

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Ralph P. Stroman, Special Referee

70285

Case Number 2009-CP-26-3596
Consolidated With
Case Number 2010-CP-26-11396
Appellate No. 2013-000714

Ronald Jarmuth, Pro Se Appellant,

v.

The International Club Homeowners
Association, Inc., Rosemary Toth, and
K. A. Diehl & Associates, Inc. Respondents.

APPELLANT'S MOTION TO SUPPLEMENT THE RECORD

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355
Appellant, Pro Se

Henrietta U. Golding
Alicia Thompson
McNair Law Firm
2411 Oak Street; Suite 206
Myrtle Beach, SC 29577-3164
843-444-1107
Attorneys for Respondents

RECEIVED

NOV 05 2013

SC Court of Appeals

1. The Appellant hereby moves for an order of this Court permitting the Appellant to Supplement the Record on Appeal, in a short Appendix, by including a “Special Referee’s Order and Judgment of Foreclosure and Sale” (Exhibit A), a related “Form 4 Judgment in a Civil Case” (Exhibit B), and a “Certificate of Sale Decree Notice” (Exhibit C) all entered by Hon. Ralph Stroman, Special Referee, Horry County, who (in the same capacity) entered the Final Order in the underlying case in the trial court.

2. The Authority is SCRAP Rules 212 (b) and (c) which provides that without the consent of the opposing parties a party may supplement the Record on Appeal by moving the Appellate Court for leave to do so.

3. The Order and Form 4 were entered August 13, 2013, and the Decree was entered September 23, 2013 – all well after the Appeal was filed and thus were unavailable previously.

4. The relevance is that Hon. Ralph Stroman, sitting in the same capacity as when he tried the appealed court, relating to the same Planned Unit Development and basing the relevant (to this matter) findings on the same covenants (as amended), entered controlling findings of fact and conclusions of law dramatically different from the related ones he made in his Final Order (in this case).

Specifically, in the later case, Hon. Judge Stroman found

a. That the Murrells Inlet Golf Plantation Association, Inc (“MIGPA”) is The Association with all rights and obligations under the Covenants – not the Respondent International Club Homeowners Association, Inc (“ICHOA”), MIGPA, not ICHOA, was a named Defendant in the civil action (Exhibit A, page 1).

Given the extensive litigation in this case before Hon. Judge Stroman, it is clear that he was aware that MIGPA, not ICHOA, was the named homeowners association defendant. This was a matter of public record by the pendency of the litigation.

b. Hon. Judge Stroman made Findings of Fact bearing on the dispute on Appeal (Exhibit A, Page 2):

“#14. That plaintiff’s attorney (Korn Law Firm) has searched and updated the Title on the subject property ¹ Additionally, he has arranged for service of process on the defendant(s)”

and likewise -

“#16. That Murrells Inlet Golf Plantation Association, Inc., is made a party by virtue of any homeowners liens or assessments recorded or unrecorded that are due or that may become due in the future”

c. Hon. Judge Stroman made Conclusions of Law bearing on the dispute on Appeal (Exhibit A, Page 5:

(1) “# 4(C) The Sale shall be subject to . . . assessments” (by MIGPA, not by ICHOA).

(2) The Description of the Property as it was Ordered to be included in the Deed of Sale following the foreclosure (and sale) shall incorporate the following text (Exhibit A, Page 6, #16):

“LEGAL DESCRIPTION AND PROPERTY ADDRESS: . . . on a Plat of Pebble Creek at the International Club This conveyance is made subject to that certain Declaration of Covenants and Restrictions for Murrells Inlet Golf Plantation dated January 31, 1999 . . . also subject to that certain Amendment to Declaration of Covenants and Restrictions for Murrells Inlet Golf Plantation (Now International Club)... dated May 8, 2000” (underlining and italicizing added)

The phrase “Now International Club” does not appear in the original Covenant nor

¹ “Subject Property” is in the same subdivision “down the street” from Appellant’s residence and is subject to the same covenants, if any.

in the Amendment dated May 7, 2000 but it's insertion in the Deed was Ordered by the Court as a Conclusion of Law.

d. The Final Order in the Case on Appeal conflicts with the more recent order by the same trial judge sitting in the same court (relating to property in the same subdivision subject to the same covenants and amendments) as to whether MIGPA or ICHOA is the homeowner's association as provided to by the Covenants. In the trial order in this case, Page 10, Record on Appeal Page 37, Conclusion of Law #1, both Orders agree that Amendment #1 changed the name of the planned unit development from "Murrells Inlet Golf Plantation" to "International Club". In the more recent Order the trial judge concluded that MIGPA is the homeowners association. In the Order relating to the case under appeal, the trial judge found that by performance, not by the covenants, the ICHOA was the homeowners association for the subdivision. The 2013 Order depended exclusively on the "black letter" words of the Covenants. The 2012 Order (under appeal) asserted that the ICHOA's exercise ² of the rights and obligations under the covenants was sufficient to unseat the homeowners association named in the covenants, MIGPA actually being in existence parallel to the ICHOA. It is well established in the law that performance by a non-party to a deed or a contract does not supplant the rights and obligations of a party to a deed or contract, especially when no consent has been obtained (as in the case under appeal).

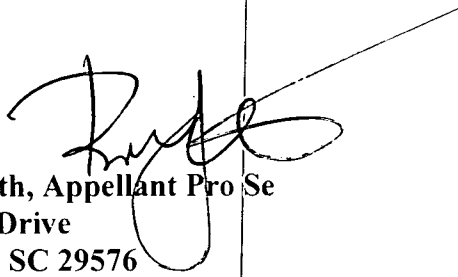
5. The identity of the non-profit corporation legally entitled to exercise the

² "... the Defendant HOA has been the only non-profit corporation homeowners association to exercise the powers granted in the Declaration and Bylaws." going on to further recite various actions the ICHOA has undertaken although MIGPA, not ICHOA, was named in the Covenants even as amended.

rights and obligations under the covenants is the controlling issue in this appeal, and if it be MIGPA it moots out the need for the Appellate Panel to consider the legal or factual aspects of actions taken by Respondent ICHOA acting in it's assumed capacity as the homeowners association under the covenants.

6. Clearly these latest Orders of the Special Referee are appropriate to bring to the Appellate Panel's attention through a Supplemental Appendix to the Record on Appeal.

7. On October 31, 2013 Appellant provided a copy of these documents to Respondents' Counsel with a request that said counsel consent to inclusion of these documents in a Supplementation per SCRAP Rule 212, stating further Appellant's intention to move for supplementation if said counsel either failed to consent or ignored the matter. On November 4, 2013 Respondents' Counsel wrote Appellant that "I cannot consent to the supplementation of the Record" with the material proposed.



Ronald Jarmuth, Appellant Pro Se
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355
November 4, 2013

8/13

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

CitiMortgage, Inc.,

PLAINTIFF,

vs.

Robert J. Bullock, Shannon L. Bullock, and Murrells Inlet Golf Plantation Association, Inc.,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

SPECIAL REFEREE'S ORDER AND JUDGMENT OF FORECLOSURE AND SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2013-CP-2006

DEFICIENCY WAIVER

FILED HORRY COUNTY 2013 AUG 15 AM 8:19
CLERK OF COURT
LAWRENCE S. WARD

F12-03100

TO:

Korn Law Firm, P.A.
Attorney for Plaintiff

The loan is no longer subject to the Supreme Court of South Carolina's Administrative Order 2011-05-02-01 because the Mortgagor(s) have been served with the required notice of rights, and more than 30 days have elapsed since service upon the Mortgagor(s), and, the Mortgagor(s) have failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

The Notice of Denial of Foreclosure Intervention was mailed to the borrowers on May 8, 2013, and the borrowers failed to file a response to the notice.

Pursuant to Rule 53 SCRCF, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said Order of Reference a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find conclude and order as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on January 16, 2013.
2. The Summons and Complaint were filed on January 16, 2013.
3. Service was made upon the Defendant(s) named in this Report as is shown by the Proof(s) of Service filed herein.
4. That the Defendants Robert J. Bullock, Shannon L. Bullock, and Murrells Inlet Golf Plantation Association, Inc. are in default as shown by Affidavit on file herein. The Defendant(s) is in default and did not appear at the hearing therefore, any issue as to standing is waived.

EXHIBIT A

5. The Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

7. No Defendant raised any issues related to Plaintiff's standing to prosecute this action.

8. For value received, Robert J. Bullock and Shannon L. Bullock made, executed and delivered a Note dated September 12, 2002, promising thereby to pay to the order of ABN AMRO Mortgage Group, Inc. the sum of One Hundred Twenty Thousand And 00/100 Dollars (\$120,000.00), with interest at 6.500 percent per annum. Other terms and conditions are stated in the Note, which is of record herein.

9. To better secure the payment of the Note described above, the said Robert J. Bullock and Shannon L. Bullock made, executed and delivered to ABN AMRO Mortgage Group, Inc. a Mortgage in writing, dated September 12, 2002, covering real property in Horry County, which is the same as that described in the Complaint. The mortgage was filed on September 13, 2002, and is of record in the Office of the Register of Deeds for Horry County in Mortgage Book 3057 at page 905.

10. Thereafter by virtue of a corporate merger, ABN AMRO Mortgage Group, Inc. merged with CitiMortgage, Inc. CitiMortgage, Inc., is present lien holder and Plaintiff herein.

11. Thereafter the Lender and the Defendant(s) entered into a Loan Modification to increase the principle balance and decrease the interest rate.

12. The above referenced instrument constitutes a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

13. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

14. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens. He has been responsible for the preparation of the following pleadings:

1. Lis Pendens
2. Summons and Complaint
3. Affidavit of Default
4. Order of Reference
5. Notice of Hearing
6. Proposed Final Decree
7. Notice of Sale
8. Transcript of Testimony
9. Other documents as applicable pertaining to service and finalization of this action.

Additionally, he has arranged for service of process on the defendant(s), has scheduled and attended the hearing in this matter, has provided reinstatement figures to the primary defendant, if requested, and has had telephone conversations with the defendant(s), if requested. Future duties include forwarding copies of the Decree to the defendant(s), advising the defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by plaintiff, representation of plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a property matter, the attendant responsibilities and the size of the mortgage debt, I find that the attorney fees requested by the plaintiff in the amount of one thousand three hundred twenty-five and 00/100 (\$ 1,325.00) are reasonable.

15. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a)	Principal due as of 3/1/2012	\$112,999.34
(b)	Interest from 2/1/2012 through 8/13/2013 at 4.0%	\$ 6,928.48
(c)	Escrow adjustments (debits or credits)	\$ 4,428.72
	Insurance \$3,533.00, Taxes \$895.72, MIP/PMI	
(d)	Late charges	\$ 134.52
(e)	Costs of Collections Prior to Hearing	\$ 1,005.00
(f)	Attorney Fees	\$ 1,325.00
	TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$126,821.06

Interest for the period from the date shown in (b) above, through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 6.500 percent per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

16. That the Defendant, Murrells Inlet Golf Plantation Association, Inc., is made a party by virtue of any homeowners liens or assessments recorded or unrecorded that are due or that may become due in the future.

17. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

18. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

19. That the servicer is participating in the Home Affordable Modification Program (HMP). The HMP modification process specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification because the borrower defaulted on payments under a previous HMP Modification Agreement.

CONCLUSION OF LAW

I, therefore, conclude as follows:

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of One Hundred Twenty-Six Thousand Eight Hundred Twenty-One And 06/100 Dollars (\$126,821.06) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 6.500% percent per annum.

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

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master in Equity at public auction at the Horry County Justice Center, 1301 2nd Ave. in Conway, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in the such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

A. FOR CASH: The Master in Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Thirty (30) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6.500 percent.

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

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

E. Purchaser to pay for Deed Stamps and costs of recording the Deed.

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

6. Personal nor deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

7. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

8. That the Master in Equity will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within Thirty (30) days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

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

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

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

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

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

have his/her rights protected pursuant to the Protecting Tenants at Foreclosure Act of 2009 have his/her rights protected.

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

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

13. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

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

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

That Mortgage originally given to ABN AMRO Mortgage Group, Inc. by Robert J. Bullock and Shannon L. Bullock, dated 9/12/2002 and recorded 9/13/2002, in Mortgage Book 3057 at page 905.

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

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

ALL AND SINGULAR, all that certain piece, parcel or tract of land, lying, being and situate in Socastee Township, Horry County, South Carolina and being more particularly described as Lot 34, Phase 1-B, on a Plat of Pebble Creek at the International Club prepared for Sunbelt Associates, LLC by Robert A. Warner & Associates, Inc. dated August 21, 2000 and recorded October 24, 2000 in Plat Book 173 at Page 63, Office of the Register of Deeds for Horry County, South Carolina, reference to which is craved as forming a part and parcel hereof.

This conveyance is made SUBJECT to that certain Declaration of Covenants and Restrictions for Murrells Inlet Golf Plantation dated January 31, 1999 and recorded February 8, 2000 in Deed Book 2117 at Page 1353; also subject to that certain Amendment to Declaration of Covenants and Restrictions for Murrells Inlet Golf Plantation (Now International Club) and Submission of Additional Property Thereto dated May 8, 2000 and recorded May 9, 2000 in Deed Book 2258 at Page 1453, Office of the Register of Deeds for Horry County, South Carolina.

THIS BEING the same property conveyed to Robert J. Bullock and Shannon L. Bullock by virtue of a Deed from Sunbelt Homes of Myrtle Beach, Inc., dated September 12, 2002 and recorded September 13, 2002, in Deed Book 2519 at Page 49, in the Office of the Register of Deeds for Horry County, South Carolina.

101 Pickering Drive, Murrells Inlet, South Carolina 29576

TMS 194-38-01-001

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

18. IT IS FURTHER ORDERED that the servicer is participating in the Home Affordable Modification Program (HMP). The HMP modification process specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification because the borrower defaulted on payments under a previous HMP Modification Agreement.



Ralph Stroman
Special Referee
For Horry County

Conway, South Carolina
8/13, 2013.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO: 2013-CP-26-0396

CitiMortgage, Inc.

Robert J. Bullock, Shannon L. Bullock, and
Murrells Inlet Golf Plantation Association, Inc.,

PLAINTIFF(S),

DEFENDANT(S).

F12-03100

Submitted by: Korn Law Firm, P.A.	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled); Other _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRCP; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

FILED
 HORRY COUNTY
 2013 AUG 15 AM 8:19
 MELANIE HUGGINS-WARD
 CLERK OF COURT

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ends does not end the case.
Additional Information for the Clerk : Foreclosure Action

INFORMATION FOR THE JUDGMENT INDEX


Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
CitiMortgage, Inc.	Robert J. Bullock, and Shannon L. Bullock	\$N/A
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

Property Address: 101 Pickering Drive, Murrells Inlet, South Carolina 29576 TMS #: 194-38-01-001

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


Special Referee

2098
Judge Code

8/13/13
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20__ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20__ to attorneys of record or to parties (when appearing pro se) as follows:

Korn Law Firm, PA
PO Box 11264
Columbia, SC 29211-1264
ATTORNEY FOR THE PLAINTIFF

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: _____

Form 4 Attachment

**Robert J. Bullock
101 Pickering Dr.
Murrells Inlet, SC 29576**

**Shannon L. Bullock
101 Pickering Dr
Murrells Inlet, SC 29576**

**Murrells Inlet Golf Plantation Association, Inc.
c/o Ronald Jarmuth-Registered Agent
249 Pickering Dr.
Murrells Inlet, SC 29576**

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

CitiMortgage, Inc.,

PLAINTIFF,

vs.

Robert J. Bullock, Shannon L. Bullock, and Murrells
Inlet Golf Plantation Association, Inc.,

DEFENDANT(S).

F12-03100

IN THE COURT OF COMMON PLEAS

CERTIFICATE OF SALES DECREE NOTICE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2013-CP-26-0396

DEFICIENCY WAIVED

I, Del Maticic, an employee of the Korn Law Firm, P.A., attorneys for Plaintiff in the above-captioned action, certify that a DECREE OF SALE was served on Defendants by causing a copy of the same to be deposited into the United States Mail, addressed as follows:

Robert J. Bullock
101 Pickering Dr.
Murrells Inlet, SC 29576

Shannon L. Bullock
101 Pickering Dr
Murrells Inlet, SC 29576

Murrells Inlet Golf Plantation Association, Inc.
c/o Ronald Jarmuth-Registered Agent
249 Pickering Dr.
Murrells Inlet, SC 29576

This 23rd day of September, 2013

KORN LAW FIRM, P.A.
P.O. BOX 11264
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29211-1264


Del Maticic

EXHIBIT C

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Ralph P. Stroman, Special Referee

CASE NUMBER 2009-CP-26-3596

Ronald Jarmuth, Appellant,

v.

The International Club Homeowners
Association, Inc., Rosemary Toth,
and K. A. Diehl & Associates, Respondents.

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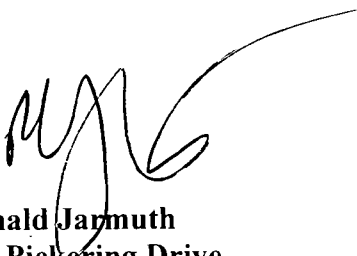
NOV 05 2013

SC Court of Appeals

PROOF OF SERVICE

I certify that on November 5, 2013 I served Appellant's Motion to Supplement the Record on Appeal by depositing a copy of same in the United States Mail, postage prepaid, addressed to Respondent's common counsel, Henrietta Golding and Alicia Thompson; McNair Law Firm, P.A.; 2411 Oak Street; Suite 206; Myrtle Beach, SC 29577-3164

November 5, 2013



Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355
Appellant, Pro Se

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355
November 5, 2013

The Honorable Jenny Abbott Kitchings, Clerk
South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211-1629
803-734-1890

Re: Motion in Appeal 2013000714 Jarmuth v International Club HOA et al
2009CP263596 in the Court of Common Pleas, Horry County
Appellate No. 2013-000714

Dear Madam Clerk:

Please file the attached Motion to Supplement the Record on Appeal, which I provide as one unbound plus six bound copies, together with my check in the amount of twenty five dollars, the motion filing fee.

Thank you for your attention to this matter.

Sincerely,



Ronald Jarmuth
Appellant Pro Se
249 Pickering Drive
Murrells Inlet, SC 29576

Enc: as

Cf: Henrietta Golding and Alicia Thompson, Attorneys for Respondents