

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM HORRY COUNTY
Court of Common Pleas
The Honorable Larry B. Hyman, Judge

Case No: 2009-CP-26-12046

First American Title Insurance Company, Respondent

v.

Michele Paddy Refosco, Attorney at Law, Defendant
and

v.

Michele Paddy Refosco, Attorney at Law, Respondent

v.

AmeriSearches, LLC and Wade Schaffner, Appellants,

Appellate Case No: 2012-213001.

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SC Court of Appeals

RECORD ON APPEAL
VOLUME II

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INDEX

*VOLUME I (pp. 1-400)

**VOLUME II (pp. 401-625)

OFFICIAL RECORD PAGE
NOS - **BOTTOM RIGHT**

I. ORDERS

1. Order dated August 27, 2012
Re: Motion to Alter, Amend or Reconsider 1
2. Order dated April 16, 2012
Re: Motions for Summary Judgment 3

II. PLEADINGS

1. Summons and Complaint 28
2. Answer and Third Party Complaint 45
3. Answer to Third Party Complaint 67
4. Notice of Appeal 81

III. MOTIONS

1. Motion to Alter, Amend or Reconsider 116
2. Motion for Summary Judgment by AmeriSearches 190
3. Motion for Summary Judgment by Refosco 199

IV. TRANSCRIPT OF HEARINGS

1. Transcript of Motion hearings	207
A. September 7, 2011:	
Motions for Summary Judgment	207
(1) Motion & Arguments of AmeriSearches' Counsel	210
(2) Response, Motion & Arguments of Refosco's Counsel	218
(3) Reply of AmeriSearches' Counsel	224
(4) Response of Refosco's Counsel	227
(5) Reply of AmeriSearches' Counsel	231
(3) Ruling of the Court	235
B. August 13, 2012:	
Motion for Reconsideration by AmeriSearches	237
(1) Colloquy between the Court and Counsel	239
(2) Motion & Arguments of AmeriSearches' Counsel	240
(3) Colloquy with the Court & Response by Refosco's Counsel	242
(4) Colloquy with the Court & Response by AmeriSearches' Counsel	248
(5) Colloquy with the Court & Response by Refosco's Counsel	249
(6) Ruling of the Court	252

V. DEPOSITION TESTIMONY

1. Michele Paddy Refosco	
Taken February 9, 2011	256
A. Examination by AmeriSearches' Counsel	260
B. Examination by Refosco's Counsel	334
C. Examination by AmeriSearches' Counsel	338
D. Word Index	346
2. Wade Schaffner of AmeriSearches	
Taken February 9, 2011	351
A. Examination by Refosco's Counsel	355
B. Examination by AmeriSearches' Counsel	428
C. Examination by Refosco's Counsel	449
D. Examination by First American Title's Counsel	450
D. Word Index	462

V. EXHIBITS

1. <i>Re Deposition of Michele Paddy Refosco</i>	
(<i>#1 Supra</i>)	468
A. AmeriSearches 1: First American Policy 31723	468
Marked for identification	282
B. AmeriSearches 2: First American Policy 353025	472
Marked for identification	282
C. AmeriSearches 3: 1 pg from Register of Deeds re Mtg 419/934	479
Marked for identification	286
D. AmeriSearches 4: Photo of RoD index	480
Marked for identification	288
E. AmeriSearches 5: Closing instructions from First Federal	481
Marked for identification	289
F. AmeriSearches 6: Title order to search litigation files	488

Marked for identification	308
G. AmeriSearches 7: Title order, current owner update	489
Marked for identification	309
H. AmeriSearches 8: Deed, Ashton Dev. to RMB Homes	491
Marked for identification	319
I. AmeriSearches 9: Deed, Kelco LLC to RMB Homes	497
Marked for identification	320
J. AmeriSearches 10: Closing instructions from SCB&T	502
Marked for identification	322
K. AmeriSearches 11: Fax, RMB to Refosco, 6.13.07	509
Marked for identification	323
L. AmeriSearches 12: Fax, Refosco to Schaffner, 10.26..06	517
Marked for identification	325
M. AmeriSearches 13: Contract re Red Bluff Village	524
Marked for identification	325
N. Refosco 1: Title Order & Title Work	533
Marked for identification	335
 2. <i>Re Deposition of Wade Schaffner of AmeriSearches</i> <i>(#2 Supra)</i>	 351
A. Refosco 1: Title Order & Title Work	565
Marked for identification	375
B. Refosco 2: Title Order to search litigation files	602
Marked for identification	377
C. Refosco 3: Title Summary, Lot, Red Bluff	602
Marked for identification	388
D. Refosco 4: Title Summary, Lots, Cedar Woods	603
Marked for identification	402
E. Refosco 5: Photo of RoD Index	604
Marked for identification	408

F. Refosco 6: Mortgage, RMB Homes to SCB&T	605
Marked for identification	427

VI. OTHER

1. AmeriSearches' Proposed Order re Summary Judgment	613
--	-----

VII. CERTIFICATE OF COUNSEL 614

1 searched this title.

2 Q. All right. So are you -- I just want to make sure I
3 understand what you're saying. Are you saying you
4 searched the title before this request -- to search just for
5 these three lots, because it's clear Exhibit 1, page two, is
6 for these three lots, that's the subject of this action.

7 A. Correct.

8 Q. Right?

9 A. Correct.

10 Q. Are you saying you searched the title on those lots before
11 this request, which is Exhibit 1, page one?

12 A. It's very possible.

13 Q. Okay. And ...

14 A. I would have had to have searched it for the purchase.

15 Q. Would you have records related to that search?

16 A. Absolutely, I would have.

17 Q. Okay. Have you gotten those and provided them to Mr.
18 Hudson?

19 A. I -- with all this paperwork, I don't -- I do not know that --
20 that.

21 Q. Okay.

22 A. I would think we had it here somewhere.

23 Q. Because I'm not seeing a prior search, prior to this search
24 and request. That's why I'm still looking.

25 A. Yeah, I have no idea.

1 Q. All right. Do you have the abstract or the summary for
2 the search that was requested on September 10th, 2007?

3 A. That's what I'm not sure, I do not. If I do, I can't verify
4 this is it, because of the date. But if she ordered it on the
5 10th, without being able to verify that date, I don't know if
6 this is the search or not.

7 MR. HUDSON: Let's take a break and let me confer
8 with my ...

9 A. I thought that the original search ...

10 MR. HUDSON: ... associate, who says she's got just
11 a ...

12 A. ... what I turned into ...

13 Q. And sure, we can go off the record.

14 (A SHORT BREAK WAS TAKEN OFF THE RECORD)

15 EXAMINATION CONTINUED BY MR. MacDONALD:

16 Q. We're back on. I've handed the witness a document that is
17 the summary. It's a little better legible copy. It was
18 contained in the discovery responses from Mr. Hudson's
19 office. And so I wanted to see if he could identify the date
20 of the search on the document that I handed to him. I
21 think we've got three or four copies of that, for some
22 reason. Does that indicate -- the document that I provided
23 to you -- let's go ahead and mark that. What are we on?
24 Five? Four?

25 (DEFENDANT'S EXHIBIT 4, SUMMARY SHEET, WAS

MARKED)

1

2

Q. On Exhibit Number 4, does that document, Exhibit Number 4, indicate to you that the summary sheet which is Exhibit Number 4 is dated September the 6th, 2007?

3

4

5

A. It appears to be.

6

7

Q. Okay. Now, if you would compare Exhibit Number 4 to page two of Exhibit Number 1?

8

A. Okay.

9

Q. Do they appear to be identical?

10

A. Yeah.

11

Q. Okay. The information noted on them is identical, isn't it?

12

A. Uh-huh.

13

Q. Okay. All right. So does that solve our question, which was a legitimate question, of when you provided the search, or at least did the ...

14

15

16

A. Well, the day I provided it and the effective date are two different things.

17

18

Q. Okay. All right. Sorry. The effective date?

19

A. The effective date of the records of Horry County would have been 9/6 of '07.

20

21

Q. Okay. All right. So before I led us down this rabbit hole, can you explain to me if the recording date of the satisfaction is September 21st, 2007, why the satisfaction was not noted on your title summary?

22

23

24

A. Not properly indexed over at the courthouse.

25

1 Q. Okay.

2 A. Meaning that they're supposed to have associated
3 documents which go along with that mortgage, and when
4 that mortgage was viewed, the associated document or the
5 cancelation was not part of that mortgage. So when it was
6 turned in, Michele struck through, because she knew she
7 had put another mortgage on to pay that mortgage off. So
8 that's why she provided me with a satisfaction, because
9 she knew she had paid it off, she knew it was filed, she
10 knew the actual book and page. And that's why she sent it
11 to me, because the original satisfaction was more than
12 likely mis-indexed.

13 Q. Now, you did a lot of "she knows." Are you just making
14 an assumption, or did she tell you that, she being Michele?

15 A. Tell me what?

16 Q. That she knew that she had paid it off with another
17 mortgage, or are those just assumptions?

18 A. That is my assumption.

19 Q. Okay. All right. Now, let's go back. You were provided,
20 as page eleven of Exhibit 1 -- all right. You were
21 provided this piece of paper at some point, correct?

22 A. Yeah.

23 Q. Okay. And this -- does this Gateway sheet, does this
24 reflect the way that it is indexed in the courthouse? In
25 other words ...

1 A. No. There's no periods between R and M and B.

2 Q. All right. But that's what I'm asking you. All right. The
3 question is -- listen to my question. If you went to find
4 this satisfaction today by name, can you rely on the
5 Gateway to say that to find the satisfaction, you have to
6 put in RMB without the periods? Or do you still have to
7 go in and do it whichever way it comes up?

8 A. You're going to have to do it whichever way it comes up.

9 Q. Okay. So you're saying the Gateway sheet, which is
10 referenced as Exhibit Number 11, does not reflect the way
11 that the document is indexed in the county records when
12 you do your title search?

13 A. I can't confirm that.

14 Q. Okay. All right. So you said it was not indexed correctly.
15 Tell me what evidence you have to show that it was not
16 indexed correctly, or actually how it was indexed?

17 A. The only -- once again, it's an assumption. But I would
18 not set a mortgage out if it was properly satisfied at the
19 courthouse. So that, to me, means that it was -- the
20 satisfaction was not properly indexed. Because I just --
21 I'm not in the habit of setting out mortgages that are
22 satisfied.

23 Q. I understand that. But let me understand how this
24 happens, okay? You go, and you're doing the name
25 search. Do you do it deed and then mortgage, or do you

1 deeds, and mortgages, and liens all at one time?

2 A. No, you have to do it separately. You do deeds first as a
3 cross, and then as an indirect.

4 Q. Okay.

5 A. And then you do mortgages as a cross and indirect. It's ...

6 Q. Okay. I understand.

7 A. Yeah.

8 Q. All right. Then -- so when you go in, you do the -- let's
9 say you're doing the mortgages, and you do RMB Homes,
10 and let's just say you do R, period, M, period, B, period,
11 Homes. Do you have to put the LLC on it, or is that just
12 not necessary?

13 A. If you don't put the LLC up, it's going to put the LLCs
14 down at the bottom. It's just going to pull up, you know,
15 whatever you put in first, and it's going to throw
16 everything else to the bottom.

17 Q. Okay. All right. Now, when you pull it up -- I'm really
18 learning here. When you pull it up, and it brings up all the
19 mortgages, right, for -- that are indexed under RMB
20 Homes as the -- I always get this backwards -- mortgagor?

21 A. Uh-huh.

22 Q. Okay. All right. Now, do the satisfactions come up on
23 that screen, also?

24 A. They come up as -- they will, in some instances, if they're
25 properly indexed. They should.

- 1 Q. All right. Let's just make the assumption that it's
2 properly indexed. And this really is just ...
- 3 A. This really should be on its own index.
- 4 Q. Okay.
- 5 A. It should be, as a satisfaction.
- 6 Q. But what I'm -- and making sure I understand it. When
7 you put in R, period, M, period, B, period, there's a
8 satisfaction, right? It comes up. The mortgage and the
9 information, and then on a separate line, it comes up as the
10 satisfaction, as a separate entry, correct? Because it's
11 recorded at a separate page?
- 12 A. It is recorded at a separate page, but they put it with -- they
13 associate the document with the original mortgage.
- 14 Q. Okay.
- 15 A. So there should be -- when you click on the original
16 mortgage, it should come up like this, as an associated
17 document, so that you can see that it's been satisfied or
18 there's a release. But there should also be a separate index
19 showing the satisfaction on its own, as well.
- 20 Q. Okay. Just so I'm understanding it, and -- did we mark
21 this already?
- 22 MR. HUDSON: Yes.
- 23 COURT REPORTER: It is 4 of the ...
- 24 Q. All right. Let's just mark it in mine, too. Do you mind if I
25 steal this photo from you?

(DEFENDANT'S EXHIBIT 5, PHOTOGRAPH OF INDEX,
WAS MARKED)

Q. You were going through this and explaining it to me.

A. I was ...

Q. But Exhibit Number 5 is a picture that you took of the screen. Is that correct?

A. Correct.

Q. Now, where it has the book and page number, forty-eight forty-five, oh five three four, that line, are you indicating to me you could click on that, if it was a mortgage, and another screen would pop up that would show any attendant ...

A. Associated documents, correct.

Q. All right. Now, is the satisfaction ever denoted on the screen as its own particular document?

A. As I said, yes, it should be.

Q. Okay. All right.

A. But how they index it -- you know what I mean?

Q. Whether they index it under R, period, M, period, B, period, or RMB ...

A. Or R space, and or R without it, or REMCO, whoever prepared the document, however -- whoever reads it at the ROD indexes it however the heck they want to read it.

Q. Okay. All right. And that is known, pretty commonly known for title searchers, that that's the case?

1 A. Yes.

2 Q. Which is why you do the RM -- all the different ways you
3 do it?

4 A. Oh, yeah.

5 Q. Okay.

6 A. Oh, yeah.

7 Q. All right. Now, while we're here, Exhibit 5, I assume you
8 took this picture for the purpose of showing what was on
9 the screen when you put in a particular search?

10 A. When I looked at -- no, when I was looking at these
11 mortgages for this particular mortgage, that is the screen
12 that I am viewing, as I'm looking at it.

13 Q. All right. Now, let's go back a step. In order to pull this
14 screen up, you have to input a name?

15 A. Yeah. What you don't see over here is probably RMB
16 Homes on this side.

17 Q. Okay. So this isn't a picture of the entire screen. This is a
18 picture of what you could fit into the camera lens?

19 A. Right. Just a -- I mean, understand, RMB homes has over
20 six hundred indexes. So to get that whole screen on one,
21 that's impossible. I just tried to take a picture of where
22 this is mis-indexed.

23 Q. Now, you have a dark blue line, a line that's highlighted
24 with dark blue. That's what's actually on the screen ...

25 A. Yep.

1 Q. ... correct?

2 A. Uh-huh.

3 Q. Okay. And so you have to put in RMB, however it
4 requires for these mortgages to come up. This list of
5 mortgages that are shown by the picture come up on the
6 screen, correct?

7 A. Uh-huh.

8 Q. I need you to say yes or no.

9 A. Yes.

10 Q. Okay. Thank you. All right. Now, if you want to find out
11 more information about this mortgage, you can click on
12 this book and page number. Is that right?

13 A. Yes.

14 Q. Okay. And when you click on this book and page number,
15 what comes up?

16 A. The physical document.

17 Q. Okay. All right. Now, the highlighted blue line says --
18 and it says "Sev, S-E-V, lots Red Bluff Villages."

19 A. Red Bluff Village ...

20 Q. Village?

21 A. ... space, and then ...

22 Q. And then an S with the dots?

23 A. Right.

24 Q. And that means -- I'm assuming that would denote that
25 there is more description that could be determined, if you

1 click on the document?

2 A. If you click on the document, it will bring up the
3 document to be viewed, but it's not going to -- you're not
4 going to see the rest of -- you know, because that's just
5 Plant, T-I-O-N.

6 Q. Right.

7 A. Plantation, subdivision, spelled out. You know what I
8 mean? They're just spelling it out. But at that point in
9 time, that's all that we could see.

10 Q. Okay.

11 A. I mean, that's all that I could see.

12 Q. Now, let's say there -- and it was actually in this instance.
13 There are several different parcels that are subject to the
14 mortgage, right?

15 A. That's key, yes.

16 Q. That's key. Okay. And there were several different
17 parcels that are subject to the mortgage, and they could
18 never put them all on this line, correct?

19 A. This is not supposed to be there. If it's properly indexed,
20 it's supposed to say, "several parcels," and that's it.

21 Q. Okay.

22 A. It's not supposed to delineate Red Bluff Village. The
23 reason they delineated Red Bluff Village is because, if you
24 look at the mortgage that was prepared ...

25 Q. Right. Right.

- 1 A. ... it says, forty-six lots, Red Bluff Village ...
- 2 Q. Okay.
- 3 A. ... on the first page, and that's how they entered it.
- 4 Because it didn't say -- it says, Longs, South Carolina. It
- 5 didn't say, "and several lots, Cedar Woods." They just
- 6 took it right off the first page of the mortgage, and that's
- 7 how they indexed it.
- 8 Q. Okay. Now, isn't indexing actually the name, isn't that
- 9 what's required, that it be indexed under the name
- 10 properly? Isn't that what's required?
- 11 A. Required by who?
- 12 Q. Okay, by statute.
- 13 A. It's supposed to be.
- 14 Q. Okay.
- 15 A. It's required, but ...
- 16 Q. I understand, but listen to what I'm saying, okay? This is
- 17 the point I'm making, and I want to see if you agree or
- 18 disagree as a title searcher, okay? The statute requires that
- 19 it be indexed properly by name, right?
- 20 A. Correct.
- 21 Q. Does not discuss that it has to be indexed properly by a
- 22 property description. That's actually -- the property
- 23 description is for the benefit of the searcher, correct?
- 24 A. Correct.
- 25 Q. For them to try to narrow down the search, right?

1 A. Correct.

2 Q. But -- so but if you would have clicked on this forty-nine
3 nineteen at oh nine three four, the document would have
4 come up ...

5 A. Correct.

6 Q. ... correct? And then you would have been able to
7 determine what actual property was the subject of this
8 mortgage, correct?

9 A. Correct.

10 Q. Okay. And is it fair to say that you could -- when you did
11 your original search, you did not click on this line or this
12 mortgage and pull up and look at a document?

13 A. I said from day one I did not look at it.

14 Q. Okay. Okay. And your complaint, as I understand it, is
15 that for -- that the description of the property which is in
16 the right hand column did not disclose to you, as the title
17 searcher, Cedar Woods?

18 A. Yep.

19 Q. Something Cedar Woods. And that's what your complaint
20 is?

21 A. Yes, sir. Absolutely.

22 Q. Okay. Now, this is -- I just -- I learned from Henrietta
23 Golding, so I have to ask all my questions, okay? When
24 you're looking at the screen, does it list -- you see, you
25 have the distinct columns? You know, that's the mortgage

1 book and page, and then it looks like the date, and then it
2 looks like UCC versus mortgage, and then -- are those
3 items -- those columns defined at the top of the computer
4 screen?

5 A. No.

6 Q. Does that make sense? They're not?

7 A. No.

8 Q. Okay. All right. Now, is there any kind, to your
9 knowledge, any kind of notice or disclaimer that the Clerk
10 -- that the ROD provides with regard to relying on the
11 screen or the index on the screen? Do they say you can't
12 rely on it? You know, anything of that nature?

13 A. I provide the disclaimer on the bottom of my summary
14 form.

15 Q. Okay.

16 A. The ROD does not.

17 Q. Okay.

18 A. And you know, because they feel that they're doing
19 everything perfectly. But they don't -- they're not going to
20 say that, you know, they're subject to their indexing. But I
21 always -- right here, "All title searches are subject to the
22 records of Horry and Georgetown County being filed and
23 indexed correctly."

24 Q. Okay.

25 A. That's the first thing I always take exception to that,

1 because I can't -- you know, I can't -- they misspelled --
2 like today, I had a Barnes, B-A-R-N-E-S. A fairly simple
3 last name, right? No deed, no mortgage comes up. Now,
4 you tell me why. Well, because they forgot to put the E in
5 there. They just spelled it B-A-R-N-S.

6 Q. Okay.

7 A. Well, okay? That's an issue.

8 Q. Right.

9 A. Because here I am. I'm looking for a deed, and I'm
10 looking for a mortgage, and I find nothing. It is because
11 they can't spell the last name correctly. So I mean, I can
12 bring you a book this thick of the mis-indexings over
13 there. It's every day.

14 Q. All right. Now, let me ask you this. You -- I'm assuming
15 you pulled this screen for the purposes of evidencing what
16 the records showed?

17 A. I took ...

18 Q. Correct?

19 A. ... day that Jill called me and said, "Michele says we
20 missed a mortgage. Can you find out what's going on?" I
21 went right down to the ROD. I was provided the book and
22 page of the mortgage I missed, and I pulled it up, and I
23 was looking at it. And I said, "Well, there's why I missed
24 it. It says, several lots, Red Bluff Village," and I took a
25 picture.

- 1 Q. Okay. Now, to -- did you look it up by the book and
2 page, or did you look it up by putting the name in?
- 3 A. No, I went to RMB Homes, because I wanted to see how it
4 was indexed ...
- 5 Q. Okay.
- 6 A. ... under their name, whether it had the period, the no
7 period, the space. How was this particular one indexed?
- 8 Q. And tell me how it was indexed.
- 9 A. It's under R, space, M, space, B Homes. No periods.
- 10 Q. Okay. So no periods?
- 11 A. No periods.
- 12 Q. When you originally did the search in September of '07,
13 did you go through all of the iterations of RMB Homes,
14 the period, the space, the together?
- 15 A. When ...
- 16 Q. Would you have done it that way at that time?
- 17 A. I would have.
- 18 Q. Okay. And you feel confident that you did under all those
19 scenarios?
- 20 A. I feel confident because of how much everything was
21 going on with RMB, that I searched it every way, three
22 ways to Sunday.
- 23 Q. And so if you did that, right, if you did it under those
24 various scenarios, when you did R, space, M, space, B,
25 space, Homes, this screen would have come up which ...

1 A. Oh, it definitely came up.

2 Q. ... is shown by Exhibit 5?

3 A. There's no doubt about that it came up.

4 Q. Okay.

5 A. And like I said, because there's so many hundreds of
6 addresses from RMB, and because we're rushing this to
7 get done and moving forward so fast, I'm looking based
8 upon the ROD, thinking, you know, they had been doing a
9 good job at that point in time. If it would have said,
10 "several parcels," I would not have breezed right over it. I
11 would have -- you know, I would have clicked it. But I
12 did not click it. I did not look at it. I did look at this
13 screen, but I did not click on this and view the physical
14 mortgage.

15 Q. All right.

16 A. And I've never said I have.

17 Q. All right. And because you didn't click on it and open it,
18 you then did not know to note it on your summary sheet
19 for Ms. Refosco to review, correct?

20 A. That's correct.

21 Q. Okay. Now, I think I understood that when the mortgage
22 that has not been identified was recorded and placed on
23 the property, that you also did that title search for that?

24 A. I did.

25 Q. Okay. And did you have an independent recollection, at

- 1 the time you did the search in September of 2007, that
2 there was a mortgage on the properties in Cedar Woods?
- 3 A. No. My recollection was Red Bluff.
- 4 Q. Okay. And I just want to make sure, and I think this is
5 what I understand, is that when you were notified that,
6 "Hey, somebody said we missed a mortgage," you went
7 back, located the mortgage in the index and in the records.
8 Is that correct?
- 9 A. I did the due diligence ...
- 10 Q. Right. Sure.
- 11 A. ... to find out why I missed it.
- 12 Q. Sure. And then ...
- 13 A. Because if I missed it, it's -- you know, it's one of those
14 things. If I legitimately feel that I missed it, it's -- you
15 know, I'm not the one to say. It's my liability. I missed it.
- 16 Q. Right.
- 17 A. But I don't feel that was the case here. You know what I
18 mean? I definitely didn't click on it. I definitely didn't
19 look at it. But ...
- 20 Q. But you're blaming it on the ROD?
- 21 A. I'm blaming it on a lot of different things at this point, so
22 let's not narrow it down. But the reason is the ROD is just
23 -- the horrible indexing standards over there is the reason
24 we're here.
- 25 Q. Now, let's -- let me ask you this, and I have to ask you this

1 question. Do you place any blame on Ms. Refosco or
2 her office for the missed mortgage?

3 A. I feel that we both are responsible.

4 Q. Okay. And tell me why.

5 A. Because she prepared the mortgage that I missed. She
6 wrote an insurance policy that she had in her file three
7 months previous. I don't believe, as Dwight asked her, in
8 between the time of June and September, she did any other
9 things for REMCO, so that should have been the last file
10 she pulled. Meaning, "Oh, I just did something for them
11 three months ago. Let me pull this file and see what I did.
12 Oh, here's the mortgage I put on the record." Jill could
13 have found that. Anyone -- I feel we're both responsible.
14 That's my opinion, because she prepared the mortgage.
15 My people recorded the mortgage. We both had our hands
16 on that mortgage we missed. I feel ultimately we're both
17 responsible.

18 Q. Okay. And explain to me, you think that Michele's office
19 is responsible because they did a closing three months
20 earlier, right?

21 A. And prepared that mortgage that I missed. So if they
22 prepared that mortgage, they had the physical original in
23 their hands at their office. Now, I don't know where the
24 original mortgage goes to from there, but it gets returned
25 to them.

1 Q. Okay.

2 A. From there, in that file, if you're going to do a closing on
3 the same lots in the same subdivision, which is a
4 construction loan, I would think you would pull that file
5 and see everything that's in that file from three months
6 ago.

7 Q. Okay.

8 A. Now, I understand, because it was mis-indexed in her
9 office under Red Bluff Village, and because it was mis-
10 indexed under Red Bluff Village in the courthouse, that
11 she had a mis-indexing problem at her office, that she
12 didn't know it was Cedar Woods. And I -- they had mis-
13 indexing down there at the courthouse, and they didn't
14 know it was Cedar Woods. You know, it's -- I'm going to
15 take a hundred percent of the blame that I did not look at
16 it.

17 Q. Okay.

18 A. But I feel that there were other people out there that knew
19 this mortgage was there, and it's not like it was three years
20 ago. You're talking three months.

21 Q. Okay.

22 A. You know, when you put this mortgage on three months
23 ago, you know, all of a sudden we forgot about it? And
24 the guy who signed it forgot about it, that he just
25 mortgaged this property three months ago? How could he

1 forget that?

2 Q. Well, let me ask you this -- well, and I've seen it happen.
3 But let me ask you this.

4 A. Well, I understand you've seen it happen.

5 Q. Would you say that -- or let me ask you this. When you
6 do the title search, do you rely on your memory about the
7 previous search, or do you rely on the records?

8 A. No, I rely on the records one hundred percent.

9 Q. Okay.

10 A. If I rely on my memory, I wouldn't be able to remember
11 what I did yesterday.

12 Q. Okay. Did you have a direct discussion with Ms. Refosco
13 after it was determined that the mortgage had been
14 missed?

15 A. I'm sure we spoke about it.

16 Q. Okay. Tell me the general conversation.

17 A. The general conversation was, "Hey, Wade, how did you
18 miss it?" And, "Michele, I think it's mis-indexed. I didn't
19 look at it. How can we resolve it?" And we started work
20 to resolving it from the day that we both knew that it was
21 happening. I alerted my title insurance company right
22 away, because I was hoping they would just clear it up,
23 and wouldn't have to, you know, hurt Michele. Because,
24 you know, I understand. If I missed it, I missed it, you
25 know. But Dwight feels it was mis-indexed. Dwight --

1 you know what I mean? There's other people that feel
2 that the responsibility isn't necessarily all on me.

3 Q. All right. And I just want to correct something. You said
4 that you notified your title insurance company. I assume
5 you meant your liability insurance company?

6 A. I'm -- State Farm is who I had my E and O for. They -- I
7 notified them right away, Charles Stewart, the day
8 Michele told me, and then, you know, from there. Because
9 you know, we were just trying to get it taken care of.

10 Q. Now, when you went back and found the mortgage, and
11 clicked on it, and saw that it was there, did you ever
12 indicate to Ms. Refosco that you just didn't click on that
13 line, and that's why you didn't find it?

14 A. I told her that from the first day.

15 Q. Okay. All right.

16 A. I mean, it was mis-indexed, but I also -- I didn't -- because
17 there's four hundred documents to look at in that time
18 period, I didn't click on four hundred doc -- we don't view
19 every document. I'm just going to tell you that right now.

20 Q. Yeah.

21 A. We do not view every document.

22 Q. Now, when you don't view every document, I mean, that is
23 sort of at your own risk, correct?

24 A. One hundred percent.

25 Q. Okay. Now, let me ask you this. Do you consider just the

1 actual searching of the titles to be the practice of law?

2 A. Do I consider ...

3 Q. Yes.

4 A. ... the searching of a title to be considered a practice of
5 law?

6 Q. Yes.

7 MR. HUDSON: Object to the form of the question.

8 Q. And this is just your personal opinion. This is not ...

9 MR. HUDSON: You can answer.

10 Q. ... a legal opinion.

11 A. I don't know how to answer that.

12 Q. Okay.

13 A. I would have to do more research to give you an answer
14 on that.

15 Q. All right. If it was, then you'd probably be out of business,
16 right?

17 A. No. I would do what I have to do to -- I mean, I've always
18 been in the mortgage and the abstracting business, since I
19 was a child. I know there's a demand for abstracting here
20 in Horry County, and I probably would have gone through
21 the paralegal training or needed to do whatever I needed to
22 do to get the necessary licensing and requirements to
23 provide title insurance.

24 Q. Did Ms. Refosco supervise this title search request to you?

25 A. I would say from the -- she was supervising it from before

1 she sent it to me. Based upon the note, she knew before
2 I got it. I mean, she knew what was going on with it. And
3 I would have to say that a lot of my attorneys, Michele
4 included, do a little bit of -- a little groundwork before
5 they send it to me. They're somewhat aware, because the
6 buyer said, "Hey, I got a payoff," or, you know, "I have a
7 tax lien." They're somewhat aware, before I turn it in, of
8 what to look for.

9 Q. Okay. Why don't we just take a couple minute break. I
10 think I might be about done.

11 (A SHORT BREAK WAS TAKEN OFF THE RECORD)

12 EXAMINATION CONTINUED BY MR. MacDONALD:

13 Q. Exhibit -- whatever my exhibit is that's that screen, okay?
14 Exhibit ...

15 COURT REPORTER: 5.

16 Q. ... 5. The screen, okay? We're going to say Exhibit 5.

17 MR. HUDSON: That thing's not high definition, is
18 it?

19 Q. I just -- I want to understand. I just want to make sure that
20 I'm clear. When you click on the line that you've got
21 highlighted there, I think you indicated it goes directly to
22 the document?

23 A. Yeah.

24 Q. It does not go to a secondary screen any more?

25 A. No, it goes right to the document.

1 Q. Now, that ...

2 A. It pulls up the screen, correct.

3 Q. Okay. Now, was that the way that it was in 2007, or has
4 that changed since 2007?

5 A. It has always been the same. When you click on it, the
6 original document comes up.

7 Q. Okay.

8 A. That's the way we print our mortgages and print our deeds
9 is, we see it there, we double click on it, and it comes up,
10 and we hit the print button.

11 Q. But I guess my understanding was that at one point, you
12 would click on the line, and then it would come up with
13 the full description line, and then you would go to the
14 document?

15 A. No.

16 Q. That's not the case?

17 A. No.

18 Q. Okay.

19 A. No.

20 Q. Okay. So in no instance would you be able to get the full
21 description as it is actually typed out, as shown on the
22 screen in Exhibit Number 5?

23 A. In -- with the new monitors that they brought in now, like
24 last year, there is a way to expand the full screen. So you
25 can get this to go the whole way across the monitor.

1 Q. Right.

2 A. Before, when they first came in, and they had the old
3 monitors from the AS400 and stuff, that was not an option.
4 We couldn't even print this screen. That's why I had to
5 take a picture of it.

6 Q. Right.

7 A. We could print the index. I mean, I don't to bring this to
8 you. I could actually print it, so you could see all the
9 deeds indexed, and we could never do that before. So
10 we've been working with them, you know, as they
11 installed the new system. But you know, it ...

12 Q. And just so I'm -- what I'm trying to determine is that if --
13 that -- well, now you could go and see what is actually
14 included where the dots are?

15 A. If you just do the search today, when you walk in there,
16 you put in RMB Homes, you're going to see the same
17 thing as this.

18 Q. Okay.

19 A. You're going to have to physically go to the front of the
20 computer to readjust the pixilation of the monitor, to get
21 the rest of that to come out.

22 Q. Okay.

23 A. A lot people in Horry County, they don't real -- they're not
24 computer geniuses. They don't know how to make that
25 expand bigger. But it is possible now, and you can do it,

1 yes.

2 Q. Okay.

3 A. Meaning, if you expanded that, you would see the whole
4 index.

5 Q. Okay.

6 A. Yes.

7 Q. All right. I'll tell you what might be helpful -- I know you
8 want to kill me for pulling that out of order.

9 A. You know, I can't say, if I expanded that, if it would say,
10 "and several lots, Cedar Woods." You know what I mean?

11 Q. Yeah.

12 A. I don't know if the screen would allow that. But on the
13 Gateway, as Michele pulled, it clearly showed it. You
14 know what I mean? But I don't search off the Gateway.

15 Q. What I thought we should do is mark as 6.

16 (DEFENDANT'S EXHIBIT 6, MORTGAGE, WAS MARKED)

17 Q. Exhibit 6 is the actual mortgage at -- that is recorded at
18 mortgage book four nineteen at page nine thirty-four.

19 A. Correct.

20 Q. All right. And this would be the document that would
21 come up, if you clicked on the highlighted line on Exhibit
22 5?

23 A. Correct. And if you read it from the first page, even if you
24 didn't go -- let's say we just read the first page of the
25 mortgage, because you didn't want to do all twenty-one

1 pages. It doesn't say anything about Cedar Woods here.

2 Q. Okay. Now, a lot of them actually will only list that
3 property address, right? Your mortgages?

4 A. They will either list the property address, or they'll put in
5 the tax map number. Some will do a lot differently, but
6 it's always within the first two to three pages. They
7 distinguish the tax map number, the physical address, or
8 forty-six lots in Red Bluff Village. Nothing about Cedar
9 Woods there.

10 Q. But in doing the title search, if you look -- if you click on
11 the document, and you open it up, you are look -- you're
12 not looking for what's noted on the first page. You're
13 looking for ...

14 A. You're looking for the legal description. That's it.

15 Q. ... the legal description, correct?

16 A. That's right.

17 MR. MacDONALD: Okay. That's all I've got. I
18 don't know if Cliff's got any.

19 MR. MOORE: No questions.

20 EXAMINATION BY MR. HUDSON:

21 Q. Okay. Let me just ask a couple here. You've heard that
22 before, huh? Okay. There we go. All right. I'm not sure
23 what exhibits these are, but ...

24 A. I don't think we've marked them yet.

25 Q. Did we mark ...

1 MR. MacDONALD: That page is in there about

2 twenty times.

3 Q. Okay. Well ...

4 A. But the readable one.

5 Q. The readable one says 9/6 ...

6 MR. MacDONALD: We did.

7 A. Okay.

8 Q. You got it? What is it? What number?

9 MS. REFOSCO: That's the one where eighty-three
10 was in (INAUDIBLE) transaction.

11 MR. MacDONALD: (INAUDIBLE)

12 Q. This is the one with the ...

13 MR. MacDONALD: Did we not mark that?

14 MS. REFOSCO: I don't believe we did.

15 MR. MacDONALD: We'll let the court reporter ...

16 Q. Here's one you can read. Here you go.

17 MR. MacDONALD: I thought we marked one that
18 was legible. I don't know. Nobody talk. Oh, there it is.
19 Exhibit 4.

20 Q. Is that it? Is that a legible? I think it is. Okay. Wade,
21 Defendant's Exhibit Number 4, the title notes that we've
22 talked about, and now we've found a legible copy, and we
23 think this is the one dated 9/6/07. Now all of a sudden that
24 9 is clear, but that '07 is not. Okay. But anyway, the
25 magic -- I'm going to call it magic marker, heavily

1 indented or black, "mortgage SAT at four eighty-eight
 2 fifty-two slash twenty-one eighty-seven," who would have
 3 entered that, if you know?
 4 A. I'm sorry?
 5 Q. Who would have entered that on your notes?
 6 A. That's Michele's writing.
 7 Q. Okay. So it wasn't you?
 8 A. No, no, no, no, no. Not at all.
 9 Q. All right. What you put on here on Exhibit 4 was the
 10 Coastal Federal mortgage?
 11 A. I -- yes.
 12 Q. Okay. And I believe your testimony was that you think
 13 the satisfaction was mis-indexed?
 14 A. Correct, and wasn't associated with that mortgage at that
 15 time.
 16 Q. Now, there is a satisfaction. Can you put your hands on
 17 that?
 18 A. Yeah.
 19 MR. MacDONALD: It's in the title stuff.
 20 A. It's in ...
 21 MR. MacDONALD: Exhibit 1.
 22 A. Yeah. He's right. What is it, page ten?
 23 MR. MacDONALD: It might be eleven. I'm sorry.
 24 Q. It's eleven, I believe.
 25 MR. MacDONALD: No, it's ...

1 A. It's eleven.

2 MR. MacDONALD: But the actual satisfaction is ...

3 Q. Oh, the actual satisfaction.

4 A. Index. Oh, the actual mortgage, three. Three. Oh, sorry.
5 Four. I'm sorry. Okay.

6 Q. Okay. We got page four, which is apparently a page
7 eleven -- forty -- on mortgage forty-two at forty-six.

8 A. No, it's actually up here, Dwight.

9 Q. What is this?

10 A. That's the original mortgage book and page.

11 Q. Okay.

12 A. And the satisfaction book and page is up here. It's four
13 eight five two at two one eight seven.

14 Q. Okay. All right.

15 MR. MOORE: And did we just write on the exhibit?

16 Q. He just kind of circled on it, yeah.

17 A. I just circled.

18 Q. Don't be writing on it, yeah.

19 A. I'm a rookie, man.

20 Q. Yeah, that's all right. Well, a circle's okay. That really
21 kind of helps out. Let the record reflect there's a circle on
22 the data there, which we needed. And up at the top, it
23 says, "canceled of record, Valerie B. Skipper," who's the
24 RMC lady over there at the ROD. I can't read that date at
25 the top. Can you read that?

- 1 A. It looks like it says 2/21/07.
- 2 Q. All right. Okay. Now, how about this? Where is this?
- 3 This looks like the original -- or a copy of the original
- 4 satisfaction by some folks at the bank. Is that right?
- 5 A. The ...
- 6 Q. Is that the way it appears in the records?
- 7 A. Yep. The bank stamps it satisfied, and this is the actual
- 8 document that's over at the courthouse.
- 9 Q. All right. So you're saying that would be indexed
- 10 separately?
- 11 A. It's supposed to set on its own. It's also supposed to be
- 12 associated with the mortgage it's satisfying.
- 13 Q. Right.
- 14 A. Meaning, if I click on four two four six at one one two
- 15 five, this should be an associated document with that
- 16 mortgage, meaning I would click on the associated
- 17 document, seeing that it was satisfied.
- 18 Q. Okay. All right. So who does this? How does this get ...
- 19 A. The bank does this, meaning ...
- 20 Q. And then they send it to the clerk?
- 21 A. Yes. I ...
- 22 Q. Or send it to the lawyer?
- 23 A. Send it to the lawyer, and the lawyer ...
- 24 Q. And the lawyer sends ...
- 25 A. ... sends the satisfaction down.

- 1 Q. So this most probably would have been sent to Ms.
2 Refosco, and she would have sent it over to Valerie
3 Skipper or at the RMC?
- 4 A. Or she would have couriered it down through my
5 company to record it, if ...
- 6 Q. All right.
- 7 A. If -- yes, if that's the process.
- 8 Q. All right. And when that actually happened is this date up
9 here in February?
- 10 A. Correct.
- 11 Q. All right. But in your notes in September, you have this
12 Coastal Federal mortgage ...
- 13 A. I do.
- 14 Q. ... listed, because something wasn't indexed correctly?
- 15 A. Correct.
- 16 Q. What didn't come up, if you can remember what didn't pop
17 up?
- 18 A. I cannot remember, because it was three and a half years
19 ago. But like, I would venture to say that this document,
20 the satisfaction, was not properly associated with the
21 mortgage, and therefore I didn't pick it up.
- 22 Q. Got you.
- 23 A. And because, you know, it's not associated correctly, who
24 knows how they could have had this indexed at the time?
25 To look at a thousand satisfactions is something I didn't ...

- 1 Q. Okay.
- 2 A. It's not feasible.
- 3 Q. But in your reporting the Coastal Federal mortgage from
- 4 '05, a million two ninety-five seven fifty, the original
- 5 principal amount, I reckon, you set that out.
- 6 A. I did.
- 7 Q. And apparently Ms. Refosco ...
- 8 A. She clarified ...
- 9 Q. ... had the information ...
- 10 A. ... that it was satisfied.
- 11 Q. ... that it was satisfied, and there's the book and page
- 12 number?
- 13 A. Correct. So she corrected my mistake.
- 14 Q. All right. But no question but what you reported on this,
- 15 this title notes or the Exhibit 4, is a big substantial
- 16 mortgage on the property?
- 17 A. Anything over a million dollars, I would consider
- 18 substantial, for sure.
- 19 Q. Right. Okay.
- 20 MR. MacDONALD: Dwight has higher standards.
- 21 It's got to be a lot more than that.
- 22 Q. I used to hope for just a million dollars. And you have
- 23 read verbatim your statement at the bottom of your title
- 24 notes?
- 25 A. I stand -- firmly stand by that.

- 1 Q. All right.
- 2 A. Because it is a nightmare in Horry County.
- 3 Q. All right. And I'm going to take -- this is a legible copy
- 4 here, see -- for the record, it says, "All title searches are
- 5 subject to the records of Horry and Georgetown Counties
- 6 being filed and indexed correctly. Searches are subject to
- 7 any rollback taxes issued. I hereby certify that the
- 8 information on this search is correct as of the effective
- 9 time and date stated above," and that -- is that your
- 10 signature?
- 11 A. It is my signature.
- 12 Q. Okay. This mortgage that we've talked about being on --
- 13 what's this number?
- 14 A. Four. It's right here. Four nine one nine ...
- 15 Q. Okay, but I'm talking about the exhibit.
- 16 MR. MacDONALD: It's Exhibit 4 or 5. 4 to your
- 17 deposition, 5 to my deposition.
- 18 Q. Okay. Exhibit 5 in yours? Okay. Defendant's, Third
- 19 Party Plaintiff's Exhibit Number 5, the mortgage that's
- 20 referred to, that you have testified that you just went by
- 21 the index here, "several lots Red Bluff Village," and did
- 22 not open, that mortgage is the one marked as Defendant's
- 23 Exhibit ...
- 24 A. 6.
- 25 Q. ... Number 6.

- 1 A. Correct.
- 2 Q. And I think this is a copy of it?
- 3 A. It is.
- 4 Q. Okay. And on the front, page one up there, it states,
- 5 "Forty-six lots in Red Bluff Village."
- 6 A. In Red Bluff Subdivision. Red Bluff Village.
- 7 Q. Okay. It doesn't mention Cedar Woods ...
- 8 A. No.
- 9 Q. ... at all?
- 10 A. It doesn't.
- 11 Q. All right. Who prepared this mortgage, to your
- 12 knowledge?
- 13 A. Michele. Or, I'm sorry, maybe Jill. I don't know who
- 14 prepares the mortgages. I'm not going to ...
- 15 Q. Ms. Refosco's office?
- 16 A. Correct.
- 17 Q. Whoever had the task, but it came out of their office. Is
- 18 that correct?
- 19 A. I'm assuming so.
- 20 Q. All right.
- 21 A. I mean, I have -- all I can do for that assumption is
- 22 because I see who witnesses, and ...
- 23 Q. That was going to be my next ...
- 24 A. ... who the signature is.
- 25 Q. Do you ...

- 1 A. Jill as witness, and Michele as witness.
- 2 Q. Okay. I was going to ask you, on page seven of eight, on
- 3 the mortgage, it does have signatures. Do you recognize
- 4 the witness signatures?
- 5 A. Yes. That's Jill Sowers, who is Michele's assistant.
- 6 Q. All right. And ...
- 7 A. That's Michele's signature.
- 8 Q. ... the other witness?
- 9 A. That's Michele's signature.
- 10 Q. Right. And this is on the mortgage itself?
- 11 A. This is on the mortgage that I missed, correct.
- 12 Q. Witnessing the signature of ...
- 13 A. Of Mr. Remillard as the acting managing member.
- 14 Q. All right.
- 15 A. And there is her attorney's sworn affidavit, and ..
- 16 Q. On page eight of eight.
- 17 A. ... notary.
- 18 Q. Page eight of eight, you just said there's an -- it's notarized
- 19 by ...
- 20 A. Jill Sowers.
- 21 Q. ... Ms. Sowers?
- 22 A. Correct.
- 23 Q. And the notary is ...
- 24 A. Michele.
- 25 Q. ... Ms. Refosco? That -- it is. Okay. All right. So the

- 1 description that we have here is the additional collateral?
- 2 A. Uh-huh.
- 3 Q. And the only place that it's mentioned anywhere as
- 4 additional collateral is in the description ...
- 5 A. In the legal description.
- 6 Q. ... in the mortgage? Nowhere else in the mortgage is the
- 7 additional collateral or Cedar Woods subdivision ...
- 8 A. It's not identified outside of the last page.
- 9 Q. Right. Okay. Okay. Now, when you go -- you took these
- 10 photographs here of the index, and this index, again, is
- 11 what? R ...
- 12 A. RMB.
- 13 Q. Homes.
- 14 A. Like I said, I can't tell if it's with or without the space,
- 15 because I see three different indexes here. This one
- 16 doesn't have a space. One does have a space. One has the
- 17 periods. I mean, I don't know which way it was indexed.
- 18 Q. Okay. When you were searching this, and you mentioned
- 19 that RMB Homes has a lot of entries ...
- 20 A. Uh-huh.
- 21 Q. ... has a lot of indexes or -- did you open the one that's
- 22 designated as Lot 38, Myrtle Grove Plantation?
- 23 A. No. No. I didn't open any of them.
- 24 Q. That was going to be my next question.
- 25 A. I'm sorry.

1 Q. Did you open any of these others on here?

2 A. No. No.

3 Q. Why not?

4 A. Because they aren't -- they weren't specific -- I was
5 looking for Cedar Woods. In my mind, I'm searching
6 Cedar Woods. Nothing that had to do with Red Bluff
7 Village or Myrtle Grove Plantation, or Myrtle Grove
8 Plantation. Because there are six hundred indexes, and
9 they have mortgages on six hundred different properties.
10 I'm taking the Register of Deeds' word for it that they have
11 it indexed properly, and I get -- I'm going -- I don't -- it's
12 just one of those things, where sometimes there's too many
13 documents to look at, and it's just not feasible to look at
14 every single document, to make sure that the -- everybody
15 has done the correct thing.

16 Q. Okay. Clearly, some folks are heavily involved in real
17 estate, and had a lot of transactions?

18 A. Yeah.

19 Q. And would there be enough time in the normal processing
20 of a title examination and reporting back to the banks, the
21 lawyer, everybody else, to open every conveyance out or
22 mortgage in some of the bigger players in the game?

23 A. Honestly, Dwight, it's nowhere near feasible.

24 Q. Okay.

25 A. It just -- it just isn't feasible, with the developers like that,

1 that have so many things.

2 Q. Other than relying on the indexes being somewhat
3 accurate, or at least not misleading by the RMC office ...

4 MR. MOORE: Objection to the form.

5 Q. ... how else would you solve or prevent this problem that
6 we're here today about?

7 A. In the future, going forward?

8 Q. In the past or the future. How would you prevent this
9 from -- how could this be preventable?

10 A. There is no way to prevent a mis-indexing. The only way
11 to prevent a mis-indexing is have -- I mean, I don't know
12 how to prevent a mis-indexing, because it's human error.
13 Humans are fallible. No one is perfect.

14 Q. Okay. All right. Any other ...

15 A. There are humans entering -- there's humans entering this
16 information. It's not computer given, so you know, like I
17 said, the lady forgets the E after the N, and it creates a
18 mess. And I look like I missed a mortgage, when it was
19 just somebody put it in wrong.

20 Q. Well, let me ask you this, and I -- in my questions to Ms.
21 Refosco earlier, I referred to like master lists.

22 A. Uh-huh.

23 Q. Or base titles, or I'm not sure what all the lingo would be,
24 for some of the bigger players, so you wouldn't have to go
25 back and open every document for these folks that have

1 literally hundreds and hundreds of conveyances.

2 A. Absolutely.

3 Q. Is it not standard, or wouldn't it be good standard
4 procedure to have a record ...

5 A. It's ...

6 Q. ... of the past transactions of these bigger players?

7 MR. MacDONALD: I'm going to object to the form,
8 but you can answer the question.

9 A. Yeah.

10 Q. Okay. Do you, as a title checker, or does Ms. Refosco, to
11 your knowledge, as a lawyer, have that type of records
12 available?

13 A. For certain developers ...

14 MR. MacDONALD: I'm going to object to the form,
15 but you can answer.

16 A. For certain developers, I do. Like Centex Homes, Beazer
17 Homes, certain things like that. For RMB at that time, I
18 did not.

19 Q. Okay.

20 A. I can't recall, at that time, having it.

21 Q. Does ...

22 A. Now, while I had been checking them, she asked me to go
23 back to a certain deed and come forward. So I'm
24 responsible to look at literally everything, and that's ...

25 Q. Do you recall doing any title work for any other lawyers,

1 for RMB, other than Ms. Refosco?

2 A. Yeah, just recently.

3 Q. Okay. Who was that?

4 A. Alex Hyman.

5 Q. Okay. So that was a resale?

6 A. I don't know what they were doing. I just -- it took me
7 almost three weeks, and I billed them over three thousand
8 dollars, because there were so many judgments and so
9 many different things, and they were doing ten different
10 lots. It wasn't -- it had nothing to do with Red Bluff
11 Village or Cedar Woods, though. It was Northwoods
12 Park, as Michele has seen that one before with Citizens
13 and Farmers and Mr. -- yeah, we know all about them,
14 don't we, Michele? And unfortunately, that's why I got --
15 had to do that, because I'm the only one that had the shit
16 on it, besides Michele. Oh, yeah. You know Palmetto
17 Paralegal, don't you? Yeah. Sorry.

18 Q. Okay. So what you're saying is, or at least -- I guess what
19 I should say, prior to this particular subject mortgage that
20 we're here today about, do you know of any other lawyers
21 that had you check titles in this ...

22 A. Oh, no. No.

23 Q. ... in this subdivision?

24 A. No, I wouldn't -- I don't think anybody was -- mostly,
25 developers stick with one person.

1 Q. Right.

2 A. They don't bounce around. So I did not search it for Jim
3 Murray, because he wouldn't pay me enough to search it.

4 Q. Okay. All right. Let me see here. Have you ever spoken
5 with anybody in the Clerk's office about this indexing?

6 A. The day that that happened.

7 Q. Who did you speak with, and give me the conversation?

8 A. Nancy is who I spoke with, and basically the conversation
9 was, "This is supposed to be indexed as several parcels,
10 not several lots."

11 Q. That's what the Clerk's employee said?

12 A. That's what I told her.

13 Q. Right. Okay.

14 A. Okay. Because if it says several parcels ...

15 Q. Right.

16 A. ... instead of delineating several lots in a certain
17 subdivision, I would have clicked on it, and I would have
18 looked at it.

19 Q. All right.

20 A. If it said two parcels, or even if it would have just said
21 several lots, without anything else on it, I would have
22 clicked on it, and I would have looked at it.

23 Q. What's the Clerk -- what was the -- Nancy?

24 A. Yeah.

25 Q. What was Nancy's response?

1 A. Nancy's response was to fill out the mis-indexing form,
2 which we give to them, and then they fix it.

3 Q. Was that done?

4 A. I have no idea. I filled out the form. I don't ...

5 Q. Okay.

6 A. I mean, she may have looked at it, and maybe or may have
7 not considered it a mis-index. I don't know. Because at
8 the time, there's no way to tell if the end, "several lots at
9 Cedar Woods," was on there. I can't verify that. I just
10 went to her and said, "When I look at this, it doesn't tell
11 me that there's any other lots here besides Red Bluff
12 Village."

13 Q. And that's all you can get to, and that's all you can see, is
14 what's in this picture?

15 A. At that time, that's all I could get to.

16 Q. Okay. All right. Was this -- that technical situation with
17 the indexes and the computers there at the RMC, or DO
18 whatever it is, was that known to Ms. Refosco, to your
19 knowledge? Well, you just -- you just could only get to
20 what you can see on the screen? You couldn't go ...

21 A. As far as this particular search?

22 Q. Yes.

23 A. I don't think I ...

24 MR. MOORE: Object to the form.

25 A. ... have ever hidden the fact that I thought it was mis-

1 indexed, and I didn't see the rest. I mean, I ...

2 Q. Right.

3 A. I've always told her, and steadfastly ...

4 Q. Yeah.

5 A. ... believed that it's mis-indexed.

6 Q. But it's your testimony that you couldn't -- you couldn't
7 really view any more of the description?

8 A. At that point, when I searched the title in 2007 of
9 September, there was no way to see farther than what I
10 saw there ...

11 Q. That's what I was trying ...

12 A. ... period. There was no other way.

13 Q. Okay. All right.

14 A. Outside of clicking on the document. Sorry.

15 Q. Okay. When would you -- on Exhibit 4, Defendant's
16 Exhibit 4, when would you have first seen this magic
17 marker mortgage satisfaction at book and page number by,
18 you said, Ms. Refosco?

19 A. I would have never seen this. When I turned it in, I turned
20 it in with this mortgage open. She did this on her own,
21 and -- you know what I mean? Unless I updated it from
22 that point forward, I would have never have seen that. She
23 would have done that after I turned this in. Meaning, I
24 turned it in with this mortgage ...

25 Q. And didn't call you after the fact ...

1 A. Well, she may have called me to get a copy of the
2 satisfaction, which is what's here. But she wouldn't have -
3 - you know what I mean? She wouldn't have done this
4 right in front of me or anything. She would have just went
5 back through the records, noticed that I set this mortgage
6 out which was satisfied, and she wrote the book and page
7 down to show me where it was satisfied, so I can get a
8 copy to provide to her.

9 Q. Based on your knowledge of these transactions in
10 February, and June, and September, what funds, to the
11 best of your knowledge, would have been used to pay off
12 this Coastal Federal mortgage? Would it have been the
13 June transaction?

14 MR. MOORE: I'm going to object to the form. He
15 has no way of knowing that.

16 A. I have no way to know that. Yeah. I don't --
17 unfortunately, I don't. I don't have any way to answer that
18 question, because this satisfaction was filed 2/21 of '07,
19 which is seven months previous to the mortgage I missed
20 being on record. So Michele wouldn't have -- the
21 mortgage she put on record wasn't to pay this loan off.
22 Meaning, the mortgage I missed did not pay this loan off.

23 Q. Okay. So this one that was satisfied ...

24 A. This one was satisfied prior -- seven months prior to me
25 missing the mortgage that she put on the record.

1 Q. Okay. All right. I had it wrong then. So it was satisfied

2 ...

3 A. It was satisfied ...

4 Q. ... in February?

5 A. ... seven months prior to when I searched this title here
6 that I missed.

7 Q. So it would have been in December of '06?

8 A. Well, no. This satisfaction was filed in February of '07. I
9 searched this title in 9 of '07.

10 Q. Right.

11 A. So the mortgage that's in question was not executed or put
12 on record until the 24th of September.

13 Q. Okay. But this satisfaction here, the 14th ...

14 A. This satisfaction here was done seven months prior to this
15 right -- prior to the mortgage.

16 Q. And it says December of '06. Okay. All right.

17 A. Yeah. That's the day that the bank stamped it.

18 Q. Right.

19 A. But that doesn't mean it's the date it gets filed at the
20 courthouse. It takes three months to get to the courthouse.

21 Q. Okay. All right. Okay.

22 MR. MacDONALD: Not any more, because
23 nobody's paying off any mortgages.

24 A. It's about four months now.

25 Q. When did you first see this mortgage satisfaction

1 designation or notation on your title notes?

2 A. This morning. I mean, I can't recollect when I would have
3 ever seen it. I mean, I -- until I saw it this morning. That
4 was the first time. I thought, what -- because it makes it
5 look like I missed something else, screwed up here. You
6 know, and that's why I was confused this morning.

7 Q. Well, I think this date that's up at the top not being able to
8 be read caused some confusion. But these are documents
9 that apparently everybody had, and this is -- it was among
10 the documents that everybody had, and apparently, you
11 know, we had it before. I was just wondering when you
12 first would have seen that.

13 A. I don't know when I first would have seen this.

14 Q. Okay. On Exhibit 4?

15 A. Correct.

16 Q. Okay. But you don't remember any specific conversations
17 about, hey -- with Ms. Refosco, "Hey, that mortgage was
18 satisfied a while ago"?

19 A. A lot of times, it's a simple phone call. She'll call and say,
20 "Hey, they're telling me this mortgage is satisfied. Can
21 you confirm that for me?" And I'll just go in, and I'll say,
22 "Oh, yes it is, but it's the -- it's not properly done," or, "No,
23 it's not." You know, a lot of times -- you know, if I set
24 that out, what she does is, she calls for a payoff. And then
25 the bank says, "There's no payoff. It's been satisfied this

1 book and page." And you know -- but that's a better way
2 to do it than not set the mortgage out. You know, because
3 if you don't set the mortgage out, you're here doing
4 depositions all damn day.

5 MR. HUDSON: Okay. Okay. I think that's all I
6 have. I appreciate it.

7 EXAMINATION BY MR. MacDONALD:

8 Q. And a couple of short ones. The grid -- the grid that you
9 did for the title searches, do you still have those?

10 A. I am more than positive somewhere, in archives, in my
11 shed. Because I know I've got 2005, '06, and '07 all in the
12 sheds, and I've got -- I've got them everywhere. I've just
13 got to find them.

14 Q. If we decided we wanted to take a look at those, what's the
15 best way to request those? By date of search, or by party?

16 A. Yeah, it's going to be by the month.

17 Q. Okay.

18 A. You know, because when we get back into the '06 and '05,
19 we've done everything by January, February, March,
20 April, May. So what we would do is, we'd go back and
21 say, okay, this search was done in September. Let's find
22 me all your grids that were done in September of '07, and
23 they're normally dated by -- I have them, you know, one,
24 two, three, not like twenty-four and -- I have them all day
25 by day, so it should be within the first week of September,

1 in that file. It shouldn't be hard to locate.

2 Q. Okay. Now, on the grid, do you list all of the names that
3 you do the search by?

4 A. Uh-huh. Yeah.

5 Q. Okay. And the reason why I'm asking that, if you look on
6 your title summary sheet, whichever one you want to look
7 at, you have R, period, M, period, B Homes, LLC ...

8 A. Right.

9 Q. ... as the title that it's vested in?

10 A. Correct.

11 Q. And you take that from the deed?

12 A. From the deed directly, yes.

13 Q. But on your title grid, you would -- if you did -- if you
14 looked at REMCO, if you looked at R, dash, M, dash, B,
15 that would be listed on the grid?

16 A. It all has it's own line.

17 Q. Okay.

18 A. Yeah. It's all on its own line.

19 MR. MacDONALD: Okay. That's all I've got.

20 EXAMINATION BY MR. MOORE:

21 Q. Earlier in your testimony, you indicated that the Register
22 of Deeds keeps records other than computer records.

23 A. Uh-huh.

24 Q. So if you went in, and you wanted to look at mortgages,
25 you could find a mortgagor index?

- 1 A. You could find a mortgagor index. There are books
2 over there, correct.
- 3 Q. A book, and it's called mortgagor index?
- 4 A. Or mortgagee. It's a -- actually, they call it cross or direct.
- 5 Q. Okay.
- 6 A. Direct would be mortgagor. Cross would be a mortgagee.
- 7 Q. All right. Any other index ...
- 8 MR. HUDSON: There's other stuff there.
- 9 Q. Any other indexes that are maintained by the Register of
10 Deeds office that you can look at for mortgages?
- 11 A. Every one. Oh, just mortgages?
- 12 Q. Yeah.
- 13 A. No, just the direct and cross books.
- 14 Q. And that would be by mortgagor name or by mortgagee
15 name?
- 16 A. Correct...
- 17 Q. Now, on this sheet that we've been referring to as Exhibit
18 Number 5, there's other columns of information. I only
19 see a couple here. I'm assuming that you also have the
20 mortgagor and mortgagee?
- 21 A. They do not list the mortgagee on here. When we search,
22 we can choose to list -- search by mortgagor, search by
23 mortgagee. We don't search by the bank. We search by
24 the person who took the mortgage out. So I have selected
25 in my breakdown to search for just mortgagor, not

1 mortgagee.

2 Q. All right. But you have -- there's a title here, and I guess
3 that first column on Exhibit Number 5 is a book and page
4 number?

5 A. That's actually the second column. The first column,
6 which you don't see, is a list of the names. It will say
7 RMB Homes, R dot M dot B. You know, they'll list all
8 the names going straight down the left-hand column, then
9 the book and page, then the date of recording, then the
10 type of document, then the short legal description.

11 Q. All right. But there's no index other than this for, say, the
12 book and page? There's no book and page index?

13 A. If you knew the book and page, you can type that in
14 directly and go to it. But unless you know the book and
15 page ...

16 Q. But there's no physical index for books and pages. There's
17 just the mortgagor and the mortgagee, or the direct and
18 indirect index?

19 A. There's a book and a computer.

20 Q. Okay.

21 A. That you can -- mortgagee and mortgagor.

22 Q. What about, is there an index by date, a physical hard
23 index by date of mortgages in Horry County?

24 A. It would be -- each mortgagor book, they're so big, they're
25 done by year. So if you wanted to find what mortgages

1 were -- mortgages where people took the mortgage out
2 in 2007, you can pull that one book, and you can look it
3 up.

4 Q. No, I'm not talking about books. I'm talking about
5 indexes. There's a direct and an indirect index?

6 A. Right.

7 Q. Is there also a date index?

8 A. You can -- you mean you can put a date to search forward
9 from that date?

10 Q. No, I'm looking for a hard -- an index, just like you have
11 the direct and indirect index. Is there a date index?

12 A. No. There's no way to search specifically by date. Now,
13 you can lower your parameters. Meaning, you can search
14 from one day to one day. I mean, I can search RMB
15 Homes from 3/30 of 2007 through 7/30 of 2007. I can
16 specify those dates.

17 Q. On the computer?

18 A. Yes. I can specify dates.

19 Q. But there's no physical index by date?

20 A. No.

21 Q. This last column that's on here has property descriptions.

22 A. Short legal.

23 Q. Short legal.

24 A. Is what they call it.

25 Q. Okay. Is there a short legal index?

1 A. No. No.

2 Q. Okay. So the only two -- when you talk about indexing,
3 really the only two indexes we have are a direct and an
4 indirect index?

5 A. Correct. A direct and a cross.

6 Q. Do you always use the property description that appears
7 on the computer screen? That's the sole thing that you
8 look at on all your title abstracts? You never pull the
9 mortgage and look at the property description?

10 A. Oh, I'll -- I mean, I pull the -- if it's on there, I click it, and
11 I read it, and I abstract it. You know what I mean? But I
12 don't -- say I do a John Smith tomorrow, and there's six
13 hundred mortgages. Well, I'm not going to click on every
14 six hundred mortgages. I'm just looking for the ones that
15 are particular to my property. Now, if they don't specify
16 here, or they say several parcels, or they don't specify the
17 property, then I click on it. But if they specify the
18 property, that to me means that they have -- the Register of
19 Deeds has looked through it. They know that there's only
20 these lots that are contained on that.

21 Q. So you rely on the Register of Deeds description on here?

22 A. Ninety percent of the time, yeah.

23 Q. Is that an acceptable practice?

24 A. That is what is the standard at Horry County courthouse.
25 So as far as Horry County, I would say that is the standard

1 practice, yes.

2 Q. And how do you know that that's the standard in Horry
3 County?

4 A. Because I'm there every day with every searcher, and there
5 is not one person looking at every deed.

6 Q. Is there some published standard of abstracting titles ...

7 A. I don't ...

8 Q. Let me finish my question. Is there some standard for
9 abstracting titles in Horry County?

10 A. As far as a standards, I -- not that I'm aware of.

11 Q. Is there some risk involved in relying on these property
12 descriptions that's listed?

13 A. Obviously, there is.

14 Q. And you understand what that risk is?

15 A. Obviously, I do.

16 Q. And when you perform a title examination, you
17 understand what that risk is when you rely on that
18 description?

19 A. Absolutely I do.

20 Q. And what's the risk?

21 A. The risk is losing my business and going out of business,
22 because I missed something. That's the biggest risk in the
23 world.

24 Q. And if you rely on this property description that's here,
25 and it's incorrect, whose fault is that?

1 A. That would ...

2 MR. HUDSON: Object to the form of the question.

3 A. Yeah. If it's incorrect here, it's the ROD's fault. And that's
4 why I take exception to it in my -- on my summary form.
5 If they can't put it in right, I can't find it. They mis-index
6 it in the books, too. Don't think it's just mis-indexed in the
7 computer. If it's not done right in here, it's not right in the
8 book, either. I'm not going to find it in the book.

9 Q. You would have found it, if you'd have looked it up on
10 this, wouldn't you?

11 A. It depends, because ...

12 Q. If you would -- if you would have ...

13 A. ... if they only had several lots, Red Bluff Village in the
14 book, I wouldn't have looked at it again.

15 Q. If you would have pulled the mortgage that has been
16 identified as Defendant's Exhibit Number 6 to your
17 deposition, and you would have read that mortgage, you
18 would have seen all the property that was included on that
19 mortgage?

20 A. If I would have clicked on it, if I would have read it ...

21 Q. Answer my question, then you can explain.

22 A. I'm answering your question.

23 MR. HUDSON: Well ...

24 A. You don't have to be short with me. The answer is, if I
25 would have read it from beginning to end, yes, I would

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have.

MR. MOORE: No further questions.

(THE DEPOSITION CONCLUDED AT 2:58 P.M.)

(DEFENDANT'S EXHIBIT 1 HAD BEEN MARKED
DURING MS. REFOSCO'S DEPOSITION; ORIGINAL
EXHIBIT INCLUDED IN MS. REFOSCO'S TRANSCRIPT,
WITH COPY PROVIDED FOR THIS RECORD)

1 STATE OF SOUTH CAROLINA)

2 COUNTY OF HORRY) CERTIFICATE

3
4 I, Sarah B. Fry, a Notary Public in and for the State
5 of South Carolina, do hereby certify that the foregoing
6 proceedings were taken by me and thereafter transcribed by me;
7 that the 107 pages contain a full, true, and correct transcription
8 of all the proceedings; that I am not of kin to any parties to this
9 cause of action, nor am I interested in its outcome.

10 IN WITNESS WHEREOF, I have hereunto set my
11 hand and seal this 28th day of February, 2011.

12
13
14
15 SARAH B. FRY

16 My commission expires 7/15/2020
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ERRATA SHEET FOR WADE SCHAFFNER**PAGE LINE# CORRECTION**

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Wade Schaffner Date

SIGNATURE PAGE FOR WADE SCHAFFNER

I do hereby affirm that this transcript reflects a true and accurate representation of the testimony given by me, subject to any corrections noted therein, if any there be.

I (have _____) (have not _____) made corrections on the errata sheet provided.

Wade Schaffner

Date

Advantage Court Reporting of Myrtle Beach

7201 Enterprise Road
Myrtle Beach, SC 29588
843-650-6263
March 1, 2011

J. Dwight Hudson, Esquire
Hudson Law Office
1203 48th Avenue North
Myrtle Beach, SC 29577

In Re: First American v. Refosco 09-CP-26-12046

Dear Mr. Hudson,

Please find enclosed the transcript of the deposition taken of Wade Schaffner in the above-referenced case on February 9, 2011, who requested to read and sign the transcript.

Immediately following this letter you will find two pages, which consist of the original signature page and errata sheet. Please have Mr. Schaffner read, review, complete the signature page and errata sheet, and return them to me at your very earliest convenience in the enclosed self-addressed envelope.

Should the pages not be returned, this letter shall serve in lieu of the signature page and errata sheet.

Kind regards,

Sarah B. Fry

cc: Daniel MacDonald, Esquire (via original and copy)
Cliff Moore, Esquire (via copy)

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hugr(1) 90.13 90.15 90.15	22(24) 13.2 13.6 13.9 18.3	hugr(24) 13.2 13.6 13.9 18.3	22(24) 13.2 13.6 13.9 18.3	hugr(24) 13.2 13.6 13.9 18.3	22(24) 13.2 13.6 13.9 18.3	hugr(24) 13.2 13.6 13.9 18.3	22(24) 13.2 13.6 13.9 18.3
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hugr(1) 90.13 90.15 90.15	22(26) 13.2 13.6 13.9 18.3	hugr(26) 13.2 13.6 13.9 18.3	22(26) 13.2 13.6 13.9 18.3	hugr(26) 13.2 13.6 13.9 18.3	22(26) 13.2 13.6 13.9 18.3	hugr(26) 13.2 13.6 13.9 18.3	22(26) 13.2 13.6 13.9 18.3
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SCHAFFNER DEP 29.11.DOCX

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SCHAFFNER DEP 2.9.11.DOCX

Word	Page:Line	Word	Page:Line	Word	Page:Line	Word	Page:Line
acc(4) 81.34 83.3 90.3 94.17		accumbent(19) 11 33.25 44.8 44.11 50.11 50.17 52.3 53.4		accumbent(1) 82.7		accumbent(140) 10.10 17.34 20.11 23.15 25.5 36.17 30.12	
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SCHAFFNER DEP 2.9.11.DOCX

Page:Line	Page:Line	Page:Line
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understand(1) 66.24	understand(1) 102.10	understand(1) 102.10
understand(1) 29.16 33.8 82.19	understand(1) 102.10	understand(1) 102.10
understand(1) 31.25 31.25	understand(1) 102.10	understand(1) 102.10
understand(1) 47.4 94.23	understand(1) 102.10	understand(1) 102.10
understand(1) 46.3 47.20	understand(1) 102.10	understand(1) 102.10
understand(1) 13.3 13.7 41.25 46.16 50.13 52.3 52.5 94.9	understand(1) 102.10	understand(1) 102.10
understand(1) 45.1 49.13	understand(1) 102.10	understand(1) 102.10
understand(1) 10.13 14.7 64.2	understand(1) 102.10	understand(1) 102.10
understand(1) 35.11 40.20 100.9	understand(1) 102.10	understand(1) 102.10
understand(1) 111.14	understand(1) 102.10	understand(1) 102.10
understand(1) 67.13 72.18 72.21 72.22 95.7	understand(1) 102.10	understand(1) 102.10
understand(1) 54.4 41.3	understand(1) 102.10	understand(1) 102.10
understand(1) 39.12	understand(1) 102.10	understand(1) 102.10
understand(1) 24.19 29.19	understand(1) 102.10	understand(1) 102.10
understand(1) 79.7 60.19 60.20 61.22 61.23 62.1 63.24 70.9 70.10 78.8 83.21 86.5 86.6 89.7 92.11 94.12 106.13	understand(1) 102.10	understand(1) 102.10
understand(1) 60.18	understand(1) 102.10	understand(1) 102.10
understand(1) 37.4	understand(1) 102.10	understand(1) 102.10
understand(1) 16.7	understand(1) 102.10	understand(1) 102.10
understand(1) 19.6 42.14	understand(1) 102.10	understand(1) 102.10
understand(1) 1.7 1.16 1.19 3.3 5.1 6.14 23.18 25.18 25.22 25.22 71.17 79.20 109.1 109.23 110.1 110.10 111.17	understand(1) 102.10	understand(1) 102.10
understand(1) 11.7 21.14	understand(1) 102.10	understand(1) 102.10
understand(1) 13.8	understand(1) 102.10	understand(1) 102.10
understand(1) 4.10	understand(1) 102.10	understand(1) 102.10
understand(1) 76.15	understand(1) 102.10	understand(1) 102.10
understand(1) 6.18 33.23	understand(1) 102.10	understand(1) 102.10
understand(1) 5.5 8.7 10.7 20.5 25.15 28.22 30.18 34.5 34.5 34.24 35.24 31.2 38.23 60.10 62.17 64.4 72.3 74.19 74.19 77.8 77.23 100.6	understand(1) 102.10	understand(1) 102.10
understand(1) 11.24 12.11 32.19 66.3 99.14 100.24 102.25	understand(1) 102.10	understand(1) 102.10
understand(1) 6.7 30.19	understand(1) 102.10	understand(1) 102.10
understand(1) 41.18	understand(1) 102.10	understand(1) 102.10
understand(1) 27.7 33.21 80.7 80.14 81.14 92.10 96.21	understand(1) 102.10	understand(1) 102.10
understand(1) 19.13 20.2 20.5 20.24 31.14 31.14 31.14 33.16 33.19 34.12 34.12 40.9 40.15 41.16 46.24 46.25 47.19 47.20 54.24 53.7 53.8 53.10 66.16 66.21 75.3 75.8 75.24 75.25 82.6 88.17 90.13 90.10 94.8 95.9 95.12 98.15 98.16 98.17 99.1 99.13 100.11	understand(1) 102.10	understand(1) 102.10
understand(1) 7.21 7.23 7.23 14.12 21.4 22.13 25.17 25.20	understand(1) 102.10	understand(1) 102.10
understand(1) 25.19	understand(1) 102.10	understand(1) 102.10
understand(1) 25.5 33.13 33.17 33.18 34.11 35.7 39.2 66.22	understand(1) 102.10	understand(1) 102.10
understand(1) 40.4 99.20	understand(1) 102.10	understand(1) 102.10
understand(1) 21.17 27.20 38.15 79.15	understand(1) 102.10	understand(1) 102.10
understand(1) 6.12 12.12 28.13 32.3 36.4 37.2 37.5 43.19 52.16 59.7 67.6 68.24 69.13 69.16 74.16 70.6 92.20	understand(1) 102.10	understand(1) 102.10
understand(1) 25.7 27.10 27.19 52.21 76.10 78.34 79.21 79.22 83.12 99.19 101.17	understand(1) 102.10	understand(1) 102.10
understand(1) 19.11 99.25	understand(1) 102.10	understand(1) 102.10
understand(1) 16.2	understand(1) 102.10	understand(1) 102.10
understand(1) 24.1 92.7	understand(1) 102.10	understand(1) 102.10
understand(1) 11.18 12.12 14.7 18.10 19.10 21.15 22.16 23.14 25.20 34.21 35.6 36.17 40.20 43.8 47.9 49.9 50.15 52.16 57.19 63.4 65.7 65.23 71.3 71.2 71.4 76.13 79.3 81.20 80.20 94.19 96.1 97.8 98.7 104.13 106.23	understand(1) 102.10	understand(1) 102.10
understand(1) 13.5 13.12 33.7 35.19 39.22 55.7 65.21 66.3 68.6 72.10 83.20 94.10 94.4 100.24	understand(1) 102.10	understand(1) 102.10
understand(1) 10.15 15.25 16.8 17.25 27.21 31.24 38.23 40.4 45.11 45.20 47.2 47.13 48.13 54.19 54.70 58.3 61.16 64.5 70.18 72.9 88.18 92.6 92.8 92.9 99.22 100.1 100.6	understand(1) 102.10	understand(1) 102.10
understand(1) 89.4	understand(1) 102.10	understand(1) 102.10
understand(1) 6.3 6.17 6.31 7.12 11.24 12.24 13.14 14.21 18.4 19.8 19.1 19.19 20.25 21.3 22.1 23.18 25.7 25.24 30.12 32.14 27.19 28.7 28.13 30.19 31.10 32.9 34.3 35.15 36.11 37.24 37.24 37.25 38.24 39.18 41.7 42.11 42.12 42.20 43.12 44.1 44.7 45.8 46.5 46.8 47.24 49.4 50.21 50.21 51.3 52.3 52.12 53.12 54.15 55.3 55.15 57.6 58.18 59.8 59.13 59.18 60.15 61.7 62.16 63.7 63.19 65.15 68.3 68.17 69.11 71.14 72.1 73.17 74.2 74.8 76.12 76.13 77.7 77.10 77.14 77.15 78.23 79.8 80.9 80.22 81.9 83.16 83.16 84.14 84.11 90.23 92.6 92.18 92.18 93.11 93.12 93.23 93.25 94.20 95.9 95.11 95.21 96.3 96.10 98.4 98.24 99.20 102.22 102.25 103.23 104.11 104.24 105.14 105.17	understand(1) 102.10	understand(1) 102.10
understand(1) 26.3 26.15 40.5 43.16 47.19 59.24 62.9 62.10 63.20 78.12 83.13 83.23 94.14 94.2 99.14 105.20	understand(1) 102.10	understand(1) 102.10
understand(1) 6.7 17.14 25.7 38.11 54.15 73.21 74.13 94.18 understand(1) 23.20	understand(1) 102.10	understand(1) 102.10

FATIC-930
Schedule A
ALTA Homeowner's Policy of Title Insurance (10-17-98)

Gross Premium:
Simultaneous
Other Policy:
RI Amt:

\$ 3,892.50
EML353Q25

RESIDENTIAL || NEW HOME SALE || RESALE || FORECLOSURE ||

FIRST AMERICAN TITLE INSURANCE COMPANY
(Eagle Protection Owner's Policy)
SCHEDULE A

Issuing Office File No.: 3225-02-07

Policy No.: FA-EOS315723

Date of Policy: June 14, 2007 at 02:26 PM
(or the date and time of the recording of the instrument vesting
insured title, whichever is later)

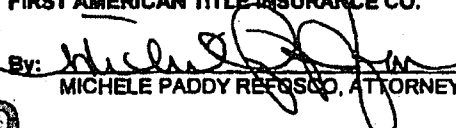
Coverage Amount: \$ 2,012,500.00

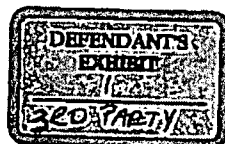
Deductible Amounts and Maximum Dollar Limits of Liability
For Covered Risk 14, 15, 16 and 18:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14 (Subdivision Law Violation):	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15 (Building Permit):	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16 (Zoning):	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18 (Encroachment of Boundary Walls or Fences):	1% of Policy Amount or \$2,500.00 (whichever is less)	\$ 5,000.00
Street Address of the Land:	48 lots - Red Bluff Village Longs, South Carolina 29568	

1. Name of Insured:
RMB Homes, LLC
2. Your interest in the land covered by this Policy is:
Fee Simple
3. The land referred to in this policy is described as follows:
See attached Exhibit "A" for Legal Description

FIRST AMERICAN TITLE INSURANCE CO.

By: 
MICHELE PADDY REFSCO, ATTORNEY



(RMB-8-RED BLUFF 48 LOTS.PFD/3225-02-07/38)

FIRST AMERICAN TITLE INSURANCE COMPANY
(Eagle Protection Owner's Policy)
SCHEDULE B
EXCEPTIONS

Issuing Office File No.: 3225-02-07

Policy No.: FA-EOS315723

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Policy Date, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously, under water.
3. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
4. Taxes and assessments for the year 2007 and subsequent years.
5. The insured mortgage and assignments thereof, if any, are described as follows:
Mortgage from RMB Homes, LLC to South Carolina Bank and Trust, dated June 13, 2007, filed for record on June 14, 2007 at 02:26 PM in Horry County Register of Deeds in Mortgage Book 4919 at page 934, in the principal sum of \$1,940,700.00.
6. The rights of control lying in the South Carolina Coastal Council as provided in Title 48, Chapter 39 (Coastal Tideland and Wet Lands Act) of the South Carolina Code of Laws, 1976, as amended. (Owner's Policy Only)
7. Right of the State of South Carolina as to accretions occurring after 09/28/1978, as provided in Title 48, Chapter 39 (Coastal Tideland and Wet Lands Act) of the South Carolina Code of Laws, 1976, as amended. (Owner's Policy Only)
8. Subject to interests created by, or limitations on use imposed by, the Federal Coastal Zone Management Act or other federal law or by Title 48, Chapter 39 (Coastal Tideland and Wet Lands Act) of the South Carolina Code of Laws, 1978, as amended, or any regulations promulgated pursuant to either said federal or state laws.
9. Acreage, Measurements, Wetlands Delineation, Easements, Rights-of-Way, Setbacks, Open Spaces, Flood Zones, all as shown on plat prepared for Ashton Development, LLC, by ETS-Engineering and Technical Services, Inc., dated 05/10/2008, and recorded 08/03/2008, in Plat Book 216 at Page 13 and 13A, in the Office of the Register of Deeds for Horry County.
10. Rights-of-Way, Measurements, all as shown on plat prepared for Harold Wayne Stanley by Jones/Godfrey & Associates, dated 08/08/2004, and recorded 11/12/2004, in Plat Book 201 at Page 29, in the Office of the Register of Deeds for Horry County.
11. Restrictive covenants appearing of record in the Office of the Register of Deeds for Horry County in Deed Book 3145, Page 0353, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(RMB-B-RED BLUFF 48 LOTS.PFD/3225-02-07/38)

FATIC-931 (Rev. 10-17-88)
Schedule B
ALTA Homeowner's Policy of Title Insurance (10-17-88)

FIRST AMERICAN TITLE INSURANCE COMPANY
(Eagle Protection Owner's Policy)
SCHEDULE B
(Continued)

Issuing Office File No.: 3225-02-07

Policy No.: FA-EOS315723

11. Memorandum of Bulk Telecommunications Services between Ashton Development, LLC, and Horry Telephone Cooperative Inc. by instrument recorded 02/02/2007, in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 3219, page 38.
12. Easement granted to Horry Electric Cooperative Inc. by instrument recorded 02/02/2007, in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 3219, page 34.

(RMB-B-RED BLUFF 48 LOTS.PFD/3225-02-07/38)

FIRST AMERICAN TITLE INSURANCE COMPANY

EXHIBIT A

Issuing Office File No.: 3225-02-07

Commitment: 3225-02-07
Policy No.: FA-EOS315723

LEGAL DESCRIPTION:

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being in the Todd Swamp Section, Simpson Creek Township, Horry County, South Carolina, being shown and designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 110, 111, 112, 113, and 114 on a Final Subdivision Plat of Red Bluff Village prepared by ETS-Engineering And Technical Services, Inc., dated 05/10/2006 and recorded 08/03/2006 in the office of the Horry County Register of Deeds in Plat Book 216 at page 13-A, reference to which is craved for a more particular description of the metes and bounds.

DERIVATION: These being a portion of the property conveyed to Ashton Development, LLC, by Deed of 805 Polo Partners, LLC, dated 08/29/2005 and recorded 08/30/2005 in Deed Book 2967 at page 1434.

AND AS ADDITIONAL COLLATERAL:

All those certain pieces, parcels, or lots of land situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lots 9, 12, 35, 36, 39, and 40 on a Plat of Cedar Woods Subdivision East prepared for Kelco, L.L.C., by Blanton Land Surveying, Inc., dated 03/31/2005 and recorded 08/30/2005 in the office of the Horry County Register of Deeds in Plat Book 207 at page 146, reference to which is craved for a more complete description of the metes and bounds.

DERIVATION: These being a portion of the property conveyed to the Mortgagor by Deed of Kelco, LLC, dated 08/30/2005 and recorded 10/05/2005 in Deed Book 2988 at page 0141.

3225-02-07

FATC-938
Schedule A
ALTA Loan Policy-Form 1 (10/17/82)
Eagle Protection Added (2/16/87)

Gross Premium:
Simultaneous
Other Policy:
RI Amt:

75.00
EQ8315723

RESIDENTIAL ☐ NEW HOME SALE ☐ RESALE ☐
2nd MORTGAGE ☐ REFINANCE ☐ OTHER ☐

FIRST AMERICAN TITLE INSURANCE COMPANY
(Eagle Protection Loan Policy)
SCHEDULE A

Issuing Office File No.: 3225-02-07

Policy No.: FA-EML353025

Date of Policy: 06/14/07 at 02:26 PM

Amount of Insurance: 1,940,700.00

Street Address of the Land: 46 lots - Red Bluff Village
Longs, South Carolina 29568

1. Name of Insured:
South Carolina Bank and Trust, its successors and/or assigns as their respective interests may appear.
2. The estate or interest in the land which is encumbered by the Insured mortgage is:
Fee Simple
3. Title to the estate or interest in the land is vested in:
RMB Homes, LLC
4. The Insured mortgage and assignments thereof, if any, are described as follows:
Mortgage from RMB Homes, LLC to South Carolina Bank and Trust, dated June 13, 2007, filed for record on June 14, 2007 at 02:26 PM in Horry County Register of Deeds in Mortgage Book 4919 at page 934, in the principal sum of \$1,940,700.00.
5. The land referred to in this policy is described as follows:
See attached Exhibit "A" for Legal Description

FIRST AMERICAN TITLE INSURANCE CO.

By: 

MICHELE PADDY REFOSCO, ATTORNEY



(RMB-B-RED BLUFF 46 LOTS.PFD/3225-02-07/38)

FIRST AMERICAN TITLE INSURANCE COMPANY

EXHIBIT A

Issuing Office File No.: 3225-02-07

Commitment: 3225-02-07
Policy No.: FA-EML353025

LEGAL DESCRIPTION:

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being in the Todd Swamp Section, Simpson Creek Township, Horry County, South Carolina, being shown and designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 110, 111, 112, 113, and 114 on a Final Subdivision Plat of Red Bluff Village prepared by ETS-Engineering And Technical Services, Inc., dated 05/10/2008 and recorded 08/03/2008 in the office of the Horry County Register of Deeds in Plat Book 218 at page 13-A, reference to which is craved for a more particular description of the metes and bounds.

DERIVATION: These being a portion of the property conveyed to Ashton Development, LLC, by Deed of 805 Polo Partners, LLC, dated 08/29/2005 and recorded 08/30/2005 in Deed Book 2967 at page 1434.

AND AS ADDITIONAL COLLATERAL:

All those certain pieces, parcels, or lots of land situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lots 9, 12, 35, 36, 39, and 40 on a Plat of Cedar Woods Subdivision East prepared for Kelco, L.L.C., by Blanton Land Surveying, Inc., dated 03/31/2005 and recorded 08/30/2005 in the office of the Horry County Register of Deeds in Plat Book 207 at page 148, reference to which is craved for a more complete description of the metes and bounds.

DERIVATION: These being a portion of the property conveyed to the Mortgagor by Deed of Kelco, LLC, dated 08/30/2005 and recorded 10/05/2005 in Deed Book 2989 at page 0141.

FATC-836
Schedule B Part I
ALTA Loan Policy-Form (10/17/92)
Eagle Protection Added (2/10/97)

FIRST AMERICAN TITLE INSURANCE COMPANY

(Eagle Protection Loan Policy)

SCHEDULE B

PART I

Issuing Office File No.: 3225-02-07

Policy No.: FA-EML353025

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes and assessments for the year 2007 and subsequent years, not yet due and payable.
2. The rights of control lying in the South Carolina Coastal Council as provided in Title 48, Chapter 39 (Coastal Tidelands and Wet Lands Act) of the South Carolina Code of Laws, 1976, as amended. (Owner's Policy Only)
3. Right of the State of South Carolina as to accretions occurring after 08/28/1978, as provided in Title 48, Chapter 39 (Coastal Tidelands and Wet Lands Act) of the South Carolina Code of Laws, 1976, as amended. (Owner's Policy Only)
4. Subject to interests created by, or limitations on use imposed by, the Federal Coastal Zone Management Act or other federal law or by Title 48, Chapter 39 (Coastal Tidelands and Wet Lands Act) of the South Carolina Code of Laws, 1976, as amended, or any regulations promulgated pursuant to either said federal or state laws.
5. Acreage, Measurements, Wetlands Delineation, Easements, Rights-of-Way, Setbacks, Open Spaces, Flood Zones, all as shown on plat prepared for Ashton Development, LLC, by ETS-Engineering and Technical Services, Inc., dated 05/10/2008, and recorded 08/03/2008, in Plat Book 218 at Page 13 and 13A, in the Office of the Register of Deeds for Horry County.
6. Rights-of-Way, Measurements, all as shown on plat prepared for Harold Wayne Stanley by Jones/Godfrey & Associates, dated 08/09/2004, and recorded 11/12/2004, in Plat Book 201 at Page 29, in the Office of the Register of Deeds for Horry County.
7. Restrictive covenants appearing of record in the Office of the Register of Deeds for Horry County in Deed Book 3145, Page 0363, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), but this policy insures that a violation thereof will not cause a forfeiture of title. (NOTE: ABOVE AFFIRMATIVE COVERAGE APPLIES TO LOAN POLICY ONLY.)
8. Memorandum of Bulk Telecommunications Services between Ashton Development, LLC, and Horry Telephone Cooperative Inc. by Instrument recorded 02/02/2007, in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 3219, page 36.
9. Easement granted to Horry Electric Cooperative Inc. by Instrument recorded 02/02/2007, in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 3218, page 34.

(RMB-B-RED BLUFF 46 LOTS.PFD/3225-02-07/36)

FATC-638
Schedule B Part II
ALTA Loan Policy-Form (10/17/82)
Eagle Protection Added (2/10/87)

FIRST AMERICAN TITLE INSURANCE COMPANY

(Eagle Protection Loan Policy)

SCHEDULE B

PART II

Issuing Office File No.: 3225-02-07

Policy No.: FA-EML353025

In addition to the matters set forth in Part I of this Schedule B, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

NONE

(RMB-B-RED BLUFF 48 LOTS.PFD/3225-02-07/38)

**PLANNED UNIT DEVELOPMENT
ENDORSEMENT
ISSUED BY**

FIRST AMERICAN TITLE INSURANCE COMPANY

Issuing Office File No.: 3225-02-07

Attached to Policy No.: FA-EML353025

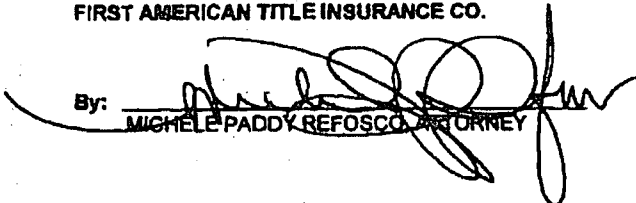
The Company insures the Insured against loss or damage sustained by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the land, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
2. The priority of any lien for charges and assessments at Date of Policy in favor of any association of homeowners which are provided for in any document referred to in Schedule B over the lien of any insured mortgage identified in Schedule A.
3. The enforced removal of any existing structure on the land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
4. The failure of title by reason of a right of first refusal to purchase the land which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding unless signed by either a duly authorized officer or agent of the Company.

FIRST AMERICAN TITLE INSURANCE CO.

By: 

MICHELE PADDY REFOSCO, ATTORNEY

(RMB-B-RED BLUFF 48 LOTS.PFD/3225-02-07/38)

**ENVIRONMENTAL PROTECTION LIEN
ENDORSEMENT
ISSUED BY**

FIRST AMERICAN TITLE INSURANCE COMPANY

Issuing Office File No.: 3225-02-07

Attached to Policy No.: FA-EML353025

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

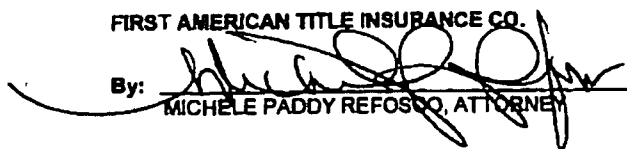
The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- (a) any environmental protection lien which, at date of policy, is recorded in those records established under state statutes at date of policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at date of policy, except environmental protection liens provided for by the following state statutes:
NONE

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding unless signed by either a duly authorized officer or agent of the Company.

FIRST AMERICAN TITLE INSURANCE CO.

By: 

MICHELE PADDY REFOSCO, ATTORNEY

(RMB-B-RED BLUFF 46 LOTS.PFD/3225-02-07/38)

**RESTRICTIONS, ENCROACHMENTS AND MINERALS
ENDORSEMENT
ISSUED BY**

FIRST AMERICAN TITLE INSURANCE COMPANY

Issuing Office File No.: 3225-02-07

Attached to Policy No.: FA-EML353025

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. The existence at Date of Policy of any of the following:
 - (a) Covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
 - (b) Unless expressly excepted in Schedule B:
 - (1) Present violations on the land of any enforceable covenants, conditions or restrictions, and any existing improvements on the land which violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.
 - (2) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides a lien for liquidated damages; (iii) provides for a private charge or assessment; (iv) provides for an option to purchase, right of first refusal or the prior approval of a future purchaser or occupant.
 - (3) Any encroachment of existing improvements located on the land onto adjoining land, or any encroachment onto the land of existing improvements located on adjoining land.
 - (4) Any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
 - (5) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
 2. Any future violation on the land of any existing covenants, conditions or restrictions occurring prior to the acquisition of title to the estate or interest in the land by the insured, provided the violation results in:
 - (a) Invalidity, loss of priority, or unenforceability of the lien of the insured mortgage; or
 - (b) Loss of title to the estate or interest in the land if the insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.
- Damage to existing improvements, including lawns, shrubbery or trees:
- (a) which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - (b) resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.
 5. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1(b)(1) and 5, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding unless signed by either a duly authorized officer or agent of the Company.

FIRST AMERICAN TITLE INSURANCE CO.

By:

MICHELE PADDY REFOSCO, ATTORNEY

(RMB-B-RED BLUFF 48 LOTS.PFD/3225-02-07/38)

Result Row: [Prev](#) 1 of 100 [Next](#)Instrument # [Prev](#) 2007000086254 [Next](#)

Document Navigation by Pages:

[Previous Document](#) - [Next Document](#)

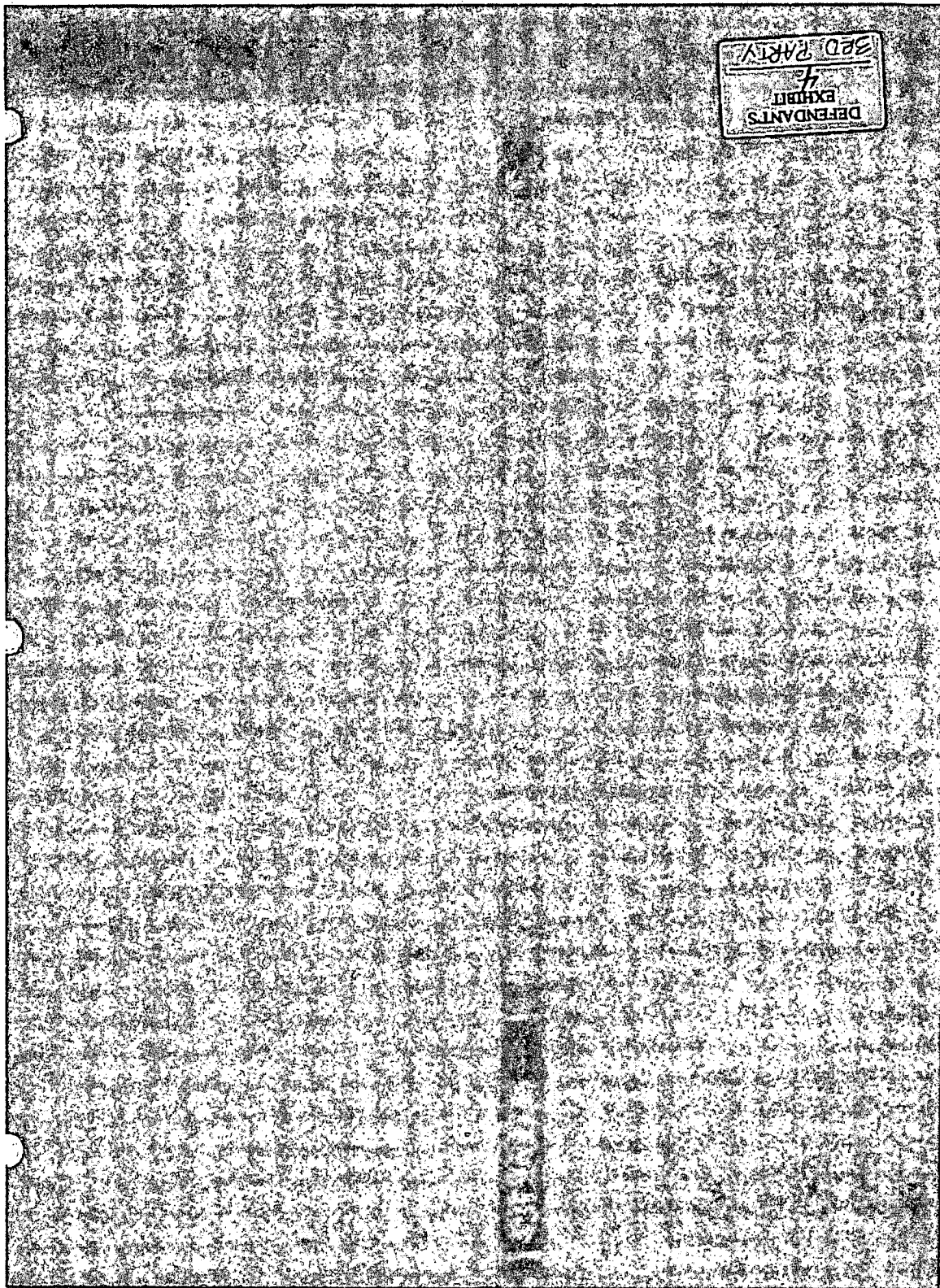
Booktype: Mortgage

Book: 4919 Page: 934 [Jump To](#)

Document Type:	(002) MORTGAGE
Modified Date:	9/26/2007 8:53:38 AM
Record Date :	6/14/2007 2:26:36 PM
MORTGAGOR:	RMB HOMES LLC (6/14/2007 4:02:58 PM)
MORTGAGEE:	SOUTH CAROLINA BANK AND TRUST NA (6/14/2007 4:02:58 PM)
Book Type:	MTG
Book / Page:	4919 / 934
# of Pages:	8
Consideration:	3,880,000.00
MEMO	SEV LOTS RED BLUFF VILLAGE SUB AND SEV LOTS CEDAR WOODS SUB
Future Related Docs:	4959/2503 4959/2504 5122/1508 5158/2166 5222/689 5242/1725

Note: Empty fields are not shown
[Direct External Link to this Document](#)





E-mail: shannon@firstfederal.com

RE: Escrow Aggregate Accounting Adjustment & HUD-1, Section "1100 Title Charges"

*****NOTE:** In order to assist in complying with the Federal Law, this form **MUST** be fully completed and returned in 3 business days prior to the closing.

NOTE to be signed by: RMB HOMES LLC
GUY M REMILLARD, *individually*

TITLE held in the name of: RMB HOMES LLC

Lot 9

(This section cannot be changed without notification to the Lender.)

Property Address: LOT 9 RED CEDAR AVENUE
MYRTLE BEACH, SC 29588

Closing Date 9/27 @ 3 a.m. or p.m.

CLOSING CONTACT:

Telephone: 449-1247 **Fax:** 449-1248

E-MAIL for electronic closing package:

LOANPKGS@SC.RR.COM

Please list HUD-1 charges to be paid by the BUYER:

Line 1107 &/or 1101 - Attorney fee \$ 300.00 (Need for Final TIL)
Attorney Courier/Copies/Fax/Wire fees \$ 100.00 (Need for Final TIL)

TAX INFORMATION

Tax Amount Due: \$478.06 TMS Number 1903601009
Current Year: 2007
Tax District: Charleston County: Horry

Mortgagee Clause: First Federal of Charleston, "It's Successors &/or Assigns, As Their Interest May Appear"
P O Box 118067
Charleston, SC 29423-8068

***Hazard Insurance**

Insurance Co.: @ 1st
Agent's Name:
Due Date:
Premium: disbursement
Coverage Amt.:
Policy Number:

***Flood Insurance**

Insurance Co.:
Agent's Name:
Due Date:
Premium:
Coverage Amt.:
Policy Number:

***Windstorm & Hall**

Insurance Co.: @ 1st
Agent's Name:
Due Date:
Premium: disbursement
Coverage Amt.:
Policy Number:

***Batterments & Improvements**

Insurance Co.:
Agent's Name:
Due Date:
Premium:
Coverage Amt.:
Policy Number:



****The following documents will need to be reviewed prior to the loan closing****

Insured Closing Letter
Title Commitment - needs to include pending disbursement clause
HUD-1 Statement
Coop of Deed-Title

1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins.

0112417270
SC07JS0004

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER: RMB HOMES LLC
8390 HIGHWAY 707
MYRTLE BEACH, SC 29588

GUY M REMILLARD
111 SEAGULL LANDING
MYRTLE BEACH, SC 29588

E. NAME AND ADDRESS OF SELLER:

F. NAME AND ADDRESS OF LENDER: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHAR
2440 MALL DRIVE
NORTH CHARLESTON, SC 29406

G. PROPERTY LOCATION: LOT 9 RED CEDAR AVENUE
MYRTLE BEACH, SC 29588

H. SETTLEMENT AGENT: MICHELE PADDY RESOSCO

PLACE OF SETTLEMENT: 5001 NORTH KINGS HWY, STE 204
MYRTLE BEACH, SC 29572

I. SETTLEMENT DATE:

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:

101. Contract sales price
102. Personal property
103. Settlement charges to borrower:
(from line 1400)
104. FUNDS HELD IN LP 5 95000.00
105.

ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:

106. City/town taxes to
107. County taxes to
108. Assessments to
109.
110.
111.
112.

120. GROSS AMOUNT DUE FROM BORROWER:

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:

201. Deposit or earnest money
202. Principal amount of new loan(s) 145000.00
203. Existing loan(s) taken subject to
204.
205. Disbursed at closing \$50,000
206.
207.
208. Application Fee
209.

ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:

210. City/town taxes to
211. County taxes to
212. Assessments to
213.
214.
215.
216.
217.
218.
219.

220. TOTAL PAID BY/FOR BORROWER:

300. CASH AT SETTLEMENT FROM/TO BORROWER:

301. Gross amount due from borrower (line 120)
302. Less amount paid by/for borrower (line 220)

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:

401. Contract sales price
402. Personal property
403.
404.
405.

ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:

406. City/town taxes to
407. County taxes to
408. Assessments to
409.
410.
411.
412.

420. GROSS AMOUNT DUE TO SELLER:

500. REDUCTIONS IN AMOUNT DUE TO SELLER:

501. Excess deposit (see instructions)
502. Settlement charges to seller (line 1400)
503. Existing loan(s) taken subject to
504. Payoff of first mortgage loan
505. Payoff of second mortgage loan
506.
507.
508.
509.

ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:

510. City/town taxes to
511. County taxes to
512. Assessments to
513.
514.
515.
516.
517.
518.
519.

520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER:

600. CASH AT SETTLEMENT TO/FROM SELLER:

601. Gross amount due to seller (line 420)
602. Less total reductions in amount due seller (line 520)

703. Commission paid at settlement		
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN: **P.O.C.**		
801. Loan origination fee .625 % FIRST FEDERAL OF CHARLES		906.25
802. Loan discount %		
803. Appraisal fee to: AFFILIATED APPRAISERS INC		350.00
804. Credit report to:		
805. Lender's inspection fee FOR 4/EACH ADDTL @ \$75.00		375.00
806. Mortgage insurance application fee to		
807. Assumption fee		
808. FDS INC - DETERMINE FLOOD ZONE		12.00
809. COURIER/ELECTRONIC CLPKO & VOR		25.00
810.		
811.		
812.		
813.		
814.		
815. Yield Service Premium Paid to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:		
901. Interest from		
902. Mortgage insurance premium for mos to		
903. Hazard insurance premium for XXXXX		
904. Flood insurance Premium for XXXXX		
905.		
1000. RESERVES DEPOSITED WITH LENDER:		
1001. Hazard insurance months @ \$ per month		
1002. Mortgage insurance months @ \$ per month		
1003. City property taxes months @ \$ per month		
1004. County property taxes months @ \$ per month		
1005. Annual assessments months @ \$ per month		
1006. Flood insurance months @ \$ per month		
1007. months @ \$ per month		
1008. Aggregate Accounting Adjustment		.00
1100. TITLE CHARGES:		
1101. Settlement or closing fee to		
1102. Abstract or title search to		
1103. Title examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fee to		
1107. Attorneys' fees to		
1108. Title insurance to		
1109. Lender's coverage \$		
1110. Owner's coverage \$		
1111.		
1112.		
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES:		
1201. Recording fees. Deed \$, Mortgage \$, Release \$		
1202. City/county tax / stamps. Deed \$; Mortgage \$		
1203. State tax / stamps Deed \$; Mortgage \$		
1204.		
1205.		
1300. ADDITIONAL SETTLEMENT CHARGES:		
1301. Survey to		
1302. Post inspection to		
1303.		
1304.		
1305.		
1306.		
1307.		
1308.		
1400. TOTAL SETTLEMENT CHARGES (Enter on line 103, Section J and line 802, Section K)		

I have carefully reviewed this HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a (true and accurate statement of all monies and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower	Date	Seller	Date
RMB HOMES LLC			
Owner	Date	Seller	Date

Lender: FIRST FEDERAL OF CHARLESTON
2440 Mall Drive, Suite 100, N. Charleston, SC 29406-8844

Date: September 21, 2007

For questions/information and to set a closing date,
please contact: SHERRY HERRON sherron@firstfederal.com
Fax: 843-529-5889 Telephone: 843-529-5577

Loan No.: 0112417270

Settlement Agent: MICHELE PADDY REPOSICO
3001 NORTH MYNAR BLVD. QTR 304
MYRTLE BEACH, SC 29572

Terms and Conditions set below expire:

Title: RMB HOMES LLC

Note evidencing debt to be signed by:
RMB HOMES LLC
GUY M REMILLARD, *and*

Address of Security Property: LOT 9 RED CEDAR AVENUE
MYRTLE BEACH, SC 29588

Legal Description of Security Property: LOT 9 CEDAR WOODS S/D

Loan Amount: \$ 145,000.00 Term: 2 yrs Amortized 2 yrs Orig. Fee: \$ 906.25

Interest Rate 8.375% Monthly P & I \$ 146,011.98 ☒ Interest Only Discount: \$.00

Construction Loan Information:

Cost of Construction/Renovations: \$ 105,410.00 Construction Phase: 23 months

Disbursement at closing: \$ 50,000 Interest Rate during const.: 8.375 %

Hold for construction in "LIP" \$ 95,000.00

Loan Type: (☒) Conventional () Refinance () Second Home (☒) New Construction
() Fixed Rate () Purchase (☒) Investment () Renovation/Repair
(☒) AML () Commercial () Purchase/Construction
() Owner occupied () Bi-weekly () Refinance/Construction
(☒) Spec

If FFCH refinance, acct. no.:

AML 1 YEAR: Index: 7.750 % Margin: .625 %

Caps per adjustment period: Annual: .000 % Lifetime: .000 %

Closing Date: CALL FIRST FEDERAL TO SCHEDULE CLOSING

DISBURSEMENT DATE: Closing Date

If the date of closing changes, do not close without contacting Lender and obtaining permission to close on another date.

* Please have your title company send an Insured-closing letter which references the above closing.

POWER OF ATTORNEY

All documents must be dated and signed by the borrower(s)/mortgagor(s) in person and a completed copy provided at closing. If power of attorney is acceptable, the settlement agent must provide a recorded copy of the power of attorney.

* If construction is involved the contractor must attend closing to sign all pertinent documents and review disbursement procedures.

CLOSING DOCUMENTS

TWO DAYS prior to the closing, fax or deliver the enclosed **ESCROW AGGREGATE ACCOUNTING ADJUSTMENT** form to enable Lender to give the Settlement Agent the information needed for preparation of the HUD-1 form.

Within 24 hours after the closing, you must furnish to Lender all the items listed below as "Required" which shall be originals unless otherwise stated herein. In addition, items marked as "Advance Review" must be submitted to the Closing Department of Lender no later than 24 hours prior to closing the loan:

ADVANCE

REVIEW:

REQUIRED:

1. Title Insurance Binder or Commitment and Insured Closing Letter from a title company satisfactory to Lender in the amount of \$105,410 (if no amount is specified, amount should be the greater of the loan amount or the highest possible amount the loan could be if increased pursuant to the terms of the loan documents) indicating that the mortgage in favor of Lender will be a first lien subject only to acceptable life exceptions as more particularly set forth in the General Closing Instructions. Effective date of the title binder/policy must be no more than 30 days prior to closing. The following endorsements must be included in the final title insurance policy:
☐ ALTA 4 - Condominium ☒ ALTA 5 - PUD
☒ ALTA 6 or 6.2 - ARM or other Variable Rate Loan.
☒ ALTA 8.1 Environmental Protection

- ☒ Construction Loan: **SHORT FORM TITLE INSURANCE POLICY** is acceptable on a construction loan provided the Pending Disbursements Clause and coverage over the survey are included.
☒ A Pending disbursements Clause is required. If there is any exception or exclusion—standard or otherwise taken in the title insurance commitment for mechanic's liens, we require such exception or exclusion be removed at closing or otherwise disposed of to our satisfaction, e.g., affirmative coverage.

- ☐ Construction Loan of \$2,000,000 or more: At the time of each disbursement from the proceeds of this loan, the title must be certified down to the date of such disbursement and an endorsement to the title policy be provided to the Lender.

- ☐ Construction funds held in pledged savings account: A Pending Disbursements Clause is required.

Name of Insured must read:

- ☒ Conventional: First Federal Savings and Loan Association of Charleston, its successors and/or assigns as their interests may appear.

2. A copy of the exceptions listed in the title insurance binder or commitment showing the recorded Book and Page number. Unless otherwise requested, only the first page and the page showing the recording information for PUD and CONDOMINIUM documents are required.

3. Note: Original - No corrections, lift-offs, or white-outs are allowed on the NOTE without the express written authorization of the Lender. Any corrections on any other legal documents must be Initialed by all parties.

4. Mortgage: One (1) certified true copy of the executed mortgage and all applicable riders as follows:

- | | |
|--|---|
| ☒ PUD Rider | ☐ Construction Loan Rider—must be recorded |
| ☒ One-to-Four Family Rider | ☐ CONDOMINIUM Rider |
| ☐ Second Home Rider | ☐ Adjustable Rate Rider |

6. HUD-1 Settlement Statement: Original signed by Borrower, Seller and Settlement Agent. Any charges paid outside of closing must be entered and designated P.O.C. on the HUD-1. IF CONSTRUCTION LOAN: **ADDENDUM TO HUD-1 (provided by Lender).**

7. Truth-in-Lending disclosure statement: Original signed by each Borrower.

8. Truth-in-Lending right to Rescind: Notice of Right to Cancel or Rescind original must be signed and dated by each Borrower and two (2) copies of executed Notice must be delivered to each Borrower at closing.

9. An escrow account will be required for the following checked items. In the case of a construction permanent loan, the account will be established at the final disbursement of funds:

- | | |
|---|--|
| ☐ Real Estate Taxes | ☐ Hazard Insurance premium |
| ☐ Flood Insurance premium | with Windstorm & Hail coverage |
| ☐ Mortgage Insurance premium | ☐ Monthly deposits for any other applicable items |

10. Initial Escrow Account Disclosure Statement: Lender will furnish upon receipt of the necessary information from you. A copy is to be given to the borrowers and a copy retained for Lender file.

PRIOR TO THE
FIRST
DISBURSEMENT

11. Evidence of a hazard Insurance policy acceptable in the form of a current declaration page or a Certificate of Insurance form (provided by Lender), is required on all loans including condominium loans. The amount of coverage must be \$ 105,415 and the mortgagee clause must read: "First Federal Savings and Loan Association of Charleston; and must be followed by "its successors and assigns, as their interest may appear" in the case of conventional loans.

12. Condominium loans need Betterments and Improvements Insurance. Minimum coverage in the amount of \$ is required, unless included in the Master policy. The Mortgagee clause shall be the same as in No. 11 above.

13. Flood Insurance application with copy of check or receipt for payment of the first year's premium. The amount of coverage must be no less than \$ or the maximum coverage allowed. In the case of construction loan funds, flood insurance policy or application with evidence that the application and premium have been submitted to the insurance company. In the case of unimproved property, the flood insurance application with a copy of the check or receipt for payment of the first year's premium must be provided to the Lender prior to the first disbursement of funds for improvements. In the case of CONDOMINIUMS, Lender must be furnished with an original certificate of insurance, the mortgagee clause shall be the same as in No. 11 above.

14. Termite Report (original) (CL-100) and/or Soil Treatment Guaranty acceptable to FNMA/FHLMC and First Federal Savings and Loan Association of Charleston. NOTE: DO NOT CLOSE THIS LOAN IF THE REPORT DISCLOSES ANY EVIDENCE OF ACTIVE INFESTATION BY WOOD DESTROYING ORGANISMS, OR FUNGI, EXCESSIVE MOISTURE CONDITIONS, THE EXISTENCE OF DAMAGES OR THE RECOMMENDATION THAT THE PROPERTY BE INSPECTED BY A LICENSED CONTRACTOR. CALL CLOSING DEPARTMENT FOR FURTHER INSTRUCTIONS.

Note: The CL-100 cannot be more than 30 days old. In the case of unimproved property, soil treatment guaranty must be provided to Lender prior to final disbursement of the loan.

PRIOR TO
FIRST
DISBURSEMENT

15. Survey and Flood Certification/Elevation: The survey must comply with the requirements set forth in the General Closing Instructions (Construction Loans). Title Insurance coverage is required over the survey. Note: If the loan amount does not exceed \$1 million, a survey is required only if necessary by the title company, in order to provide First Federal with a mortgagee title policy in accordance with the closing instructions, without exception to matters of survey.

Surveys are required on all construction and government loans. In the case of a construction loan, a foundation survey must be delivered to Lender prior to first disbursement.

16. Tax Record form properly completed and signed by Settlement Agent: Original

***REQUIRED ON ALL
LOANS INCL-REFTS***

18. Name affidavit.
19. Deed: One (1) certified true copy of executed deed.
20. Copy of W-9 filed with IRS.
21. Security Agreement
22. Construction Loan Agreement (CONTRACTOR MUST SIGN AT CLOSING.)
23. Agreement with regard to Repairs and Improvements (CONTRACTOR MUST SIGN AT CLOSING.)
24. Corporate Resolution - must include loan amount, property address & authorized signers.
25. Partnership Resolution authorizing borrowing of funds and designating partners authorized to sign documents for the partnership, partnership agreement, recordable memorandum of partnership and evidence of authority of all partners (general partnerships), and affidavit of general partners' authority in the case of limited partnership as Borrower.
26. Premium Payment Authorization (private mortgage insurance)
27. Proof of payment in full of loan from Quins 72C to borrower in the original amount of \$_____
28. Health Authority Inspection of () well, () septic tank, () bacteriological well water analysis—original.
29. Property must be inspected by appraiser to determine that the property is complete prior to closing the loan. Inspection fee to appraiser.
- 30.
- 31.

FUNDING

The net loan proceeds will be issued to the Settlement Agent upon approval and satisfaction by Lender of all items set forth above as "Advance Review" and "Required." It is the Settlement Agent's responsibility to obtain the loan proceeds from Lender prior to disbursement. The Settlement Agent will be responsible for properly closing and disbursing the closing funds.

Within twenty (20) days after closing, you must forward to Lender the original recorded mortgage with riders, and other recorded documents required in these Closing Instructions along with the final title insurance policy showing Lender's mortgage as the first lien, subject only to acceptable title exceptions as set forth in the General Closing Instructions. All endorsements required in the Closing Instructions as indicated must be included with the final policy.

The executed "Certification by Settlement Agent" form along with the closing package must be returned to the Lender within TWENTY-FOUR (24) HOURS after closing.

FIRST FEDERAL OF CHARLESTON

By: Sherry Wern

BORROWER NAME, ADDRESS & PHONE NUMBER

RMB HOMES LLC
GUY M REMILLARD
8390 HIGHWAY 707
MYRTLE BEACH SC 29588

843-215-7586 Home Phone Number
843-215-7586 Borrower Work Phone Number

MICHELE PADDY REFOSCO

· ATTORNEY AT LAW ·

5001 N. KINGS HIGHWAY
RAINBOW HARBOR, SUITE 204
MYRTLE BEACH SC 29577

MPADDYLAW@SC.RR.COM

-POST OFFICE BOX 7648
MYRTLE BEACH, SC 29572

843/449-1247 (o)
843/449-1248 (f)

TITLE ORDER

TO: Wade 399-7004	FROM: Michele Paddy Refosco
-------------------	-----------------------------

COUNTY: Horry

Search: Litigation Files

Plaintiff: Harper
Defendant: RMB Homes, LLC
Property: Lot(s) 9, 12, 40 In Cedar Woods
File No.'s: 06-3135 (Lot 9), 06-3136 (Lot 12), 06-3145 (Lot 40)
TMS: 190-36-01-009, -012, -040

Notes: Wade -

I verified with Gene Connell's office today that the
litigation on the above-referenced lots have been dismissed.
Considering the disarray that the judgment indexes appear
to be in I'd like you to check the hard copy files.
We are trying to close construction loans on these lots and
I need to know if I can proceed with the loans.

Thanks!! ☺ Michele



MICHELE PADDY REFOSCO**ATTORNEY AT LAW**5001 N. KINGS HIGHWAY
RAINBOW HARBOR, SUITE 204
MYRTLE BEACH SC 29577POST OFFICE BOX 7648
MYRTLE BEACH, SC 29572

MPADDYLAW@SC.BR.COM

843/449-1247 (O)
843/449-1248 (P)**TITLE ORDER**

TO: Wade 399-7004

FROM: Michele Paddy Refosco

COUNTY: HorrySearch: CURRENT OWNER UPDATESellers: N/A - Construction LoanBuyers: RMB Homes, LLC

Property: _____

Legal: Lot(s) 9, 12, 40 in Cedar WoodsTMS: 190-36-01-009, 012, 040Need By: RUSH 09/14/2007Notes: *Update from Deed @ 2989 - 141.Check cases (they should be dismissed and LP removed)06 - 3135 (Lot 9), 06 - 3136 (Lot 12), 06 - 3145 (Lot 40).Actually, please check all twelve cases. (The list is attached.) Thanks! ☺

Thanks!! ☺ Jill

9/24 -
Per Gene Connell
the (6) lots are dismissed
& (6) houses remain

4/24/11/25



Legal

Lot #

Case # 06 - 3134 - 2 - open
06 - 3135 - 9 - open
06 - 3136 - 12 - open
06 - 3137 - 14 - open
06 - 3138 - 15 - open
06 - 3139 - 27 - open
06 - 3140 - 28 - open
06 - 3141 - 32 - copied open
06 - 3142 - 35 - open
06 - 3143 - 36 - open
06 - 3144 - 39 - open
06 - 3145 - 40 - open

Filed 6-27-06

Michelle Paddy

PREPARED BY:
DOVE LAW FIRM, P.A.
P.O. BOX 625
MURRELLS INLET, SC 29576

Instrument#: 2007000119414, DEED BK:
3270 PG: 1341 DOCTYPE: 501 08/20/2007
at 02:48:40 PM, 1 OF 4, EXEMPT,
BALLERY V. SKIPPER, HORRY COUNTY,
SC REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA

DEED TO REAL ESTATE

COUNTY OF HORRY

KNOW ALL MEN BY THESE PRESENTS that Ashton Development, LLC, hereinafter called Grantor in consideration of Two Million Twelve Thousand Five Hundred and 00/100 (\$2,012,500.00) Dollars to the Grantor in hand paid at and before the sealing of these presents by the Grantee hereinafter named, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto RMB Homes, LLC, its successors and assigns forever, the following described property, to-wit:

ALL that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the Todd Swamp Section, Simpson Creek Township, Horry County, South Carolina, containing 0.256 acres or 11,190 square feet, more or less, being shown and designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, and 110, 111, 112, 113, 114, on a Final Subdivision Plat of Red Bluff Village prepared by ETS-Engineering and Technical Services, Inc., dated May 10, 2006, recorded August 3, 2006 in the Office of the Horry County Register of Deeds in Plat Book 216 at Page 13-A, reference to which is craved for a more particular description of the metes and bounds.

This conveyance is subject to all easements, conditions, covenants, restrictions, zoning ordinances, encumbrances, setback lines and rights-of-way which are a matter of public record and/or actually existing upon the ground affecting the above described property.

This being a portion of the same property as conveyed to the grantor by deed of 905 Polo Partners, LLC, recorded August 30, 2005 in Deed Book 2967 at Page 1434, Horry County Records.



Instrument#: 2007000086253, MTG BK:
3253 PG: 987 DOCTYPE: 001 06/14/2007
at 02:26:35 PM, 1 OF 4, CANCELLED OF
RECORD, BALLERY V. SKIPPER, HORRY
COUNTY, SC REGISTRAR OF DEEDS

TM#: 100-19-01-002, 100-19-01-003, 100-19-01-004, 100-19-01-005, 100-19-01-006, 100-19-01-007, 100-19-01-008, 100-19-01-009, 100-19-01-010, 100-19-01-011, 100-19-01-012, 100-19-01-013, 100-19-01-015, 100-19-01-016, 100-19-01-017, 100-19-01-018, 100-19-01-019, 100-19-01-089, 100-19-01-090, 100-19-01-091, 100-19-01-092, 100-19-01-093, 100-19-01-094, 100-19-01-095, 100-19-01-096, 100-19-01-097, 100-19-01-098, 100-19-01-099, 100-19-01-100, 100-19-01-102, 100-19-01-103, 100-19-01-104, 100-19-01-105, 100-19-01-106, 100-19-01-107, 100-19-01-108, 100-19-01-109, 100-19-01-110, 100-19-01-111, 100-19-01-112, 100-19-01-113, and 100-19-01-115, 100-19-01-116, 100-19-01-117, 100-19-01-118, 100-19-01-119

GRANTEES ADDRESS: P.O. Box 30968, Myrtle Beach, SC 29588

Together with all and singular the rights, hereditaments and appurtenances to said premises belonging, or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto said grantee, its successors and assigns forever.

And, grantor, does hereby bind itself and its successors and assigns to warrant and forever defend all and singular said premises unto the said grantee, its successors and assigns, against all persons or entities whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness the execution hereof by Grantor this 13 day of June, 2007.

Signed, Sealed and Delivered
in the Presence of:


Witness


Witness/Notary

SELLER(S):
Ashton Development, LLC

By: 
Thomas F. Cesala, Authorized Member

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) **ACKNOWLEDGEMENT**
(S.C. CODE ANN. 30-5-30 (B) (C))

I, the undersigned, a Notary Public for South Carolina hereby certify that **Thomas P. Cecala**
as **Authorized Member for Ashton Development, LLC** personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of June, 2007.

SWORN TO before me this
13 day of June, 2007.



NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 2/12/14

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. The property being transferred is designated as Lots 1 thru 12, 14 thru 18, 84 thru 95, 97 thru 108, 110 thru 114, Red Bluff Village, Conway, South Carolina bearing Horry County Tax Map # 100-19-01-002, 100-19-01-003, 100-19-01-004, 100-19-01-005, 100-19-01-006, 100-19-01-007, 100-19-01-008, 100-19-01-009, 100-19-01-010, 100-19-01-011, 100-19-01-012, 100-19-01-013, 100-19-01-015, 100-19-01-016, 100-19-01-017, 100-19-01-018, 100-19-01-019, 100-19-01-089, 100-19-01-090, 100-19-01-091, 100-19-01-092, 100-19-01-093, 100-19-01-094, 100-19-01-095, 100-19-01-096, 100-19-01-097, 100-19-01-098, 100-19-01-099, 100-19-01-100, 100-19-01-102, 100-19-01-103, 100-19-01-104, 100-19-01-105, 100-19-01-106, 100-19-01-107, 100-19-01-108, 100-19-01-109, 100-19-01-110, 100-19-01-111, 100-19-01-112, 100-19-01-113, and 100-19-01-115, 100-19-01-116, 100-19-01-117, 100-19-01-118, 100-19-01-119, was transferred by Ashton Development, LLC to RMB Homes, LLC.

2. Check one of the following: The deed is

- (a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) _____ exempt from the deed recording fee because (See information section of affidavit) _____ (If exempt, please skip items 3-6, and go to item 7 of this affidavit).

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

- (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 2,012,500.00.
- (b) _____ The fee is computed on the fair market value of the realty which is _____.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is: _____.

4. Check Yes _____ or No XX 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. _____.

5. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 3 above here: \$ 2,012,500.00
- (b) Place the amount listed in item 4 above here: 00.00
- (c) Subtract Line 5(b) from Line 5(a) and place result here: \$ 2,012,500.00

6. The deed recording fee due is based on the amount listed on Line 5(c) above and the deed recording fee due is: \$7446.25

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

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

[Signature]
Sworn to before me this 13 day of June, 2007.
Notary Public for South Carolina
My Commission Expires: 2/12/14

Ashton Development, LLC
BY: [Signature]
Thomas P. Cecchi, Authorized Member



Battery V. Skipper
Registrar of Deeds
1301 Second Ave. - 29526
Post Office Box 470
Conway, SC. 29528
(843) 915-5430

Horry County, SC Transaction #: 119242
Receipt #: 113799
Cashier Date: 8/20/2007 2:48:42 PM
(SWILLIAMS)



Print Date:
8/20/2007 2:48:42 PM

Customer Information	Transaction Information	Payment Summary
(00286) MICHELE PADDY REFOSCO 5001 N KINGS HWY RAINBOW HARBOR SUITE 204 MYRTLE BEACH, SC 295770000 Escrow Balance: \$458.53	Date Received: 08/20/2007 Source Code: Walk-In Return Code: Walk-In Trans Type: Recording Agent Ref SHANNON Num:	Total Fees \$0.00 Total Payments \$0.00

1 Payments



NOCHARGE

1 Recorded Items



(501) DEED BOOK - NO CHARGE

BK/PG: 3270/1341 Instrument#: 2007000119414
Date: 8/20/2007 2:48:40 PM
From: ASHTON DEVELOPMENT LLC To: RMB
HOMES LLC

0 Search Items

0 Miscellaneous Items



Print Date:
8/20/2007 2:23:59 PM

Horry County, SC Transaction #: 119185

Receipt #: 113743

Cashier Date: 8/20/2007 2:23:59 PM
(SWILLIAMS)

Ballery V. Skipper
Registrar of Deeds
1301 Second Ave. - 29526
Post Office Box 470
Conway, SC. 29528
(843) 915-5430

Customer Information	Transaction Information	Payment Summary
(00286) MICHELE PADDY REFOSCO 5001 N KINGS HWY RAINBOW HARBOR SUITE 204 MYRTLE BEACH, SC 295770000 Escrow Balance: \$456.13	Date Received: 08/20/2007 Source Code: Walk-In Return Code: Walk-In Trans Type: Recording Agent Ref SHANNON Num:	Total Fees \$24.00 Total Payments \$25.00 Escrow Deposit \$1.00

1 Payments

CHECK 0148	\$25.00
ESCROW DEPOSIT	1 \$1.00

3 Recorded Items

(011) MORTGAGE SATISFACTION	BK/PG: 4954/486 Instrument#: 2007000119372 Date: 8/20/2007 2:23:50 PM From: To:
Recording Fee @ \$5	1 \$5.00
(053) MORTGAGE MODIFICATION	BK/PG: 4954/487 Instrument#: 2007000119373 Date: 8/20/2007 2:23:51 PM From: To:
Recording @ \$6 for 1 pg and \$1 for every page after	6 \$11.00
(008) ASSIGNMENT MTG	BK/PG: 4954/493 Instrument#: 2007000119374 Date: 8/20/2007 2:23:52 PM From: To:
Recording @ \$6 for 1 pg and \$1 for every page after	3 \$8.00

0 Search Items

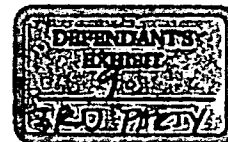
0 Miscellaneous Items

file://C:\Program Files\RecordingModule\default.htm

8/20/2007

527598

FILED
HORRY COUNTY, S.C.
2005 OCT -5 PM 1:56



State of South Carolina
County of Horry

BALLERY V. SKIPPER
REGISTRAR OF DEEDS

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Kelco, LLC, (hereinafter called "Grantor"), in consideration of Eight Hundred Sixty Two Thousand Five Hundred and 00/100 Dollars (\$862,500.00), to the Grantor in hand paid at and before the sealing of these presents, by R.M.B. Homes, LLC (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto

R.M.B. Homes, LLC, its successors and/or assigns

SEE PROPERTY DESCRIPTION RIDER

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 7007 Blade Beach Lane
Myrtle Beach, SC 29588

TMS No.: SEE PROPERTY DESCRIPTION RIDER

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

DEED
2989 0141

141 2

STATE 2242 COUNTY 948
EXEMPT YES NO
ASSESSOR

WITNESS the Grantor's hands and seals this the 30th day of September, 2005.

SIGNED, SEALED AND DELIVERED
in the presence of:

Brenda R. [Signature]
Witness sign here
D&Q [Signature]
Notary sign here

Kelco, LLC
BY: [Signature] MBL/ALP
SKS [Signature] MBL/ALP

State of South Carolina)

County of Horry)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Kelco, LLC sign, seal, and, as their act and deed, deliver the within-written Title to Real Estate, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 30th day of September, 2005.

[Signature]
Witness sign here
D&Q [Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 5/22/10

STATE OF SOUTH CAROLINA

AFFIDAVIT

COUNTY OF HORRY

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says: Lots 1, 2, 3; 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 28, 29, 30, 33, 35, 36, 38, 39 and 40, Horry County, South Carolina, TMS # _____ was transferred by Kelco, LLC to R. M. B. Homes, LLC on September 30, 2005.

The transaction was (Check One):

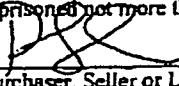
☒ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$ 862,500.00.

☐ not an arm's length real property transaction and the fair market value of the property is \$ _____

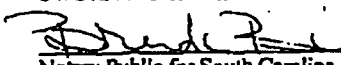
The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et seq. because the deed is. Transfer of real estate from individuals to business.

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

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


Purchaser, Seller or Legal
Representative of Seller

SWORN to before me this 30th day of September, 2005.


Notary Public for South Carolina
My Commission Expires: 1-19-06
(SEAL)

PROPERTY DESCRIPTION RIDER

All those certain pieces, parcels, or lots of land situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lots 1, 2, 3, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 28, 29, 30, 33, 35, 36, 38, 39 and 40 on a Plat of Cedar Woods Subdivision East prepared for Kelco, L.L.C., by Blanton Land Surveying, Inc., dated 03/31/2005 and recorded 08/30/2005 in the Office of the Horry County Register of Deeds in Plat Book 207 at Page 146, reference to which is craved for a more complete description of the metes and bounds.

This being a portion of the property conveyed to KELCO, LLC, by Deed of Angelina Moore, Theresa Blankenship, Kathleen Small Lopez, Carolyn Harvin, Zella Small, Vivian Phillips, Jeanne Small-Fish, Edith Carr, Tina Taylor, and Jake Small, Jr., dated 11/05/2004 and recorded 11/15/2004 in Deed Book 2821 at Page 0669.

Lot #	TMS #	Lot #	TMS #	Lot #	TMS #	Lot #	TMS #
1	190-38-01-001	12	190-38-01-012	21	190-38-01-021	33	190-38-01-033
2	190-38-01-002	13	190-38-01-013	22	190-38-01-022	38	190-38-01-038
3	190-38-01-003	14	190-38-01-014	23	190-38-01-023	39	190-38-01-039
7	190-38-01-007	15	190-38-01-015	28	190-38-01-028	39	190-38-01-039
9	190-38-01-009	16	190-38-01-016	29	190-38-01-029	40	190-38-01-040
10	190-38-01-010	17	190-38-01-017	30	190-38-01-030		
		18	190-38-01-018				

HORRY COUNTY ASSESSOR

ALL Above

Map Bk Parcel
106-0504

144

R.M.B. Homes, LLC
BORROWING RESOLUTION

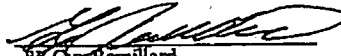
IT IS RESOLVED that the Company shall undertake construction of a single-family dwelling on its property known as Lot 12 of Cedar Woods Subdivision.

RESOLVED, that the Company shall take funding for this project from First Federal Savings and Loan Association of Charleston under the terms and conditions of the Loan Commitment heretofore provided to the Company and all amendments thereto.

BE IT FURTHER RESOLVED that all documents are to be executed by Guy Remillard as Managing Member of the Company. Mr. Remillard is specifically authorized to execute the loan documents securing a loan in the amount \$175,000.00 as evidenced by the loan documents for loan number 0112417296 dated to close 09/27/2007.

The above is a true and accurate copy of a resolution passed by the members of R.M.B. Homes, LLC, a South Carolina Limited Liability Company, at a meeting held on 09/26/2007 and said resolution has not been rescinded or modified.

WITNESS my Hand and Seal this 27th day of September, 2007.

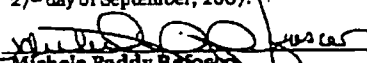

Guy Remillard
ITS Managing Partner
R.M.B. Homes, LLC

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 27th day of September, 2007, by Guy Remillard, Managing Partner of R.M.B. Homes, LLC, the Grantor.

SWORN to before me this
27th day of September, 2007.


Michele Paddy Rescoe
Notary Public for South Carolina
My Commission Expires: 09/05/2011

SCB&T
SOUTH
CAROLINA
BANK AND TRUST

Instructions

June 12, 2007

Michele Paddy Refosco
Attn: Jill Sowers
5001 N. Kings Hwy., Suite 204
Myrtle Beach, SC 29577

RE: RMB Homes, LLC (Real Estate Loan - \$1,940,700.00)

Dear Michele/Jill:

The following requirements must be met prior to disbursement of funds on the above referenced loan:

-A Title Insured First Mortgage on 46 lots located in Red Bluff Village Subdivision, SC Highway 903, Longs, SC and 6 lots located in Cedar Woods Subdivision, Freewoods Road, Myrtle Beach, SC with South Carolina Bank and Trust in first lien position. Please attach appropriate legal descriptions to the enclosed mortgages. Final Title Policy must reflect our mortgage recording information.

It is our understanding these properties are vacant therefore no hazard insurance will be required.

Please collect the following from the Borrower in one check for total fee amount payable to South Carolina Bank and Trust (list referenced service providers on the HUD-1):

\$ 9,763.00 - Origination Fee (SCB&T)
\$ 250.00 - Processing & Re-draw Fee (SCBT)
\$ 10.00 - Flood Fee (Kistler)
\$ 4,000.00 - Appraisal Fee (Ratchford Group, Inc.)
\$ 20.00 - Courier Fee (SCB&T)
\$ 14,043.00 - Total Fees to Collect

Please collect your fees and any related filing fees from the Borrower at closing.

****IMPORTANT - ALL PAGES OF THE MORTGAGE AND NOTE MUST BE INITIALED BY THE BORROWER****



Michele Paddy Reffosco
June 12, 2007
Page Two

Upon approval, proceeds for this loan will be disbursed in the form of a wire/deposit to be credited to your escrow/trust account on the day of closing. Please fax settlement statement, title commitment and your wiring/deposit instructions to my attention at (803) 231-3393 in Columbia. (OR email to jean.binnicker@scbtonline.com)

Please return all closing documents to the following address:

South Carolina Bank and Trust, N.A.
Attention: Post Closing, Loan Documentation
950 John C. Calhoun Drive (Post Office Box 9087)
Orangeburg, SC 29115 (29116-9087)

Thank you and should you have any questions, please do not hesitate to contact me at (803) 231-3381 in Columbia or Eric Keys at the Myrtle Beach office.

Sincerely,

Jean A. Binnicker

Enclosures

CC: Eric Keys/Jennifer Kellner

Your acceptance/disbursement of the loan proceeds confirms your agreement to represent the Lender in connection with the review and proper completion of all documents relating to this Closing and to complete the Closing in strict compliance with these Closing instructions.

JUN-01-2007 13:10

SC BANK&TRUST OAK ST

8435398616 P.001

SOUTH CAROLINA BANK AND TRUST

1550 Oak Street
Myrtle Beach, SC 29577

Peer Transmittal Form

Date Sent: 6/1/07	Urgent	Original will be mailed
Time Sent:	For Review	Original will not be mailed
No of Pages: 3	Please Comment	Please Reply

Name: Michelle Priddy Robinson	Name: Jennifer Kellner
Company: SCHT	Company: SCHT
Ext: 449-1248	Ext: 243-830-8416
Phone:	Phone: 243-830-8607
Email:	Email: Jennifer.Kellner@SCHTonline.org

Message:

Michelle,

I just wanted to verify that you have received the attached and if you have a closing time in mind.

Thanks,
John

11
unbr
birt
W.I

The information contained in this e-mail transmission is confidential information intended solely for the use of the individual or entity named as addressee. If the reader is not that person, he/she is notified that any dissemination or distribution of this material is strictly prohibited. If you have

***** 8435398616 - MYRTLE BEACH SC - *****

- SC BANK&TRUST OAK ST -

00:00:00 000/003

892769266

001 BUSY

DURATION

PAGES

STATION NAME/EMAIL ADDRESS/TELEPHONE NO.

OUR-TOUCH/

FILE NO.

FILE NO.-839

END-JUN-01 12:43

START-JUN-01 12:25

MODE - MEMORY TRANSMISSION

***** COMM. JOURNAL ***** DATE JUN-01-2007 TIME 12:43 *****



**SOUTH CAROLINA
BANK AND TRUST**

May 29, 2007

Michelle Paddy Refosco
5001 N Kings Hwy. Suite 204
Myrtle Beach, SC 29577

VIA Fax: 843-449-1248

Dear Ms. Refosco:

Your firm has been designated to close a \$1,940,700 first mortgage loan being made to R.M.B. Homes, LLC by South Carolina Bank and Trust, 1559 Oak Street Myrtle Beach, SC, 29577. The following instructions are for your use in the preparation of the necessary closing documents.

I. Loan Detail:

1. ☒ Property address : 46 Residential Lots in Red Bluff, Longs, SC, TMS# 100-19- as 46 parcels-in block 1; and 6 lots in Cedar Woods, Myrtle Beach, SC, TMS# 190-01-19-Parcels 9, 12, 35, 36, 39, 40
2. ☒ Closing Date : The week of June 5, 2007, Please Advise
3. ☒ Loan Amount : \$1,940,700
4. ☒ Origination Fee : \$9,763.00
5. ☒ Note to be signed by: Gaston M Remillard, Member
6. ☒ Mortgage to be signed by: Gaston M Remillard, President of RMB Homes

II. Please prepare the following preliminary documents for Bank's review prior to customer signature and disbursement.

1. ☒ Mortgagee's Title Insurance Binder (Including legal descriptions)
2. ☒ Attorney's Preliminary Report on Title (Including legal description)
3. ☒ Hazard Insurance, with South Carolina Bank & Trust, N.A. listed as Mortgagee
4. ☒ Flood Insurance, with South Carolina Bank & Trust, N.A. listed as Mortgagee
5. ☒ HUD-1 Settlement Statement
6. ☐ Plat Copy
7. ☒ Site Plan: Lot
8. ☒ Survey - Must be certified and dated within 90 days of closing OR Copy of prior survey with affidavit
9. ☐ Perimeter Survey due at closing, Foundation Survey due at first draw, As Built Survey due upon completion.
10. ☐ Current Termite Inspection Report; OR copy of current annual treatment service, if presently under contract

www.SCBOnline.com

P.O. Box 3547, Myrtle Beach, SC 29578

Telephone: (843) 839-5009 • Fax: (843) 839-5011

2007 P 8438395816

SC BANK & TRUST OAK ST

JUN-01-2007 13:10

11. ☐ Copy of Soil Treatment Certificate due at first draw, if new construction
12. ☐ Copy of fully executed Sales Contract
13. ☐ Copy of Lease(s)
14. ☒ Copy of Partnership Agreement, Trust Agreement, or Operating Agreement, Articles of Incorporation, and Certificate of Good Standing

III. Please contact us as soon as possible to establish and schedule a closing date. The Bank requires a minimum 72 hours lead time to prepare closing documents. Closing documents will be forwarded to your office prior to the closing date. **DO NOT** close the loan unless all items in Section II are complete. Upon closing, the original documents, clocked copies, and all fees must be forwarded to the Bank within five business days.

IV. Within one hundred twenty (120) days of closing, the following must be returned to the Bank:

1. ☒ Recorded Mortgage
2. ☒ Mortgagee's Title Insurance Policy in the amount of the loan
3. ☒ Final Report and Opinion of Title
4. ☐

V. Special Instructions:

1. ☒ Fees to be collected
 - ☒ Appraisal Fees to South Carolina Bank & Trust in the amount of \$4,000.00
 - ☒ Flood Zone Determination Fees to SCB & T in the amount of To Be Determined
 - ☒ Loan Processing Fee to South Carolina Bank & Trust in the amount of \$200.00
 - ☒ Loan Origination Fee to South Carolina Bank & Trust in the amount of \$9,763.00
2. ☐ Fees paid outside of closing (POC)
 - ☐ Appraisal Fees to South Carolina Bank & Trust/Appraiser in the amount of \$
 - ☐ Flood Zone Determination Fees to South Carolina Bank & Trust in the amount of \$
 - ☐ Loan Processing Fee to South Carolina Bank & Trust in the amount of \$
 - ☐ Loan Origination Fee to South Carolina Bank & Trust in the amount of \$

Please allow sufficient time for the Bank to review the preliminary documents prior to customer signature and our disbursing funds. If you should have any questions, please contact us immediately at the numbers listed below. Thank you for your assistance.

Eric Keys	or	Jennifer Kellner
Senior Vice President		Commercial Loan Assistant
Commercial Banking Manager		843-834-5009 Fax 843-839-5011



**SOUTH CAROLINA
BANK AND TRUST**

May 29, 2007

Michelle Paddy Refosco
5001 N Kings Hwy, Suite 204
Myrtle Beach, SC 29577

VIA Fax: 843-449-1248

Dear Ms. Refosco:

Your firm has been designated to close a \$1,940,700 first mortgage loan being made to R.M.B. Homes, LLC by South Carolina Bank and Trust, 1550 Oak Street Myrtle Beach, SC, 29577. The following instructions are for your use in the preparation of the necessary closing documents.

I. Loan Details:

1. ☒ Property address : 46 Residential Lots in Red Bluff, Longs, SC, TMS# 100-19- as 46 parcels-in block 1; and 6 lots in Cedar Woods, Myrtle Beach, SC, TMS# 190-01-19-Parcels 9, 12, 35,36,39,40
2. ☒ Closing Date : The week of June 5, 2007, Please Advise
3. ☒ Loan Amount : \$1,940,700
4. ☒ Origination Fee : \$9,763.00
5. ☒ Note to be signed by: Gaetan M Remillard, Member
6. ☒ Mortgage to be signed by: Gaetan M Remillard, President of RMB Homes

II. Please prepare the following preliminary documents for Bank's review prior to customer signature and disbursement.

1. ☒ Mortgagee's Title Insurance Binder (Including legal descriptions)
2. ☒ Attorney's Preliminary Report on Title (Including legal description)
3. ☒ Hazard Insurance, with South Carolina Bank & Trust, N.A. listed as Mortgagee
4. ☒ Flood Insurance, with South Carolina Bank & Trust, N.A. listed as Mortgagee
5. ☒ HUD-1 Settlement Statement
6. ☐ Plat Copy
7. ☒ Site Plan: Lot
8. ☒ Survey - Must be certified and dated within 90 days of closing; OR Copy of prior survey with affidavit
9. ☐ Perimeter Survey due at closing, Foundation Survey due at first draw, As Built Survey due upon completion.
10. ☐ Current Termite Inspection Report; OR copy of current annual treatment service, if presently under contract

www.SCBOnline.com
P.O. Box 3547, Myrtle Beach, SC 29578
Telephone: (843) 839-5009 • Fax: (843) 839-5011

1001 P 8435358616

ST BANK 178087 OAK ST

MAY-29-2007 10:33

200 P. 002

- 11. ☐ Copy of Soil Treatment Certificate due at first draw, if new construction
- 12. ☐ Copy of fully executed Sales Contract
- 13. ☐ Copy of Lease(s)
- 14. ☒ Copy of Partnership Agreement, Trust Agreement, or Operating Agreement, Articles of Incorporation, and Certificate of Good Standing

III. Please contact us as soon as possible to establish and schedule a closing date. The Bank requires a minimum 72 hours lead time to prepare closing documents. Closing documents will be forwarded to your office prior to the closing date. **DO NOT** close the loan unless all items in Section II are complete. Upon closing, the original documents, clocked copies, and all fees must be forwarded to the Bank within five business days.

IV. Within one hundred twenty (120) days of closing, the following must be returned to the Bank:

- 1. ☒ Recorded Mortgage
- 2. ☒ Mortgagee's Title Insurance Policy in the amount of the loan
- 3. ☒ Final Report and Opinion of Title
- 4. ☐

V. Special Instructions:

- 1. ☒ Fees to be collected
 - ☒ Appraisal Fees to South Carolina Bank & Trust in the amount of \$4,000.00
 - ☒ Flood Zone Determination Fees to SCB & T in the amount of To Be Determined
 - ☒ Loan Processing Fee to South Carolina Bank & Trust in the amount of \$200.00
 - ☒ Loan Origination Fee to South Carolina Bank & Trust in the amount of \$9,763.00
- 2. ☐ Fees paid outside of closing (FOC)
 - ☐ Appraisal Fees to South Carolina Bank & Trust/Appraiser in the amount of \$
 - ☐ Flood Zone Determination Fees to South Carolina Bank & Trust in the amount of \$
 - ☐ Loan Processing Fee to South Carolina Bank & Trust in the amount of \$
 - ☐ Loan Origination Fee to South Carolina Bank & Trust in the amount of \$

Please allow sufficient time for the Bank to review the preliminary documents prior to customer signature and our disbursing funds. If you should have any questions, please contact us immediately at the numbers listed below. Thank you for your assistance.

Senior Vice President
Commercial Banking Manager

Commercial Loan Assistant
843-834-5009 Fax 843-839-5011

200 P. 002 84383988616

SC BANK & TRUST OAK ST

MAY-29-2007 10:33

Notes & Corr. 6/13/2007

Fax Cover Sheet

NEW HOME CONNECTIONS, LLC

R.M.B. Homes, LLC.

P.O. BOX 30968
MYRTLE BEACH, SC 29588
Phone 843-215-7586
FAX 843-215-3543

Send to: Michela Paddy Rotasco	From: Tricia Flanson
Attention: Michela	Date: 6/13/2007
Office Location:	Office Location:
Fax Number:	Phone Number:

- ☐ Urgent
- ☐ Reply ASAP
- ☐ Please comment
- ☐ Please Review
- ☐ For your information

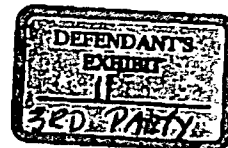
Total pages, including cover: 3

Comments:

Michela:

Hopefully this will help us! Attached is a compensation agreement which Cyril had originally faxed to McVay Real Estate back in Dec. See where they dated, timed and initialed the commission. Also is a copy of a MLS Listing showing a 10% commission at the time we were negotiating and signed the contract.

Good luck - I will be out of the office for several hours - but back this afternoon.



p.1

843-650-8372

NEW HOME CONNECTIONS



Building Quality Residential Homes Since 1972

PO Box 30968
Myrtle Beach, SC 29588

843.215.7586 Office
843.215.3543 Fax

Date: 6/12/07
To: Michelle
Fax: _____
From: ~~Regina Wilson~~ Guy
Subject: Red BLUEE

Commission = 5%.

1/2 - New Home Connections

1/2 - McVay Realty
210 79th Ave North
Myrtle Beach, SC 29572

~~Agent is Jim Jamerson~~

Joe McVay
says all 5%
to McVay

9-6000

Total Pages (including cover) = 1

p.1

843-650-8372

NEW HOME CONNECTIONS

MICHELE PADDY REFOSCO

ATTORNEY AT LAW

5001 N. KINGS HIGHWAY
RAINBOW HARBOR, SUITE 204
MYRTLE BEACH SC 29577

Post Office Box 7648
MYRTLE BEACH, SC 29572

MPADDYLAW@SC.BB.COM

843/449-1247 (o)
843/449-1248 (f)

- NOTICE -

THIS TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED SOLELY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. ANY UNAUTHORIZED INTERCEPTION OR DISSEMINATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE RETURN THE ORIGINAL BY MAIL TO THE ADDRESS ABOVE.

FAX COVER SHEET

FROM:	Michele Paddy Refosco, Attorney	TO:	Cyrl Hooks, New Home Connections 215-3543
DATE:	Tuesday, June 12, 2007		Joe McVay, McVay Realty 692-9393
Re:	Ashten Dev't to RMB Homes 46 lots at Red Bluff Village		Guy Remillard, RMB Homes 215-3543
			Matt Dove, Dove Law Firm 357-9192
# PGS:	1		

NOTES/COMMENTS:

Hi All -

We have some dispute as to who and how much commission is to paid on the 46 lots at Red Bluff Village.

- New Home Connections is claiming one-half (1/2) of a 5% commission.
- McVay Realty is claiming ALL of the 5% commission.

It has also been tossed into the mix that each party will "take care of" their own agent. This I am certain is not the understanding of RMB Homes.

I need someone to nail down this dispute prior to closing tomorrow so that my settlement statement will be accurate.

Thanks!! ☺ Michele

Paddy Law

From: Elizabeth Millone [elizabeth@dovelawfirm.com]
Sent: Tuesday, June 12, 2007 2:58 PM
To: mpaddylaw@sc.rr.com
Subject: ashton to remco
Attachments: 48lots.pdf

Michele,

Attached is the revised deed. Also, please collect an additional \$1,250.00 for development fees paid to Dove Law Firm, PA. thanks. have you heard anything from the bank???

NOTICE: The information contained in this electronic mail transmission is intended by Dove Law Firm, P.A. for the use of the named individual or entity to which it is directed and may contain information that is privileged, confidential, and exempt from disclosure and applicable law. It is not intended for transmission to, or receipt by, anyone other than the named addressee (or a person authorized to deliver it to the named person). It should not be copied or forwarded to any unauthorized persons. If you have received this electronic mail transmission in error, please delete it from your system without reading, copying, or forwarding it, and notify the sender of the error by reply email or by calling (843)357-8191, so that our address record can be corrected.

6/12/2007

B: RMB Homes, LLC

S: Ashton Development, LLC
(att'y: Matt Dove) (o) 357.9191
Red Bluff Vlg. (f) 357.9192
Contact: Elizabeth
47 lots total in 2 files

① lot #83 - rush search

- \$10,000⁰⁰ on deposit

\$43,750⁰⁰ sales price

- Guy paying cash 100-19-01-000

- close a.s.a.p.

② balance 46 lots to close
mid-April

\$10,000 deposit

\$43,750 per lot

current owner policy

Lot #	TMS #
1	100-19-01-002
2	100-19-01-003
3	100-19-01-004
4	100-19-01-005
5	100-19-01-006
6	100-19-01-007
7	100-19-01-008
8	100-19-01-009
9	100-19-01-010
10	100-19-01-011
11	100-19-01-012
12	100-19-01-013
14	100-19-01-015
15	100-19-01-016
16	100-19-01-017
17	100-19-01-018
18	100-19-01-019
84	100-19-01-089
85	100-19-01-090
86	100-19-01-091
87	100-19-01-092
88	100-19-01-093
89	100-19-01-094
90	100-19-01-095
91	100-19-01-096
92	100-19-01-097
93	100-19-01-098
94	100-19-01-099
95	100-19-01-100
97	100-19-01-102
98	100-19-01-103
99	100-19-01-104
100	100-19-01-105
101	100-19-01-106
102	100-19-01-107
103	100-19-01-108
104	100-19-01-109
105	100-19-01-110
106	100-19-01-111

107 100-19-01-112
108 100-19-01-113
110 100-19-01-115
111 100-19-01-116
112 100-19-01-117
113 100-19-01-118
114 100-19-01-119

Fax Cover Sheet

REMACO of MYRTLE BEACH, INC.

R.M.B. Homes, L.L.C.

P.O. BOX 30968

MYRTLE BEACH, SC 29588

Phone 843-215-7586

FAX 843-215-3543

Send to: Michelle Paddy Refresco	From: Tricia Plonson
Attention: Michelle	Date: 2/12/07
Office Location:	Office Location:
Fax Number:	Phone Number:

- ☐ Urgent
- ☐ Reply ASAP
- ☐ Please comment
- ☐ Please Review
- ☐ For your information

Total pages, including cover: 2

Comments:

RED BLUFF VILLAGE - TOTAL 47 LOTS

LOTS 1-18 - EXCEPT LOT 13

LOTS 83-114 - EXCEPT LOT 96 & 109

Also see attached list for Myrtle Grove - Black Bear - Lot Guy would be buying are those with price listed. - 23 Lots

Call with any questions. Thank you.

p.1

843-650-8372

NEW HOME CONNECTIONS

Oct 26 2006 6:58PM

843-388-7004

p.2

10/26/2006 14:54 843-449-1248

NICHELE PADDY REFOCO

PAGE 81
Page 1 of 1

Nichele



MAURICE PADDY REFOCO
Attorney at Law
843.449.1247 (D)
843.449.1248 (F)
M.PaddyLaw@gmail.com

Location Information:

1903501040
HOLLYWOOD
LOT 40
HOLLYWOOD

1
8
609 / SOCASTEE
1
0

Corrective Deed

3080/260

Correctiv

7991/1071

Text 12.00

Text Information:

Current Fair Market Value: 59,500.00
Residential Value: 0.00
Farm Use Value: 0.00
Other Value: 59,500.00
Farm Market Value: 0.00
Last Appraisal Date: 01/24/2005

Tax Year	Receipt Number	Assessed Value	Taxes Owed	Taxes Paid	First Date	Collection Status	Paid Status
2005	101854	2398	487.74	0.00	10/02/2006	NONE	OPEN



Wade -

Check this for me:

Lot 40 - Cedar Woods transferred by attached deed in '05. Website shows it still in Kelco. See if it's also misindexed at the Courthouse (or just a web mistake). Thanks!

Nichele

Wade

<http://www.horrycounty.org/EO20/EO20V2Horry/2/PT/pt2006.do?primo=1903501040&...> 10/26/2006

Oct 26 2008 6:58PM

843-388-7004

P. 3

10/26/2008 14:54 843-449-1248

NICHOLE PADDY REED

PAGE 02

FILED
Horry County, S.C.
OCT -5 PM 11:55
BALLEW V. SHIPPER
CLERK OF COURT

9/30/15
2011/141
527525
LOTT

State of South Carolina

County of Horry

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Hoke, LLC, (hereinafter called "Grantor"), in consideration of Eight Hundred Fifty Two Thousand Five Hundred and 00/100 Dollars (\$852,500.00), to the Grantor in hand paid at and before the sealing of these presents, by R.M.L. Hoke, LLC (hereinafter called "Grantee") in the State of South Carolina, the receipt of which is hereby acknowledged, has granted, conveyed, sold, and released, and by these presents does grant, bargain, sell, and release unto

R.M.L. Hoke, LLC, its successors and/or assigns

ALL PROPERTY DESCRIPTION NUMBER

This conveyance is made subject to any restrictions, reservations, covenants, conditions or easements that may appear of record on the recorded plat or on the premises.

Grantor's Address: 7007 State Beach Lane
Myrtle Beach, SC 29581

TMS No.: ALL PROPERTY DESCRIPTION NUMBER

TOGETHER with all and singular the rights, easements, servitudes and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whatsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the other, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

2008
2957 0141

141

P. 5

PMI **23**

COUNTY OF FIDELITY

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says: Lots 1, 2, 3; 7, 10, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 28, 29, 30, 31, 33, 34, 38, 39 and 40, Myrtle County, South Carolina, TMS W as transferred by Kahan, LLC to R. M. B. Herring, LLC on September 30, 2009.

The number was (One One):

X. no acre's length and property transaction and the price paid or to be paid in money or money's worth was \$ 842,500.00.

_____ put an exact length and property measurement and the fair market value of the property in 3

The above transaction is correct, or partially correct, since the recording fee as set forth in E.C. Code Ann. Section 12-24-10 clearly between the deed in Trustee of and return from individual to business.

As required by Code Section 12-24-70, I state that I am a competent person who was conversant with the transaction in question.

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

Printed, Sold or by
Representative of Seller

SWORN to before me this 30th day of August, 2009.

Neary Public for South Carolina
My Commission Expires 1-19-46
(REAL)

Oct 26 2008 8:58PM

842-388-7004

P. 6

10/25/2008 14:54 842-448-1248

NICHELE PADDY REPOSS

PAGE 63

PROPERTY DESCRIPTION RIDER

All those certain places, parcels, or lots of land situate, lying and being in Beaufort Township, Horry County, South Carolina, being shown and designated as Lots 1, 2, 3, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 28, 30, 31, 33, 34, 38, 39 and 40 on a Plan of Cedar Woods Subdivision East prepared for Kates, L.L.C., by Elevation Land Surveying, Inc., dated 02/11/2006 and recorded 02/10/2006 in the Office of the Horry County Register of Deeds in Plat Book 207 at Page 144, reference to which is made for a more complete description of the nature and bounds.

This being a portion of the property conveyed to KELCO, LLC, by Deed of Angelina Moore, Thomas Blankenship, Kathleen Small Logan, Carolyn Harvin, Zella Small, Vivian Phillips, Joanne Small-Pick, Edith Carr, Tina Taylor, and John Small, Jr., dated 11/03/2004 and recorded 11/15/2004 in Deed Book 2021 at Page 6667.

LOT
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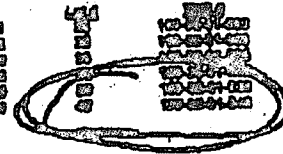
LOT
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Horry County, South Carolina
KELCO, LLC
By _____
10-0-0-0-0

44

Oct 26 2006 8:58PM

843-388-7004

P. 4

10/26/2006 14:24 843-449-1240

NICKOLE PERRY REPOSE

PAGE 03

WITNESS the Grantor's hand and seal this 30th day of September, 2006.

SIGNED, SEALED AND DELIVERED
in the presence of

[Signature]
Witness sign here
[Signature]
Notary sign here

BY: [Signature] 10/26/06
SRS MSB/MSB

State of South Carolina)

County of Horry)

IN WITNESS

PERSONALLY APPEARED BEFORE ME the undersigned witness and each one of them (also saw the witness named Kestra, LLC sign, read, and, in their act and deed, deliver the white-written Title to Real Estate, and that (s)he, with the other witnesses subscribed above, witnessed the execution thereof.

WITNESS to before me this 30th day of September, 2006.

[Signature]
Witness sign here
[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires 5/22/10

EXEMPT

539524

WHEREAS, on October 5, 2005 in Deed Book 2989 at Page 141 and October 6, 2005 in Deed Book 2989 at Page 1071 the Grantors herein conveyed to the Grantees herein several lots, and

WHEREAS, it was the intent of the Grantors to also convey Lots 11 and 27, which was omitted, and

WHEREAS, the Grantors now desire to convey lots 11 and 27 to the Grantee

State of South Carolina)

County of Horry)

TITLE TO REAL ESTATE
CORRECTIVE DEED

FILED
HORRY COUNTY, S.C.
2006 APR 17 AM
BALFOUR
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS, that Kelco, LLC, (hereinafter called "Grantor"), in consideration of Five and 00/100 Dollars (\$5.00), to the Grantor in hand paid at and before the sealing of these presents, by R.M.B. Homes, LLC (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto

R.M.B. Homes, LLC, its successors and/or assigns

All and Singular, those certain pieces, parcels or lots of land, situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lots 11 and 27 on a Plat of Cedar Woods Subdivision East prepared for Kelco, L.L.C., by Blanton Land Surveying, Inc., dated March 31, 2005 and recorded August 30, 2005 in the Office of the Horry County Register of Deeds in Plat Book 207 at page 146, reference to which is craved for a more complete description of the metes and bounds.

This being a portion of the property conveyed to Kelco, LLC by Deed of Angelina Moore, Theresa Blankenship, Kathleen Small Lopez, Carolyn Harvin, Zella Small, Vivian Phillips, Jeanne Small-Fish, Edith Carr, Tina Taylor, and Jake Small, Jr., dated November 5, 2004 and recorded November 15, 2004 in Deed Book 2821 at page 669.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 7007 Blade Beach Lane
Myrtle Beach, SC 29588

DEED
3080 0240

HORRY COUNTY ASSOCIATE
190-36-01-0114027
Map Bk Parcel
4-18-06

26

TMS No.: _____

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hands and seals this the 10th day of March, 2006.

SIGNED, SEALED AND DELIVERED
in the presence of:


Witness sign here


Notary sign here

BY:  Kelco, LLC

ALL FIELDS DETAIL	
ID	633486
Status	ACTIVE
Type	RESIDENTIAL LOT
Address	LOT 83 HWY 905 & RED BLUFF ROAD
Address 2	
City	LORIS
State	SC
Zip	29717
Area	Loris Area
Class	LAND
Asking Price	\$47,000
Sale/Lease	For Sale
IDX Include	Yes

Contract

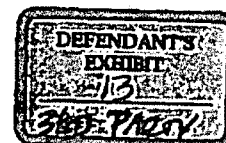
GENERAL			
Number of Acres	40	Price Per Acre	James Cameron
# of Lots		Listing Agent	0
Listing Office	McVoy Realty, LLC - Main Line (843) 449-4000	CSL Subagency Fee	
Buyers Broker Fee	5	Variable Commission (Y/N)	No
Co-Listers		Owner Name	ASHTON DEV. LLC
Photo Instructions	Agent to Submit/Upload	Type of Agency	Exclusive Right to Sell
Est. Lot Size	.28	Section-Subdivision	Red Bluff
Zoning	R4	Tax Map	100-19-01-063
Legal Description	NA	Deed Book/Pg #	
Extra. Road Frontage		Elementary School	Daisey
Elementary School	Loris	High School	Loris
School (EA/CH)		PQA Amt	TBD
Previous Year Tax		Grid Map	16FF10
ON Market Date		Associated Document Count	0
Listing Date	11/7/2008	Tax ID	
Close Date	11/7/2008	Status Date	11/7/2008
Input Date	11/7/2008	Price Date	11/7/2008
Price/Sq Feet		Original Price	\$47,000

FEATURES			
Road Access	Sewer	Residence	Additional Information
State Road	Public	Land Only	Cleared
Access to Site	Paved/Asphalt	Documents on File	Lot Location
Electricity	Clothing	Plat/Survey	Outside City Limits
Water	Shooting	Subdivision Plan	Display on Internet
Sewer	Sign On Property	Wetland Study	Yes
Phone	Terms of Sale	Environmental Study	
Water	Conventional	Designated Flood Zone Srv	
Public	Cash		

FINANCIAL	
Agent to Agent Remarks	CALL JIM 843-457-8388 FOR MORE DETAILS. PLAT/SURVEY, SUBDIVISION PLAN, WETLAND STUDY ALL ON FILE.

SOLD STATUS	
How Sold	Contract Date
Closing Date	Sold Price
Selling Agent	Selling Office

PUBLIC REMARKS	
NEW DEVELOPMENT WITH EASY ACCESS TO HWY 22, RED BLUFF ROAD AND HWY 9. ONLY 20 MINUTES FROM COLONIAL MALL AND MYRTLE BEACH ATTRACTIONS.	


<http://ccar.p3.fnismis.com/Paragon/Search/Reports/Report.aspx>

p.2

843-650-8372

NEW HOME CONNECTIONS

1/25/2007



COMPENSATION AGREEMENT

This Agreement dated December 6, 2006, is between: McVay Realty, LLC

(check one: a Seller (Listing Agency)) and New Home Connections

(check one: a Buyer (Purchasing Agency)).

In reference to the real property known as:
Lot 1-114 Except 74 & 96

Lot Block Section Subdivision Red Bluff Village

Address Hwy 905 Property known as "Red Bluff Village"

Tax Map # 100-19-01-001 through 114 City/Township Crisman Creek Township

County of Beatty State of South Carolina and/or any other properties as listed below:

(This Agreement pertains to all findings of only to the sale of lots as identified above or any homes constructed by the seller/builder.)

It is understood and agreed by all parties that (last name of the agent) Cyril Hooks and (Real Estate Agency Name) New Home Connections, LLC are acting as an agent solely representing the Buyer(s) in this transaction ("Buyer's Agent"). This form does not create an agency relationship in accordance with South Carolina Code of laws §40-57-139 (G).

A. 5% Total: 2.5% Selling agent & 2.5% Buyer's agent
A fee of \$ equal to 1/2 of the commission due to seller's agency of the gross sales price or will be due and payable at the closing of the transaction or upon Seller default; and the closing of this transaction is contingent upon the same fee being paid to the Buyer's Agency at closing.

B. The fee in Section A will be paid by: a Seller (Listing Agency) or a Other:

THIS IS A LEGALLY BINDING AGREEMENT. ALL PARTIES SHALL SEEK COMPETENT LEGAL ADVICE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH PARTIES ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Witness _____ Date Time _____

Seller/Listing Agency/Etc. _____ Date Time _____

Witness _____ Date Time _____

Seller/Listing Agency/Etc. _____ Date Time _____

Witness _____ Date Time _____

Buyer's Agency Representative _____ Date Time _____

New Home Connections
Print Company Name (Buyer's Agency)

(Listing Agency has received the authority, if necessary, from the Seller to pay Buyer's Agency.)

This foregoing form is intended for use by the state real estate industry. The use of the form is not intended to identify the user as a REALTOR. REALTOR is the registered trademark of the National Association of REALTORS and who subscribes to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS.

© 2005 South Carolina Association of REALTORS. 106
Form 120 PAGE 1 OF 1



**AGREEMENT TO BUY AND SELL REAL ESTATE
(FOR GENERAL USE AND LOT/JACRAGE)**

1. PARTIES: This legally binding Agreement entered into on January 22, 2007
between, Buyer(s), James of Myrtle Beach, LLC, (hereinafter
called "BUYER"), and Seller(s), James Development, LLC
(hereinafter called "SELLER"). The property shall be located in the name(s) of James of Myrtle Beach,
LLC, P.O. Box 30248 Myrtle Beach, SC 29578

THE ☐ BUYER ☐ SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

2. PROPERTY TO BE SOLD: Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the
following described property with improvements and fixtures shown:

Lot 500 Block Section Subdivision Red Bluff Village
Address Hwy 101 near Red Bluff Rd.
Tax Map # 100-10-011058 City Surfcoak City, SC Zip
County of Georgetown, State of South Carolina.

3. PURCHASE PRICE shall be \$ 2,000,000.00 (2,000,000.00) (2,000,000.00) See addendum
two million, fifty six thousand, two hundred and fifty dollars.

4. METHOD OF PAYMENT: Purchase price shall be paid in full by ☒ Cash, or ☐ Subject to Financing. Financing to
be obtained by ☐ Conventional ☐ Seller ☐ VA ☐ FHA ☐ Other terms

5. EARNEST MONEY: This offer is accompanied by an earnest money deposit of \$ 20,000.00
Buyer and Seller authorize Dave Law Firm as Escrow Agent, to hold and disburse
earnest money according to the terms of this agreement. Earnest money paid by ☐ Cash, ☒ Check, or ☐ Other.
Seller does not guarantee payment of a check or check cashed as earnest money. All earnest money received shall be
deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the
consummation of this sale, the earnest money deposit shall be credited to the Buyer.

**THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE BROKER
HOLDING THE EARNEST MONEY DEPOSIT WILL NOT RELEASE IT TO EITHER PARTY UNTIL BOTH PARTIES
HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT
JURISDICTION HAS DIRECTED A DISBURSEMENT.**

6. LOAN PROCEEDINGS AND APPLICATION: Buyer's obligation under this agreement is contingent on Buyer obtaining
said loan. Buyer shall apply for a maximum 80 % loan (loan-to-value ratio) within 30 consecutive days from the
execution of this Agreement and shall provide Seller with written satisfactory loan approval within 30 consecutive
days that contains no credit, income, or asset contingencies, unless otherwise set forth in this contract. There is of the
agreement. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the
application, the Seller shall have the option to terminate this agreement, with written notice. Buyer also agrees to provide all
documents or information requested by the lending institution in a prompt and timely manner. Buyer will take any action that
is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to
disclose pertinent information concerning the Buyer's creditworthiness or any other information needed for the loan
proceeding to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer
shall be in default of this agreement subject to the terms of paragraph 22.

FHA Mortgage Insurance ☐ will ☒ will not be added to the mortgage. VA Funding fee ☐ will ☒ will not be added to the
mortgage.

 BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

Form 330 PAGE 1 OF 6

Myrtle Beach 210 7th Ave Myrtle Beach, SC 29572
Phone (843) 440-6222 Fax (843) 697-7222

Red Bluff Village

Red Bluff Village

7. **CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recording items, shall be paid as follows:

- (a) **SELLER** shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of restrictions and property taxes to the day of closing.
- (b) **BUYER** shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms:

8. **OPTION TO TERMINATE AFTER DUE DILIGENCE:** (a) Seller grants to Buyer a 30 day right ("Termination Right") from the date of this agreement during which Buyer may do any or all of the following:

1. Conduct at Buyer's sole expense whatever due diligence, inspections, examinations, surveys and testing, if any, Buyer deems appropriate to evaluate the suitability of Property for Buyer's intended use, including, but not limited to, zoning, governmental regulations, environmental concerns, availability of utilities and whether the soil on Property will support a septic system of a size and type of desired Buyer (hereinafter collectively referred to as "Buyer's Due Diligence");
- (b) Seller acknowledges and agrees that Buyer and/or his agents and employees may have free access during normal business hours to visit Property for the purpose of conducting Buyer's Due Diligence. Buyer hereby agrees to indemnify and hold Seller, Broker and Broker's Affiliated Licensed Associates harmless from and against any and all loss, injury, cost or expense associated with Buyer's inspection of and entry upon Property.
- (c) If Buyer decides to exercise Buyer's right to terminate this Agreement, Buyer must give notice of the same to Seller prior to the expiration of the Termination Right. If Buyer fails to give such notice timely, the Termination Right shall automatically expire and shall no longer be part of this agreement, and Buyer shall be deemed to have accepted Property "as-is". The expiration of the Termination Right shall not, however, remove or terminate and other contingencies to which the Agreement may be subject, or limit any other rights which Buyer may have under this Agreement.

9. **BUILDING PERMIT:** This Agreement ☒ is ☐ is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate governmental authority to build on Property. If Buyer notifies Seller in writing within 30 days after the complete execution of this agreement that Buyer is unable to acquire all required licenses and permits for the appropriate governmental authority to build on Property, then in such event this Agreement shall terminate. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.

10. **REZONING:** This Agreement ☐ is ☒ is not contingent upon Property being rezoned to on or before the day of by the appropriate governmental authorities. For purposes herein, the term rezoned shall mean that the above referenced zoning has been fully approved by the appropriate governmental authority and any period to appeal such rezoning has expired without an appeal being filed. The ☐ Buyer ☐ Seller shall be responsible for pursuing such rezoning, and paying all associated costs. All rezoning applications shall be submitted to Seller for Seller's approval prior to filing, such approval shall not be unreasonably withheld. All parties agree to cooperate, to sign the necessary documents to support the rezoning application. If Buyer notifies Seller or Broker in writing within forty-eight hours after the above date that the Property cannot be so rezoned, then in such event this Agreement shall automatically terminate and Seller shall promptly refund the Earnest Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.

11. **WELL, SEPTIC TANK, SEWER AVAILABILITY:** It shall be the responsibility of the Buyer to obtain approval from the South Carolina Department of Health and Environmental Control or other proper South Carolina authority prior to closing in the event a well and/or septic tank is needed to be placed on the property.

In the event that the Buyer applies for well or septic tank approval and DHEC or other proper authority denies approval or issues a preliminary opinion showing that the property is not suitable for the installation of a well and/or a conventional septic system suitable for the Buyer's intended home or other structure, then in such event, the Buyer may elect to rescind this Agreement and receive a refund of the earnest money deposit. If the property is capable of being connected to a water and/or sewerage line maintained by a private or public utility for a normal tap fee and at a cost to complete tap not to exceed \$ 500, then in such event, the Buyer shall contact such authority to obtain confirmation that the subject property is properly tapped for water and sewer system or may be tapped into the water and sewerage system.

Seller represents that the property is connected to ☒ public water system or to ☐ septic tank or to ☐ public water or to ☐ well system or to ☐ other will be connected to public water/sewer

☒ BUYER ☐ BUYER ☒ SELLER ☐ SELLER HAVE READ THIS PAGE

Form 330 PAGE 2 OF 6

12. **SURVEY:** Upon the acceptance of this offer, the property shall be surveyed by a licensed surveyor at the expense of the ☒ BUYER ☐ SELLER. The surveyor shall set and mark all property lines, showing encroachments and easements. Property must be at least 1 or more at least 1 acres. The survey to be approved in writing by Buyer prior to closing. The purchase price is based upon 3 per acre (acre, sq. ft., or front ft.) and shall be adjusted in accordance with the survey set forth in such a survey, if applicable.

13. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on before see addendum, no later than 2:00 p.m. Time is of the essence. Seller and Buyer shall execute their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the HUD-1 settlement statement for the transaction for their review prior to closing.

14. **POSSESSION:** Possession of said property will be given to Buyer on the day of closing. Seller agrees to deliver property free of debris and in a clean condition. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

15. **CONDITION OF PROPERTY:** The Seller shall not render any timber, dirt, minerals or otherwise affect the condition of the property after the signing of this Agreement. All timber, dirt, minerals, etc., shall remain with the property and be a part of the property and be transferred to the Buyer. The Seller shall not bring any trash, refuse, debris, medical or hazardous waste, or other improper materials upon the property. In the event any condemnation proceeding is brought by any governmental authority, agency, utility, etc., prior to the closing, then the Buyer may elect to rescind the agreement.

16. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at 5 o'clock PM on January 23, 2007 unless renewed or accepted by Seller in written form prior to such time. Time is of the essence.

17. **SPECIAL STIPULATIONS:** The following stipulations concerning restrictions, and easements affecting desired use, drainage, hazardous waste, availability of water and sewer, and lot, wetlands study, subdivision, lot release, etc., should be included here. If conflicting with printed matter, the following stipulations shall control (See addendum if applicable).

18. **ADJUSTMENTS:** Taxes, water, all other governmental charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including HOA association fees, shall be adjusted as of the date of closing. Tax provisions pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be provided on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** The ☒ Buyer or the ☐ Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Provisions at closing shall be final.

19. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-6-633 (as amended) regarding withholding requirements on persons who are not residents of South Carolina as defined in the said statute.

20. **ROLLBACK TAXES (IF ANY):** When rollback taxes are subsequently determined and billed to the Buyer, the Seller and Buyer agree that the rollback taxes shall be paid by ☐ Buyer or ☒ Seller.

21. **FEEL OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

22. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 23), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust and said release are executed or until a court of competent jurisdiction dictates legal disposition.

☒ BUYER ☐ BUYER ☒ SELLER ☐ SELLER HAVE READ THIS PAGE

Page 330 PAGE 3 OF 6

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23. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Seller's fee of commission for this sale.

24. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies funded by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

25. **APPRAISED VALUE: (check one)**

☒ This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price.

☐ This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of proceeding with the consummation of the Agreement without regard to the amount of the appraisal valuation, or terminate the agreement without penalty.

26. **SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL PROTECTION MATTERS:** All reports and certifications called for by the lending agencies and any governmental body, by the Buyer concerning any special study area, wetlands or for any environmental protection matter shall be at the expense of the Buyer Seller in the event such studies are wanted or required, the studies must be furnished by the proper parties within 7 days of complete execution of the agreement. The Buyer and Seller must both access to all studies within five (5) days of receipt of the studies. If Buyer fails to meet these deadlines, Buyer is deemed to have waived any and all rights under this paragraph. If the Buyer is not satisfied with the results, the Seller shall have the option of correcting the problem. If the Seller elects not to correct the problem, the Buyer's obligations under this Agreement terminate.

27. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10 et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at Buyer's Seller's expense.

28. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of condition, express or implied, as to the physical condition of the property or as to condition of or existence of improvements, services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty or warranty concerning (a) any easements or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit to Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

29. **MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud.

Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

 BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

Form 330 PAGE 4 OF 6

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of an interpleader action to resolve earnest money disputes. The filing of a judicial action to enforce the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

30. ENTIRE BINDING AGREEMENT: This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, constitutes the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

31. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

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

33. EXTENSION AGREEMENT: If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, the parties agree to extend this agreement for a period not to exceed 30 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. *Handwritten initials: JH*

34. DISCLOSURE LAW: The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

35. NON-RELIANCE CLAUSE: Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not stipulated herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understood this Agreement and the meaning of its provisions. Parties are legally competent to enter into this contract and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

36. CONTINGENCIES: These stipulations shall prevail over matter herein: (attach and reference addendum if necessary) see addendum

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

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Form 330 PAGE 5 OF 8

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Red Bull-Less

JAN-23-2887 12:474 FROM:

UNCLASSIFIED; Page 1
TC 19974

P. 7-B

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

WITNESS: _____ Date _____ Time _____

BUYER: _____ Date: _____ Time: _____

WITNESS: _____ Date _____ Time _____

WITNESS	Date	Time

SELLER: _____ Date _____ Time _____

WITNESS _____ Date _____ Time _____

LISTING AGENT AND COMPANY

BEILING AGENT AND COMPANY

SELLING AGENT IS PRESENTING THIS OFFER AS A ☐ BUYER'S AGENT OR ☐ SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT Payable to A. Razo (Hard copy)

The foregoing form is available for use by the entire real estate community in the United States and is not intended to identify the user as a REALTOR. REALTORS are not members of the National Association of REALTORS, and the use of the word REALTOR is not intended to identify the user as a member of the National Association of REALTORS. The foregoing form may not be altered, revised, or reprinted without the prior written consent of the South Carolina Association of REALTORS.

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Form 330 PAGE 8 OF 8

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ADDENDUM



Date: 1-22-07

Seller: Ashton Development

Buyer: Remco of Myrtle Beach, LLC

In reference to ☒ AGREEMENT TO BUY AND SELL REAL ESTATE, ☐ RESIDENTIAL RENTAL AGREEMENT,
☐ COUNTER OFFER, ☐ OTHER _____ covering the ☐ real property,
☐ business, ☐ premises — commonly known as:

Lot 93 Block _____ Section _____ Subdivision _____ Red Bluff Village

Address Rte 208 and Hwy 171, P.O. Box 24

Tax Map # _____ 100-18-01-1-1-1-1 City _____ State _____ Zip _____

County of _____ State of South Carolina.

The undersigned Parties hereby agree as follows:

Seller agrees to sell 47 lots & 828,985 sq. ft. of land on Rte 208, Lot 85, Block 1 and Subdivision 100-18-01-1-1-1-1. And, Seller agrees to sell 47 lots & 828,985 sq. ft. of land on Rte 208, Lot 85, Block 1 and Subdivision 100-18-01-1-1-1-1. The Buyer agrees to provide the Seller with \$20,000 "hard" money to be provided back to the Seller upon the first and only closing. The Buyer agrees to close on all 47 lots within a period of 90 days after the Seller has completed closing of the first lot. The closing will be represented by a deed and 90 days. Buyer will close on Lot 93 immediately with the intention to build a model home. 1/2 of the earnest money (\$10,000.00) will be applied to the purchase of Lot 93. The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: _____

Date 1/24/07

Time 3:20

WITNESS: _____

Date _____

Time _____

BUYER: _____

Date _____

Time _____

WITNESS: _____

Date _____

Time _____

SELLER: _____

Date 1-24-07

Time 3:45 PM

WITNESS: _____

Date _____

Time _____

SELLER: _____

Date _____

Time _____

WITNESS: _____

Date _____

Time _____

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Form 300 PAGE 1 OF 1

Myrtle Beach 310 7th Ave Myrtle Beach, SC 29572
 Phone: (843) 445-4000 Fax: (843) 445-4292

Produced with PdfForm by HQ Formworks, LLC 10000 Peachtree Road, Suite 1000, Atlanta, GA 30339

Red Bluff Rem

Sep 26 2007 10:57AM

-399-7004

P. 2

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VER. 07 13:23 843-449-1248

MICHELE PADDY REFOCO

PAGE 02

MICHELE PADDY REFOCO

PAGE 02

MICHELE PADDY REFOCO

ATTORNEY AT LAW

1801 N. KINGS HIGHWAY
RAINBOW HARBOR, SUITE 204
MYRTLE BEACH SC 29577

POST OFFICE BOX 7448
MYRTLE BEACH, SC 29572

MPADDYLAW@SC.BR.COM

843/449-1247 (O)
843/449-1248 (P)

TITLE ORDER

TO: Wade 399-7004	FROM: Michele Paddy Refoco
-------------------	----------------------------

COUNTY: Harry

Search: CURRENT OWNER UPDATE

Sellers: N/A - Construction Loan

Buyers: RMS Home, LLC

Property:

Legal: Lots 9, 12, 40 in Cedar Woods

TMS: 180-32-01-009, 012, 040

Need By: RUSH 09/14/2007

Notes: *Update from Deed @ 2889 - 141.

Check cases (they should be dismissed and LP removed)

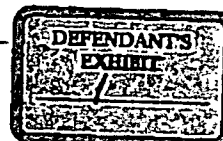
08-3138 (Lot 9), 08-3138 (Lot 12), 08-3145 (Lot 40).

Actually, please check all twelve cases. (12 cases attached.) Thanks! @

Thank!! @ JIR

*9/24 - Per Gene Connolly
the (6) lots are done
& (6) houses remain*

4/24/11/25



Lagoo

Sep 26 2007 10:57AM

-399-7004

p.3

09/24/2007 10:12

NICHELE PADDY REPODC

PAGE 03

FILE NO. BUYER Grubbs LLC

COUNTY Ala ADDRESS

VENTED IN E. P. A. Hous. LLC

BY DEED FROM Kelco, LLC

BOOK / PAGE 214/11 SHORT LEGAL Lot 2 10 x 40 Code 6000

INDEX 370/160 C-SHAP/PAREN NA-24-01-002 BR 010

CITY 20 05 PAYD UNPAID 0 7/20/04 1/20/04

COUNTY 20 05 PAYD UNPAID 0 6/20/04 1/6/04

DELINQUENT TAXES Mr. A. J. F. H.

ACQUIRED VALUE LAND VALUE BLDG VALUE

TRUST MORTGAGE / MORTGAGE 3 4

TRUSTEE MORTGAGEE Bank / LLC

BOOK / PAGE 470/123 DATE 10/3/05 AMOUNT 1,823,350

BOOK / PAGE

BOOK / PAGE MTG 52T @ 4852/2187

TRUST MORTGAGE / MORTGAGE

TRUSTEE MORTGAGEE

BOOK / PAGE DATE AMOUNT

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ALL TITLE SEARCHES ARE SUBJECT TO THE RECORDS OF HENRY AND GEORGE COUNTY RECORDS BEING FILED AND INDEXED CORRECTLY. SEARCHES ARE SUBJECT TO ANY ROLL BACK TAKEN REDUCED.

I HEREBY CERTIFY THAT THE INFORMATION ON THIS SEARCH IS CORRECT AS OF THE EFFECTIVE TIME AND DATE LISTED ABOVE.

ALYXIA PETITTO

Sep 26 2007 10:57AM

-399-7004

P. 4

09/24/2007 15:12 843-449-1248
843-449-1248

MICHELE PADDY REFOSC

PAGE 84

MICHELE PADDY REFOSC

PAGE 83

Lot 8

Case # 06 - 3134 - 2 - open
06 - 3135 - 9 - open
06 - 3136 - 12 - open
06 - 3137 - 14 - open
06 - 3138 - 15 - open
06 - 3139 - 27 - open
06 - 3140 - 28 - open
06 - 3141 - 32 - closed open
06 - 3142 - 35 - open
06 - 3143 - 36 - open
06 - 3144 - 39 - open
06 - 3145 - 40 - open

Filed 10-27-06

Michelle Paddy

Michele

6 lots

9, 12, 35, 36,

39, 40

MICHELE PADDY REFOSC
ATTORNEY AT LAW
843.449.1247 (O)
843.449.1248 (FX)
MPaddyLaw@sc.rr.com

3

FILED
Horry County, S.C.
2003 OCT -5 PM 11:57
BALLEARY V. SHUPPET
REGISTRAR OF DEED

Central Federal Bank
3019 Oak Street
Navyto Beach BC 29577

12-01-AMEND DATES LINE 8 FOR SUBMITTING LINE ONLY



MAXIMUM LEND. The amount of Indebtedness secured by this Mortgage, including the outstanding amount of the Note and all future advances shall at no time exceed the principal amount of \$1,223,750.00, plus interest, reasonable attorney's fees, court costs and the expenses to procure and protect the Property. Interest under the Note will be deferred, accrued or capitalized, but Lender shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE dated October 9, 2000, is made and executed between R.M.B. Morris, LLC, whose address is 7007 Bleda Beach Ln, Myrtle Beach, SC 29588-4408 (referred to below as "Borrower") and Coastal Federal Bank, whose address is 4881 Seaboard Boulevard, Myrtle Beach, SC 29582 (referred to below as "Lender").

[illegible]

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as is fully set forth herein.

The Real Property as its address is presently known as Providence Rd (Lots 1, 2, 3, 7, 8, 10, 12, 13, 14, 16, 17, 18, 21, 22, 23, 26, 28, 30, 33, 34, 36, 38, 39, 40, Cedar Woods S/O), Myrtle Beach, SC 29583. The Real Property has a non-homestead number is 180-00-00-000.

[illegible]

The substance covered by the article appears to concern having been paid in Atlanta, Ga. through a student body officer and through telephone means.

Date of transcription 1960

Granted priority status to Lenders from the Property. In addition, the

FUTURE ADVANCEMENT. In addition
advance are made pursuant to a
the Note, all future amounts loaned

DY: Robert White

in greater whether or not the
then to the amounts specified in
to determine shall survive an open

[illegible]

THE BORROWER, INCLUDING THE ASSIGNMENT OF RIGHTS AND THE SECURITY INTEREST IN THE RIGHTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE PROMISSORIES AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Subject to covenants provided in this Mortgage, Grantee shall pay to Lender all amounts required by this Mortgage as they become due and shall strictly perform all of Grantee's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantee agrees that Grantee's possession and use of the Property shall be governed by the following provisions:

Person and Use. That the assurance of an Estate of Detent, Grant and (1) return in possession and control of the Property (2) use, enjoyment and possession of the Property and (3) collect the rents from the Property.

Only to witness. Grantee shall maintain the Property in safe and sound condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

[illegible]

0730059 736

MORTGAGE
4246 1125

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

Leland Rex Harper and
Gloria S. Harper,

Plaintiffs,

vs.

R.M.B. Homes, LLC, a division of
REMCO of Myrtle Beach, Inc.,

Defendant,

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

CIVIL ACTION NO. 2006-CP-26-3134

ORDER

(Removing lis pendens as to six lots
and requiring lis pendens to remain
as to six lots)

HORRY COUNTY
01 AUG -2 AM 10:23
JUGINS
CLERK OF COURT

THIS MATTER IS BEFORE THE COURT based on Plaintiffs' filing of twelve Summons and Complaints concerning lots and houses which were built on six of the lots located in Surfside Beach, South Carolina. Plaintiffs have filed lis pendens on all the properties and currently the Defendant has built houses on six of the twelve lots. Plaintiffs have asked in their Complaints for specific performance because they had a contract with Defendant to build these homes at a sum certain price. The Defendant has requested the Court order removal of the lis pendens as not appropriate on at least six of the twelve lots because no houses have been built on those lots and because South Carolina law would not require the Defendant to build a home for the Plaintiffs if Plaintiffs win.

I. The Court will not require specific performance as a remedy for the six vacant lots.

As has been stated above, there are at least six lots which do not have houses on them. The Court can conceive of no set of circumstances where it would require the Defendant to build a house on those properties for the Plaintiffs. South Carolina has held that specific performance is an extraordinary remedy and should be granted only if there are no adequate remedies at law and specific performance of the contract is equitable between the parties. *Ingram v. Kurey's Assoc.*, 531

S.E.2d 287, 291 (2000). The rule is well settled in South Carolina that granting of specific performance is not a matter of absolute right, but rests in the sound discretion of the court guided by established principals and exercised on a consideration of all the circumstances of each case.

The Supreme Court has further held that in order to compel specific performance, a court must find: (1) there is clear evidence of a valid agreement; (2) the agreement has been partly carried into execution on one side with the approbation of the other; (3) a party who comes to compel performance has performed his or her part or has been and remains able and willing to perform his or her part of the contract. *McChesney v. Smith*, 105 S.C. 171 (1916).

In this case, Plaintiffs have an adequate remedy of law, at least as to the six lots which they claim should have houses built on them by the Defendant. If Plaintiffs claim that they have lost money such as profits, they could sue for those damages and recover. The requirement if there is no adequate remedy of law in this case has not been met at least as to the six vacant lots and the Plaintiffs' remedy is in damages before a jury. See *Ingram v. Kasey's Assoc.*, 531 S.E.2d 287 (2000).

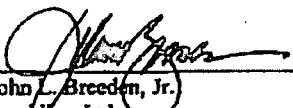
The Appellate Courts have also held that specific performance is not appropriate in certain cases. See *Campbell v. Carr*, 603 S.E.2d 625 (Ct. App. 2004) (wherein the Court denied a motion for specific performance because the contract price was inadequate). The Court finds this case persuasive because the lis pendens in this matter is filed on six vacant lots with the request by the Plaintiffs that certain houses be built by the Defendant. The Court can think of no circumstance by which it would require the Defendant to build a house on a vacant lot for the Plaintiffs. The remedy at law would be damages for the Plaintiffs. See *Ingram v. Kasey's Assoc.*, 531 S.E.2d 287, 291(2000).

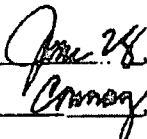
This holding is in accord with *Murray v. Northwestern R. Co.*, 42 S.E. Reporter 618 (1902) in which the South Carolina Supreme Court allowed specific performance in a very limited circumstance. In *Murray*, the Plaintiff had conveyed land for a train depot which was going to enhance the value of the plaintiff's surrounding property. The Court noted: "The Court cannot act as an architect, and another builder may be had, and damages for the increased cost and delay recovered in action at law for damages." 42 S.E. at 624. The Court further noted: "The true rule on the subject of decreeing the specific performance of a covenant in such cases is that where, from the nature of the relief sought, performance in specie will alone answer the purpose of justice, this Court will compel a specific performance instead of leaving a complainant to a remedy at law which is wholly inadequate." 42 S.E. at 619.

I find under the facts of this case that the Court cannot require the Defendant to build houses on the vacant lots for the Plaintiffs. There is an adequate remedy at law and this case is unlike *Murray* where the Plaintiff had no adequate remedy at law. Indeed, the Supreme Court in *Murray* noted that a court shall not act as a builder or architect when there was an adequate remedy at law. It seems clear to me that as to the six lots which already have houses built upon them that the lis pendens should remain in force and effect, and that as to the six lots where there are no houses built upon them the lis pendens should be released because the Plaintiffs have adequate remedy of law. Accordingly,

THE COURT ORDERS the lis pendens released on all property where the houses have not been built because the Plaintiffs have an adequate remedy of law and the specific performance cannot be had by the Plaintiffs to require the Defendants to build a house on each of those lots. Secondly, as to any property which there are currently houses built upon the property the lis pendens will remain in force and effect until this litigation is resolved.

AND IT IS SO ORDERED.


John L. Breeden, Jr.
Presiding Judge
Fifteenth Judicial Circuit


June 28, 2007
Mary South Carolina

EFFECTIVE DATE 1/7 FILE NO. _____ BUYER Construction Loan
COUNTY Horry ADDRESS _____
VESTED IN R. M. B. Homes, LLC
BY DEED FROM Kelco, LLC
BOOK / PAGE 219/141 SHORT LEGAL Lot 4 9, 12 x 40 Cedar Woods
TAXES 380/260 R-2 MAP / PARCEL MD-36-01-007, 012, 040
CITY 20 06 PAID / UNPAID \$ 477.16 / 477.16 / 481.74
COUNTY 20 05 PAID / UNPAID \$ 6.18 / 6.18 / 6.18
DELINQUENT TAXES No Delq. File
ASSESSED VALUE _____ LAND VALUE _____ BLDG VALUE _____
FIRST MORTGAGE / UCC 1: MORTGAGOR R. M. B. Homes, LLC
TRUSTEE _____ MORTGAGEE Kelco, LLC
BOOK / PAGE 477/141 DATE 10/3/05 AMOUNT \$ 1,273,750
ASSIGNED TO _____ BOOK / PAGE _____
SUB OR MOD BOOK / PAGE mtg sat @ 4852/2187
SECOND MORTGAGE / UCC 1: MORTGAGOR _____
TRUSTEE _____ MORTGAGEE _____
BOOK / PAGE _____ DATE _____ AMOUNT _____
ASSIGNED TO _____ BOOK / PAGE _____
SUB OR MOD BOOK / PAGE _____
THIRD MORTGAGE / UCC 1: MORTGAGOR _____
TRUSTEE _____ MORTGAGEE _____
BOOK / PAGE _____ DATE _____ AMOUNT _____
ASSIGNED TO _____ BOOK / PAGE _____
SUB OR MOD BOOK / PAGE _____
JUDGMENTS / LIENS: TYPE All loans still open AMOUNT \$ _____
BOOK / PAGE _____ REC'D _____
JUDGMENTS / LIENS: TYPE _____ AMOUNT \$ _____
BOOK / PAGE _____ REC'D _____
RESTRICTIONS: _____ DECLARATIONS: _____ MASTER DEED _____
BOOK / PAGE _____ AM _____ AM _____
CLAT BOOK / PAGE 207/146 AM _____ AM _____
EASEMENTS: BOOK / PAGE _____
NOTES: _____

ALL TITLE SEARCHES ARE SUBJECT TO THE RECORDS OF Horry AND GEORGETOWN COUNTIES BEING FILED AND INDEXED CORRECTLY. SEARCHES ARE SUBJECT TO ANY ROLL BACK TAXES ISSUED.

I HEREBY CERTIFY THAT THE INFORMATION ON THIS SEARCH IS CORRECT AS OF THE EFFECTIVE TIME AND DATE STATED ABOVE.

W. J. Schaffer
WADE SCHAFFNER

ALYSSA PETITTO

Case # 06 - 3134 - 2 - open
 06 - 3135 - 9 - open
 06 - 3136 - 12 - open
 06 - 3137 - 14 open
 06 - 3138 - 15 open
 06 - 3139 - 27 open
 06 - 3140 - 28 open
 06 - 3141 - 32 - copied open
 06 - 3142 - 35 open
 06 - 3143 - 36 open
 06 - 3144 - 39 open
 06 - 3145 - 40 open

Filed 6-27-06

Michelle Paddy

Result Row: <Prev 1 of 35 Next>

Instrument # <Prev 2007000027427 Next>

Document Navigation by Pages:

<Previous Document - Next Document>

Booktype: Mortgage

Book: 4852 Page: 2187

Document Type:	(011) MORTGAGE SATISFACTION
Modified Date:	2/22/2007 9:22:20 AM
Record Date:	2/21/2007 4:16:55 PM
MORTGAGOR:	R M B HOMES LLC (2/22/2007 8:29:30 AM)
MORTGAGEE:	COASTAL FEDERAL BANK (2/22/2007 8:29:30 AM)
Book Type:	MTG
Book / Page:	4852 / 2187
# of Pages:	1
Previous Related Docs:	4246/1125

Note: Empty fields are not shown
Direct External Link to this Document

<http://www.horrycounty.org/oncoreweb/details.aspx?id=682597&m=0&pi=0&ref=search> 9/24/2007

//

Receipt# 2006 155617 *** REAL ESTATE NOTICE ***
 Map# 190 36 01 009

Name: RMB HOMES LLC

Entered 10/02/2006

Paid 1/09/2007

478.06 BK

00000

PO BOX 30968

MYRTLE BEACH SC

295880000

District: 600 SOCASTEE

Ratio	ACRES	LOTS	Land Value	# Bld.	Bld. Value	
Res.						
Farm						
Other	6	1.0	39,000			
Description:	CEDAR WOODS SUBD EAST LOT 9					
City	County	Spec	City Tax	County Tax	WSFD	Extra Fees
181.6	22.7		424.94	53.12		478.06
Tax After Exemption			424.94	53.12		478.06
Jan Amt.		Feb Amt.		Mar Amt.		
Pen Due:		Fee Due:		Int Due:		TOTAL
Comment:						

Cmd 1-New Name Cmd 7-End Job

PAID

Cmd 19-FEE INQ

Receipt# 2001 260988
Map# 190 36 01 009

*** REAL ESTATE NOTICE ***

Entered 11/14/2006

Name: RMB HOMES LLC

Paid 1/16/2007

6.88 R5

00030

7007 BLADE BEACK LANE

MYRTLE BEACH SC

295880000

District: 600 SOCASTEE

Ratio	ACRES	LOTS	Land Value	# Bld.	Bld. Value		
Res.							
Farm							
Other							
Description:	CEDAR WOODS SUBD EAST	LOT 9					
City	County	Spec	City Tax	County Tax	WSFD	Extra Fees	Total
175.8	20.9		6.15	6.15	.73		6.88
Tax After Exemption			6.15	6.15	.73		6.88
Jan Amt.		Feb Amt.		Mar Amt.		TOTAL	
Pen Due:		Fee Due:		Int Due:			
Comment:							

Cmd 1-New Name Cmd 7-End Job

PAID
Cmd 19-FEE INQ

Receipt# 2006 155619 *** REAL ESTATE NOTICE ***
 Map# 190 36 01 012

Name: RMB HOMES LLC

Entered 10/02/2006

Paid 1/09/2007

478.06 BK

00000

PO BOX 30968
 MYRTLE BEACH SC 295880000
 District: 600 SOCASTEE

Ratio	ACRES	LOTS	Land Value	# Bld.	Bld. Value	
Res.						
Farm						
Other	6	1.0	39,000			
Description: CEDAR WOODS SUBD EAST LOT 12						
City	County	Spec	City Tax	County Tax	WSFD	Extra Fees
181.6	22.7		424.94	424.94	53.12	53.12
Tax After Exemption						
			424.94	53.12		
Jan Amt.			Feb Amt.		Mar Amt.	
Pen Due:			Fee Due:		Int Due:	
Comment:					TOTAL	
					478.06	
					478.06	

Cmd 1-New Name Cmd 7-End Job

PAID

Cmd 19-FEE INQ

71

Receipt# 2001 260991 *** REAL ESTATE NOTICE ***
Map# 190 36 01 012

Name: RMB HOMES LLC

Entered 11/14/2006

Paid 1/16/2007

6.88 R5

00030

7007 BLADE BEACK LANE

MYRTLE BEACH SC

295880000

District: 600 SOCASTEE

Ratio	ACRES	LOTS	Land Value	# Bld.	Bld. Value	
Res.						
Farm						
Other						
Description:	CEDAR WOODS SUBD EAST	LOT 12				
City	County	Spec	City Tax	County Tax	WSFD	Extra Fees
175.8	20.9		6.15		.73	6.88
Tax After Exemption			6.15		.73	6.88
Jan Amt.			Feb Amt.			Mar Amt.
Pen Due:			Fee Due:		Int Due:	TOTAL
Comment:						

Cmd 1-New Name Cmd 7-End Job

PAID
Cmd 19-FEE INQ

Receipt# 2006 101854 *** REAL ESTATE NOTICE ***
 Map# 190 36 01 040

Name: KELCO LLC

Entered 10/02/2006

Paid 1/16/2007

481.74 R5

00030

742 HWY 501

CONWAY

SC

295260000

District: 600 SOCASTEE

Ratio	ACRES	LOTS	Land Value	# Bld.	Bld. Value	
Res.						
Farm						
Other	6	1.0	39,300			
Description:	CEDAR WOODS SUBD EAST LOT 40					
City	County	Spec	City Tax	County Tax	WSFD	Extra Fees
181.6	22.7		428.21	53.53		481.74
Tax After Exemption			428.21	53.53		481.74
Jan Amt.		Feb Amt.		Mar Amt.		
Pen Due:		Fee Due:		Int Due:		TOTAL
Comment:						

Cmd 1-New Name Cmd 7-End Job

PAID

Cmd 19-FEE INQ

Receipt# 2001 261019 *** REAL ESTATE NOTICE ***

Map# 190 36 01 040

Entered 11/14/2006

Name: KELCO LLC

Paid 1/16/2007

6.88 R5

00030

742 HWY 501

CONWAY

SC

295260000

District: 600 SOCASTEE

Ratio	ACRES	LOTS	Land Value	# Bld.	Bld. Value	
Res.						
Farm						
Other						
Description:	CEDAR WOODS SUBD EAST	LOT 40				
City	County	Spec1	City Tax	County Tax	WSFD	Extra Fees
175.8	20.9		6.15		.73	6.88
Tax After Exemption			6.15		.73	6.88
Jan Amt.			Feb Amt.			Mar Amt.
Pen Due			Fee Due:		Int Due:	TOTAL
Comment:						

Cmd 1-New Name Cmd 7-End Job

PAID
Cmd 19-FEE INQ

527598

FILED
HORRY COUNTY, S.C.
2005 OCT -5 PM 1:56
BALLEW V. SKIPPER
REGISTRAR OF DEEDS

State of South Carolina
County of Horry

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Kelco, LLC, (hereinafter called "Grantor"), in consideration of Eight Hundred Sixty Two Thousand Five Hundred and 00/100 Dollars (\$862,500.00), to the Grantor in hand paid at and before the sealing of these presents, by R.M.B. Homes, LLC (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto

R.M.B. Homes, LLC, its successors and/or assigns

SEE PROPERTY DESCRIPTION RIDER

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 7007 Blade Beach Lane
Myrtle Beach, SC 29588

TMS No.: SEE PROPERTY DESCRIPTION RIDER

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

STATE 2242 COUNTY 948
EXEMPT YES NO
ASSESSOR

DEED
2989 0141

141 2

18

WITNESS the Grantor's hands and seals this the 30th day of September, 2005.

SIGNED, SEALED AND DELIVERED
in the presence of:

Brenda R. [Signature]
Witness sign here
D&L [Signature]
Notary sign here

Kelco, LLC
BY: [Signature] 11/2/05
S&S [Signature] 11/2/05

State of South Carolina)

PROBATE

County of Horry)

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Kelco, LLC sign, seal, and, as their act and deed, deliver the within-written Title to Real Estate, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 30th day of September, 2005.

[Signature]
Witness sign here
D&L [Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 5/22/10

STATE OF SOUTH CAROLINA

AFFIDAVIT

COUNTY OF HORRY

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says: Lots 1, 2, 3; 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 28, 29, 30, 33, 35, 36, 38, 39 and 40, Horry County, South Carolina, TMS # _____ was transferred by Kelco, LLC to R. M. B. Homes, LLC on September 30, 2005,

The transaction was (Check One):

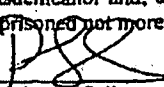
☒ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$ 862,500.00.

☐ not an arm's length real property transaction and the fair market value of the property is \$ _____

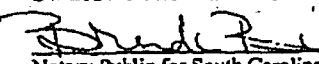
The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et seq. because the deed is. Transfer of real estate from individuals to business.

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

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


Purchaser, Seller or Legal
Representative of Seller

SWORN to before me this 30th day of September, 2005.


Notary Public for South Carolina
My Commission Expires: 1-19-06
(SEAL)

20

PROPERTY DESCRIPTION RIDER

All those certain pieces, parcels, or lots of land situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lots 1, 2, 3, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 28, 29, 30, 33, 35, 36, 38, 39 and 40 on a Plat of Cedar Woods Subdivision East prepared for Kelco, L.L.C., by Blanton Land Surveying, Inc., dated 03/31/2005 and recorded 08/30/2005 in the Office of the Horry County Register of Deeds in Plat Book 207 at Page 146, reference to which is craved for a more complete description of the metes and bounds.

This being a portion of the property conveyed to KELCO, LLC, by Deed of Angelina Moore, Theresa Blankenship, Kathleen Small Lopez, Carolyn Harvin, Zella Small, Vivian Phillips, Jeanne Small-Fish, Edith Carr, Tina Taylor, and Jake Small, Jr., dated 11/05/2004 and recorded 11/15/2004 in Deed Book 2821 at Page 0669.

Lot #	TMS #	Lot #	TMS #	Lot #	TMS #	Lot #	TMS #
1	190-38-01-001	12	190-38-01-012	21	190-38-01-021	33	190-38-01-033
2	190-38-01-002	13	190-38-01-013	22	190-38-01-022	35	190-38-01-035
3	190-38-01-003	14	190-38-01-014	23	190-38-01-023	36	190-38-01-036
7	190-38-01-007	15	190-38-01-015	28	190-38-01-028	38	190-38-01-038
9	190-38-01-009	16	190-38-01-016	29	190-38-01-029	39	190-38-01-039
10	190-38-01-010	17	190-38-01-017	30	190-38-01-030	40	190-38-01-040
		18	190-38-01-018				

HORRY COUNTY ASSESSOR

All Above

Map Blk Parcel
106-052

144

21

EXEMPT

539524

WHEREAS, on October 5, 2005 in Deed Book 2989 at Page 141 and October 6, 2005 in Deed Book 2989 at Page 1071 the Grantors herein conveyed to the Grantees herein several lots, and

WHEREAS, It was the intent of the Grantors to also convey Lots 11 and 27, which was omitted, and

WHEREAS, the Grantors now desire to convey lots 11 and 27 to the Grantee

State of South Carolina)

County of Horry)

TITLE TO REAL ESTATE
CORRECTIVE DEED

FILED
HORRY COUNTY, S.C.
2006 APR 17 AM 11
DALE E. HOWE
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS, that Kelco, LLC, (hereinafter called "Grantor"), in consideration of Five and 00/100 Dollars (\$5.00), to the Grantor in hand paid at and before the sealing of these presents, by R.M.B. Homes, LLC (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto

R.M.B. Homes, LLC, its successors and/or assigns

All and Singular, those certain pieces, parcels or lots of land, situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lots 11 and 27 on a Plat of Cedar Woods Subdivision East prepared for Kelco, L.L.C., by Blanton Land Surveying, Inc., dated March 31, 2005 and recorded August 30, 2005 in the Office of the Horry County Register of Deeds in Plat Book 207 at page 146, reference to which is craved for a more complete description of the metes and bounds.

This being a portion of the property conveyed to Kelco, LLC by Deed of Angelina Moore, Theresa Blankenship, Kathleen Small Lopez, Carolyn Harvin, Zella Small, Vivian Phillips, Jeanne Small-Fish, Edith Carr, Tina Taylor, and Jake Small, Jr., dated November 5, 2004 and recorded November 15, 2004 in Deed Book 2821 at page 669.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 7007 Blade Beack Lane
Myrtle Beach, SC 29588

DEED
3080 0260

HORRY COUNTY ASSESSOR

190-36-01-0114027

Map Bk Parcel

4-18-06 L

208

22

TMS No.: _____

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hands and seals this the 10th day of March, 2006.

SIGNED, SEALED AND DELIVERED
in the presence of:


Witness sign here


Notary sign here

BY:  Kelco, LLC

State of South Carolina)

County of Horry)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Kelco, LLC sign, seal, and, as its act and deed, deliver the within-written Title to Real Estate, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 10th day of March, 2006.


Witness sign here

 (SEAL)
Notary Public for South Carolina
My Commission Expires: 5/22/10

STATE OF SOUTH CAROLINA

AFFIDAVIT

COUNTY OF HORRY

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says: Lot 11 and 27 of Cedar Woods Subdivision, TMS # _____ transferred by Kelco, LLC to R.M.B. Homes, LLC on March 10, 2006.

The transaction was (Check One):

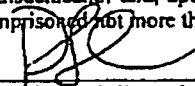
____ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$.

x not an arm's length real property transaction and the fair market value of the property is \$64,000.00.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et seq. because the deed is. Corrective deed

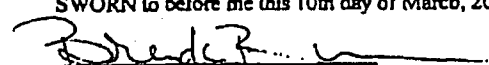
As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as grantee.

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



Purchaser, Seller or Legal
Representative of Seller

SWORN to before me this 10th day of March, 2006.



Notary Public for South Carolina
My Commission Expires: 12-28-15
(SEAL)

FILED
HORRY COUNTY, S.C.

2885 OCT -5 PM 1:57

BALLERY V SKIPPER
REGISTRAR OF DEEDS

577528

WHEN RECORDED MAIL TO:

Coastal Federal Bank
2419 Oak Street
Myrtle Beach SC 29577

SPACE ABOVE THIS LINE IS FOR RECORDS USE ONLY



0748

MORTGAGE

MAXIMUM LIEN. The amount of indebtedness secured by this Mortgage, including the outstanding amount of the Note and all future advances shall at no time exceed the principal amount of \$1,293,780.00, plus interest, reasonable attorneys' fees, court costs and the expenses to preserve and protect the Property. Interest under the Note will be deferred, accrued or capitalized, but Lender shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE dated October 3, 2005, is made and executed between R.M.B. Homes, LLC, whose address is 7007 Blade Bank Ln, Myrtle Beach, SC 29589-4408 (referred to below as "Grantor") and Coastal Federal Bank, whose address is 4801 Seaside Boulevard, Myrtle Beach, SC 29588 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or placed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights including stock in ditch (with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation of minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Horry County, State of South Carolina:

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as: Froewoods Rd (Lots 1, 2, 3, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 26, 28, 30, 33, 36, 38, 39, 40, Cedar Woods S/D), Myrtle Beach, SC 29588. The Real Property tax identification number is 180-00-08-008.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon. This Mortgage shall remain an open mortgage of record to secure future advances in accordance with Section 29-3-40, as amended, Code of Laws of South Carolina (1976) even if the event all sums secured by this Mortgage may be fully paid at any one time; however, upon request of Grantor, Lender will cause this Mortgage to be released and cancelled of record upon full payment of all indebtedness then owing, and upon such cancellation of this Mortgage of record, this Mortgage shall become null and void. Such release shall be without charge to Grantor; however, Grantor shall pay all costs of recordation, if any, and of documentary stamps due on the Note evidencing future advances secured by this Mortgage.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purpose only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances—Grantor hereby—(1)—releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender

MORTGAGE
4246 1125

1125

26

**MORTGAGE
(Continued)**

as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all adding and future improvements, buildings, structures, mobile homes affixed on the Real Property, (additions, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, earned interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly incurred by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means Coastal Federal Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated October 3, 2005, in the original principal amount of \$648,878.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinements of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and rentals of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issue, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

R.M.S. HOMES, LLC

By: [Signature]
Jason M. Marshall, Manager of R.M.S. HOMES, LLC

Signed, acknowledged and delivered in the presence of:

X [Signature]
Witness: [Signature]

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF SC

COUNTY OF Horry

PERSONALLY appeared before me and made oath that he or she saw the within-named Grantor(s) sign, seal, and, as he or she set and deed, deliver the within-written Mortgage for the uses and purposes therein mentioned, and that he or she with the other witnesses subscribed above witnessed the execution thereof.

[Signature]
(Witness)

SWORN to before me this 3rd

day of October, A.D. 20 05

[Signature] (Notary)

My Commission expires: MICHELLE PADDY REEDSON

NOTARY PUBLIC 1st SOUTH CAROLINA

My Commission Expires: 8 September 2011

WAIVER OF APPRAISAL RIGHTS

This WAIVER OF APPRAISAL RIGHTS is attached to and by this reference is made a part of the Mortgage, dated October 3, 2008, and executed in connection with a loan or other financial accommodations between COASTAL FEDERAL BANK and R.M.E. Homes, LLC.

The Laws of the State of South Carolina provide that in any real estate foreclosure proceeding a deficiency against whom a personal judgment is taken is not to be paid, within thirty (30) days after the sale of the mortgaged property, to the court for an order of appraisal. The statutory appraisal value as approved by the court could then be substituted for the high bid at the foreclosure sale which may decrease the amount of any deficiency owed. The undersigned hereby agrees to WAIVE AND RELINQUISH THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THAT THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT, REGARDLESS OF THE APPRAISED VALUE OF ANY OF THE MORTGAGED PROPERTY.

THIS WAIVER OF APPRAISAL RIGHTS IS EXECUTED ON OCTOBER 3, 2008.

GRANTOR:

R.M.E. HOMES, LLC

By: 

Robert M. Edwards, Manager of R.M.E. Homes, LLC

EXHIBIT "A" - Legal Description

All those certain pieces, parcels, or lots of land situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lots 1, 2, 3, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 30, 33, 35, 36, 38, 39, and 40 as a Plat of Cedar Woods Subdivision East prepared for Kelco, L.L.C., by Binsten Land Surveying, Inc., dated 03/31/2005 and recorded 08/30/2005 in the office of the Horry County Register of Deeds in Plat Book 197 at page 146, references to which is craved for a more complete description of the acres and bounds.

DERIVATION: This being a portion of the property conveyed to KIELCO, LLC, by Deed of Angelina Moore, Thomas Blakenship, Kathleen Small-Lopez, Carolyn Harvin, Zella Small, Vivian Phillips, Jeanne Small-Fish, Edith Carr, Tina Taylor, and Jake Small, Jr., dated 11/05/2004 and recorded 11/15/2004 in Deed Book 2821 at page 6669.

Lot #	TMS#	Lot #	TMS#	Lot #	TMS#	Lot #	TMS#
1	190-36-01-001	11	190-36-01-011	21	190-36-01-021	31	190-36-01-031
2	190-36-01-002	12	190-36-01-012	22	190-36-01-022	32	190-36-01-032
3	190-36-01-003	13	190-36-01-013	23	190-36-01-023	33	190-36-01-033
4	190-36-01-004	14	190-36-01-014	24	190-36-01-024	34	190-36-01-034
5	190-36-01-005	15	190-36-01-015	25	190-36-01-025	35	190-36-01-035
6	190-36-01-006	16	190-36-01-016	26	190-36-01-026	36	190-36-01-036
7	190-36-01-007	17	190-36-01-017	27	190-36-01-027	37	190-36-01-037
8	190-36-01-008	18	190-36-01-018	28	190-36-01-028	38	190-36-01-038
9	190-36-01-009	19	190-36-01-019	29	190-36-01-029	39	190-36-01-039
10	190-36-01-010	20	190-36-01-020	30	190-36-01-030	40	190-36-01-040

Res: 29F9/141

1131

28

HUGHY BUCHANAN

2006-2008

CONJUGATION DES VERBES

GRANTOR shall be deemed to have accepted the proposed project and the 100%
BOLAR (1.00) and other studies completed, the proposed agency or entity shall proceed.

[illegible][illegible][illegible]

BY VERIFICATION OF this instrument with the title to the above described property (including of land and buildings) and entering on Grantor and owner of same, a record of said instrument and of its contents in the public office of the County Clerk of said County, and as the same may hereafter be located in such property. This instrument is hereby acknowledged, by Grantor. Each Grantor has executed this instrument in the name and has affixed its corporate seal hereto, by its officers, duly authorized to do so, on the day and year first written above.

OWNER

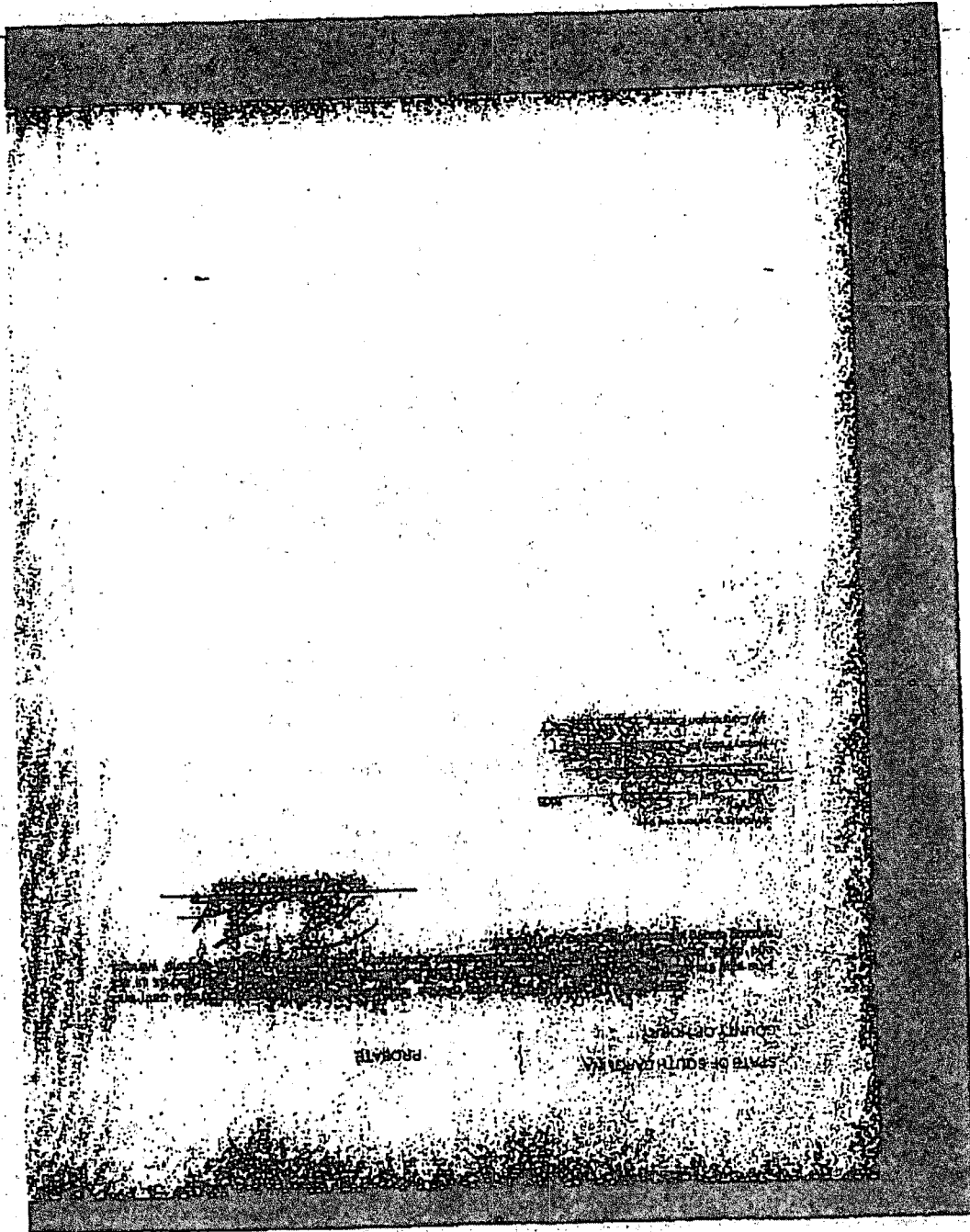
By R. B. Baker

For: Owner

DEPT
3102 0870

1

30



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

PROBATE

STATE OF CALIFORNIA

IN SENATE
JANUARY 2, 1962
REPORT OF THE
COMMISSIONER OF
THE STATE OF CALIFORNIA
ON THE
PROBATE



PROPERTY DESCRIBED HEREIN

1. Name of the person: [REDACTED]
 2. Address: [REDACTED]
 3. City: [REDACTED]
 4. State: [REDACTED]
 5. Zip: [REDACTED]
 6. Date: [REDACTED]
 7. Signature: [REDACTED]
 8. Printed name: [REDACTED]
 9. Title: [REDACTED]
 10. Organization: [REDACTED]
 11. Address: [REDACTED]
 12. City: [REDACTED]
 13. State: [REDACTED]
 14. Zip: [REDACTED]
 15. Date: [REDACTED]
 16. Signature: [REDACTED]
 17. Printed name: [REDACTED]
 18. Title: [REDACTED]
 19. Organization: [REDACTED]

[illegible]

UNITED STATES DEPARTMENT OF JUSTICE

Time	Rate	Power	Temp	Pressure
1	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00
11	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00
16	100.00	100.00	100.00	100.00
17	100.00	100.00	100.00	100.00
18	100.00	100.00	100.00	100.00
19	100.00	100.00	100.00	100.00
20	100.00	100.00	100.00	100.00
21	100.00	100.00	100.00	100.00
22	100.00	100.00	100.00	100.00
23	100.00	100.00	100.00	100.00
24	100.00	100.00	100.00	100.00
25	100.00	100.00	100.00	100.00
26	100.00	100.00	100.00	100.00
27	100.00	100.00	100.00	100.00
28	100.00	100.00	100.00	100.00
29	100.00	100.00	100.00	100.00
30	100.00	100.00	100.00	100.00
31	100.00	100.00	100.00	100.00
32	100.00	100.00	100.00	100.00
33	100.00	100.00	100.00	100.00
34	100.00	100.00	100.00	100.00
35	100.00	100.00	100.00	100.00
36	100.00	100.00	100.00	100.00
37	100.00	100.00	100.00	100.00
38	100.00	100.00	100.00	100.00
39	100.00	100.00	100.00	100.00
40	100.00	100.00	100.00	100.00
41	100.00	100.00	100.00	100.00
42	100.00	100.00	100.00	100.00
43	100.00	100.00	100.00	100.00
44	100.00	100.00	100.00	100.00
45	100.00	100.00	100.00	100.00
46	100.00	100.00	100.00	100.00
47	100.00	100.00	100.00	100.00
48	100.00	100.00	100.00	100.00
49	100.00	100.00	100.00	100.00
50	100.00	100.00	100.00	100.00
51	100.00	100.00	100.00	100.00
52	100.00	100.00	100.00	100.00
53	100.00	100.00	100.00	100.00
54	100.00	100.00	100.00	100.00
55	100.00	100.00	100.00	100.00
56	100.00	100.00	100.00	100.00
57	100.00	100.00	100.00	100.00
58	100.00	100.00	100.00	100.00
59	100.00	100.00	100.00	100.00
60	100.00	100.00	100.00	100.00
61	100.00	100.00	100.00	100.00
62	100.00	100.00	100.00	100.00
63	100.00	100.00	100.00	100.00
64	100.00	100.00	100.00	100.00
65	10			

Sep 26 2007 10:57AM

-399-7004

P. 2

89/24/2007 16:12 843-449-1248
VOTER REG/ 13133 E43-449-1248

MICHELE PADDY REPOSCO

PAGE 02

MICHELE PADDY REPOSCO

PAGE 02

MICHELE PADDY REPOSCO

ATTORNEY AT LAW

1001 N. KINGS HIGHWAY
RAINBOW HARBOR, SUITE 204
MYRTLE BEACH, SC 29577

POST OFFICE BOX 7848
MYRTLE BEACH, SC 29572

MPADDYLAW@SC.22.COM

843/449-1248 (O)
843/449-1248 (P)

TITLE ORDER

TO: Wade 399-7004	FROM: Michele Paddy Repasco
-------------------	-----------------------------

COUNTY: Henry

Search: CURRENT OWNER UPDATES

Sellers: N/A - Construction Loan

Buyers: REDA HARBOR, LLC

Property:

Legal: Lot 9, 12, 40 in Cedar Woods

TMS: 100-32-01-002, 012, 040

Need By: RUSH 09/10/2007

Notes: Update from David @ 2009 - 141.

Check cases (they should be dismissed and LP removed)

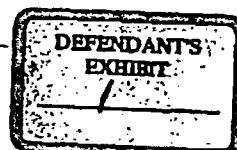
09-3198 (Lot 9), 09-3198 (Lot 12), 09-3148 (Lot 40).

Actually, please check all active cases (files 100-32-01-002, 012, 040 attached.) Thanks! @

Thanked! @ Jill

424 - Per Gene Connell
the (6) lots are done
& (6) houses remain

424/11/25



Logan

p. 3

६४५१७५१२५१

MIDDLE PADDY REFUSE

PAGE 85

89/24/2067 26:12 642-100-247
MICHELE PADDY REFUSE
FILE NO. BUYER *Carthage, Inc.*

COUNTY Alameda ADDRESS Alameda

UNITED IN C. A. A. Harr. LLC

BY DEED FROM Kelco, Inc

BOOK PAGE 24/24

INSD 370/660 8-1 MAP/PARTIAL MO-36-11-100 4- 44

35 45 *Handwritten signature*

COUNTY

DELINQUENT FAMILIES Mr. B.S. Fila

ADDED VALUE _____ LAND VALUE _____ NET VALUE _____

UNIT 1: THE HISTORY OF THE UNITED STATES

100-443887-100

BOOK / PAGE 471 / 500 DATE 10/3/85 AMOUNT \$ 187.37

BOOK / PAGE

FILE OR HOLD ROOM / PAGE 0110 587 94852 2

RECEIVED BORTLAND / DEC 1: KORTGASON

THURSDAY **HORTEN**

BOOK / PAGE DATE AMOUNT

RETURNED TO _____ BOOK / PAGE _____

FILE OR HOD BOOK / PAGE

THREE MONTAGNE / UCCAL MONTAGNARD

TRUSTEE MORTUARY

BOOK / PAGE _____ DATE _____ AMOUNT _____

RECEIVED TO _____ BOOK / PAGE _____

FORM NO. 100-1000 / PAGE

PURCHASE ORDER NUMBER FPI SA/line SA/line AMOUNT \$

CONFIDENTIAL

DATE	DESCRIPTION	AMOUNT
1968-12-15	...	...
1968-12-16	...	...
1968-12-17	...	...
1968-12-18	...	...
1968-12-19	...	...
1968-12-20	...	...
1968-12-21	...	...
1968-12-22	...	...
1968-12-23	...	...
1968-12-24	...	...
1968-12-25	...	...
1968-12-26	...	...
1968-12-27	...	...
1968-12-28	...	...
1968-12-29	...	...
1968-12-30	...	...
1968-12-31	...	...

BOOK / PAGE _____ REC'D _____

1941-1942 1943-1944 1945-1946

THE

ALL TITLE SEARCHED ARE SUBJECT TO THE RECORDS OF HENRY AND COLUMBIA COUNTY, BEING FILED AND

I HEREBY CERTIFY THAT THE INFORMATION ON THIS SEARCH IS CORRECT AS OF THE EFFECTIVE TIME AND DATE

6/1/17

ALYSSA PETTY

ALVIN KATZ

2

Sep 26 2007 10:57AM

-398-7004

P. 4

09/24/2007 15:12 843-449-1248
006-449-1248

MICHELE PADDY REFOSSO

PAGE 84

MICHELE PADDY REFOSSO

PAGE 83

Lot 8

Case # 06 - 3134 - 2 - open
06 - 3135 - 9 - open
06 - 3136 - 12 - open
06 - 3137 - 14 - open
06 - 3138 - 15 - open
06 - 3139 - 27 - open
06 - 3140 - 28 - open
06 - 3141 - 32 - copied open
06 - 3142 - 35 - open
06 - 3143 - 36 - open
06 - 3144 - 39 - open
06 - 3145 - 40 - open

Filed 10-27-06

Michele Paddy

Michele

6 lots
9, 12, 35, 36,
39, 40

MICHELE PADDY REFOSSO
ATTORNEY AT LAW
843.449.1247 (O)
843.449.1248 (FX)
MPaddyLaw@sc.rr.com

3

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

Leland Rex Harper and
Gloria S. Harper,

Plaintiffs,

vs.

R.M.B. Homes, LLC, a division of
REMCO of Myrtle Beach, Inc.,

Defendant,

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

CIVIL ACTION NO. 2006-CP-26-3134

ORDER

(Removing lis pendens as to six lots
and requiring lis pendens to remain
as to six lots)

HORRY COUNTY
01 AUG -2 AM 10:23
JULIUS
CLERK OF COURT

THIS MATTER IS BEFORE THE COURT based on Plaintiffs' filing of twelve Summons and Complaints concerning lots and houses which were built on six of the lots located in Surfside Beach, South Carolina. Plaintiffs have filed lis pendens on all the properties and currently the Defendant has built houses on six of the twelve lots. Plaintiffs have asked in their Complaints for specific performance because they had a contract with Defendant to build these homes at a sum certain price. The Defendant has requested the Court order removal of the lis pendens as not appropriate on at least six of the twelve lots because no houses have been built on those lots and because South Carolina law would not require the Defendant to build a home for the Plaintiffs if Plaintiffs win.

1. The Court will not require specific performance as a remedy for the six vacant lots.

As has been stated above, there are at least six lots which do not have houses on them. The Court can conceive of no set of circumstances where it would require the Defendant to build a house on those properties for the Plaintiffs. South Carolina has held that specific performance is an extraordinary remedy and should be granted only if there are no adequate remedies at law and specific performance of the contract is equitable between the parties. *Ingram v. Kusey's Assoc.*, 531

S.E.2d 287, 291 (2000). The rule is well settled in South Carolina that granting of specific performance is not a matter of absolute right, but rests in the sound discretion of the court guided by established principals and exercised on a consideration of all the circumstances of each case.

The Supreme Court has further held that in order to compel specific performance, a court must find: (1) there is clear evidence of a valid agreement; (2) the agreement has been partly carried into execution on one side with the approbation of the other; (3) a party who comes to compel performance has performed his or her part or has been and remains able and willing to perform his or her part of the contract. *McChasney v. Smith*, 105 S.C. 171 (1916).

In this case, Plaintiffs have an adequate remedy of law, at least as to the six lots which they claim should have houses built on them by the Defendant. If Plaintiffs claim that they have lost money such as profits, they could sue for those damages and recover. The requirement if there is no adequate remedy of law in this case has not been met at least as to the six vacant lots and the Plaintiffs' remedy is in damages before a jury. See *Ingram v. Kasey's Assoc.*, 531 S.E.2d 287 (2000).

The Appellate Courts have also held that specific performance is not appropriate in certain cases. See *Campbell v. Carr*, 603 S.E.2d 625 (Ct. App. 2004) (wherein the Court denied a motion for specific performance because the contract price was inadequate). The Court finds this case persuasive because the lis pendens in this matter is filed on six vacant lots with the request by the Plaintiffs that certain houses be built by the Defendant. The Court can think of no circumstance by which it would require the Defendant to build a house on a vacant lot for the Plaintiffs. The remedy at law would be damages for the Plaintiffs. See *Ingram v. Kasey's Assoc.*, 531 S.E.2d 287, 291(2000).

This holding is in accord with *Murray v. Northwestern R. Co.*, 42 S.E. Reporter 618 (1902) in which the South Carolina Supreme Court allowed specific performance in a very limited circumstance. In *Murray*, the Plaintiff had conveyed land for a train depot which was going to enhance the value of the plaintiff's surrounding property. The Court noted: "The Court cannot act as an architect, and another builder may be had, and damages for the increased cost and delay recovered in action at law for damages." 42 S.E. at 624. The Court further noted: "The true rule on the subject of decreeing the specific performance of a covenant in such cases is that where, from the nature of the relief sought, performance in specie will alone answer the purpose of justice, this Court will compel a specific performance instead of leaving a complainant to a remedy at law which is wholly inadequate." 42 S.E. at 619.

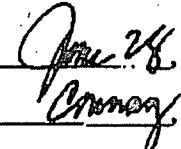
I find under the facts of this case that the Court cannot require the Defendant to build houses on the vacant lots for the Plaintiffs. There is an adequate remedy at law and this case is unlike *Murray* where the Plaintiff had no adequate remedy at law. Indeed, the Supreme Court in *Murray* noted that a court shall not act as a builder or architect when there was an adequate remedy at law. It seems clear to me that as to the six lots which already have houses built upon them that the lis pendens should remain in force and effect, and that as to the six lots where there are no houses built upon them the lis pendens should be released because the Plaintiffs have adequate remedy of law. Accordingly,

THE COURT ORDERS the lis pendens released on all property where the houses have not been built because the Plaintiffs have an adequate remedy of law and the specific performance cannot be had by the Plaintiffs to require the Defendants to build a house on each of those lots. Secondly, as to any property which there are currently houses built upon the property the lis pendens will remain in force and effect until this litigation is resolved.

AND IT IS SO ORDERED.



John L. Breeden, Jr.
Presiding Judge
Fifteenth Judicial Circuit



June 28, 2007
Mary, South Carolina

COUNTY Horry ADDRESS _____
VESTED IN L. M. B. Hous, LLC
BY DEED FROM Kelia, LLC
BOOK / PAGE 2189/141 SHORT LEGAL Lot # 9, 12 & 40 Cade Woods
TAXES 380/260 R-4 MAP / PARCEL MD-36-01-007, 012, 040
CITY 20 06 PAID / UNPAID \$ 478.12 / 478.12 / 491.74
COUNTY 20 05 PAID / UNPAID \$ 6.11 / 6.11 / 6.11
DELINQUENT TAXES No Delq. File
ASSESSED VALUE _____ LAND VALUE _____ BLDG VALUE _____
FIRST MORTGAGE / UCC 1: MORTGAGOR Se 4 rate
TRUSTEE _____ MORTGAGEE Carb 1 LLC
BOOK / PAGE 4774/175 DATE 10/3/05 AMOUNT \$ 1,223,750
ASSIGNED TO _____ BOOK / PAGE _____
SUB OR MOD BOOK / PAGE mtg SST @ 4852/2187
SECOND MORTGAGE / UCC 1: MORTGAGOR _____
TRUSTEE _____ MORTGAGEE _____
BOOK / PAGE _____ DATE _____ AMOUNT _____
ASSIGNED TO _____ BOOK / PAGE _____
SUB OR MOD BOOK / PAGE _____
THIRD MORTGAGE / UCC 1: MORTGAGOR _____
TRUSTEE _____ MORTGAGEE _____
BOOK / PAGE _____ DATE _____ AMOUNT _____
ASSIGNED TO _____ BOOK / PAGE _____
SUB OR MOD BOOK / PAGE _____
JUDGMENTS / LIENS: TYPE All cars still open AMOUNT \$ _____
BOOK / PAGE _____ REC'D _____
JUDGMENTS / LIENS: TYPE _____ AMOUNT \$ _____
BOOK / PAGE _____ REC'D _____
RESTRICTIONS: _____ DECLARATIONS: _____ MASTER DEED _____
BOOK / PAGE _____ AM _____ AM _____
PLAT BOOK / PAGE 307/146 AM _____ AM _____
EASEMENTS: BOOK / PAGE _____
NOTES: _____

ALL TITLE SEARCHES ARE SUBJECT TO THE RECORDS OF HORRY AND GEORGETOWN COUNTIES BEING FILED AND INDEXED CORRECTLY. SEARCHES ARE SUBJECT TO ANY ROLL BACK TAXES ISSUED.

I HEREBY CERTIFY THAT THE INFORMATION ON THIS SEARCH IS CORRECT AS OF THE EFFECTIVE TIME AND DATE STATED ABOVE.

Wade Schaffner
WADE SCHAFFNER

ALYSSA PETTITO

Case # 06 - 3134 - 2 - open
 06 - 3135 - 9 - open
 06 - 3136 - 12 - open
 06 - 3137 - 14 open
 06 - 3138 - 15 open
 06 - 3139 - 27 open
 06 - 3140 - 28 open
 06 - 3141 - 32 - copied open
 06 - 3142 - 35 open
 06 - 3143 - 36 open
 06 - 3144 - 39 open
 06 - 3145 - 40 open

Filed 6-27-06

Michelle Paddy

Result Row: <Prev 1 of 35 Next>

Instrument #: <Prev 2007000027427 Next>

Document Navigation by Pages:

<Previous Document - Next Document>

Booktype: Mortgage

Book: 4852 Page: 2187

Document Type:	(011) MORTGAGE SATISFACTION
Modified Date:	2/22/2007 9:22:20 AM
Record Date:	2/21/2007 4:16:55 PM
MORTGAGOR:	R M B HOMES LLC (2/22/2007 8:29:30 AM)
MORTGAGEE:	COASTAL FEDERAL BANK (2/22/2007 8:29:30 AM)
Book Type:	MTG
Book / Page:	4852 / 2187
# of Pages:	1
Previous Related Docs:	4246/1125

Note: Empty fields are not shown
[Direct External Link to this Document](#)

Receipt# 2006 155617 (*** REAL ESTATE NOTICE ***)
 Map# 190 36 01 009

Name: RMB HOMES LLC

Entered 10/02/2006
 Paid 1/09/2007
 478.06 BK

00000

PO BOX 30968
 MYRTLE BEACH SC 295880000
 District: 600 SOCASTEE

Ratio	ACRES	LOTS	Land Value	# Bld.	Bld. Value	
Res.						
Farm						
Other	6	1.0	39,000			
Description: CEDAR WOODS SUBD EAST LOT 9						
City	County	Spec	City Tax	County Tax	WSFD	Extra Fees
181.6	22.7		424.94	53.12		478.06
Tax After Exemption			424.94	53.12		478.06
Jan Amt.		Feb Amt.		Mar Amt.		
Pen Due:		Fee Due:		Int Due:		TOTAL
Comment:						

Cmd 1-New Name Cmd 7-End Job

PAID
 Cmd 19-FEE INQ

Receipt# 2001 260988

Map# 190 36 01 009

*** REAL ESTATE NOTICE ***

Entered 11/14/2006

Name: RMB HOMES LLC

Paid 1/16/2007

6.88 R5

00030

7007 BLADE BEACK LANE

MYRTLE BEACH SC

295880000

District: 600 SOCASTEE

Ratio	ACRES	LOTS	Land Value	# Bld.	Bld. Value			
Res.								
Farm								
Other								
Description:	CEDAR WOODS SUBD EAST	LOT 9						
City	County	SpecI	City Tax	County Tax	WSFD	Extra Fees	Total	
175.8	20.9		6.15	6.15	.73		6.88	
Tax After Exemption			6.15	6.15	.73		6.88	
Jan Amt.			Feb Amt.			Mar Amt.		
Pen Due:			Fee Due:		Int Due:	TOTAL		
Comment:								

Cmd 1-New Name Cmd 7-End Job

PAID

Cmd 19-FEE INQ

Receipt# 2006 155619 *** REAL ESTATE NOTICE ***
 Map# 190 36 01 012

Entered 10/02/2006
 Paid 1/09/2007
 478.06 BK

00000

Name: RMB HOMES LLC

PO BOX 30968

MYRTLE BEACH SC 295880000

District: 600 SOCASTEE

Ratio	ACRES	LOTS	Land Value	# Bld.	Bld. Value		
Res.							
Farm							
Other	6	1.0	39,000				
Description: CEDAR WOODS SUBD EAST LOT 12							
City	County	Spec	City Tax	County Tax	WSFD	Extra Fees	Total
181.6	22.7		424.94	53.12			478.06
Tax After Exemption			424.94	53.12			478.06
Jan Amt.		Feb Amt.		Mar Amt.		TOTAL	
Pen Due:		Fee Due:		Int Due:			
Comment:							

Cmd 1-New Name Cmd 7-End Job

PAID
 Cmd 19-FEE INQ

h1

Receipt# 2001 260991 *** REAL ESTATE NOTICE ***
Map# 190 36 01 012

Entered 11/14/2006
Paid 1/16/2007
6.88 R5

00030

Name: RMB HOMES LLC

7007 BLADE BEACK LANE

MYRTLE BEACH SC

295880000

District: 600 SOCASTEE

Ratio ACRES LOTS Land Value # Bld. Bld. Value
Res.
Farm
Other

Description: CEDAR WOODS SUBD EAST LOT 12

City	County	Spec1	City Tax	County Tax	WSFD	Extra Fees	Total
175.8	20.9		6.15		.73		6.88
Tax After Exemption				6.15	.73		6.88

Jan Amt.

Feb Amt.

Mar Amt.

Pen Due:

Fee Due:

Int Due:

TOTAL

Comment:

PAID

Cmd 19-FEE INQ

Cmd 1-New Name

Cmd 7-End Job

Receipt# 2006 101854 *** REAL ESTATE NOTICE ***
 Map# 190 36 01 040

Entered 10/02/2006

Name: KELCO LLC

Paid 1/16/2007

481.74 R5

00030

742 HWY 501

CONWAY

SC

295260000

District: 600 SOCASTEE

Ratio	ACRES	LOTS	Land Value	# Bld.	Bld. Value		
Res.							
Farm							
Other	6	1.0	39,300				
Description:	CEDAR WOODS SUBD EAST LOT 40						
City	County	Spec	City Tax	County Tax	WSFD	Extra Fees	Total
181.6	22.7		428.21	53.53			481.74
Tax After Exemption			428.21	53.53			481.74
Jan Amt.		Feb Amt.		Mar Amt.		TOTAL	
Pen Due:		Fee Due:		Int Due:			
Comment:							

Cmd 1-New Name Cmd 7-End Job

PAID

Cmd 19-FEE INQ

Receipt# 2001 261019 *** REAL ESTATE NOTICE ***

Map# 190 36 01 040

Entered 11/14/2006

Name: KELCO LLC

Paid 1/16/2007

6.88 R5

00030

742 HWY 501

CONWAY

SC

295260000

District: 600 SOCASTEE

Ratio	ACRES	LOTS	Land Value	# Bld.	Bld. Value		
Res.							
Farm							
Other							
Description: CEDAR WOODS SUBD EAST LOT 40							
City	County	Spec	City Tax	County Tax	WSFD	Extra Fees	Total
175.8	20.9		6.15		.73		6.88
Tax After Exemption			6.15		.73		6.88
Jan Amt.		Feb Amt.		Mar Amt.		TOTAL	
Pen Due:		Fee Due:		Int Due:			
Comment:							

Cmd 1-New Name Cmd 7-End Job

PAID

Cmd 19-FEE INQ

527528

FILED
HORRY COUNTY, S.C.
2005 OCT -5 PM 1:56

State of South Carolina

BALLEW V. SKIPPER
REGISTRAR OF DEEDS

County of Horry

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Kelco, LLC, (hereinafter called "Grantor"), in consideration of Eight Hundred Sixty Two Thousand Five Hundred and 00/100 Dollars (\$862,500.00), to the Grantor in hand paid at and before the sealing of these presents, by R.M.B. Homes, LLC (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto

R.M.B. Homes, LLC, its successors and/or assigns

SEE PROPERTY DESCRIPTION RIDER

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 7007 Blade Beach Lane
Myrtle Beach, SC 29588

TMS No.: SEE PROPERTY DESCRIPTION RIDER

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

STATE 2242 COUNTY 948
EXEMPT YES
ASSESSOR

DEED
2989 0141

141 2

18

WITNESS the Grantor's hands and seals this the 30th day of September, 2005.

SIGNED, SEALED AND DELIVERED
in the presence of:

Brenda R. [Signature]
Witness sign here
D&R [Signature]
Notary sign here

Kelco, LLC
BY: [Signature] MS/ALP
S&S [Signature] MS/ALP

State of South Carolina)

PROBATE

County of Horry)

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Kelco, LLC sign, seal, and, as their act and deed, deliver the within-written Title to Real Estate, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 30th day of September, 2005.

Brenda R. [Signature]
Witness sign here
D&R [Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 5/22/10

STATE OF SOUTH CAROLINA

AFFIDAVIT

COUNTY OF HORRY

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says: Lots 1, 2, 3, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 28, 29, 30, 33, 35, 36, 38, 39 and 40, Horry County, South Carolina, TMS # _____ was transferred by Kelco, LLC to R. M. B. Homes, LLC on September 30, 2005,

The transaction was (Check One):

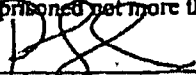
☒ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$ 862,500.00.

☐ not an arm's length real property transaction and the fair market value of the property is \$ _____

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et seq. because the deed is. Transfer of real estate from individuals to business.

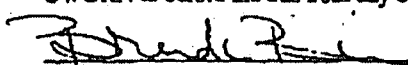
As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as grantee.

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



Purchaser, Seller or Legal
Representative of Seller

SWORN to before me this 30th day of September, 2005.



Notary Public for South Carolina

My Commission Expires: 1-19-06
(SEAL)

PROPERTY DESCRIPTION RIDER

All those certain pieces, parcels, or lots of land situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lots 1, 2, 3, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 28, 29, 30, 33, 35, 36, 38, 39 and 40 on a Plat of Cedar Woods Subdivision East prepared for Kelco, L.L.C., by Blanton Land Surveying, Inc., dated 03/31/2005 and recorded 08/30/2005 in the Office of the Horry County Register of Deeds in Plat Book 207 at Page 1-46, reference to which is craved for a more complete description of the metes and bounds.

This being a portion of the property conveyed to KELCO, LLC, by Deed of Angelina Moore, Theresa Blankenship, Kathleen Small Lopez, Carolyn Harvin, Zella Small, Vivian Phillips, Jeanne Small-Fish, Edith Carr, Tina Taylor, and Jake Small, Jr., dated 11/05/2004 and recorded 11/15/2004 in Deed Book 2821 at Page 0669.

Lot #	TMS #	Lot #	TMS #	Lot #	TMS #	Lot #	TMS #
1	190-38-01-001	12	190-38-01-012	21	190-38-01-021	33	190-38-01-033
2	190-38-01-002	13	190-38-01-013	22	190-38-01-022	35	190-38-01-035
3	190-38-01-003	14	190-38-01-014	23	190-38-01-023	36	190-38-01-036
7	190-38-01-007	15	190-38-01-015	28	190-38-01-028	38	190-38-01-038
9	190-38-01-009	16	190-38-01-016	29	190-38-01-029	39	190-38-01-039
10	190-38-01-010	17	190-38-01-017	30	190-38-01-030	40	190-38-01-040
		18	190-38-01-018				

HORRY COUNTY ASSESSOR

All Above

Map

Blk

Sheet

10-6-05

EXEMPT

539524

WHEREAS, on October 5, 2005 in Deed Book 2989 at Page 141 and October 6, 2005 in Deed Book 2989 at Page 1071 the Grantors herein conveyed to the Grantees herein several lots, and

WHEREAS, it was the intent of the Grantors to also convey Lots 11 and 27, which was omitted, and

WHEREAS, the Grantors now desire to convey lots 11 and 27 to the Grantees now

State of South Carolina)

County of Horry)

TITLE TO REAL ESTATE
CORRECTIVE DEED

FILED
HORRY COUNTY S.C.
2006 APR 17 AM
DALE
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS, that Kelco, LLC, (hereinafter called "Grantor"), in consideration of Five and 00/100 Dollars (\$5.00), to the Grantor in hand paid at and before the sealing of these presents, by R.M.B. Homes, LLC (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto

R.M.B. Homes, LLC, its successors and/or assigns

All and Singular, those certain pieces, parcels or lots of land, situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lots 11 and 27 on a Plat of Cedar Woods Subdivision East prepared for Kelco, L.L.C., by Blanton Land Surveying, Inc., dated March 31, 2005 and recorded August 30, 2005 in the Office of the Horry County Register of Deeds in Plat Book 207 at page 146, reference to which is craved for a more complete description of the metes and bounds.

This being a portion of the property conveyed to Kelco, LLC by Deed of Angelina Moore, Theresa Blankenship, Kathleen Small Lopez, Carolyn Harvin, Zella Small, Vivian Phillips, Jeanne Small-Fish, Edith Carr, Tina Taylor, and Jake Small, Jr., dated November 5, 2004 and recorded November 15, 2004 in Deed Book 2821 at page 669.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 7007 Blade Beach Lane
Myrtle Beach, SC 29588

DEED
3080 0260

HORRY COUNTY ASSESSOR

190-36-01-0114027

Map

Blk

Parcel

4-18-06

208

22

TMS No.: _____

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

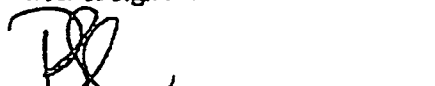
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hands and seals this the 10th day of March, 2006.

SIGNED, SEALED AND DELIVERED
in the presence of:


Witness sign here


Notary sign here

BY:  Kelco, LLC

State of South Carolina)

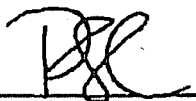
County of Horry)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Kelco, LLC sign, seal, and, as its act and deed, deliver the within-written Title to Real Estate, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 10th day of March, 2006.


Witness sign here

 (SEAL)
Notary Public for South Carolina
My Commission Expires: 5/22/10

STATE OF SOUTH CAROLINA

AFFIDAVIT

COUNTY OF HORRY

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says: Lot Lot 11 and 27 of Cedar Woods Subdivision, TMS # _____ transferred by Kelco, LLC to R.M.B. Homes, LLC on March 10, 2006.

The transaction was (Check One):

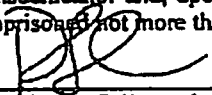
___ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$.

x not an arm's length real property transaction and the fair market value of the property is \$64,000.00.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et seq. because the deed is. Corrective deed

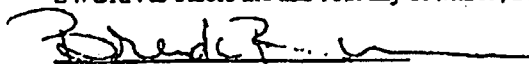
As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as grantee.

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



Purchaser, Seller or Legal
Representative of Seller

SWORN to before me this 10th day of March, 2006.



Notary Public for South Carolina

My Commission Expires: 12-28-15
(SEAL)

263

25

FILED
HORRY COUNTY, S.C.

2005 OCT -5 PM 1:57

BALLERY V. SKIPPER
REGISTRAR OF DEEDS

577528

WHEN RECORDED MAIL TO:

Coastal Federal Bank
2619 Oak Street
Myrtle Beach SC 29577

SPACE ABOVE THIS LINE IS FOR RECORDEE USE ONLY



0746

MORTGAGE

MAXIMUM LIEN. The amount of indebtedness secured by this Mortgage, including the outstanding amount of the Note and all future advances shall at no time exceed the principal amount of \$1,293,750.00, plus interest, reasonable attorneys' fees, court costs and the expenses to preserve and protect the Property. Interest under the Note will be deferred, accrued or capitalized, but Lender shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE dated October 3, 2006, is made and executed between R.M.B. Herman, LLC, whose address is 7007 Blade Beach Ln, Myrtle Beach, SC 29588-4408 (referred to below as "Grantor") and Coastal Federal Bank, whose address is 4801 Seawood Boulevard, Myrtle Beach, SC 29588 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances, all water, water rights, watercourses and ditch rights including such in vehicles with ditch or irrigation rights) and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar resources, (the "Real Property") located in Horry County, State of South Carolina:

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as Frodoeada Rd (Lots 1, 2, 3, 7, 8, 10, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 28, 29, 30, 33, 35, 38, 39, 40, Cedar Woods S/D), Myrtle Beach, SC 29588. The Real Property tax identification number is 180-00-08-008.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor hereby assigns to Lender all of Grantor's right, title, and interest in and to all present and future income of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon. This Mortgage shall remain in open mortgage of record to secure future advances in accordance with Section 20-3-50, as amended, Code of Laws of South Carolina (1978) even in the event all sums secured by this Mortgage may be fully paid at any one time; however, upon request of Grantor, Lender will cause this Mortgage to be released and cancelled of record upon full payment of all indebtedness then existing, and upon such cancellation of this Mortgage of record, this Mortgage shall become null and void. Such release shall be without charge to Grantor; however, Grantor shall pay all costs of recordation, if any, and all documentary stamps due on the Note evidencing future advances secured by this Mortgage.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Used the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that (1) During the period of Grantor's ownership of the Property, there has been no gas, petroleum, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substances by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substances on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substances on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with the section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purpose only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or reimbursement in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender

MORTGAGE
4246 1125

1125

26

**MORTGAGE
(Continued)**

water as defined by or listed under the Environmental Laws. The term "Hazardous Substance" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, fixtures, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, accrued interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, amendments of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means Coastal Federal Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated October 3, 2006, in the original principal amount of \$646,875.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, amendments of, substitutions of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THIS NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

R.E.S. HOMES, LLC

By:

[Signature]
Michael M. Rios, Vice President of R.E.S. Homes, LLC

Signed, acknowledged and delivered in the presence of:

X

[Signature]
Witness

Witness

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF SC

COUNTY OF Horry

PERSONALLY appeared before me and made oath that he or she saw the within-named Grantor(s) sign, seal, and, as his or her act and deed, deliver the within-written Mortgage for the uses and purposes therein mentioned, and that he or she with the other witness subscribed above witnessed the execution thereof.

[Signature]
(Witness)

SWORN to before me this 3rd

day of October, A.D. 2006

[Signature]

My Commission expires: MICHAEL PADDY REEDS
NOTARY PUBLIC for SOUTH CAROLINA
My Commission Expires: 6 September 2011

WAIVER OF APPRAISAL RIGHTS

This WAIVER OF APPRAISAL RIGHTS is attached to and by this reference is made a part of the Mortgage, dated October 3, 2006, and executed in conjunction with a loan or other financial accommodations between COASTAL FEDERAL BANK and R.M.L. Homes, LLC.

The Laws of the State of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken as taken here, within thirty (30) days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory provided value as approved by the court could then be substituted for the high bid of the foreclosure sale which may decrease the amount of any deficiency owed. THE UNDERSIGNED HEREBY AGREES TO WAIVE AND RELINQUISH THE STATUTORY APPRAISAL RIGHTS WHICH RELIEVE THAT THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT, REGARDLESS OF THE APPRAISED VALUE OF ANY OF THE MORTGAGED PROPERTY.

THIS WAIVER OF APPRAISAL RIGHTS IS EXECUTED ON OCTOBER 3, 2006.

GRANTOR:

R.M.L. HOMES, LLC

By: 

 R.M.L. Homes, LLC

EXHIBIT "A" - Legal Description

All these certain pieces, parcels, or lots of land situate, lying and being in Beaufort Township, Horry County, South Carolina, being shown and designated as Lots 1, 2, 3, 7, 8, 10, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 28, 29, 30, 33, 35, 36, 38, 39, and 40 on a Plat of Cedar Woods Subdivision East prepared for Kelco, L.L.C., by Statton Land Surveying, Inc., dated 03/31/2009 and recorded 04/10/2009 in the office of the Horry County Register of Deeds in Plat Book 297 at page 146, reference to which is craved for a more complete description of the acres and bounds.

DERIVATION: This being a portion of the property conveyed to KELCO, L.L.C., by Deed of Angelina Moore, Theresa Blackenship, Kathleen Small-Lopez, Carolyn Harris, Zella Small, Vivian Phillips, Jeanne Small-Pink, Edith Carr, Tina Taylor, and Jake Small, Jr., dated 11/05/2004 and recorded 11/15/2004 in Deed Book 2821 at page 6669.

Lot #	TMS #	Lot #	TMS #	Lot #	TMS #	Lot #	TMS #
1	190-36-01-001	11	190-36-01-011	21	190-36-01-021	31	190-36-01-031
2	190-36-01-002	12	190-36-01-012	22	190-36-01-022	32	190-36-01-032
3	190-36-01-003	13	190-36-01-013	23	190-36-01-023	33	190-36-01-033
4	190-36-01-004	14	190-36-01-014	24	190-36-01-024	34	190-36-01-034
5	190-36-01-005	15	190-36-01-015	25	190-36-01-025	35	190-36-01-035
6	190-36-01-006	16	190-36-01-016	26	190-36-01-026	36	190-36-01-036
7	190-36-01-007	17	190-36-01-017	27	190-36-01-027	37	190-36-01-037
8	190-36-01-008	18	190-36-01-018	28	190-36-01-028	38	190-36-01-038
9	190-36-01-009	19	190-36-01-019	29	190-36-01-029	39	190-36-01-039
10	190-36-01-010	20	190-36-01-020	30	190-36-01-030	40	190-36-01-040

Per: 2969/141

1131

28

'Add
to policy'

~~CONFIDENTIAL~~

[illegible][illegible]

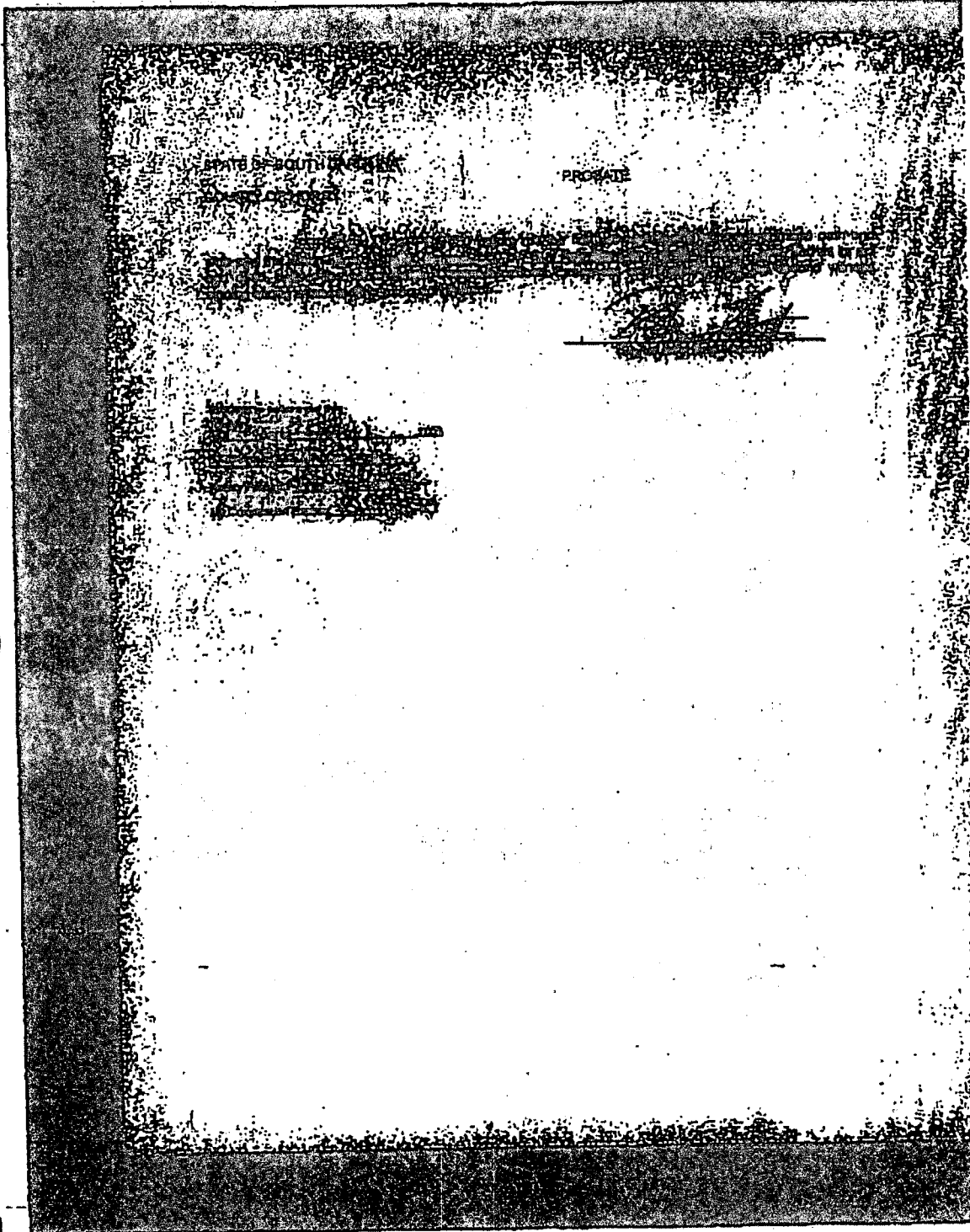
MESSAGE:

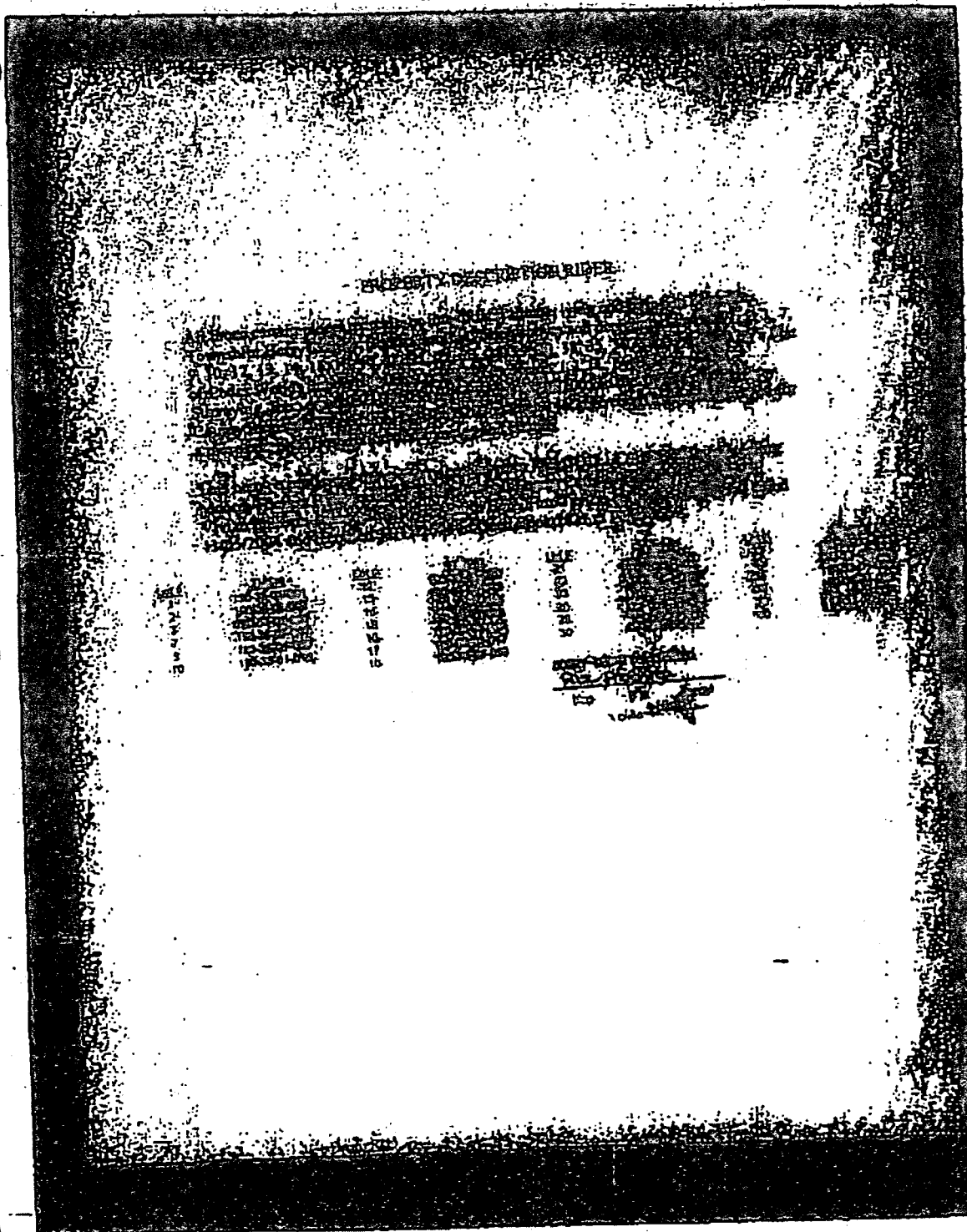
By [Signature]

Cynthia Hooks
Second Witness

Owner

DEPT
3102 6870





PROPERTY DESCRIPTION

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]
7. [REDACTED]
8. [REDACTED]
9. [REDACTED]
10. [REDACTED]
11. [REDACTED]
12. [REDACTED]
13. [REDACTED]
14. [REDACTED]
15. [REDACTED]
16. [REDACTED]
17. [REDACTED]
18. [REDACTED]
19. [REDACTED]
20. [REDACTED]
21. [REDACTED]
22. [REDACTED]
23. [REDACTED]
24. [REDACTED]
25. [REDACTED]
26. [REDACTED]
27. [REDACTED]
28. [REDACTED]
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30. [REDACTED]
31. [REDACTED]
32. [REDACTED]
33. [REDACTED]
34. [REDACTED]
35. [REDACTED]
36. [REDACTED]
37. [REDACTED]
38. [REDACTED]
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43. [REDACTED]
44. [REDACTED]
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47. [REDACTED]
48. [REDACTED]
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51. [REDACTED]
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71. [REDACTED]
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74. [REDACTED]
75. [REDACTED]
76. [REDACTED]
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78. [REDACTED]
79. [REDACTED]
80. [REDACTED]
81. [REDACTED]
82. [REDACTED]
83. [REDACTED]
84. [REDACTED]
85. [REDACTED]
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87. [REDACTED]
88. [REDACTED]
89. [REDACTED]
90. [REDACTED]
91. [REDACTED]
92. [REDACTED]
93. [REDACTED]
94. [REDACTED]
95. [REDACTED]
96. [REDACTED]
97. [REDACTED]
98. [REDACTED]
99. [REDACTED]
100. [REDACTED]

PROPERTY DESCRIPTION

Page	Page	Page	Page
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
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45	46	47	48
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53	54	55	56
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61	62	63	64
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85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

MICHELE PADDY REFOSCO

ATTORNEY AT LAW

5001 N. KINGS HIGHWAY
RAINBOW HARBOR, SUITE 204
MYRTLE BEACH SC 29577

POST OFFICE BOX 7648
MYRTLE BEACH, SC 29572

MPADDYLAW@SC.RR.COM

843/449-1247 (O)
843/449-1248 (F)

TITLE ORDER

TO: Wade 399-7004	FROM: Michele Paddy Refosco
-------------------	-----------------------------

COUNTY: Horry

Search: Litigation Files

Plaintiff: Harper

Defendant: RMB Homes, LLC

Property: Lots 9, 12, 40 In Cedar Woods

File No.'s: 06-3135 (Lot 9), 06-3136 (Lot 12), 06-3145 (Lot 40)

TMS: 190-38-01-009, -012, -040

Notes: Wade -

I verified with Gene Connell's office today that the
litigation on the above-referenced lots have been dismissed.

Considering the disarray that the Judgment Indexes appear
to be in I'd like you to check the hard copy files.

We are trying to close construction loans on these lots and
I need to know if I can proceed with the loans.

Thanks!! ☺ Michele



STATE OF SOUTH CAROLINA
COUNTY OF HORRY

Leland Rex Harper and
Gloria S. Harper,

Plaintiffs,

vs.

R.M.B. Homes, LLC, a division of
REMCO of Myrtle Beach, Inc.,

Defendant,

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

CIVIL ACTION NO. 2006-CP-263134

ORDER

(Removing lis pendens as to six lots
and requiring lis pendens to remain
as to six lots)

HORRY COUNTY
07 AUG -2 AM 10:23
JULIUS
CLERK OF COURT

THIS MATTER IS BEFORE THE COURT based on Plaintiffs' filing of twelve Summons and Complaints concerning lots and houses which were built on six of the lots located in Surfside Beach, South Carolina. Plaintiffs have filed lis pendens on all the properties and currently the Defendant has built houses on six of the twelve lots. Plaintiffs have asked in their Complaints for specific performance because they had a contract with Defendant to build these homes at a sum certain price. The Defendant has requested the Court order removal of the lis pendens as not appropriate on at least six of the twelve lots because no houses have been built on those lots and because South Carolina law would not require the Defendant to build a home for the Plaintiffs if Plaintiffs win.

I. The Court will not require specific performance as a remedy for the six vacant lots.

As has been stated above, there are at least six lots which do not have houses on them. The Court can conceive of no set of circumstances where it would require the Defendant to build a house on those properties for the Plaintiffs. South Carolina has held that specific performance is an extraordinary remedy and should be granted only if there are no adequate remedies at law and specific performance of the contract is equitable between the parties. *Ingram v. Kasey's Assoc.*, 531

S.E.2d 287, 291 (2000). The rule is well settled in South Carolina that granting of specific performance is not a matter of absolute right, but rests in the sound discretion of the court guided by established principals and exercised on a consideration of all the circumstances of each case.

The Supreme Court has further held that in order to compel specific performance, a court must find: (1) there is clear evidence of a valid agreement; (2) the agreement has been partly carried into execution on one side with the approbation of the other; (3) a party who comes to compel performance has performed his or her part or has been and remains able and willing to perform his or her part of the contract. *McChesney v. Smith*, 105 S.C. 171 (1916).

In this case, Plaintiffs have an adequate remedy of law, at least as to the six lots which they claim should have houses built on them by the Defendant. If Plaintiffs claim that they have lost money such as profits, they could sue for those damages and recover. The requirement if there is no adequate remedy of law in this case has not been met at least as to the six vacant lots and the Plaintiffs' remedy is in damages before a jury. See *Ingram v. Kasey's Assoc.*, 531 S.E.2d 287 (2000).

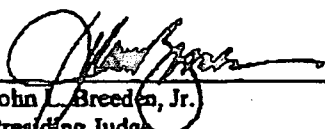
The Appellate Courts have also held that specific performance is not appropriate in certain cases. See *Campbell v. Carr*, 603 S.E.2d 625 (Ct. App. 2004) (wherein the Court denied a motion for specific performance because the contract price was inadequate). The Court finds this case persuasive because the lis pendens in this matter is filed on six vacant lots with the request by the Plaintiffs that certain houses be built by the Defendant. The Court can think of no circumstance by which it would require the Defendant to build a house on a vacant lot for the Plaintiffs. The remedy at law would be damages for the Plaintiffs. See *Ingram v. Kasey's Assoc.*, 531 S.E.2d 287, 291(2000).

This holding is in accord with *Murray v. Northwestern R. Co.*, 42 S.E. Reporter 618 (1902) in which the South Carolina Supreme Court allowed specific performance in a very limited circumstance. In *Murray*, the Plaintiff had conveyed land for a train depot which was going to enhance the value of the plaintiff's surrounding property. The Court noted: "The Court cannot act as an architect, and another builder may be had, and damages for the increased cost and delay recovered in action at law for damages." 42 S.E. at 624. The Court further noted: "The true rule on the subject of decreeing the specific performance of a covenant in such cases is that where, from the nature of the relief sought, performance in specie will alone answer the purpose of justice, this Court will compel a specific performance instead of leaving a complainant to a remedy at law which is wholly inadequate." 42 S.E. at 619.

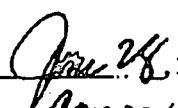
I find under the facts of this case that the Court cannot require the Defendant to build houses on the vacant lots for the Plaintiffs. There is an adequate remedy at law and this case is unlike *Murray* where the Plaintiff had no adequate remedy at law. Indeed, the Supreme Court in *Murray* noted that a court shall not act as a builder or architect when there was an adequate remedy at law. It seems clear to me that as to the six lots which already have houses built upon them that the lis pendens should remain in force and effect, and that as to the six lots where there are no houses built upon them the lis pendens should be released because the Plaintiffs have adequate remedy of law. Accordingly,

THE COURT ORDERS the lis pendens released on all property where the houses have not been built because the Plaintiffs have an adequate remedy of law and the specific performance cannot be had by the Plaintiffs to require the Defendants to build a house on each of those lots. Secondly, as to any property which there are currently houses built upon the property the lis pendens will remain in force and effect until this litigation is resolved.

AND IT IS SO ORDERED.



John L. Breeden, Jr.
Presiding Judge
Fifteenth Judicial Circuit


_____, 2007

_____, South Carolina

TITLE SEARCH

EFFECTIVE DATE 2/5/07 FILE NO. _____ BUYER Remio of Myrtle Beach, LLC

COUNTY Horry ADDRESS _____

VESTED IN Alton Developer

TIME WORK

BY DEED FROM 905 Polo Partners

BOOK / PAGE 8967/1434 SHORT LEGAL Lot #83 Red Bluff Village

TAXES Spt. Ann MAP/PARCEL 110-19-01-088

CITY 110-06-06-054 20 04 PAID UNPAID \$ 658.31 / 36.93

COUNTY 110-06-06-020 20 05 PAID UNPAID \$ 112.83

DELINQUENT TAXES No Delq. on File

ASSESSED VALUE _____ LAND VALUE _____ BLDG VALUE _____

FIRST MORTGAGE / UCC 1: MORTGAGOR See to Vested

TRUSTEE _____ MORTGAGEE Capital Federal

BOOK / PAGE 4112/617 DATE 8/13/05 AMOUNT \$ 1,625,000

ASSIGNED TO _____ BOOK / PAGE _____

SUB OR MOD BOOK / PAGE _____

SECOND MORTGAGE / UCC 1: MORTGAGOR See to Vested

TRUSTEE _____ MORTGAGEE Capital Federal

BOOK / PAGE 4504/806 DATE 4-10-06 AMOUNT 3,000,000

ASSIGNED TO _____ BOOK / PAGE _____

SUB OR MOD BOOK / PAGE UCC 2 4506/800

THIRD MORTGAGE / UCC 1: MORTGAGOR _____

TRUSTEE _____ MORTGAGEE _____

BOOK / PAGE _____ DATE _____ AMOUNT _____

ASSIGNED TO _____ BOOK / PAGE _____

SUB OR MOD BOOK / PAGE _____

JUDGEMENTS / LIENS: TYPE N/A on owner AMOUNT \$ _____

BOOK / PAGE _____ REC'D _____

JUDGEMENTS / LIENS: TYPE W. Buyer - Ann/Ann AMOUNT \$ Penalty

BOOK / PAGE 06-4744 REC'D 12-27-06

RESTRICTIONS: DECLARATIONS: 3145/353 MASTER DEED

BOOK / PAGE _____ AM _____ AM _____

PLAT BOOK / PAGE 214/1311 AM 201/09 AM 287/129

RECEIPTS BOOK / PAGE 3219/34

NOTES: Heint & 2467/1443

4504 of Ann + Ann to 2507/1438

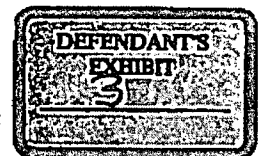
(to 11000 Lot)

ALL TITLE SEARCHES ARE SUBJECT TO THE RECORDS OF HORRY AND GEORGETOWN COUNTIES BEING FILED AND INDEXED CORRECTLY. SEARCHES ARE SUBJECT TO ANY ROLL BACK TAXES ISSUED.

I HEREBY CERTIFY THAT THE INFORMATION ON THIS SEARCH IS CORRECT AS OF THE EFFECTIVE TIME AND DATE STATED ABOVE.

WADE SCHAFNER

ALYSSA PETITTO



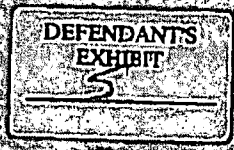
ALL TITLE SEARCHES ARE SUBJECT TO THE RECORDS OF HENRY AND GORHAM OREGON COUNTIES BEING FILED AND CORRECTED CORRECTLY. SEARCHING AND LISTED TO ANY BILL BACK TALKS INQUIRY.

I HEREBY CERTIFY THAT THE INFORMATION ON THIS SEARCH IS CORRECT AS OF THE EFFECTIVE TIME AND DATE STATED ABOVE.

N. J. S. H.
NORTH OREGON

ALVIN I. WHITE





This document was prepared by (name, address, phone):
SOUTH CAROLINA BANK AND TRUST, N.A.
850 JOHN C. CALHOUN DRIVE
ORANGEBURG, SC 29115
(803) 534-2175

State of South Carolina

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE (With Future Advance Clause)

1. DATE AND PARTIES. The date of this Mortgage is 08-13-2007 and the parties and their addresses are as follows:

MORTGAGOR: RMB HOMES, LLC
POST OFFICE BOX 30868
MYRTLE BEACH, SC 29588



☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgages.

LENDER: SOUTH CAROLINA BANK AND TRUST, NA
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
850 JOHN C. CALHOUN DRIVE
PO BOX 8007 ORANGEBURG, SC 29115

2. MORTGAGE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

**** SEE ATTACHED EXHIBIT "A" ****

Instrument#: 2007000086254, MTG BK:
4919 PG: 934 DOCTYPE: 002 08/14/2007
at 02:26:36 PM, 1 OF 8
BALLERY V. SKIPPER, HORRY COUNTY,
SC REGISTRAR OF DEEDS

The property is located in HORRY at 48 LOTS IN RED BLUFF VILLAGE
(County)
SUBDIVISION, SC HIGHWAY 805, LONGS, South Carolina 29568
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 3,880,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:

A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) (e.g., borrower's name, note amount, interest rate, maturity date):

A NOTE IN THE AMOUNT OF \$1,840,700.00 DATED 08-13-2007 IN THE NAME OF RMB HOMES, LLC WITH A MATURITY DATE OF 8-20-2008.

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.

C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.

E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.

6. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

10. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.

11. ENTITY WARRANTIES AND REPRESENTATIONS. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:

- A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization), Mortgagor is in good standing in all states in which Mortgagor transacts business, Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
- B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property):

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive

any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. DEFAULT. Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has

characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

- A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.
- L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to maintain insurance as follows:

- A. Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. NO ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guaranteed, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not effect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

26. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

27. WAIVER OF HOMESTEAD. Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

28. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Mortgage:

- ☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
- ☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

(page 6 of 8)

- ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- ☐ **Being As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

29. OTHER TERMS. If checked, the following are applicable to this Mortgage:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
- ☒ **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may, within thirty days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.**
- ☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- ☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

☒ Actual authority was granted to the parties signing below by resolution signed and dated 03-21-2007.

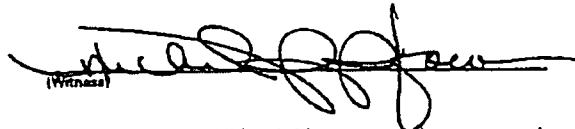
Entity Name: RMB HOMES, LLC


 (Signature) GAETAN M. REMILLARD, MEMBER (Date) (Seal)

(Signature) (Date) (Seal)

Signed, Sealed and delivered in the presence of:


 (Witness)


 (Witness)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

PROBATE:

STATE OF SOUTH CAROLINA

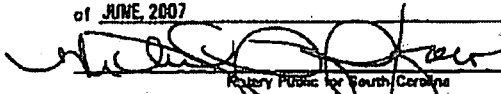
COUNTY OF HORRY

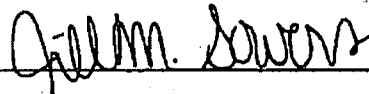
) ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 13TH day

of JUNE, 2007


Notary Public for South Carolina



MICHELLE PADDY REFOSCO

My commission expires: NOTARY PUBLIC for SOUTH CAROLINA

My Commission Expires: 5 September 2011

EXHIBIT "A"

Legal Description

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being in the Todd Swamp Section, Simpson Creek Township, Horry County, South Carolina, being shown and designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 110, 111, 112, 113, and 114 on a Final Subdivision Plat of Red Bluff Village prepared by ETS-Engineering And Technical Services, Inc., dated 05/10/2005 and recorded 08/03/2006 in the office of the Horry County Register of Deeds in Plat Book 216 at page 13-A, reference to which is craved for a more particular description of the metes and bounds.

DERIVATION: These being the identical properties conveyed to the Mortgagors by Deed of Ashton Development, LLC, dated 06/13/2007 and recorded concurrently herewith.

Lot	TMS No.	Lot	TMS No.	Lot	TMS No.	Lot	TMS No.
1	100-19-01-002	14	100-19-01-015	91	100-19-01-096	104	100-19-01-109
2	100-19-01-003	15	100-19-01-016	92	100-19-01-097	105	100-19-01-110
3	100-19-01-004	16	100-19-01-017	93	100-19-01-098	106	100-19-01-111
4	100-19-01-005	17	100-19-01-018	94	100-19-01-099	107	100-19-01-112
5	100-19-01-006	18	100-19-01-019	95	100-19-01-100	108	100-19-01-113
6	100-19-01-007	84	100-19-01-039	97	100-19-01-102	110	100-19-01-115
7	100-19-01-008	85	100-19-01-090	98	100-19-01-103	111	100-19-01-116
8	100-19-01-009	86	100-19-01-091	99	100-19-01-104	112	100-19-01-117
9	100-19-01-010	87	100-19-01-092	100	100-19-01-105	113	100-19-01-118
10	100-19-01-011	88	100-19-01-093	101	100-19-01-106	114	100-19-01-119
11	100-19-01-012	89	100-19-01-094	102	100-19-01-107		
12	100-19-01-013	90	100-19-01-095	103	100-19-01-108		

AND AS ADDITIONAL COLLATERAL:

All those certain pieces, parcels, or lots of land situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lots 9, 12, 35, 36, 39, and 40 on a Plat of Cedar Woods Subdivision East prepared for Kelco, L.L.C., by Blanton Land Surveying, Inc., dated 03/31/2005 and recorded 08/30/2005 in the office of the Horry County Register of Deeds in Plat Book 207 at page 146, reference to which is craved for a more complete description of the metes and bounds.

DERIVATION: These being a portion of the property conveyed to the Mortgagor by Deed of Kelco, L.L.C., dated 09/30/2005 and recorded 10/05/2005 in Deed Book 2989 at page 0141.

Lot	TMS No.	Lot	TMS No.	Lot	TMS No.
9	190-36-01-009	12	190-36-01-012	35	190-36-01-035
36	190-36-01-036	39	190-36-01-039	40	190-36-01-040

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
FIRST AMERICAN TITLE INSURANCE)
COMPANY,)
Plaintiff,)
v.)
MICHELE PADDY REFOSCO,)
ATTORNEY AT LAW,)
Defendant.)
and)
MICHELE PADDY REFOSCO,)
ATTORNEY AT LAW,)
Third Party Plaintiff,)
v.)
AMERISEARCHES, LLC and WADE)
SCHAFFNER,)
Third Party Defendants.)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NO. 2009-CP-26-12046

ORDER

(Not Ending Action)

This matter comes before the Court pursuant to the Third Party Defendants', Amerisearches, LLC and Wade Schaffner, Motion for Relief from and/or to Alter, Amend or Reconsider Order. The Motion seeks relief from my Order granting the Defendant/Third Party Plaintiff's, Michelle Paddy Refosco, Motion for Summary Judgment and Denying the Third Party Defendants', Amerisearches, LLC and Wade Schaffner, Motion to Dismiss and Motion for Summary Judgment (Not Ending Action) signed by me on April 16, 2012 and filed in the Office of the Clerk of Court for Horry County on April 23, 2012.

Appearing on behalf of the Third Party Defendants was J. Dwight Hudson, Esquire, and appearing on behalf of the Third Party Plaintiff was Daniel J. MacDonald, Esquire. Based upon the arguments of counsel at the hearing, a review of the Order, a review of the alleged errors set forth in the Third Party Defendants' Motion, I hereby respectfully deny the Third Party Defendants' Motion for Relief from and/or to Alter, Amend or Reconsider Order.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Third Party Defendants', Amerisearches, LLC and Wade Schaffner, Motion for Relief from and/or to Alter, Amend or Reconsider Order is denied.

AND IT IS SO ORDERED.

Honorable Larry B. Hyman
Presiding Judge, 15th Judicial Circuit

Conway, South Carolina

_____, 2012

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CIVIL ACTION NO: 2009-CP-26-12046
First American Title Insurance Company,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Michele Paddy Refosco, Attorney at Law,	)	
	)	<i>AmeriSearches & Schaffner's</i>
Defendant.	)	(Proposed)
	)	Order Granting Summary Judgment
Michelle Paddy Refosco, Attorney at Law,	)	To AmeriSearches & Schaffner, Denying
	)	Summary Judgment to Refosco AND
Third Party Plaintiff,	)	First American's Claims Remain Pending
	)	
	)	
vs.	)	
	)	
AmeriSearches, LLC and Wade Schaffner,	)	
	)	
Third Party Defendants.	)	
	)	

Factual and Procedural Findings

This matter is before the Court upon Motions for Summary Judgment made by Third Party Plaintiff Michelle Paddy Refosco (Hereinafter, "Refosco") and by Third Party Defendants AmeriSearches, LLC and Wade Schaffner (Hereinafter, "AmeriSearches"). A hearing took place on September 7, 2011 during which counsel for the parties (Daniel J. MacDonald, Esq. for the Third Party Plaintiff and J. Dwight Hudson, Esq. for the Third Party Defendants) offered oral argument. After reviewing the record, the memoranda, the affidavits and evidence and considering the argument(s) of counsel and the law of the State of South Carolina I find that the

Third Party Defendants' motion should be granted and the Third Party Plaintiff's motion should be denied.

This action arises from a mortgage that was not reported to the title insurance company, Plaintiff First American, by Refosco when she closed a mortgage loan from First Federal Savings and Loan to RMB Homes. Refosco is an attorney licensed to practice in South Carolina. Her practice is in Horry County and includes the practice of real estate law. She has been an agent of Plaintiff First American Title Insurance Company (Hereinafter, "FA Title") since January 8, 2004. AmeriSearches, LLC is a Limited Liability Corporation owned by Wade Schaffner. (Hereinafter, "Schaffner"). Refosco often retained AmeriSearches to search and abstract titles for her real estate closings/transactions and she generally wrote and bound title policies through FA Title. RMB Homes was a long-standing client of Refosco's and she had closed numerous loans for RMB, its owners and its affiliated companies.

In June of 2007 RMB Homes retained Refosco to close a fairly large loan from SCB&T. Refosco assigned a title search to Schaffner's company for RMB's property in Red Bluff Subdivision and several tracts in Cedar Woods Subdivision. Refosco then closed the loan of \$1,940,700.00 from South Carolina Bank & Trust to RMB Homes which was primarily secured by the Red Bluff lots with the Cedar Woods lots being additional collateral. Refosco then wrote the title policy for SCB&T through FA Title.

About three (3) months later, in September of 2007, RMB Homes again contacted Refosco, this time to close a loan of \$175,000.00 from First Federal Savings and Loan which would be secured by a first mortgage on several lots in Cedar Woods. Refosco assigned the title search to AmeriSearches. During the title search Schaffner ran across Horry County RMC's index listing of the SCB&T Mortgage but the index showed that the mortgage only bound

several tracts in Red Bluff. Schaffner was not searching lots in Red Bluff so he did not pull the Red Bluff mortgage.

Schaffner returned a report of title to Refosco showing the Cedar Woods lots were clear of mortgages but affirmatively stated that the closing attorney - Refosco- should confirm that there was no mortgage on the Cedar Woods tracts. Ms. Refosco *asked the borrowers* who advised her that there was no mortgage. The attorney didn't check her own records, which contained the SCB&T Mortgage. Refosco closed the loan, again writing the title policy through FA title.

Subsequently SCB&T filed a foreclosure action, naming First Federal as a party, and seeking and obtaining an Order naming First Federal as junior to SCB&T's mortgage and then obtaining an Order that the Cedar Woods lots be sold free and clear of First Federal's mortgage. First Federal filed a claim on FA's title policy. FA stepped in and discharged SCB&T's lien by paying the amount due for the Cedar Woods lots on the SCB&T mortgage - \$120,726.49.

Thereafter, FA Title filed suit against its agent, Refosco, alleging breach of contract and contractual indemnity based upon its agency agreement with Refosco. In her Answer to FA's Complaint, Refosco brought a Third Party Complaint against AmeriSearches and against Schaffner individually, alleging negligence and equitable indemnity. AmeriSearches Answered, first reserving all rights to the 12(b)(6) Motion and the Motion to Dismiss alleged in the Answer. AmeriSearches then pled and/alleged the following: Waiver and/or Release, Lack of Duty, Lack of Subject Matter Jurisdiction, Sole Negligence of FA and/or Refosco, Sole Negligence of Horry County, Comparative or Contributory Negligence, Assumption of the Risk, Lack of Reliance, Not a Professional Within Meaning of Statutory/Case Law And/Or Impossibility, Reservation of

Right To Amend, No Record Notice; Improperly Filed-Indexed Mortgage, and Incorporation of All Defenses pled by any party.

The present Motions for Summary Judgment by Refosco and AmeriSearches followed.

Standard Of Review

Summary Judgment is appropriate if the pleadings, depositions, answers to interrogatories and admissions on file, together with any affidavits show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.

Rule 56(c), SCRCP.

When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party. The purpose of Summary Judgment is to expedite the disposition of cases which do not require the services of a fact finder. The remedy should be cautiously invoked so that no party is improperly deprived of a trial on disputed factual issues. Turner v. Milliman, 381 SC 101, 671 SE2d 636 (Ct.App. 2009)

Conclusions of Law

Only licensed attorneys who are members of the South Carolina Bar Association may practice law in this state. §40-5-310, *SC Code Ann., 1976, as amended*. The South Carolina Supreme Court has original and exclusive jurisdiction over the practice of law. S.C. Const. art. V, 4; see also S.C. Code Ann. 40-5-10 (declaring and recognizing the "inherent power of the Supreme Court with respect to regulating the practice of law, determining the qualifications for admission to the bar and disciplining, suspending and disbarring attorneys at law"). In 1991, after thirteen (13) years of collecting information and a full year of drafting the rules, a special sub-committee of the South Carolina Bar submitted to the Supreme Court a set of proposed rules

governing the unauthorized practice of law. In Re Unauthorized Practice Of Law Rules, 309 S.C. 304 (1992) These proposed rules tried to "define and delineate the practice of law, and to establish clear guidelines so that professionals other than attorneys can ensure they do not inadvertently engage in the practice of law." *Id*

The Supreme Court thanked the Bar for its "Herculean" efforts, but declined to adopt the rules, finding it "neither practicable nor wise to attempt a comprehensive definition by way of a set of rules. Instead, we are convinced that the better course is to decide what is and what is not the unauthorized practice of law in the context of an actual case or controversy." *Id* at p. 305. The South Carolina Supreme Court's decision not to adopt rules defining the practice of law came just two (2) years after the United States Supreme Court's decision which is regarded as legitimizing the paralegal profession. Missouri v. Jenkins, 491 U.S. 274; 109 S. Ct. 2463; (1989); 53 S.C. L. Rev. 487 "Note: Avoiding the Unauthorized Practice of Law: Proposed Regulations for Paralegals in South Carolina," 2002

Prior to the SC Supreme Court's decision not to adopt the proposed rules defining the practice of law, other states had already recognized the paralegal profession and developed rules and procedures for licensing and certifying paralegals. 53 S.C. L. Rev. 487 According to the Bureau of Labor Statistics, paralegals perform a variety of tasks generally, including preparing documents for real estate closings and researching titles. *Id* Instead of establishing formal regulations controlling paralegal practice, the Court controls paralegals indirectly by regulating the activities of attorneys. 53 S.C. L. Rev. 487

While there are no regulations dealing specifically with paralegals, requiring a paralegal to work under the supervision of a licensed attorney ensures control over his or her activities by making the supervising attorney responsible. *See* Rule 5.3 of the Rules of Professional Conduct. Rule 407 SCACR (supervising attorney is responsible for work of nonlawyer employees). State v. Robinson, 321 S.C. 286; 468 S.E.2d 290 (1996)

Hence, in South Carolina, the South Carolina Supreme Court, in 1992, specifically declined to adopt rules defining the practice of law and governing the activities of non-lawyer employees performing functions relating to the law. Five (5) years after the Supreme Court declined to adopt the proposed rules, in State v. Robinson, the Court specifically stated that the Court chooses to control those employees by controlling the attorneys and to make the attorney responsible for the activities of non-attorneys working under the supervision of the licensed attorney. *Id*

As noted above, the SC Supreme Court has exclusive jurisdiction over the practice of law in this state and the Supreme Court has stated the following concerning abstracting and researching titles:

"...examining titles and preparing title abstracts constitutes practicing law. Therefore, we require that licensed attorneys either conduct or supervise such activities. This requirement was established in Buyers and continues today for the purpose of protecting the public. 292 S.C. at 432-33, 357 S.E.2d at 19"
In Re Watson 356 S.C. 432 at p. 435, 589 S.E.2d 760 (2003)

In another case, the Court enjoined a company from certain practices, including non-lawyers reporting on the status of titles to anyone other than licensed attorneys. The SC Supreme Court stated as follows;

The State argues that even though the buyer does not see the title abstract, he nevertheless relies upon it to determine if he receives good, marketable title. That is, because the buyer knows a title search has been conducted, he reasonably assumes title is good if nothing adverse is reported. We agree.

The same principles which render the preparation of instruments the practice of law apply equally to the preparation of title abstracts. In Beach Abstract & Guar. Co. v. Bar Ass'n of Ark. 230 Ark. 494, 326 S.W.2d 900 (1959), the court relied upon its earlier holding in Arkansas Bar Ass'n v. Block, *supra*, in holding that title examination, when done for another,

constitutes the practice of law. The court rejected the title insurance company's arguments that the examinations were performed only incidentally to its own business and that no separate fee was charged. State of SC v. Buvers Service Company, Inc., 292 S.C. 426, 357 S.E.2d 15 (1987).

In Doe v. Condon, 351 S.C. 158, 568 S.E.2d 356 (2002), Doe contended that the title company had the right to furnish title because it was incidental to its business. The SC Supreme Court stated as follows:

In Buvers Service, this Court addressed a commercial title company's preparation of title abstracts for persons other than attorneys or themselves. The State in the case argued the buyer relies on the title search to determine if he receives good, marketable title. We agreed and rejected the title company's argument that it did not need attorney supervision because the title search was merely incidental to their own business. Instead, we found the title search company could conduct title examinations only under the supervision of a licensed attorney because the "examination of titles requires expert legal knowledge and skill" and the search affected the rights of buyers. Id. at 432, 357 S.E.2d at 18.

According to the stipulated facts it appears Title Company conducts a title search and prepares a commitment, for the benefit of the Lender, without supervision by a licensed attorney. While Doe notes the Title Company is licensed to do business in South Carolina, we rejected the incidental-to-business approach in Buvers Service.

Title Company's title search and preparation of title documents for the Lender, without direct attorney supervision, constitutes the unauthorized practice of law. The title search and subsequent preparation of related documentation is permissible only when a licensed attorney supervises the process. In order to comply with this Court's ruling Doe must ensure the title search and preparation of loan documents are supervised by an attorney.
Doe v. Condon at p. 163-164.

About a year after Watson the Court of Appeals considered the Supreme Court's position on whether searching a title is part of the practice of law. In Slack v. James, 364 SC 609, 614 SE2d 636 (Ct.App. 2005) the Court of Appeals construed Watson as holding that: "examining titles and preparing title abstracts constitute practicing law and therefore such activities must be

conducted or supervised by licensed attorneys." *Id.*)

In the present case, I find that Refosco is a licensed attorney. Neither AmeriSearches nor Schaffner is a licensed attorney and neither could legally have searched the subject title for RMB Homes or for First American. Pursuant to the cases cited above, the Supreme Court has clearly established that searching titles for others is part of the practice of law. AmeriSearches and Schaffner could only have legally searched the subject title at the request and under the supervision of Refosco, which I find was the case here.

From a historical perspective, which I find instructive in this unusual factual situation, it appears that the SC Bar Association formed a special committee and spent many years investigating the unauthorized practice of law and it proposed rules governing the practice to the SC Supreme Court. The rules were proposed after other states had begun certifying paralegals as separate professionals and were designed to "define and delineate the practice of law, and to establish clear guidelines so that professionals other than attorneys can ensure they do not inadvertently engage in the practice of law." In Re Unauthorized Practice Of Law Rules, 309 S.C. 304 (1992) The SC Supreme Court declined to adopt the rules, stating a preference for continuing to decide issues relevant to the practice of law on a case by case basis. Five (5) years afterwards, in State v. Robinson, 321 S.C. 286; 468 S.E.2d 290 (1996) the Court specifically stated that it chooses to control persons performing paralegal activities and functions by making the attorney responsible for the activities of the non-attorneys. Therefore, I find that in the present facts, under SC Law and the principles established by the SC Supreme Court which has the exclusive jurisdiction and authority to regulate the practice of law, that Attorney Refosco is responsible for the acts of non-attorneys AmeriSearches and Schaffner.

Because researching titles in South Carolina constitutes the practice of law, I find that AmeriSearches nor Schaffner can be held liable in negligence or in contract and that both are therefore entitled to summary judgment. To hold the non attorneys liable in negligence would be holding them negligent for failing to practice law up to the requisite standard of care, and that standard only governs attorneys. To hold the non attorneys liable in contract would also mean that the attorney contracted with a non lawyer to perform part of the practice of law and that the non lawyer failed to perform the act up to the standard of care expected of a lawyer, since that is the only applicable standard of care. Further, to hold the nonlawyers liable in either tort or contract would *circumvent* the policies and holdings of the SC Supreme Court as to its decision to hold lawyer's responsible for any acts of nonlawyers they employ or retain to perform acts which otherwise constitute the practice of law. Placing such liability in contract or tort upon nonlawyers would circumvent the Supreme Court's policies by making non-attorneys responsible for acts which the SC Supreme Court has chosen to place sole responsibility, and hence liability, on the supervising attorneys. To allow either cause of action by an attorney against a non-attorney would subvert the policies established by the SC Supreme Court which this Court chooses not to do. Regulating the practice of law is exclusively the province of the SC Supreme Court.

Further, specifically as to Refosco's indemnity claim against AmeriSearches and Schaffner, I find that under SC law and the principles stated above, if the non-attorney abstractor who could only search the title under Refosco's supervision missed the mortgage in question, that Refosco's negligence is established as a matter of law, as is her responsibility. However, under these facts, the Court notes that Refosco closed the mortgage loan that was missed in the present title search and chose to verify the absence of a mortgage, as per the abstractor's request, by

merely asking her client without even examining her own records. These acts establish potential grounds for affirmative negligence by Refosco, but in SC, an indemnitee is barred from the remedy if he was guilty of any personal negligence which joined as a proximate cause of the injury to the third party, even if the prospective indemnitee's negligence was merely passive. McCain Manufacturing Corp. v. Rockwell International Corp., 528 F.Supp. 524, 1981 U.S. Dist Lexis 16279 (D.S.C. 1981); Addy v. Bolton, 257 S.C. 28, 183 SE2d 708 (1971), quoting Atlantic Coast Line R.R. v. Whetstone, 243 S.C. 61, 70, 132 SE2d 172, 176 (1963); Vermeer Carolina's Inc. v. Wood/Chuck Chipper Corp., 363 SC 53, 518 S.E.2d 301 (1999) Therefore, the indemnity claim by Refosco against AmeriSearches and Schaffner fails as a matter of law.

I note that this Order recognizes AmeriSearches and Schaffner's affirmative defenses relative to their claims that the mortgage was improperly indexed. Given the Court's decision, it is not necessary that this ground be reached, but the Court notes that the better practice as to indexing mortgages would be for the indices to list only that the mortgage applies to "various parcels" so that those searching titles would have to pull the mortgage and independently determine its applicability.

NOW THEREFORE, IT IS ORDERED THAT the Motion for Summary Judgment filed by the Defendants AmeriSearches and Schaffner as to all claims against them is granted, the Third Party Complaint is dismissed with prejudice, Refosco's Motion for Summary Judgment is denied and the claims of the Plaintiff against Defendant/Third Party Plaintiff Refosco remain for trial;

AND IT IS SO ORDERED.

The Honorable The Honorable Larry B. Hyman, Jr.
PRESIDING JUDGE, 15th Judicial Circuit

Dated: _____

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Larry B. Hyman, Judge

Case No: 2009-CP-26-12046

First American Title Insurance Company, Respondent

v.

Michele Paddy Refosco, Attorney at Law, Defendant
and

v.

Michele Paddy Refosco, Attorney at Law, Respondent

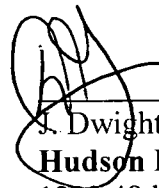
v.

AmeriSearches, LLC and Wade Schaffner, Appellants,

Appellate Case No: 2012-213001.

CERTIFICATION PURSUANT TO RULE 210

I certify that the foregoing Record on Appeal in the above-captioned matter contains all material proposed to be included by any of the parties and not any other material.



J. Dwight Hudson, Esquire
Hudson Law Offices
1203 48th Avenue North
Suite 111
Myrtle Beach, SC 29577
(843) 692-9889
Attorney For Appellants

Date:

7/2/13

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Larry B. Hyman, Judge

Case No: 2009-CP-26-12046

First American Title Insurance Company, Respondent

v.

Michele Paddy Refosco, Attorney at Law, Defendant

and

v.

Michele Paddy Refosco, Attorney at Law, Respondent

v.

AmeriSearches, LLC and Wade Schaffner, Appellants,

Appellate Case No: 2012-213001.

PROOF OF SERVICE

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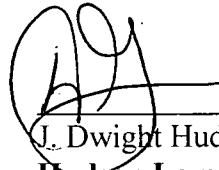
SC Court of Appeals

I certify that I have served the **RECORD ON APPEAL** on the Respondents by depositing a copy of the same in the United States Mail, postage prepaid, on June 14, 2013, addressed and directed to Respondents via their counsel, the attorneys for respondents at the addresses noted below:

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Dated:
June 14, 2013

Attorney For Appellants