. Any amounts disbursed by Mortgagee under this Section 10 or under any other provision of this Instrument that treats such disbursement as being made under this Section 10, will be secured by this Instrument, will be added to, and become part of, the principal component of the Indebtedness, will be immediately due and payable and will bear interest from the date of disbursement until paid at the Default Rate (as defined in the Note). Nothing in this Section 10 will require Mortgagee to incur any expense or take any action. The provisions of this Section 10, including the obligation to indemnify Mortgagee, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Instrument and shall not be affected by Mortgagee's acquisition of any interest in the Premises, whether by foreclosure or otherwise. As used herein, the term "Hazardous Materials Law" and "Hazardous Materials Laws" means any and all federal, state and local laws, ordinances, regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future, including all amendments, that relate to Hazardous Materials (as hereinafter defined) or the protection of human health or the environment and apply to Mortgagor or to the Premises. Hazardous Materials Laws include the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq., and their state analogs. As used herein, the term "Hazardous Materials" means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls (PCBs) and compounds

containing them; lead and lead-based paint; asbestos or asbestos containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Premises are prohibited by any governmental authority; any substance that requires special handling and any other material or substance now or in the future that (i) is defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant," or "pollutant" by or within the meaning of any Hazardous Materials Law, or (ii) is regulated in any way by or within the meaning of any Hazardous Materials Law.

11. Events of Default. An Event of Default under the Note, the Loan Agreement, or any other Loan Documents will constitute an Event of Default under this Instrument. Upon the occurrence of an Event of Default, the Indebtedness shall become due and payable forthwith at the option of Mortgagee.

12. Remedies Cumulative. Each right and remedy provided in this Instrument is distinct from all other rights or remedies under this Instrument, the Loan Agreement or any other Loan Document or afforded by applicable law or equity, and each will be cumulative and may be exercised concurrently, independently or successively, in any order. Mortgagee's exercise of any particular right or remedy will not in any way prevent Mortgagee from exercising any other right or remedy available to Mortgagee. Mortgagee may exercise any such remedies from time to time and as often as Mortgagee chooses.

13. Waiver of Statute of Limitations, Offsets, and Counterclaims. Mortgagor waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce any Loan Document. Mortgagor hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by Mortgagee or otherwise to offset any obligations to make the payments required by the Loan Documents. No failure by Mortgagee to perform any of its obligations under this Instrument will be a valid defense to, or result in any offset against, any payments that Mortgagor is obligated to make under any of the Loan Documents.

14. Waiver of Marshalling. Notwithstanding the existence of any other security interests in the Premises held by Mortgagee or by any other party, Mortgagee will have the right to determine the order in which any or all of the Premises will be subjected to the remedies provided in this Instrument, the Note, the Loan Agreement, or any other Loan Document, or applicable law. Mortgagee will have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Mortgagor and any party who now or in the future acquires a security interest in the Premises and who has actual or constructive notice of this Instrument waives any and all right to require the marshalling of assets or to require that any of the Premises be sold in the inverse order of alienation or that any of the Premises be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this Instrument.

15. Further Assurances. Mortgagor will deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, estoppel certificates, financing statements or amendments, transfers and assurances as Mortgagee may require from time to time in order to better assure,

grant, and convey to Mortgagee the rights intended to be granted, now or in the future, to Mortgagee under this Instrument and the Loan Documents.

16. Governing Law; Consent to Jurisdiction and Venue. This Instrument, and the provisions for the creation, perfection, priority, enforcement, and foreclosure of the liens and security interests created in the Premises will be governed by, and construed in accordance with, the laws of the state of South Carolina. Notwithstanding the foregoing, the law of the state of Connecticut shall govern the validity and enforceability of all Loan Documents, and the Indebtedness arising hereunder (but the foregoing shall not be construed to limit Mortgagee's rights with respect to such security interest created in the state of South Carolina). Nothing in this Section 16 is intended to limit Mortgagee's right to bring any suit, action or proceeding relating to matters under this Instrument, the Note, the Loan Agreement, or any of the Loan Documents in any court of any other jurisdiction.

17. Notices. All notices, demands, and other communications required hereunder or otherwise related to this Instrument must be given in accordance with the terms and conditions set forth in the Loan Agreement.

18. Successors and Assigns. This Instrument will bind the respective successors and assigns of Mortgagor and Mortgagee, and the rights granted by this Instrument will inure to Mortgagee's successors and assigns.

19. Joint and Several Liability. If more than one party signs this Instrument as Mortgagor, the obligations of such Persons will be joint and several.

20. Relationship of Parties; No Third-Party Beneficiary. The relationship between Mortgagee and Mortgagor will be solely that of creditor and debtor, respectively, and nothing contained in this Instrument will create any other relationship between Mortgagee and Mortgagor. Nothing contained in this Instrument will constitute Mortgagee as a joint venturer, partner or agent of Mortgagor, or render Mortgagee liable for any debts, obligations, acts, omissions, representations or contracts of Mortgagor. No creditor of any party to this Instrument and no other Person will be a third-party beneficiary of this Instrument or any other Loan Document.

21. Severability; Amendments; Construction The invalidity or unenforceability of any provision of this Instrument will not affect the validity or enforceability of any other provision, and all other provisions will remain in full force and effect. This Instrument contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Instrument. This Instrument may not be amended or modified except by a writing signed by the party against whom enforcement is sought. The captions and headings of the sections of this Instrument are for convenience only and will be disregarded in construing this Instrument. Any reference in this Instrument to a "Section" will, unless otherwise explicitly provided, be construed as referring to a section of this Instrument. Any reference in this Instrument to a statute or regulation will be construed as referring to that statute or regulation as amended from time to time. Use of the singular in this Instrument includes the plural and use of the plural includes the singular. As used in this Instrument, the term "including" means "including, but not limited to" and the term "includes" means "includes without limitation." Unless the context requires otherwise, any definition of or reference to any agreement, instrument, or

other document in this Instrument will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in this Instrument). Any reference in this Instrument to any Person will be construed to include such Person's successors and assigns. Any capitalized term not specifically defined in this Instrument will have the meaning ascribed to that term in the Loan Agreement. The term "Person" as used herein, shall mean any natural person, sole proprietorship, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, any federal, state, county or municipal government (or any agency or political subdivision thereof), endowment fund or any other form of entity.

22. Subrogation. If, and to the extent that, the proceeds of the loan evidenced by the Note, or subsequent advances under Section 10 of this Instrument, are used to pay, satisfy or discharge a prior lien, such loan proceeds or advances will be deemed to have been disbursed by Mortgagee at Mortgagor's request, and Mortgagee will automatically, and without further action on its part, be subrogated to the rights, including lien priority, of the owner or holder of the obligation secured by the prior lien, whether or not the prior lien is released.

23. Confession of Judgment in Ejectment. To the extent permissible under the laws of the state of South Carolina, at any time after an Event of Default, regardless of whether Mortgagee has asserted any other right or exercised any other remedy under this Instrument or any of the other Loan Documents, it shall be lawful for any attorney of any court to confess judgment in ejectment against Mortgagor and all Persons claiming under Mortgagor for the recovery by Mortgagee of possession of all or any part of the Premises, for which this Instrument shall be sufficient warrant. If for any reason after such action shall have commenced the same shall be discontinued and the possession of the Premises shall remain in or be restored to Mortgagor, Mortgagee shall have the right upon subsequent default or defaults to bring one or more action or actions as hereinabove set forth to recover possession of all or any part of the Premises.

24. Acceleration; Remedies. At any time during the existence of an Event of Default, Mortgagee, at its option, may declare the Indebtedness to be immediately due and payable without further demand and may foreclose the lien of this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided in this Instrument, the Loan Agreement or in any other Loan Document. Mortgagee will be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorneys' fees and costs, costs of documentary evidence, abstracts and title reports, court costs, filing fees and all other expenses incurred by or on behalf of Mortgagee after the occurrence of such Event of Default, all of which will be a part of the Indebtedness.

25. Release. Upon payment of the Indebtedness, this Instrument will become null and void, and Mortgagee will release this Instrument. Mortgagor will pay Mortgagee's reasonable costs incurred in releasing this Instrument, not to exceed the amount permitted by South Carolina law.

26. Waiver of Homestead. Mortgagor hereby waives all right of homestead exemption in the Premises.

27. Waiver of Appraisal. Mortgagor acknowledges that, prior to the transaction evidenced by the Note and this Instrument, Mortgagor had been notified in writing that the "Waiver of Appraisal" provision set forth on the signature page of this Instrument would be required, and Mortgagor does hereby ratify and agree to said provision, all in accordance with the requirements of South Carolina Code Section 29-3-680(b).

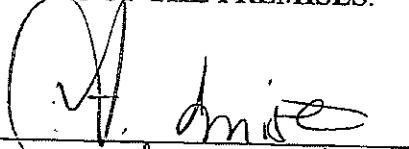
28. Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 28 and the terms and conditions of this Instrument, the terms and conditions of this Section 28 will control and be binding. (A) This Instrument is granted to secure each of the following in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina 1976: (i) All future advances and readvances that may subsequently be made by Mortgagee to Mortgagor, evidenced by the Note, or any other promissory notes, and all renewals, replacements, modifications, and extensions thereof; provided, however, that nothing contained herein will create an obligation on the part of Mortgagee to make future advances or readvances to Mortgagor. (ii) All other indebtedness of Mortgagor to Mortgagee now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby will not exceed twice the face amount of the Note, plus interest thereon, all charges and expenses of collection incurred by Mortgagee, including court costs, and reasonable attorneys' fees and costs. (B) This Instrument is intended to be and will be construed as an instrument under seal. (C) Notwithstanding any other language of this Instrument, this Instrument secures all future advances in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976); provided, however, that nothing contained in this Instrument will create an obligation on the part of Mortgagee to make future advances or readvances to Mortgagor; and all sums disbursed and costs and expenses incurred by Mortgagee in connection with the Indebtedness or any part thereof, any renewal, extension, modification, consolidation, change, substitution, replacement, restatement or increase of the Indebtedness or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of Mortgagor or Mortgagee. (D) Anything to the contrary otherwise contained in this Instrument notwithstanding, all provisions of this Instrument granting to any party remedies or the benefits of any waiver, self help or other similar provisions will be read to provide that the same are available only to the extent permitted by applicable law.

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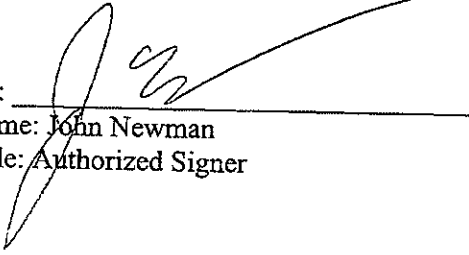
IN WITNESS WHEREOF, the undersigned has signed and delivered this Mortgage, Assignment of Rents, and Security Agreement or has caused said instrument to be signed and delivered by its duly authorized representative on April 5, 2021.

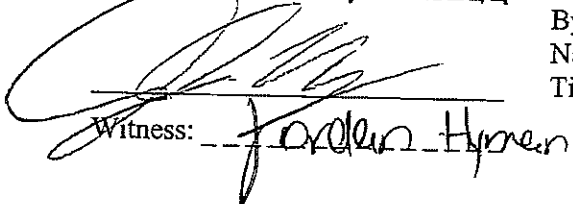
WAIVER OF APPRAISAL. The laws of South Carolina provide that in any real estate foreclosure proceeding against whom a personal judgment is taken or asked, may within thirty (30) days after the sale of the Premises apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THEIR STATUTORY APPRAISAL RIGHTS. THE HIGH BID AT ANY JUDICIAL FORECLOSURE SALE OF THE PREMISES WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE PREMISES.**



Pereira Partners LLC

Witness: Farran Smith

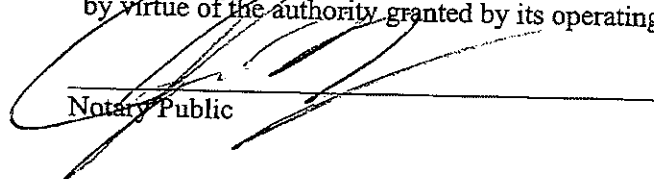
By: 
Name: John Newman
Title: Authorized Signer


Witness: Jordan Hyman

STATE OF SC
COUNTY OF Horry

)
) ss. Acknowledgment
)

I certify that on April 5, 2021, John Newman came before me in person and stated to my satisfaction that he/she made the attached instrument; and was authorized to and did execute this instrument on behalf of, and as Authorized Signer of Pereira Partners LLC (the "Company"), the entity named in this instrument, as the free act and deed of the Company, by virtue of the authority granted by its operating agreement and its members.


Notary Public

JORDAN HYMAN
Notary Public, State of South Carolina
My Commission Expires Oct. 23, 2024

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SCHEDULE 1
BUDGET

Item (Do not change the names)	Description (Fill in this section, describe work to be completed in detail)	Cost (Fill In)
Demo & Trash Out	Dumpsters, demo and trash-out	\$2,500.00
Landscaping	Clean yard and landscape lot to improve curb appeal	\$1,500.00
Roofing Replace	Full roof replacement and repair soffit/fascia as needed	\$9,500.00
Electrical Fan / Light Fixtures	Install all new light fixtures throughout	\$1,650.00
Electrical Receptacles / Switches	Install new outlets/switches as needed and misc. relec repairs	\$350.00
Wall Repair	Patch/repair walls and ceilings throughout to prep for paint	\$1,500.00
Flooring Tile	Install all new flooring throughout - either tile or part LVP/laminate	\$9,500.00
Painting Interior	Paint entire interior throughout	\$5,000.00
Kitchen Cabinetry	Install all new kitchen cabinetry	\$4,750.00
Kitchen Countertops	Install new granite countertops	\$2,250.00
Kitchen Plumbing	Install new kitchen sink and faucet	\$500.00
Plumbing Other	Test and repair or replace plumbing system components as needed; Install new fixtures in bathrooms	\$3,000.00
Bathroom Full Remodel	Full remodel of 2 bathrooms - install new tile, vanity, tub/shower, toilet, mirrors/lights, accessories, etc.	\$5,500.00
Appliance Package	Install all new stainless steel appliance package	\$2,500.00
Total Cost:		\$50,000.00

BORROWER SIGN TO ACKNOWLEDGE:

Pereira Partners LLC

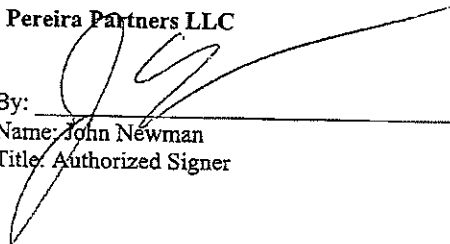
By: 
 Name: John Newman
 Title: Authorized Signer

Exhibit "A"

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Myrtle Beach, Dogwood Neck Township, County of Horry and State of South Carolina, and being more particularly shown and described as Lot 63 and that certain plat prepared by Robert L. Bellamy & Associates, Inc. Consulting Engineers, Planners and Surveyors entitled prepared by Robert L. Bellamy & Associates, Inc., Consulting Engineers, Planners and Surveyors entitled "Final Subdivision Plat of Providence Park at Antigua located between 79th Avenue North and 82nd Parkway in the City of Myrtle Beach, County of Horry, State of South Carolina, developed by MBF Homes, Inc.", said plat being dated May 3, 1990, recorded June 26, 1990 in Plat Book 110 at Page 41, records of Horry County, South Carolina, which plat is made a part and parcel hereof by reference.

Further subject to restrictions and easements of record and easements which may exist on the ground.

This being the same lands and premises as conveyed to mortgagor by deed from Homedebone, LLC dated April 5, 2021 and recorded simultaneously with said deed.

TMS: 165-12-03-068
PIN: 395-13-03-0053

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Mortgage

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Hyman Law Group

ADDRESS:

1208 3rd Ave

Conway, SC 29526-5106

TELEPHONE: (843) 248-2024

FAX: (843) 248-2024

E-MAIL ADDRESS: alex@hymanlaw.group

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 275000.00

BRIEF PROPERTY DESCRIPTION: LOT 63 PROVIDENCE PARK OF ANTIGUA

TAX MAP NUMBER (TMS #), / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

FULL BUSINESS NAME

1. RCN CAPITAL LLC

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. PEREIRA PARTNERS LLC

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ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

CONTRACTOR'S NOTICE OF PROJECT COMMENCEMENT
Pursuant to Code of Laws of South Carolina Section 29-5-23

Name/Address of Entity filing Notice of Commencement: NB Labor, LLC dba
Newman Brothers General Contractors
PO Box 6938
Myrtle Beach, SC 29572

Name/Address of Owner: Pereira Partners LLC PO Box 6938
Myrtle Beach, SC 29572

Name Address of Developer: NB Labor LLC PO Box 6938
Myrtle Beach, SC 29572

General Description of Improvement: Remodel to include new roof, new windows, new flooring
paint, new countertops & landscaping

Location of Project: 682 Providence Drive, Myrtle Beach, SC 29572

Legal Description: Providence Park; Lot 63 at Antigua

TMS Number: 165-12-03-068

This Notice of Project Commencement was filed in the Horry County RMC Office.
Sub-subcontractors and suppliers to subcontractors shall comply with South Carolina Code Section 29-5-20
when filing mechanic's liens in connection with this Project.

NEWMAN BROTHERS GENERAL CONTRACTORS

By: [Signature]
(Sign and Print Name)

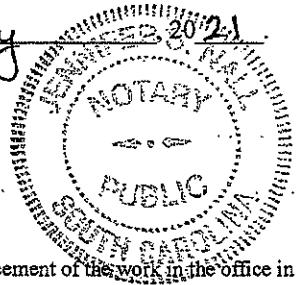
Its: CFO
(Print Title)

Date: 05-04-21

SWORN to before me this 4th day of May

Jennifer S. Hall
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 04-24-28



This notice must be filed within fifteen (15) days of the commencement of the work in the office in which deeds are filed in the county in which the project is located and must be accompanied by the appropriate filing fee.

EXHIBIT I

Return to:
Document Recording Services
P.O. Box 3008
Tallahassee, FL 32315-3008

Prepared By & Return to:
Erin Schanzer
RCN Capital, LLC
75 Gerber Road East, Ste. 102
South Windsor, CT 06074

70005

Assessor's Parcel No.:
39513030053

.....Space Above Line for Recorder's Use.....



ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned **RCN Capital, LLC** (the "Assignor"), a Connecticut limited liability company, having a principal place of business at 75 Gerber Road East, Ste. 102, South Windsor, CT 06074, does hereby GRANT, SELL, ASSIGN, TRANSFER, AND CONVEY unto **Toorak Capital Partners, LLC** (the "Assignee"), a Delaware limited liability company, having a principal place of business of 15 Maple St., Second Floor West, Summit, NJ 07901, all of its right, title, and interest in and to a certain **Mortgage, Assignment of Rents, and Security Agreement**, dated April 5, 2021, executed by Pereira Partners LLC, a Wyoming limited liability company, as mortgagor, in favor of RCN Capital, LLC, as mortgagee, which was recorded as BK: 6392, PG: 2674 on 4-7-21 in the office of the Clerk of Court or Register of Deeds of Horry County, South Carolina, securing payment of **\$275,000.00**, and encumbering the real property and improvements commonly known as **682 Providence Dr, Myrtle Beach, SC 29572**, as more particularly described in SCHEDULE 1, attached.

Together with the obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under the said security instrument.

TO HAVE AND TO HOLD the same unto the Assignee, and its successor and assigns, forever,
subject only to the terms and conditions of the above-described security instrument.

The security instrument assigned hereby has not been further assigned except as set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment on _
April 12, 2021.

Emma Connell
Witness: *EMMA CONNELL*

RCN Capital, LLC

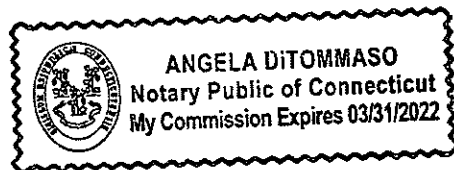
Ch
Witness: *Cecilia Ritskewitz*

By: *Matthew Gunter*
Matthew Gunter, Authorized Signer

STATE OF CONNECTICUT)
)ss. South Windsor
COUNTY OF HARTFORD)

I certify that on April 12, 2021, **Matthew Gunter** came before me in person and stated to my satisfaction that he/she made the attached instrument; and was authorized to and did execute this instrument on behalf of, and as Authorized Signer of RCN Capital, LLC, a Connecticut limited liability company (the "Company"), the entity named in this instrument, as the free act and deed of the Company, by virtue of the authority granted by its operating agreement and its members.

Angela DiTommaso
Notary Public



SCHEDULE 1
PROPERTY DESCRIPTION

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Myrtle Beach, Dogwood Neck Township, County of Horry and State of South Carolina, and being more particularly shown and described as Lot 63 and that certain plat prepared by Robert L. Bellamy & Associates, Inc. Consulting Engineers, Planners and Surveyors entitled prepared by Robert L. Bellamy & Associates, Inc., Consulting Engineers, Planners and Surveyors entitled "Final Subdivision Plat of Providence Park at Antigua located between 79th Avenue North and 82nd Parkway in the City of Myrtle Beach, County of Horry, State of South Carolina, developed by MBF Homes, Inc.", said plat being dated May 3, 1990, recorded June 26, 1990 in Plat Book 110 at Page 41, records of Horry County, South Carolina, which plat is made a part and parcel hereof by reference.

Further subject to restrictions and easements of record and easements which may exist on the ground.

TMS: 165-12-03-068
PIN: 395-13-03-0053

EXHIBIT J

39513-03-0053.

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39513-03-0053.

re-record to correct scrivener's error

Warranty Deed

Mail after recording to Homedebone LLC, 881 W Baxter Drive, Suite 100, South Jordan, UT 84095

Tax parcel ID: 395-13-03-0053

This instrument prepared by Homedebone LLC 881 W Baxter Drive, Suite 100, South Jordan, UT 84095

Brief description for the index:

THIS DEED made this 4th day of February, 2021, by and between

GRANTOR

Gloria Ormand Ward, not married, of 682 Providence Dr, Myrtle Beach, SC 29572, USA

GRANTEE

Homedebone LLC, a Utah limited liability company whose tax mailing address is 881 W Baxter Drive, Suite 100, South Jordan, UT 84095

The collective designations of Grantor and Grantee as used within this document will include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

IN WITNESS WHEREOF, the said Grantors, for and in consideration of the sum of \$100.00 dollars and other consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released and by these presents do remise and release, with general warranty covenants, unto the Grantee as the sole tenant, and his heirs and assigns all right, title, claim, and interest of the said Grantors in and to a certain tract or parcel

of land lying and being in the County of Horry, and State of ~~North Carolina~~ South Carolina, in Dogwood Neck Township, and more particularly described as follows:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Myrtle Beach, Dogwood Neck Township, County of Horry and State of South Carolina, and being more particularly shown and described as Lot 63 and that certain plat prepared by Robert L. Bellamy & Associates, Inc., Consulting Engineers, Planners and Surveyors entitled "Final Subdivision Plat of Providence Park at Antigua located between 79th Avenue North and 82nd Parkway in the City of Myrtle Beach, County of Horry, State of South Carolina, developed by MBF Homes, Inc.", said plat being dated May 3, 1990, recorded June 26, 1990, in Plat Book 110 at Page 41, records of Horry County, South Carolina, which plat is made a part and parcel hereof by reference.

Further subject to restrictions and easements of record and easements which may exist on the ground.

This is the identical property conveyed to the Grantor herein by Deed of Francisco J. Rey and Clara C. Rey dated December 1, 1995 and recorded December 1, 1995 in Deed Book 1835 at Page 711, Horry County Records.

Deed BK: 4391 PG: 66 Doctype: 001 02/18/2021 at 03:04:39 PM, 2 OF 5 EXEMPT ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of Deeds

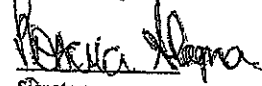
DocuSign Envelope ID: 855FB2B5-1FA8-4176-8CFB-38A947B12531

TO HAVE AND TO HOLD the sforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed in the presence of:



Signature



Name



Signature



Name


Gloria Ormand Ward

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Deed BK: 4391 PG: 67 Doctype: 001 02/18/2021 at 03:04:39 PM, 3 OF 5 EXEMPT ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of Deeds

DocuSign Envelope ID: 855FB2B6-1FA6-4176-BCFB-36A947B12E31

Grantor Acknowledgement

STATE OF ~~NORTH CAROLINA~~
ILLINOIS
COUNTY OF ~~Horry~~ COOK

I, Rosaria Alegria, a Notary Public of the aforesaid County and State, certify that Gloria Ormand Ward, the Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 4th day of February, 2021.

My commission expires: 10/7/2024

Notary Public Rosaria Alegria



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ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

Deed BK: 4391 PG: 68 Doctype: 001 02/18/2021 at 03:04:39 PM, 4 OF 5 EXEMPT ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of Deeds

ILLINOIS
STATE OF ~~SOUTH CAROLINA~~
COUNTY OF ~~HORRY~~ COOK

AFFIDAVIT

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

- I have read the information on this affidavit and I understand such information.
- The property being transferred is located at 682 PROVIDENCE DRIVE Myrtle Beach, SC, was transferred on 2/14/2021 bearing Horry County Tax Map Number 29572 by GLORIA DORIS WARD to Homedebone, LLC

- Check one of the following: The deed is
 - subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - 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.
 - exempt from the deed recording fee because (See Information section of affidavit); # 8 FROM SECTION 12-24-40

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

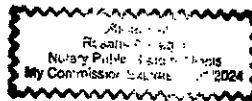
If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

- Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of
 - The fee is computed on the fair market value of the realty which is
 - The fee is computed on the fair market value of the realty as established for property tax purposes which is



- 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: _____

- The deed recording fee is computed as follows:
 - Place the amount listed in item 4 above here: _____
 - Place the amount listed in item 5 above here: _____ (If no amount is listed, place zero here.)
 - Subtract line 6(b) from Line 6(a) and place result here: _____



- The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____
- As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Manager of LLC
- 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.

SWORN to before me this 9th day of February year of 2021
Rosaria Alagna
Notary Public Signature
My Commission Expires: 10/07/2024

David Litt
Responsible Person Connected w/Transaction (Signature)
ROSARIA ALAGNA
Responsible Person Connected w/Transaction (Printed)
Rosaria Alagna
Notary Public Printed Name

Deed BK: 4391 PG: 69 Doctype: 001 02/18/2021 at 03:04:39 PM, 5 OF 5 EXEMPT ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of Deeds

Horry REGISTER OF DEEDS

TRANSMITTAL SHEET

TO BE FILED WITH EACH INSTRUMENT PRESENTED FOR RECORDING.
Horry REGISTER OF DEEDS,

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed
DATE OF INSTRUMENT: 04/21/2021

DOCUMENT SHALL BE RETURNED TO:

Name: Chicago Land Agency Services Inc.
Address: 1279 N Milwaukee Ave 310, Chicago, IL 60622
TELEPHONE NUMBER:
FAX NUMBER:
E_MAIL ADDRESS:

RELATED DOCUMENT(S): LIST THE PREVIOUS BOOK AND PAGE NUMBER(S) THIS DOCUMENT PERTAINS TO IF APPLICABLE:
THIS INFORMATION MUST ALSO APPEAR CONSPICUOUSLY ON THE FIRST PAGE OF ALL SUBSEQUENT DOCUMENTS.

Book: 1835, Page: 711,

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 0.00

BRIEF PROPERTY DESCRIPTION: PROVIDENCE PARK LOT 63 AT ANTIGUA

Parcel Tax ID: 395-13-03-0053 395-13-03-0053

LIST ALL PARTIES TO BE INDEXED IN THIS TRANSACTION: ALL NAMES ARE TO BE BOLDDED, UNDERLINED, CAPITALIZED.

GRANTOR / MORTGAGOR / OBLIGOR / MAKER(FROM WHO):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
<u>WARD</u>	<u>GLORIA</u>	<u>ORMAND</u>

FULL BUSINESS NAME

GRANTEE / MORTGAGEE / OBLIGEE / (FROM WHOM):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
------------------	-------------------	--------------------

FULL BUSINESS NAME

HOMEBONE LLC

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Hyman Law Group

ADDRESS:
1208 3rd Ave
Conway, SC 29526-5106

TELEPHONE: (843) 248-2024

FAX: (843) 248-2024

E-MAIL ADDRESS: alex@hymanlaw.group

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 100.00

BRIEF PROPERTY DESCRIPTION: LOT 63 PROVIDENCE PARK AT ANTIGUA

TAX MAP NUMBER (TMS #), / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
1.	<u>WARD</u>	<u>GLORIA</u>	<u>ORMAND</u>

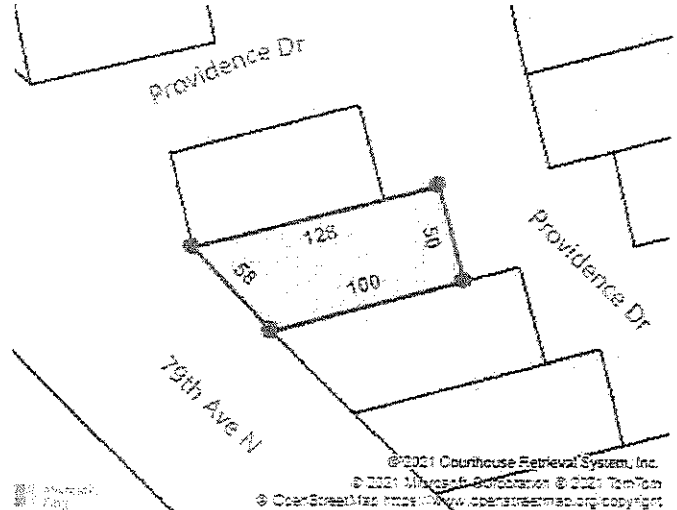
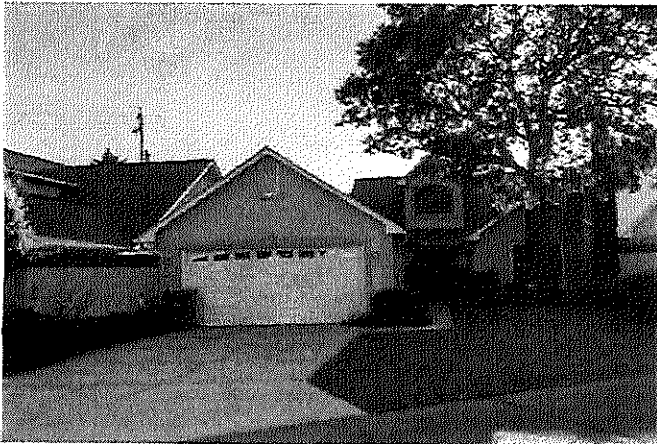
GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. HOMEDEBONE LLC

EXHIBIT K

Thursday, October 28, 2021



LOCATION

Property Address 682 Providence Dr
Myrtle Beach, SC 29572-4121

Subdivision Providence Pk/Antigua

County Horry County, SC

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 39513030053

Alternate Parcel ID 1651203068

Account Number

District/Ward 880

2010 Census Trct/Blk 503.03/1

Assessor Roll Year 2020

PROPERTY SUMMARY

Property Type Residential

Land Use Patio Home

Improvement Type Dwelling

Square Feet 2238

CURRENT OWNER

Name Pereira Partners LLC

Mailing Address Po Box 6938
Myrtle Beach, SC 29572-0003

SCHOOL ZONE INFORMATION

Myrtle Beach Primary School 3.8 mi
Elementary: Pre K to 1 Distance

Myrtle Beach Elementary School 3.9 mi
Elementary: 2 to 3 Distance

Myrtle Beach Middle School 3.8 mi
Middle: 5 to 8 Distance

Myrtle Beach High School 3.6 mi
High: 9 to 12 Distance

SALES HISTORY THROUGH 08/31/2021

Sold Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
4/5/2021	4/7/2021	\$260,000	Pereira Partners LLC	Homedebone LLC	Warranty Deed		4406/1685
2/4/2021	2/18/2021		Homedebone LLC	Ormand-Ward Gloria	Warranty Deed		4391/65
12/31/2016			Ormand-Ward Gloria	Ward-Gocde Gloria			
9/14/2012		\$5	Ward Ruth M	Ward Ruth M & Gloria Ward-Gocde			3607/1247

Property Report for 682 PROVIDENCE DR. cont.

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - Horry - COMMON PLEAS - CASE#2021CP2607668

6/3/1999	6/3/1999	\$275,000	Ward Ruth M & Gloria Ward-Goode	Ward Patricia A	2151/1365
12/1/1995		\$215,000	Ward Patricia A	Rey Francisco J Etal	
12/30/1991		\$214,000	Rey Francisco J Etal	Mbf Homes Inc	

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount
Appraisal Year	2020	Assessment Year	2020
Appraised Land	\$118,510	Assessed Land	\$4,660
Appraised Improvements	\$216,200	Assessed Improvements	\$5,700
Total Tax Appraisal	\$334,710	Total Assessment	\$10,360
		Exempt Amount	
		Exempt Reason	

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019			\$640.10
2018			\$550.84
2017			\$535.42
2015			\$530.52
2014			\$477.96
2013			\$591.58
2010			\$554.84

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
04/07/2021	275,000	Pereira Partners LLC	Rcn Capital	6367/2554

FORECLOSURE HISTORY

No foreclosures were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Dwelling	Condition	Good	Units	
Year Built	1991	Effective Year	1991	Stories	1
BRs	3	Baths	2 F H	Rooms	7

Total Sq. Ft. 2,238

Building Square Feet (Living Space)

Building Square Feet (Other)

Attached Garage 483

- CONSTRUCTION

Quality	Below Good	Roof Framing	
Shape		Roof Cover Deck	
Partitions		Cabinet Millwork	
Common Wall		Floor Finish	
Foundation		Interior Finish	
Floor System		Air Conditioning	Central
Exterior Wall	Stucco	Heat Type	Hot Water
Structural Framing		Bathroom Tile	

Fireplace Y Plumbing Fixtures 9
 - OTHER
 Occupancy Building Data Source

PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Res Paving	300	1991	GOOD

PROPERTY CHARACTERISTICS: LOT

Land Use	Size or Description	Lot Dimensions
Patio Home		
Block/Lot	/63	Lot Square Feet 5,663
Latitude/Longitude	33.751561°/-78.818673°	Acreage 0.13

Type	Land Use	Size	Tax Assessor Value
Res Primary Site		0.11 Ac	\$117,000
Res Residual		0.02 Ac	\$1,510

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type
Electric Source	Topography
Water Source	District Trend
Sewer Source	Special School District 1
Zoning Code	Special School District 2
Owner Type	

LEGAL DESCRIPTION

Subdivision	Providence Pk/Antigua	Plat Book/Page
Block/Lot	/63	District/Ward 880
Description	Providence Park; Lot 63 At Antigua	

PRELIMINARY FEMA FLOOD ZONES

Preliminary data are for review and guidance purposes only. By viewing preliminary data and maps, the user acknowledges that the information provided is preliminary and subject to change. Preliminary data, including new or revised FIRMs, FIS reports, and FIRM Databases, are not final. Additionally, preliminary data cannot be used to rate flood insurance policies or enforce the Federal mandatory purchase requirement. FEMA will remove preliminary data once effective data are available. Go to FEMA Preliminary Data website for more info.

Zone Code	Flood Risk	BFE	Description	Preliminary Panel ID
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	45051C0589K

LISTING ARCHIVE

MLS #	Status	Status Change Date	List Date	List Price	Closing Date	Closing Price	Listing Agent	Listing Broker	Buyer Agent	Buyer Broker
2121966	For Sale	10/05/2021	10/01/2021	\$359,900			John Newman	Exp Realty LLC		

EXHIBIT L



State of Utah
 Department of Commerce
 Division of Corporations & Commercial Code
 Statement of Termination

This form cannot be hand written.

RECEIVED

JUL 21 2020

Utah Div. of Corp. & Comm. Code

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HOPRY - COMMON PLEAS - CASE#2021CP2607668

Limited Liability Company Name: Homedebone, LLC

Entity Number: 11762474-0111 0160

The termination of above named limited liability company will become effective:

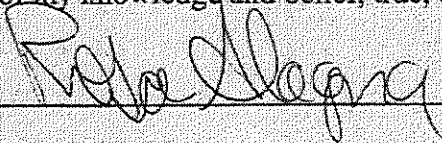
- upon filing with the Division of Corporations and Commercial Code.
- on the future effective date of (MM-DD-YYYY) _____.

The termination shall be signed by a person authorized by the LLC.

If the LLC has no member(s) or manager(s), the termination shall be signed by:

- Person winding up the LLC's activities and affairs under Subsection 48-3a-703(3).

Under penalties of perjury, I declare that this Statement of Termination has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By: 


Name: Rosa Alagna

Date: 07/17/20

State of Utah
 Department of Commerce
 Division of Corporations and Commercial Code
 I hereby certify that the foregoing has been filed
 and approved on this 21 day of July 2020
 in this office of this Division and hereby issued
 This Certificate thereof.

Examiner AUA Date 07/22/20




 Jordan Storz
 Division Director

Additional filing requirements:

If the filer requests a copy of the Statement of Termination an additional exact copy of the filed document along with a return-addressed envelope with adequate first-class postage must also be submitted.

Under GRAMA (63G-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.