

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM Horry COUNTY
Court of Common Pleas

The Honorable Cynthia Graham Howe,
Master-in-Equity for Horry County

Appellate Case No.: 2012-213014
Order (S.C. Ct. App. Filed June 6, 2012)

RECEIVED
APR 17 2014
S.C. Supreme Court

Ex Parte Coastal Designs, Inc. and Tim WilkesPetitioners

v.

In Re: SRB Servicing, LLC, successor by assignment to
Synovus Bank, formerly known as Columbus Bank and
Trust Company, as successor in interest through name
change and by merger with the National Bank of South
CarolinaRespondent

v.

And Myrtle Beach Grande Hotel, LLC, Harvey L. Jones,
Wendy (J.) Bellamy, Billy Joe (J.) Bellamy, Kersi S.
Shroff, Mazingo & Wallace Architects, LLC, Harvey
Levon Jones and Wendy Beth Jones Bellamy as Personal
Representative of the Estate of Ann L. Jones, and as
Trustee of the Restated and Amended Trust Agreement
of Ann L. Jones, dated October 30, 2006..... Respondents

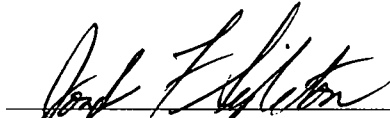
MOTION TO SUPPLEMENT RECORD ON APPEAL

Whereas, Respondent, SRB Servicing, LLC requested the consent of Petitioner's
counsel to supplement the Record on Appeal, to which he did not agree, Respondent,
SRB Servicing, LLC, by and through its undersigned counsel pursuant to Rule 212(b),
SCACR, hereby moves the court for an order allowing the Respondent to supplement
the Record on Appeal in order to include information supporting the fact that the
property that is the subject of the appeal as been sold which took place several years

after the Record on Appeal in the Court of Appeals was established and after the Court of Appeals issued its ruling. In support of the motion, the Respondent shows that leave to supplement the Record on Appeal will not prejudice the Appellant because it involves facts that occurred after the Record on Appeal in the Court of Appeals was established and is a matter of public record; and supplementation of the Record on Appeal is necessary to allow the Respondent a fair appeal and the opportunity to argue before the Supreme Court that Petitioner's argument based on being the successful bidder is now moot in as much as the property at issue has been sold at a sale of the Master-in-Equity after due notice.

WHEREFORE, the Respondent respectfully requests that the court permit it to add the following documents to the Appendix to the Record on Appeal:

1. Amended Notice of Sale for October 1, 2012 Master-in-Equity sale filed September 19, 2012;
2. Master-in-Equity's Deed to GRQ Properties, LLC recorded in Deed Book 3619 at Page 2249, on November 9, 2012 (TMS# 181-10-07-002);
3. Master-in-Equity's Deed to GRQ Properties, LLC, recorded in Deed Book 3619 at Page 2246, on November 9, 2012 (TMS# 181-10-10-006);
4. Master-in-Equity's Deed to SRB Servicing, LLC, recorded in Deed Book 3632 at Page 1711, on January 16, 2013 (TMS# 181-10-07-008);
5. Affidavit from Horry County Clerk of Court dated April 15, 2014 reflecting that Petitioner posted no bond, or filed no motion to post a bond; and
6. Respondent's Return to Petition of Writ of Certiorari.



Joseph F. Singleton
Kathryn H. Sligh
Singleton, Burroughs & Young, P.A.
Post Office Box 1244
Conway, South Carolina 29528
(843) 248-4229
Attorneys for Respondent, SRB Servicing, LLC

April 15, 2014
Conway, SC

Other Counsel of Record:

Gene M. Connell, Jr.
Kathryn M. Cook
Susan P. MacDonald
Scott B. Umstead

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Wendy (J.) Bellamy, Billy Joe (J.) Bellamy, Kersi S.
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Levon Jones and Wendy Beth Jones Bellamy as Personal
Representative of the Estate of Ann L. Jones, and as
Trustee of the Restated and Amended Trust Agreement
of Ann L. Jones, dated October 30, 2006..... Respondents

MEMORANDUM IN SUPPORT OF RESPONDENT'S MOTION TO
SUPPLEMENT RECORD ON APPEAL

Respondent respectfully moves for an order allowing the Respondent to supplement
the Record on Appeal in order to include information supporting the fact that the
property that is the subject of the appeal as been sold subsequent to the establishment

of the Record on Appeal in the Court of Appeals and after the Court of Appeals issued its order on June 6, 2012 and its order denying petition for rehearing on August 29, 2012.

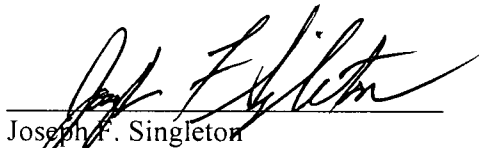
The original Record on Appeal was submitted in November 2011. Since the Court of Appeals issued its ruling in June 2012, the subject property has been duly sold at a subsequent foreclosure sale conducted by the Master-in-Equity. The foreclosure sale of the subject property falls within the exceptions to the automatic stay provisions in Rule 241(b)(4), SCARC. Petitioner failed to apply for or post an appropriate bond to stay the sale during the pendency of the appeal.

Respondent would like to supplement the record to reflect the sale of the subject property in 2013 after the case was decided by the Court of Appeals and the petition for rehearing was denied. Respondent would like to argue to this Court that the question raised by Petitioner is moot and should not be heard, in as much as there is no longer a justiciable controversy between the parties and addressing the Petitioner's appeal would amount to rendering an advisory opinion.

Whereas review is limited to those facts included in the Record on Appeal, Respondent would like to supplement the record in order to support its argument of the mootness issue and so that issue could be reviewed by the Court pursuant to Rule 210(h), SCACR.

It is respectfully submitted that the Court should issue an Order granting Respondent leave to supplement the Record on Appeal in this case to include the following materials, copies of which are attached hereto:

1. Amended Notice of Sale for October 1, 2012 Master-in-Equity sale filed September 19, 2012;
2. Master-in-Equity's Deed to GRQ Properties, LLC recorded in Deed Book 3619 at Page 2249, on November 9, 2012 (TMS# 181-10-07-002);
3. Master-in-Equity's Deed to GRQ Properties, LLC, recorded in Deed Book 3619 at Page 2246, on November 9, 2012 (TMS# 181-10-10-006);
4. Master-in-Equity's Deed to SRB Servicing, LLC, recorded in Deed Book 3632 at Page 1711, on January 16, 2013 (TMS# 181-10-07-008);
5. Affidavit from Horry County Clerk of Court dated April 15, 2014 reflecting that Petitioner posted no bond, or filed no motion to post a bond; and
6. Respondent's Return to Petition of Writ of Certiorari.



Joseph F. Singleton
Kathryn H. Sligh
Singleton, Burroughs & Young, P.A.
Post Office Box 1244
Conway, South Carolina 29528
(843) 248-4229
Attorneys for Respondent, SRB Servicing, LLC

April 15, 2014
Conway, SC

Other Counsel of Record:
Gene M. Connell, Jr.
Kathryn M. Cook
Susan P. MacDonald
Scott B. Umstead

**MASTER-IN-EQUITY
AMENDED NOTICE OF SALE
CASE NO: 2009-CP-26-5395**

HORRY COUNTY
12 SEP 19 AM 9:03
MELANIE HUGHES, CLERK OF COURT

BY VIRTUE of a decree heretofore granted in the case of SRB Servicing, LLC, successor by assignment to Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with the National Bank of South Carolina (original named Plaintiff, National Bank of South Carolina), against Myrtle Beach Grande, LLC, et al., under Case No. 2009-CP-26-5395, the Master-in-Equity for Horry County will sell on Monday, October 1, 2012, at 11:00 o'clock A.M., at the Horry County Judicial Building, Conway, South Carolina, to highest bidder:

PARCEL I

ALL AND SINGULAR, that certain piece, parcel or lot of land, situate, lying and being in Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina, and being shown and designated as Lot 4, Block 28, Hotel Section, Myrtle Beach, according to Plat of same made by Stanley H. Wright, Engineer, dated June and July, 1938, recorded in Plat Book 1 at Page 84, records of Horry County, South Carolina.

THIS BEING the identical property conveyed to Harvey L. Jones and Wendy Jones Bellamy by Deed of Albert E. Ervine dated February 4, 2005, recorded February 8, 2005, in Deed Book 2858 at Page 1178, records of Horry County, South Carolina.

TMS #: 181-10-07-008

Corner of Chester St. & 5th Avenue North, Myrtle Beach, SC

1
SAH

PARCEL II

ALL AND SINGULAR, those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being in Dogwood Neck Township, Horry County, South Carolina, and being more particularly shown and designated as Lot 11, Lot 12, Lot 13, Lot 14, and Lot 15, Block 28, Hotel Section, as shown on a map made by N.C. Hughes, Engineer, dated November, 1933, recorded in Plat Book 1 at Page 116; rerecorded in Plat Book 1 at Page 179, records of Horry County, South Carolina.

THIS BEING the identical property conveyed to Harvey L. Jones, Wendy Jones Bellamy, and Kersi Shroff by Deed of David Tebele and Edward Tebele dated April 27, 2006, recorded in Deed Book 3089 at Page 130, records of Horry County, South Carolina.

TMS #: 181-10-07-002

400 N. Kings Hwy., Myrtle Beach, SC

SAH
Clerk

SELL
SEPARATELY

PARCEL III

ALL AND SINGULAR, that certain piece, parcel or lot of land, situate, lying and being in Dogwood Neck Township, Horry County, South Carolina, designated as Lot 1, Block 13, Hotel Section, as shown on a map of Golden Surf Motel made by ETC-

Joey
Singer

engineering and Technical Services, Inc. dated February 28, 1997, records of Horry County, South Carolina.

THIS BEING the identical property conveyed to Harvey L. Jones and Wendy Jones Bellamy by Deed of I.D. Jeram and S.I. Jeram dated January 12, 2006, recorded January 12, 2006, in Deed Book 3034 at Page 1476, records of Horry County, South Carolina.

TMS #: 181-10-10-006
5th Avenue North & Ocean Blvd., Myrtle Beach, SC

HORRY COUNTY
12 SEP 19 AM 9:03
MEL A. JONES - WARD
CLERK OF COURT

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Master-in-Equity at conclusion of the bidding, five (5%) of the bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of non-compliance. If the Plaintiff's representative is not in attendance at the scheduled time of the sale, the sale shall be canceled and the property sold on some subsequent sales day after due advertisement. Should the last and highest bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within thirty (30) days, the Master-in-Equity may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder).

Note: Deficiency Judgment is hereby waived. Purchaser to pay for preparation of deed, documentary stamps on the deed, and recording of the deed. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of \$147.32 for each day. Subject to assessments, State and/or Horry County tax liens of record, easements and restrictions of record, and other senior encumbrances.

2
GPH

Note: All Parcels above are being sold subject to the aforementioned liens. In addition to those liens, **Parcel II** is being sold subject to a first mortgage held by Plaintiff with an approximate balance as of September 5, 2012 of \$923,371.62.



PARCELS SHALL BE SOLD SEPARATELY

Cynthia G. Howe
Cynthia G. Howe, Master-in-Equity
For Horry County, South Carolina

Joseph F. Singleton
Attorney for Plaintiff
Post Office Drawer 1244
1303 Third Avenue
Conway, South Carolina 29528-1244
(843) 248-4229
jsingleton@horrylaw.com

CASE NO: 2009-CP-26-5395

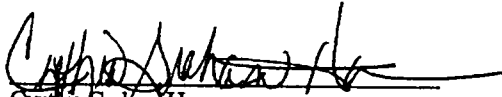
Carolina.


Address: 400 N. Kings Hwy., Myrtle Beach, SC 29577


TMS # 181-10-07-002

TO HAVE AND TO HOLD, the said premises, with its hereditaments, privileges and appurtenances, unto the said Party of the Second Part, GRQ Properties, LLC, its successors and assigns forever.

IN WITNESS WHEREOF, I, the said Cynthia Graham Howe, Master in Equity for Horry County, under and by virtue of the said Decretal Final Order, have hereunto set my Hand and seal this the 8th day of November, in the year of our Lord Two Thousand Twelve and in the Two Hundred Thirty Sixth year of Sovereignty and Independence of the United States of America.


Cynthia Graham Howe
Master in Equity for Horry County


Witness: 

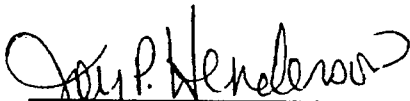
Witness: 

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF HORRY

I, , a Notary Public for South Carolina, do hereby certify that Cynthia Graham Howe, Master in Equity for Horry County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.


Notary Public for South Carolina

Dated: 

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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)
)

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 400 N. Kings Hwy Myrtle Beach, SC 29577, bearing Horry County Tax Map Number 181-10-07-002 was transferred by Master in Equity to GRQ Properties, LLC on November ____, 2012
3. Check one of the following: The Deed is
 - a. subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth
 - b. _____ subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary
 - c. _____ exempt from the Deed recording fee because (See Information section of affidavit):

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

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

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

- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of ~~\$801,000.00~~ \$801,000.00
- (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 _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The Deed recording is computed as follows:

- (a) Place the amount listed in item 4 above here: \$801,000.00
- (b) Place the amount listed in item 5 above here -0-
(If no amount is listed, place zero here)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$801,000.00

7. The Deed recording fee due is based on the amount listed on Line 6(c) above and the Deed recording fee due is: \$2,963.70

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

9. 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 and no/100 Dollars (\$1,000.00) or imprisoned not more than one year, or both.

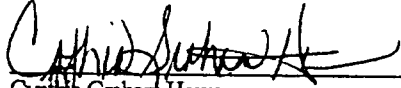
[Signature]
Purchaser, Seller, Legal Representative of the Purchaser or other Responsible Person
Connected with this Transaction

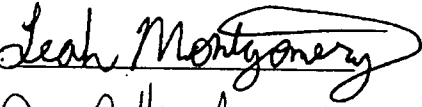
SWORN to before me this
9th day of October, 2012.

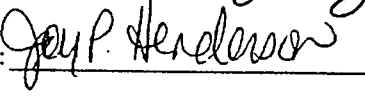
[Signature]
Notary Public for South Carolina
My Commission Expires: 1/24/21

Instrument#: 2012000132567, DEED BK: 3619 PG: 2247 DOCTYPE: 125 11/09/2012 at 02:47:43 PM, 2 OF 3 COUNTY STAMPS: \$523.60 STATE STAMPS: \$1237.60 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

IN WITNESS WHEREOF, I, the said Cynthia Graham Howe, Master in Equity for Horry County, under and by virtue of the said Decretal Final Order, have hereunto set my Hand and seal this the 8th day of November in the year of our Lord Two Thousand Twelve and in the Two Hundred Thirty Sixth year of Sovereignty and Independence of the United States of America.


Cynthia Graham Howe
Master in Equity for Horry County

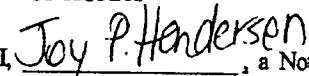
Witness: 

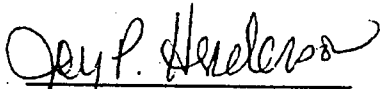
Witness: 

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF HORRY

I, , a Notary Public for South Carolina, do hereby certify that Cynthia Graham Howe, Master in Equity for Horry County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.


Notary Public for South Carolina

Dated: 

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

)
)
)

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 5th Ave. North & Ocean Blvd. Myrtle Beach, SC 29577, bearing Horry County Tax Map Number 181-10-10-006
3. Check one of the following: The Deed is
 - a. subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth
 - b. _____ subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary
 - c. _____ exempt from the Deed recording fee because (See Information section of affidavit):
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

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

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

- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$476,000.00
- (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 _____

5. Check Yes _____ or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The Deed recording is computed as follows:

(a) Place the amount listed in item 4 above here: \$476,000.00
 (b) Place the amount listed in item 5 above here -0-
 (If no amount is listed, place zero here)
 (c) Subtract Line 6(b) from Line 6(a) and place result here: \$476,000.00

7. The Deed recording fee due is based on the amount listed on Line 6(c) above and the Deed recording fee due is: \$1,761.20

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

9. 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 and no/100 Dollars (\$1,000.00) or imprisoned not more than one year, or both.

[Signature]
Purchaser, Seller, Legal Representative of the Purchaser or other Responsible Person Connected with this Transaction

SWORN to before me this
9th day of November, 2012
[Signature]
Notary Public for South Carolina
My Commission Expires: 1/24/21

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

MASTER-IN-EQUITY'S DEED
2009-CP-26-5395

WHEREAS, National Bank of South Carolina, on or about the 29th day of May in the year of our Lord Two Thousand Nine, did file a Complaint in the Court of Common Pleas for the County of Horry, State of South Carolina, against Myrtle Beach Grande Hotel, LLC, et al. Thereafter, on December 13, 2011, the Honorable Cynthia G. Howe, Master-in-Equity for Horry County, South Carolina, did file a Consent Order Substituting Counsel for Plaintiff and Amending Caption. The amended caption changed the Plaintiff to SRB Servicing, LLC, successor by assignment to Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with the National Bank of South Carolina.

AND WHEREAS, the action at issue, was heard by the Honorable Court whereupon the Judge of said Court, after full hearing thereof and mature deliberation in the premises, did ORDER, ADJUDGE AND DECREE that the premises particularly set forth and described hereafter should be sold by Cynthia Graham Howe, Master in Equity for Horry County, hereinafter called the party of the first part, on the terms and for the purpose mentioned in said Final Order, all of which will more fully appear by reference to the registry of the said Court, Judgment Roll No. 2009-CP-26-5395, the party of the first part, after having duly advertised the said premises for sale at public outcry on the 1st day of October, in the year of our Lord Two Thousand Twelve, did openly and publicly, and after such manner of auction, offer the said premises for sale and Cynthia Graham Howe, Master in Equity, as provided by law, did sell the same unto SRB Servicing, LLC, its successors and assigns, hereinafter called party of the second part, whether one or more, for the sum of **One Hundred Twenty Thousand and No/100 (\$120,000.00)**, being at that price the highest bidder for the same.

Grantee's Address: 249 Mack Bayou Loop, Suite 302
Santa Rosa Beach, Florida 32459

NOW KNOW ALL MEN BY THESE PRESENTS that said party of the first part in consideration of the premises and the sum of **One Hundred Twenty Thousand and No/100 (\$120,000.00)**, paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, release unto the said party of the second part.

SEE PROPERTY DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

TOGETHER with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said premises belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and the reversions and remainders, rents, issues and profits thereof; and also the estate, right, title, interest, dower, possession, property benefit, claim and demand whatsoever of all the parties to the said suit, as well as of all

Instrument#: 201300006098, DEED BK:
3632 PG: 1711 DOCTYPE: 125 01/16/2013
at 04:06:58 PM, 1 OF 4, EXEMPT,
BALLERY V. SKIPPER, HORRY COUNTY,
SC REGISTRAR OF DEEDS

EXHIBIT A

PARCEL I

ALL AND SINGULAR, that certain piece, parcel or lot of land, situate, lying and being in Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina, and being shown and designated as Lot 4, Block 28, Hotel Section, Myrtle Beach, according to Plat of same made by Stanley H. Wright, Engineer, dated June and July, 1938, recorded in Plat Book 1 at Page 84, records of Horry County, South Carolina.

THIS BEING the identical property conveyed to Harvey L. Jones and Wendy Jones Bellamy by Deed of Albert E. Ervine dated February 4, 2005, recorded February 8, 2005, in Deed Book 2858 at Page 1178, records of Horry County, South Carolina.

TMS #: 181-10-07-008

Corner of Chester St. & 5th Avenue North, Myrtle Beach, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

CA #: 2009-CP-26-5395
AFFIDAVIT

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

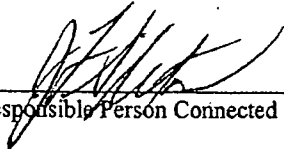
1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at Corner of Chester St. and 5th Ave. North, Myrtle Beach, bearing Horry County Tax Map Number 181-10-07-008 by Judge Cynthia G. Howe, Master-in-Equity, to SRB Servicing, LLC on the 14th day of January, 2013.
3. Check one of the following: The Deed is
 - (a) _____ Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money'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 and a stockholder, partnership or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) #4 Exempt from the Deed recording fee because (See Information section of Affidavit): (If exempt, please skip items 4-7 and go to item 8 of this Affidavit.) NO GAIN, NO LOSS – MASTER'S DEED - CA #: 2009-CP-26-5395
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this Affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) _____ The fee is computed on the fair market value of the realty, which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes, which is \$ _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$ _____.
6. The Deed recording fee is composed as follows:
 - (a) Place the amount listed in item 4 above here: \$ _____
 - (b) Place the amount listed in item 5 above here: \$ _____
 - (c) Subtract item 6(a) from item 6(b) and place result here: \$ _____
7. The deed recording fee is based on the amount listed in item 6(c) above and the deed recording fee due is: \$ _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Plaintiff/Grantee.
9. I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand Dollars or imprisoned not more than one year, or both.

SWORN to before me this 16th

day of January, 2013.


(Notary Public)

My commission expires 12/2/18


Responsible Person Connected with Transaction

Joseph F. Singleton, Attorney for Grantee
Print or Type Name Here

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Cynthia Graham Howe,
Master-in-Equity for Horry County

Appellate Case No.: 2012-213014
Order (S.C. Ct. App. Filed June 6, 2012)

Ex Parte Coastal Designs, Inc. and Tim WilkesPetitioners

v.

In Re: SRB Servicing, LLC, successor by assignment to
Synovus Bank, formerly known as Columbus Bank and
Trust Company, as successor in interest through name
change and by merger with the National Bank of South
CarolinaRespondent

v.

And Myrtle Beach Grande Hotel, LLC, Harvey L. Jones,
Wendy (J.) Bellamy, Billy Joe (J.) Bellamy, Kersi S.
Shroff, Mozingo & Wallace Architects, LLC, Harvey
Levon Jones and Wendy Beth Jones Bellamy as Personal
Representative of the Estate of Ann L. Jones, and as
Trustee of the Restated and Amended Trust Agreement
of Ann L. Jones, dated October 30, 2006..... Respondents

AFFIDAVIT OF HORRY COUNTY CLERK OF COURT

Upon review of the file retained in the Office of the Clerk of Court for Horry County, I
find that Appellants, Ex Parte Coastal Designs, Inc. and Tim Wilkes, never sought to stay
the sale by applying for or posting an appropriate bond pursuant to S.C. Code Ann. §18-
9-170.

Melanie Huggins-Ward
Melanie Huggins-Ward
Horry County Clerk of Court

SWORN to before me this 15
day of April, 2014.

Budgett Williamson (L.S.)
Notary Public for South Carolina
My Commission Expires: 7-28-18

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In the Supreme Court

APPEAL FROM HORRY COUNTY
Court of Common Pleas

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RECEIVED

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S.C. Supreme Court

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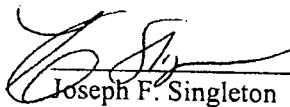
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Representative of the Estate of Ann L. Jones, and as
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RETURN TO PETITION FOR WRIT OF CERTIORARI



Joseph F. Singleton
Kathryn H. Sligh
Singleton, Burroughs & Young, P.A.
Post Office Box 1244
Conway, South Carolina 29528
(843) 248-4229

Attorneys for Respondent, SRB Servicing,
LLC

November 21, 2012

Other Counsel of Record:

>
Gene M. Connell, Jr.
Kathryn M. Cook
Susan P. MacDonald
Scott B. Umstead
November 12, 2012

COUNTER STATEMENT OF THE CASE

Pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure (SCRCP), the original action, an action for foreclosure of a mortgage, was referred to the Master-in-Equity in the above entitled County, by order of a Circuit Court Judge. Thereafter, the Master-in-Equity issued a Master's Order and Judgment of Foreclosure and Sale. The property was listed in the Notice of Sale and was bid upon on February 7, 2011. The Petitioners were the successful bidders of three of the four parcels listed in the Notice of Sale with a bid totaling \$955,000.00. Two of those three parcels had first mortgages that were not specifically named in the Notice of Sale. Petitioners provided a deposit of \$18,000.00 by the end of the day; however, that deposit was not in compliance with the Notice of Sale which required a five percent deposit. Although the published Notice of Sale included language that addressed the sale was being made subject to superior liens, it did not specifically set out the known first mortgages. Petitioner Wilkes wrote a letter to the Master-in-Equity expressing his intention to enforce the sale without being subject to the first mortgages. The Master-in-Equity, in an attempt to protect the Petitioners and other purchasers, determined that the fair thing to all parties would be to set aside the February sale and re-advertise setting forth the specific mortgages that the sale is subject to. Thereafter, an Order to Vacate was submitted and signed.

The Court of Appeals issued a memorandum Order dismissing Petitioners' appeal "[b]ecause the order appealed from is neither a final order nor an exception permitting an appeal from an interlocutory order and Wilkes never moved to

intervene to become a named party” Ex Parte Coastal Designs, Inc., S.C. Ct. App. Order filed June 6, 2012.

Holding that Petitioners not being a party, not having taken action to intervene, and the order being appealed not being a final order, the Court of Appeals held Petitioners lack standing to pursue the appeal and dismissed it. The Court of Appeals denied Petitioners petition for rehearing based upon the Court being unable to discover that any material fact or principle of law has been either overlooked or disregarded. Ex Parte Coastal Designs, Inc., S.C. Ct. App. Order filed August 29, 2012. Based on the ruling of the Court of Appeals, the underlying appeal and petition for certiorari should be dismissed.

**I. GRANTING CERTIORARI IS NOT APPROPRIATE
WHERE NO SPECIAL AND IMPORTANT REASONS
EXIST TO WARRANT CERTIORARI.**

Respondent respectfully submits that the case presented does not involve issues and/or facts and circumstances warranting a grant of certiorari.

A writ of certiorari will be granted only where there are special and important reasons. Rule 242(b), SCACR. The Supreme Court has discretion to grant review; however, petitions which are granted generally involve novel questions of law, a dissent in the Court of Appeals decision, the Court of Appeals decision conflicting with a prior Supreme Court decision, a substantial constitutional issue is directly involved, or a federal questions. Id.

The Court of Appeals dismissed Petitioners' appeal reasoning that the Master-in-Equity's order vacating the foreclosure sale from which Petitioners appealed is neither a final order nor an exception permitting an appeal from an interlocutory order and Petitioners never moved to intervene to become a named party. Ex Parte Coastal Designs, Inc., S.C. Ct. App. Order filed June 6, 2012. The Court of Appeals denied Petitioners petition for rehearing based upon the Court being unable to discover that any material fact or principle of law has been either overlooked or disregarded. Ex Parte Coastal Designs, Inc., S.C. Ct. App. Order filed August 29, 2012.

Based on the order issued by the Court of Appeals and the Master-in-Equity's order vacating sale, the issues presented are not consistent the character of reasons which are generally considered in granting review as set forth in Rule 242(b)(1)-(5), SCACR.

The case does not involve a novel question of law, the Court of Appeals decision did not include a dissent, the decision does not conflict with a prior decision of the Supreme Court, a substantial constitutional issue is not directly involved, and no federal question is included in the Court of Appeals decision.

While the Supreme Court has discretion to grant review, certiorari is not a matter of right. (Rule 242(b), SCACR.) In the case presented, Petitioners offer no compelling argument that special and important reasons exist to support a grant of certiorari.

**II. APPELLATE REVIEW IS THE NOT APPROPRIATE AS
THE CASE IS NOW MOOT.**

There no longer exists a judicable controversy as appropriate relief may not be granted. The relief requested by Petitioners in their Final Brief was to set aside the Master-in-Equity's order vacating sale and/or reverse the order and remand the matter to the lower court. Final Brief of Appellant, dated November 30, 2011.

The Court of Appeals stated in its order dismissing the appeal that "the property will be re-sold after the publication of the amended notice of sale." Ex Parte Coastal Designs, Inc., S.C. Ct. App. Order filed June 6, 2012.

During the pendency of this appeal, Petitioners never moved to post a bond pursuant to S.C. Code Ann. § 18-9-190, and, in fact, never posted any bond. Additionally, Petitioners never moved for an order imposing supersedeas. In the interim the subject property was sold at a properly noticed public sale conducted by the Master-in-Equity. The property was sold on October 1, 2012, after due and legal notice of the sale.

Appellate Courts will generally not hear appeals in cases that have become moot. 15 S.C. Jur. Appeal and Error§ 19, citing Wallace v. York 276 S.C. 693, 281 S.E.2d 487 (1981).

When an event occurs that makes it impossible for the appellate court to grant effectual relief, and thus resolution of the appeal would have no practical legal effect on an existing controversy the case has become moot. 15 S.C. Jur. Appeal and Error § 19. Accordingly, any appellate opinion would be merely advisory. *Id.*, citing *Knight Publishing Co. v. University of South Carolina*, 295 S.C. 31, 377 S.E.2d 20 (1988).

As the appellate court is to decide actual controversies touching the rights of some party to the litigation, it is not the function to give opinions on abstract questions and issues which have become moot are not a proper subject for review. *Byerly v. South Carolina Nat'l Bank Corp.*, 311 S.C. 127, 427 S.E.2d 715 (Ct. App. 1993), reh'g denied (Apr. 1, 1993) and aff'd, 313 S.C. 385, 438 S.E.2d 233 (1993).

Rule 241, SCACR, sets forth the general rule that civil matters are automatically stayed upon service of the notice of appeal; however, Rule 241(b)(4), SCACR enumerates an exception to the stay where the sale of real property is directed under S.C. Code Ann. § 18-9-170.

The judicial sale of the subject property fell within the exception to the automatic stay per Rule 241(b)(4), SCACR. Thus, the sale of the property occurred on October 1, 2012 and has been duly conveyed to the successful bidder who complied with the terms of the foreclosure sale. The parcel identified as the strip center, and parcel number 181-10-07-002 was conveyed by Master's Deed, recorded in the office of the Horry County Register of Deeds in Deed Book 3619, at Page 2249, on November 9, 2012. The parcel identified as the hotel, and parcel

number 181-10-10-006 was conveyed by Master's Deed, recorded in the in the office of the Horry County Register of Deeds in Deed Book 3619, at Page 2246, on November 9, 2012.

Petitioners also failed to move for an order imposing a supersedeas as allowed by Rule 241(c)(1), SCACR. An order imposing a supersedeas would have effectively halted the judicial sale of the subject property until the appeal was decided. However, Petitioners elected not to move for such an order.

The Petitioners' appeal has become moot, as the subject property has been duly sold and conveyed. Due to Petitioners failure to post any bond, or to request an order imposing superseadeas, the property has been sold and conveyed and the issue is now moot.

III. DID THE COURT OF APPEALS ERR BY DISMISSING THE APPEAL WHERE PETITIONERS WERE NOT PARTIES TO THE LITIGATION?

In dismissing the appeal, the Court of Appeals held that Petitioners were not parties to the litigation and never moved to intervene as a party.

Rule 201(b), SCACR, provides that "only a **party** aggrieved by an order, judgment, sentence, or decision may appeal." (Emphasis added.)

Petitioners maintain that they had standing as a person aggrieved by the Master-in-Equity's order vacating the sale. However, the Court of Appeals held that Petitioners lacked standing to appeal as they were not parties.

Respondents submit that the cases cited by Petitioners support the Court of Appeals decision to dismiss the appeal based on the fact that the Petitioners are not parties and therefore not entitled to pursue the appeal.

Merely being aggrieved does not give rise to standing. Petitioners cite Kelly v. Bank of America, 379 S.C. 437, 665 S.E.2d 237 (Ct. App. 2008), for the proposition that a party is aggrieved by a judgment or decree for the purposes of determining whether a party can appeal. (Emphasis added). In Kelly v. Bank of America, the Court of Appeals found the Bank was neither a "party" to the action nor "aggrieved" and, therefore, lacked standing to appeal. *Id.*, at 447, S.E.2d at 242.

Petitioners also cited Shaw v. City of Charleston, 351 S.C. 32, 567 S.E.2d 530 (Ct. App. 2002), where the Court of Appeals found the City of Charleston entitled to appeal a grant of summary judgment in favor of a co-defendant as the City was an aggrieved party. In contrast to the case presented, the City of Charleston was an aggrieved party who based on the facts and circumstances was entitled to appeal. Here Petitioners are not aggrieved parties to the litigation as contemplated by Rule 201(b), SCACR.

In First Union Nat'l Bank of South Carolina v. Soden, 333 S.C. 554, 556, 511 S.E.2d 372, 378 (1988), as cited by Petitioners, the Court of Appeals ruled that “[a] party cannot appeal from a decision which does not affect his interest”. Petitioners also cite Charleston County School Dist. v. Charleston County Election Comm’n, 336 S.C. 174, 181, 519 S.E.2d 567, 573 (1999), where the Supreme Court ruled the State Commission was able to appeal because it was a named party in the pleadings and in the circuit court order.

The appellate court decisions cited by Petitioners serve to support the Court of Appeals ruling that Petitioners are not parties within contemplation of Rule 201(b), SCACR, and therefore not entitled to appeal.

Respondents dispute Petitioners’ contention that they held a vested property right as the successful bidder. Petitioners, at best, had a contractual right as the successful bidder who failed to comply with the terms of sale.

IV. DID COURT OF APPEALS ERR BY DISMISSING THE APPEAL WHERE PETITIONERS NEVER MOVED TO INTERVENE?

Petitioners assert that intervention was not possible in this case, but cite nothing in the record to support that intervention, if requested, would have been denied.

In fact, Petitioners never attempted to intervene. Petitioners’ argument is based solely on speculation and lacks merit.

Rule 24, SCRCP allows intervention upon timely application and does not prohibit a motion after the order vacating the sale was entered. Although Respondent disputes the claim that Petitioners acquired a property interest, Rule 24(a)(2), SCRCP sets forth the right of persons with an interest in property to intervene in an action. Petitioners could have moved before the Master-in-Equity to intervene or to alter or amend the order pursuant to Rules 24, 59 or 60, SCRCP. Petitioners further never attempted to bring a collateral action asking the judicial sale be stayed until the appeal could be heard.

Nothing in the record supports Petitioners' argument that intervention was impossible. Notably, Petitioners never took action to become a party or to acquire standing under any of the procedural avenues available.

The cases cited by Petitioners fail to support their contention that intervention was impossible. In the cases cited the requests to intervene were denied based on the individual facts and circumstances of each case.

In Ex Parte Reichlyn, 310 S.C. 495, 497 S.E.2d 661 (1993), the Supreme Court upheld trial court's denial of motion to intervene by former company president, where the former president had a judgment against the corporation and had a right to indemnification by the corporation for fines imposed by DHEC. Former president argued that liquidation of the company assets would impair his ability to protect his interest and right to indemnification, but the Supreme Court found the alleged interest was not sufficient to warrant intervention as a matter of right and the motion to intervene was not timely filed. Id., at 500, 497 S.E.2d at 644.

Petitioners cited Ex Parte Horry County State Bank, 361 S.C. 503, 604 S.E.2d 723 (2004), where the restaurant's parking easement was terminated and the motion to intervene by the bank which held mortgage on the easement was denied. The Court of Appeals upheld the denial of bank's motion to intervene finding the bank's interest was adequately represented, but confirmed that intervention should be liberally granted. Id., at 513, 604 S.E.2d at 728.

Petitioners' argument is clearly speculative and the contention that the only option under the circumstances was to appeal is factually inaccurate.

V. DID THE COURT OF APPEALS ERR BY DISMISSING PETITIONERS' APPEAL WHERE MASTER-IN-EQUITY ISSUED AN ORDER VACATING THE SALE AFTER DETERMINING THE NOTICE OF SALE WAS DEFECTIVE?

Petitioners argue their due process rights were violated by lower court's failure to afford Petitioners a right to notice and to be heard as the successful bidder in the foreclosure sale, and the Court of Appeals compounded the violation by failing to address the due process violation.

Rule 220(b), SCACR, requires the appellate court to distinctly state each point which is necessary to the decision of the appeal, and need not address a point which is manifestly without merit. Respondents maintain the Court of Appeals

was not required to address the alleged due process violation where its decision was rendered without the necessity of specifically addressing each of Petitioners arguments.

Petitioners argue that that they were entitled to due process pursuant to Blanton v. Stathos, 351 S.C. 534, 570 S.E.2d 565 (Ct. App. 2002); Brown v. Malloy, 345 S.C. 113, 546 S.E.2d 195 (Ct. App. 2001); Grannis v. Ordean, 234 U.S. 385, 34 S.Ct.779, 85 L.Ed.1363 (1914); Stono River Env'tl. Protection Ass'n v. South Carolina Dept. of Health & Env'tl. Control, 305 S.C. 90, 406 S.E.2d 340 (S.C. 1991); Murdock v. Murdock, 338 S.C. 322, 526 S.E.2d 241 (Ct. App. 1999). In each of these cases, the party that is alleged to have been deprived of due process was an actual litigant in the matter. Petitioners as bidders at the foreclosure sale were not parties to the underlying action for foreclosure.

Petitioners assert they had the right to contest the Master-in-Equity's order or at least be heard; however, Petitioners failed to comply with the terms of the sale thereby forfeiting any interest in the subject property. Pursuant to the Notice of Sale in the case *sub judice* the terms of the sale are clear. Petitioners were required to present a deposit of five percent (5%) of the purchase price by the conclusion of the bidding that day. The Notice of Sale specifically stated the following:

“TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Master-in-Equity at conclusion of the bidding, five (5%) of the bid, in cash or equivalent, as evidence of good faith, same to be applied to the

purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of non-compliance."

Petitioners, while being the successful bidder, did not comply with the terms of the Notice of Sale, and therefore forfeited their deposit, as well as, any interest they may have had. Petitioners' failure to comply with the Notice of Sale prevents them from now enforcing its terms. Furthermore by failing to comply with the bid, they negated their status as interested parties and should thereby not be entitled to any due process.

The master-in-equity has the authority to set aside a judicial sale and vacate it if circumstances warrant judicial interference. Poole v. Jefferson Standard Life Ins. Co., 174 S.C. 150, 157, 177 S.E 14, 27 (S.C. 1934). After being informed of the defective notice of sale, the Master-in-Equity issued the order vacating the sale in an effort to protect the litigants and potential bidders, which provide circumstances sufficient to warrant judicial interference and which does not violate the due process rights of the Petitioners, if any.

VI. DID THE COURT OF APPEALS ERR BY DISMISSING PETITIONERS' APPEAL WITHOUT ADDRESSING THE METHOD OF HANDLING PUBLIC SALES AND THE RIGHTS OF SUCCESSFUL BIDDERS?

As recognized by the authorities cited by Petitioners, the trial court's decision to set aside a judicial sale will be left to the sound discretion of the trial court. The

appellate courts are not required to give advisory opinions where the issue is not properly before the appellate court.

Lower court did not violate any established procedures when it vacated the sale and based on the record was attempting to protect the rights of all parties, in addition to the Petitioners, by having property re-sold after an amended notice of sale was published which clearly reflect that the property being sold was subject to liens.

In Wells Fargo Bank, N.A. v. Turner, 378 S.C. 147, 662 S.E.2d 424 (Ct. App. 2008), as cited by Petitioners, the successful bidder at a mortgage foreclosure sale appealed the order vacating said sale. The opinion does not create any procedural requirements for vacating a foreclosure sale, but rather recites the procedural history of the case. Id. It is an unreasonable stretch to construe the opinion holding to set down any procedural due process requirements with respect to the rights of successful bidders at judicial foreclosure sales.

Petitioners also cite Investors Sav. Bank v. Phelps, 303 S.C. 15, 397 S.E.2d 780 (Ct. App. 1990) , for the proposition that the trial court is vested with the sound discretion in whether to set aside a judicial sale, which Respondent submits further supports the Court of Appeals and lower court decision.

VII. DID THE COURT OF APPEALS ERR IN HOLDING THE ORDER VACATING THE SALE WAS NOT FINAL AS TO PETITIONERS WHERE THE INITIAL NOTICE OF SALE

**WAS DEFECTIVE AND THE PROPERTY WAS TO BE RE-
SOLD?**

The order vacating sale, dated February 14, 2011 is not a final order nor an exception to interlocutory appeal under Rule 201, SCACR, as it only dealt with the issue of whether it was proper to set aside the judicial sale based on the defective notice of sale.

As the Petitioners recognize in their argument, the purchase of the property by a new bidder leaves the Petitioners with no remedy at all. However, Petitioners failed to avail themselves of any of the appropriate procedural avenues to postpone the sale, and as argued above, this issue is now moot and not properly before the Court.

Petitioners cite no authority to dispute the Court of Appeals ruling that the order vacating the sale was not final. Respondents maintain the Court of Appeals decision should be affirmed.

**VIII. IS A COURT OF APPEALS ORDER INVALID WHERE IT
IS SIGNED BY ONE JUDGE AND WHERE THERE WAS
NO ORAL ARGUMENT?**

Petitioners do not cite any authority supporting the contention that one judge cannot sign an order.

The authority cited deals with situations involving a panel hearing on the merits, to which the Petitioners were not entitled. Rule 220, SCACR, provides that appellate court decisions shall be in writing by either published opinions or memorandum opinions, and memoranda opinions are not to be published in the official reports. In an Order filed June 6, 2012, the Court of Appeals dismissed Petitioners' appeal. Ex Parte Coastal Designs, Inc., S.C. Ct. App. Order filed June 6, 2012.

The Order denying Petitioners' Motion for Rehearing was in fact signed by three members of the Court of Appeals. Ex Parte Coastal Designs, Inc., S.C. Ct. App. Order filed August 29, 2012.

The Court of Appeals should not be burdened with considering matters which are not properly before the appellate courts. Petitioners contend that in order to render a decision, the Court of Appeals must sit as a three member panel and issue a decision signed by the three judges on the panel. However, Petitioners cite no authority establishing or recognizing that all dispositive orders issued must be signed by at least three members of the Court of Appeals. A plain reading of Rule 220, SCACR indicates that all rulings must be in writing, but the validity of the order does not hinge on whether three judges signed the decision.

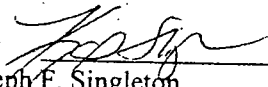
CONCLUSION

Petitioners were the successful bidders at the foreclosure sale but were not parties to the litigation and made no attempt to intervene. Petitioners were not

denied due process, because they were not aggrieved parties nor did they comply with the terms of the sale. Even if the Petitioners were not afforded proper notice or the opportunity to be heard, the Master-in-Equity has the discretion to vacate the sale and Petitioners have offered nothing in the record to suggest such discretion was abused. Furthermore, the issue before the Court is now moot, as the Petitioners failed to avail themselves of the appropriate legal avenues to protect their interest, if any, and the subject property has been sold and conveyed in connection with a subsequent duly noticed judicial sale. Petitioners' requested relief cannot be effectively granted. Therefore, Respondent, SRB Servicing, LLC requests the Court deny Petitioners' petition for writ of certiorari.

Respectfully submitted,

SINGLETON, BURROUGHS & YOUNG,
P.A.

BY: 
Joseph F. Singleton
Kathryn H. Sligh
1303 Third Avenue
Conway, SC 29526
(843)-248-4229 (phone)
Attorneys for Respondent, SRB Servicing,
LLC

November 21, 2012
Conway, SC

THE STATE OF SOUTH CAROLINA
In the Supreme Court

RECEIVED

APR 17 2014

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S.C. SUPREME COURT

CERTIFICATE OF SERVICE

I certify that I have mailed the original and six copies of the MOTION TO
SUPPLEMENT RECORD ON APPEAL and PROOF OF SERVICE, to the South
Carolina Supreme Court at the address shown below, via first class mail and one (1) copy
via U.S. Mail to opposing counsel, postage prepaid this 15th day of April, 2014:

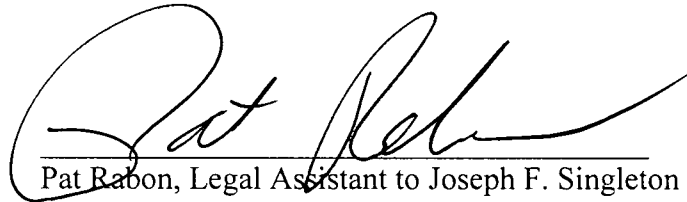
The South Carolina Supreme Court
Attention: Daniel E. Shearouse, Clerk
Post Office Box 11330
Columbia, SC 29211

Gene M. Connell, Jr., Esquire
KELAHER CONNELL & CONNOR, P.C.
Post Office Drawer 14547
Surfside Beach, SC 29587

Susan P. MacDonald, Esquire
NELSON MULLINS RILEY & SCARBOROUGH, LLC
PO Box 3939
Myrtle Beach, SC 29578

Scott B. Umstead, Esquire
SCOTT B. UMSTEAD, P.A.
4226 Mayfair Street, Suite 100
Myrtle Beach, SC 29577

Kathryn Cook, Esquire
3655 S. Highway 17 Business
Murrells Inlet, SC 29576

A handwritten signature in black ink, appearing to read "Pat Rabon", written over a horizontal line.

Pat Rabon, Legal Assistant to Joseph F. Singleton
SINGLETON, BURROUGHS & YOUNG, P.A.
1303 Third Avenue
Post Office Drawer 1244
Conway, South Carolina 29528-1244
(843) 248-4229; facsimile (843) 248-7182
Attorney for Respondent