

date 4 3, 23 No. 137131

received from Anita Smith \$ 2,650

amount two thousand six hundred fifty

for payment of legal matter -> (Chris Cross) ndant, et

cash money order credit card check # _____

amount due	<u>2650.00</u>	from	<u>Patricia Walter</u>	to	_____
amount paid	<u>11</u>	signature	<u>Patricia Walter</u>		
balance	<u>-</u>				

any month - LED 1:30 PM.

The Non-Jury motions roster for the term starting on April 3, 2023 with the Honorable William Seals presiding, to be heard via WEBEX, has been posted on the Judicial website. To access the Judge's SEALED virtual courtroom please go to www.sccourts.org, under Calendar go to Monthly View, click Circuit on the day of your hearing and find the Judge's SEALED virtual courtroom under his name. If your motion is resolved/withdrawn, please e-mail Cecilia Cessna at cessnac@horrycountysc.gov.

CONTINUANCES: Must be e-filed as a motion and a proposed order along a \$25.00 filing fee no later than March 27, 2023 at noon. Any memos/briefs are to be e-mailed/mailed to the Judge of the week 10 days prior to the hearing.

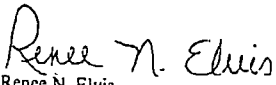
Mail Notice To:

Anita Doreen Smith
 804 Sultana Dr
 Little River, SC 29566

Court Info:

Common Pleas
 1301 2Nd Avenue
 P O Box 677
 Conway, SC 29528-9528

If you have any questions regarding the scheduling of this motion, please contact the courts at:
 (843)915-5080

Respectfully,

 Renee N. Elvis
 Clerk of Court

NOTICE OF MOTION SCHEDULING

March 06, 2023

**Motion "MMU12B - Motion/12 (B) in lieu of Answer" for Case:
2022CP2607907 - Anita Doreen Smith VS Chris Cottress, defendant, et
al has been added to the following Motions Roster:**

**383 - CPNJ Motions (04/03/23 - 04/05/23) Judge W. Seals (SEALED
Webex)
This hearing of this motion has been scheduled for 4/3/2023 at 1:30 PM.**

The Non-Jury motions roster for the term starting on April 3, 2023 with the Honorable William Seals presiding, to be heard via WEBEX, has been posted on the Judicial website. To access the Judge's SEALED virtual courtroom please go to www.sccourts.org, under Calendar go to Monthly View, click Circuit on the day of your hearing and find the Judge's SEALED virtual courtroom under his name. If your motion is resolved/withdrawn, please e-mail Cecilia Cessna at cessnac@horrycountysc.gov.

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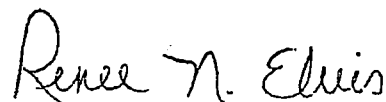
Mail Notice To:
<p>Anita Doreen Smith 804 Sultana Dr Little River, SC 29566</p>

Court Info:
<p>Common Pleas 1301 2Nd Avenue P O Box 677 Conway, SC 29528-9528</p>

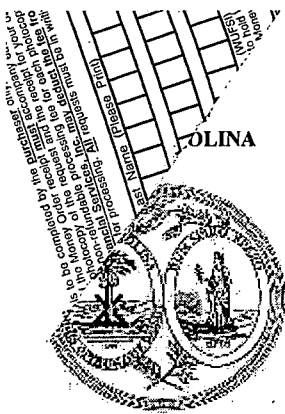
If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843)915-5080

Respectfully,



Renee N. Elvis
Clerk of Court



date 2 28, 2023 No. 137127

received from Anitta Smith \$ 2,650.00

amount Two thousand Six hundred fifty dollars

for payment of Legal Services

cash money order credit card check # money order

amount due	<u>2,650.00</u>	5 = <u>4500</u>
amount paid	<u>2,650.00</u>	1 = <u>9150</u>
balance	<u>0</u>	

signature Catrina Walter 885WS

146
 IBER
 COURT
 SECTION
 50

Vs
**United Nations Assoc Of Usa,
 Southern Palmetto State Chapter
 1205 Hwy 17 Unit B
 North Myrtle Beach, SC 29582**

TENANT(S)

TO: Circuit Court

Now comes the Tenant(s) in the above entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on February 16, 2023, by the Magistrate. Tenant(s) has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to post bond in the amount of \$900.00 by 5:00 pm on Tuesday February 28, 2023. The Tenant is further obligated to pay rent in the amount of \$900.00 per month, due on the 28th day of each month, following January 28, 2023. Payments are to be made by money order or cashiers check to Grooms and Thomas Law Office at the office located at 4593 Oleander Dr., Unit C, Myrtle Beach, SC 29577.

Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Dated on February 23, 2023:

Anitta Smith
 Tenant(s)

Upon execution of the above bond, execution on the Judgment of Ejectment is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s).

Dated on February 23, 2023

Christopher J. Arakas
 JUDGE Christopher J. Arakas

Myrtle Beach Magistrate Court
 1201 21st Avenue North
 Myrtle Beach, SC 29577
 Phone: (843) 915-5293
 Fax: (843) 444-6131

MV125

**STATE OF SOUTH CAROLINA
COUNTY OF HORRY**

Anita Smith
804 Sultana Drive
Little River, SC 29566

MAGISTRATE SUMMONS

Be advised that a Motion has been filed in the below listed case. Therefore, you are hereby summoned to be and appear personally in the

**Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC**

on **June 1, 2023 at 8:00 AM** to serve as a plaintiff/defendant/attorney/witness in a Motion Hearing in the case of:

Chris Cottros

Vs **United Nations Assoc Of Usa, Southern Palmetto
State Chapter**

PLAINTIFF(S)

DEFENDANT(S)

CIVIL CASE #: 2023CV261090245 and 2023CV261090246.

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE
MADE AND PROVIDED.**

Judge

**Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293
Fax: (843) 444-6131**

May 25, 2023

Rec'd in the mail June 2, 2023.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
_____)
)
)
)

2023CV261090246
CIVIL CASE NUMBER
MAGISTRATE'S COURT

**BOND TO STAY EXECUTION
ON APPEAL
2023CP2601050**

Chris Cottros

LANDLORD

Vs

RECEIVED

JUN 20 2023

SC Court of Appeals

United Nations Assoc Of Usa,
Southern Palmetto State Chapter
1205 Hwy 17 Unit B
North Myrtle Beach, SC 29582

TENANT(S)

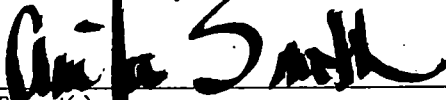
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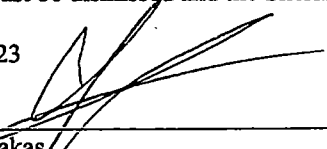
Dated on February 23, 2023:



Tenant(s)

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Dated on February 23, 2023



JUDGE Christopher J. Afakas

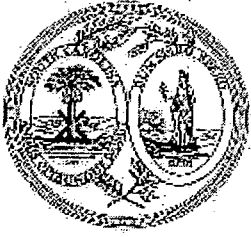
Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293
Fax: (843) 444-6131

MV125

STATE OF
SOUTH CAROLINA

NOTICE OF MOTION SCHEDULING

May 22, 2023



Motion "MOTAPP - Motion/Appeal" for Case: 2023CP2601050 - United Nations Assoc of USA , plaintiff, et al VS Chris Cottros has been added to the following Motions Roster:

**387 - CPNJ Motions (6/20/23 - 6/22/23) Honorable Benjamin Culbertson (Webex)
This hearing of this motion has been scheduled for 6/22/2023 at 1:30 PM.**

The Non-Jury motions roster for the term starting on June 20, 2023 with the Honorable Benjamin Culbertson presiding, to be heard via WEBEX, has been posted on the Judicial Website. To access the Judge's virtual courtroom, please go to www.sccourts.org, under Calendar - Monthly View, click Circuit on the day of your hearing and find the Judge's virtual courtroom under his/her name.

If your motion is resolved/withdrawn, please e-mail Cecilia Cessna at cessnac@horrycountysc.gov.

CONTINUANCES: Must be e-filed as a motion and a proposed order along with a \$25.00 filing fee no later than June 13, 2023 at noon. Any memos/briefs are to be e-mailed/mailed to the Judge of the week 10 days prior to the hearing.

Mail Notice To:

United Nations Assoc of USA
804 Sultana Dr

Little River, SC 29566

Court Info:

Common Pleas
1301 2Nd Avenue
P O Box 677
Conway, SC 29528-9528

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843)915-5080

Respectfully,

A handwritten signature in cursive script that reads "Renee N. Elvis".

Renee N. Elvis
Clerk of Court

STATE OF
SOUTH CAROLINA



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Southern Palmetto State Chapter
804 Sultana Dr

Little River, SC 29566

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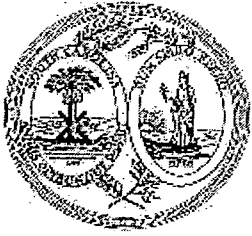
(843)915-5080

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Renee N. Elvis
Clerk of Court

STATE OF
SOUTH CAROLINA



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Mail Notice To:

17 SDGs Executive Council Inc
804 Sultana Dr

Little River, SC 29566

Court Info:

Common Pleas
1301 2Nd Avenue
P O Box 677
Conway, SC 29528-9528

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843)915-5080

Respectfully,

A handwritten signature in cursive script that reads "Renee N. Elvis".

Renee N. Elvis
Clerk of Court



MERRITT WEBB

8910 Two Notch Road, Suite 400
Post Office Box 24109, Columbia, SC 29224

Telephone (800) 506-4055
Facsimile (803) 779-4822
Email sdocs@merrittwebb.com

RECEIVED

JUN 20 2023
SC Court of Appeals

November 23, 2022

Chris Cottress
1432 Quail Run
Nashville, TN 37214

TRADD
1039 44th Avenue North, Suite 203
Myrtle Beach, SC 29577

Re: *Anita Smith*
Our File No.: SC-FBB-ZJS

FILED
PROPERTY
2022 DEC 13 P 4:55
KERRY L. EVANS
CLERK OF COURT
Horry County, SC

Dear Mr. Cottress:

I am writing this letter on behalf of Ms. Smith. The contract you have with Ms. Smith indicates that Ms. Smith has the first right of refusal and it is her position that you are in breach of the agreement by not providing her the opportunity for the first right of refusal. Ms. Smith verbally and in writing has accepted your counteroffer of \$ 415,000.

Since Ms. Smith cannot resolve this issue with you, she have contacted the undersigned counsel for assistance. I have discussed this matter with Ms. Smith, and as a result, she makes the demands stated below.

As a result of your actions, Ms. Smith demands that the sign in front of the building claiming the property is or sale be removed. Within 5 days, we expect that you will comply with this demand. If you do not intend to comply with this demand, then we expect that you will provide a written explanation within the same time frame.

This shall be considered Ms. Smith's formal and final demand. If Ms. Smith's demands are not met within 5 days of the date of this correspondence, then Ms. Smith has indicated that she will seek additional legal assistance with this matter. Please send any response directly to my attention at my firm's address, above.

Thank you for your prompt attention to this matter.

Very truly yours,

Merritt, Webb, Wilson & Caruso, PLLC

Mary R. Miller

Mary R. Miller
Attorney at Law

cc: Anita Smith

cc: mjohnsontraddcommercial.com

FILED
HONORARY
2022 DEC 13 P 4:55
RENEE N. ELYS
CLERK OF COURT
HONORARY COUNTY, SC

SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



South Carolina Real Estate Commission
PO BOX 11847, Columbia, S.C. 29211-1847
Telephone: (803) 896-4400 Fax: (803) 896-4427
<http://llr.sc.gov/POL/REC/>

Pursuant to South Carolina Real Estate License Law in S.C. Code of Laws Section 40-57-370, a real estate licensee is required to provide you a meaningful explanation of agency relationships offered by the licensee's brokerage firm. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate brokerage firm. Associated licensees may work only through a broker-in-charge. **In other words, when you choose to work with any real estate licensee, your business relationship is legally with the brokerage firm and not with the associated licensee.**

A real estate brokerage firm and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic **customer** services, or through **client**-level agency representation. The services you can expect will depend upon the legal relationship you establish with the brokerage firm. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a **customer** or a **client**.

You Are a Customer of the Brokerage Firm

South Carolina license law defines customers as buyers or sellers who choose NOT to establish an agency relationship. The law requires real estate licensees to perform the following **basic duties** when dealing with **any** real estate buyer or seller as customers: **present all offers in a timely manner, account for money or other property received on your behalf, provide an explanation of the scope of services to be provided, be fair and honest and provide accurate information, provide limited confidentiality, and disclose "material adverse facts" about the property or the transaction which are within the licensee's knowledge.**

Unless or until you enter into a written agreement with the brokerage firm for agency representation, you are considered a "customer" of the brokerage firm, and the brokerage firm will not act as your agent. As a customer, you should not expect the brokerage firm or its licensees to promote your best interest.

Customer service does not require a written agreement; therefore, you are not committed to the brokerage firm in any way unless a transaction broker agreement or compensation agreement obligates you otherwise.

Transaction Brokerage

A real estate brokerage firm may offer transaction brokerage in accordance with S.C. Code of Laws Section 40-57-350. Transaction broker means a real estate brokerage firm that provides customer service to a buyer, a seller, or both in a real estate transaction. A transaction broker may be a single agent of a party in a transaction giving the other party customer service. A transaction broker also may facilitate a transaction without representing either party. The duties of a brokerage firm offering transaction brokerage relationship to a customer can be found in S.C. Code of Laws Section 40-57-350(L)(2).

You Can Become a Client of the Brokerage Firm

Clients receive more services than customers. If client status is offered by the real estate brokerage firm, you can become a client by entering into a written agency agreement requiring the brokerage firm and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this agency relationships disclosure document in a timely manner.

A seller becomes a client of a real estate brokerage firm by signing a formal listing agreement with the brokerage firm. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the brokerage firm which becomes the agent for the seller.

A buyer becomes a client of a real estate brokerage firm by signing a formal buyer agency agreement with the brokerage firm. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the brokerage firm which becomes the agent for the buyer.

(Rev 1/17) Page 1 of 2

SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



South Carolina Real Estate Commission
PO BOX 11847, Columbia, S.C. 29211-1847
Telephone: (803) 896-4400 Fax: (803) 896-4427
http://llr.sc.gov/POL/REC/

If you enter into a written agency agreement, as a client, the real estate brokerage has the following **client-level duties: obedience, loyalty, disclosure, confidentiality, accounting, and reasonable skill and care.** Client-level services also include advice, counsel and assistance in negotiations.

Single Agency

When the brokerage firm represents only one client in the same transaction (the seller or the buyer), it is called single agency.

Dual Agency

Dual agency exists when the real estate brokerage firm has two clients in one transaction - a seller client and a buyer client. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to represent both you and the other client in a disclosed dual agency relationship.

Disclosed Dual Agency

In a disclosed dual agency, the brokerage firm's representation duties are limited because the buyer and seller have recognized conflicts of interest. Both clients' interests are represented by the brokerage firm. As a disclosed dual agent, the brokerage firm and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell. Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the brokerage firm's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to designate a representative for you and one for the other client in a designated agency. Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

It's Your Choice

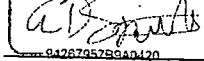
As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself, with or without a transaction broker agreement.
- You can choose to hire the brokerage firm for representation through a written agency agreement.
- If represented by the brokerage firm, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

If you plan to become a client of a brokerage firm, the licensee will explain the agreement to you fully and answer questions you may have about the agreement. Remember, however that until you enter into a representation agreement with the brokerage firm, you are considered a customer and the brokerage firm cannot be your advocate, cannot advise you on price or terms, and only provides limited confidentiality unless a transaction broker agreement obligates the brokerage firm otherwise.

The choice of services belongs to you - the South Carolina real estate consumer.

Acknowledgement of Receipt by Consumer:

Signature  Date 10/25/2022
Anita Doreen Smith
Signature _____ Date _____

THIS DOCUMENT IS NOT A CONTRACT.
This brochure has been approved by South Carolina Real Estate Commission for use in explaining representation issues in real estate transactions and consumer rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.



DUAL AGENCY AGREEMENT

THIS DOCUMENT IS A MODIFICATION TO THE SELLER'S LISTING AGREEMENT AND THE BUYER'S AGENCY REPRESENTATION AGREEMENT.

17 SDGs Executive Council, Inc

This Dual Agency Agreement is entered into between Anita D. Smith, UNA-USA SPSC, Buyer, and

Tradd Commercial of Myrtle Beach, LLC Real Estate Company

John C. Cottros, et al, Seller, and

Tradd Commercial of Myrtle Beach, LLC Real Estate Company

for Property located at 1205 A&B Hwy 17, NMB, SC 29582

The term "Broker" includes the real estate firm, broker-in-charge and associated licensees.

1. **DUAL AGENCY:** Seller and Buyer agree that Broker shall serve as both Seller's agent and Buyer's agent in the sale of Seller's property to Buyer in accordance with Section 40-57-350(I)(1) of the South Carolina Code of Laws, which provides in part that "...in acting as a dual agent, a licensee represents clients whose interest may be adverse and that agency duties are limited." The parties agree that without permission from the party about whom the information pertains, Broker shall not disclose to the other party the following information:

- a) That a party may agree to a price, terms, or any conditions of sale other than those offered;
- b) The motivation of a party for engaging in the transaction, unless disclosure is otherwise provided by state law or regulation; and
- c) Any information about a party which that party has identified as confidential unless disclosure is otherwise required by state law or regulation.

2. **BROKER'S DUAL AGENCY ROLE:** Because Broker is serving as Agent for both Seller and Buyer in this transaction, Broker shall make every reasonable effort to represent Seller and Buyer in a balanced and fair manner. Broker shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and Buyer. Seller and Buyer understand and acknowledge that:

- a) Prior to the time this agreement was entered into, Broker acted as the exclusive Agent of Seller and acted as exclusive Agent of Buyer.
- b) In those separate roles Broker may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Broker.
- c) Broker is required by law to disclose to Seller and Buyer any known material adverse facts concerning the property or the transaction. Seller and Buyer agree that Broker shall not be liable to either party for (1) disclosing known material facts concerning the property required by law to be disclosed and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

3. **SELLER'S AND BUYER'S ROLES:** Because of Broker's Dual Agency relationship, Seller and Buyer understand and acknowledge that:

- a) Seller and Buyer have determined that the advantages of entering into this Dual Agency Agreement, with Broker acting as Agent for both, outweigh the disadvantages.
- b) Seller and Buyer each have the responsibility of making their own decisions as to what terms are to be included in any agreement to buy and sell between the Seller and Buyer.
- c) Seller and Buyer are fully aware of, and understand, the implications and consequences of Broker's Dual Agency role as expressed herein to provide balanced and fair representation of Seller and Buyer and to encourage communication between Seller and Buyer rather than acting as an advocate or exclusive agent.
- d) Seller and Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses, or liabilities, other than violations of the South Carolina Real Estate License Law and intentional wrongful acts, arising from Broker's role as a Dual Agent.

DS
[Signature]
e)

Seller and Buyer may seek independent legal counsel to assist them with the negotiation and preparation of a buy and sell agreement or with any matter relating to the transaction which is the subject matter of a buy and sell agreement.

4. **PREVIOUS AGENCY AGREEMENTS:** The parties agree that this Agreement shall modify any agency agreements previously entered into by Seller and Broker or between Buyer and Broker. If those previous agency agreements contain expiration or termination dates prior to the termination date for this Agreement as set forth below, the expiration or termination dates of the previous agency agreements are hereby extended until the termination of this Agreement. If this Agreement terminates prior to the termination date of any previous agency agreement, the previous agency agreement shall remain in force and effect in accordance with its terms. In any areas where this Agreement contradicts or conflicts with those agency agreements, this Dual Agency Agreement shall control.

5. **DURATION OF DUAL AGENCY:** The term of this Agreement shall commence when this document is executed by Seller, Buyer and Broker, and unless extended by written agreement of all parties, shall terminate upon the closing of the sale of the property.

(Rev. 2/21)

HOUSING: The Broker shall conduct all brokerage activities in regard to this Agreement without regard to race, color, handicap, familial status, or national origin and shall conduct business in full compliance with local, state, and federal fair housing laws.

FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that the execution of this dual agency agreement or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

8. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A SIGNED COPY OF THIS DUAL AGENCY AGREEMENT.

Seller John C. Cottros, et al Date _____ Time _____

Seller Date _____ Time _____

DocuSigned by:  10/28/2022 | 3:58 PM EDT

Buyer Anita D. Smith, UNA-USA SPSC Date _____ Time _____

DocuSigned by:  10/28/2022 | 3:58 PM EDT

Buyer 17 SDGs Executive Council, Inc Date _____ Time _____

Tradd Commercial of Myrtle Beach, LLC
Real Estate Brokerage (Name of Real Estate Co.)

DocuSigned by:  10/27/2022 | 11:05 PM EDT

By: Broker/Assoc. Licensee Date _____

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made between John Christopher Cottros, et al and/or assigns ("SELLER") and Anita Doreen Smith, United Nations Association of the United States of America, Southern Palmetto State Chapter (UNA-USA, SPSC) and 17 SDGs Executive Council, Inc. and/or assigns ("PURCHASER") on November 15, 2022.

TERMS AND CONDITIONS

1. Subject to the terms and conditions contained in this Contract, SELLER agrees to sell and convey and PURCHASER agrees to purchase:

1205 A&B Highway 17, NMB, SC 29582, Horry County, SC and more fully shown and described on Exhibit "A" and any improvements on it ("Property"). The Property is also identified as Lots 15 & 16, Block 12, Jordan Terrace. The property is also identified as Horry County tax map number 144-09-01-004 and Horry County PIN # 35711020021.

2. PURCHASER will pay SELLER Three Hundred and Sixty-Five Thousand Dollars and NO/100 (\$365,000.00) for the Property, payable as follows:

a. Cash or check (subject to clearance) on execution of this Contract to be held in escrow by TBD (Buyer's attorney name here) and applied to the Purchase Price at the time of Closing, as defined in Paragraph 9 ("Earnest Money"):

\$ 5,000.00

b. The balance of the Purchase Price by cash, certified funds or wire transfer on delivery of the deed:

\$ 360,000.00

TOTAL \$ 365,000.00

3. SELLER will furnish a marketable title in fee simple, free and clear of all liens and encumbrances except the following:

a. Real estate taxes for the year in which the deed is delivered, which will be prorated at Closing as defined in Paragraph 9 (SELLER will be responsible for roll-back taxes if applicable);

b. Restrictions, covenants, conditions and easements applicable to the subdivision in which the Property is located and appearing of record;

c. Owner assessments applicable to the subdivision in which the Property is located or to the Property, which will be prorated at Closing, as appropriate;

d. Such zoning ordinances as may be applicable to the Property.

THE Co

- b. PURCHASER will have 45 days upon a fully ratified and executed purchase sale agreement to provide SELLER written objections to exceptions contained in the commitment for title insurance or preliminary attorney's certificate of title.

16. SELLER will permit PURCHASER, its agents, consultants, contractors and subcontractors to enter the Property to conduct or make any and all inspections and tests (including, without limitation, soil and environmental assessments of the Property) as PURCHASER may, in PURCHASER'S sole and absolute discretion, consider necessary or desirable. Provided this transaction does not close, PURCHASER will supply SELLER with all copies of reports done on the Property subject to any transfer restrictions placed on such reports by the party preparing the reports for PURCHASER. In addition, PURCHASER will indemnify SELLER against any liability from consultants, agents, contractors and subcontractors entering the Property prior to Closing.

17. In the event SELLER wishes to enter into a Section 1031 tax deferred exchange for the Property, or if PURCHASER wishes to enter into a tax deferred exchange with respect to property owned by PURCHASER in connection with this Contract, PURCHASER and SELLER agree to cooperate with the each other in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the exchange; provided that: (a) the other party will not be obligated to delay the Closing, (b) all additional costs in connection with the exchange should be borne by the party whose property is exchanged, and (c) the other party will not be obligated to execute any note, contract, or other document providing for any personal liability which would survive the exchange. The other party will be indemnified and held harmless against the liability that arises or is claimed to have arisen because their acquisition of ownership of the exchange property.

THIS IS A LEGALLY BINDING AGREEMENT. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

This Contract has been executed by PURCHASER and SELLER.

Anita Doreen Smith

Nov. 15, 2022

Witness

PURCHASER Date

Witness

SELLER Date

Commercial Bldg

Lease Start Date	May-22	
Monthly Rent	\$1,750.00	
Rent Credit	\$14,000.00	(May to Dec)
HVAC Repair Credit	\$1,500.00	Doreen need the correct #
Mold Remediation Credit	\$750.00	Doreen need the correct #
Check Valve Credit	\$10,000.00	Doreen need the correct #
TOTAL	\$26,250.00	

Residential Bldg

Lease Start Date	1-Sep-22	
Monthly Rent	\$900.00	
Rent Credit	\$3,600.00	(Sept to Dec)
Check Valve Credit	\$10,000.00	Doreen need the correct #
Structural Repairs	\$7,500.00	(estimate rounded)
TOTAL	\$21,100.00	

TOTAL Credit Applied \$47,350.00

Asking Sales Price = \$415,000.00

Adjusted Asking Price = \$367,650.00

EXPENSE TRACKER

UNA-USA, SPSC/17 SDGs Executive Council Inc

MONTH OF MAY - DEC. 2022

LOCATION(S) 1205 UNIT A & B

DATE	DESCRIPTION	CATEGORY	AMOUNT
May-Sept.	Unit A	\$1750.00 x 4	8750.00
Sept.-Oct	Unit B	\$900.00 x 2	2700.00
August	Mold Remed./Inspection:24.99 x 20 Cans/499.80 towels, cleaners/Unit A.	\$750.00	750.00
August	Mold/Paint (Unit B	\$700.00 est	700.00
Add a	HVAC REPAIR	\$1500.00	1500.00
Add a	ELECTRICIAN INSUR. CLAIM	\$250.00	250.00
Add a	Fire Extinguishers (6)	Purchasing	120.00
Add a	Smke Detectors (8)	Purchasing	120.00
Sept-Dec	Building Insur.	4 months	404.00
Aug-Dec	HTC	Utilities	1,168.64
May	Santee Cooper/Unit A	Utilities	678.35
Oct.	Santee Cooper/ Unit B	Utilities	250.00
May	City of NMB Unit A	Utilities	325.00
Aug	City of NMB /Unit B	Utilities	100.00
May	A/C - Unit A	Purchased	219.89
Dec	American Comfort	Service Tech.	50.00
May	Carpet Cleaning /Unit A	Service Tech.	135.00
Aug	Carpet Cleaning /Unit B	Service Tech.	165.00
May	AC Unit	Serv. Tech.	646.92
			TOTAL

STATE OF SOUTH CAROLINA

2022CP267907

COUNTY OF HORRY

CIVIL CASE NUMBER

UNA-USA, SPSC/17SDGS EXECUTIVE COUNCIL INC.

IN THE MAGISTRATE'S COURT

Plaintiff(s)

vs.

AUTHORIZATION FOR
NON-LAWYER REPRESENTATIVE

CHRIS COTTROS

Defendant(s)

I, the undersigned, as UNA-USA, SPSC/17SDGS EXECUTIVE COUNCIL INC. of 804 SULTANA DRIVE LITTLE RIVER, SC 29566, authorize ANITA DOREEN SMITH, a non-lawyer, to represent this business in the above-titled civil action. I acknowledge that the business is legally bound by all actions undertaken by the representative during the course of the representation, as well as to any judgment of the Court obtained there from.

Sworn to and Subscribed before me
this 20 day of February, '2023.

Julie Rice Ballen
Magistrate or Notary Public for South Carolina

Anita Doreen Smith
Signature

My Commission expires 9-5-2024

For _____

FILED
HORRY COUNTY
2023 FEB 20 A 11:28
RENEEN N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2022-CP-26-07907

Anita Doreen Smith,)
Plaintiff,)

vs.)

Chris Cottress and Tradd)
Commercial,)

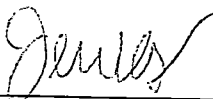
Defendants.)

CERTIFICATE OF SERVICE

TO: PLAINTIFF ANITA DOREEN SMITH:

I, Jenica Young, a paralegal at Grooms & Thomas, LLC, do hereby certify that I have served a copy of the Notice of Motion and Motion to Dismiss and/or Strike Plaintiff's Amended Complaint, dated January 3, 2023, in connection with the above referenced case, by mailing a copy of the same by United States mail, postage prepaid, to the address listed below on this 4th day of January, 2023.

Anita Doreen Smith
804 Sultana Drive
Little River, SC 29566



Jenica Young