

JULIE J. ARMSTRONG

CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2258

RETURN SERVICE REQUESTED



www3.charlestoncounty.org



Peter Gerard McGrath
802 Johnnie Dodds Blvd.
Mount Pleasant, SC 29466

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC

Master/Master's Order of Judgment & cert/serv

CASE NO: 2013CP1005324

Tidelands Bank VS J R Gregory Ventures Llc , defendant, et al

This judgment was entered on the 09th day of June, 2014, and a copy mailed first class on Tuesday, June 10, 2014, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at www3.charlestoncounty.org.

Moore & Van Allen

June 10, 2014

Peter G. McGrath, Esquire
McGrath Law Firm, PA
802 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464

John Joseph Dodds, III, Esquire
The Law Firm of Cisa & Dodds, LLP
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464

Joseph T. Belton
Attorney at Law

T 843 579 7040
F 843 579 8729
josephbelton@mvalaw.com

Moore & Van Allen PLLC

78 Wentworth St.
Charleston, SC 29401-1428

Mailing Address:
Post Office Box 22828
Charleston, SC 29413-2828

**Re: Tideland Bank vs. J.R. Gregory Ventures, LLC, et al.
Court File No. 2013-CP-10-5324
MVA File No. 034956-136**

Dear Sirs:

Enclosed for service upon you is the Order of Judgment in connection with the above-referenced matter. The Notice of Master's Sale will be served upon via separate cover letter.

Very truly yours,

Moore & Van Allen PLLC

Joseph T. Belton

JTB/jmc
Enclosures – as stated
cc: Tideland Bank

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-10-5324

Tidelands Bank

J. R. GREGORY VENTURES, LLC,
 MARILYN T. SCHMITT AND THE
 MERIDIAN OWNERS ASSOCIATION,
 INC.,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: W. Gregory Pearce Joseph T. Belton	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
---	---

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. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; 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
 2014 JUN -9 AM 9:49
 JULIE J. AGOSTINIS
 CLERK OF COURT
 BY _____

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 Sale to be Scheduled

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)
		\$

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

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.

Master in Equity

Judge Code

Date

3062

6/4/14

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:

W. Gregory Pearce
Joseph T. Belton
Moore & Van Allen PLLC
PO Box 22828
Charleston, SC 29413-2828

Peter G. McGrath, Esquire
McGrath Law Firm, PA
802 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464
Attorney for Defendants J.R. Gregory Ventures, LLC and Defendant Marilyn T. Schmitt

John Joseph Dodds, III, Esquire
The Law Firm of Cisa & Dodds, LLP
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464
Attorneys for Defendant, The Meridian Owners Association, Inc.

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: _____

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
TIDELANDS BANK,)
Plaintiff,)
vs.)
J. R. GREGORY VENTURES, LLC,)
MARILYN T. SCHMITT AND THE)
MERIDIAN OWNERS ASSOCIATION,)
INC.,)
Defendants.)

IN THE COURT OF COMMON PLEAS
COURT FILE NO. 2013-CP-10-5324

**ORDER OF JUDGMENT
(Deficiency Demanded)**

BY JULIE J. ARNSTROM
CLERK OF COURT
2014 JUN -9 AM 9:49
FILED

The above-referenced matter came before the Honorable Mikell R. Scarborough, as Master in Equity, on Monday, April 28, 2014 for hearing on motion of the Plaintiff, Tidelands Bank, for summary judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. Having considered the pleadings and evidence presented, and the arguments of counsel, this Court now makes the following Findings of Fact and Conclusions of Law in accordance with S.C.R.Civ.P.52(a).

I. FINDINGS OF FACT

1. The Plaintiff, Tidelands Bank ("Plaintiff" and/or "Lender" and/or "Bank") is now and was at the times hereinafter mentioned a corporation organized and existing under the laws of the State of South Carolina, with its principal place of business at Mt. Pleasant, and doing business in Charleston County, South Carolina, and this Court has jurisdiction of the property, the parties and the subject matter of this action.

2. That on or about March 22, 2006, Marilyn T. Schmitt on behalf of J.R. Gregory Ventures, LLC (the "Borrower" and/or "Obligor" and/or "Company") executed and delivered to Plaintiff a negotiable Note in the original principal amount of Two Hundred One Thousand Fifty and 00/100 (\$201,050.00) Dollars, with interest thereon as set forth therein (the "Original Note").

3. That on July 10, 2007, Obligor executed and delivered to Plaintiff its renewal note in the original amount of \$201,050.00 ("Renewal Note #1").

4. That on August 1, 2008, Obligor executed and delivered to Plaintiff its renewal note in the amount of \$200,900.00 ("Renewal Note #2").

5. That on September 24, 2012, Obligor executed and delivered to Plaintiff its renewal note in the amount of \$200,880.69 ("Renewal Note #3") (The Original Note, the Renewal Note #1, the Renewal Note #2 and the Renewal Note #3 are hereinafter collectively referred to as the "Note").

6. That on March 22, 2006, to secure payment of the Note, Obligor executed and delivered to Plaintiff a mortgage (the "Mortgage"), which Mortgage was recorded on April 4, 2006, in the Office of the RMC for Charleston County, South Carolina, in Book S578, Page 435, and covers the following described real property (the "Property"):

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 1700-A and Garage Unit Number 309 in THE MERIDIAN Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing THE MERIDIAN Horizontal Property Regime, dated November 10, 2005, and recorded in the RMC Office for Charleston County in Book J563 at Page 344 and as amended in the First Amendment to Master Deed in Book J565 at Page 507, and any amendments thereto; together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING the same property conveyed to J. R. Gregory Ventures, LLC by Deed of Montecito Palmetto Plantation, LLC, said Deed being dated March 22, 2006 and recorded April 4, 2006 in the RMC Office for Charleston County in Book R578 at Page 265.

TMS # 558-00-00-685 (Unit 1700A)

TMS #558-00-00-843 (Garage Unit 309)

7. That in order to further secure payment of the Note and as additional consideration and an inducement to the Bank making the commercial loan to J.R. Gregory Ventures, LLC, Defendant, Marilyn T. Schmitt (the "Guarantor"), individually executed and delivered to Plaintiff her personal guaranty of payment of the amount due under the Note (The Note, Mortgage, and Guaranty are sometimes referred to herein collectively as the "Commercial Loan").

8. That the terms and conditions of the Guaranty clearly state as follows:

For good and valuable consideration . . . and to induce Tidelands Bank ("Lender") . . . to make loans . . . to or for the account of J.R. Gregory Ventures, LLC ("Borrower") . . . the Undersigned [Marilyn T. Schmitt] hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise of the debts, liabilities, and obligations described as follows: . . . the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the Loan [the Loan is identified as the Note] and any extensions, renewals or replacements.

9. That the Guarantor signed the Guaranty.

10. That the Guarantor admits to having failed to read all the terms and conditions of the Guaranty.

11. That the Guarantor is experienced in business and she handles the affairs of her multiple businesses and was of sound mind at the time of entering into the Commercial Loan transaction with the Bank.

12. That the Obligor and Guarantor each accepted the terms and conditions of the Commercial Loan and thereafter received, accepted, and used the proceeds of the Commercial Loan for their own benefit.

13. That the conditions of the Commercial Loan have been broken in that Obligor and Guarantor have failed to make the required payments since on or about March 5, 2013, and Plaintiff, as holder of the Note and the Mortgage, has elected to declare a default, to accelerate the terms of the Note, and to declare the entire amount payable according to the terms of the Note, Mortgage, and the Guaranty now due and owing.

14. That Plaintiff has made due demand upon Obligor and Guarantor for such entire amount, which demand has been refused, and there is now due on the Note, Mortgage, and Guaranty the principal sum of One Hundred Ninety-One Thousand Four Hundred Ninety-Four and 82/100 (\$191,494.82) Dollars, with interest thereon at the rate provided in the Note from March 2, 2013, until paid, plus any advances with interest, and attorneys' fees and costs in the amount of \$6,451.05.

II. CONCLUSIONS OF LAW

15. Summary judgment is appropriate when the pleadings, depositions and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law. *Turner v. Milliman*, 392 S.C. 116, 122 (2011). See also Rule 56(c), S.C. Rules Civ. Pro.

16. To determine whether any triable issues of fact exist, the reviewing court must consider the evidence and all reasonable inferences in the light most favorable to the non-moving party. *McLaughlin v. Williams*, 379 S.C. 451, 455-56, 665 S.E.2d 667, 670 (Ct. App. 2008).

17. The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. *Miller v. Blumenthal Mills, Inc.*, 365 S.C. 204, 220, 616 S.E.2d 722, 730 (Ct. App. 2005).

18. Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case . . . the nonmoving party must come forward with specific facts showing there is a genuine issue for trial. *Id.*



19. Summary judgment should be granted when it is clear that further inquiry into the facts is not desirable to clarify application of the law. *Cullum Mech. Constr. Co. v. South Carolina Baptist Hosp.*, 336 S.C. 423, 520 S.E.2d 809 (Ct. App. 1999).

20. A guaranty of payment is an absolute or unconditional promise to pay a particular debt if it is not paid by the debtor at maturity. *Citizens & S. Nat'l Bank of S.C. v. Lanford*, 313 S.C. 540, 543, 443 S.E.2d 549, 550 (1994).

21. Under an absolute guaranty of payment, the creditor may maintain an action against the guarantor immediately upon default of the debtor. *Id.*

22. As early as 1924 courts have recognized that every contracting party owes a duty to the other party to the contract and to the public to learn the contents of a document before he signs it. *Burwell v. South Carolina Nat'l Bank*, 288 S.C. 34, 39, 340 S.E.2d 786 (1986) (citing *J.B. Colt Co. v. Britt*, 129 S.C. 226, 123 S.E. 845 (1924)).

23. A person who signs a contract or other written document cannot avoid the effect of the document by claiming that he did not read it. *Wachovia Bank, N.A. v. Blackburn*, 755 S.E.2d 437, 2014 S.C. Lexis 54 (2014); see also *Regions Bank v. Schmauch*, 354 S.C. 648, 663, 582 S.E.2d 432, 440 (Ct. App. 2003).

24. When a person signs a document, he is responsible for exercising reasonable care to protect himself by reading the document and making sure of its contents. *Id.*; see also *Regions Bank* at 663-64, 582 S.E.2d at 440.

25. This rule is subject to the exception that if the party is ignorant and unwary, his failure to read the document may be excused. *Regions Bank* at 664, 582 S.E.2d at 440; see also *Burwell*, 288 S.C. at 40, 340 S.E.2d at 789. However, our court very strictly construes this exception. *Id.*; see also *Burwell*, 288 S.C. at 40, 340 S.E.2d at 789.

26. The law does not impose a duty on the bank to explain to an individual what he could learn from simply reading the document. *Id.*; see also *Regions Bank* at 664, 582 S.E.2d at 440; *Citizens* 313 S.C. at 545, 443 S.E.2d at 551.

27. That the evidence presented establishes that the loan that is subject to Plaintiff's above-referenced foreclosure action is a commercial loan.

28. That the evidence presented establishes that the Company has breached the terms and conditions of the Note and Mortgage.

29. That the evidence presented establishes that the Plaintiff has the right to foreclose on the subject Property.



30. That the evidence presented establishes that the Mortgage constitutes a valid first priority purchase money mortgage lien upon the Property.

31. That the evidence presented establishes that the terms, conditions and the language of the Guaranty unambiguously provide that Marilyn T. Schmitt was to be personally obligated to the Bank under the Guaranty in consideration for the Commercial Loan.

32. That the evidence presented establishes that the Guarantor signed the Guaranty.

33. That the Guarantor had a duty to read the terms and conditions of the Guaranty before signing the document. That by signing the Guaranty, the Guarantor is charged with having read its contents.

34. That the Guarantor cannot avoid personal liability under the Guaranty by claiming that she signed the Guaranty as a representative of the Company when the clear terms, conditions and signature caption of the Guaranty expressly provide that Guarantor was entering into the Guaranty in her individual capacity and not as representative of the Company. The Guarantor simply failed to read the Guaranty and cannot avoid the effect of the Guaranty by her own unilateral mistake. There is no evidence in the record which demonstrates that the Bank intended or expected that the Guarantor would be signing the Guaranty as a representative of the Company.

35. That the evidence presented establishes that the Guarantor is sophisticated in business affairs and does not fall into the narrow exception of being ignorant or unwary.

36. That the evidence presented establishes that the Guarantor has breached the terms and conditions of the Guaranty.

III. CONCLUSION

It is therefore,

ORDERED, ADJUDGED AND DECREED that this Court GRANTS Judgment in favor of the Plaintiff, Tideland Bank, against Defendant-Obligor, J. R. Gregory Ventures, LLC, and that the Clerk of Court shall immediately enter upon the indices for judgments, a money judgment in favor of Plaintiff against Defendant, J.R. GREGORY VENTURES, LLC, in the principal sum of One Hundred Ninety-One Thousand Four Hundred Ninety-Four and 82/100 (\$191,494.82) Dollars, with interest thereon at the rate provided in the Note from March 2, 2013, until paid, plus any advances with interest, and attorneys' fees and costs in the amount of \$6,451.05;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the lien of Plaintiff's Mortgage be declared to be a first priority purchase money mortgage lien upon the Property;

A handwritten signature in black ink, appearing to be the initials 'MS' or similar, located in the bottom right corner of the page.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff be awarded judgment of foreclosure and its Mortgage debt be established and confirmed in the principal sum of One Hundred Ninety-One Thousand Four Hundred Ninety-Four and 82/100 (\$191,494.82) Dollars, with interest thereon at the rate provided in the Note from March 2, 2013, until paid, plus any advances with interest, and attorneys' fees and costs in the amount of \$6,451.05;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court GRANTS Judgment in favor of the Plaintiff, Tidelands Bank, against Defendant-Guarantor, Marilyn T. Schmitt, and that the Clerk of Court shall immediately enter upon the indices for judgments, a money judgment in favor of Plaintiff against Defendant, MARILYN T. SCHMITT, pursuant to her Guaranty Agreement, in the principal sum of One Hundred Ninety-One Thousand Four Hundred Ninety-Four and 82/100 (\$191,494.82) Dollars, with interest thereon at the rate provided in the Note from March 2, 2013, until paid, plus any advances with interest, and attorneys' fees and costs in the amount of \$6,451.05;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property described immediately below:

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 1700-A and Garage Unit Number 309 in THE MERIDIAN Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing THE MERIDIAN Horizontal Property Regime, dated November 10, 2005, and recorded in the RMC Office for Charleston County in Book J563 at Page 344 and as amended in the First Amendment to Master Deed in Book J565 at Page 507, and any amendments thereto; together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING the same property conveyed to J. R. Gregory Ventures, LLC by Deed of Montecito Palmetto Plantation, LLC, said Deed being dated March 22, 2006 and recorded April 4, 2006 in the RMC Office for Charleston County in Book R578 at Page 265.

TMS # 558-00-00-685 (Unit 1700A)

TMS #558-00-00-843 (Garage Unit 309)

As to Unit 1700A only: BEING a portion of the property conveyed to The Meridian Owners Association, Inc. by Deed of J. Al Cannon, Jr., Sheriff of Charleston County, said Deed being dated December 3, 2012 and recorded in the aforesaid office on December 14, 2012, in Book O297 at Page 748.

be sold at 11:00 a.m. on the next convenient sale date, and should the regular day of judicial sales fall on a legal holiday, then in such event, the sales day shall be on the next business day succeeding such holiday,



at public auction at the Charleston County Judicial Center, subject to Plaintiff's reservation of the right to waive deficiency, and subject to real property taxes, if applicable, which are a lien on the Property, but not yet due and payable as of the date of the sale, by the Master according to the statutes governing such sales, and the proceeds of the sale, after paying the costs and expenses of this action, and of said sale, be paid first to Plaintiff, to the extent of the amount due to Plaintiff, as determined as aforesaid, and the balance, if any, be held subject to the further Order of this Court.

Should surplus funds result, they will be handled in accordance with Rule 71(c) of The South Carolina Rules of Civil Procedure.

In the event the successful bidder shall be other than Plaintiff, Plaintiff shall be entitled to interest on the bid from date of sale to date of compliance at the rate of 7.00% per centum per annum, and the advertisement for such sale shall include notice of this requirement.

The Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent) by no later than 4:00 p.m. on the day of the sale to be applied to purchase price if compliance is made, but in the event compliance is not made, the deposit may be forfeited without further hearing and applied first to costs of the action and then to Plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at the time of bid or to comply with the other terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent Sales Day, but at the risk of the defaulting bidder(s).

The Defendants and all persons claiming any interest in the Property by, through or under the Defendants, since the filing of the Lis Pendens in this action, be forever foreclosed and barred of any equity of redemption in and to the Property.

Pursuant to South Carolina Code Ann. Section 30-9-31, the deed of conveyance made pursuant to this sale shall be indexed in the Direct Conveyance or Grantor Index by the Office of the RMC in the name of the owner of record of the subject property immediately prior to execution of the deed, as well as in the name of the undersigned Master, who executes such deed as Grantor.

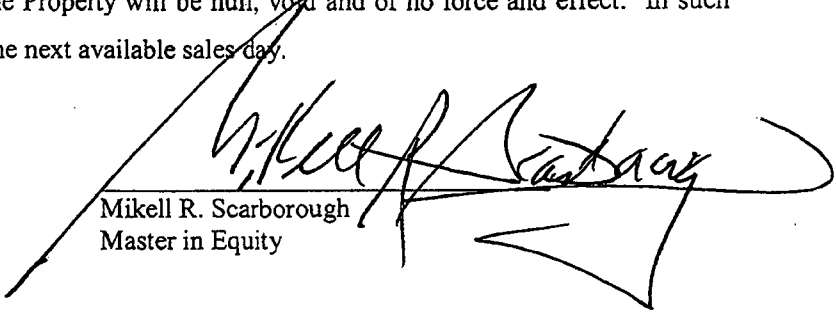
In the event the successful bidder is other than the Defendant in possession herein, the Sheriff of Charleston County is ordered and directed immediately and without delay, as the Plaintiff may request, and without the necessity of any further documentation, to eject and remove from the premises the occupant or occupants of the Property sold, together with all personal property located thereon, and to put the successful bidder or his assigns in full, quiet and peaceable possession of the Property without delay, and to keep the successful bidder or his assigns in such possession.

A handwritten signature in black ink, appearing to be the initials 'JMS' or similar, enclosed within a large, irregular scribble or flourish.

The Master in Equity shall retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680, et seq., South Carolina Code of Laws (1976), as amended.

In the event Plaintiff or Plaintiff's representative does not for any reason appear at the scheduled sale of the 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.

AND IT IS SO ORDERED.



Mikell R. Scarborough
Master in Equity

Charleston, South Carolina
May 6th 2014

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS)

NINTH JUDICIAL CIRCUIT)

COUNTY OF CHARLESTON)

CASE NO.: 2013_-CP-10-5324)

Tidelands Bank)

MOTION AND ORDER INFORMATION)

FORM AND COVERSHEET)

Plaintiff,)

vs.)

J.R. Gregory Ventures, et al.)

Defendant.)

Plaintiff's Attorney:

W. Gregory Pierce, Bar No. _____

Address:

Moore & Van Allen
78 Wentworth Street
Charleston, SC 29401

Phone: _____ Fax _____

E-mail: _____ Other: _____

Defendant's Attorney:

Peter G. McGrath / Matthew E. Pecoy, Bar No. _____

Address:

McGrath Law Firm, PA
802 Johnnie Dodds Boulevard
Mount Pleasant, SC 29464

Phone: _____ Fax _____

E-mail: _____ Other: _____

MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion to Reconsider

Estimated Time Needed: 30 Minutes

Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type

Written motion attached

Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff / Defendant

June 17, 2014

Date submitted

SECTION III: Motion Fee

PAID - AMOUNT: \$ _____

EXEMPT:

(check reason)

Rule to Show Cause in Child or Spousal Support

Domestic Abuse or Abuse and Neglect

Indigent Status State Agency v. Indigent Party

Sexually Violent Predator Act Post-Conviction Relief

Motion for Stay in Bankruptcy

Motion for Publication Motion for Execution (Rule 69, SCRPC)

Proposed order submitted at request of the court; or,

reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

Other: _____

JUDGE'S SECTION

Motion Fee to be paid upon filing of the attached order.

Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

MOTION FEE COLLECTED: \$ _____

CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 TIDELANDS BANK,)
)
 Plaintiff,)
)
 v.)
)
 J.R. GREGORY VENTURES, LLC,)
)
 MARILYN T. SCHMITT AND THE)
)
 MERIDIAN OWNERS)
)
 ASSOCIATION, INC.)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 CASE NO.: 2013-CP-10-5324
 DEFENDANTS J.R. GREGORY
 VENTURES, LLC AND MARILYN
 T. SCHMITT'S NOTICE OF MOTION
 AND MOTION TO RECONSIDER AND
 ALTER AND AMEND THE
 JUDGMENT

2014 JUN 17 PM 1:58
 CLERK OF COURT

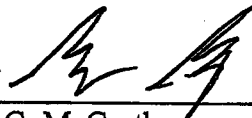
NOW COME Defendants J.R. Gregory Ventures, LLC and Marilyn T. Schmitt ("Defendants"), by and through their undersigned counsel and pursuant to South Carolina Rules of Civil Procedure 52, 59, and all other applicable Rules, who will move before the Honorable Mikell R. Scarborough, as Master in Equity for Charleston County, within ten (10) days from the filing of this Motion or as soon thereafter as counsel may be heard for an order reconsidering, altering, and amending the Order of Judgment entered on June 9, 2014. The grounds for this motion are that a genuine issue of material fact existed warranting a denial of Plaintiff's motion for summary judgment, among other grounds further described in supporting memorandum to be filed.

(Motion continues on the following page / Signature block)

This motion will be supported by the pleadings and exhibits attached thereto, the applicable laws, statutes, and rules, any affidavit or memorandum that may be filed, as well as any additional supporting materials.

PLEASE BE PRESENT IF SO MINDED.

MCGRATH LAW FIRM, PA



Peter G. McGrath
Matthew Pecoy
McGrath Law Firm, PA
802 Johnnie Dodds Boulevard
Mount Pleasant, SC 29466
Phone: (843) 606-2755
Fax: (843) 388-7263

Mount Pleasant, SC 29464

June 17, 2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Tidelands Bank,)
)
Plaintiff,)
v.)

J. R. Gregory Ventures, LLC, Marilyn)
T. Schmitt, and the Meridian Owners)
Association, Inc.,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2013-CP-10-5324

CERTIFICATE OF SERVICE

BY _____

JUDICIAL CLERK
CLERK OF COURT

2014 JUN 17 PM 1:58

FBI

I certify that a copy of Defendants J. R. Gregory Ventures, LLC and Marilyn T. Schmitt's Notice of Motion and Motion to Reconsider and Alter and Amend the Judgment in the above-captioned matter has been served upon the following via the following methods this 17th day of June, 2014.

Hand Delivery

Honorable Mikell R. Scarborough
100 Broad Street, Suite 266
Charleston, SC 29401

U.S. Mail

W. Gregory Pearce
Joseph T. Belton, Esquire
Moore & Van Allen, PLLC
78 Wentworth Street
Charleston, SC 29401
Attorneys for Plaintiff Tidelands Bank

John Joseph Dodds, III
The Law Firm of Cisa & Dodds, LLP
858 Lowcountry Boulevard, Suite 101
Mount Pleasant, SC 29464
Attorney for Defendant Meridian Owners Association

By: 
Matthew E. Pecoy

Mount Pleasant, South Carolina
June 17, 2014

JULIE J. ARMSTRONG

CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2258

RETURN SERVICE REQUESTED



www3.charlestoncounty.org



Matthew Evan Pecoy
Mcgrath Law Firm, PA
802 Johnnie Dodds Boulevard
Mt. Pleasant, SC 29464

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC

Order/Defnts' mot to reconsider is denied

CASE NO: 2013CP1005324

Tidelands Bank VS J R Gregory Ventures Llc , defendant, et al

This judgment was entered on the 15th day of July, 2014, and a copy mailed first class on Wednesday, July 16, 2014, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at www3.charlestoncounty.org.

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013CP-10-5324

Tidelands Bank

J. R. Gregory Vestnes, LLC,

Marilyn Schmitt, et. al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

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), SCRPC; Rule 4 SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; 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
 2014 JUL 15 PM 2:19
 CLERK OF COURT
 JULIE A. ARMSTRONG

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 :

The Court upon careful consideration of Defendants' Motion to Reconsider dated June 17, 2014 hereby respectfully denies the same.

INFORMATION FOR THE PUBLIC 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)
		\$
		\$
		\$

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

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.

Circuit Court Judge

Judge Code

3062

Date

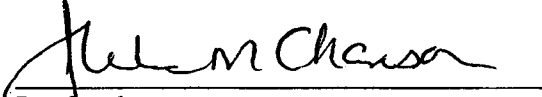
7/8/14

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF CHARLESTON)	COURT FILE NO. 13-CP-10-5324
)	
TIDELANDS BANK,)	
)	
Plaintiff,)	
)	
vs.)	CERTIFICATE OF MAILING
)	
J. R. GREGORY VENTURES, LLC,)	
MARILYN T. SCHMITT AND THE)	
MERIDIAN OWNERS ASSOCIATION,)	
INC.,)	
)	
Defendants.)	
)	
)	

The undersigned, of Moore & Van Allen PLLC, Attorneys for Plaintiff, hereby certifies that on the 16th day of July, 2014, she caused a copy of the Order Denying Defendants' Motion to Reconsider to be placed in an envelope with first-class postage, prepaid, and mailed to:

Peter G. McGrath, Esquire
 Matthew Pecoy, Esquire
 McGrath Law Firm, PA
 802 Johnnie Dodds Blvd.
 Mt. Pleasant, SC 29464
 Attorney for J.R. Gregory Ventures, LLC and Marilyn T. Schmitt

John Joseph Dodds, III, Esquire
 The Law Firm of Cisa & Dodds, LLP
 858 Lowcountry Blvd., Suite 101
 Mt. Pleasant, SC 29464
 Attorney for The Meridian Owners Association


 Paralegal
 Moore & Van Allen PLLC
 78 Wentworth Street
 Post Office Box 22828
 Charleston, SC 29413-2828
 (843)579-7000

RECEIVED
 AUG 11 2014
SC Court of Appeals