

# EXHIBIT 1

**RECEIVED**

**Aug 14 2023**

**SC Court of Appeals**

STATE OF SOUTH CAROLINA )

COUNTY OF HORRY )

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

GLORIA ORMAND-WARD by and through )  
HER GUARDIAN AND CONSERVATOR, )  
CDM CORPORATION, through its representa- )  
tive, 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. )

PLAINTIFF'S CONSOLIDATED  
MEMORANDUM IN OPPOSITION  
TO CHICAGO LAND AGENCY  
SERVICES, INC.'s MOTION TO  
DISMISS PURSUANT TO RULE  
12(b)(6), and CHICAGO TITLE  
INSURANCE COMPANY's  
MOTION TO DISMISS PURSUANT  
TO RULE 12(b)(6) and 12(b)(2)



The undersigned counsel for the Plaintiff, Gloria Ormand-Ward (“Ms. Ward” or “Plaintiff”), by and through her Guardian and Conservator, CDM Corporation, respectfully submits this *consolidated* Memorandum in Opposition to both Defendant Chicago Land Agency Services, LLC’s (“CLAS”) and Defendant Chicago Title Insurance Company’s (“CTIC”) respective Motions to Dismiss.<sup>1</sup>

**I. INTRODUCTION**

The Plaintiff files this Memorandum in response to both CLAS’s and CTIC’s Motions

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<sup>1</sup> The Plaintiff is Stephen Mantell, the representative of CDM Corporation, which was appointed by the Horry County Probate Court as Ms. Ward’s guardian and conservator. Ms. Ward is the real party in interest as she is the victim of the title theft which is the subject of this lawsuit.

to Dismiss. The Plaintiff consolidated her responses because, in their respective SCRPC Rule 12(b)(6) Motions to Dismiss, they each wrote similar, if not identical, arguments as their basis for the motions to dismiss. Plaintiff’s counsel felt it was more practical to file a consolidated response to these arguments, rather than filing two separate memoranda.

CTIC’s Motion to Dismiss also includes an SCRPC Rule 12(b)(2) Motion seeking to dismiss the action against it on the grounds that this Court does not have jurisdiction over it. As the Court may want to address this jurisdictional issue first, the Plaintiff addresses it first in this Memorandum.

The outline of Plaintiff’s argument (with accompanying starting page numbers) is:

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## II. BACKGROUND

As set out in the Amended Complaint, Ms. Ward is the victim of title theft by virtue of the recording of a fraudulent deed (“the Fraudulent Deed”), a copy of which is attached hereto as Exhibit A. The Fraudulent Deed resulted in her home being sold to Defendant Pereira Partners, LLC. At the time the Fraudulent Deed was recorded, Ms. Ward was 77 years old. The effects on her have been devastating; she became homeless 2021, in the summer heat of Myrtle Beach, and, as a result, she had to be hospitalized, and she is now a full-time resident at a nursing home. The Amended Complaint sets out the facts and circumstances that surround the theft of the title her home<sup>2</sup>. The Amended Complaint specifies the obvious defects with the Fraudulent Deed that would have put anyone on notice that further inquiry should have been undertaken before recording the defective Fraudulent Deed.

CLAS seeks to have Ms. Ward’s claims dismissed, primarily arguing that CLAS had no duty to her when it filed the Fraudulent Deed. CLAS is wrong. It has the responsibility and duty to record deeds that are not defective or fraudulent, and to comply with South Carolina procedures, when the same are obvious on the face of the deed.

CTIC seeks to have Ms. Ward’s claims dismissed as to it, primarily arguing that this Court does not have general or specific jurisdiction over it. CTIC is wrong. As will be

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<sup>2</sup> Plaintiff filed an Amended Complaint on March 30, 2022 pursuant to Rule 15(a), SCRCP. The Amended Complaint, among other amendments, includes Chicago Title Insurance Company (“CTIC”) as a defendant, and further elaborates on the duties of CLAS and CTIC when recording deeds. See, for example, paragraph 74 of the Amended Complaint.

shown, CTIC is a nationwide title insurance company licensed as an insurer in South Carolina. It is in a partnership with CLAS and the act of recording the Fraudulent Deed in Horry County is what caused Ms. Ward's disastrous plight. This Court has both general and specific jurisdiction over CTIC.

Ms. Ward alleges that CLAS and CTIC are the critical links in the chain of events which proximately caused her loss. Ms. Ward's position is that if CLAS and/or CTIC had not recorded the Fraudulent Deed, we would not be here today.

### **III. FACTS**

The basic facts of this case are straightforward and presumably uncontested by either CLAS or CTIC as to the recording of the Fraudulent Deed, and the subsequent sale of her home to Pereira Partners, LLC. The Defendant, David Litt, obtained the Fraudulent Deed in favor of Homedebone, LLC, as grantee, by allegedly having Ms. Ward electronically sign the Fraudulent Deed via DocuSign. CLAS subsequently recorded the Fraudulent Deed. It was recorded on CLAS's fifth attempt, after four unsuccessful prior attempts (Exhibit B)<sup>3</sup>.

The Fraudulent Deed is defective on its face. The Fraudulent Deed's deficiencies, for the purposes of recording it, are:

1. The Fraudulent Deed was prepared by Homedebone, LLC. As discussed below, the preparation of a deed constitutes the practice of law in South Carolina. A deed prepared by a person or entity not admitted to practice law in South Carolina constitutes the unauthorized practice of law;
2. The witnesses to the Fraudulent Deed could not have personally witnessed Ms. Ward sign the Fraudulent Deed in their presence, although they stated

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<sup>3</sup> It is unknown at this time which entity, CTIC or CLAS, had registered or controlled the electronic portal to record South Carolina deeds originating from Illinois.

that they did. The Fraudulent Deed is dated February 4, 2021 and the first attempt at recording was at 4:27 p.m. on February 5, 2021. The evidence will show that at the first three times CLAS presented the Fraudulent Deed for filing, it only had one witness. The second witness was added, on or about February 16, 2021, making it obvious that the second witness did not observe Ms. Ward sign the Fraudulent Deed. In any event, the witnesses were or are located in Illinois and Ms. Ward was in Myrtle Beach, South Carolina;

3. The notary public, Defendant Rosa Alagna, states that Ms. Ward physically appeared before her on February 4, 2021, which is impossible as the Fraudulent Deed was purportedly signed digitally via "DocuSign" software;
4. The notary acknowledgment states that the Fraudulent Deed was executed in the State of **North Carolina**, County of Horry;
5. Ms. Alagna, as an Illinois notary public, did not have the authority to notarize in South Carolina nor in North Carolina;
6. The stated consideration in the Fraudulent Deed was \$100.00;
7. The Horry Register of Deeds Transmittal Sheet is dated April 21, 2021 but the Fraudulent Deed shows it was dated February 4, 2021;
8. The grantee, Defendant Homedebone, LLC, a Utah limited liability company, was terminated by the Utah Secretary of State on July 21, 2020, almost a year prior to the date the deed was prepared and recorded. Homedebone, LLC did not exist at the time the Fraudulent Deed was executed and e-recorded (see attached Exhibit C);
9. The filing of the Fraudulent Deed constituted the unauthorized practice of law in South Carolina; and
10. Electronically signed deeds using DocuSign are not recordable in South Carolina.

For a company that provides title searches and records deeds, it should have recognized these flagrant signs of an unrecordable and fraudulent deed.

In its Memorandum, CLAS, at least twice, claims that it had no relationship with Ms. Ward (Memorandum, pp. 2 and 5). This is patently inaccurate. Both the grantor (Ms. Ward) and the grantee (Homedebone, LLC) were parties to the Fraudulent Deed. The

filing of the Fraudulent Deed was ostensibly for the benefit of both the grantor and the grantee. Although there was not a formal closing, the filing of the Fraudulent Deed constituted the closing<sup>4</sup>. CLAS electronically filed the Fraudulent Deed, conveying Ms. Ward's Home to Homedebone, LLC.<sup>5</sup> CLAS, therefore, had a relationship with Ms. Ward.

These additional undisputed facts are necessary in order to understand CLAS's responsibility.

1. In its website, CLAS states that it provides title searches, typing services, underwriting support and general assistance in the preparation of title insurance policies;
2. From its offices in Chicago, Illinois, CLAS e-recorded the Fraudulent Deed with the Horry County Register of Deeds ("ROD");
3. The Fraudulent Deed should not have been presented for recording because of the following deficiencies with the deed and violations of law.

The statutory requirements for a recordable deed are found in S.C. Code Ann. §30-5-30, which states:

Prerequisites to recording.

Except as otherwise provided by statute, before any deed or other instrument in writing can be recorded in this State, it must be acknowledged or proved by the method described in

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<sup>4</sup> On its website [ctic.com](https://ctic.com), CTIC defines a closing as "(1) In real estate sales, the final procedure in which documents are executed and/or recorded, and the sale (or loan) is completed." CLAS was the closing agent. (<https://ctic.com/escrowterms.aspx?letter+C>)

<sup>5</sup> In order to electronically record a deed with the Horry County Register of Deeds ("ROD"), the e-filer must first register with one of the three vendors contracted with the ROD to e-record in the County, i.e., Simplifile, Corporation Service Company (CSC), and eRecording Partners Network. CLAS used the CSC e-recording portal.

subsection (A)(1), A(2), or (B):

(A) (1) The execution of the deed or other instrument must be first proved by the affidavit of a subscribing witness to the instrument, taken before some officer within this State competent to administer an oath. If the affidavit is taken without the limits of this State, it may be taken before:

...

(e) a notary public who shall affix to the deed or other instrument his official seal within the state of his appointment, which is a sufficient authentication of his signature, residence, and official character.

...

(B) a deed or other instrument must be signed by the grantor . . . and the signing **must be acknowledged by** the grantor . . . **in the presence of two witnesses**, taken before some officer within this State competent to administer an oath. If the acknowledgment is taken without the limits of this State, it may be taken before:

...

(5) a notary public who shall affix to the deed or other instrument his official seal within the state of his appointment, which is a sufficient authentication of his signature, residence and official character; [emphasis added]

CTIC's status as a licensed insurer is very important to this case. CTIC is a nationwide title insurer and is one of the largest title insurers in the country in market share and premiums written. CTIC is licensed as a title insurer in South Carolina pursuant to S.C. Code Ann. §38-75-905 *et seq.* CTIC conducts a substantial title insurance business in South Carolina, primarily through its agents who are attorneys who write title insurance through CTIC.

Insurance in South Carolina is a heavily regulated industry. An insurer can only sell

insurance in South Carolina if it first secures a license. S.C. Code Ann. §38-5-10. In order to secure a license in South Carolina, CTIC had to consent and comply with the stringent financial and reporting requirements of the Insurance Law. S.C. Code Ann. §38-1-10 *et seq.* South Carolina requires extensive compliance with capital and surplus requirements, claims reserves requirements and numerous other financial matters. S.C. Code Ann. §38-9-10 *et seq.* Most importantly, every foreign insurance company, in order to become licensed and remain licensed in South Carolina, must conform to the following pursuant to S.C. Code Ann. §38-5-80:

(a) The insurer is duly qualified to transact business under the laws of this State.

...

(g) The insurer has not entered into any management contract, agency agreement, or other agreement which may materially affect its financial condition so as to render its proceedings hazardous to the public or to its policyholders.

...

(i) The insurer's proposed method of operation, when considered in light of its financial condition and the absence of any prior operating experience, will not likely render its proceedings hazardous to the public or to its policyholders.

(j) The insurer is safe and solvent.

(k) The insurer's dealings are fair and equitable.

(l) The insurer conducts its business in a manner not contrary to the public interest.

As an express condition of being licensed in South Carolina, CTIC appointed the Director of the South Carolina Department of Insurance as its attorney for service of process

. . . upon whom all legal process *in any action or proceeding* against it must be served and in this writing shall agree that any lawful process against it which is served upon this attorney is of the same legal force and validity as if served upon the insurer and that the authority continues in force so long as any liability remains outstanding in the State. (S.C. Code Ann. § 38-5-70). [emphasis added]

The Amended Complaint, at page 29, avers that CLAS and CTIC are joint venture partners. The Plaintiff did not make this up. It is taken directly from CLAS's website's home page at [www.ctclas.com](http://www.ctclas.com):<sup>6</sup>

***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.*

[emphasis added]

The partnership, through its partner, CLAS, recorded the Fraudulent Deed with the Horry County ROD.

There is sufficient evidence of this "unique relationship" to support the allegations of the existence of the CTIC/CLAS partnership. CTIC's metropolitan Chicago office ("Metro Chicago") and CLAS are located at the same address, i.e., 1620 W. Belmont, Chicago, IL 60657. Screen shots of the web sites showing the two entities inhabiting this same address are attached as Exhibit D. Further, of the six officers of CLAS, according

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<sup>6</sup> It is noteworthy that the URL for the website is "www.ctclas.com". The "ct" most probably is an abbreviation for Chicago Title.

to its 2021 Annual report filed with the State of Illinois, three of CLAS's officers are also affiliated with CTIC (see Exhibit E attached hereto). Mike Cusack is a CLAS director and is also an Executive Vice President of CTIC. According to his Linked In profile, Vince Hearn, a Director at CLAS, is a Vice President, Sales Manager of CTIC. Lisa Smith, another CLAS Director, also posted on her Linked In profile that she serves as an Assistant Vice President of CTIC. (See Exhibit F).

#### **IV. STANDARD OF REVIEW**

##### **A. As to CLAS and CTIC's SCRPC 12(b)(6) Motions to Dismiss**

On a motion to dismiss, pursuant to 12(b)(6) the reviewing court construes the Complaint most favorably to the non-moving party and determines if the facts alleged and the inferences reasonably deductible from the pleadings would entitle the plaintiff to relief on any theory of the case. Grimsley v. S.C. Law Enf't Div., 396 S.C. 276, 281, 721 S.E.2d 423, 426 (2012).

CLAS's discussion of the legal standard as it applies to Rule 12(b)(6) motions is generally correct, but it is not complete. This instant case presents novel issues with respect to the duty of an entity that provides professional real estate title services, including the recording of deeds.<sup>7</sup> As such, matters like this are not decided at the motion to dismiss stage.

As a general rule, important questions of novel impression should not be decided on a Rule 12(b)(6), SCRPC, motion to dismiss. Instead, a novel issue is best decided in light of the testimony to be adduced at trial. Tyler v. Macks Stores of S.C.

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<sup>7</sup> CLAS acknowledges that this is a case of first impression in page 7 of its Memorandum.

Inc., 275 S.C. 456, 272 S.E. 2d, 633 (1980). However, where the dispute is not as to the underlying facts but is to the interpretation of the law, and development of the record will not aid in the resolution of the issues, it is proper to decide even novel issues on a motion to dismiss for failure to state a claim. Brown v. Theos, 338 S.C. 305, 526 S.E.2d, 232 (Ct. App. 1999).

Evans v. State, 344 S.C. 60, 68, 543 S.E.2d, 547, 551 (S.C. 2001).

The issue of first impression in this case involves the duties and responsibilities of an out-of-state title services provider when it records deeds in South Carolina. Further factual development of the record relating to the duties and responsibilities of a professional title service will be necessary.<sup>8</sup> Discovery needs to take place concerning CLAS and CTIC's practices and procedures in a situation like this. The Plaintiff reasonably believes that discovery will show that, if approached directly by any of the individual defendants or Homedebone, LLC, none of the eRecording vendors, approved to electronically file with the Horry County Register of Deeds would allow such an individual or company to file using their services.

**B. As to CTIC's SCRPC 12(b)(2) Motion to Dismiss**

The S.C. Supreme Court, in Moosally v. WW Norton & Co., 358 S.C. 320, 327-8, 594 S.E.2d 878, set out the standard for analyzing motions to dismiss based on lack of jurisdiction.

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<sup>8</sup> Ms. Ward has served interrogatories and requests for production of documents on CLAS, and CLAS has refused to respond to the discovery requests. Included in the discovery were requests for CLAS's policies and procedures for recording deeds, especially when the deed is not prepared by an attorney; and CLAS's corporate structure and partnership agreements. On March 16, 2022, Ms. Ward filed a Motion to Compel CLAS to provide full and complete discovery responses, which is incorporated herein by reference.

The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case. The decision of the trial court should be affirmed unless unsupported by the evidence or influenced by an error of law. (citation omitted).

...

It is well-settled that the party seeking to invoke personal jurisdiction over a non-resident defendant via our long-arm statute bears the burden of proving the existence of personal jurisdiction (citations omitted). At the pretrial stage, the burden of proving personal jurisdiction over a nonresident is met by a prima facie showing of jurisdiction either in the complaint or in affidavits (citations omitted).

## **V. ARGUMENT**

### **A. As to CTIC's Motion to Dismiss for Lack of Jurisdiction**

CTIC argues that this Court does not have either specific or general jurisdiction over it. Personal jurisdiction is exercised as "general jurisdiction" or "specific jurisdiction." Cockrell v. Hillerich & Bradsby Co., 363 S.C. 485, 611 S.E.2d 505 (2005). General jurisdiction is the State's right to exercise personal jurisdiction over a defendant even though the suit does not arise out of or relate to the defendant's contacts with the forum. Coggeshall v. Reproductive Endocrine Assoc. of Charlotte, 376 S.C. 12, 655 S.E.2d 476 (SC 2007). As CTIC accurately stated in its Memorandum, "Because South Carolina treats its long-arm statute as coextensive with the due process clause, the sole question becomes whether the exercise of personal jurisdiction would violate due process." citing Cockrell, 363 S.C. Ct. 491, 611 S.E.2d at 558.

#### **1. This Court Has General Jurisdiction Over CTIC**

CTIC contends that it is not subject to general jurisdiction because it is not at "home" in South Carolina. Although CTIC is not incorporated in South Carolina, and this is not its

principal place of business, CTIC is still subject to the general jurisdiction of this Court.<sup>9</sup> “The exercise of general jurisdiction is not limited to these forums, in an ‘exceptional case,’ a corporate defendant’s operations in another forum ‘may be so substantial and of such a nature as to render the corporation at home in that State.’” (citation omitted). BNSF Railway Co. V. Tyrrell, 137 S. Ct. 1549, 1558 (2017). For the reasons explained below, CTIC is at “home” in South Carolina.

CTIC’s overview of the recent changes by the United States Supreme Court with respect to general jurisdiction is generally correct. However, it overlooks one fundamental point; CTIC has consented to general jurisdiction in this State by becoming a licensed insurer in South Carolina. As explained above, insurance in South Carolina is a heavily regulated industry. In order to sell insurance in South Carolina, an insurer must first secure a license. It will only receive a license from the S.C. Department of Insurance once it has proven that it has the financial and operational capacities to sell insurance in South Carolina. One express condition of all foreign insurers in South Carolina is that the insurer must appoint the Director of the Department of Insurance as its attorney for the purpose of accepting any lawful process and, by extension, to be sued in South Carolina. “Because the personal jurisdiction requirement is a waivable right, there are a variety of legal arrangements by which a litigant may give express or implied consent to the personal

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<sup>9</sup> As to jurisdiction in South Carolina, a random search of the Common Pleas public index in 15 counties in South Carolina revealed hundreds of cases in which CTIC was named a defendant, or brought suit as the plaintiff, across the state in the past 15 years. There were at least 20 cases filed in Horry County, and 50 cases filed in Charleston County (see attached Exhibit G).

jurisdiction of the court.” Burger King Corp. v. Rudzewicz, 471 U.S. 462, 472 n.14 (1985). CTIC has consented to jurisdiction in South Carolina.

The proposition that an insurer which is licensed in a state is deemed to be subject to that state’s general jurisdiction has been approved by the United States Supreme Court for over 100 years. In Pennsylvania Fire Ins. Co. v. Gold Issue Mining & Milling Co., 243 US 93 (1917), the plaintiff sued an Arizona insurance company in Missouri over an insurance claim insuring property in Colorado. *Id.* at 94-95. Like South Carolina, Missouri required every insurer licensed in Missouri to name the “Superintendent of the Insurance Department” as the insurance company’s agent for service of process “so long as [the insurance company] should have any liability outstanding in the state.” *Id.* at 94. The insurance company argued that applying the statute to a policy that had no connection to Missouri was a violation of its Constitutional due process rights under the Fourteenth Amendment. *Id.* The Pennsylvania Fire court ruled that the insurance company’s Constitutional rights were not violated. *Id.* at 95. The Supreme Court held that even though there were no suit related contacts in Missouri, the statute “did not deprive the defendant of due process of law even if it took the defendant by surprise.” *Id.* The insurer had agreed it could be sued in Missouri (“[w]hen a power is actually confirmed by a document, the party executing it takes the risk of the interpretation that may be put upon it by the courts.” *Id.* at 56. See also Ex Parte Schollenberger, 96 U.S. 369, 376-377 (1877) the insurance companies had “in express terms, in consideration of a grant to the privilege of doing business within the State, agreed that they may be sued there.”)

This principle has been applied in South Carolina. In Wofford v. Prudential Ins. Co. of America, 65 F.Supp. 637 (D.S.C. 1946), the Federal Court in Greenville addressed this issue. In Prudential, the plaintiff, a Kansas resident, sued Prudential, a New Jersey insurer, to recover the benefits under two life insurance policies. Prudential contended, in part, that venue was improper in South Carolina and that the Federal Court in Greenville did not have jurisdiction over it. Disagreeing with Prudential, the Court held that by executing the form appointing the Commissioner of the Department of Insurance for accepting service of process, it affirmatively consented to be sued in South Carolina and, as a result, the Court had personal jurisdiction over Prudential. *Id.* at 639-640.

The requirements pertaining to service of process on an insurance company are set out in S.C. Code Ann. § 15-9-270, which is almost identical to S.C. Code Ann. § 38-5-70 discussed above. In Equilease Corp v. Weathers, 275 S.C. 478, 483, 272 S.E.2d 789,791 (1980), the South Carolina Supreme Court stated that S.C. Code Ann. §§ 15-9-270 and 38-5-70 [typo in opinion] were “designed by the legislature to provide a *simple and easy method of obtaining jurisdiction* over a foreign insurance company.” [emphasis added] Accord White Oak Manner, Inc. v. Lexington Ins. Co., 407 S.C. 1, 9, 753 S.E.2d 537, 541 (2014). “[W]here service is accomplished in a manner consented to by the defendant, service of process is valid and a court has jurisdiction over the defendant for purposes of entering judgment.” White Oak Manor, 407 S.C. at 9, 453 S.E.2d at 541.

CTIC is at home here because of its licensure and it has consented to the South Carolina courts’ exercise of general jurisdiction over it when it became licensed as an insurer in South Carolina. An insurance company that is licensed in South Carolina and

does extensive business here cannot reasonably complain about being sued here, regardless of the scope of action.<sup>10</sup>

## 2. The Court Has Specific Jurisdiction Over CTIC

This Court has general jurisdiction over CTIC; it also has specific jurisdiction over CTIC because the causes of action against CTIC arise from CTIC's contacts with South Carolina through and with its partner, CLAS. The analysis for determining whether specific jurisdiction is properly asserted against a non-resident defendant is explained in Hidria, USA, Inc. v. Delo, 415 S.C. 533, 783 S.E.2d 839 (Ct. App. 2016).

Courts have construed South Carolina's long-arm statute, which affords broad power to exercise personal jurisdiction over causes of action arising from tortious acts and injuries in South Carolina, to extend to the outer limits of the due process clause. See, e.g., *Meyer v. Paschal*, 330 S.C. 175, 181, 498 S.E.2d 635, 638 (1998); *Hammond v. Cummins Engine Co.*, 287 S.C. 200, 203, 336 S.E.2d 867, 868 (1985); see also *Cozi Invs. v. Schneider*, 272 S.C. 354, 358, 252 S.E.2d 116, 118 (1979) (stating "South Carolina's Long-Arm Statute has been construed on several occasions as a grant of jurisdiction as broad as constitutionally permissible. Hence, the parameters of [the statute] are restricted only by due process limitations." (citations omitted)).

"Because we treat our long-arm statute as coextensive with the due process clause, *the sole question* becomes whether the exercise of personal jurisdiction in this case would violate the strictures of due process." *Moosally*, 358 S.C. at 329, 594 S.E.2d at 883. "Due process requires that

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<sup>10</sup> The issue of whether a foreign corporation consents to the general jurisdiction of a state by appointing a registered agent is presently before the U.S. Supreme Court in Mallory v. Norfolk Southern Railway Co., No. 21-1168. The issue of whether a licensed insurance company has consented to jurisdiction by virtue of its registration with the state is not before the U.S. Supreme Court. From a review of the South Carolina Secretary of State's website, it does not appear that CTIC has registered to do business in South Carolina pursuant to S.C. Code § 33-15-101 and this statute is not the basis of this argument why CTIC is subject to this Court's general jurisdiction.

there exist minimum contacts between the defendant and the forum state such that maintenance of the suit does not offend traditional notions of fair play and substantial justice." *Id.* at 330, 594 S.E.2d at 883 (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 476, 105 S.Ct. 2174, 85 L.Ed.2d 528 (1985) ; *Aviation Assocs.*, 303 S.C. at 507, 402 S.E.2d at 180 ).

The test, therefore, for determining specific jurisdiction is based on the outer limits of what due process allows.

The U.S. Supreme Court recently explained and clarified this in Ford Motor Co. v. Montana Eighth Judicial Dist. Court, 141 S.Ct. 1017, 1026 (2021) holding that the specific jurisdiction inquiry requiring that the plaintiff's suit arising from or relating to the defendant's foreign-state contacts does not require "proof of causation". The Ford decision makes the specific jurisdiction test more expansive. The Plaintiff does not need to show that her claim "came about because of the defendant's in-state conduct." *Id.* A court's exercise of jurisdiction over an out-of-state defendant exists where that defendant's in-state contacts "relate to" the plaintiff's claim. *Id.* This "contemplates that some relationships will support jurisdiction without a causal showing." *Id.*

In applying the above to this case, CTIC's partnership with CLAS subjects it to South Carolina jurisdiction. The CTIC/CLAS partnership committed a tortious act, in whole or in part, in this State. It engaged in the unauthorized practice of law by recording a deed with the Horry County ROD. The Fraudulent Deed, itself, on its face, shows that it was prepared by a non-lawyer, which is another act of the unauthorized practice of law in South Carolina. Lastly, the Fraudulent Deed, as explained above, was not in recordable form. Companies with the experience of CLAS and CTIC should not have accepted this deed for

recording and then recorded it with the ROD. By recording the Fraudulent Deed, Homedebone, LLC was empowered to sell Ms. Ward's home. The recording of the Fraudulent Deed was accomplished by the CLAS/CTIC partnership, by and through its partner, CLAS.

Although CTIC denies it is in partnership with CLAS (CTIC's Memorandum, pp. 9-11), CLAS's website states otherwise. This is further supported by the interlocking directorates between the two entities and their shared address. This is a prima facie showing of a partnership.

CTIC also argues that it cannot be in a partnership with CLAS because it owns 59.9% of CLAS stock. This may be true if CTIC is the controlling party; otherwise, this position is not supported by South Carolina law.

A "partnership" is "an association of two or more persons to carry on as co-owners a business for profit[.]" S.C. Code Ann. § 33-41-210. In South Carolina, "a partnership is an entity separate and distinct from the individual partners who compose it." Young v. Jones, 816 F. Supp. 1070, 1076 (D.S.C. 1992), *aff'd*, Young v. FDIC, 103 F.3d 1180, 1183 (4th Cir. 1997); see also S.C. Tax Com. v. Reeves, 278 S.C. 658, 659, 300 S.E.2d 916, 916 (1983). **The existence of a partnership is a question of fact.** Hofer v. St. Clair, 298 S.C. 503, 508, 381 S.E.2d 736, 739 (1989).

Under South Carolina law, all partners are generally "liable jointly and severally for everything chargeable to the partnership". S.C. Code Ann. §33-41-370(A). Thus, "[i]ndividual partners are jointly liable for partnership debts." Mansour v. Massey, 287 S.C. 176, 177, 336 S.E.2d 15 (1995).

Once personal jurisdiction is obtained over the partnership, a South Carolina court may hold a foreign partner who is not subject to individual personal jurisdiction in South Carolina personally liable for the obligations of the partnership. Young, 816 F. Supp. at 1076 (D.S.C, 1992), Long v. Baldt, 464 F. Supp. 269, 275 n.8 (D.S.C. 1979); see also S.C. Code Ann. §33-41-370(A). The foreign partner may also be held jointly and severally liable for the tortious acts that are attributable to the partnership. See Young, 816 F. Supp. at 1076. Therefore, this issue alone should defeat CTIC's Motion to Dismiss and that the partnership issue should be decided either at the motion for summary judgment stage or at trial.

At the motion to dismiss stage, the Plaintiff has met her burden to establish that there is a question concerning a partnership between CTIC and CLAS. This partnership and its partners are subject to the jurisdiction of this Court. As the existence of a partnership is a jury issue, this matter should not be dismissed at this stage so that further discovery can take place.

**B. As to CLAS/CTIC's 12(b)(6) Motions to Dismiss**

CLAS moves to dismiss Ms. Ward's complaint against it, claiming that it has no legal duty to Ms. Ward with respect to the filing of the Fraudulent Deed. As CLAS was not required or forced to file the deed, it has a duty to do so reasonably and in a way that does not injure others.

- 1. CLAS/CTIC Had the Duty to Exercise Reasonable Care When Recording Deeds**
  - a. The Existence of the Duty

As a real estate service company that files deeds, CLAS does have the duty to exercise reasonable care in the recording of deeds. There is not a precise definition for “duty”. In Araujo vs. Southern Bell Tel. & Tel. Co., 291 S.C. 54, 57-58, 351 S.E.2d 908 (Ct. App. 1986), the Court of Appeals stated:

There is no formula for determining duty; a duty is not sacrosanct in itself but only an expression of the sum total of those considerations of policy which lead the law to say that a particular plaintiff is entitled to protection. Suffice it to say that a multiplicity of factors come into play when courts contemplate the question of duty. These factors include the policy of deterring future tortfeasors, the moral culpability of the tortfeasor, and numerous other conceivable factors; duty is seen in general terms as requiring a person or corporation to conform his or its conduct to a standard which is adequate to protect others from unreasonable risk of harm.

These factors, when applied to CLAS/CTIC and the facts of this case, demonstrate that CLAS/CTIS has an obligation and duty to use due care.

Further, The Restatement (Second) of Torts (1979), describes “duty” in this manner:

**4 Duty** The word “duty” is used throughout the Restatement of this Subject to denote the fact that the actor is required to conduct himself in a particular manner at the risk that if he does not do so he becomes subject to liability to another to whom the duty is owed for any injury sustained by the other, of which that actor’s conduct is a legal cause.

The South Carolina Supreme Court has stated “. . . there is a duty upon all to exercise reasonable care not to injure another.” Ramey v. Carolina Life Ins. Co., 244 S.C. 16, 24, 135 S.E.2d 362, 366 (1964) (quoting the Supreme Court of Alabama in Liberty National Life Ins. Co. v. Weldon, 267 Ala. 71, 100 So.2d 696, 61 A.L.R. 2d 1346 (1957)).

One specific duty CLAS/CTIC has with respect to recording a deed is to not engage in the unauthorized practice of law. South Carolina prohibits the unauthorized practice of law.

The reason preparation of instruments by lay persons must be held to constitute the unauthorized practice of law is not for the economic protection of the legal profession. Rather, it is for the protection of the public from the potentially severe economic and emotional consequences which may flow from erroneous advice given by persons untrained in the law.

State v. Buyers Service Co., Inc., 292 S.C. 426, 357 S.E.2d 15 (1987) *Accord* Renaissance Enterprises Inc. v. Summit Teleservices, Inc., 334 S.C. 649, 515 S.E.2d (1999). (“The goal of the prohibition against the unauthorized practice of law is to protect the public from incompetent, unethical or irresponsible representation.”)

In South Carolina, the recording of a deed constitutes the practice of law. The South Carolina Bar, through its Ethics Advisory Committee, has addressed this issue. In its “frequently asked questions”, the Ethics Advisory Committee published:

6. May an out-of-state lawyer file a deed in South Carolina?

Generally, no. Filing deeds is the practice of law in South Carolina and, therefore, may only be done under the supervision of a lawyer licensed to practice in South Carolina, unless one of the exceptions of Rule 5.5(c), South Carolina Rules of Professional Conduct, applies.

[https://www.scbare.org/lawyers/sections-committees-divisions/committees/ethics-advisory-committee/ethics-advisory-faqs/?edit\\_off=true#6](https://www.scbare.org/lawyers/sections-committees-divisions/committees/ethics-advisory-committee/ethics-advisory-faqs/?edit_off=true#6).

The facts of this case are even more egregious as CLAS/CTIC is not even a law practice. It engaged in the unauthorized practice of law, which is against the public policy and which has resulted in substantial harm to Ms. Ward.

CLAS cited Hendricks v. Clemson Univ., 353 S.C. 449, 456-57, 58 S.E.2d 711, 714 (2003) for the proposition that an **affirmative duty to act** exists only if created by statute, contract, relationship, status, property interest or some other special circumstance. However, the Supreme Court went on in Hendricks to state: “*where an act is voluntarily undertaken, however, the actor assumes the duty to use due care*” *Id.* (italics added). The Plaintiff is not alleging that CLAS had an affirmative legal duty to file *anything*; CLAS was not *required* to file the Fraudulent Deed. CLAS accepted the Fraudulent Deed for recording from an individual (non-attorney), co-Defendant David Litt; the Fraudulent Deed was drafted by Homedebone, LLC. Thus, having undertaken the task of filing the deed, CLAS assumed the duty to use due care. “Ordinarily, the common law imposes no duty on a person to act. Where the act is voluntarily undertaken, however, the actor assumes the duty to use due care.” *Id.* at 457, 578, S.E.2d at 714.

CLAS contends, by analogy, that it simply walked the deed over to the court house and simply recorded it. It is attempting to analogize itself to that of a courier. CLAS cannot avoid liability on this basis. It is a sophisticated service provider involved in real estate title transfers. Its services include title searches, underwriting for title insurance policies and insuring that the deeds it files comply with applicable law. With such a level of expertise, it certainly could recognize the defects in the Fraudulent Deed.

More importantly, it was clearly foreseeable that a defective deed, once filed, could have devastating consequences for all parties in the chain of title, both as to Ms. Ward as grantor, and subsequent purchasers. CLAS had the duty to exercise due care not to injure

these foreseeable victims, but chose not to exercise its duty of care, which has now resulted in this lawsuit.

As stated above, a person or entity must conform its conduct to a standard which is adequate to protect others from unreasonable risk of harm. Araujo, *supra*. CLAS acted without exercising reasonable care when it filed the Fraudulent Deed.

First and foremost, CLAS/CTIC should not have engaged in the unauthorized practice of law. It did so, in this case, to the harm of Ms. Ward. Furthermore, in filing a deed in South Carolina, it has the duty to comply with the standards required by South Carolina law in filing only properly executed deeds.

The Fraudulent Deed, in this case, did not meet the requirements of a recordable deed. It was allegedly DocuSigned (electronically signed), which is not recognized in South Carolina. See Opinion of the Attorney General dated October 31, 2006, a copy of which is attached as Exhibit H.

As importantly, the Fraudulent Deed demonstrates that it did not comply with the statutory requirement that the grantee sign the deed in the presence of two witnesses. S.C. Code Ann. § 30-5-30. The witnesses could not have, and did not, witness Ms. Ward allegedly signing the Fraudulent Deed. In filing a deed under these circumstances, CLAS exposed Ms. Ward to an unreasonable risk of harm which was clearly foreseeable. By engaging in the unauthorized practice of law and not following the basic South Carolina recording law, it breached its duty.

b. Proximate Cause

The recording of the Fraudulent Deed by CLAS/CTIC proximately caused the Plaintiff's injuries. "The law defines proximate cause of an injury to be something that

produces a natural chain of events which, in the end, brings about the injury. Proximate causes does not mean the sole cause. The defendant's conduct can be a proximate cause if it was at least one of the direct, concurring causes of the injury." Rarely is proximate cause decided as a matter of law. Ralph King Anderson, Jr. South Carolina Requests to Charge - Civil, (2002), Section 20-2.

CLAS attempts to argue that the real damage and injury occurred when the Fraudulent Deed was signed. What CLAS fails to appreciate is that the deed was void *ab initio*. The injury to Ms. Ward occurred when the property was sold to Pereira Partners, LLC and Ms. Ward was dispossessed. This is the real proximate cause of her injuries.

**2. CLAS/CTIC is a Party to the Cause of Action Seeking to Set Aside the Deed**

In its Fourth cause of action, Plaintiff seeks a declaratory judgment to set aside the Fraudulent Deed. CLAS is named as a party to this cause of action because it may have an interest in the outcome of the action. Plaintiff does not object to CLAS being dismissed from this cause of action as long as it does not take a position contrary to the Plaintiff's in her attempt to set aside the Fraudulent Deed.

**3. CLAS/CTIC Seeks to Be Dismissed as a Party to the Fifth Cause of Action Alleging Intentional Infliction of Emotional Distress**

There is no question that Ms. Ward is the victim of fraudulent acts that constitute the intentional infliction of emotional distress. Discovery needs to take place as to CLAS/CTIC's involvement in the recording of the Fraudulent Deed, its relationship with Defendant David Litt, its knowledge of the recording laws in South Carolina, and its practices and policies concerning the recording of deeds.

This cause of action should continue through discovery.

**4. Plaintiff Has Alleged a Viable South Carolina Unfair Trade Practices Act Claim.**

CLAS is in the business of recording deeds. It is assumed that CLAS records deeds or assists others in recording deeds every day. The proper recording of deeds is a matter of public interest, especially when it involves the unauthorized practice of law in the recording of a deed. Unless addressed by this Court, CLAS/CTIC may very well continue the practice of recording deeds in South Carolina. CLAS's/CTIC's motion to dismiss the Plaintiff's Sixth cause of action alleging unfair trade practices should be denied.

**5. Plaintiff Has Alleged a Viable Slander of Title Claim.**

The Fraudulent Deed contains the false statement that Ms. Ward sold her home to Homedebone, LLC. CLAS then took the Fraudulent Deed and published it when it recorded it with the ROD. CLAS recorded the Fraudulent Deed in total disregard of Ms. Ward's rights and with the intent of depriving Ms. Ward of her ownership in her home. Ms. Ward's home is now vacant and is diminishing in value every day. It cannot now be sold because of the litigation and this alone is causing a diminution in value. But it is self evident that the diminution in value to Ms. Ward is 100% of the value of the home. The Plaintiff's Ninth cause of action asserting slander of title was appropriate under the facts of this case and CLAS's motion to dismiss itself from the same should be denied.

**6. Plaintiff Has Pled a Viable Civil Conspiracy Claim.**

CLAS appears to be arguing that Plaintiff needed to allege additional acts in furtherance of the conspiracy rather than reallege other claims within of the Complaint. In paragraph 118 of her Twelfth cause of action alleging civil conspiracy, the Plaintiff alleges

that the Defendants conspired and joined forces, with a meeting of two or more of their collective minds, for the express, unlawful purpose of harming Ms. Ward. This had not been pled anywhere else in the Complaint. These allegations satisfy the pleading requirement for a civil conspiracy cause of action.

#### **V. CONCLUSION**

CTIC's 12(b)(2) Motion to Dismiss alleging lack of jurisdiction should be denied. This Court has jurisdiction over CTIC. At a minimum, if the Court is so inclined, it should allow discovery to proceed to resolve any factual issues the Court may have concerning jurisdiction.

CLAS and CTIC's Motions to Dismiss based on 12(b)(6) should also be denied. The Amended Complaint states facts sufficient to allow the causes of action to proceed further.

Respectfully submitted,

LAW OFFICES OF JOHN M. LEITER PA

/s/ John M. Leiter

John M. Leiter, Esq., Bar #3187

405 79th Avenue North, Suite B

Myrtle Beach, SC 29572

(843) 449-1451

Jleiter@48th.com

Attorney for the Plaintiff

September 9, 2022

# EXHIBIT A

39513030053.

DocuSign Envelope ID: 855FB2B6-1FA8-4178-BCFB-36A847B12631

ELECTRONICALLY FILED - 2022 Sep 09 4:47 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

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, 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, 990, 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.

DocuSign Envelope ID: 856FB2B5-1FA8-4176-BCFB-36A947B12531

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:

*Gloria Ormand Ward*  
Signature

*Gloria Ormand Ward*  
Name

*Chris Parker*  
Signature

*Chris Parker*  
Name

DocuSigned by:  
*Gloria Ormand Ward*  
F30C68B33F04E4  
Gloria Ormand Ward

DocuSign Envelope ID: 855FB2B5-1FA8-4176-BCFB-36A947B12531

Grantor Acknowledgement

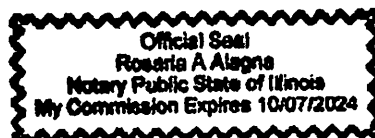
STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosaria Alegna, 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 Alegna



STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

# AFFIDAVIT

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

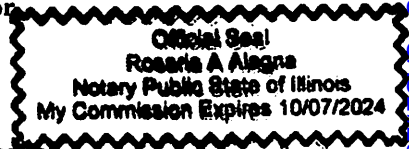
- I have read the information on this affidavit and I understand such information.
- The property being transferred is located at 682 Providence Drive Myrtle Beach, SC bearing Horry County Tax Map Number \_\_\_\_\_, was transferred on 2/4/2021 29572 by GLORIA JORDANA WARD to Homedebone, LLC

- 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.)

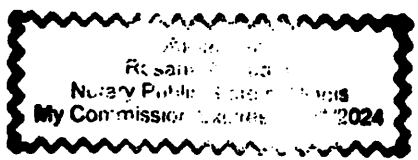
If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes  or No

- 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 \_\_\_\_\_



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: \_\_\_\_\_

- 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

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



## **EXHIBIT B**



# Horry County Register of Deeds

Marion D. Foxworth, III  
Registrar

Transaction #: 4364432  
 Receipt #: SUSPENDED  
 eRecord Agent  
 Cashier Date:

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

Customer Information	Transaction Information	Payment Summary
(00801) CORPORATION SERVICE COMPANY 919 NORTH 1000 WEST LOGAN, UT 84341 ATTN: Escrow Balance: \$9.00	Date Received: 2/5/2021 4:27:01PM Source Code: E-RECORD Return Code: E-RECORD Trans Type: Recording Agent Ref Num: 6241952	Total Fees: \$15.00 Total Payments: \$15.00 Balance Due: \$0.00

**TRANSACTION PROBLEMS : PLEASE RETURN THIS COVER SHEET WITH YOUR DOCUMENTS**

- Document must have a proper derivation clause. Incorrect book and page stated.
- Witness signatures and acknowledgment is not legible.
- A transmittal sheet is required.

1 Payment(s)	
<b>ACH PAYMENT</b>	\$15.00

1 Recorded Item(s)	
<b>(001) DEED</b>	\$15.00
Recording Fee @ \$15	1

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM - HORRY COUNTY FILEAS - 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

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, in DogwoodNeckTownship, and more particularly described as follows:

PROVIDENCE PARK; LOT 63 AT ANTIGUA.

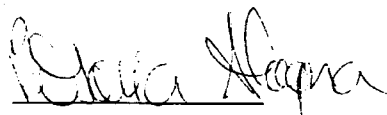
The property hereinabove described was acquired by the Grantor by instrument recorded. A map showing the above-described property is recorded in Deed Book JH1705 at Page 010929

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.

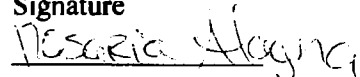
And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all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

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

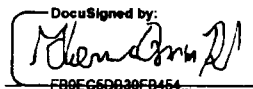
Signed in the presence of:



Signature



Name

DocuSigned by:  
  
F80E66D830FB454...  
Gloria Ormand Ward

**Grantor Acknowledgement**

STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosaria Alagna, 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 Alagna





# Horry County Register of Deeds

Marion D. Foxworth, III  
Registrar

Transaction #: 4377227  
 Receipt #: SUSPENDED  
 Cashier Date: eRecord Agent

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

(00801) CORPORATION SERVICE COMPANY 919 NORTH 1000 WEST LOGAN, UT 84341 ATTN: Escrow Balance: \$9.00	Date Received: 2/9/2021 3:25:01PM	Total Fees	\$15.00
	Source Code: E-RECORD	Total Payments:	\$15.00
	Return Code: E-RECORD	Balance Due:	\$0.00
	Trans Type: Recording		
	Agent Ref Num: 6246303		

**TRANSACTION PROBLEMS** : PLEASE RETURN THIS COVER SHEET WITH YOUR DOCUMENTS

An affidavit of consideration must be submitted.

<b>ACH PAYMENT</b>	<b>\$15.00</b>
--------------------	----------------

<b>(001) DEED</b>	BK/PG: / Instrument#: Date: From: To:
Recording Fee @ \$15	1
	<b>\$15.00</b>

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM - HORRY COUNTY FILED - CASE#2021CP2607668

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

Tax parcel ID: 395-13-03-0053

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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.

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.

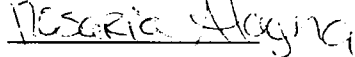
And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all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



Name

DocuSigned by:  


Gloria Ormand Ward

**Grantor Acknowledgement**

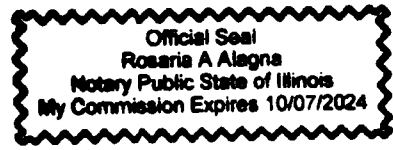
STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosaria Alagna, 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 Alagna



**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):**

LAST NAME

FIRST NAME

MIDDLE NAME

WARD

GLORIA

ORMAND

FULL BUSINESS NAME

**GRANTEE / MORTGAGEE / OBLIGEE / (FROM WHOM):**

LAST NAME

FIRST NAME

MIDDLE NAME

FULL BUSINESS NAME

HOMEDEBONE LLC



# Horry County Register of Deeds

Marion D. Foxworth, III  
Registrar

Transaction #: 4376413  
 Receipt #: SUSPENDED  
 eRecord Agent  
 Cashier Date:

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

(00801) CORPORATION SERVICE COMPANY 919 NORTH 1000 WEST LOGAN, UT 84341 ATTN: Escrow Balance: \$9.00	Date Received: 2/9/2021 9:38:01AM	Total Fees	\$15.00
	Source Code: E-RECORD	Total Payments:	\$15.00
	Return Code: E-RECORD	Balance Due:	\$0.00
	Trans Type: Recording		
	Agent Ref Num: 6245076		

**TRANSACTION PROBLEMS** : PLEASE RETURN THIS COVER SHEET WITH YOUR DOCUMENTS

An affidavit of consideration must be submitted.

<b>ACH PAYMENT</b>	\$15.00
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<b>(001) DEED</b>	BK/PG: / Instrument#: Date: From: To:	\$15.00
Recording Fee @ \$15	1	

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM - HORRY COUNTY - 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 DogwoodNeckTownship, 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, 990, 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.

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.

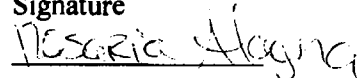
And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all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

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

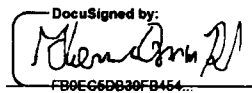
Signed in the presence of:



Signature



Name

DocuSigned by:  


Gloria Ormand Ward

### Grantor Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosaria Alogna, 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 Alogna



**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):**

LAST NAME

FIRST NAME

MIDDLE NAME

WARD

GLORIA

ORMAND

FULL BUSINESS NAME

**GRANTEE / MORTGAGEE / OBLIGEE / (FROM WHOM):**

LAST NAME

FIRST NAME

MIDDLE NAME

FULL BUSINESS NAME

HOMEBONE LLC



# Horry County Register of Deeds

Marion D. Foxworth, III  
Registrar

Transaction #: 4379647  
 Receipt #: SUSPENDED  
 eRecord Agent  
 Cashier Date:

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

(00801) CORPORATION SERVICE COMPANY 919 NORTH 1000 WEST LOGAN, UT 84341 ATTN: Escrow Balance: \$9.00	Date Received: 2/11/2021 1:54:01PM	Total Fees	\$15.00
	Source Code: E-RECORD	Total Payments:	\$15.00
	Return Code: E-RECORD	Balance Due:	\$0.00
	Trans Type: Recording		
	Agent Ref Num: 6250053		

**TRANSACTION PROBLEMS** : PLEASE RETURN THIS COVER SHEET WITH YOUR DOCUMENTS



Two witnesses to the execution are required.

<b>ACH PAYMENT</b>	\$15.00
--------------------	---------

<b>(001) DEED</b>	<i>BK/PG: / Instrument#: Date:</i> <b>From: WARD GLORIA ORMAND To: HOMEDEBONE LLC</b>	\$15.00
Recording Fee @ \$15	1	

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM - HORRY COUNTY - 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.

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.

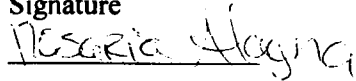
And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all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

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

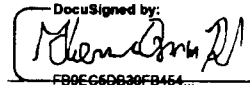
Signed in the presence of:



Signature



Name

DocuSigned by:  
  
FD9E65D630FB454...

Gloria Ormand Ward

**Grantor Acknowledgement**

STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosaria Aiegna, 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 Aiegna



STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

# AFFIDAVIT

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

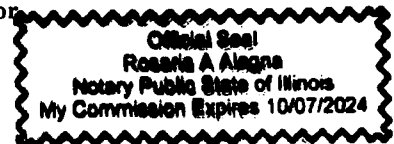
1. I have read the information on this affidavit and I understand such information.  
2. The property being transferred is located at 682 PROVIDENCE DRIVE, MYRTLE BEACH, SC,  
bearing Horry County Tax Map Number 291572, was transferred on 2/4/2021  
by GLORIA DORLAND WARD  
to Homedebone, LLC

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):

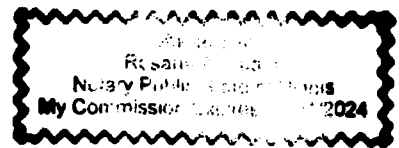
- (a)  The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
- (b)  The fee is computed on the fair market value of the realty which is \_\_\_\_\_
- (c)  The fee is computed on the fair market value of the realty as established for property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

SWORN to before me this  
9<sup>th</sup> day of February year of 2021  
Rosaria Alagna  
Notary Public Signature

My Commission Expires: 10/07/2024

[Signature]  
Responsible Person Connected w/Transaction (Signature)

DAVID LOTT  
Responsible Person Connected w/Transaction (Printed)

ROSARIA ALAGNA  
Notary Public Printed Name

**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):**

LAST NAME

FIRST NAME

MIDDLE NAME

WARD

GLORIA

ORMAND

FULL BUSINESS NAME

**GRANTEE / MORTGAGEE / OBLIGEE / (FROM WHOM):**

LAST NAME

FIRST NAME

MIDDLE NAME

FULL BUSINESS NAME

HOMEDEBONE LLC



# Horry County Register of Deeds

Marion D. Foxworth, III  
Registrar

Transaction #: 4403090  
 Receipt #: SUSPENDED  
 Cashier Date: eRecord Agent

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

(00801) CORPORATION SERVICE COMPANY 919 NORTH 1000 WEST LOGAN, UT 84341 ATTN: Escrow Balance: \$9.00	Date Received: 2/16/2021 11:40:01AM	Total Fees	\$16.85
	Source Code: E-RECORD	Total Payments:	\$16.85
	Return Code: E-RECORD	Balance Due:	\$0.00
	Trans Type: Recording		
	Agent Ref Num: 6254414		

**TRANSACTION PROBLEMS** : PLEASE RETURN THIS COVER SHEET WITH YOUR DOCUMENTS

Poor quality image. The witness signature is not legible.

<b>ACH PAYMENT</b>	\$16.85
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<b>(001) DEED</b>	BK/PG: / Instrument#: Date: From: To:	
Recording Fee @ \$15	1	\$15.00
State Doc Stamps @ \$1.30 per \$500 rounded up	100.00	\$1.30
County Doc Stamps @ \$0.55 per \$500 rounded up	100.00	\$0.55

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM - HORRY COUNTY - CLERK OF COURTS - JAMES J. JAMES JR. 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.

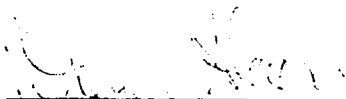
This is the identical property conveyed to the Grantor herein by Deed of Francisco J. Rey and Clara C. Rey dated December 1, 1995 and recorded December 1, 1995 in Deed Book 1835 at Page 711, Horry County Records.

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

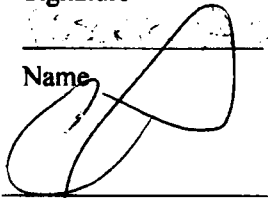
IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed in the presence of:



Signature

Name



Signature

Chris Parker

Name

DocuSigned by:  
  
F00C6D90F0464  
Gloria Ormand Ward

**Grantor Acknowledgement**

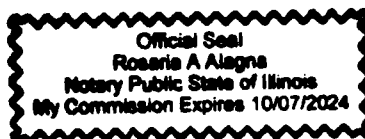
STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosario A. Aigna, 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: 10/07/2024

Notary Public Rosario A. Aigna



STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

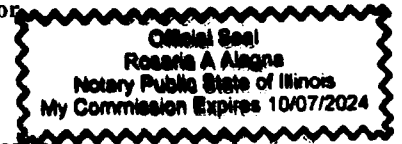
# AFFIDAVIT

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, bearing Horry County Tax Map Number 29572, was transferred on 2/4/2021 by GLORIA DONNA 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.)

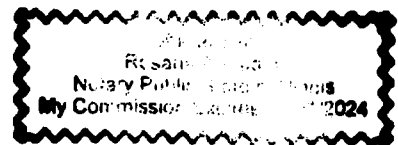
If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes  or No

- 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 \_\_\_\_\_



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: \_\_\_\_\_

- 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: \_\_\_\_\_



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.

SWORN to before me this 9<sup>th</sup> day of February year of 2021  
Rosaria Alagna  
Notary Public Signature

My Commission Expires: 10/07/2024

[Signature]  
Responsible Person Connected w/Transaction (Signature)

David Litt  
Responsible Person Connected w/Transaction (Printed)

ROSARIA ALAGNA  
Notary Public Printed Name

**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):**

LAST NAME

FIRST NAME

MIDDLE NAME

**WARD**

**GLORIA**

**ORMAND**

FULL BUSINESS NAME

**GRANTEE / MORTGAGEE / OBLIGEE / (FROM WHOM):**

LAST NAME

FIRST NAME

MIDDLE NAME

FULL BUSINESS NAME

**HOMEDEBONE LLC**



# Horry County Register of Deeds

Marion D. Foxworth, III  
Registrar

Transaction #: 4406185  
 Receipt #: 2463090  
 Cashier Date: 2/18/2021 3:04:40PM  
 LBLANTON

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

(00801) CORPORATION SERVICE COMPANY 919 NORTH 1000 WEST LOGAN, UT 84341 ATTN: Escrow Balance: \$9.00	Date Received: 2/18/2021 2:50:03PM	Total Fees	\$15.00
	Source Code: E-RECORD	Total Payments:	\$15.00
	Return Code: E-RECORD	Balance Due:	\$0.00
	Trans Type: Recording		
	Agent Ref Num: 6258045		

<b>ACH PAYMENT</b>	\$15.00
--------------------	---------

<b>(001) DEED</b>	BK/PG: 4391/65 Instrument#: 2021000020326 Date: 2/18/2021 From: WARD GLORIA ORMAND To: HOMEDEBONE LLC	
Recording Fee @ \$15	1	\$15.00

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM Horry - COMMON PLEAS - CASE#2021CP2607668

39513030053.

DocuSign Envelope ID: 865F82B6-1FA8-4176-BCFB-36A047B12531

## 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, 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.

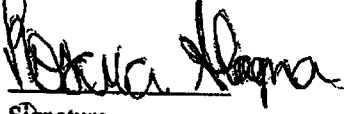
DocuSign Envelope ID: 855FB2B6-1FA8-4176-BCFB-36A947B12531

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



Signature

Chris Parker

Name

DocuSigned by:  
  
Gloria Ormand Ward

DocuSign Envelope ID: 855FB2B5-1FA8-4176-BCFB-36A947B12531

**Grantor Acknowledgement**

STATE OF NORTH CAROLINA

COUNTY OF Horry

I, Rosaria A. Alagna, 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 Alagna



STATE OF SOUTH CAROLINA )

AFFIDAVIT

COUNTY OF HORRY )

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 29572, was transferred on 2/14/2021 by GLORIA DOMINA WARD to Homedebone, LLC

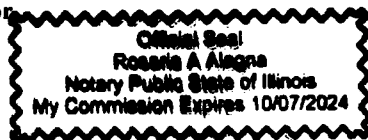
- 3. Check one of the following: The deed is
  - (a)  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b)  subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, 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):

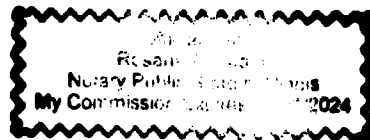
- (a)  The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
- (b)  The fee is computed on the fair market value of the realty which is \_\_\_\_\_
- (c)  The fee is computed on the fair market value of the realty as established for property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

SWORN to before me this 9<sup>th</sup> day of February year of 2021

Rosaria Alagna  
Notary Public Signature

My Commission Expires: 10/07/2024

[Signature]  
Responsible Person Connected w/Transaction (Signature)

DAVID LITT  
Responsible Person Connected w/Transaction (Printed)

ROSARIA ALAGNA  
Notary Public Printed Name

**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>
<b><u>WARD</u></b>	<b><u>GLORIA</u></b>	<b><u>ORMAND</u></b>

FULL BUSINESS NAME

**GRANTEE / MORTGAGEE / OBLIGEE / (FROM WHOM):**

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

FULL BUSINESS NAME

**HOMEDEBONE LLC**

## **EXHIBIT C**

This form cannot be hand written.



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

RECEIVED

JUL 21 2020

Utah Div. of Corp. & Comm. Code

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: Rosa Alagna

Name: Rosa Alagna

Date: 07/17/20

State of Utah  
Department of Commerce  
Division of Corporations and Commercial Code  
I hereby certified 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 AWA Date 07/22/20



Jason Sterzer  
Jason Sterzer  
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.

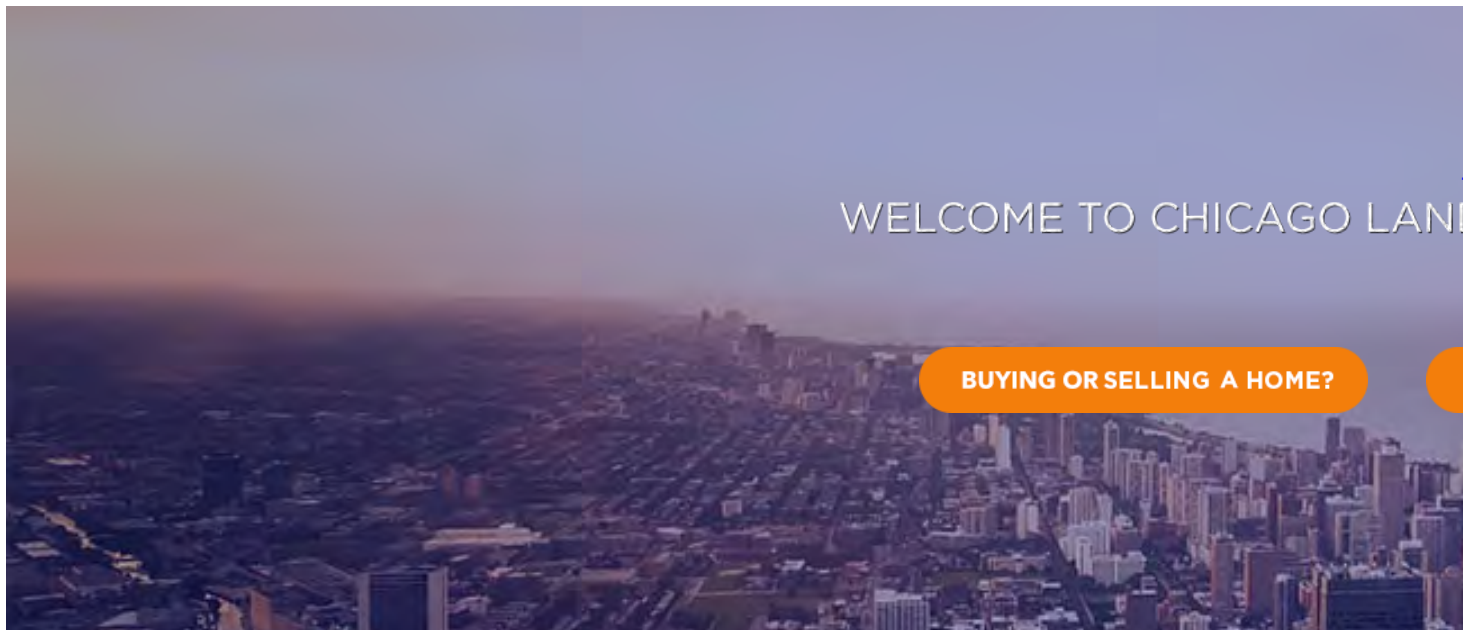
Under GRAMA {63G-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

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## **EXHIBIT D**



- AGENT LOGIN
- FIND ATTORNEY
- UPCOMING EVENTS
- FAQ



WELCOME TO CHICAGO LAND

BUYING OR SELLING A HOME?



BECOME A CLAS AGENT



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# 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.

For attorneys who want to become a title agent, we can provide you with title related services, training and expertise. For more information, contact us today. If you are selling your home and need a quote or assistance with the closing process, we would love to hear from you. Contact Us.

Thank you for visiting our website. We would love to hear from you.

CONTACT US

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**1000 plus**  
Registered Agents

**over 150,000**  
Successful Closings

**20**  
Years Serving You

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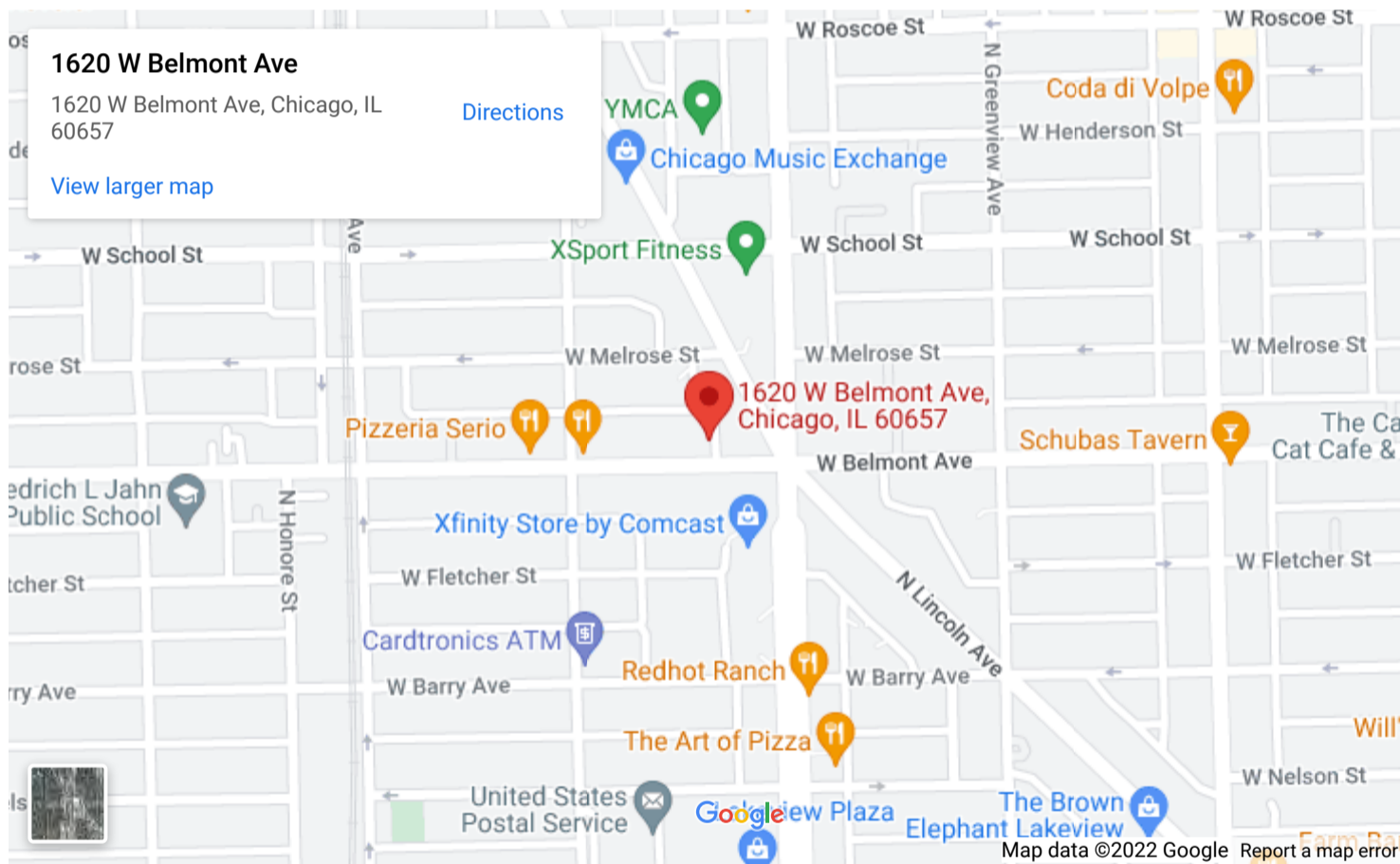
1620 W. Belmont, Chicago, IL 60657

Copyright 2016 - Chicago Land Agency Services, Inc.

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# Chicago Metro Chicago Belmont Office

## Serving Northside Chicago



### CONTACT INFORMATION

#### Chicago Belmont Office

**ADDRESS:**

1620 W Belmont  
Chicago, IL 60657

**PHONE:**

773-528-1816

**FAX:**

773-528-3977

**EMAIL:**

[ashlandclosings@ctt.com](mailto:ashlandclosings@ctt.com)

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**Proud Supporter of Illinois Business & Economic Development**

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# EXHIBIT E

1) Corporation Name <b>CHICAGO TITLE INSURANCE COMPANY</b>		2) State / Country <b>Florida</b>	3) Iss / Exp / Del <b>03/15/2017</b>
4) President Name & Address <b>RAYMOND R QUIRK 601 RIVERSIDE AVE. JACKSONVILLE, FL 32204</b>		5) File Number <b>P 7108-664-4</b>	
6) Secretary Name & Address <b>MARJORIE NEMZURA 10 S LASALLE ST STE 3100 CHICAGO IL 60603</b>			
7) Officer / Director Name & Address <b>ANTHONY J PARK 601 RIVERSIDE AVE, JACKSONVILLE, FL 32204</b>		8) Number Authorized <b>25,000</b>	9) Number Issued on or <b>12/31/2020</b>
8) Shares Information <b>COMMON</b>		Par Value <b>100.00000</b>	20,000,000
9) Registered Agent <b>CT CORPORATION SYSTEM 208 SO LASALLE ST, SUITE 814 CHICAGO IL 60604-1101 Cook County</b>		7) Principal Address of Corporation: <b>601 RIVERSIDE AVE, JACKSONVILLE, FL 32204</b>	
YEAR <b>2021</b>		Perk <b>MAR 24 2021</b>	City <b>JACKSONVILLE</b>
CD00408276		7) Under the penalty of perjury and as an authorized officer, I declare that this annual report, prepared in the production of the Business Corporation Act, has been prepared by me and I, to the best of my knowledge and belief, are correct and complete. 	

# 71086844

Name	Title	Address
Quirk, Raymond R.	Director	601 Riverside Ave, Jacksonville, FL 32204
Barton, Edson N., Jr	Director	601 Riverside Ave, Jacksonville, FL 32204
Nolan, Michael J.	Director	601 Riverside Ave, Jacksonville, FL 32204
Nemzura, Marjorie	Director	10 S LaSalle St Ste 3100, Chicago, IL 60602
Park, Anthony J.	Director	601 Riverside Ave, Jacksonville, FL 32204
Quirk, Raymond R.	Chairman of the Board, President and Chief Executive Officer	601 Riverside Ave, Jacksonville, FL 32204
Day, Steven G.	President, National Agency Operation	601 Riverside Ave, Jacksonville, FL 32204
Jewkes, Roger S.	President, Western Operation	601 Riverside Ave, Jacksonville, FL 32204
Nolan, Michael J.	President, Eastern Operation	601 Riverside Ave, Jacksonville, FL 32204
Catman, P. Richard	Executive Vice President	601 Riverside Ave, Jacksonville, FL 32204
Park, Anthony J.	Executive Vice President, Chief Financial Officer and Treasurer	601 Riverside Ave, Jacksonville, FL 32204
Parthigton, Donald E.	Executive Vice President and Chief Compliance Officer	3210 El Camino Real Ste 200, Irvine, CA 92601
Perez, Paul I.	Executive Vice President	1701 Village Center Circle, Las Vegas, NV 89113
Sadowski, Peter T.	Executive Vice President and General Counsel	1701 Village Center Circle, Las Vegas, NV 89113
Urquhart, Gary R.	Executive Vice President and General Counsel	1701 Village Center Circle, Las Vegas, NV 89113
Van Rooy, Tara B.	Executive Vice President	601 Riverside Ave, Jacksonville, FL 32204
Wunderlich, John A.	Executive Vice President	601 Riverside Ave, Jacksonville, FL 32204
Boother, Douglas A.	Senior Vice President and Major Claims Counsel	601 Riverside Ave, Jacksonville, FL 32204
Burch, Robert	Senior Vice President and Chief Information Security Officer	601 Riverside Ave, Jacksonville, FL 32204
Coilby, Jeffrey E.	Senior Vice President and Chief Accounting Officer	10 S LaSalle St Ste 3100, Chicago, IL 60602
Cole, J. Donald	Senior Vice President and Chief Underwriting Counsel	601 Riverside Ave, Jacksonville, FL 32204
DantIn Franklin, Elizabeth U	Senior Vice President and Director of Audit Service	601 Riverside Ave, Jacksonville, FL 32204
DeFoot, Randle P.	Senior Vice President and National Agency Counsel	601 Riverside Ave, Jacksonville, FL 32204
Ferese, Kelly D.	Senior Vice President and Employment Counsel	601 Riverside Ave, Jacksonville, FL 32204
Hampton, Daniel K.	Senior Vice President and Director of Litigation	601 Riverside Ave, Jacksonville, FL 32204
Hartman, Matthew G.	Senior Vice President and Director of Investment	601 Riverside Ave, Jacksonville, FL 32204
Levitch, Jay L.	Senior Vice President and Director of Human Resources	601 Riverside Ave, Jacksonville, FL 32204
Mordimer, Patrick	Senior Vice President and Chief Risk Officer	601 Riverside Ave, Jacksonville, FL 32204
Rhodin, Patrick S.	Senior Vice President and Senior Claims Counsel	601 Riverside Ave, Jacksonville, FL 32204
Rosse, Jennifer S.	Senior Vice President and Chief Claims Counsel	601 Riverside Ave, Jacksonville, FL 32204
Saag, David S.	Senior Vice President and Deputy Chief Legal Officer	601 Riverside Ave, Jacksonville, FL 32204
Schiffman, Mark E.	Senior Vice President, Chief Regulatory Officer, and Assistant Secretary	1550 Parkside Dr Ste 300, Walnut Creek, CA 94599
Schmidt, Katherine G.	Senior Vice President	601 Riverside Ave, Jacksonville, FL 32204
Thomelz, Gerard M.	Senior Vice President and Managing Counsel	10 S LaSalle St Ste 3100, Chicago, IL 60602
Tierney, Laura C.	Senior Vice President and Director of Major Claims Litigation	601 Riverside Ave, Jacksonville, FL 32204
Tucker, Joseph P.	Senior Vice President and Escrow Administrator	601 Riverside Ave, Jacksonville, FL 32204
Tyler, Lisa A.	Senior Vice President and Tax Director	3210 El Camino Real Ste 200, Irvine, CA 92601
Wells, Stephanie K.	Senior Vice President and Audit Manager	601 Riverside Ave, Jacksonville, FL 32204
Alex, Melissa E.		601 Riverside Ave, Jacksonville, FL 32204

# 71086844

Feldman, Sally A.	Vice President and Tax Director	601 Riverside Ave, Jacksonville, FL 32204
Kling, John	Vice President and Assistant Controller	601 Riverside Ave, Jacksonville, FL 32204
Nelson, Todd A.	Vice President	601 Riverside Ave, Jacksonville, FL 32204
Nemzura, Marjorie	Vice President and Corporate Secretary	601 Riverside Ave, Jacksonville, FL 32204
Peebles, Edward A.	Vice President and Controller	601 Riverside Ave, Jacksonville, FL 32204
Supabo, Marilyn C. N.	Vice President and Assistant Treasurer	1701 Village Center Circle, Las Vegas, NV 89134
Bogaporo, Lindsay N. W.	Assistant Vice President	3220 El Camino Real Ste 200, Irvine, CA 92602
Forchumer Conner, Erika K	Assistant Vice President and Tax Manager	601 Riverside Ave, Jacksonville, FL 32204
Garland, Todd	Assistant Vice President and Corporate Accounting Manager	601 Riverside Ave, Jacksonville, FL 32204
Katona, Nicole N	Assistant Vice President and Risk Manager	601 Riverside Ave, Jacksonville, FL 32204
Lovejoy, Madeline G. M.	Assistant Vice President and Assistant Secretary	3210 El Camino Real Ste 200, Irvine, CA 92602
McCall, Kenneth J.	Assistant Vice President and Corporate 1099 Assistant Manager	3210 El Camino Real Ste 200, Irvine, CA 92602
Rennie, See Vue	Assistant Vice President and Tax Manager	601 Riverside Ave, Jacksonville, FL 32204
Ruel, Jennifer J	Assistant Vice President and Assistant Secretary	601 Riverside Ave, Jacksonville, FL 32204



**State of Illinois  
Domestic/Foreign Corporation Annual Report**

Year 2021 Corporation File No 59542575  
FILED July 26, 2021  
Jesse White, Secretary of State

1. **Corporate Name** CHICAGO LAND AGENCY SERVICES, INC.  
**Registered Agent** C T CORPORATION SYSTEM  
**Registered Office** 208 SO LASALLE ST, SUITE 814  
**City, IL, Zip Code, County** CHICAGO, IL 60604-1101 COOK
2. **Principal address of Corporation** 1620 W. BELMONT AVE. CHICAGO, IL 60657
- 3a. **State or Country of Incorporation** ILLINOIS 3b. **Date Incorporated/Qualified** 08-11-1997

4. **The names and addresses of ALL officers & directors MUST be listed here!**

Officers	
Title Name & Address	PRESIDENT RANDALL S MOORE 1620 W BELMONT AVE. CHICAGO, IL 60657
Title Name & Address	SECRETARY PATRICIA TROYER SAME
Title Name & Address	TREASURER PATRICIA TROYER 1620 W. BELMONT AVE. CHICAGO, IL 60657

5. **If 51% or more of the stock is owned by a minority or female, please check the appropriate box**

Minority  Female  Both

6. **Number of shares authorized and issued as of 5-31-2021**

Class	Series	Par Value	Number Authorized	Number Issued
COMMON		0.00000	100000	1000.000

7. **The amount of paid-in-capital as of 5-31-2021 is \$ 1000**

8. **The corporation elects to pay its annual franchise tax based upon 100% of its total paid-in capital.**

9. **Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.**

By RANDALL S. MOORE  
Authorized Officer  
PRESIDENT July 26, 2021  
Title & Date

Fee Summary
Franchise Tax: \$0.00
Filing Fee: \$75.00
Penalty: \$0.00
Interest: \$0.00
<b>Total Fee: \$75.00</b>

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM - HARRY - COMMON PLEAS - CASE#2021CP2607668



**State of Illinois**  
**Domestic/Foreign Corporation Annual Report**

**Year**                      **Corporation File No**

2021                              59542575

FILED July 26, 2021

Jesse White, Secretary of State

1. **Corporate Name** CHICAGO LAND AGENCY SERVICES, INC.

**Registered Agent** C T CORPORATION SYSTEM

**Registered Office** 208 SO LASALLE ST, SUITE 814

**City, IL, Zip Code, County** CHICAGO, IL 60604-1101 COOK

Officers		
Title	VICE PRESIDENT	
Name & Address	PATRICIA TROYER 1620 W. BELMONT AVE. CHICAGO, IL 60657	
Title	DIRECTOR	
Name & Address	RANDALL S. MOORE 1620 W. BELMONT AVE. CHICAGO, IL 60657	
Title	DIRECTOR	
Name & Address	PATRICIA TROYER 1620 W. BELMONT AVE. CHICAGO, IL 60657	
Title	DIRECTOR	
Name & Address	MIKE CUSACK 1620 W. BELMONT AVE. CHICAGO, IL 60657	
Title	DIRECTOR	
Name & Address	VINCE HEARN 1620 W. BELMONT AVE. CHICAGO, IL 60657	
Title	DIRECTOR	
Name & Address	LISA SMITH 1620 W. BELMONT AVE. CHICAGO, IL 60657	
Title		
Name & Address		
Title		
Name & Address		
Title		
Name & Address		

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Form **BCA-4.15/4.20**

**Illinois**  
**Application to Adopt an**  
**Assumed Corporate Name**  
Business Corporation Act

FILE # 59542575

Secretary of State  
Department of Business Services  
Springfield, IL 62756  
217-782-9520  
www.ilsos.gov

Filing Fee: 90.00  
Approved: BLA

FILED  
May 09, 2022  
Jesse White  
Secretary of State

1. Corporate Name: CHICAGO LAND AGENCY SERVICES, INC.

2. State of Incorporation: ILLINOIS

3. Date Incorporated/Qualified: 08/11/1997

4. Corporation intends to adopt and to use the assumed corporate name of:

CLAS CLERKING

5. The right to use the assumed corporate name shall be effective from the date this application is filed by the Secretary of State until 08/01/2025, the first day of the corporation's anniversary month in the next year evenly divisible by five.

6. The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Date: May 09, 2022

Exact Name of the Corporation:  
CHICAGO LAND AGENCY SERVICES, INC.

PATRICIA TROYER

Authorized Officer's Name

VICE PRESIDENT

Title

# EXHIBIT F



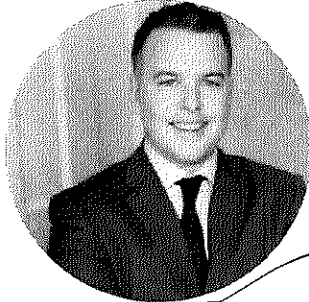
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My Network





Jobs



**Vince Hearn** · 3rd

Vice President, Sales Manager at Chicago Title

-  Chicago Title
-  Illinois State University

Park Ridge, Illinois, United States · Contact info

500+ connections

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### Activity

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Vince Hearn commented on a post · 2mo

This was the one I spotted too Sara O'Connor Mount Greenman!



16 comments

Vince Hearn commented on a post · 2mo

I didn't see this one Irene Chase Chase, but yeah never heard of Catham!



16 comments

Vince Hearn commented on a post · 2mo

I didn't even see that one Stanley Joseph Czaja, Esq., ITP This thing is littered with misprints 😬... the one I found is not even phonetically correct.



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Jobs

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## Experience



### VP Sales | Sales Manager

Chicago Title

Sep 2015 - Present · 7 yrs



### Account Executive

Chicago Title Insurance Company

Feb 2008 - Sep 2015 · 7 yrs 8 mos



### Account Executive

97.1 FM The Drive

2003 - 2008 · 5 yrs

Chicago, Illinois



### Account Executive

CDW-G

2001 - 2003 · 2 yrs

Chicago, Illinois

## Education



### Illinois State University

Bachelor of Science (B.S.), Mass Communication/Media Studies

1997 - 2001

Minor: Business Administration

## Skills

### Real Estate Transactions



Endorsed by Waldemar "Walter" Wyszynski and 9 others who are highly skilled at this



Endorsed by 7 colleagues at Chicago Title



69 endorsements

## Real Estate



Home



My Network



Jobs



Endorsed by 5 colleagues at Chicago Title



44 endorsements

### Sales



Endorsed by Kristina Walus who is highly skilled at this



Endorsed by 4 colleagues at Chicago Title



40 endorsements

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### Interests

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Tim Ferriss · 3rd

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Vincent Hearn, Sr. • 3rd+

VP, Defense & International Sales at goTenna

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JUNE 27

REAL ESTATE

### Mike Cusack, Chicago Title Insurance Company

**Chicago Title Insurance Company, Chicago**

**Mike Cusack** has been promoted to Senior Vice President and Regional Manager, overseeing the company's operations across the Chicago Metro Area of Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties. Chicago Title, part of Fidelity National



# Lisa Smith

Assistant Vice President at Chicago Title Insurance Company



Chicago Title Insurance Company

Crystal Lake, Illinois, United States · [Contact info](#)

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## Activity

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## Experience



**Assistant Vice President**

Chicago Title Insurance Company

# EXHIBIT G



# Horry County Fifteenth Judicial Circuit Public Index



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Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
Chicago Title Company LLC	Defendant	<a href="#">2015CP2607327</a>	10/08/2015	Dismissed	06/09/2016	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Floodservices Company	Defendant	<a href="#">2000CP2600854</a>	03/01/2000	Disposed	01/24/2003	Common Pleas	Person Inj/Other 399		Common Pleas
Chicago Title Ins Co	Defendant	<a href="#">1989CP2603653</a>	10/04/1989	Disposed	08/21/1990	Common Pleas	Person Inj/Other 399		Common Pleas
Chicago Title Ins Co (cross def)	Defendant	<a href="#">1990CP2604729</a>	12/28/1990	Disposed	01/08/1991	Common Pleas	Breach of Cont 140	6982	Common Pleas
Chicago Title Ins Co (cross Def)	Defendant	<a href="#">1991CP2601102</a>	03/15/1991	Disposed	01/13/1992	Common Pleas	Person Inj/Other 399		Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1989CP2601914</a>	06/02/1989	Disposed	04/24/1992	Common Pleas	Person Inj/Other 399	4326	Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1989CP2602536</a>	07/18/1989	Disposed	05/24/1990	Common Pleas	Person Inj/Other 399		Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1990CP2602389A</a>	06/12/1989	Disposed	03/17/1993	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1990CP2602389R</a>	06/12/1989	Disposed	03/12/1992	Common Pleas	Foreclosure 420	9099	Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1990CP2602392A</a>	07/18/1989	Disposed	03/17/1993	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1990CP2602392R</a>	07/18/1989	Disposed	02/27/1992	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1992CP2600138R</a>	03/15/1991	Disposed	05/19/1993	Common Pleas	Person Inj/Other 399		Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">2007CP2600156</a>	01/10/2007	Dismissed	04/17/2007	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Co a Missouri Corporation	Defendant	<a href="#">2010CP2611141</a>	11/29/2010	Dismissed	12/30/2010	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">1990CP2601611</a>	04/27/1990	Disposed	06/15/1990	Common Pleas	Real Prop/Other 499		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">1991CP2601524</a>	04/12/1991	Disposed	05/20/1991	Common Pleas	Debt Collection 110		Common Pleas

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Chicago Title Insurance Company	Defendant	<a href="#">2000CP2605258</a>	11/17/2000	Disposed	11/30/2004	Common Pleas	Contract/Other 199		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2002CP2600678</a>	02/07/2002	Dismissed	09/18/2008	Common Pleas	Foreclosure 420	49474	Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2002LP0118</a>	01/31/2002	Pending		Lis Pendens	Lis Pendens (\$10)	49474	Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2004CP2606644</a>	12/08/2004	Disposed	01/31/2005	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2004CP2606644B</a>	12/08/2004	Disposed	12/30/2005	Common Pleas	Foreclosure 420	67777	Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2004LP01462</a>	12/08/2004	Disposed	01/31/2005	Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2007CP2601858</a>	03/26/2007	Judgment	04/28/2008	Common Pleas	Debt Collection 110	2007CP2601858	Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2007CP2604244</a>	07/12/2007	Judgment	02/06/2008	Common Pleas	Debt Collection 110	2007CP2604244	Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2008CP2604561</a>	06/10/2008	Dismissed	05/01/2009	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2008CP2609410</a>	11/17/2008	Dismissed	04/29/2015	Common Pleas	Real Prop/Other 499		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2008CP2609410</a>	03/12/2010	Disposed	04/29/2015	Common Pleas	Real Prop/Other 499		Master In Equity
Chicago Title Insurance Company	Defendant	<a href="#">2009CP2600491</a>	01/20/2009	Dismissed	05/06/2009	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2009CP2604877</a>	05/14/2009	Dismissed	02/11/2010	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2009CP2606687</a>	07/10/2009	Referred To Master	11/19/2009	Common Pleas	Foreclosure 420	2009CP2606687	Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2009CP2608283</a>	08/25/2009	Referred To Master	06/29/2011	Common Pleas	Foreclosure 420	2009CP2608283	Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2009CP2611287</a>	11/20/2009	Referred To Master	04/03/2013	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2009CP2611287</a>	09/15/2010	Disposed	05/30/2013	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company	Plaintiff	<a href="#">2009CP2611515</a>	11/30/2009	Dismissed	01/18/2012	Common Pleas	Legal Malpract 210		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2011CP2606449</a>	07/29/2011	Dismissed	06/25/2012	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2011CP2607493</a>	09/08/2011	Dismissed	08/01/2012	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2011LP2603029</a>	09/08/2011	Pending		Lis Pendens	Foreclosure		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2012CP2600298</a>	01/17/2012	Dismissed	07/16/2013	Common Pleas	Unfair Trade Pra 640		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2013CP2602817</a>	04/25/2013	Judgment	05/21/2018	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance	Defendant	<a href="#">2013CP2605530</a>	08/09/2013	Special Referee		Common Pleas	Breach of Cont 140		Common Pleas

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Chicago Title Insurance Company	Plaintiff	<a href="#">2013CP2608029</a>	12/10/2013	Referred To Master	06/20/2014	Common Pleas	Breach of Cont 140	2013CP2608029	Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2013CP2608029</a>	11/09/2017	Disposed	05/23/2018	Common Pleas	Breach of Cont 140	2013CP2608029	Master In Equity
Chicago Title Insurance Company	Plaintiff	<a href="#">2014LP2602080</a>	12/03/2014	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2014LP2602149</a>	12/22/2014	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2015CP2601084</a>	02/12/2015	Dismissed	07/10/2017	Common Pleas	Contract/Other 199		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2015CP2607327</a>	10/08/2015	Dismissed	06/09/2016	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2015LP2600032</a>	01/09/2015	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2015LP2600142</a>	01/29/2015	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2015LP2600239</a>	02/17/2015	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2015LP2600347</a>	03/06/2015	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2015LP2600509</a>	03/25/2015	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2015LP2600715</a>	04/13/2015	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2016CP2604917</a>	07/29/2016	Judgment	11/18/2016	Common Pleas	Foreign Judgment 710	2016CP2604917	Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2016CP2607441</a>	11/18/2016	Dismissed	09/04/2019	Common Pleas	Legal Malpract 210		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2018CP2600003</a>	12/28/2017	Referred To Master		Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2018CP2601066</a>	02/14/2018	Dismissed	08/13/2018	Common Pleas	Person Inj/Other 399		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2018LP2600002</a>	12/28/2017	Pending		Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2021CP2607668</a>	11/18/2021	Pending/ADR Sanctions		Common Pleas	Fraud/Bad Faith 150		Common Pleas
Chicago Title Insurance Company 3rd Party	Plaintiff	<a href="#">2013CP2602817</a>	04/25/2013	Judgment	05/21/2018	Common Pleas	Foreclosure 420	2013CP2602817	Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2012CP2601521</a>	02/23/2012	Dismissed	07/10/2012	Common Pleas	Breach of Cont 140		Common Pleas



Charleston County

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Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
Chicago Title Company LLC	Defendant	<a href="#">2018CP1005875</a>	12/11/2018	Dismissed	11/18/2021	Common Pleas	Legal Malpract 210		Common Pleas
Chicago Title Insurance company	Plaintiff	<a href="#">1989CP1005721</a>	12/28/1989	Judgment	08/06/1990	Common Pleas	Special-Comp/Oth 699	1989CP1005721	Common Pleas
Chicago Title Insurance Co Etc	Defendant	<a href="#">2008CP1002641</a>	05/13/2008	Judgment	02/10/2012	Common Pleas	Contract/Other 199		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">1989CP1005721</a>	12/28/1989	Judgment	08/06/1990	Common Pleas	Special-Comp/Oth 699	1989CP1005721	Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">1990CP1006195</a>	12/31/1990	Judgment	02/12/1991	Common Pleas	Special-Comp/Oth 699	1990CP1006195	Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">1993CP1001853</a>	04/23/1993	Settled	07/22/1993	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">1993CP1003155</a>	07/27/1993	Settled	08/18/1993	Common Pleas	Judgment/Other 799		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">1996CP1003296</a>	09/16/1996	Dismissed	03/06/1998	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">1996LP1006394</a>	09/16/1996	Dismissed	03/06/1998	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2006CP1000371</a>	02/01/2006	Change Of Venue	03/29/2006	Common Pleas	Contract/Other 199		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2011CP1003838</a>	05/31/2011	Judgment	10/09/2017	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2011CP1003838</a>	03/07/2014	Disposed	07/30/2015	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company	Defendant	<a href="#">2014CP1005794</a>	09/22/2014	Dismissed	10/15/2015	Common Pleas	Legal Malpract 210		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2014LP1000431</a>	05/31/2011	Pending		Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2014LP1000815</a>	05/31/2011	Pending		Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2016CP1003019</a>	06/09/2016	Dismissed	06/29/2017	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2017CP1003761</a>	07/24/2017	Judgment	07/24/2017	Common Pleas	Foreign Judgment 710	2017CP1003761	Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2018CP1005875</a>	12/11/2018	Dismissed	11/18/2021	Common Pleas	Legal Malpract 210		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2019CP1005567</a>	10/23/2019	Settled	02/14/2020	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2019CP1005567</a>	12/18/2019	Dismissed	02/12/2020	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company	Defendant	<a href="#">2019LP1001082</a>	10/23/2019	Pending		Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2022CP1001673</a>	04/12/2022	Transferred	05/12/2022	Common Pleas	Contract/Other 199		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2022CP1002734</a>	06/17/2022	Dismissed	08/19/2022	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2022LP1000441</a>	06/17/2022	Dismissed	08/19/2022	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Etal	Defendant	<a href="#">1992CP1005179</a>	11/04/1992	Disposed	04/30/1993	Common Pleas	Special-Comp/Oth 699		Common Pleas
Chicago Title Insurance Company Etal	Defendant	<a href="#">1992LP1007074</a>	11/04/1992	Dismissed	04/30/1993	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Etal	Defendant	<a href="#">1997CP1002520</a>	05/02/1997	Settled	11/23/1998	Common Pleas	Judgment/Other 799		Common Pleas
Chicago Title Insurance Company Etal	Defendant	<a href="#">1997CP1003697</a>	07/29/1997	Disposed	03/16/1999	Common Pleas	Special-Comp/Oth 699		Common Pleas
Chicago Title Insurance Company Etal	Defendant	<a href="#">1997CP1003697</a>	07/30/1998	Disposed	03/16/1999	Common Pleas	Special-Comp/Oth 699		Master In Equity
Chicago Title Insurance Company Etal	Defendant	<a href="#">2011CP1000897</a>	02/04/2011	Settled	02/11/2011	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company Etc	Defendant	<a href="#">1996CP1000556</a>	02/15/1996	Settled	03/18/1997	Common Pleas	Condemnation 410		Common Pleas
Chicago Title Insurance Company Etc	Defendant	<a href="#">1996LP1006096</a>	02/15/1996	Dismissed	03/18/1997	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2005CP1003608</a>	09/02/2005	Settled	02/09/2010	Common	Foreclosure 420		Common Pleas

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Etc						Pleas			
Chicago Title Insurance Company Etc	Defendant	<a href="#">2005CP1003608</a>	06/13/2006	Settled	02/09/2010	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company Etc	Defendant	<a href="#">2005LP1006779</a>	09/02/2005	Dismissed	02/09/2010	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Etc	Defendant	<a href="#">2006CP1000117</a>	01/12/2006	Change Of Venue	02/22/2006	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2011CP1004612</a>	06/30/2011	Dismissed	03/31/2014	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2011CP1004612</a>	03/26/2012	Dismissed	02/07/2014	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company Inc	Defendant	<a href="#">2011LP1001348</a>	06/30/2011	Cancelled	03/31/2014	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2011LP1001572</a>	06/30/2011	Cancelled	03/31/2014	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2015CP1003268</a>	06/09/2015	Dismissed	03/14/2016	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2015LP1000684</a>	06/09/2015	Cancelled	03/14/2016	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2018CP1005767</a>	12/05/2018	Settled	04/29/2019	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2018CP1005767</a>	01/24/2019	Dismissed	03/19/2019	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company Inc	Defendant	<a href="#">2018LP1001252</a>	12/05/2018	Cancelled	04/29/2019	Lis Pendens	Lis Pendens		Common Pleas

# EXHIBIT H

8046 Liberty

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The State of South Carolina  
OFFICE OF THE ATTORNEY GENERAL

HENRY McMASTER  
ATTORNEY GENERAL

October 31, 2005

F. Lee Prickett, Jr., Esquire  
Calhoun County Attorney  
102 Courthouse Drive, Suite 108  
St. Matthews, South Carolina 29135

Dear Lee:

In a letter to this office you questioned the legality of recording deeds, mortgages or other land transactions by electronic means. Such question was raised in reference to the provisions of the "Uniform Electronic Transactions Act", hereafter "the UETA", which is codified as S.C. Code Ann. §§ 26-6-10 et seq. I am not aware of any counties in the State that are presently recording such documents by electronic means.

As to the matter of execution of deeds, no provisions of the UETA specifically reference the execution of deeds, mortgages or other land transactions. However, execution of such documents is also not specifically prohibited by the UETA. (See Section 26-6-30 which exempts certain transactions, such as the creation and executions of wills). As to the legality of electronic contracts or records, it is provided by Section 26-6-50 that the UETA "...applies only to transactions between parties who agree to conduct transactions by electronic means." Furthermore, Section 26-6-60 states that

This chapter must be construed and applied to:

- (1) facilitate electronic transactions consistent with other applicable law;
- (2) be consistent with reasonable practice concerning electronic transactions and with continued expansion of these practices; and
- (3) effectuate its general purpose to make uniform the law with respect to the subject of this chapter among states enacting it.

It is further provided by Section 26-6-70 that

- (A) A record or signature must not be denied legal effect or enforceability solely because it is in electronic form.
- (B) A contract must not be denied legal effect or enforceability solely because an electronic record is used in its formation.

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- (C) An electronic record satisfies a law requiring a record to be in writing.
- (D) An electronic signature satisfies a law requiring a signature.

As stated in Donan v. Mariner, 339 S.C. 621, 626, 529 S.E.2d 754, 757 (2000),

[a] deed is not legally effective until it has been delivered...While there is no prescribed method for an effective delivery of a deed, manual transfer of the instrument into the hand of the grantee is neither required to effectuate a valid delivery, nor dispositive of the issue. The term delivery in this regard refers to "not so much a manual act but the intention of the maker...existing at the time of the transaction...and not subject to later change of mind."..."The controlling question of delivery in all cases is one of intention."

The UETA as set forth in Section 26-6-80 states that

(A) If parties agree to conduct a transaction by electronic means and a law requires a person to provide, send, or deliver information in writing to another person, the requirement is satisfied if the information is provided, sent, or delivered in an electronic record capable of retention by the recipient at the time of receipt.

In the opinion of one author as set forth in a law review article titled "Digital Recording of Real Estate Conveyances" published at 32 John Marshall Law Review 227,

The core concept of the UETA is that electronic documents should be recognized and enforced to the same extent as paper documents. The UETA specifically excludes wills and codicils, and trusts created in connection with wills and codicils, but there are no other broad exclusions. Thus, the act covers deeds, mortgages, releases, and other ordinary real estate documents. It does not cover "a provision in a rule of law relating to a specific mode of delivery or display of information." While deeds and other real estate conveyances must be delivered to take effect, the general rules of the common law do not provide for any "specific mode of delivery;" hence, this exclusion does not take real estate conveyances out of the act's coverage.

The UETA does not require anyone to use an electronic document, but merely authorizes their use. Similarly, it does not require any particular mode of delivery or transmission, so long as the recipient of the document has the means reasonably available to retrieve and read it. For example, a grantor could deliver a deed to a grantee simply by e-mailing it to the grantee, provided that the grantee had the means for readily receiving and reading e-mails. Likewise, a deed could be transmitted to

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the recorder's office for recordation if the recorder was equipped to receive and process e-mail transmissions. The grantee or recorder could, however, expressly provide that it declined to receive e-mailed deeds, in which case some other form of delivery would be necessary.

32 J. Marshall L. Rev. 264-265.

Consistent with such, it may be argued that there is a basis to indicate that a deed may be executed consistent with the UETA. However, such a conclusion by this office is not free from doubt and express legislative clarification should be sought before adopting such a method for the execution of a deed. This is especially the case because of the present requirements for recording of deeds.

As to the matter of recording, in Milford v. Aiken, 61 S.C. 110 at 111, 39 S.E. 233 (1901) the State Supreme Court stated that the process of recording is "...purely the creation of the statute law, and therefore [is] subject to such variety as to form, methods, etc. as to the legislative mind may seem best." Generally, as referenced in an opinion of this office dated January 20, 1982,

The General Assembly has...enacted several designated prerequisites to recordation. The principal authority for the recording officer to refuse recordation is § 30-5-30 which states that '[b]efore any deed or other instrument in writing can be recorded in this State', the enumerated statutory requirements must be fulfilled. These prerequisites, of course, include proof of execution, or compliance with the Uniform Recognition of Acknowledgments Act. Other prerequisites to recordation contained elsewhere are § 30-5-80 [auditor's endorsement], § 30-7-50 [execution and probate of assignments] and § 30-5-35 [requirement of a derivation clause, etc.]. With respect to these statutory requirements (and any other statutory requirements), there is no doubt that the recording officer is authorized and required to refuse recordation if the statutory requisites are not met.

As to the UETA, pursuant to Section 26-6-170, "(e)ach governmental agency of this State shall determine if, and the extent to which, it will create and retain electronic records and convert written records to electronic records."

In an opinion of the Texas Attorney General dated August 5, 2004, it was stated that

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Even though documents that result from electronic transactions are valid and enforceable between the parties [under the E-Sign Act<sup>1</sup> and the UETA], there is no broad agreement about whether those documents may be recorded in the various local land records offices in the several states. Laws and regulations in many states frequently limit a recordable document to one that is in writing or on paper. They may also require that the recorded document be an original document. Similar laws and regulations may require signatures to be in writing and acknowledgments to be signed. Being electronic and not on paper, being an electronic version of an original paper document, or having an electronic signature or acknowledgment instead of a handwritten one, an electronic document might not be recordable under the laws of these states....The NCCUSL<sup>2</sup> currently is drafting a Uniform Real Property Electronic Recording Act "to assist state and local government[s] in making a full transition to electronic media." The draft's prefatory note describes the UETA and the E-Sign Act as giving "legal effect to real estate transactions that are executed electronically and allow[ing] them to be enforced between the parties thereto."...Presumably, the new Uniform Real Property Electronic Recording Act, will, if adopted, further clarify a local recording officer's duties with respect to electronic transactions.

That opinion commented that the California Attorney General in an opinion had determined that a county recorder was not required to accept electronic documents which included electronic signatures. It was also noted that in 2001 the New York Attorney General had concluded that a county recording officer was not precluded from rejecting a filing which was submitted for recording that bore only an electronic signature.

The Texas Attorney General's opinion made reference to the "Uniform Real Property Electronic Recording Act", hereinafter "URPERA", which, according to the opinion, would clarify a recording officer's duties with respect to electronic transactions. The magazine *Texas Technology* in the August, 2005 edition also made reference to the URPERA stating that it was released in August, 2004 by the National Conference of Commissioners on Uniform State Laws. According to that article, the enactment of legislation based upon the URPERA would authorize electronic recording.

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<sup>1</sup>The E-Sign Act is the federal Electronic Signatures in Global and National Commerce Act (15 U.S. C. §§ 7001-7031).

<sup>2</sup>The NCCUSL is the National Conference of Commissioners on Uniform State Laws.

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Based upon the foregoing, it is my opinion that until the General Assembly enacts legislation specifically authorizing the execution and recording of deeds and mortgages by electronic means, such method of execution and recording is not recognized in this State.

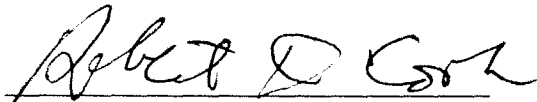
With kind regards, I am,

Sincerely,



Charles H. Richardson  
Senior Assistant Attorney General

REVIEWED AND APPROVED BY:



Robert D. Cook  
Assistant Deputy Attorney General