

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable J.C. Nicholson, Jr., Circuit Court Judge

Case No. 2013-CP-10-2624

Appellate Case No. 2015-001149

PNC Bank, N.A., successor to RBC Bank (USA),..... Respondent,

v.

Liberty Cottages, LLC; GW Dorchester, LLC; USS
Clarksville, LLC; Liberty Cottages Land, LLC; ROA,
LLC; Royal Beach Properties, LLC; The Brothers of SC,
LLC; Deborah Rice-Marko a/k/a Deborah G. Rice-Marko;
Evan R. Marko; and John E. Marko, Jr., Appellants.

**RESPONDENT'S DESIGNATION OF MATTER
FOR THE RECORD ON APPEAL**

Pursuant to Rule 209, SCACR, Respondent PNC Bank, National Association, successor to RBC Bank (USA) ("Respondent"), designates the following material for inclusion in the record on appeal. Undersigned counsel certifies, pursuant to Rule 209(c), SCACR, that the designation contains no matter which is irrelevant to the appeal:

ORDERS

1. Consent Order Transferring Venue from Florence County, C/A No. 2013-CP-21-1193, filed June 11, 2014;
2. Order to Transfer and Consolidate filed June 11, 2014;

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3. Consent Order Transferring Venue from Dorchester County, C/A No. 2013-CP-18-0825, filed June 30, 2014;
4. Order of Complex Case Designation filed August 7, 2014;
5. Order on Motion to File Documents Under Seal filed April 29, 2015;
6. Order Denying Respondent's Motion for Summary Judgment, Denying Respondent's Motion to Refer Case to the Master, and Granting Respondent's Motion to Strike Jury Demand filed May 6, 2015;
7. Amended Order Denying Respondent's Motion for Summary Judgment, Denying Respondent's Motion to Refer Case to the Master, and Granting Respondent's Motion to Strike Jury Demand filed May 13, 2015;

PLEADINGS

8. Charleston County Complaint filed May 3, 2013, with Exhibits; Exhibits itemized below:
 - a. Promissory Note by Liberty Cottages, LLC, in the amount of \$2,500,000 dated March 22, 2007;
 - b. Mortgage, Assignment of Rents and Security Agreement by Liberty Cottages Land, LLC, dated February 25, 2008, and recorded March 20, 2008;
 - c. Assignment of Leases, Rents and Profits by Liberty Cottages Land, LLC, dated February 25, 2008, and recorded March 20, 2008;
 - d. UCC Financing Statement for property of Liberty Cottages Land, LLC, recorded April 18, 2008, and March 20, 2008;
 - e. Modification Agreement for Liberty Cottages Mortgage dated January 26, 2009, and recorded January 28, 2009;

- f. Modification of Liberty Cottages Mortgage dated July 15, 2011, and recorded July 26, 2011;
- g. Modification Agreement for Liberty Cottages Note dated January 26, 2009;
- h. Amended and Restated Promissory Note by Liberty Cottages, LLC, dated July 15, 2011;
- i. Unconditional Guaranty Agreement of Liberty Cottages Note by Deborah Rice-Marko dated March 22, 2007;
- j. Unconditional Guaranty Agreement of Liberty Cottages Note by Evan R. Marko dated March 22, 2007;
- k. Unconditional Guaranty Agreement of Liberty Cottages Note by John E. Marko, Jr. dated March 22, 2007;
- l. Continuing Guaranty Agreement dated July 15, 2011;
- m. Promissory Note by ROA, LLC, in the amount of \$1,763,000 dated June 24, 2005;
- n. Modification Agreement for ROA Note dated February 25, 2008;
- o. Modification Agreement for ROA Note dated January 26, 2009;
- p. Amended and Restated Promissory Note by ROA, LLC, dated July 15, 2011;
- q. Unconditional Guaranty Agreement for ROA Note by Deborah G. Rice-Marko dated June 24, 2005;
- r. Unconditional Guaranty Agreement for ROA Note by Liberty Cottages Land, LLC, dated February 25, 2008;
- s. Promissory Note by Deborah Rice-Marko in the amount of \$550,400 dated June 24, 2005;

- t. Assignment and Assumption Agreement by USS Clarksville, LLC, dated March 22, 2007, and recorded March 23, 2007;
- u. Modification Agreement for Clarksville Note dated February 25, 2008;
- v. Modification Agreement for Clarksville Note dated January 26, 2009;
- w. Amended and Restated Promissory Note by USS Clarksville, LLC, dated July 15, 2011;
- x. Unconditional Guaranty Agreement for Clarksville Note by Deborah Rice-Marko dated March 22, 2007;
- y. Promissory Note by Deborah Rice-Marko in the amount of \$5,000,000 dated January 13, 2005;
- z. Modification Agreement for Deborah Rice-Marko Note dated January 26, 2009;
- aa. Amended and Restated Promissory Note by Deborah Rice-Marko dated July 15, 2011;
- bb. Promissory Note by ROA, LLC, in the amount of \$3,920,000 dated November 9, 2007;
- cc. Mortgage, Assignment of Rents and Security Agreement by ROA, LLC, dated November 9, 2007, and recorded November 14, 2007;
- dd. Assignment of Leases, Rents and Profits by ROA, LLC, dated November 9, 2007, and recorded November 14, 2007;
- ee. UCC Financing Statement for property of ROA, LLC, recorded December 4, 2007;
- ff. Modification Agreement Supplement for ROA Mortgage dated January 26, 2009;
- gg. Modification of ROA Mortgage dated July 15, 2011, and recorded July 26, 2011;

- hh. Modification Agreement for ROA Note dated January 26, 2009;
- ii. Amended and Restated Promissory Note by ROA, LLC, dated July 15, 2011;
- jj. Unconditional Guaranty Agreement for ROA Note by Deborah Rice-Marko dated November 9, 2007;
- kk. Promissory Note by Deborah Rice-Marko in the amount of \$2,500,000 dated May 19, 2000;
- ll. Mortgage by Deborah Rice-Marko dated May 19, 2000, and recorded May 23, 2000;
- mm. Assignment and Assumption Agreement by Royal Beach Properties, LLC, dated August 26, 2008, and recorded September 4, 2008;
- nn. Modification Agreement Supplement for Royal Beach Mortgage dated January 26, 2009, and recorded January 28, 2009;
- oo. Modification of Royal Beach Mortgage dated July 15, 2011, and recorded July 26, 2011;
- pp. Amended and Restated Promissory Note by Royal Beach Properties, LLC, dated July 15, 2011;
- qq. Unconditional Guaranty Agreement for Royal Beach Note by Deborah Rice-Marko dated August 26, 2008;
- rr. Promissory Note by The Brothers of NC, LLC, in the amount of \$1,100,000 dated August 7, 2001;
- ss. Articles of Merger for The Brothers of NC, LLC, and The Brothers of SC, LLC, recorded August 3, 2004, and September 18, 2007;

- tt. Amended and Restated Promissory Note by The Brothers of SC, LLC, dated July 15, 2011;
 - uu. Unconditional Guaranty Agreement for The Brothers Note by John Edward Marko, Jr., dated December 28, 2001;
 - vv. Promissory Note by The Brothers of SC, LLC, in the amount of \$4,900,000 dated October 11, 2007;
 - ww. Modification Agreement for The Brothers Note dated January 26, 2009;
 - xx. Amended and Restated Promissory Note by The Brothers of SC, LLC, dated July 15, 2011;
 - yy. Unconditional Guaranty Agreement for The Brothers Note by John E. Marko, Jr. dated October 11, 2007;
 - zz. Unconditional Guaranty Agreement for The Brothers Note by Evan R. Marko dated October 11, 2007;
 - aaa. Promissory Note by Evelyn D. Rice in the amount of \$2,350,000 dated November 18, 2005;
 - bbb. Assignment and Assumption Agreement by GW Dorchester, LLC, dated August 30, 2006, and recorded January 26, 2007;
 - ccc. Amended and Restated Promissory Note by GW Dorchester, LLC, dated July 15, 2011;
 - ddd. Unconditional Guaranty Agreement for GW Dorchester Note by Deborah Rice-Marko dated July 27, 2009;
9. Dorchester County Complaint filed May 8, 2013, with Exhibits; Exhibits itemized below:

- a. Promissory Note by Evelyn D. Rice in the amount of \$2,350,000 dated November 18, 2005; (duplicate)
- b. Mortgage, Assignment of Rents and Security Agreement by Evelyn D. Rice dated November 18, 2005, and recorded November 23, 2005;
- c. Assignment of Leases, Rents and Profits by GW Dorchester, LLC, dated July 15, 2011, and recorded July 29, 2011;
- d. Assignment and Assumption Agreement by GW Dorchester, LLC, dated August 30, 2006, and recorded January 26, 2007; (duplicate)
- e. Modification of GW Dorchester Mortgage dated July 15, 2011, and recorded July 29, 2011;
- f. Amended and Restated Promissory Note by GW Dorchester, LLC, dated July 15, 2011; (duplicate)
- g. UCC Financing Statement for property of GW Dorchester recorded July 21, 2011, and July 29, 2011;
- h. Unconditional Guaranty Agreement for GW Dorchester Note by Deborah Rice-Marko dated July 27, 2009; (duplicate)
- i. Continuing Guaranty Agreement dated July 15, 2011; (duplicate)
- j. Promissory Note by Deborah Rice-Marko in the amount of \$5,000,000 dated January 13, 2005; (duplicate)
- k. Modification Agreement for Deborah Rice-Marko Note dated January 26, 2009; (duplicate)
- l. Amended and Restated Promissory Note by Deborah Rice-Marko dated July 15, 2011; (duplicate)

- m. Promissory Note by Deborah Rice-Marko in the amount of \$550,400 dated June 24, 2005; (duplicate)
- n. Assignment and Assumption Agreement by USS Clarksville, LLC, dated March 22, 2007, and recorded March 23, 2007; (duplicate)
- o. Modification Agreement for Clarksville Note dated February 25, 2008; (duplicate)
- p. Modification Agreement for Clarksville Note dated January 26, 2009; (duplicate)
- q. Amended and Restated Promissory Note by USS Clarksville, LLC; dated July 15, 2011; (duplicate)
- r. Unconditional Guaranty Agreement for Clarksville Note by Deborah Rice-Marko dated March 22, 2007; (duplicate)
- s. Promissory Note by Liberty Cottages, LLC, in the amount of \$2,500,000 dated March 22, 2007; (duplicate)
- t. Modification Agreement for Liberty Cottages Note dated January 26, 2009; (duplicate)
- u. Amended and Restated Promissory Note by Liberty Cottages, LLC, dated July 15, 2011; (duplicate)
- v. Unconditional Guaranty Agreement for Liberty Cottages Note by Deborah Rice-Marko dated March 22, 2007; (duplicate)
- w. Unconditional Guaranty Agreement for Liberty Cottages Note by Evan R. Marko dated March 22, 2007; (duplicate)
- x. Unconditional Guaranty Agreement for Liberty Cottages Note by John E. Marko, Jr. dated March 22, 2007; (duplicate)

- y. Promissory Note by ROA, LLC, in the amount of \$1,763,000 dated June 24, 2005; (duplicate)
- z. Modification Agreement for ROA Note dated January 26, 2009; (duplicate)
- aa. Amended and Restated Promissory Note by ROA, LLC, dated July 15, 2011; (duplicate)
- bb. Unconditional Guaranty Agreement for ROA Note by Deborah G. Rice-Marko dated June 24, 2005; (duplicate)
- cc. Unconditional Guaranty Agreement for ROA Note by Liberty Cottages Land, LLC, dated February 25, 2008; (duplicate)
- dd. Promissory Note by ROA, LLC, in the amount of \$3,920,000 dated November 9, 2007; (duplicate)
- ee. Modification Agreement for ROA Note dated January 26, 2009; (duplicate)
- ff. Amended and Restated Promissory Note by ROA, LLC, dated July 15, 2011; (duplicate)
- gg. Unconditional Guaranty Agreement for ROA Note by Deborah Rice-Marko dated November 9, 2007; (duplicate)
- hh. Promissory Note by Deborah Rice-Marko in the amount of \$2,500,000 dated May 19, 2000; (duplicate)
- ii. Assignment and Assumption Agreement by Royal Beach Properties, LLC, dated August 26, 2008, and recorded September 4, 2008; (duplicate)
- jj. Amended and Restated Promissory Note by Royal Beach Properties, LLC, dated July 15, 2011; (duplicate)

- kk. Unconditional Guaranty Agreement for Royal Beach Note by Deborah Rice-Marko dated August 26, 2008; (duplicate)
 - ll. Promissory Note by The Brothers of NC, LLC, in the amount of \$1,100,000 dated August 7, 2001; (duplicate)
 - mm. Articles of Merger for The Brothers of NC, LLC, and The Brothers of SC, LLC, recorded August 3, 2004, and September 18, 2007; (duplicate)
 - nn. Amended and Restated Promissory Note by The Brothers of SC, LLC, dated July 15, 2011; (duplicate)
 - oo. Unconditional Guaranty Agreement for The Brothers Note by John Edward Marko, Jr. dated December 28, 2001; (duplicate)
 - pp. Promissory Note by The Brothers of SC, LLC, in the amount of \$4,900,000 dated October 11, 2007; (duplicate)
 - qq. Modification Agreement for The Brothers Note dated January 26, 2009; (duplicate)
 - rr. Amended and Restated Promissory Note by The Brothers of SC, LLC, dated July 15, 2011; (duplicate)
 - ss. Unconditional Guaranty Agreement for The Brothers Note by John E. Marko, Jr., dated October 11, 2007; (duplicate)
 - tt. Unconditional Guaranty Agreement for The Brothers Note by Evan R. Marko dated October 11, 2007; (duplicate)
10. Florence County Complaint filed May 2, 2013, with Exhibits; Exhibits itemized below:
- a. Promissory Note by The Brothers of SC, LLC, in the amount of \$4,900,000 dated October 11, 2007; (duplicate)

- b. Mortgage, Assignment of Rents and Security Agreement by The Brothers of SC, LLC, dated October 11, 2007, and recorded October 12, 2007;
- c. Modification Agreement Supplement for The Brothers Mortgage dated January 26, 2009, and recorded January 30, 2009;
- d. Modification Agreement for The Brothers Note dated January 26, 2009; (duplicate)
- e. Amended and Restated Promissory Note by The Brothers of SC, LLC, dated July 15, 2011; (duplicate)
- f. Modification of The Brothers Mortgage dated July 15, 2011, and recorded July 26, 2011;
- g. UCC Financing Statement for property of The Brothers of SC, LLC, recorded July 21, 2011, and July 22, 2011;
- h. Assignment of Leases, Rents and Profits by The Brothers of SC, LLC, dated July 15, 2011, and recorded July 29, 2011;
- i. Unconditional Guaranty Agreement for The Brothers Note by John E. Marko, Jr., dated October 11, 2007; (duplicate)
- j. Unconditional Guaranty Agreement for The Brothers Note by Evan R. Marko dated October 11, 2007; (duplicate)
- k. Continuing Guaranty Agreement dated July 15, 2011; (duplicate)
- l. Promissory Note by Deborah Rice-Marko in the amount of \$5,000,000 dated January 13, 2005; (duplicate)
- m. Modification Agreement for Deborah Rice-Marko Note dated January 26, 2009; (duplicate)

- n. Amended and Restated Promissory Note by Deborah Rice-Marko dated July 15, 2011; (duplicate)
- o. Promissory Note by Deborah Rice-Marko in the amount of \$550,400 dated January 24, 2005; (duplicate)
- p. Assignment and Assumption Agreement by USS Clarksville, LLC, dated March 22, 2007, and recorded March 23, 2007; (duplicate)
- q. Modification Agreement for Clarksville Note dated February 25, 2008; (duplicate)
- r. Modification Agreement for Clarksville Note dated January 26, 2009; (duplicate)
- s. Amended and Restated Promissory Note by USS Clarksville, LLC, dated July 15, 2011; (duplicate)
- t. Unconditional Guaranty Agreement for Clarksville Note by Deborah Rice-Marko dated March 22, 2007; (duplicate)
- u. Promissory Note by Liberty Cottages, LLC, in the amount of \$2,500,000 dated March 22, 2007; (duplicate)
- v. Modification Agreement for Liberty Cottages Note dated January 26, 2009; (duplicate)
- w. Amended and Restated Promissory Note by Liberty Cottages; LLC, dated July 15, 2011; (duplicate)
- x. Unconditional Guaranty Agreement for Liberty Cottages Note by Deborah Rice-Marko dated March 22, 2007; (duplicate)
- y. Unconditional Guaranty Agreement for Liberty Cottages Note by Evan R. Marko dated March 22, 2007; (duplicate)

- z. Unconditional Guaranty Agreement for Liberty Cottages Note by John E. Marko, Jr., dated March 22, 2007; (duplicate)
- aa. Promissory Note by ROA, LLC, in the amount of \$1,763,000 dated June 24, 2005; (duplicate)
- bb. Modification Agreement for ROA Note dated January 26, 2009; (duplicate)
- cc. Amended and Restated Promissory Note by ROA, LLC, dated July 15, 2011; (duplicate)
- dd. Unconditional Guaranty Agreement for ROA Note by Deborah G. Rice-Marko dated June 24, 2005; (duplicate)
- ee. Unconditional Guaranty Agreement for ROA Note by Liberty Cottages Land, LLC, dated February 25, 2008; (duplicate)
- ff. Promissory Note by ROA, LLC, in the amount of \$3,920,000 dated November 9, 2007; (duplicate)
- gg. Modification Agreement for ROA Note dated January 26, 2009; (duplicate)
- hh. Amended and Restated Promissory Note by ROA, LLC, dated July 15, 2011; (duplicate)
- ii. Unconditional Guaranty Agreement for ROA Note by Deborah Rice-Marko dated November 9, 2007; (duplicate)
- jj. Promissory Note by Deborah Rice-Marko in the amount of \$2,500,000 dated May 19, 2000; (duplicate)
- kk. Assignment and Assumption Agreement by Royal Beach Properties, LLC, dated August 26, 2008, and recorded September 4, 2008; (duplicate)

- ll. Amended and Restated Promissory Note by Royal Beach Properties, LLC, dated July 15, 2011; (duplicate)
 - mm. Unconditional Guaranty Agreement for Royal Beach Note by Deborah Rice-Marko dated August 26, 2008; (duplicate)
 - nn. Promissory Note by The Brothers of NC, LLC, in the amount of \$1,100,000 dated August 7, 2001; (duplicate)
 - oo. Articles of Merger of The Brothers of NC, LLC, and The Brothers of SC, LLC, recorded August 3, 2004, and September 18, 2007; (duplicate)
 - pp. Amended and Restated Promissory Note by The Brothers of SC, LLC, dated July 15, 2011; (duplicate)
 - qq. Unconditional Guaranty Agreement for The Brothers Note by John Edward Marko, Jr., dated December 28, 2001; (duplicate)
 - rr. Promissory Note by Evelyn D. Rice in the amount of \$2,350,000 dated November 18, 2005; (duplicate)
 - ss. Assignment and Assumption Agreement by GW Dorchester, LLC, dated August 30, 2006, and recorded January 26, 2007; (duplicate)
 - tt. Amended and Restated Promissory Note by GW Dorchester, LLC, dated July 15, 2011; (duplicate)
 - uu. Unconditional Guaranty Agreement for GW Dorchester Note by Deborah Rice-Marko dated July 27, 2009; (duplicate)
11. Amended Answer and Counterclaim of Appellants GW Dorchester, LLC, The Brothers of SC, LLC, Evan R. Marko, and John E. Marko Jr. filed October 23, 2014;

12. Amended Answer and Counterclaims of Appellants Deborah Rice-Marko, Liberty Cottages, LLC, Liberty Cottages Land, LLC, Royal Beach Properties, LLC, ROA, LLC, and USS Clarksville, LLC, filed August 27, 2014;

MOTIONS AND MEMORANDA

13. Respondent's Motion to Strike Appellants' Jury Demand & Refer Case to Master-in-Equity filed January 26, 2015;

14. Respondent's Memorandum in Support of its Motion to Strike Appellants' Jury Demand & Refer Case to Master-in-Equity filed April 8, 2015, with Exhibits; Exhibits itemized below:

- a. *Wachovia Bank v. Blackburn, et al.*, Opinion No. 27359 (S.C. Feb. 26, 2015);
- b. Chart of Jury Trial Waivers Executed by Defendants for Each of the Subject Loans, with Materials referenced therein; Materials itemized below:

- i. Loan Documents For All Loans With Jury Trial Waivers:

1. Forbearance Agreement dated July 15, 2011;
2. Continuing Guaranty Agreement dated July 15, 2011;

- ii. Royal Beach Loan Documents With Jury Trial Waivers:

1. Royal Beach Modification dated 3/23/06;
2. Royal Beach Modification dated 8/30/06;
3. Royal Beach Modification dated 7/18/07;
4. Royal Beach Assignment and Assumption Agreement dated 8/26/08;
5. Royal Beach Modification dated 8/26/08;
6. DRM Guaranty for Royal Beach dated 8/26/08;

7. Royal Beach Change in Terms Agreement dated 2/19/10;
8. Royal Beach Amended and Restated Note dated 7/15/11;
9. Royal Beach Mortgage Modification dated 7/15/11;

iii. Brothers \$1.1M Loan Documents With Jury Trial Waivers:

1. MJJ Guaranty for Brothers dated 12/28/01;
2. Brothers Modification dated 8/30/06;
3. ERM Guaranty for Brothers dated 8/30/06;
4. MJJ Guaranty for Brothers dated 8/30/06;
5. Brothers Modification dated 8/28/07;
6. Brothers Modification dated 8/26/08;
7. Brothers Amended and Restated Note dated 7/15/11;
8. Brothers Mortgage Modification dated 7/15/11;

iv. DRM Loan Documents With Jury Trial Waivers:

1. DRM Modification dated 8/30/06;
2. DRM Renewal Note dated 1/11/07;
3. DRM Modification dated 1/11/07;
4. DRM Modification dated 1/26/09;
5. DRM Change in Terms Agreement dated 2/23/10;
6. DRM Amended and Restated Note dated 7/15/11;

v. Clarksville Loan Documents With Jury Trial Waivers:

1. Clarksville Note dated 6/24/05;
2. Clarksville Mortgage dated 6/24/05;
3. Clarksville Modification dated 8/30/06;

4. Clarksville Assignment and Assumption dated 3/22/07;
 5. Clarksville Mortgage dated 3/32/07;
 6. Clarksville Modification dated 3/22/07;
 7. DRM Guaranty for Clarksville dated 3/22/07;
 8. Clarksville Modification dated 2/25/08;
 9. Clarksville Change in Terms Agreement dated 2/23/10;
 10. Clarksville Amended and Restated Note dated 7/15/11;
- vi. ROA \$1.763M Loan Documents With Jury Trial Waivers:
1. ROA Note dated 6/24/05;
 2. DRM Guaranty for ROA Note dated 6/24/05;
 3. ROA Assignment and Assumption dated 8/30/06;
 4. ROA Mortgage dated 3/22/07;
 5. ROA Modification dated 3/22/07;
 6. ROA Modification dated 3/22/07;
 7. ROA Modification dated 2/25/08;
 8. Liberty Cottages Land Guaranty for ROA dated 2/25/08;
 9. ROA Modification dated 1/26/09;
 10. ROA Change in Terms Agreement dated 2/24/10;
 11. ROA Amended and Restated Note dated 7/15/11;
- vii. Dorchester Loan Documents With Jury Trial Waivers:
1. Dorchester Note dated 11/18/05;
 2. Dorchester Mortgage dated 11/18/05;
 3. Dorchester Modification dated 8/30/06;

4. Dorchester Modification dated 8/30/06;
5. Dorchester Assignment and Assumption dated 8/30/06;
6. Dorchester Modification dated 12/28/06;
7. Dorchester Modification dated 2/26/08;
8. Dorchester Modification dated 7/27/09;
9. DRM Guaranty for Dorchester dated 7/27/09;
10. Dorchester Change in Terms Agreement dated 1/22/10;
11. Dorchester Amended and Restated Note dated 7/15/11;
12. Dorchester Mortgage Modification dated 7/15/11;

viii. Liberty Cottages Loan Documents With Jury Trial Waivers:

1. Liberty Cottages Construction Loan Agreement dated 3/22/07;
2. Liberty Cottages Note dated 3/22/07;
3. DRM Guaranty for Liberty Cottages dated 3/22/07;
4. Liberty Cottages Modification dated 2/25/08;
5. Liberty Cottages Mortgage dated 2/25/08;
6. Liberty Cottages Land Guaranty for ROA dated 2/25/08;
7. Liberty Cottages Modification dated 1/26/09;
8. Liberty Cottages Change in Terms Agreement dated 2/23/10;
9. Liberty Cottages Amended and Restated Note dated 7/15/11;
10. Liberty Cottages Mortgage Modification dated 7/15/11;

ix. ROA \$3.92M Loan Documents With Jury Trial Waivers:

1. ROA Loan Agreement dated 11/9/07;
2. ROA Note dated 11/9/07;

3. ROA Mortgage dated 11/9/07;
 4. DRM Guaranty for ROA Mortgage dated 11/9/07;
 5. ROA Modification dated 1/26/09;
 6. ROA Amended and Restated Note dated 7/15/11;
 7. ROA Mortgage Modification dated 7/15/11;
- x. Brothers \$4.9M Loan Documents With Jury Trial Waivers:
1. Brothers Loan Agreement dated 10/11/07;
 2. Brothers Note dated 10/11/07;
 3. Brothers Mortgage dated 10/11/07;
 4. ERM Guaranty for Brothers dated 10/11/07;
 5. JMJ Guaranty for Brothers dated 10/11/07;
 6. Brothers Modification dated 1/26/09;
 7. Brothers Change in Terms Agreement dated 1/21/10;
 8. Brothers Amended and Restated Note dated 7/15/11;
 9. Brothers Mortgage Modification dated 7/15/11;
- xi. Supporting Discovery Responses and Deposition Testimony:
1. DRM Appellants' Responses to Respondent's Second Requests for Admission;
 2. Transcript of Deposition of Deborah Rice-Marko at 185:5-7, 188:23-25, 189:1-190:1, 190:2-16, 194:10-22, 199:7-22, 204:3-13, 213:9-214:11, 243:19-244:13, 251:3-15, 252:14-22, 254:9-16, 255:13-23, 258:11-21, 261:10-17, 262:12-22, 263:24-264:3, 265:22-266:8, 266:12-267:15, 270:20-271:1, 272:12-17, 274:18-

24, 277:21-278:3, 279:11-280:7, 283:25-285:5, 286:18-287:5, 289:19-290:3, 291:19-24, 292:18-293:9, 304:22-306:1, 311:10-22, 314:11-315:2, 317:7-318:1, 319:2-15, 321:25-322:20, 325:6-326:10, 328:14-24, 332:1-6, 336:16-337:3, 338:2-19, 340:15-23, 341:8-19, 342:25-343:5, 349:11-350:8, 352:13-15, 353:25-354:2, 355:6-22, 361:6-362:14, 367:18-368:9, 369:1-21, 373:22-374:2, 385:19-386:4, 393:2-12, 394:13-15, 395:25-396:10, 397:15-398:7, 402:8-17, 403:16-404:4, 409:16-411:10, 470:9-471:24, 474:25-475:7, 477:13-478:10, 470:9-471:24, 486:21-487:23, 488:15-489:16, 490:19-491:9, 491:19-492:10, 492:19-493:16, 495:2-14, 496:6-19, 498:3-13, 498:25-499:12;

3. Transcript of Deposition of Evan Marko at 157:1-3, 158:6-13, 160:21-23, 163:24-164:4, 166:24-167:12, 206:11-14, 219:15-18, 223:1-15, 224:13-225:11, 231:15-24, 234:8-21, 242:15-22, 266:11-24, 267:22-268:4, 277:21-23, 284:15-20, 312:14-17;

4. Transcript of Deposition of John E. Marko, Jr. at 84:13-15, 86:13-87:9, 118:3-8, 118:22-119:21, 121:13-122:21, 123:19-124:16, 188:15-189:2, 204:11-23, 210:20-211:12, 213:16-214:2, 215:20-216:18, 217:22-218:20, 220:25-221:3, 221:19-222:11, 260:19-261:1, 262:7-22, 270:16-271:3, 272:25-273:17, 301:23-302:14, 311:16-312:14, 334:7-13, 335:16-336:21, 340:1-6, 341:18-342:7, 344:20-346:19, 350:17-24, 351:21-352:8, 355:2-356:8;

c. *Carolina First Bank, n/k/a TD Bank, N.A. v. BADD, L.L.C., et al.*, Opinion No. 27486 (S.C. Jan. 28, 2015);

15. Appellants' Memorandum of Law in Opposition to Respondent's Motion to Strike Jury Demand and Refer to Master-in-Equity filed May 4, 2015, with Exhibits filed under seal in circuit court (Court of Appeals must request from circuit court);
16. Appellants' Supplemental Memorandum of Law on Motion to Strike Jury Demand and Motion for Summary Judgment filed April 22, 2015;
17. Respondent's Response to Appellants' Supplemental Memorandum on Respondent's Motion to Strike Jury Demand and Motion for Summary Judgment filed April 27, 2015 (exhibit not included as it is only relevant to the Motion for Summary Judgment, which is not at issue here);
18. Respondent's Motion Pursuant to SCRPC 59(e) filed May 4, 2015;

MISCELLANEOUS

19. Affidavit of Deborah Rice-Marko filed May 19, 2014, with relevant Exhibits; Relevant Exhibits itemized below:
 - a. Email between Stephen Draper and Michael Baker in September 2008;
 - b. Letter from Scott Hale, Esq., to PNC;
20. DRM Appellants' Answers to Second Set of Interrogatories;
21. Brothers Appellants' Answers to Second Set of Interrogatories;
22. Notice of Appeal filed May 26, 2015;

TRANSCRIPTS

23. Transcript of Hearing of April 9, 2015, on Motion to Strike Appellants' Jury Demand & Refer Case to Master-in-Equity.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Tara C. Sullivan

Frank B. B. Knowlton, SC Bar No. 003588

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Columbia, South Carolina

August 26, 2015.

RECEIVED

AUG 26 2015

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable J.C. Nicholson, Jr., Circuit Court Judge

Case No. 2013-CP-10-2624
Appellate Case No. 2015-001149

PNC Bank, N.A., successor to RBC Bank (USA),, Respondent,

v.

Liberty Cottages, LLC; GW Dorchester, LLC; USS
Clarksville, LLC; Liberty Cottages Land, LLC; Royal
Beach Properties, LLC; The Brothers of SC, LLC;
Deborah Rice-Marko a/k/a Deborah G. Rice-Marko;
Evan R. Marko and John E. Marko, Jr., Appellants.

PROOF OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for PNC Bank, N.A., successor to RBC Bank (USA), do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

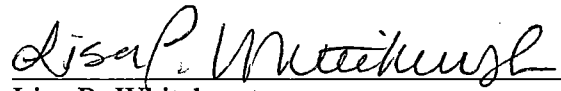
Pleadings:

Respondent's Designation of Matter to be Included in the
Record on Appeal

Counsel Served:

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August 20, 2015

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In The Court of Appeals

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The Honorable J.C. Nicholson, Jr., Circuit Court Judge

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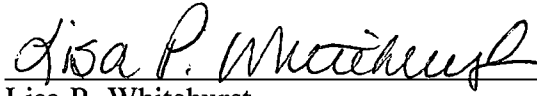
Pleadings:

Initial Brief of Respondent PNC Bank, National
Association, Successor to RBC Bank (USA)

Counsel Served:

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August 24, 2015