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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Ralph P. Stroman, Special Referee
Trial Court Case No. 2014-CP-26-04835

APPEAL FROM GEORGETOWN COUNTY
Ralph P. Stroman, Special Referee
Trial Court Case No. 2014-CP-22-00685

Appellate Case No. 2016-000329

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SC Court of Appeals

First Citizens Bank and Trust Company, Inc.,.....Respondent,

v.

Beck Holding Company, LLC, C.J.B Holding & Trust
Company, LLC, Cornelius J. Beck, Jr., Andrews Dental
Center, Inc., Inlet Dental Center, Inc., Seaside Surgical,
Inc., Georgetown Dental Center of South Carolina, Inc.
And South Beach Dental Center, Inc.,..... Defendants,

Of whom Cornelius J. Beck, Jr. is the.....Appellant.

MOTION TO DISMISS APPEAL

Pursuant to Rule 240 of the South Carolina Appellate Court Rules, Respondent respectfully moves the Court to dismiss this appeal for failure to: (1) comply with the appellate court rules; (2) timely serve the Notice of Appeal as required by Rule 203(b)(1) and (b)(4), SCACR; and (3) present any preserved issues for appellate review. This motion is based upon the grounds set forth herein and upon the exhibits attached hereto.

FACTUAL/PROCEDURAL BACKGROUND

This appeal results from mortgage foreclosure cases. On April 10, 2013, Beck Holding Company, LLC, executed promissory notes to Respondent First Citizens Bank and Trust Company, Inc. in the principal amount of \$505,000.00. *See Exhibit A* (Special Referee's Report and Judgment of Foreclosure and Sale, entered on March 26 & 31, 2015, ¶ 9). To secure these notes, Beck Holding Company, LLC mortgaged to Respondent certain property owned by C.J.B Holding & Trust Company, LLC and located in Georgetown and Horry County (the "Property"), and various defendants, including Appellant Cornelius J. Beck, Jr. entered into commercial guaranties. *See Exhibit A*, ¶ 10. Subsequently, the mortgages and commercial guaranties went into default because of the defendants' failure to make payments required by the mortgages and commercial guaranties. *See Exhibit A*, ¶¶ 18-20.

In July 2014, Respondent filed a complaint in the Horry County Court of Common Pleas and a complaint in the Georgetown County Court of Common Pleas seeking foreclosures of the Property and deficiency judgments against Appellant, Beck Holding Company, LLC, Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc., and South Beach Dental Center, Inc, after the sale of the mortgaged Property. *See Exhibit A*, ¶¶ 1 & 26. The matters were referred to Ralph P. Stroman, as special referee for Horry and Georgetown County. *See Exhibit A*, pg. 1. The orders referring the matters directed the special referee to make findings of fact and conclusions of law and to enter a final judgment in both actions. *See Exhibit A*, pg. 1.

The special referee held foreclosure hearings in both actions and entered the Special Referee's Report and Judgment of Foreclosure and Sale on March 26, 2015, in the Horry County case and on March 31, 2015, in the Georgetown County case (the "Foreclosure Orders"). *See Exhibit A*, p. 1. The Foreclosure Orders found at that time that defendants owed \$527,281.66 to Respondent and that Respondent was entitled to judgments of foreclosure and a bar of the equity of redemption of defendants. *See Exhibit A*, ¶¶ 27-28. The Foreclosure Orders further provided for judicial sales of the Property and that the bidding would remain open after the date of the sales due to deficiency judgments being sought against certain defendants, including Appellant. *See Exhibit A*, ¶ 9 of Decree. The Foreclosure Orders each provided that "[p]ursuant to Rule 53(e) of the South Carolina Rules of Civil Procedure this Order shall constitute a Final Judgment." *See Exhibit A*, ¶ 1 of Decree. Appellant did not file an appeal of either of the Foreclosure Orders.

After due advertisement, the mortgaged Property was offered for public sale on May 4, 2015, and Respondent bid \$315,000.00 for the property located in Horry County and \$160,000.00 for the property located in Georgetown County. *See Exhibit B* (Horry County Special Referee Order, filed February 11, 2016, and Georgetown County Special Referee Order, filed February 12, 2016, p. 1). On May 27, 2015, prior to the upset sales being held¹, C.J.B. Holding & Trust Company, LLC, the owner of the mortgaged Property, filed a petition under Title 11 of the U.S. Code in the Bankruptcy Court for the District of South Carolina

¹ The bidding must remain open for a period of thirty days following a public sale to allow for additional bids when a deficiency judgment is sought. *See* S.C. Code Ann. § 15-39-720.

staying the foreclosure cases. *See Exhibit B*, p. 1. The bankruptcy case was dismissed by order of the Bankruptcy Court on October 30, 2015. *See Exhibit B*, p. 1.

After the public sales of the Property and while the foreclosure cases were stayed, Appellant filed a Motion to Vacate Judgment and Sale, on July 13, 2015, and Notice of Third Party Intervention to Settle Judgment on September 1, 2015, in the Georgetown County case and a Motion to Vacate Judgment and Sale, on July 8, 2015, and Notice of Third Party Intervention to Settle Judgment on August 17, 2015, in the Horry County case. *See Exhibit B*, pp. 1-2. Once the bankruptcy case was dismissed, Respondent, out of an abundance of caution, requested a hearing before the special referee to ensure that all of Appellant's open filings were considered prior to the deficiency sales. *See Exhibit C* (January 28, 2016 Transcript, p. 4). The special referee scheduled a status conference hearing for January 28, 2016, to address the open matters. *See Exhibit B*, p. 1. Two days prior to the status conference hearing, Appellant filed other various motions in both the Georgetown and Horry County cases, including: Objection to Motion to Strike Filings Scheduled for 1/28/16, Notice of Citizenship, Judicial Notice, and Affidavit of Facts Concerning American Citizen. *See Exhibit B*, p. 2; *Exhibit C* (January 28, 2016 Transcript, pp. 4-6). During the status conference hearing, Appellant offered no argument or authority for any of his open filings in the foreclosures cases and agreed to all of the terms that were ultimately set forth in the orders addressing the matters raised during the status conference hearing. *Exhibit C* (January 28, 2016 Transcript, pp. 3-13).

The special referee entered orders in the Horry County case on February 11, 2016, and in the Georgetown County case on February 12, 2016 (the "Orders"), denying all of

Appellant's open filings before it on the basis that Appellant had offered no argument or authority in support of any of his filings. *See Exhibit B*, p. 2. The Orders further ordered that Respondent would provide Appellant a payoff on the obligation secured by the mortgaged Property within five days of the entry of the Orders and that the deficiency sales for the Property would be scheduled for March 2, 2016, terms which Appellant agreed to during the status conference hearing. *See Exhibit B*, pp. 2-3; *Exhibit C* (January 28, 2016 Transcript, pp. 12-13). On February 22, 2016, Appellant filed a notice of appeal of the order entered in the Georgetown County case (Trial Court Case No. 2014-CP-22-00685) and a notice of appeal of the order entered in the Horry County case (Trial Court Case No. 2014-CP-26-04835) with this Court. On February 24, 2016, the Court consolidated these appeals.

ARGUMENT

I. Appellant's appeal should be dismissed because Appellant has failed to comply with several appellate court rules.

Rule 260(a), SCACR, provides that the clerk shall issue an order of dismissal whenever it appears that an appellant has failed to comply with the requirements of the appellate court rules. Rules of appellate procedure are not mere technicalities but provide parties with an orderly mechanism through which to guide appeals. *See Henning v. Kaye*, 307 S.C. 436, 415 S.E.2d 794 (1992).

An appellant must serve an initial brief on all parties to appeal as prescribed by the appellate court rules. Rule 208, SCACR. The appellate court rules identify the following mandatory sections that must be included in the initial brief: Table of Contents; Table of Cases; Statement of Issues on Appeal; Statement of the Case; Argument; and Conclusion. Rule 208(b), SCACR. At the same time an appellant serves his initial brief, he must also

serve on all parties to the appeal a designation of matter to be included in the record on appeal. Rule 209(a), SCACR. This designation must set forth with specificity those parts of the transcript, pleadings, orders, exhibits, or other materials which may be properly included in a record on appeal. Rule 209(b), SCACR. An initial brief must also contain references to the items included in the designation to support the salient facts alleged. Rule 208(b)(4), SCACR.

Appellant does not include several of the mandatory sections in his Initial Brief as required by the appellate court rules. *See* Rule 208(b), SCACR (identifying the six sections that must be included in appellant's initial brief). Rather, Appellant's Initial Brief is one page in length and consists of only summary arguments and a conclusion section. *See App. Int. Br.*, p. 1. Further, Appellant has failed to file a designation of matter, and Appellant's Initial Brief contains no references to items in the record to support the facts alleged as required by the appellate court rules. Therefore, Appellant's appeal should be dismissed for Appellant's numerous violations of the appellate court rules.

II. Appellant's appeal challenging the Foreclosure Orders should be dismissed because Appellant has failed to timely serve the notice of appeal.

Appellant attempts to challenge the merits of the Foreclosure Orders, entered on March 26 and 31, 2015, by filing notices of appeal of the special referee's Orders on February 22, 2016. This appeal should be dismissed because it is not timely.

"When some or all of the causes of action in a case are referred to a . . . special referee, the . . . referee shall enter final judgment as to those causes of action, and an appeal from an order or judgment of the . . . referee must be to the Supreme Court or the court of

appeals as provided by the South Carolina Appellate Court Rules.” S.C. Code Ann. § 14-11-85. The appellate court rules provide that a notice of appeal from a final order or judgment issued by a special referee must be served on all respondents within thirty days after receipt of the written notice of entry of the order or judgment. Rule 203(b)(1) & (4), SCACR. The timely service of the notice of appeal is an absolute jurisdictional requirement, and upon the failure of an appellant to timely serve the notice, an appellate court must dismiss the appeal. *Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 14-15, 602 S.E.2d 772, 775 (2004).

Appellant’s Initial Brief challenges the “judgment for foreclosure and sale” of the Property on the basis that the foreclosure statute is unconstitutional. *See App. Int. Br.*, p. 1. The Foreclosure Orders entered on March 26, 2015, in the Horry County Case and on March 31, 2015, in the Georgetown County case were final judgments as to the foreclosures and sales of the Property. This is evidenced by the Foreclosure Orders, which each explicitly provided that “[p]ursuant to Rule 53(e) of the South Carolina Rules of Civil Procedure this Order shall constitute a Final Judgment.” *See* Rule 53(e), SCRCR (“When a matter has been referred, any appeal from any order or judgment issued by the . . . special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.”). Once the foreclosures and sales were ordered, there was nothing else left to be done in the foreclosure actions but to enforce the original judgments of foreclosure and sale. *See Kriti Ripley, LLC v. Emerald Invs., LLC*, 404 S.C. 367, 379, 746 S.E.2d 26, 32 (2013) (“A final judgment is an order that dispose[s] of the cause, . . . reserving no further questions or directions for future determination. It must finally dispose of the whole subject-matter or be a termination of the particular proceedings or action, leaving nothing to be done

but to enforce by execution what has been determined.” (citations and internal quotation marks omitted)). Therefore, as final judgments, the Foreclosure Orders were immediately appealable.

If Appellant wanted to challenge the judgments of foreclosure and sale in this matter, he would have needed to appeal the Foreclosure Orders within thirty days of receiving notice of the entry of the Foreclosure Orders, which were entered on March 26 and 31, 2015. *See Exhibit A*. Respondent believes that Appellant either received written notice of entry of the Foreclosure Orders on the date that they were entered by the special referee or shortly thereafter.² Appellant now attempts to challenge the judgments of foreclosure and sale in this matter by filing notices of appeal almost a year after entry of the Foreclosure Orders. Because Appellant failed to timely file notices of appeal, Appellant’s appeal challenging the foreclosures and sales of the Property should be dismissed. *See Elam*, 361 S.C. at 14-15, 602 S.E.2d at 775 (2004) (“The requirement of service of the notice of appeal is jurisdictional, i.e., if a party misses the deadline, the appellate court lacks jurisdiction to consider the appeal and has no authority or discretion to “rescue” the delinquent party by extending or ignoring the deadline for service of the notice.”).

² While Respondent is not certain of the exact date that Appellant received written notice of entry of the Foreclosure Orders, Respondent knows that Appellant had written notice of the entry of the Foreclosure Orders at the latest by early April 2015. On April 7, 2015, Respondent sent a letter to Appellant enclosing the Notices of Sale of the Property, which both referenced entry of the Foreclosure Orders. *See Exhibit D* (Letter dated April 7, 2015, enclosing Notices of Sale). Additionally, Respondent acknowledged that he received notice of entry of the Foreclosure Orders in his bankruptcy case filings. *See Exhibit E* (Bankruptcy Filing, p. 22).

III. Appellant's argument that the foreclosure statute is unconstitutional is not preserved for appellate review and is without merit.

The arguments Appellant raises in his one-page brief on appeal are inscrutable. *See App. Int. Br.*, p. 1. Accordingly, for purposes of addressing Appellant's arguments, Respondent assumes that the crux of Appellant's argument on appeal is that the foreclosure statute is unconstitutional. Appellant's argument is not preserved and is wholly meritless.

"Issue preservation rules are designed to give the trial court a fair opportunity to rule on the issues, and thus provide [the appellate court] with a platform for meaningful appellate review." *Herron v. Century BMW*, 395 S.C. 461, 465, 719 S.E.2d 640, 642 (2011) (citations and internal quotation marks omitted). "At a minimum, issue preservation requires that an issue be raised to and ruled upon by the trial [court]." *Id.* (citation and internal quotation marks omitted). "It is axiomatic that an issue cannot be raised for the first time on appeal." *Id.* (citation and internal quotation marks omitted). "Imposing such a requirement on the appellant is meant to enable the lower court to rule properly after it has considered all relevant facts, law, and arguments." *Id.* (citation and internal quotation marks omitted). "Constitutional arguments are no exception to the preservation rules, and if not raised to the trial court, the issues are deemed waived on appeal." *Id.* at 465-66, 719 S.E.2d at 642; *see also Glover v. Cnty. of Charleston*, 361 S.C. 634, 606 S.E.2d 773 (2004) (providing equal protection argument is not preserved for appellate review); *Grant v. S.C. Coastal Council*, 319 S.C. 348, 461 S.E.2d 388 (1995) (holding that a due process claim raised for the first time on appeal was not preserved); *Merriman v. Minter*, 298 S.C. 110, 378 S.E.2d 441 (1989) (refusing to consider an equal protection challenge to a statute on appeal where it was not raised to the trial court).

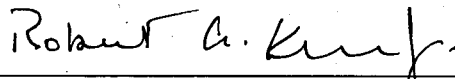
During the status conference hearing, Appellant made no arguments with respect to the constitutionality of the foreclosure statute. *Exhibit C* (January 28, 2016 Transcript, pp. 3-13). Additionally, the special referee did not rule on the constitutionality of the foreclosure statute in the Orders. *See Exhibit A*. Therefore, the issue of the constitutionality of the foreclosure statute is not preserved for appellate review because it was neither raised to nor ruled upon by the special referee.

Moreover, Appellant's argument concerning the constitutionality of the foreclosure statute is abandoned on appeal. Appellant's constitutional argument on appeal consists of short, conclusory statements without citation to the record or supporting legal authority. *See App. Int. Br.*, p. 1. *See* Rule 208(b)(1)(B), SCACR ("Ordinarily, no point will be considered which is not set forth in the statement of the issues on appeal."); *Video Gaming Consultants, Inc. v. S.C. Dep't of Rev.*, 342 S.C. 34, 42 n.7, 535 S.E.2d 642, 647 n.7 (2000) (deeming conclusory arguments in appellate brief abandoned); *Fields v. Melrose Ltd. P'ship*, 312 S.C. 102, 106 n.3, 439 S.E.2d 283, 285 n.3 (Ct. App. 1993) ("[A]n issue is deemed abandoned on appeal and, therefore, not presented for review, if it is argued in a short, conclusory statement without supporting authority."). While Appellant does cite a federal rule of civil procedure and a federal statute in his Initial Brief, this legal authority has no bearing on and no relevance to the foreclosure actions. Accordingly, Appellant's appeal should be dismissed because his argument concerning the constitutionality of the foreclosure statute on appeal is not preserved for appellate review.

CONCLUSION

Appellant's appeal should be dismissed for failure to comply with the appellate court rules; failure to timely serve the Notices of Appeal as required by Rule 203(b)(1) and (b)(4), SCACR; and failure to present any preserved issues for appellate review. For these reasons, and for the reasons set forth above, it is respectfully submitted that this appeal should be dismissed.

Respectfully submitted,



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16 Nov, 2016

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)
)
First Citizens Bank and Trust)
Company, Inc.,)
)
Plaintiff,)
)
vs.)
)
Beck Holding Company, LLC,)
C.J.B. Holding & Trust Company,)
LLC, Cornelius J. Beck, Jr.,)
Andrews Dental Center, Inc.,)
Inlet Dental Center, Inc., Seaside)
Surgical, Inc., Georgetown Dental)
Center of South Carolina, Inc. and)
South Beach Dental Center, Inc.,)
)
Defendants.)
)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NO. 2014-CP-22-685

SPECIAL REFEREE'S REPORT AND
JUDGMENT OF FORECLOSURE AND
SALE

FILED
CLERK OF COURT
2015 MAR 31 AM 11:07

TO: THE DEFENDANTS ABOVE NAMED:

This matter comes before me pursuant to an Order of Reference signed by the Deputy Clerk of Court, Lucinda LeSane, on January 28, 2015 and filed with the Clerk of Court for Georgetown County on January 28, 2015. The Order of Reference provides that I am to take testimony arising out of the pleadings and to make Findings of Fact and Conclusions of Law with authority to enter final judgment with any appeal directly to the South Carolina Supreme Court or the Court of Appeals as appropriate.

Pursuant to said Order of Reference, a hearing was held on March 26, 2015 at 9:30 A.M. by the Special Referee for Georgetown County, at which time testimony was taken. From the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT

1. That the Lis Pendens, Summons and Complaint in this matter were filed on July 17, 2014.

2. That service of the Lis Pendens, Summons and Complaint was made upon Defendants, Beck Holding Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc. on July 29, 2014 as evidenced by the Affidavits of Service filed with the Court.

3. That service was made upon C.J.B. Holding & Trust Company, LLC by publication on November 28, 2014 as evidenced by the Affidavit of Publication filed with the Court.

4. That all Defendants have been properly served and this Court has jurisdiction over this matter.

5. That all Defendants have been properly served and are in default as shown by the Affidavits of Default of Daniel W. Stacy, Jr., Esquire, attorney for the Plaintiff, which were filed on September 15, 2014 and January 6, 2015.

6. That the Order of Reference referring this matter to me as Special Referee was signed by Deputy Clerk of Court, Lucinda LeSane, and filed on January 28, 2015 with the Clerk of Court for Georgetown County.

7. All Defendants were notified of the date, time and place of this hearing.

8. According to the undisputed pleadings, there is no Defendant in the military service of the United States of America, as contemplated under the Soldiers and Sailors Civil Relief Act of 1940 and any amendments thereto.

9. For value received, Plaintiff First Citizens Bank and Trust Company, Inc., and Defendant, Beck Holding Company, LLC, executed and delivered a Promissory Note dated April 10, 2013, in the principal sum of Five Hundred Five Thousand and No/100ths Dollars (\$505,000.00) with the principal amount bearing interest at a fixed rate of 5.50%. The note is payable via monthly payments with all remaining principal and interest to be paid at maturity. A copy of said Promissory Note is attached hereto as Exhibit A and incorporated herein by reference.

10. Simultaneous with the execution of the above referred to Promissory Note, and in order to secure the payment thereof, the Defendant, Beck Holding Company, LLC, executed and delivered to Plaintiff that certain Mortgage of real estate dated April 10, 2013, and recorded in the Office of the Register of Deeds for Georgetown County on April 22, 2013, in Book 2130 at Page 347, wherein and whereby said Defendant mortgaged unto Plaintiff that real property more fully described herein as follows:

All that certain piece, parcel or lot of land situate, lying and being in the City and County of Georgetown, State of South Carolina, being a part of that certain lot which is known and designated on the plan of the City of Georgetown by the number fifty-two (52). The lot hereby conveyed measures on King Street 83.5 feet, more or less, and the same on the rear line, and on Prince Street 63.3 feet, more or less, and the same on the rear line, butting and bounding as follows: Northeast on Prince Street; Southeast by king Street; and the Southwest and Northwest by the remaining portion of said Lot Number Fifty-Two (52).

SAVING AND EXCEPTING THEREFROM so much of the above described land that was conveyed to Maude Chestnut by J.M. Layton by deed dated September 24, 1936 and recorded in Deed Book U-2 at Page 122 on the date thereof.

TMS# 05-0026-134-00-00

A copy of said mortgage is attached hereto as Exhibit B and incorporated herein by reference.

11. That on or about April 10, 2013, Plaintiff and Defendant Cornelius J. Beck, Jr. did enter into that certain Commercial Guaranty, a copy of which is attached as Exhibit "C" and incorporated herein.

12. That on or about April 10, 2013, Plaintiff and Defendant Andrews Dental Center, Inc. did enter into that certain Commercial Guaranty, a copy of which is attached as Exhibit "D" and incorporated herein.

13. That on or about April 10, 2013, Plaintiff and Defendant Inlet Dental Center, Inc. did enter into that certain Commercial Guaranty, a copy of which is attached as Exhibit "E" and incorporated herein.

14. That on or about April 10, 2013, Plaintiff and Defendant Seaside Surgical, Inc. did enter into that certain Commercial Guaranty, a copy of which is attached as Exhibit "F" and incorporated herein.

15. That on or about April 10, 2013, Plaintiff and Defendant Georgetown Dental Center of South Carolina, Inc. did enter into that certain Commercial Guaranty, a copy of which is attached as Exhibit "G" and incorporated herein.

16. That on or about April 10, 2013, Plaintiff and Defendant South Beach Dental Center, Inc. did enter into that certain Commercial Guaranty, a copy of which is attached as Exhibit "H" and incorporated herein.

17. At the time of the filing of action, Plaintiff erroneously referred to a prior Assignment of Rents between Beck Holding Company, LLC and First Citizens Bank and Trust Company, Inc. dated April 5, 2011 and recorded April 14, 2011 in the Office of the Register of Deeds for Georgetown County in Book 1667 at Page 337. That on or about April 10, 2013, Plaintiff and Defendant, Beck Holding Company, LLC entered into an

Assignment of Rents which was recorded on April 22, 2013 in the Office of the Register of Deeds for Georgetown County in Book 2130 at Page 355, a copy of which is attached hereto as "Exhibit I" and is the Assignment applicable to this loan.

18. That the Note and Mortgage are a first, superior, and prior lien against the Property, and that all other liens and judgments are inferior and subsequent to those of the Plaintiff.

19. That Defendants have failed to make payments required by the aforementioned Note, Mortgage and Commercial Guaranty Agreements, and there is due and owing Five Hundred Six Thousand Two Hundred Nineteen and 41/100ths (\$506,219.41) Dollars in principal, plus interest until paid in full, plus late fees and charges in the amount of One Thousand Three Hundred Seventy-Nine and 97/100ths (\$1,379.97) Dollars, plus fees and costs advanced by the Plaintiff, plus attorney's fees of Nine Thousand Six Hundred Seventy-Nine and 24/100ths (\$9,679.24) Dollars.

20. That the Defendants, Beck Holding Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc., have defaulted in the payment of the Note, Mortgage and Commercial Guaranty Agreements given to the Plaintiff by failing to pay on demand the principal and interest due under said documents, and all interest due thereon. Said Note, Mortgage and Commercial Guaranty Agreements are therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

21. That per Affidavit of a duly authorized officer of Plaintiff, the demand for payment has been made and no payments have been forthcoming and the amounts demanded are true and accurate

22. That all notices required, if any, have been given by Plaintiff to all Defendants.

23. That the amount due and owing under the Note and Mortgage as of March 26, 2015 was Five Hundred Six Thousand Two Hundred Nineteen and 41/100ths (\$506,219.41) Dollars in principal, plus interest at a rate of 5.50% until paid in full, plus late fees and charges in the amount of One Thousand Three Hundred Seventy-Nine and 97/100ths (\$1,379.97) Dollars, plus fees and costs advanced by the Plaintiff as provided for in the Note and Mortgage and the like were as follows:

a.	Principal due as of March 26, 2015	\$ 506,219.41
b.	Interest	\$ 50,678.33
c.	Late charges	\$ 1,379.97
d.	Attorney's fees	\$ 7,441.16
e.	Costs	\$ 2,238.08
f.	Post-Judgment Interest – 3/26/15 until sale (Statutory rate of 7.25%) (Per Diem \$110.89)	\$ 4,324.71

TOTAL DEBT	\$ 572,281.66
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24. That in awarding attorney's fees, I have considered all six (6) factors as set forth in Baron Data Systems v. Loter, 297 S.C. 382 (1989).

25. That Plaintiff is entitled to post-judgment interest from March 26, 2015 to May 4, 2015 until the Property is sold at a rate of 7.25% per annum.

26. That Plaintiff is seeking foreclosure of and sale of the Property, and a bar of the equity of redemption of the Defendants, if any, pursuant to the Note and Mortgage agreement.

27. That Plaintiff seeks a deficiency judgment against the Defendants, Beck Holding Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc., after the sale of the mortgaged Property.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

28. The Defendants, Beck Holding Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc., having breached the terms of the Note and Mortgage are liable to Plaintiff for the total sum of Five Hundred Seventy-Two Thousand Two Hundred Eighty-One and 66/100ths (\$572,281.66) Dollars plus interest in the amount of 7.25% per annum until the property is sold, which includes attorney's fees and costs.

29. Plaintiff, as a result of the breach of Defendants, Beck Holding Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc., should have judgment of foreclosure and bar of the equity of redemption of Defendants, Beck Holding Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc.,

Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc., if any.

30. That until the date of sale, Plaintiff shall have the right to apply for additional charges to the amount due for items such as cost of the Notice of Sale, appraisal fees, insurance or real property taxes paid in accordance with the Note and Mortgage.

31. That the property subject to the Note and Mortgage should be ordered sold at a public auction after due advertisement.

32. That the proceeds arising from such sale should be applied: first, to the costs and disbursements of this action; next, to the payment and discharge of taxes and assessments due on the date of the sale; next, to the payment and discharge of any amount of the Defendants' debt and interest or so much thereof as proceeds will pay; and any surplus should be held pending further order of the Court.

33. That Plaintiff, its agents and employees shall be allowed access to the subject property for the purpose of inspection prior to the public sale.

34. That in the event of the failure of a representative of the Plaintiff to appear on the date and time specified for the sale of the property, the foreclosure sale shall be cancelled and continued until the next convenient sale date thereafter; and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. Pursuant to Rule 53(e) of the South Carolina Rules of Civil Procedure this Order shall constitute a Final Judgment.

2. That there is due to Plaintiff on the Note and Mortgage agreement set forth in the Complaint the sum of Five Hundred Seventy-Two Thousand Two Hundred Eighty-One and 66/100ths (\$572,281.66) Dollars.

3. That the sum of Five Hundred Seventy-Two Thousand Two Hundred Eighty-One and 66/100ths (\$572,281.66) Dollars shall accrue interest on the principal at the rate of 7.25% per annum until the property is sold.

4. That the Defendants, Beck Holding Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc., being liable for the aforesaid debt, shall, on or before the date of sale of the said property hereinafter described, pay to Plaintiff or Plaintiff's attorneys the amount of the Defendants' debt as aforesaid together with the attorney's fees, costs and disbursements of this action.

5. That on default of payment, at or before the time herein indicated, the premises subject to the Note and Mortgage described in the Complaint, and as hereinafter set forth, be sold by the undersigned "Special Referee" at public auction at the Georgetown County Courthouse, in the City of Conway, County of Georgetown, State of South Carolina on May 4, 2015, pursuant to the following terms:

a. For cash: The undersigned will require the deposit of five (5%) percent on the amount of the bid (OR EQUIVALENT), same to be applied on the purchase price only upon compliance with the bid, but in case of noncompliance same to be forfeited and applied to the costs and the Defendants' debt.

b. The sale shall be subject to taxes, assessments, easements, covenants and restrictions of record, which shall be paid by the purchaser.

c. Purchaser to pay for preparation and cost of recording the deed, deed stamps, transfer fees and "Special Referee" Commission or fees, if any.

6. In the event of the failure of a representative of the Plaintiff to appear on the date and time specified for the sale of the property, the foreclosure sale shall be cancelled and continued until the next convenient sale date thereafter, and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on the Tuesday next succeeding such holiday.

7. Plaintiff, its agents and employees shall be allowed access to the subject property for the purpose of inspection prior to the public sale.

8. If Plaintiff is a successful bidder at said sale for a sum not exceeding the amount of costs, disbursements, expenses and the indebtedness of said Defendants in full, said Plaintiff may pay the undersigned only the amount of costs, disbursements and expenses, crediting the balance on said payments and indebtedness.

9. Personal or deficiency judgment being retained, the bidding will remain open after the date of sale, and compliance with the bid may be made immediately.

10. That the undersigned, by advertisement according to law, give notice of the time and place of sale and the terms thereof, and will execute to the purchaser or purchasers a deed to the premises sold. Plaintiff and any other parties to this action may become a purchaser at such sale, and that if, upon such sale being made, the purchaser or purchasers shall fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned may advertise the said premises for sale on the next or

some subsequent sales date at the risk of the former highest bidder, and so from time to time thereafter until a full compliance shall be secured.

11. That the undersigned will apply the proceeds from the sale as follows: first, to payment of the costs, disbursements and expenses of this action; next, to the payment of all taxes and assessments due on the date of the sale; next, to the payment of Plaintiff or Plaintiff's attorneys of the amount of the Defendants' debt and interest or so much thereof as purchase money will pay on same; any surplus funds held pending further order of this Court.

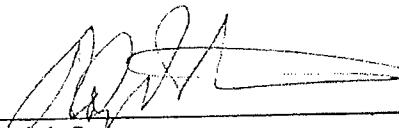
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event a successful bidder is other than the Defendants in possession herein, the Sheriff of Georgetown County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep such successful bidder or his assigns in such peaceable possession.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants, and all persons whoever claiming under them, be forever barred and foreclosed of all right, title and interest and equity of redemption in the said premises under the Note and Mortgage agreement being sold or any part thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure, including but not limited to, the issuance of a Writ of Assistance, supplemental

proceedings, omitted lien holders, and other issues related to the foreclosure, sale of the real Property and/or deficiency judgment.

AND IT SO ORDERED.



Ralph Stroman
Special Referee for Georgetown County

9/26, 2015

Conway, South Carolina

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2014 CP-26-04835

First Citizens Bank and Trust Company, Inc.

Beck Holding Company, LLC, C.J.B. Holding & Trust Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Daniel W. Stacy, Esq., Oxner & Stacy

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ 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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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:

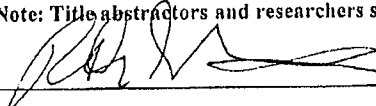
ORDER INFORMATION

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

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)
First Citizens Bank and Trust Company, Inc.	Beck Holding Company, LLC, C.J.B. Holding & Trust Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc., and South Beach Dental Center, Inc..	\$N/A
		\$

		\$
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.**


 Ralph P. Stroman
 Special Referee

2098
 Judge Code

3/26/15
 Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Daniel W. Stacy, Esq.

 ATTORNEY(S) FOR THE PLAINTIFF(S)

 ATTORNEY(S) FOR THE DEFENDANT(S)

 CLERK OF COURT

Court Reporter: Prestige Court Reporting

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
First Citizens Bank and Trust)
Company, Inc.,)
)
Plaintiff,)
)
vs.)
)
Beck Holding Company, LLC,)
C.J.B. Holding & Trust Company,)
LLC, Cornelius J. Beck, Jr.,)
Andrews Dental Center, Inc.,)
Inlet Dental Center, Inc., Seaside)
Surgical, Inc., Horry Dental)
Center of South Carolina, Inc. and)
South Beach Dental Center, Inc.,)
)
Defendants.)
)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NO. 2014-CP-26-4835

SPECIAL REFEREE'S REPORT AND
JUDGMENT OF FORECLOSURE AND
SALE

HORRY COUNTY
2015 MAR 26 AM 11:43
CLERK OF COURT

TO: THE DEFENDANTS ABOVE NAMED:

This matter comes before me pursuant to an Order of Reference signed by the Honorable Benjamin H. Culbertson, Presiding Judge of Fifteenth Judicial Circuit and filed with the Clerk of Court for Horry County on March 5, 2015. The Order of Reference provides that I am to take testimony arising out of the pleadings and to make Findings of Fact and Conclusions of Law with authority to enter final judgment with any appeal directly to the South Carolina Supreme Court or the Court of Appeals as appropriate.

Pursuant to said Order of Reference, a hearing was held on March 26, 2015 at 9:30 A.M. by the Special Referee for Horry County, at which time testimony was taken. From the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT

1. That the Lis Pendens, Summons and Complaint in this matter were filed on July 17, 2014.

2. That service of the Lis Pendens, Summons and Complaint was made upon Defendants, Beck Holding Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc. on July 29, 2014 as evidenced by the Affidavits of Service filed with the Court.

3. That service was made upon C.J.B. Holding & Trust Company, LLC by publication on November 4, 2014 as evidenced by the Affidavit of Publication filed with the Court.

4. That all Defendants have been properly served and this Court has jurisdiction over this matter.

5. That all Defendants have been properly served and are in default as shown by the Affidavits of Default of Daniel W. Stacy, Jr., Esquire, attorney for the Plaintiff, which were filed on September 2, 2014 and December 15, 2014.

6. That the Order of Reference referring this matter to me as Special Referee was signed by the Honorable Benjamin H. Culbertson and filed on March 5, 2015 with the Clerk of Court for Horry County.

7. All Defendants were notified of the date, time and place of this hearing.

8. According to the undisputed pleadings, there is no Defendant in the military service of the United States of America, as contemplated under the Soldiers and Sailors Civil Relief Act of 1940 and any amendments thereto.

9. For value received, Plaintiff First Citizens Bank and Trust Company, Inc., and Defendant, Beck Holding Company, LLC, executed and delivered a Promissory Note dated April 10, 2013, in the principal sum of Five Hundred Five Thousand and No/100ths Dollars (\$505,000.00) with the principal amount bearing interest at a fixed rate of 5.50%. The note is payable via monthly payments with all remaining principal and interest to be paid at maturity. A copy of said Promissory Note is attached hereto as Exhibit A and incorporated herein by reference.

10. Simultaneous with the execution of the above referred to Promissory Note, and in order to secure the payment thereof, the Defendant, Beck Holding Company, LLC, executed and delivered to Plaintiff that certain Mortgage of real estate dated April 10, 2013, and recorded in the Office of the Register of Deeds for Horry County on April 22, 2013, in Mortgage Book 5491 at Page 1700, wherein and whereby said Defendant mortgaged unto Plaintiff that real property more fully described herein as follows:

All and singular, that certain piece, parcel or lot of land, lying and being situate in Little River Township, Horry County, South Carolina, same being designated as Lot Number Eighteen (18) of Pearl Beach Section as shown on a map of Atlantic Beach and Pearl Beach (combined) made by A.J. Baker dated March 1, 1946 and recorded in the Office of the Register of Deeds for Horry County in Plat Book 5-A at Page 5, reference to which is craved as for a more complete description.

TMS# 156-03-17-005

A copy of said mortgage is attached hereto as Exhibit B and incorporated herein by reference.

11. That on or about April 10, 2013, Plaintiff and Defendant Cornelius J. Beck, Jr. did enter into that certain Commercial Guaranty, a copy of which is attached as Exhibit "C" and incorporated herein.

12. That on or about April 10, 2013, Plaintiff and Defendant Andrews Dental Center, Inc. did enter into that certain Commercial Guaranty, a copy of which is attached as Exhibit "D" and incorporated herein.

13. That on or about April 10, 2013, Plaintiff and Defendant Inlet Dental Center, Inc. did enter into that certain Commercial Guaranty, a copy of which is attached as Exhibit "E" and incorporated herein.

14. That on or about April 10, 2013, Plaintiff and Defendant Seaside Surgical, Inc. did enter into that certain Commercial Guaranty, a copy of which is attached as Exhibit "F" and incorporated herein.

15. That on or about April 10, 2013, Plaintiff and Defendant Georgetown Dental Center of South Carolina, Inc. did enter into that certain Commercial Guaranty, a copy of which is attached as Exhibit "G" and incorporated herein.

16. That on or about April 10, 2013, Plaintiff and Defendant South Beach Dental Center, Inc. did enter into that certain Commercial Guaranty, a copy of which is attached as Exhibit "H" and incorporated herein.

17. That the Note and Mortgage are a first, superior, and prior lien against the Property, and that all other liens and judgments are inferior and subsequent to those of the Plaintiff.

18. That Defendants have failed to make payments required by the aforementioned Note, Mortgage and Commercial Guaranty Agreements, and there is due and owing Five Hundred Six Thousand Two Hundred Nineteen and 41/100ths (\$506,219.41) Dollars in principal, plus interest until paid in full, plus late fees and charges in the amount of One Thousand Three Hundred Seventy-Nine and 97/100ths

(\$1,379.97) Dollars, plus fees and costs advanced by the Plaintiff, plus attorney's fees of Nine Thousand Six Hundred Seventy-Nine and 24/100ths (\$9,679.24) Dollars.

19. That the Defendants, Beck Holding Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc., have defaulted in the payment of the Note, Mortgage and Commercial Guaranty Agreements given to the Plaintiff by failing to pay on demand the principal and interest due under said documents, and all interest due thereon. Said Note, Mortgage and Commercial Guaranty Agreements are therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

20. That per Affidavit of a duly authorized officer of Plaintiff, the demand for payment has been made and no payments have been forthcoming and the amounts demanded are true and accurate

21. That all notices required, if any, have been given by Plaintiff to all Defendants.

22. That the amount due and owing under the Note and Mortgage as of March 26, 2015 was Five Hundred Six Thousand Two Hundred Nineteen and 41/100ths (\$506,219.41) Dollars in principal, plus interest at a rate of 5.50% until paid in full, plus late fees and charges in the amount of One Thousand Three Hundred Seventy-Nine and 97/100ths (\$1,379.97) Dollars, plus fees and costs advanced by the Plaintiff as provided for in the Note and Mortgage and the like were as follows:

a.	Principal due as of March 26, 2015	\$ 506,219.41
b.	Interest	\$ 50,678.33

(\$572,281.66) Dollars plus interest in the amount of 7.25% per annum until the property is sold, which includes attorney's fees and costs.

28. Plaintiff, as a result of the breach of Defendants, Beck Holding Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc., should have judgment of foreclosure and bar of the equity of redemption of Defendants, Beck Holding Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc., if any.

29. That until the date of sale, Plaintiff shall have the right to apply for additional charges to the amount due for items such as cost of the Notice of Sale, appraisal fees, insurance or real property taxes paid in accordance with the Note and Mortgage.

30. That the property subject to the Note and Mortgage should be ordered sold at a public auction after due advertisement.

31. That the proceeds arising from such sale should be applied: first, to the costs and disbursements of this action; next, to the payment and discharge of taxes and assessments due on the date of the sale; next, to the payment and discharge of any amount of the Defendants' debt and interest or so much thereof as proceeds will pay; and any surplus should be held pending further order of the Court.

32. That Plaintiff, its agents and employees shall be allowed access to the subject property for the purpose of inspection prior to the public sale.

33. That in the event of the failure of a representative of the Plaintiff to appear on the date and time specified for the sale of the property, the foreclosure sale shall be cancelled and continued until the next convenient sale date thereafter; and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. Pursuant to Rule 53(e) of the South Carolina Rules of Civil Procedure this Order shall constitute a Final Judgment.

2. That there is due to Plaintiff on the Note and Mortgage agreement set forth in the Complaint the sum of Five Hundred Seventy-Two Thousand Two Hundred Eighty-One and 66/100ths (\$572,281.66) Dollars.

3. That the sum of Five Hundred Seventy-Two Thousand Two Hundred Eighty-One and 66/100ths (\$572,281.66) Dollars shall accrue interest on the principal at the rate of 7.25% per annum until the property is sold.

4. That the Defendants, Beck Holding Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc., being liable for the aforesaid debt, shall, on or before the date of sale of the said property hereinafter described, pay to Plaintiff or Plaintiff's attorneys the amount of the Defendants' debt as aforesaid together with the attorney's fees, costs and disbursements of this action.

5. That on default of payment, at or before the time herein indicated, the premises subject to the Note and Mortgage described in the Complaint, and as hereinafter

set forth, be sold by the undersigned "Special Referee" at public auction at the Horry County Courthouse, in the City of Conway, County of Horry, State of South Carolina on May 4, 2015, pursuant to the following terms:

a. For cash: The undersigned will require the deposit of five (5%) percent on the amount of the bid (OR EQUIVALENT), same to be applied on the purchase price only upon compliance with the bid, but in case of noncompliance same to be forfeited and applied to the costs and the Defendants' debt.

b. The sale shall be subject to taxes, assessments, easements, covenants and restrictions of record, which shall be paid by the purchaser.

c. Purchaser to pay for preparation and cost of recording the deed, deed stamps, transfer fees and "Special Referee" Commission or fees, if any.

6. In the event of the failure of a representative of the Plaintiff to appear on the date and time specified for the sale of the property, the foreclosure sale shall be cancelled and continued until the next convenient sale date thereafter, and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on the Tuesday next succeeding such holiday.

7. Plaintiff, its agents and employees shall be allowed access to the subject property for the purpose of inspection prior to the public sale.

8. If Plaintiff is a successful bidder at said sale for a sum not exceeding the amount of costs, disbursements, expenses and the indebtedness of said Defendants in full, said Plaintiff may pay the undersigned only the amount of costs, disbursements and expenses, crediting the balance on said payments and indebtedness.

9. Personal or deficiency judgment being retained, the bidding will remain open after the date of sale, and compliance with the bid may be made immediately.

10. That the undersigned, by advertisement according to law, give notice of the time and place of sale and the terms thereof, and will execute to the purchaser or purchasers a deed to the premises sold. Plaintiff and any other parties to this action may become a purchaser at such sale, and that if, upon such sale being made, the purchaser or purchasers shall fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned may advertise the said premises for sale on the next or some subsequent sales date at the risk of the former highest bidder, and so from time to time thereafter until a full compliance shall be secured.

11. That the undersigned will apply the proceeds from the sale as follows: first, to payment of the costs, disbursements and expenses of this action; next, to the payment of all taxes and assessments due on the date of the sale; next, to the payment of Plaintiff or Plaintiff's attorneys of the amount of the Defendants' debt and interest or so much thereof as purchase money will pay on same; any surplus funds held pending further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event a successful bidder is other than the Defendants in possession herein, the Sheriff of Horry County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep such successful bidder or his assigns in such peaceable possession.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants, and all persons whoever claiming under them, be forever barred and foreclosed of all right, title and interest and equity of redemption in the said premises under the Note and Mortgage agreement being sold or any part thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure, including but not limited to, the issuance of a Writ of Assistance, supplemental proceedings, omitted lien holders, and other issues related to the foreclosure, sale of the real Property and/or deficiency judgment.

AND IT SO ORDERED.



Ralph Stroman
Special Referee for Horry County

3/26, 2015

Conway, South Carolina

EXHIBIT B

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN) COURT FILE NO. 14-CP-22-685

First Citizens Bank and Trust Company, Inc.,)

Plaintiff)

vs.)

Beck Holding Company, LLC, C.J.B Holding)
& Trust Company, LLC, Cornelius J. Beck, Jr.,)
Andrews Dental Center, Inc., Inlet Dental)
Center, Inc., Seaside Surgical, Inc.,)
Georgetown Dental Center of South Carolina,)
Inc. and South Beach Dental Center, Inc.,)

Defendants.)

ORDER

FILED
GEORGETOWN COUNTY, S.C.
2016 FEB 12 AM 10:20
ALMA Y. WHITE
CLERK OF COURT

This matter came before me for a hearing and status conference on January 28, 2016 to address open matters in this case. By way of background, this matter was filed on July 17, 2014.

Judgment and a decree of foreclosure was entered on March 31, 2015. After due advertisement, the mortgaged property was offered for public sale on May 4, 2015, and the Plaintiff bid \$160,000.00. On May 27, 2015, prior to the upset sale, Defendant C.J.B. Holding & Trust Company, LLC, the owner of the mortgaged property, filed a petition under Title 11 of the U.S. Code in the Bankruptcy Court for the District of South Carolina staying the case. The bankruptcy case was dismissed by order of the Bankruptcy Court on October 30, 2015. No appeal was taken from the dismissal Order.

Before the Court were Defendant Cornelius J. Beck's (1) Motion to Vacate Judgment and Sale filed July 13, 2015, and (2) Notice of Third Party Intervention to Settle Judgment filed

September 1, 2015, and (3) Objection to Motion to Strike Filings Scheduled for 01/28/16, Notice of Citizenship, Judicial Notice, Affidavit of Facts Concerning American Citizen.

Defendant Beck appeared at the hearing and offered no argument or authority for any of the open filings in the case. I therefore find and conclude that he has failed to prosecute his positions and to the extent any of the filings request relief from the court, the relief sought is denied.

Defendant Beck further requested a payoff on his obligations secured by the Mortgaged property and Plaintiff's counsel agreed to provide the payoff. Defendant Beck finally agreed that the upset bid for the foreclosure sale shall be advertised during the month of February 2016 for a March 2016 sale, and Plaintiff's counsel shall prepare the necessary Notice of Sale therefore. It is therefore,

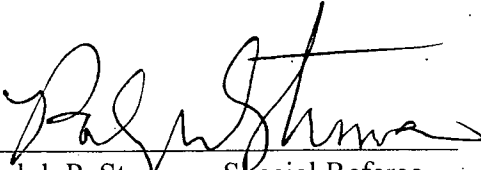
ORDERED that the above-referenced Motion, Notice and Objection are denied; and it is, further

ORDERED that Plaintiff is entitled to an award of costs and fees which, upon receipt of an Affidavit of Fees, will be addressed as a supplement to the Decree of Foreclosure; and it is further

ORDERED that Plaintiff provide a payoff on the obligation secured by the mortgaged property to Defendant Beck within five (5) business days of the entry of this Order; and it is, further

ORDERED that the deficiency sale for the property in Georgetown County will be scheduled for March 2, 2016.

AND IT IS SO ORDERED.


Ralph P. Stroman, Special Referee

PAWLEY'S ISLAND, SC
February 8, 2016

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

IN THE ☒ COURT OF COMMON PLEAS
☐ FAMILY COURT

First Citizens Bank and Trust Company, Inc.,

CASE NO. 14-CP-22-685

☒ Plaintiff

vs.

Beck Holding Company, LLC, C.J.B Holding & Trust
Company, LLC, Cornelius J. Beck, Jr., Andrews Dental
Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc.,
Georgetown Dental Center of South Carolina, Inc. and South
Beach Dental Center, Inc.,

☐ Defendant.

**MOTION AND ORDER INFORMATION FORM
AND COVER SHEET**

Plaintiff's Attorney:

Robert A. Kerr, Jr. SC Bar #11981
Moore & Van Allen PLLC
78 Wentworth Street
Charleston, SC 29401-2828
T (843)579-7000
F (843)579-7099
Email: robertkerr@mvalaw.com

Defendant's Attorney:

phone:
fax:
e-mail:

- ☐ 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:

Estimated Time Needed:

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

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$25.00

☐ 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, SCOR)
☐ 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:

S. Patton

Date Filed:

2-12-16

☐ MOTION FEE COLLECTED: \$25.00

☐ CONTESTED - AMOUNT DUE: _____

SCCA/233 (11/03)

COPY

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

First Citizens Bank and Trust Company, Inc.,

Plaintiff

vs.

Beck Holding Company, LLC, C.J.B Holding
& Trust Company, LLC, Cornelius J. Beck, Jr.,
Andrews Dental Center, Inc., Inlet Dental
Center, Inc., Seaside Surgical, Inc.,
Georgetown Dental Center of South Carolina,
Inc. and South Beach Dental Center, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

COURT FILE NO. 14-CP-26-4835

ORDER

HORRY COUNTY
2016 FEB 11 PM 12:53
CLERK OF COURT

This matter came before me for a status conference on January 28, 2016 to address open matters in a companion case pending in Georgetown County. By way of background, this matter was filed on July 21, 2014. Judgment and a decree of foreclosure was entered on March 26, 2015. After due advertisement, the mortgaged property was offered for public sale on May 4, 2015, and the Plaintiff bid \$315,000.00. On May 27, 2015, prior to the upset sale, Defendant C.J.B. Holding & Trust Company, LLC, the owner of the mortgaged property, filed a petition under Title 11 of the U.S. Code in the Bankruptcy Court for the District of South Carolina staying the case. The bankruptcy case was dismissed by order of the Bankruptcy Court on October 30, 2015. No appeal was taken from the dismissal Order.

Before the Court were Defendant Cornelius J. Beck's (1) Motion to Vacate Judgment and Sale dated July 8, 2015, and (2) Notice of Third Party Intervention to Settle Judgment dated August 17,

copy

2015, and (3) Objection to Motion to Strike Filings Scheduled for 02/11/16, Notice of Citizenship, Judicial Notice, Affidavit of Facts Concerning American Citizen.

Defendant Beck appeared at the hearing and offered no argument or authority for any of the open filings in the case. I therefore find and conclude that he has failed to prosecute his positions and to the extent any of the filings request relief from the court, the relief sought is denied.

Defendant Beck further requested a payoff on his obligations secured by the Mortgaged property and Plaintiff's counsel agreed to provide the payoff. Defendant Beck finally agreed that the upset bid for the foreclosure sale shall be advertised during the month of February 2016 for a March 2016 sale, and Plaintiff's counsel shall prepare the necessary Notice of Sale therefore. It is therefore,

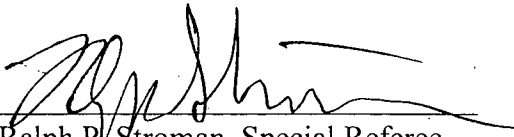
ORDERED that the above-referenced Motion, Notice and Objection are denied; and it is, further

ORDERED that Plaintiff is entitled to an award of costs and fees which, upon receipt of an Affidavit of Fees, will be addressed as a supplement to the Decree of Foreclosure; and it is further

ORDERED that Plaintiff provide a payoff on the obligation secured by the mortgaged property to Defendant Beck within five (5) business days of the entry of this Order; and it is, further

ORDERED that the deficiency sale for the property in Horry County will be scheduled for March 2, 2016.

AND IT IS SO ORDERED.


Ralph P. Stroman, Special Referee

PAWLEY'S ISLAND, SC
February 8, 2016

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE ☒ COURT OF COMMON PLEAS
☐ FAMILY COURT

First Citizens Bank and Trust Company, Inc.,

☒ Plaintiff

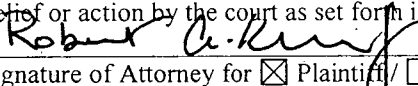
vs.

Beck Holding Company, LLC, C.J.B Holding & Trust
Company, LLC, Cornelius J. Beck, Jr., Andrews Dental
Center, Inc., Inlet Dental Center, Inc., Seaside Surgical, Inc.,
Georgetown Dental Center of South Carolina, Inc. and South
Beach Dental Center, Inc.,

☐ Defendant.

CASE NO. 14-CP-26-4835

**MOTION AND ORDER INFORMATION FORM
AND COVER SHEET**

Plaintiff's Attorney: Robert A. Kerr, Jr. SC Bar #11981 Moore & Van Allen PLLC 78 Wentworth Street Charleston, SC 29401-2828 T (843)579-7000 F (843)579-7099 Email: robertkerr@mvalaw.com		Defendant's Attorney: phone: fax: e-mail:	
☐ 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: Estimated Time Needed:		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		9 Feb 2016 Date submitted	
SECTION III: Motion Fee			
☒ PAID – AMOUNT: \$ 25.00 ☐ 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, SCRCP) ☐ 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: _____			

SCCA/233 (11/03)

COPY

EXHIBIT C

STATE OF SOUTH CAROLINA) In the Court of Common Pleas
COUNTY OF GEORGETOWN) Case No. 2015-CP-22-685

FIRST CITIZENS BANK AND TRUST,)
Plaintiff(s),)

-vs-

BECK HOLDING CO, LLC, and)
CJB HOLDING-TRUST COMPANY, LLC,)
CORNELIUS J. BECK, JUNIOR,)
ANDREWS DENTAL CENTER, INC.,)
SEASIDE SURGICAL, INC.,)
GEORGETOWN DENTAL,)

Defendant(s).

Given before Molly C. Newton, Court Reporter and
Notary Public, at the Georgetown County Judicial Center,
401 Cleland Street, Georgetown, South Carolina, on
Thursday, January 28th, 2016, commencing
at 9:55 o'clock, a.m.

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Lexington	Myrtle Beach	Newberry	Orangeburg
Spartanburg	Summerville	Sumter	West Columbia

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A P P E A R A N C E S

For the Plaintiff(s): Robert Kerr, Esquire
Moore and Van Allen, PLLC
78 Wentworth Street
Charleston, SC 29401

1 **MR. KERR:** Thank you, Judge Stroman. This
2 is case number 2014-CP-22-685, First Citizens
3 and Trust Company, Inc. versus Beck Holding
4 Company, LLC, CJB Holding and Trust Company,
5 LLC, Cornelius J. Beck, Junior, Andrews Dental,
6 Inc, Seaside Surgical, Inc, Georgetown Dental
7 of South Carolina, Inc, and South Beach Dental
8 Center, Inc. By way of background, Your Honor,
9 this is a foreclosure that was commenced in
10 2015 and a judgement of foreclosure was entered
11 by you on March 31st, 2015. Property at issue
12 is commercial property here in Georgetown
13 County. The sale was properly advertised and
14 the sale occurred on May 4th, 2016. Since
15 deficiency was not waved 30 days later the
16 hearing or a second upset bid could be received
17 however the case was stayed by the bankruptcy
18 filing, CJB, on May 27th, 2015, approximately a
19 week before the second sale. Your Honor, that
20 bankruptcy case was dismissed on October 30th,
21 2015 and in that period while the case was
22 stayed two motions were filed by the defendant
23 in this case or his surrogate or his
24 representative. The first one on June 29th, 2015
25 was a motion to vacate judgement. Apparently a

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1 motion to vacate the foreclosure decree and
2 judgement that was entered more than 30 days
3 before that. Then a second filing was made
4 called Notice of Third Party Intervention to
5 settle judgement and that was filed September
6 1, 2015.

7 Your Honor, with dismissal from bankruptcy
8 court we are ready to proceed with advertising
9 and sale however these two motions were on the
10 calendar now in an abundance of caution it
11 seemed prudent to ask The Court to set a
12 hearing on those filings and make some order
13 with respect thereto so we have a clean record
14 going forward. Now, neither of those motions
15 are of the plaintiff's, First Citizens. They
16 both come from or through Dr. Beck and as he is
17 the filing party or someone on his behalf they
18 have the burden of proof to move forward under
19 the rules and argue why they are entitled to
20 whatever relief they seek.

21 Your Honor, I don't have a motion. That's
22 the background of the case and I ask The Court
23 to make some determination on whatever motions
24 of filings that were made by or for Dr. Beck at
25 this time. Further, Your Honor, I have received

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1 and will provide copies for the record, I
2 received in the mail yesterday from Dr. Beck or
3 someone on his behalf a judicial notice that
4 suggests that this court has no jurisdiction
5 over him. Additionally it purports to appoint
6 Wright comma Ronald Allen as Power of Attorney
7 over his estate and purports to give him
8 authority to handle any of his commercial
9 affairs or the affairs of his estate. I also
10 received a Notice of Citizenship which asks
11 that Beck, Junior comma Cornelius Jonathan is
12 an American citizen and not a US citizen and
13 therefore any contract he has entered into is
14 void. We also received an affidavit of facts
15 concerning American citizens in which Beck,
16 Junior comma Cornelius Jonathan, a living,
17 breathing, self aware man, states he is an
18 American citizen and not a US citizen and there
19 fore there is no power or authority over him
20 because an American citizen as opposed to a US
21 citizen and then there is an objection to the
22 motion to strike filings scheduled January 28th,
23 2016. I don't understand that one because I
24 didn't file anything. I merely set a hearing
25 on the motions that came from the Defendant or

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1 one of the Defendants so I would ask that The
2 Court also address these matters today so we
3 will have some sort of clear record and move
4 forward, and it appears I have two copies so I
5 can provide one for the record here today.
6 Since I'm not the moving party I don't know how
7 you want to proceed.

8 **THE COURT:** Let's -- Dr. Beck, you want to
9 come around and testify?

10 (Cornelius Beck, being duly sworn, testified to the
11 following:)

12 **THE COURT:** It's your motion so let me hear
13 from you.

14 **DR. BECK:** Where we're at now is I'm an
15 American citizen and not US citizen and I'd
16 like to get that straight. There is a
17 difference between American citizenship and US
18 citizenship. What we are asking for at this
19 point is an invoice from First Citizens to
20 resolve this matter within the last 10 days.

21 **THE COURT:** You're talking about a total
22 composite bill?

23 **DR. BECK:** Yes.

24 **THE COURT:** And what would be your
25 position if you are not able to provide the

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1 funds in 10 days?

2 DR. BECK: I do believe with all sincerity
3 we will be able to have this adjusted and
4 satisfied.

5 THE COURT: And if you're not able?

6 DR. BECK: Well, we'll address it as far as
7 --

8 THE COURT: I'm asking you -- are you
9 telling me --

10 DR. BECK: Within 30 days.

11 THE COURT: You said 10 days.

12 DR. BECK: Within 30 days. It should be
13 resolved, I'm hoping, withing the 30, but let's
14 say 30 days.

15 THE COURT: Let me ask you this, since it's
16 a deficiency judgement, since they've sold it
17 one time, how about if, and I don't know that
18 the Plaintiff's attorneys will agree to do
19 this, but how about if he gave you the 30 days
20 with the right to sell it in 30 days if you
21 haven't produced the money to get the
22 deficiency waved? You understand how the
23 deficiency works?

24 DR. BECK: I did not know it had sold.

25 THE COURT: It sold the first time. See,

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1 it's a two-staged thing when they ask for
2 deficiency. The Plaintiff has the bid at the
3 first sale and then it stays open 30 days and
4 after 30 days it's sold again if the bidding is
5 in excess of what it was before this new bidder
6 is the owner if he complies with the bid. So,
7 I got through the first stage and I forget what
8 the sold it for, anyway it sold. What I'm
9 asking you is in 30 days if you have not
10 produced the money, if you say you can't, can
11 you agree without objection to doing the second
12 bid, to sell it the second time, the final
13 time, to be through?

14 **DR. BECK:** I'm not sure on that. We went
15 back in to try and purchase the building and
16 First Citizens would not entertain us at all in
17 that project. There was no communication at
18 all.

19 **THE COURT:** It's got to come to some kind
20 of conclusion, either you've got to pay the
21 money back or it's got to foreclose it appears
22 to me. What I'm trying to get out of you is at
23 what point are you going to say I can't pay for
24 it or I can pay for it or I'll buy from them?

25 **DR. BECK:** Within the 30 day period we

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1 should have something.

2 **THE COURT:** And if you cannot?

3 **DR. BECK:** Then sell it, go ahead with the
4 sale.

5 **THE COURT:** Will that work for your
6 client? You've got to run it three times
7 again.

8 **MR. KERR:** Once a week for three weeks
9 would really put us, I guess, in March?

10 **THE COURT:** The March sale.

11 **MR. KERR:** And that's more than 30 days.

12 **THE COURT:** Can you agree to that?

13 **DR. BECK:** I'll agree to that.

14 **THE COURT:** How about read that into the
15 record and that will be behind us.

16 **MR. KERR:** Can I provide The Court with a
17 proposed order that plays out the motions that
18 were in front of you?

19 **THE COURT:** I think you should.

20 **MR. KERR:** That the parties agree that the
21 property will be advertised in February and
22 sold at the March sale provided he --

23 **THE COURT:** That won't prevent you from
24 trying to horse trade, if that's what you're
25 going to do, will it? It may work, may not

1 work. I don't have any idea, but if you can't
2 get it done by then chances are realistically
3 good that you're not going to be able to; is
4 that your understanding?

5 **DR. BECK:** Yes.

6 **MR. KERR:** I'll do a proposed order to
7 document that. I will say we're foreclosing
8 on a borrower and the borrower is not Dr. Beck,
9 it's a South Carolina corporation and so to the
10 extent that he's here on behalf of the
11 corporation you can't practice law --

12 **THE COURT:** They're in default.

13 **MR. KERR:** They're in default. He
14 definitely has a horse in the race but I want
15 the order to be clear. We will provide a
16 payoff anytime. In fact, I'll call my client
17 on the way back and we'll get the number to you
18 but short of receiving that sum in certified
19 funds or a sum that the bank agrees upon the
20 property will be sold in March.

21 **THE COURT:** With the upset bid.

22 **MR. KERR:** With the upset bid.

23 **THE COURT:** Anything else you want in that
24 proposed order? He'll send you a copy of it.

25 **DR. BECK:** Other than the payoff, the

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1 invoice total, fees, whatever is included.

2 **THE COURT:** You can put that in the order,
3 I assume.

4 **MR. KERR:** Yes, sir.

5 **THE COURT:** I don't think you need to
6 address the sovereign -- Maybe you do. It's on
7 the record.

8 **MR. KERR:** I do think we need to so that
9 every door that was opened via some file in the
10 court docket has been placed.

11 **THE COURT:** The two motions can be
12 addressed in your order.

13 **MR. KERR:** Yes, sir.

14 **THE COURT:** Anything else?

15 **MR. KERR:** Nothing from the plaintiff.

16 **THE COURT:** If he wants to testify but I'll
17 tell you it's getting awful close to practicing
18 but if he wants to testify.

19 **DR. BECK:** What is the question, for the
20 record? So the thing that we need is I told
21 you total invoices for bank and the fees, I
22 want them separate.

23 **MR. KERR:** What you're going to get is a
24 calculation of a debt based on the judgement
25 that was not appealed from that was entered in

1 this court on March 31st. The judgement. And
 2 the judgement has certain intrinsic and
 3 extrinsic attributes but among other things it
 4 has interest based on the statutory interest
 5 rates so we're not sending you bank notes,
 6 we're sending you a calculation of judgement
 7 which you can re-calculate by going to that
 8 piece of paper plus the additional attorney's
 9 fees.

10 DR. BECK: That's what we were asking.

11 MR. KERR: And Judge, we've asked for our
 12 time today, three hours time.

13 THE COURT: Send an affidavit along with
 14 the costs.

15 MR. KERR: Yes, Your Honor.

16 THE COURT: Anything else?

17 MR. KERR: Not from the Plaintiff?

18 THE COURT: Anything else, Doctor.?

19 DR. BECK: No, sir.

20 (The hearing went off the record for a brief period of
 21 time.)

22 MR. KERR: We'd like to add to this record
 23 that there is companion hearing in Horry County
 24 in February to address the same issues as we
 25 addressed here today. Dr. Beck has agreed to

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consent to the same terms that will be in the order we provide Judge Stroman, that is he will be provided with a payoff that will separate out attorney fees from the judgement or at least itemize and that likewise we will advertise in Horry County for the month of February for the March sale, and that will obviate the need for us to have the hearing in Conway on February 11th. Dr. Beck, is that our agreement?

DR. BECK: Yes.

MR. KERR: That's all. Thank you.

(Hearing concluded at 10:15 o'clock, a.m.)

1 STATE OF SOUTH CAROLINA)
2 : C-E-R-T-I-F-I-C-A-T-E
3 COUNTY OF BERKELEY)

4
5 I, Molly C. Newton, Court Reporter and Notary
6 Public, certify that I did have the aforementioned
7 parties to appear before me at 9:55 o'clock, a.m., on
8 Thursday, January 28th, 2016, at the Georgetown Judicial
9 Center, 401 Cleland Street, Georgetown, South Carolina;
10 that the witness was sworn and cautioned to tell the
11 truth, the pages constitute a true and accurate
12 transcript of the testimony given at that time and
13 place.

14 I further certify that I am not of counsel or kin to any
15 of the parties to this cause of action, nor am I
16 interested in any manner in its outcome.

17 IN WITNESS WHEREOF, I have hereunto set my hand and
18 seal this the 22nd day of June, 2016.

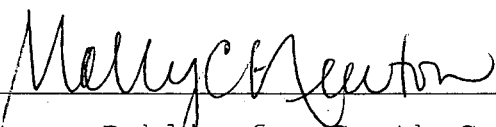
19
20
21 
22 Notary Public for South Carolina
23 My Commission Expires: March 4, 2019
24
25

EXHIBIT D

EXHIBIT D

OXNER & STACY, P.A.

ATTORNEYS AND COUNSELORS AT LAW
90 WALL STREET - UNIT B
PAWLEYS ISLAND, SC 29585
TELE: (843) 235-6747 • FAX: (843) 235-6650

HARRY A. OXNER
DANIEL W. STACY, JR.

GEORGETOWN OFFICE:
235 CHURCH STREET
POST OFFICE BOX 481
GEORGETOWN, SC 29442-0481
TELE: (843) 527-8020
FAX: (843) 485-4121

REPLY TO:
PAWLEYS ISLAND OFFICE:

April 7, 2015

Beck Holding Company, LLC
c/o Cornelius J. Beck, Jr.
9356-C Highway 17 Bypass
Murrells Inlet, SC 29576

Andrews Dental Center
c/o Cornelius J. Beck, Jr.
9356-C Highway 17 Bypass
Murrells Inlet, SC 29576

Cornelius J. Beck, Jr.
9356-C Highway 17 Bypass
Murrells Inlet, SC 29576

Georgetown Dental Center of South Carolina,
Inc., c/o Cornelius J. Beck, Jr.
9356-C Highway 17 Bypass
Murrells Inlet, SC 29576

Inlet Dental Center, Inc.
c/o Cornelius J. Beck, Jr.
9356-C Highway 17 Bypass
Murrells Inlet, SC 29576

Seaside Surgical, Inc.
c/o Cornelius J. Beck, Jr.
9356-C Highway 17 Bypass
Murrells Inlet, SC 29576

South Beach Dental Center, Inc.
c/o Cornelius J. Beck, Jr.
9356-C Highway 17 Bypass
Murrells Inlet, SC 29576

Cameron Banks, Registered Agent for
C.J.B. Holding & Trust Company, LLC
175 Minister Drive
Georgetown, SC 29440

Re: First Citizens Bank and Trust Company, Inc. v. Beck Holding Company, LLC, et al
Case Number 2014-CP-22-00685 / Case Number 2014-CP-22-04835
O.S. File #13-1368

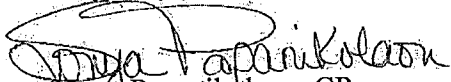
To Whom It May Concern:

Please find enclosed Notices of Sale for the above referenced cases. The Horry County property will be sold on **Monday, May 4, 2015 at 11:00 a.m.** at the Horry County Courthouse located at 1301 Second Avenue, 3rd Floor in Conway, South Carolina. The Georgetown County

property will be sold on **Monday, May 4, 2015 at 12:00 p.m.** at the Georgetown County Courthouse located at 401 Cleland Street in Georgetown, South Carolina.

With kindest regards, I remain

Very truly yours,


Sonya Papanikolaou, CP
Paralegal to Daniel W. Stacy, Jr.

/scp
Enclosures

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

First Citizens Bank and Trust
Company, Inc.,)

Plaintiff,)

vs.)

Beck Holding Company, LLC,)
C.J.B. Holding & Trust Company,)
LLC, Cornelius J. Beck, Jr.,)
Andrews Dental Center, Inc.,)
Inlet Dental Center, Inc., Seaside)
Surgical, Inc., Georgetown Dental)
Center of South Carolina, Inc. and)
South Beach Dental Center, Inc.,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NUMBER: 2014-CP-26-4835

NOTICE OF SALE

HORRY COUNTY
2015 MAR 26 AM 11:42
NOT A FILED A JUDGE
CLERK OF COURT

Pursuant to the Order of the Special Referee and Judgment of Foreclosure and Sale entered in the above captioned action, notice is hereby given that at **11:00 a.m., May 4, 2015**, at the **Horry County Courthouse** located at **1301 Second Avenue, 3rd Floor, Conway, South Carolina** the following described property will be sold to the highest bidder:

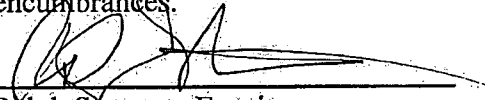
All and singular, that certain piece, parcel or lot of land, lying and being situate in Little River Township, Horry County, South Carolina, same being designated as Lot Number Eighteen (18) of Pearl Beach Section as shown on a map of Atlantic Beach and Pearl Beach (combined) made by A.J. Baker dated March 1, 1946 and recorded in the Office of the Register of Deeds for Horry County in Plat Book 5-A at Page 5, reference to which is craved as for a more complete description.

This being a portion of the property conveyed to C.J.B. Holding & Trust Company, LLC by deed of Beck Holding Company, LLC dated October 31, 2013 and recorded November 12, 2013 in the Office of the Register of Deeds for Horry County in Deed Book 3697 at Page 2890.

TMS# 156-03-17-005

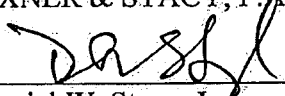
The sale shall be for cash and the highest bidder shall make a cash deposit of five (5%) percent of the bid as earnest money and evidence of good faith. Personal or deficiency judgment having not been waived, the sale will remain open for thirty (30) days pursuant

to South Carolina Code Ann. §15-39-720 (1976). If, upon such sale being made, the purchaser should fail to comply with the terms of his bid within thirty (30) days after the date of sale, then the undersigned Special Referee may apply the earnest money to the debt owed the Plaintiff and may readvertise the premises for sale, at the risk of the former highest bidder. Purchaser shall be responsible for the costs of recording the deed, documentary stamps, and interest on the bid amount from the date of sale until the date of full compliance with the bid at the rate of 7.25% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.



Ralph Stroman, Esquire
Special Referee

OXNER & STACY, P.A.



Daniel W. Stacy, Jr.
90 Wall Street, Unit B
Pawleys Island, SC 29585
(843) 235-6747 – Office
(843) 235-6650 – Facsimile
Attorneys for Plaintiff

March 26, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

First Citizens Bank and Trust
Company, Inc.,)

Plaintiff,)

vs.)

Beck Holding Company, LLC,)
C.J.B. Holding & Trust Company,)
LLC, Cornelius J. Beck, Jr.,)
Andrews Dental Center, Inc.,)
Inlet Dental Center, Inc., Seaside)
Surgical, Inc., Georgetown Dental)
Center of South Carolina, Inc. and)
South Beach Dental Center, Inc.,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NO.: 2014-CP-22-00685

NOTICE OF SALE

FILED
2015 MAR 31 AM 11:09
CLERK OF COURT

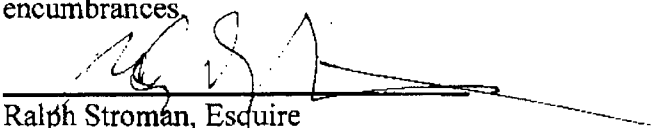
Pursuant to the Order of the Special Referee and Judgment of Foreclosure and Sale entered in the above captioned action, notice is hereby given that at **12:00 p.m., May 4, 2015**, at the **Georgetown County Courthouse** located at **401 Cleland Street, Georgetown, South Carolina** the following described property will be sold to the highest bidder:

All that certain piece, parcel or lot of land situate, lying and being in the City and County of Georgetown, State of South Carolina, being a part of that certain lot which is known and designated on the plan of the City of Georgetown by the number fifty-two (52). The lot hereby conveyed measures on King Street 83.5 feet, more or less, and the same on the rear line, and on Prince Street 63.3 feet, more or less, and the same on the rear line, butting and bounding as follows: Northeast on Prince Street; Southeast by king Street; and the Southwest and Northwest by the remaining portion of said Lot Number Fifty-Two (52).

SAVING AND EXCEPTING THEREFROM so much of the above described land that was conveyed to Maude Chestnut by J.M. Layton by deed dated September 24, 1936 and recorded in Deed Book U-2 at Page 122 on the date thereof.

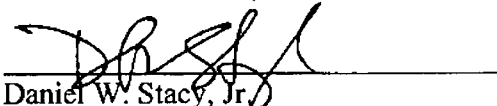
TMS# 05-0026-134-00-00

The sale shall be for cash and the highest bidder shall make a cash deposit of five (5%) percent of the bid as earnest money and evidence of good faith. Personal or deficiency judgment having not been waived, the sale will remain open for thirty (30) days pursuant to South Carolina Code Ann. §15-39-720 (1976). If, upon such sale being made, the purchaser should fail to comply with the terms of his bid within thirty (30) days after the date of sale, then the undersigned Special Referee may apply the earnest money to the debt owed the Plaintiff and may readvertise the premises for sale, at the risk of the former highest bidder. Purchaser shall be responsible for the costs of recording the deed, documentary stamps, and interest on the bid amount from the date of sale until the date of full compliance with the bid at the rate of 7.25% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.



Ralph Stroman, Esquire
Special Referee

OXNER & STACY, P.A.



Daniel W. Stacy, Jr.
90 Wall Street, Unit B
Pawleys Island, SC 29585
(843) 235-6747 – Office
(843) 235-6650 – Facsimile
Attorneys for Plaintiff

March 26, 2015

EXHIBIT E

B4 (Official Form 4) (12/07)

United States Bankruptcy Court
District of South Carolina

In re **C. J. B. Holding & Trust Company LLC**

Debtor(s)

Case No. **15-02839**

Chapter **11**

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Allstate Services Inc./Allstate Plumbing P.O. Box 14787 Surfside Beach, SC 29587	Allstate Services Inc./Allstate Plumbing P.O. Box 14787 Surfside Beach, SC 29587	plumbing repairs		222.00
First-Citizens Bank & Trust Company 1230 Main Street PO Box 29 Columbia, SC 29202	First-Citizens Bank & Trust Company 1230 Main Street PO Box 29 Columbia, SC 29202	Lot 52, King & Prince Streets, Georgetown, Georgetown County, SC; TMS# 05-0026-134-00-00; improved; 4-suite office building	Disputed	505,000.00 (120,000.00 secured)
First-Citizens Bank & Trust Company 1230 Main Street PO Box 29 Columbia, SC 29202	First-Citizens Bank & Trust Company 1230 Main Street PO Box 29 Columbia, SC 29202	Lot 18, Atlantic Beach, Horry County, SC; TMS# 156-03-17-005; improved; 3 bedroom, 3 bath residence	Disputed	505,000.00 (150,000.00 secured)
Georgetown County Treasurer PO Box 421270 Georgetown, SC 29442	Georgetown County Treasurer PO Box 421270 Georgetown, SC 29442	Lot 52, King & Prince Streets, Georgetown, Georgetown County, SC; TMS# 05-0026-134-00-00; improved; 4-suite office building		1,949.12 (120,000.00 secured) (505,000.00 senior lien)
Georgetown County Treasurer PO Box 421270 Georgetown, SC 29442	Georgetown County Treasurer PO Box 421270 Georgetown, SC 29442	Unit 204 Wachesaw Warehouses, Georgetown County, SC; TMS# 41-0402-036-12-05; improved; storage warehouse		950.06 (75,000.00 secured) (1,142,500.00 senior lien)

B4 (Official Form 4) (12/07) - Cont.

In re **C. J. B. Holding & Trust Company LLC**

Case No. **15-02839**

Debtor(s)

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Grand Strand Water & Sewer Authority P. O. Box 2308 Conway, SC 29528	Grand Strand Water & Sewer Authority P. O. Box 2308 Conway, SC 29528	water & sewer for 8848 Highway 17 S Bypas		Unknown
Horry County Treasurer PO Box 1828 Conway, SC 29528-1828	Horry County Treasurer PO Box 1828 Conway, SC 29528-1828	Lot 18, Atlantic Beach, Horry County, SC; TMS# 156-03-17-005; improved; 3 bedroom, 3 bath residence		6,012.71 (150,000.00 secured) (505,000.00 senior lien)
Horry County Treasurer PO Box 1828 Conway, SC 29528-1828	Horry County Treasurer PO Box 1828 Conway, SC 29528-1828	Lot 20, Atlantic Beach, Horry County, SC; TMS# 156-03-20-001; unimproved		5,323.05 (90,000.00 secured) (1,142,500.00 senior lien)
Horry County Treasurer PO Box 1828 Conway, SC 29528-1828	Horry County Treasurer PO Box 1828 Conway, SC 29528-1828	Lot 18, Atlantic Beach, Horry County, SC; TMS# 156-03-17-005; improved; 3 bedroom, 3 bath residence		4,155.56 (150,000.00 secured) (511,012.71 senior lien)
HTC PO Box 1819 Conway, SC 29528	HTC PO Box 1819 Conway, SC 29528	Utilities		1,706.96
Johnson & Johnson Preferred Financing PO Box 26009 Greensboro, NC 27420	Johnson & Johnson Preferred Financing PO Box 26009 Greensboro, NC 27420	loan		683.30
Santee Cooper PO Box 188 Moncks Corner, SC 29461	Santee Cooper PO Box 188 Moncks Corner, SC 29461	Utilities - 3102-3 S Ocean Blvd (Lot 18 Atlantic Beach)		Unknown
Santee Cooper PO Box 188 Moncks Corner, SC 29461	Santee Cooper PO Box 188 Moncks Corner, SC 29461	Utilities - 4514 Old Kings Highway Unit 204		5,061.01
Stillwater Insurance Company PO Box 45126 Jacksonville, FL 32232	Stillwater Insurance Company PO Box 45126 Jacksonville, FL 32232	insurance premium		16,375.00
Time Warner Cable Business Class P. O. Box 70872 Charlotte, NC 28272-0872	Time Warner Cable Business Class P. O. Box 70872 Charlotte, NC 28272-0872	Utilities		677.85

B4 (Official Form 4) (12/07) - Cont.

In re **C. J. B. Holding & Trust Company LLC**

Debtor(s)

Case No. **15-02839**

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182	Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182	Equipment and supplies located in building at 8848 Highway 17 Bypass South, Myrtle Beach, SC	Unliquidated	725,000.00 (Unknown secured)
Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182	Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182	Unit 204 Wachesaw Warehouses, Georgetown County, SC; TMS# 41-0402-036-12-05; improved; storage warehouse	Disputed	1,142,500.00 (75,000.00 secured)
Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182	Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182	Lot 20, Atlantic Beach, Horry County, SC; TMS# 156-03-20-001; unimproved		1,142,500.00 (90,000.00 secured)

**DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the Manager and sole member of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date **May 27, 2015**

Signature **/s/ Cornelius J. Beck, Jr.**

Cornelius J. Beck, Jr.

Manager and sole member

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

**United States Bankruptcy Court
District of South Carolina**

In re **C. J. B. Holding & Trust Company LLC**

Debtor

Case No. **15-02839**

Chapter **11**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	2,385,000.00		
B - Personal Property	Yes	3	0.00		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	3		5,307,278.34	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	2		24,726.12	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	2			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		14			
Total Assets			2,385,000.00		
Total Liabilities				5,332,004.46	

**United States Bankruptcy Court
District of South Carolina**

In re **C. J. B. Holding & Trust Company LLC**
Debtor

Case No. **15-02839**

Chapter **11**

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	
Student Loan Obligations (from Schedule F)	
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	
TOTAL	

State the following:

Average Income (from Schedule I, Line 12)	
Average Expenses (from Schedule J, Line 22)	
Current Monthly Income (from Form 22A-1 Line 11; OR, Form 22B Line 14; OR, Form 22C-1 Line 14)	

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column		
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		
4. Total from Schedule F		
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		

In re **C. J. B. Holding & Trust Company LLC**

Case No. **15-02839**

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Lot 18, Atlantic Beach, Horry County, SC; TMS# 156-03-17-005; improved; 3 bedroom, 3 bath residence	fee simple	-	150,000.00	515,168.27
Lot 20, Atlantic Beach, Horry County, SC; TMS# 156-03-20-001; unimproved	fee simple	-	90,000.00	1,147,823.05
8848 Bypass 17, Surfside Beach, Horry County, SC; TMS# 191-00-01-399; improved; medical/dental office & parking	fee simple	-	1,800,000.00	1,142,500.00
Lot 18, Bypass Plaza South, Horry County, SC; TMS# 194-27-01-013; unimproved	fee simple	-	150,000.00	126,387.84
Lot 52, King & Prince Streets, Georgetown, Georgetown County, SC; TMS# 05-0026-134-00-00; improved; 4-suite office building	fee simple	-	120,000.00	506,949.12
Unit 204 Wachesaw Warehouses, Georgetown County, SC; TMS# 41-0402-036-12-05; improved; storage warehouse	fee simple	-	75,000.00	1,143,450.06

Sub-Total > **2,385,000.00** (Total of this page)

Total > **2,385,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

In re **C. J. B. Holding & Trust Company LLC**

Case No. **15-02839**

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > **0.00**
(Total of this page)

2 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **C. J. B. Holding & Trust Company LLC**

Case No. **15-02839**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Claim against Reggie Staggers a/k/a Cameron J. Banks fro froud, ismanagement, breach of fiduciary duty as manager Location: c/o Cornelius J. Beck, Jr. 34 Old Evergreen Lane, Pawleys Island SC 29585	-	Unknown

Sub-Total > **0.00**
(Total of this page)

Sheet **1** of **2** continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **C. J. B. Holding & Trust Company LLC**

Case No. **15-02839**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.		Equipment and supplies located in building at 8848 Highway 17 Bypass South, Myrtle Beach, SC	-	Unknown
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > **0.00**
(Total of this page)
Total > **0.00**

Sheet **2** of **2** continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

B6D (Official Form 6D) (12/07)

In re **C. J. B. Holding & Trust Company LLC**Case No. **15-02839**

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor" include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D , W I F E , J O I N T , O R C O M M U N I T Y	D A T E C L A I M W A S I N C U R R E D, N A T U R E O F L I E N, A N D D E S C R I P T I O N A N D V A L U E O F P R O P E R T Y S U B J E C T T O L I E N	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M W I T H O U T D E D U C T I N G V A L U E O F C O L L A T E R A L	U N S E C U R E D P O R T I O N, I F A N Y
Account No.			mortgage					
First-Citizens Bank & Trust Company 1230 Main Street PO Box 29 Columbia, SC 29202			Lot 18, Atlantic Beach, Horry County, SC; TMS# 156-03-17-005; improved; 3 bedroom, 3 bath residence			X		
			Value \$ 150,000.00				505,000.00	355,000.00
Account No.			Lot 52, King & Prince Streets, Georgetown, Georgetown County, SC; TMS# 05-0026-134-00-00; improved; 4-suite office building					
First-Citizens Bank & Trust Company 1230 Main Street PO Box 29 Columbia, SC 29202						X		
			Value \$ 120,000.00				505,000.00	385,000.00
Account No. xx-xxxx-xxx-00-00			12/31/2013					
Georgetown County Treasurer PO Box 421270 Georgetown, SC 29442			real property taxes - 2014 Lot 52, King & Prince Streets, Georgetown, Georgetown County, SC; TMS# 05-0026-134-00-00; improved; 4-suite office building					
			Value \$ 120,000.00				1,949.12	1,949.12
Account No. xx-xxxx-xxx-12-05			12/31/2013					
Georgetown County Treasurer PO Box 421270 Georgetown, SC 29442			real property taxes - 2014 Unit 204 Wachesaw Warehouses, Georgetown County, SC; TMS# 41-0402-036-12-05; improved; storage warehouse					
			Value \$ 75,000.00				950.06	950.06
Subtotal							1,012,899.18	742,899.18
(Total of this page)								

2 continuation sheets attached

Subtotal
(Total of this page)

B6D (Official Form 6D) (12/07) - Cont.

In re **C. J. B. Holding & Trust Company LLC**

Case No. **15-02839**

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. xxx-xx-x7-005			12/31/2013					
Horry County Treasurer PO Box 1828 Conway, SC 29528-1828			real property taxes - 2014 Lot 18, Atlantic Beach, Horry County, SC; TMS# 156-03-17-005; improved; 3 bedroom, 3 bath residence				6,012.71	6,012.71
			Value \$ 150,000.00					
Account No. xxxxxx7005			12/31/2012					
Horry County Treasurer PO Box 1828 Conway, SC 29528-1828			real property taxes - 2013 Lot 18, Atlantic Beach, Horry County, SC; TMS# 156-03-17-005; improved; 3 bedroom, 3 bath residence				4,155.56	4,155.56
			Value \$ 150,000.00					
Account No. xxx-xx-x0-001			12/31/2013					
Horry County Treasurer PO Box 1828 Conway, SC 29528-1828			real property taxes - 2014 Lot 20, Atlantic Beach, Horry County, SC; TMS# 156-03-20-001; unimproved				5,323.05	5,323.05
			Value \$ 90,000.00					
Account No. xxx-xx-x7-005			12/31/2012					
Horry County Treasurer PO Box 1828 Conway, SC 29528-1828			real property taxes - 2013 Lot 18, Bypass Plaza South, Horry County, SC; TMS# 194-27-01-013; unimproved				4,155.56	0.00
			Value \$ 150,000.00					
Account No. xxx-xx-x7-005			12/31/2013					
Horry County Treasurer PO Box 1828 Conway, SC 29528-1828			real property taxes - 2014 Lot 18, Bypass Plaza South, Horry County, SC; TMS# 194-27-01-013; unimproved				5,232.28	0.00
			Value \$ 150,000.00					
Subtotal							24,879.16	15,491.32
(Total of this page)								

Sheet **1** of **2** continuation sheets attached to
Schedule of Creditors Holding Secured Claims

Subtotal
(Total of this page)

B6D (Official Form 6D) (12/07) - Cont.

In re **C. J. B. Holding & Trust Company LLC**

Case No. **15-02839**

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B T O R H W J C	Husband, Wife, Joint, or Community DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.		mortgage					
Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182	-	Lot 20, Atlantic Beach, Horry County, SC; TMS# 156-03-20-001; unimproved					
		Value \$ 90,000.00				1,142,500.00	1,052,500.00
Account No. xxxxxx5182		10/31/2013					
Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182	-	mortgage					
		8848 Bypass 17, Surfside Beach, Horry County, SC; TMS# 191-00-01-399; improved; medical/dental office & parking			X		
		Value \$ 1,800,000.00				1,142,500.00	0.00
Account No.		Lot 18, Bypass Plaza South, Horry County, SC; TMS# 194-27-01-013; unimproved					
Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182	-				X		
		Value \$ 150,000.00				117,000.00	0.00
Account No.		Unit 204 Wachesaw Warehouses, Georgetown County, SC; TMS# 41-0402-036-12-05; improved; storage warehouse					
Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182	-				X		
		Value \$ 75,000.00				1,142,500.00	1,067,500.00
Account No.		November 1, 2013					
Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182	-	security interest					
		Equipment and supplies located in building at 8848 Highway 17 Bypass South, Myrtle Beach, SC			X		
		Value \$ Unknown				725,000.00	Unknown
Subtotal						4,269,500.00	2,120,000.00
(Total of this page)							
Total						5,307,278.34	2,878,390.50
(Report on Summary of Schedules)							

Sheet **2** of **2** continuation sheets attached to
Schedule of Creditors Holding Secured Claims

In re **C. J. B. Holding & Trust Company LLC**

Case No. **15-02839**

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$6,150* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,775* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (4/13) - Cont.

In re **C. J. B. Holding & Trust Company LLC**

Case No. **15-02839**

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

**Taxes and Certain Other Debts
Owed to Governmental Units**

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY			AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
				C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D		AMOUNT ENTITLED TO PRIORITY
Account No.			Notice only					
Georgetown County Treasurer PO Box 421270 Georgetown, SC 29442							0.00	0.00
Account No.			Notice only					
Horry County Treasurer PO Box 1828 Conway, SC 29528-1828							0.00	0.00
Account No.								
Account No.								
Account No.								
Account No.								
Subtotal							0.00	0.00
(Total of this page)							0.00	0.00
Total							0.00	0.00
(Report on Summary of Schedules)							0.00	0.00

Sheet **1** of **1** continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

B6F (Official Form 6F) (12/07)

In re **C. J. B. Holding & Trust Company LLC**Case No. **15-02839**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. 4040 Allstate Services Inc./Allstate Plumbing P.O. Box 14787 Surfside Beach, SC 29587		X -	2/13/2013 plumbing repairs				222.00
Account No. xxxxx0177 Fidelity National P&C Group PO Box 45126 Jacksonville, FL 32232-5126		-	6/21/2013 insurance premium				0.00
Account No. xxxxxx48 01 Grand Strand Water & Sewer Authority P. O. Box 2308 Conway, SC 29528		-	2014 water & sewer for 8848 Highway 17 S Bypas				Unknown
Account No. x51.39 HTC PO Box 1819 Conway, SC 29528		X -	4/1/2015 Utilities				1,706.96
Subtotal (Total of this page)							1,928.96

1 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **C. J. B. Holding & Trust Company LLC**

Case No. **15-02839**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxx4815 Johnson & Johnson Preferred Financing PO Box 26009 Greensboro, NC 27420			6/3/2014 loan				683.30
Account No. xxxxxx0000 Santee Cooper PO Box 188 Moncks Corner, SC 29461		X	2014 Utilities - 4514 Old Kings Highway Unit 204				5,061.01
Account No. xxxxxx5722 Santee Cooper PO Box 188 Moncks Corner, SC 29461			2014 Utilities - 3102-3 S Ocean Blvd (Lot 18 Atlantic Beach)				Unknown
Account No. xxxxx0177 Stillwater Insurance Company PO Box 45126 Jacksonville, FL 32232			insurance premium				16,375.00
Account No. xxxxxxxxxxx1001 Time Warner Cable Business Class P. O. Box 70872 Charlotte, NC 28272-0872		X	4/4/2015 Utilities				677.85

Sheet no. **1** of **1** sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

Subtotal
(Total of this page) **22,797.16**

Total
(Report on Summary of Schedules) **24,726.12**

In re **C. J. B. Holding & Trust Company LLC**

Case No. **15-02839**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

**Sparkle Dental Center, Inc.
c/o Cameron Banks
8848 Highway 17 Bypass
Myrtle Beach, SC 29588**

Possible lease (disputed)

In re **C. J. B. Holding & Trust Company LLC**

Case No. **15-02839**

Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Andrews Dental Center, Inc. 429 E. Brooks Road Andrews, SC 29510	Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182
Beck Holding Co. LLC PO Box 2550 Murrells Inlet, SC 29576-2550	Santee Cooper PO Box 188 Moncks Corner, SC 29461
Cornelius J. Beck, Jr. 34 Old Evergreen Lane Pawleys Island, SC 29585	Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182
Cornelius J. Beck, Jr. 34 Old Evergreen Lane Pawleys Island, SC 29585	First-Citizens Bank & Trust Company 1230 Main Street PO Box 29 Columbia, SC 29202
Cornelius J. Beck, Jr. 34 Old Evergreen Lane Pawleys Island, SC 29585	Time Warner Cable Business Class P. O. Box 70872 Charlotte, NC 28272-0872
Georgetown Dental Center of SC, Inc 1257 N. Frasier Street Georgetown, SC 29440	Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182
Inlet Dental Center, Inc 9356C Highway 17 Bypass Murrells Inlet, SC 29576	Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182
Seaside Surgical, Inc. 8848 Highway 17 Bypass Myrtle Beach, SC 29575	Wells Fargo Bank, National Association BBSG - Winston_Salem Loan Ops LDI P. O. Box 2705 Winston Salem, NC 27199-8182
South Beach Dental 8848 Highway 17 Bypass Myrtle Beach, SC 29588	Allstate Services Inc./Allstate Plumbing P.O. Box 14787 Surfside Beach, SC 29587
South Beach Dental Center PO Box 2550 Murrells Inlet, SC 29576-2550	HTC PO Box 1819 Conway, SC 29528

In re C. J. B. Holding & Trust Company LLC

Case No. 15-02839

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

South Beach Dental Center, Inc
8848 Highway 17 Bypass
Myrtle Beach, SC 29575

Wells Fargo Bank, National Association
BBSG - Winston_Salem Loan Ops LDI
P. O. Box 2705
Winston Salem, NC 27199-8182

B6 Declaration (Official Form 6 - Declaration). (12/07)

United States Bankruptcy Court
District of South Carolina

In re **C. J. B. Holding & Trust Company LLC**

Debtor(s)

Case No. **15-02839**

Chapter **11**

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the Manager and sole member of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **16** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date **May 27, 2015**

Signature **/s/ Cornelius J. Beck, Jr.**

Cornelius J. Beck, Jr.

Manager and sole member

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (04/13)

United States Bankruptcy Court
District of South Carolina

In re **C. J. B. Holding & Trust Company LLC**

Debtor(s)

Case No. **15-02839**
Chapter **11**

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

1. Income from employment or operation of business

None
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$0.00	Rent from 8848 Highway 17 Bypass, Myrtle Beach SC (records not available)
\$0.00	Rent from Lot 18, Atlantic Beach, SC (records not available)
\$0.00	Rent from Lot 52, King & Queen Streets, Georgetown, SC (records not available)

2. Income other than from employment or operation of business

None
☒

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
--------	--------

B7 (Official Form 7) (04/13)

2

3. Payments to creditors

None

Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None

b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None

c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

None

a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
First Citizens Bank and Trust Company, Inc. vs. Beck Holding Company, LLC et al. C/A# 2014-CP-22-00685	mortgage foreclosure (Lot 52, Georgetown)	Georgetown County Court of Common Pleas	pending; foreclosure sale ordered
First Citizens Bank And Trust Company, Inc. vs. Beck Holding Company, LLC et al. C/A# 2014-CP-26-4835	mortgage foreclosure (Lot 18, Atlantic Beach)	Horry County Court of Common Pleas	pending; foreclosure sale ordered
Wells Fargo Bank, N. A. et al. vs. C. J. B. Holding & Trust Company, LLC et al. C/A# 2014-CP-26-01109	mortgage foreclosure and equipment replevin	Georgetown Conty Court of Common Pleas	pending; receivership ordered

None

b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B7 (Official Form 7) (04/13)
3

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
---	-----------------	--------------------------------------

5. Repossessions, foreclosures and returns

None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
---	--	--------------------------------------

6. Assignments and receiverships

None ☒ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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None ☐ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
Webster Rogers, LLC 950 48th Avenue North Suite 201 Myrtle Beach, SC 29577	Georgetown County (SC) Court of Common Pleas; Wells Fargo Bank, N. A. et al. vs C. J. B. Holding & Trust Company, LLC, et al.; C/A# 2014-CP-22-01109	March 5, 2015	Lot 18, Bypas Plaza South, Horry County, SC (value \$235,000); Lot 20, Atlantic Beach, SC (value \$300,000); 8848 Highway 17 Bypass, Myrtle Beach, SC (value \$1,600,000); Unit 204 Wachesaw Warehouses, Georgetown County, SC (value \$75,000); Certain equipment (value unknown)

7. Gifts

None ☒ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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B7 (Official Form 7) (04/13)

4

8. Losses

- None ☐ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
Value of unpaid rental revenues embezzled by Reggie Staggers a/k/a Cameron J. Banks; value unknown at this time	Loss may be covered by insurance; extent of insurance coverage unknown at this time (under investigation)	unknown

9. Payments related to debt counseling or bankruptcy

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
JeffcoatLaw, LLC P.O. Box 3678 Myrtle Beach, SC 29578-3678	March 10, 2015 payment by Julianna Hines	\$10,000.00
JeffcoatLaw, LLC PO Box 3678 Myrtle Beach, SC 29578-3678	April 1, 2015 payment by Julianna Hines	\$7,000.00
JeffcoatLaw, LLC PO Box 3678 Myrtle Beach, SC 29578-3678	May 27, 2015 payment by Julianna Hines	\$3,025.00

10. Other transfers

- None ☒ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
None ☒ b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.		

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY

11. Closed financial accounts

- None ☒ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING

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12. Safe deposit boxes

- None ☒ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

- None ☒ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

- None ☐ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
Beck Holding Company, LLC 34 Old Evergreen Lane Pawleys Island, SC 29585	dental chairs and other dental equipment	204 Wachesaw Warehouses

15. Prior address of debtor

- None ☒ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

- None ☒ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None ☒ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

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SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None ☐ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None ☐ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18. Nature, location and name of business

None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
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None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
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None ☐ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

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NAME ADDRESS DATES SERVICES RENDERED

- None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME ADDRESS
Reggie Staggars a/k/a Cameron J. Banks **175 Minister Drive**
The books and records of Debtor have been concealed and **Georgetown, SC 29440**
removed by Mr. Staggars (a former manager of the Debtor) and are
not available to the Debtor.

- None ☒ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS DATE ISSUED

20. Inventories

- None ☒ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY INVENTORY SUPERVISOR DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

- None ☒ b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY
RECORDS

21. Current Partners, Officers, Directors and Shareholders

- None ☒ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS NATURE OF INTEREST PERCENTAGE OF INTEREST

- None ☒ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS TITLE NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

22. Former partners, officers, directors and shareholders

- None ☒ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME ADDRESS DATE OF WITHDRAWAL

- None ☐ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS TITLE DATE OF TERMINATION
Reggie Staggars a/k/a Cameron J. Banks **Manager (former)** **April __, 2015 or earlier**
175 Minister Drive
Georgetown, SC 29440

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23. Withdrawals from a partnership or distributions by a corporation

None ☐ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS
OF RECIPIENT,
RELATIONSHIP TO DEBTOR

DATE AND PURPOSE
OF WITHDRAWAL

AMOUNT OF MONEY
OR DESCRIPTION AND
VALUE OF PROPERTY

24. Tax Consolidation Group.

None ☐ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.

None ☐ If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date May 27, 2015

Signature /s/ Cornelius J. Beck, Jr.

Cornelius J. Beck, Jr.

Manager and sole member

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

United States Bankruptcy Court
District of South Carolina

In re **C. J. B. Holding & Trust Company LLC**

Debtor(s)

Case No. **15-02839**

Chapter **11**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>20,000.00</u>
Prior to the filing of this statement I have received	\$	<u>20,000.00</u>
Balance Due	\$	<u>0.00</u>

2. \$ 1,717.00 of the filing fee has been paid.

3. The source of the compensation paid to me was:

☐ Debtor ☒ Other (specify): **Julianna Hines, spouse of Cornelius J. Beck, Jr. (sole member of the Debtor)**

4. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
- e. [Other provisions as needed]

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: May 27, 2015

/s/ Otis Allen Jeffcoat, III
Otis Allen Jeffcoat, III 2143
JeffcoatLaw, LLC
P.O. Box 3678
Myrtle Beach, SC 29578-3678
843-626-9000 Fax: 843-839-9004
ajeffcoat@jeffcoatlaw.com

**United States Bankruptcy Court
District of South Carolina**

In re **C. J. B. Holding & Trust Company LLC**
Debtor

Case No. **15-02839**

Chapter **11**

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with Rule 1007(a)(3) for filing in this chapter 11 case.

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
Cornelius J. Beck, Jr. 34 Old Evergreen Lane Pawleys Island, SC 29585		100%	Membership

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the Manager and sole member of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date **May 27, 2015**

Signature **/s/ Cornelius J. Beck, Jr.**
Cornelius J. Beck, Jr.
Manager and sole member

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C §§ 152 and 3571.

LOCAL OFFICIAL FORM 1007-1(b) TO SC LBR 1007-1

United States Bankruptcy Court
District of South Carolina

In re C. J. B. Holding & Trust Company LLC

Debtor(s)

Case No. 15-02839

Chapter 11

CERTIFICATION VERIFYING CREDITOR MATRIX

The above named debtor, or attorney for the debtor if applicable, hereby certifies pursuant to South Carolina Local Bankruptcy Rule 1007-1 that the master mailing list of creditors submitted either on computer diskette, electronically filed via CM/ECF, or conventionally filed in a typed hard copy scannable format which has been compared to, and contains identical information to, the debtor's schedules, statements and lists which are being filed at this time or as they currently exist in draft form.

Master mailing list of creditors submitted via:

- (a) _____ computer diskette
- (b) _____ scannable hard copy
(number of sheets submitted _____)
- (c) ☒ electronic version filed via CM/ECF

Date: May 27, 2015

/s/ Cornelius J. Beck, Jr.

Cornelius J. Beck, Jr./Manager and sole member
Signer/Title

Date: May 27, 2015

/s/ Otis Allen Jeffcoat, III

Signature of Attorney
Otis Allen Jeffcoat, III 2143
JeffcoatLaw, LLC
P.O. Box 3678
Myrtle Beach, SC. 29578-3678
843-626-9000 Fax: 843-839-9004

Typed/Printed Name/Address/Telephone

2143

District Court I.D. Number

ALLSTATE SERVICES INC./ALLSTATE PLUMBING
P.O. BOX 14787
SURFSIDE BEACH SC 29587

ANDREWS DENTAL CENTER, INC.
429 E. BROOKS ROAD
ANDREWS SC 29510

BECK HOLDING CO. LLC
PO BOX 2550
MURRELLS INLET SC 29576-2550

CORNELIUS J. BECK, JR.
34 OLD EVERGREEN LANE
PAWLEYS ISLAND SC 29585

DANIEL W. STACY, JR.
OXNER & STACY, P. A.
90 WALL STREET, UNIT B
PAWLEYS ISLAND SC 29585

DAVID B. WHEELER
MOORE & VAN ALLEN PLLC
PO BOX 228828
CHARLESTON SC 29413-2828

FIDELITY NATIONAL P&C GROUP
PO BOX 45126
JACKSONVILLE FL 32232-5126

FIRST-CITIZENS BANK & TRUST COMPANY
1230 MAIN STREET
PO BOX 29
COLUMBIA SC 29202

GEORGETOWN COUNTY TREASURER
PO BOX 421270
GEORGETOWN SC 29442

GEORGETOWN DENTAL CENTER OF SC, INC
1257 N. FRASIER STREET
GEORGETOWN SC 29440

GRAND STRAND WATER & SEWER AUTHORITY
P. O. BOX 2308
CONWAY SC 29528

HORRY COUNTY TREASURER
PO BOX 1828
CONWAY SC 29528-1828

HTC
PO BOX 1819
CONWAY SC 29528

INLET DENTAL CENTER, INC
9356C HIGHWAY 17 BYPASS
MURRELLS INLET SC 29576

JOHNSON & JOHNSON PREFERRED FINANCING
PO BOX 26009
GREENSBORO NC 27420

LW SHORT INSURANCE INC.
11945 GRANDHAVEN DR. SUITE H
MURRELLS INLET SC 29576-8091

SANTEE COOPER
PO BOX 188
MONCKS CORNER SC 29461

SEASIDE SURGICAL, INC.
8848 HIGHWAY 17 BYPASS
MYRTLE BEACH SC 29575

SOUTH BEACH DENTAL
8848 HIGHWAY 17 BYPASS
MYRTLE BEACH SC 29588

SOUTH BEACH DENTAL CENTER
PO BOX 2550
MURRELLS INLET SC 29576-2550

SOUTH BEACH DENTAL CENTER, INC
8848 HIGHWAY 17 BYPASS
MYRTLE BEACH SC 29575

SPARKLE DENTAL CENTER, INC.
C/O CAMERON BANKS
8848 HIGHWAY 17 BYPASS
MYRTLE BEACH SC 29588

STILLWATER INSURANCE COMPANY
PO BOX 45126
JACKSONVILLE FL 32232

TIME WARNER CABLE BUSINESS CLASS
P. O. BOX 70872
CHARLOTTE NC 28272-0872

WEBSTER ROGERS
950 48TH AVENUE NORTH
SUITE201
MYRTLE BEACH SC 29577

WELLS FARGO BANK, NATIONAL ASSOCIATION
BBSG - WINSTON SALEM LOAN OPS LDI
P. O. BOX 2705
WINSTON SALEM NC 27199-8182

**United States Bankruptcy Court
District of South Carolina**

In re C. J. B. Holding & Trust Company LLC

Debtor(s)

Case No. 15-02839

Chapter 11

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for C. J. B. Holding & Trust Company LLC in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

☒ None [Check if applicable]

May 27, 2015

Date

/s/ Otis Allen Jeffcoat, III

Otis Allen Jeffcoat, III 2143

Signature of Attorney or Litigant

Counsel for C. J. B. Holding & Trust Company LLC

JeffcoatLaw, LLC

P.O. Box 3678

Myrtle Beach, SC 29578-3678

843-626-9000 Fax:843-839-9004

ajeffcoat@jeffcoatlaw.com