

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

RECEIVED

The Honorable Mikell R. Scarborough, Master in Equity

JUL 14 2017

App. Case No. 2014-002018

S.C. SUPREME COURT

Belle Hall Plantation Homeowner's Association, Inc.....Plaintiff,

v.

John A. Murray, Trustee of John E. Murray & Gloria C. Murray Family Trust.....Respondent,

David Conor Keys & Karen Keys, Third-Party Plaintiff,.....Petitioners.

AMENDED APPENDIX

VOLUME I

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Attorney for Respondent

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IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEALS FROM CHARLESTON COUNTY
Court of Common Pleas

RECEIVED

The Honorable Mikell R. Scarborough, Master in Equity

NOV 30 2015

SC Court of Appeals

Case No. 2013-CP-10-4248

Belle Hall Plantation Homeowner's Association.....Plaintiff,

v.

John A. Murray, Trustees of the John E. Murray and
Gloria C. Murray Family Trust,.....Respondent,

And

David Conor Keys & Karen Keys.....Appellants.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA

COUNTY OF Charleston

Belle Hall Plantation Homeowners Association, Inc.

Plaintiff,

John A. Murray, Trustee of John E. Murray and
Gloria C. Murray Family Trust

Defendant.

IN THE COURT OF COMMON PLEAS
JUDICIAL CIRCUIT

CASE NO. 2013-CP-10-4248

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: Stephanie C. Trotter (77680) McCabe, Trotter & Beverly, P.C. PO Box 212069 Columbia, SC 29221 (803) 724-5000 Stephanie.Trotter@mccabetrotter.com		Defendant's Attorney: _____, Bar No _____ Address: _____ Phone: _____ Fax: _____ E-mail: _____ Other: _____	
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: _____		Court Reporter Needed: ☐ YES / ☐ NO	
Estimated Time Needed: _____			
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: <u>Sept 25, 2013</u>	
SECTION III: Motion Fee			
☒ PAID - AMOUNT: \$ ☒ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☒ Motion for Publication ☐ Motion for Execution (Rule 69, 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: _____, 20____	
CLERK'S VERIFICATION			
Collected by: _____		Date Filed: _____, 20____	
☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2013-CP-10-4248

Belle Hall Plantation Homeowners Association, Inc.,

Plaintiff,

v.

John A. Murray, Trustee of John E. Murray and
Gloria C. Murray Family Trust ,

Defendant(s).

ORDER FOR SERVICE VIA
PUBLICATION

2013 OCT -4 PM 3:34
JULIE J. ARMSTRONG
CLERK OF COURT

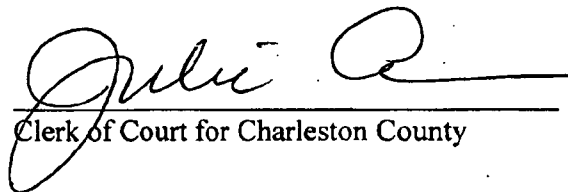
FILED

015521/00071

It appearing to my satisfaction from the attached Affidavit of the attorney for the Plaintiff, and the Complaint herein, that a cause of action exists in favor of the Plaintiff against the Defendant(s); that the action is for the foreclosure of a certain real estate located in Charleston County, South Carolina; that the Defendant, John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust, on whom service of the Summons and Complaint is to be made cannot, after due diligence, be found within this State; and that pursuant to Section 15-9-710, Code of Laws of South Carolina (1976) as amended, such Defendant(s) are necessary parties to this action,

NOW THEREFORE on motion of the attorney for the Plaintiff,

IT IS ORDERED that the Summons herein, together with notice of filing thereof in the Office of the Clerk of Court of Charleston County, be served upon the Defendant, John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust by publication of the same in Moultrie News, a newspaper published in Charleston County, which newspaper is designated most likely to give notice to the named Defendant, John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust, once a week for three consecutive weeks, and that a copy of the Summons and Complaint in accordance with statute be forwarded to the Defendant by depositing the same in the United States mail, postage prepaid, addressed to the last known address of the Defendant(s) unless an address is not known and cannot be ascertained with reasonable diligence. In the event service is accomplished by other means, publication may cease without further notice or order.


Clerk of Court for Charleston County


South Carolina
10/4, 2013

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF Charleston

CASE NO. 2013-CP-10-4248

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

Belle Hall Plantation Homeowners Association, Inc.. ☒ Plaintiff
v.

John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust , ☐ Defendant
Check box above indicating submitting party

name, S.C. Bar no. and address of plaintiff's attorney

Stephanie C. Trotter (SC Bar #77680)

PO Box 212069 Columbia, SC 29221

telephone: 803-724-5002

fax: 803-724-5001

name, S.C. Bar no. and address of
Defendant's attorney

telephone:

email: other:

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: _____

Estimated Time Needed: _____

Court Reporter Needed: YES/NO

SECTION II: Motion Fee

☒ PAID — AMOUNT: \$125.00

☐ EXEMPT:

☐ 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: Referred to Master by Motion and Order of Court

SECTION III: Motion Type

☐ Written motion attached

☒ Form Motion —

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



Signature of Attorney for Plaintiff/Defendant

December 12, 2013
Date submitted

JUDGE'S SECTION

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

☐ Other

JUDGE

CODE: _____ Date: _____

CLERK'S VERIFICATION

DATE FILED

Collected by: _____
(print name)

☐ MOTION FEE COLLECTED: _____

☐ CONTESTED—AMOUNT DUE: _____

SCCA/233 (1/2003)

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

DOCKET NO. 2013-CP-10-4248

Belle Hall Plantation Homeowners Association, Inc.

Plaintiff,

v.

John A. Murray, Trustee of John E. Murray and
Gloria C. Murray Family Trust ,

Defendant(s).

ORDER OF REFERENCE

FILED
2013 DEC 27 AM 10:08
JULIE J. ARMSTRONG
CLERK OF COURT
BY

015521/00071

Pursuant to Rules 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled case is an action for foreclosure and may be referred to a Master in Equity or Special Referee in the above-entitled county by order of a circuit court judge or the clerk of court.

IT IS HEREBY ORDERED, that this action is referred to the TThe Honorable Mikell R. Scarborough, as Master in Equity to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRCP, and all matters arising from or reasonably related to such action. The Master in Equity shall retain jurisdiction to perform all necessary acts incident to this foreclosure action including issuance of a writ of assistance or issuance of any rule to show cause including but not limited to any rule to show cause why a party should not be bound by the judgment of foreclosure. Further, the Master in Equity shall retain jurisdiction to hear any action contesting the validity of the foreclosure action or sale or any motions pursuant to the South Carolina Rules of Civil Procedure including but not limited to Rule 60(b). Judicial sales will be conducted pursuant to S.C. Code Section 15-39-680 or on any other convenient sale's date as may be determined by the Master in Equity/Special Referee.

The hearing shall be held in the Office of The Honorable Mikell R. Scarborough, Master in Equity for Charleston County, located at:

100 Broad Street
Suite 266.
Charleston, South Carolina 29401

and the final order by the Master in Equity or Special Referee shall be filed with the Clerk of Court for Richland County not later than sixty (60) days after the date of the hearing.

John J. Armstrong
Circuit Court Judge for Charleston County or
X Clerk of Court for Charleston County

Chris
12/18
South Carolina
2013.

10
RECORD 006

PAID
Date 12-16-2013
Amount \$125.00
MIKELL R. SCARBOROUGH
MASTER IN EQUITY
By: *[Signature]*

AFFIDAVIT OF PUBLICATION

Moultrie News

County of Charleston

(copy attached)

appeared in the issues of said newspaper on the following day(s):

10/16/13 Wed MN
10/23/13 Wed MN
10/30/13 Wed MN
10/16/13 Wed MNW
10/23/13 Wed MNW

at a cost of **\$219.25**
Account# **307539**
Order# **1052377**
P.O. Number:

Subscribed and sworn to before

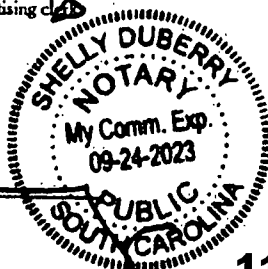
me this 30th day

of October

A.D. 2013

NOTARY PUBLIC, SC
My commission expires _____

advertising client



11

RECORD 007

[illegible]

Physical Address:
140 Stoneridge Drive, Suite 650
Columbia, South Carolina 29210

Mailing Address:
Post Office Box 212069
Columbia, SC 29221

Locations in:
Mount Pleasant, SC
Myrtle Beach, SC



McCABE, TROTTER & BEVERLY, P.C.
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

www.mccabetrotter.com

Phone: (803) 724-5000

Fax: (803) 724-5001

Stephanie C. Trotter
Shareholder

Stephanie.Trotter@mccabetrotter.com



December 12, 2013

The Honorable Mikell R. Scarborough
Master in Equity
100 Broad Street
Suite 266
Charleston, South Carolina 29401

RE: Belle Hall Plantation Homeowners Association, Inc. vs. John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust
C/A Number: 2013-CP-10-4248
Our File Number: 015521/00071

Dear The Honorable Mikell R. Scarborough:

Enclosed please find an original and one copy of an Order of Reference and Affidavit of Default and Non-Military Service in the above referenced matter. Also enclosed are our firm's checks for the \$125.00 Master's fee and the \$25.00 for the Order Fee.

If the enclosed meet with your approval, please return the extra filed copies in the enclosed self-addressed envelope.

Thank you for your assistance in this matter.

Sincerely,
Stephanie C. Trotter

SCT/geo
Enclosures
cc: John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-10-4248

Belle Hall Plantation Homeowners Association,
Inc.John A. Murray, Trustee of John E. Murray
and Gloria C. Murray Family Trust

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Stephanie Trotter (SC Bar #77680)
Attorneys for the Plaintiff
McCabe, Trotter & Beverly, P.C.
PO Box 212069
Columbia, SC 29221
(803) 724-5002
(803) 724-5001 - Fax
Stephanie.Trotter@mccabetrotter.com

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 :

As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		
		\$
		\$

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

TMS#: 5370700058

Property Address: 378 Jardinere Walk

13

RECORD 009

FILED
2014 APR -8 PM 3:35
JULIE J. RICHES-RODONG
CLERK OF COURT
BY _____

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

Master in Equity

3062
Judge Code

4/4/14
Date

For Clerk of Court Office Use Only

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

Stephanie Trotter (SC Bar #77680)

McCabe, Trotter & Beverly, P.C.

PO Box 212069

Columbia, SC 29210

ATTORNEY(S) FOR THE PLAINTIFF(S)
2013-CP-10-4248

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Belle Hall Plantation Homeowners Association,
Inc.

Plaintiff,

v.

John A. Murray, Trustee of John E. Murray and
Gloria C. Murray Family Trust

Defendant(s).

(015521/00071)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2013-CP-10-4248

JUDGMENT OF FORECLOSURE AND SALE
Deficiency Judgment Waived

FILED
2014 APR -8 PM 3:35
JULIE J. ARMSTRONG
CLERK OF COURT
BY

A hearing was held 03/18/2014. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on 07/22/2013.
2. The Summons and Complaint were filed on 07/22/2013.
3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
4. The Defendant(s) are in default.
5. The Defendant(s) are not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. as shown by affidavit, certificate or order filed herein.
6. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.
7. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.
8. On 10/26/2011 the Defendant(s) took title to the subject property located at 378 Jardinere Walk. The Defendant(s), by taking title to the subject property agreed to the governing documents for Plaintiff, which are of record herein.
9. The titleholder(s) of record in and to the subject property as of the filing of the

lis pendens in this action is/are John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust .

10. Payment of the assessment has not been made as provided for by the Declaration, and the Plaintiff has elected to require immediate payment of the entire amount due thereon. Plaintiff has placed it in the hands of the attorney herein for collection by filing a Notice of Lien for unpaid assessments and initiating a foreclosure of that lien.

11. The sum of \$2075.00 is a reasonable fee to allow as attorney fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Declaration.

12. Specifically, the Plaintiff's attorney is entitled to \$425.00 for services performed in filing a Notice of Lien for delinquent assessments. This service required the Plaintiff's attorney to research public real property records to identify the subject property, research court records to determine if there are any pending actions against the subject property, prepare and coordinate filing and service of the Notice of Lien, coordinate any payoff requests or payment plans with the Defendant, and eventually satisfy the Notice of Lien upon payment by the Defendant.

13. Plaintiff's attorney is further entitled to the additional sum of \$1,650.00 for prosecuting the foreclosure action. This service required the Plaintiff's attorney to obtain and review a title abstract for the subject property, prepare and file a lis pendens, summons and complaint for foreclosure, arrange for personal service of the initial pleadings, review the file to determine whether service was properly achieved and whether the Defendant is in default, and prepare and file an Affidavit of Default when the Defendant failed to respond. The Plaintiff's attorney also had to prepare and file a proposed order of reference for this case. Once the court set a final hearing date, Plaintiff's attorney had to send notice to the Defendant at least ten days prior to the final hearing. Prior to this hearing, Plaintiff's attorney was responsible for drafting a proposed transcript of testimony, an affidavit of costs, an affidavit of attorney's fees, a certification that this case is not subject to Administrative Order 2011-5-02-01, a proposed order, and a proposed notice of sale. Upon execution of this Judgment, Plaintiff's attorney will be responsible for ensuring the foreclosure sale is properly advertised, bidding on her client's behalf at any foreclosure sale, and preparing post-sale documents if her client should be the highest bidder at the sale. If her client takes title to the property at the foreclosure sale, Plaintiff's

attorney will also be responsible for prosecuting any eviction proceedings necessary to clear the property for Plaintiff's possession.

14. The sum of \$2075.00 is reasonable based on the time necessarily devoted to representation of the Plaintiff during the several-month course of these proceedings. The services of counsel performed for the Plaintiff, including the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case, also support the amount awarded. The fees are also reasonable given the professional standing of the Plaintiff's counsel and her experience in handling assessment lien foreclosure matters. The fees awarded herein are also reasonable since they are less than the fees customarily awarded by this court for similar services in this county. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and do not include exceptional circumstances delaying conclusion beyond the normal time.

15. After all payments received by the Plaintiff have been credited, the amount due and owing with interest at the rate provided in the Declaration, and other costs and expenses of the within action, including an attorney's fee, secured by the Declaration, is as follows:

(a)	Principal due.....	\$1580.00
(b)	Interest from 01/01/2012 through March 10, 2014 at 18.0000% per annum	\$329.60
(c)	Late Fees and Other Charges	\$260.00
(d)	Costs of collection prior to hearing (service, filing, etc.).....	\$809.25
(e)	Attorney's fee	~~\$1~~ 075.00
(f)	Payments	(\$0.00)
		+
	TOTAL debt secured by the Declaration, including interest to date shown.....	~~\$4~~ 053.85



Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 18.0000% per annum (pursuant to the terms of the Declaration) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Declaration through the date to which such interest is computed.

16. Plaintiff is seeking the usual foreclosure of the property and has expressly waived the right to a personal or deficiency judgment.

IT IS THEREFORE ORDERED THAT:

1. There is due the sum of ~~\$495~~\$3.85, as set out in the Findings of Fact *supra*, together with interest at the rate provided herein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective Declaration rate per annum and together with such interest shall constitute the total judgment debt due the Plaintiff.

3. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit.

4. The Defendant is liable for the aforesaid judgment debt including interest at the rate of 18.0000% per annum shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

5. On default of payment at or before the time herein indicated, the premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity at public auction, at the Charleston County Courthouse, in the City of Charleston, County and State aforesaid on some convenient sales day hereafter (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 next business day succeeding such holiday), on the following terms, that is to say:

a. For cash: The Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event compliance is not made, the deposit may be forfeited without further hearing and applied first to costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to either make the required deposit at time of bid or comply with the other terms of the bid within 20 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent Sales Day, but at the risk of the defaulting bidder(s).

b. Interest on the balance of the bid shall be paid through the day of compliance at the rate of 18.0000%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions and easements and restrictions of record, and any other senior encumbrances.

d. Purchaser to pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed, and transfer taxes on the deed.

6. The bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

7. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, South Carolina Rules of Civil Procedure, prior to sale.

8. The Master in Equity will, by advertisement according to law, give notice of the time and place of such sale and the terms thereof and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within 20 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

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

10. The Master in Equity will apply the proceeds of the sale as follows:

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

NEXT: To the payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus should be held pending further Order of this court.

11. The Defendant named herein, and all persons whosoever claiming under Defendant, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said premises so sold, or any part thereof.

12. In accordance with Rule 77(d), SCRCF, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear herein.

13. The deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the property at the time of the filing of the notice of pendency of the within action, and the name of the grantee; and the Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

14. 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.

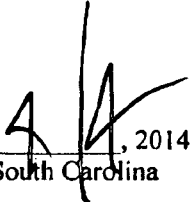
15. The following is a description of the premises herein ordered to be sold:

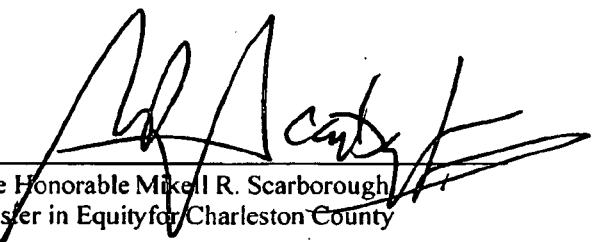
All that certain piece, parcel or lot of land, with residential improvements thereon, situate, lying and being in Mount Pleasant, South Carolina designated as lot 378 on a plat by Southeastern Surveying, Inc., dated June 28, 1993 entitled "A FINAL SUBDIVISION PLAT OF THE VERANDA, PHASE IA-1, BELLE HALL PLANTATION, TRACT IV OWNED BY PLANTATION PARTNERS LIMITED PARTNERSHIP LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY SOUTH CAROLINA", said plat being recorded in the RMC Office for Charleston County in Plat Book CN, Page 100. Said property having such size, shape, metes and bounds as is more specifically shown on said Plat which is incorporated herein by reference.

This being the same property given to John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust by deed of John E. Murray and Gloria C. Murray dated 10/26/2011 and recorded in the Charleston County Register of Deeds Office on 10/26/2011 in Book 0213 at Page 942.

Property Address: 378 Jardinere Walk

TMS: 5370700058

 2014
Charleston, South Carolina


The Honorable Mikel R. Scarborough
Master in Equity for Charleston County

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Belle Hall Plantation Homeowners Association,
Inc.,

Plaintiff,

v.

John A. Murray, Trustee of John E. Murray and
Gloria C. Murray Family Trust

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2013-CP-10-4248

RECORD OF HEARING
(Pursuant to Rule 71, SCRPC)
Deficiency Judgment Waived

FILED
2014 APR - 8 PM 3:36
JULIE J. ARMSTRONG
CLERK OF COURT

(015521/00071)

Pursuant to the Order of Reference granted in the above entitled cause, a reference was held herein on 03/18/2014 before The Honorable Mikell R. Scarborough.

Plaintiff's attorney is Ansley H. Willis. The following Defendant(s)/Person(s) appeared at the hearing: N/A

According to the Complaint filed herein, the Defendant(s) are in default on payment of community association assessments and other charges due to Plaintiff.

The original Lis Pendens was filed on 07/22/2013.

Affidavits, Acceptances of Service, or Orders of Publication are filed herein and show that service of the Summons and Complaint was properly made upon all Defendant(s).

Pursuant to Rule 55(a), SCRPC, an affidavit or certificate showing the Defendant(s) are in default and that the Defendant(s) are not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. was filed herein.

Pursuant to Administrative Order 2011-05-02-01 of the South Carolina Supreme Court, the attorney for the Plaintiff has certified that action is not subject to the Administrative Order because this action is a foreclosure of an unpaid community association assessment lien and because Plaintiff does not offer foreclosure intervention as contemplated by the Administrative Order.

Plaintiff's attorney presented or will present copies of the following documents:

1. Affidavit of Attorney Fees
2. Affidavit of Costs
3. Notice of Hearing and Certificate of Mailing
4. Statement of Indebtedness

5. Declaration of Covenants/Master Deed

6. Certification of Exemption from Administrative Order 2011-05-02-01

Plaintiff established the total debt amount secured by the Plaintiff's lien is \$5053.85.

Plaintiff is seeking the usual foreclosure of its lien and has in the Complaint (or subsequently thereto in writing) expressly waived the right to a personal or deficiency judgment.

Plaintiff asks that the lien be foreclosed, that the property be sold at public auction in accordance with law, and that the sale be made subject to taxes and assessments, existing easements or restrictions, and any other senior encumbrances.

Charleston, South Carolina

03/18/2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Belle Hall Plantation Homeowner's)
Association, Inc.)
)
Plaintiff,)
)
John A Murray, Trustee of John E. Murray)
Gloria C. Murray Family Trust,)
)
Defendants.)
)

COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2013-CP-10-4248

ORDER

BY

JULIE ARMSTRONG
CLERK OF COURT

2014 JUL 22 PM 2:55

FILED

This matter came to hearing on July 3, 2014, by Defendant's Motion to Vacate the Judgment of Foreclosure and Set Aside the Sale in this action filed July 22, 2013. Amanda Reece, Esquire, appeared on behalf of Defendant. Stephanie Trotter, Esquire, appeared on behalf of Plaintiff. David Conor Keys, Esquire appeared on behalf of Third Party Purchasers David Conor Keys and Karen Keys.

The Court finds that in the interest of equity and for good cause shown that the Defendant's motion be granted.

WHEREAS, David Conor Keys and Karen Keys has tendered \$100,000.00, to the Court;

WHEREAS, John A. Murray has tendered \$8,149.77, to the Court;

WHEREAS, the Court has disbursed funds as follows:

1. To the Plaintiff \$5,122.55, which satisfies amounts claimed under this action and includes:
 - a. \$1580.00, assessment claimed in this action;
 - b. \$ 353.30, Interest owed through the date of this Order;
 - c. \$ 2,075.00, Attorney's Fees;
 - d. \$ 854.25, Costs of Foreclosure;
 - e. \$ 260.00, Late Fees;
2. To David Conor Keys and Karen Keys \$101,216.39, which includes:
 - a. \$100,000.00, reimbursement for successful bid;

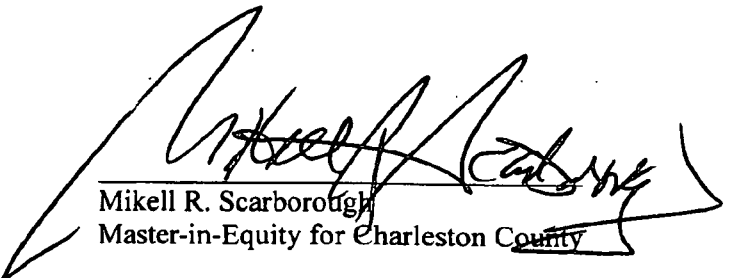
- b. \$1216.39, the costs associated with insuring the property, legal fees and deed stamps; and
- 3. The Court retains \$1810.83, which includes:
 - a. \$1000.00, Master's commission; and
 - b. \$810.83, advertising costs of the sale.

IT IS THEREFORE ORDERED THAT:

- 1. David Conor Keys and Karen Keys retain the rents collected from the tenants of 378 Jardinere Walk for the months of June and July of 2014.
- 2. The Lis Pendens filed against the subject property is cancelled;
- 3. The Judgment of Foreclosure granted April 4th, 2014 is vacated;
- 4. The Master's Deed dated May 16, 2014 conveying title to David Conor Keys and Karen Keys recorded in Book 0406, Page 909, of the RMC Office for Charleston County on May 23, 2014 is **VOID** and title is restored to and vested in John A. Murray, individually as previously acquired by a certain deed recorded in Book 0380, Page 338, of the RMC Office for Charleston County on December 23rd, 2013~~*~~
- 5. This action is dismissed without prejudice.

AND IT IS SO ORDERED.

7/22, 2014


 Mikell R. Scarborough
 Master-in-Equity for Charleston County

** In the event A Murray requests a
 Contrasting Deed of the Court, the Court restores
 Jurisdiction to execute the deed*

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2013CP-10-4248

Belle Hall

MURRAY

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIAL COURT, 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:

Keys' motion to reconsider is denied. Keys' motion to strike the affidavits is denied. Keys' motion to stay vacating sale and order of EJC and for summary judgment is denied. Defendant Murray's motion to amend the order is granted. Formal order to follow.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

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

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

Circuit Court Judge

3062

Judge Code

Date

8/18/2014

26

RECORD 022

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013 CP-10-4248Belle HallMurray

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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:

Motion for reconsideration is hereby respectfully denied to Petitioner who bought through HSA Foreclosure Sale.

INFORMATION FOR THE PUBLIC INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

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

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

Circuit Court Judge

3062

Judge Code

Date

9/17/1427

D. Conor Keys, Esq.
843 Robert E. Lee, Blvd.
Charleston, SC 29412
Phone: 843-906-3998
conorkeys@earthlink.net

September 2, 2014

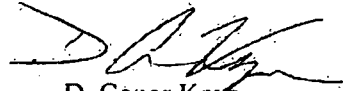
The Honorable Mikell R. Scarborough
100 Broad St, Ste. 266
Charleston, SC 29401

**RE: Belle Hall Plantation Homeowner's Association, Inc. v. John A. Murray, Trustee of John E. Murray Gloria C. Murray Family Trust
Case: 2013-CP-10-4248**

Your Honor:

Please find, enclosed a copy of the Third-Party Purchasers' Motion to Reconsider the Order of the Court filed on August 20, 2014. Third-Party Purchasers' are filing said motion for the purpose of preserving issues for appeal. If your Honor wishes to rule on the Motion without holding a hearing on the matter, the Third-Party Purchasers would not object to your Honor ruling in such a form.

With kind regards,



D. Conor Keys

Enclosures:
(as stated)
CC:
Amanda Reece
Stephanie Trotter

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Belle Hall Plantation Homeowner's
Association, Inc.)

Plaintiff,)

vs.)

John A Murray, Trustee of John E. Murray
Gloria C. Murray Family Trust,)

Defendant(s))

David Conor Keys & Karen Keys)

Third Party – Purchasers)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2013-CP-10-4248

**MOTION TO RECONSIDER THE
ORDER DATED AUGUST 20, 2014**

FILED
JUL 15 2014
JULIE J. KINSTRONG
CLERK OF COURT
10:48 PM
SEP -2

TO: THE HONORABLE MIKELL R. SCARBOROUGH, AMANDA REECE ATTORNEY
FOR THE DEFENDANT, AND STEPHANIE TROTTER ATTORNEY FOR THE
PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the Third-Party Purchasers, David Conor Keys and Karen Keys (hereinafter "Third-Party Purchasers"), will move before the Master-In-Equity for Charleston, County, at chambers, Charleston County Courthouse, Charleston, South Carolina, at such place and time as the court may appoint, in order for the Court to reconsider that certain Order filed on August 20, 2014, Denying the Third-Party Purchasers' Motion to Reconsider; Denying Third-Party Purchasers' Motion to Strike the Opposing Affidavit of Defendant's Attorney Amanda Reece, Affidavit of Anna Howell, and Affidavit of Libby Castle all filed by Defendant on August 14, 2014; Denying the Third-Party Purchasers' Motion to Stay the Order Vacating the Sale and Order of Foreclosure and for an Order of Supersedeas; and Granting Defendants Motion to Amend, (hereinafter "Order") and received by Third-Party

Purchasers on August 23, 2014. Third-Party Purchasers make this motion pursuant to all applicable Rules of Civil Procedure including but not limited to Rule 52, 55, 59, 60, 65, 70, 71, SCRCP, and Rule 241, SCARC. This Motion will be supported by the pleadings in this matter, the public records for this action and the office of the Charleston County RMC, and any applicable statutes, case law, affidavits, memoranda, or other evidence which the Third-Party Purchasers may submit to the Court at the time of the hearing in this matter, as well as the recent Court of Appeals decision in Bloody Point Property Owners Association, Inc., David L. Fingerhut, and Patricia M. Santry, Respondents, v. William A. Ashton, Jr. and Michele C. Ashton Appellants, Opinion No. 5262., filed on August 20, 2014 the same date as the subject Order (a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.)

Third-Party Purchasers move on the following grounds:

1. On July 22, 2014, at 10:30 a.m., Third-Party Purchasers filed a Motion to Stay the Order Vacating the Sale and Order of Foreclosure and for an Order of Supersedeas.
2. On July 22, 2014, at 2:35 p.m., the Court issued an Order stating: "[t]he Court finds that in the interest of equity and for good cause shown the Defendant's motion be granted."
3. On August 1, 2014, Third-Party Purchasers filed a Motion to Reconsider the Order Vacating Sale and Order of Foreclosure.
4. On August 4, 2014, the Defendant filed a Motion to Amend the Master's Order filed on July 22, 2014.
5. On August 18, 2014, during the hearing on Third-Party Purchasers Motion to Reconsider, Third-Party Purchaser Motion and Stay and for Order of Supersedeas, and Defendant's Motion to Amend the Order, Third-Party Purchasers' moved orally before the Court to strike the Opposing Affidavit of Defendant's Attorney Amanda Reece, Affidavit of Anna

Howell, and Affidavit of Libby Castle all filed by Defendant on August 14, 2014, after which the Court Denied said Motion to Strike.

6. On August 20, the Court filed the Order which Third-Party Purchasers now respectfully request the Court to Reconsider

7. "South Carolina Code section 15-39-870 provides as follows: Upon the execution and delivery by the proper officer of the court of a deed for any property sold at a judicial sale under a decree of a court of competent jurisdiction that proceedings under which such sale is made shall be deemed res judicata as to any and all bona fide purchasers for value without notice, notwithstanding such sale may not subsequently be confirmed by the court. S.C. Code Ann. § 15-39-870 (2005). The rationale for the statute is the well-established public policy of protecting good faith purchasers and upholding the finality of a judicial sale." Robinson v. Estate of Harris, 378 S.C. 140 662 S.E.2d 420 (Ct. App. 2008) A purchaser may assert a plea in equity of a bona fide purchaser for value, without notice of defect in his title, by showing (1) he has actually paid in full the purchase money (giving security for the payment is not sufficient, nor is past indebtedness a sufficient consideration); (2) he purchased and acquired the legal title, or the best right to it; and (3) he purchased bona fide, i.e., in good faith and with integrity of dealing, without notice of a lien or defect. The bona fide purchaser must show all three conditions — actual payment, acquiring of legal title, and bona fide purchase — occurred before he had notice of a title defect or other adverse claim, lien, or interest in the property. Spence v. Spence, 368 S.C. 106, 628 S.E.2d 869 (2006).

8. In this case, Third-Party Purchasers are Bona Fide Purchasers for Value, who purchased the property in good faith from the Court at judicial sale on May 6, 2014 paying the required five percent that day, and timely paying the remainder on May 16, 2014. At the time of

sale the Court instructed the Third-Party purchasers that as the successful bidder Third-Party Purchasers had entered into an agreement with the Court whereby if they failed to timely tender the remainder of the purchase they could be held liable for damages and would lose the five percent payment tendered to the Court the day of the sale. The Master conveyed the property to Third-Party Purchasers by Deed on Friday, May 16, 2014. Thereafter on May 16, 2014, Defendant's Attorney emailed the Third-Party Purchasers a copy of Defendant's Motion to Vacate which was subsequently filed on May 19, 2014. The following Friday on May 23, 2014, the Master's Office contacted Third-Party Purchasers to inform them they could now pick up the Deed from the Master's Office. On May 23, 2014, the Third-Party Purchaser recorded the Deed in the RMC Office. The Third-Party Purchasers in recording Deed were of the opinion and belief that the Master's Deed Conveying the Property to the Third-Party Purchasers was valid, enforceable and without defect because it was based upon the Master's Order of Foreclosure and Sale, a good faith purchase of the property at judicial sale on May 6, 2014, and payment in full by the Third-Party Purchasers. Further the deed was not delivered to the Third-Party Purchasers by the Court until after the Master had actual knowledge of the of the Defendant's Motion to Vacate.

9. Third-Party Purchaser's contend that they are Bona Fide Purchasers for Value and therefore the sale cannot be set aside. The Master's Order does not address the Third-Party Purchaser's assertion that they are Bona Fide Purchaser's for value. Moreover, prior to the Order Defendant did not offer evidence or contest the assertion that Third-Party Purchasers are Bona Fide Purchasers for Value. A party cannot raise a defense to an asserted issue by way of a Rule 59(e) motion which could been raised prior to the order. See Patterson v. Reid, 456 S.E. 2d

436 (Ct. App. 1995); In re Beard, 359 S.C. 351, 597 S.E.2d 835 (Ct. App. 2004) (quoting Patterson); Gainey v. Gainey, 382 S.C. 414 675 S.E.2d 792 (Ct. App. 2009) (citing Patterson).

10. Third-Party Purchasers moved to Strike the Affidavits filed by Defendant based on the grounds that a party cannot asserted issue for the by way of a Rule 59(e) motion, when the issue could been raised prior to the order. See Patterson v. Reid, 456 S.E. 2d 436 (Ct. App. 1995); In re Beard, 359 S.C. 351, 597 S.E.2d 835 (Ct. App. 2004) (quoting Patterson); Gainey v. Gainey, 382 S.C. 414 675 S.E.2d 792 (Ct. App. 2009) (citing Patterson).

11. Additionally Defendant by its Motion to Amend the Judgment of the Court cannot request that the Court Amended its order to make findings of fact and ruling as to law on issues of fact and law not priorly raised before the court. See Patterson v. Reid, 456 S.E. 2d 436 (Ct. App. 1995); In re Beard, 359 S.C. 351, 597 S.E.2d 835 (Ct. App. 2004) (quoting Patterson); Gainey v. Gainey, 382 S.C. 414 675 S.E.2d 792 (Ct. App. 2009) (citing Patterson).

In this Case the Defendant's Motion to Amend state's that "Third-Party Purchaser had notice of an adverse claim of title" a fact not argued or raised before the court prior to the filing of the Motion to Amend by Defendant. Defendant's Motion further states that Order should be amended to find conclusion of law under 60(b)(1),(4), and (5), when such relief was not request by Defendant prior to the Order.

12. The Court has no authority to overrule the clerk of Courts Order of Publication. An order for service by publication may be issued pursuant to Section 15-9-710 of the South Carolina Code when an affidavit, satisfactory to the issuing officer is made stating that the defendant, a resident of the state, cannot, after the exercise of due diligence, be found, and that a cause of action exists against him. S.C. Code Ann. 15-9-710(3). "We hold the trial court [is] without authority to overrule the finding of the clerk of court that the [defendant] could not after

due diligence be found in the County and State of their last known residence.” Montgomery v. Mullins, 480 S.E.2d 467 (Ct. App. 1997); see also: Charleston County Department of Social Services v. Father, 454 S.E.2d 307 (1995) (stating: “There is a long-standing rule in this State that one judge of the same court cannot overrule another.”).

13. Moreover, even if the Court had the authority to overturn the Order of Publication (which Third-Party Purchasers contend it does not) “*Yarbrough* makes it clear that in absence of fraud or collusion, the decision of the officer ordering service by publication is final. Therefore, to the extent the trial court concluded the publication was invalid, we reverse.” Montgomery v. Mullins, 480 S.E.2d 467 (Ct. App. 1997). “Generally absent fraud or collusion, once the issuing officer is satisfied with the supporting affidavit, the decision to order service by publication is final unless the order of publication is premised upon a facially defective affidavit. Brown v. Malloy, 546 S.E.2d 195 (Ct App 2001) (Citing: Wachovia Bank of S.C. v. Player, 341 S.C. 424, 535 S.E.2d 128 (2000)). In *Player* the “Petitioner claims the process server did not use “actual” due diligence because if she had, she would have easily found him.” The master denied the petitioners motion under Rule 60, SCRPC holding that the petitioner failed to present evidence of fraud or collusion in obtaining the order for service by publication. The Supreme Court affirmed the master’s order. Id.

In this case, like in *Player* Defendant has asserted that the affidavits of non-service and affidavit for order of publication do not evidence due diligence in the attempted service of Defendant, and had due diligence been undertaken Defendant would have been easily found. The Court’s Order does not find a lack of due diligence existed, but in the event that is the reasoning for the Court’s Order, the Court is without the authority to overrule the Clerk of Court finding of due diligence. Moreover, even if the Court was authorized to overrule Order of

publication (which Third-Party Plaintiff's assert it is not) here as in Player the Master did not find fraud, collusion or facially defective affidavits were present.

14. Generally injunctive relief is appropriate where the party can demonstrate he will suffer irreparable harm, has a likelihood of success on the merits, and an inadequate remedy at law. Scratch Golf v. Dunes West, 361 S.C. 117, 603 S.E.2d 905 (2004); County of Richland v. Simpkins, 348 S.C. 664, 560 S.E.2d 902, 904 (Ct. App. 2002).

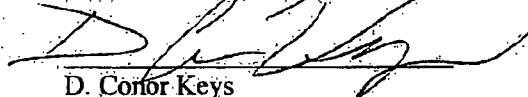
15. In this case all three of the criteria are satisfied. For a couple of years prior to the sale of the property the Defendant rented the subject property to one family (hereinafter "Tenants"). After the sale of the property the Third-Party Purchasers rented the property to the same Tenants and intend to continue to rent the property until the resolution of these legal proceedings. By the Court voiding Third-Part Deed (hereinafter TP Deed) Third-Party Purchaser have been irreparably harmed by the loss of tens of thousands of dollars of rental income not earned during the pendency of the appeal, and would subsequently be without means or adequate remedy at law to redress that loss. By contrast if the Court had granted the Order of Supersedeas holding the proceeds from sale in bond, the Defendant's interest in the property would have been protected in the event that the subsequent appeal led to the upholding the Order granting the Motion to Vacate. The amount of the proceeds from sale currently in the possession of the Court is many times larger than the income which the Defendant would receive renting the property to the Tenants as he had for the years prior to the sale. It should be noted while the matter is on appeal neither the Defendant nor the Third-Party Purchasers would likely be able to sell the property as appeal would cloud the title to the property and therefore the Defendant and Third-Party purchasers standing on equal footing in regard to the alienability of the property at present.

16. The Third-Party Purchasers would also assert that they are likely to succeed on the merits of the appeal, because our State Courts of Appeal have issued controlling and dispositive case law on the issues which would be before the Court of Appeals.

The undersigned hereby certifies and affirms in accordance with Rule 11(a) of the South Carolina Rules of Civil Procedure that prior consultation with opposing counsel for the purpose of resolving the matter, will serve no useful purpose.

PLEASE BE PRESENT TO DEFEND IF SO MINDED.

RESPECTFULLY SUBMITTED



D. Conor Keys
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Charleston, SC 29412
Phone: 843-906-3998

dconrkeys@gmail.com

Attorney for Third Party Purchasers

September 2, 2014
Charleston, SC

CERTIFICATE OF SERVICE

I certify that on the 2nd day of September 2014, a copy of the within Third-Party Purchasers Motion to Reconsider was delivered by mailed, addressed to opposing counsels as follows:

Amanda Reece
Reece Law Firm, LLC
871 Low Country Blvd. #200

Mt. Pleasant, SC 29464

Stephanie C. Trotter
140 Stoneridge Drive Suite 650
Columbia, SC 29210
P.O. Box 212069
Columbia SC 29221



D. Conor Keys

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Bloody Point Property Owners Association, Inc., David
L. Fingerhut, and Patricia M. Santry, Respondents,

v.

William A. Ashton, Jr. and Michele C. Ashton,
Appellants.

Appellate Case No. 2013-000222

Appeal From Beaufort County
Marvin H. Dukes, III, Master-in-Equity

Opinion No. 5262
Heard May 7, 2014 – Filed August 20, 2014

AFFIRMED

James Frederick Berl, of Law Offices of James F. Berl,
PC, of Hilton Head Island, and Dustin Lee, of Lee Law
Firm, LLC, of Hilton Head Island, for Appellants.

Terry A. Finger, of Finger & Fraser, PA, of Hilton Head
Island, for Respondent Bloody Point Property Owners
Association, Inc.; and Matthew Tillman, of Womble
Carlyle Sandridge & Rice, LLP, of Charleston, for
Respondents David L. Fingerhut and Patricia M. Santry.

LOCKEMY, J.: William A. Ashton, Jr. and Michele C. Ashton appeal the
master-in-equity's denial of their motion to vacate/set aside a foreclosure sale,
arguing the master erred in finding (1) they were properly served; (2) their due

process rights were not violated; (3) the foreclosure sales price did not shock the conscience of the court; and (4) David L. Fingerhut and Patricia M. Santry were bona fide purchasers for value pursuant to section 15-39-870 of the South Carolina Code. We affirm.

FACTS/PROCEDURAL BACKGROUND

This action arises from the foreclosure sale of Lot 55, Daufuskie Island Club, Phase I, Bloody Point, in Beaufort County (the Property). The Bloody Point Property Owners Association, Inc. (the Association) commenced the foreclosure action on May 17, 2011. The Association asserted claims for foreclosure of a lien against the Property's owners, William A. Ashton, Jr. and Michelle C. Ashton (Appellants),¹ for payment of Association dues and fees.

Appellants are residents of Chester County, Pennsylvania. The foreclosure summons and complaint were delivered to the Chester County Sheriff's Office (the Sheriff's Office) for service on Appellants at their last known address. According to the affidavits of service returned by the Sheriff's Office, a deputy unsuccessfully attempted to serve Appellants on four separate occasions. Thereafter, Julie Scarfino, counsel for the Association, filed an affidavit for service by publication. On July 20, 2011, the Beaufort County Clerk of Court filed an order of publication authorizing service of Appellants by publishing a copy of the summons and complaint in Beaufort County's *The Island Packet* newspaper once a week for three consecutive weeks and mailing a copy of the summons and complaint to Appellants at their last known address.

On September 27, 2011, the master-in-equity found Appellants in default. Subsequently, on December 2, 2011, the master entered a report and judgment of foreclosure and sale wherein he held Appellants owed the Association \$2,971.70 in unpaid assessments and \$5,738.97 in attorney's fees and costs. A foreclosure sale was held on January 3, 2012. David L. Fingerhut and Patricia Santry (the Fingerhuts) purchased the Property for \$8,800 at the sale.

On February 2, 2012, Appellants filed a motion to vacate/set aside the foreclosure. In their motion, Appellants argued the foreclosure sale should be set aside because the sales price was so low as to "shock the conscience" of the court. Appellants further asserted the Association improperly served the summons and complaint by

¹ Appellants purchased the Property in 2001 for \$201,500.

publication. Appellants did not dispute the validity of the debt or their failure to pay dues and fees to the Association.

On May 9, 2012, the Fingerhuts filed a memorandum in opposition to the motion to vacate, wherein they argued they were good faith purchasers for value under section 15-39-870 of the South Carolina Code. The Fingerhuts further asserted (1) \$2,793.20 in taxes and fees unpaid by Appellants should be added to the sale price; (2) the foreclosure sales price did not shock the conscience of the court; and (3) the Association properly served Appellants pursuant to section 15-9-710 of the South Carolina Code.

On July 24, 2012, the master issued an order denying the motion to vacate, holding (1) the Fingerhuts were good faith purchasers for value; (2) the Fingerhuts paid \$11,593.20 for the Property; (3) the foreclosure sales price did not shock the conscience of the court; (4) the Association complied with the order for publication; and (5) Appellants were properly served with the summons and complaint. On July 25, 2012, Appellants filed a motion to reconsider the master's order denying the motion to vacate. The master denied the motion in a form order. This appeal followed.

STANDARD OF REVIEW

The determination of whether to set aside a foreclosure sale is a matter within the discretion of the trial court. *Wells Fargo Bank, NA v. Turner*, 378 S.C. 147, 150, 662 S.E.2d 424, 425 (Ct. App. 2008). "An abuse of discretion occurs when the conclusions of the circuit court are either controlled by an error of law or are based on unsupported factual conclusions." *Carson v. CSX Transp., Inc.*, 400 S.C. 221, 229, 734 S.E.2d 148, 152 (2012).

LAW/ANALYSIS

I. Bona Fide Purchasers

Appellants argue the master erred in finding the Fingerhuts were bona fide purchasers for value pursuant to section 15-39-870 of the South Carolina Code. We disagree.

Pursuant to section 15-39-870,

[u]pon the execution and delivery by the proper officer of the court of a deed for any property sold at a judicial sale under a decree of a court of competent jurisdiction the proceedings under which such sale is made shall be deemed res judicata as to any and all bona fide purchasers for value without notice, notwithstanding such sale may not subsequently be confirmed by the court.

S.C. Code Ann. § 15-39-870 (2005). "The rationale for the statute is the well-established public policy of protecting good faith purchasers and upholding the finality of a judicial sale." *Robinson v. Estate of Harris*, 378 S.C. 140, 144-45, 662 S.E.2d 420, 422 (Ct. App. 2008) *aff'd*, 390 S.C. 272, 701 S.E.2d 740 (2010), (citing *Cumbe v. Newberry*, 251 S.C. 33, 37, 159 S.E.2d 915, 917 (1968) (stating "a sound public policy requires the validity of judicial sales be upheld, if in reason and justice it can be done"); *Wooten v. Seanch*, 187 S.C. 219, 222, 196 S.E. 877, 878 (1938) (upholding a foreclosure sale in which the mortgagee purchased the property sold and further stating that, to set aside a sale, "there must be such irregularity in the proceedings as to show that the sale was not fairly made, or that appellant was defrauded or misled to his injury and loss"))).

Here, the master relied on *Robinson* in finding the Fingerhuts were bona fide purchasers for value. In *Robinson*, the defaulting owner of the subject property sought to vacate the foreclosure sale due to ineffective service. 378 S.C. at 143, 662 S.E.2d at 421. This court noted the bona fide purchaser submitted documents from the court file demonstrating (1) service was made upon defendants; (2) both defendants were in default; (3) the attorneys of record were notified of the hearing; and (4) neither defendants were in the United States military service. *Id.* at 145, 662 S.E.2d at 423. The court further noted the purchaser had satisfied all of the elements to be considered a bona fide purchaser for value: (1) actual payment of the purchase price of the property, (2) acquisition of legal title to the property, or the best right to it, and (3) a bona fide purchase, "i.e., in good faith and with integrity of dealing, without notice of a lien or defect." *Id.* at 146, 662 S.E.2d at 423.

Relying on *Cumbe*, Appellants argue the foreclosure sale should be set aside because the Fingerhuts were not bona fide purchasers for value. In *Cumbe*, our supreme court held:

A sound public policy requires that the validity of judicial sales be upheld, if in reason and justice it can be

done. In the furtherance of this principle, our decisions have applied the general rule, applicable here, that a purchaser in good faith at a judicial sale is not affected by irregularities in the proceedings or even error in the judgment, under which the sale is made; but is required at his peril only to make inquiry as to the jurisdiction of the court which ordered the sale, and whether all proper parties were before the court when the order was made.

251 S.C. at 37, 159 S.E.2d at 917. Appellants contend the Fingerhuts failed to (1) properly inquire as to the jurisdiction of the court that ordered the foreclosure sale and (2) properly and sufficiently inquire as to whether all parties were properly before the court when the order was made. Additionally, Appellants argue the order of publication did not comply with the publication requirements of section 15-9-740 of the South Carolina Code. Pursuant to section 15-9-740,

[t]he order of publication shall direct the publication to be made in one newspaper, to be designated by the officer before whom the application is made, most likely to give notice to the person to be served and for such length of time as may be deemed reasonable not less than once a week for three weeks. The court, judge, clerk, master or judge of probate shall also direct that a copy of the summons be forthwith deposited in the post office directed to the person to be served at his place of residence, unless it appears that such residence is neither known to the party making the application nor can, with reasonable diligence, be ascertained by him.

S.C. Code Ann. § 15-9-740 (Supp. 2013). Appellants assert it is unreasonable to expect a newspaper in Beaufort County to be the newspaper most likely to give notice to the Appellants, who reside in Pennsylvania. Appellants further assert the Association's failure to properly serve the summons and complaint violated Appellants' due process rights.

The Fingerhuts contend the purchaser (1) is deemed to be on notice of documents contained in the court's file and (2) takes title to the property without notice of lien or defect. Citing *Gladden v. Chapman*, 106 S.C. 486, 91 S.E. 796, 797 (1917), they argue the foreclosure purchaser is entitled to a presumption that the court

considered and properly adjudicated issues of service. In *Gladden*, our supreme court held:

It must be presumed from the judgment rendered that the Court considered and adjudicated the regularity and sufficiency of each and every step in the proceedings leading up to it, including the sufficiency of the complaint, the issuance and service of process upon the defendants, and the rights and interests of the parties to the action under the allegations and evidence; and although the conclusions with respect to those matters, or any of them, might have been erroneous, so that they would have been reversed on appeal, they do not make the judgment void collaterally.

Id.

We find the master did not abuse his discretion in determining the Fingerhuts were bona fide purchasers. At the time of the foreclosure sale, the court file reflected Appellants had been served, were in default, had received notice, and were not in the military. Furthermore, the Fingerhuts made actual payment of the purchase price at the foreclosure sale and acquired title through the master-in-equity deed. Finally, the Fingerhuts had no notice of any title defect or other adverse claim, lien, or interest in the Property.

While Appellants assert the master lacked jurisdiction to sell the Property because of defects in service, the *Robinson* court held the foreclosure purchaser was a bona fide purchaser for value without notice such that claims of defective service in the foreclosure action did not affect purchaser's title. 378 S.C. at 147, 662 S.E.2d at 423. Although the *Robinson* court found the disputed affidavits of service were not in the record and Appellants' arguments regarding improper publication were not preserved, the court held:

Moreover, there is no evidence . . . [the foreclosure purchaser] . . . had notice, constructive or otherwise, of Appellants' claims that [the property owners] . . . were . . . not properly served in the foreclosure action. Pursuant to section 15-39-870, then, we hold [the foreclosure purchaser]'s title is not affected by Appellants' claims of defective service of process in the foreclosure action.

Id. at 146-47, 662 S.E.2d at 423. Thus, the *Robinson* court found foreclosure proceedings were res judicata as to bona fide purchasers without notice of defective service claims.

Here, as in *Robinson*, there is no evidence the Fingerhuts had any notice of Appellants' claims they were not properly served. Thus, the Fingerhuts were bona fide purchasers and their title to the Property was not affected by Appellants' claims of defective service of process in the foreclosure action. In light of our finding the Fingerhuts were bona fide purchasers without notice, we need not address Appellants' argument regarding improper service. See *Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (holding appellate court need not address remaining issues when disposition of prior issue is dispositive).

II. Foreclosure Sales Price

Appellants argue the master erred in failing to set aside the foreclosure sale because the foreclosure sales price shocks the conscience. We disagree.

"A judicial sale will be set aside when either: (1) the sale price 'is so gross as to shock the conscience[.];' or (2) the sale 'is accompanied by other circumstances warranting the interference of the court.'" *Wells Fargo Bank, NA v. Turner*, 378 S.C. 147, 150, 662 S.E.2d 424, 425 (Ct. App. 2008) (alteration by court) (quoting *Poole v. Jefferson Standard Life Ins. Co.*, 174 S.C. 150, 157, 177 S.E. 24, 27 (1934)). "South Carolina has not established a bright line rule for what percentage the sale value must be with respect to the actual value in order to shock the conscience of the court." *E. Sav. Bank, FSB v. Sanders*, 373 S.C. 349, 359, 644 S.E.2d 802, 807 (Ct. App. 2007). "However, a search of South Carolina jurisprudence reveals only when judicial sales are for less than ten percent of a property's actual value, have our courts consistently held the discrepancy to shock conscience of the court." *Id.*

Appellants purchased the Property in 2001 for \$201,500. The Fingerhuts subsequently purchased the Property for \$11,593.20 at the foreclosure sale in 2012. Appellants submitted an appraisal (Appellants' Appraisal) to the master which set the Property's value at \$140,000. This appraisal stated its intended use was to rebut the foreclosure sales price. The master found the Appellants' Appraisal used non-comparable sales data from oceanfront lots and only cited Multiple Listing Service listing data for interior lots as support for the valuation conclusion.

In contrast, the Fingerhuts produced evidence showing the Property was sold for \$10,000 in the 2010 Beaufort County Delinquent Tax Auction.² Additionally, the Fingerhuts submitted an appraisal (Fingerhuts' Appraisal) stating the Property was valued at \$17,000 as of January 19, 2012. The master found the Fingerhuts' Appraisal used comparable sales data, not listing data, from interior lots. The master noted the Fingerhuts' Appraisal was supported by an affidavit submitted by David Fingerhut affirming that the appraisal was ordered for the purpose of obtaining title insurance and not to support the value for purposes of this action.

In denying Appellants' motion to vacate the judicial sale, the master found the Property would have to be worth more than \$115,930 for the foreclosure sales price to be less than 10% of the actual value. The master concluded the Fingerhuts' Appraisal and the 2010 tax sale data were more reliable than the valuation information provided by the Appellants. The master held the actual value of the Property was far less than the \$115,932 required to shock the conscience of the court.

We find the master did not abuse his discretion in determining the foreclosure sales price of the Property did not shock the conscience of the court. First, the master applied the correct legal standard in making his determination. The master noted that our courts have consistently held that when foreclosure sales prices amount to less than ten percent of the actual value of the property, the discrepancy shocks the conscience of the court. Furthermore, the master's decision is supported by the evidence in the record. The master considered all of the evidence presented, including both appraisals, and found the evidence provided by the Fingerhuts was more reliable.

CONCLUSION

We find the master did not err in denying Appellants' motion to vacate/set aside a foreclosure sale.

AFFIRMED.

WILLIAMS and KONDUROS, JJ., concur.

² The Property was subsequently redeemed by Appellants.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Belle Hall Plantation Homeowner's)
Association, Inc.)
)
Plaintiff,)
)
John A Murray, Trustee of John E. Murray)
Gloria C. Murray Family Trust,)
)
Defendants.)
)
_____)

COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2013-CP-10-4248

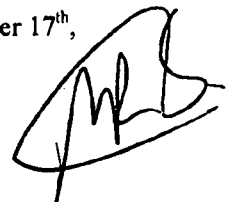
MASTER'S
AMENDED ORDER

FILED
2015 FEB 10 AM 9:02
JULIE J. ARMSTRONG
CLERK OF COURT
BY

This matter came to hearing on August 18th, 2014. Amanda Reece, Esquire, appeared on behalf of the Defendant. Ainsley Willis, Esquire, appeared on behalf of the Plaintiff. David Conor Keys, Esquire, appeared on behalf of the Third Party Purchasers, David Conor Keys and Karen Keys. The Defendant, by and through counsel's motion moved this Court pursuant to Rules 8 (f), 52 (a), 52 (b), 55 (c), 59 (a), 59 (e), 60 (b), and all other applicable rules of The South Carolina Rules of Civil Procedure to amend its Order dated July 22nd, 2014 to reflect its finding of facts and conclusions of law. The Defendant moved that the amended Order reflect conclusions of law under equitable principles, SCRPC 60 (b)(1), 60(b)(3), 60(b)(4), 60(b)(5), that service be declared defective, and for a ruling that the Third Party Purchasers are not Bona Fide Purchasers for Value.

PROCEDURAL HISTORY (See page 2)

On July 22nd, 2013 Plaintiff, a Homeowner's Association, filed this foreclosure action including a claimed amount of \$1,590.31. An Order for Service by Publication was granted by The Honorable Clerk of Courts of Charleston County on October 4th, 2014. Publication occurred on October 16th, 2013, October 23rd, 2013, and October 30th, 2013. Plaintiff filed an Affidavit of Default on December 17th,



2013. This Court held a final hearing on March 18th, 2014. The Defendant did not appear and the Court ruled in favor of the Plaintiff. This Court executed an Order of Foreclosure and Sale on April 4th, 2014 which was filed on April 8th, 2014. The property was sold at Master's Sale on May 6th, 2014. The Defendant, by and through counsel, served a Motion to Vacate the Judgment and Set Aside the Sale on May 16th, 2014 which was filed on May 19th, 2014. The purchase price was paid in full on May 16th, 2014. A Master's Deed was executed conveying title to Third Party Purchaser's David Conor Keys and Karen Keys on May 16th, 2014 and subsequently delivered to the same. The Deed was recorded by Third Party Purchasers on May 23rd, 2014. The Motion to Vacate was heard on July 3rd, 2014. This Court granted Defendant's motion on July 11th, 2014 and issued an Order Vacating the Judgment and Voiding the Master's Deed to Third Party Purchasers on July 22nd, 2014. Pursuant to that Order the Court made disbursements accordingly, including the payment tendered by the Defendant to the Court sufficient to pay the Plaintiff's claim, costs incurred by the Third Party Purchasers, and the Court's costs and commission. Additionally, the Court disbursed the amount tendered by the Third Party Purchaser for the successful bid of the property to the same. The Lis Pendens was cancelled and the case was dismissed without prejudice. The Order restoring title of the subject property to the Defendant was recorded in the RMC Office for Charleston County on August 14th, 2014.

At the hearing of August 18th, 2014 this Court granted the Defendant's Motion to the extent of this formal Amended Order, denied the Third Party Purchaser's Motions for Reconsideration, Motion to Stay Order Vacating Foreclosure and Sale and for Supersedeas, and further denied the Third Party Purchaser's in court Motion to Strike certain Affidavits. The Court executed that Order on August 20th, 2014 and now issues this referenced formal Amended Order. The Third Party Purchaser filed a subsequent motion for reconsideration on September 2nd, 2014 which this Court declined to hear and denied on September 17th, 2014.

A while this court is aware this matter is now on appeal, and therefore may lack jurisdiction, the Aug 20, 2014 Order provided a "Final Order to Follow" and this Order provides the legal, factual & equitable basis for the court's ruling. *MS*

47
RECORD 043

**THIS COURT HEREBY AMENDS ITS JULY 22nd, 2014 ORDER TO INCLUDE THE
FOLLOWING FACTS:**

- 1) Defendant, John A. Murray acquired title as Trustee by deed recorded October 26th, 2011, with the RMC for Charleston County;
- 2) Defendant's father John E. Murray held title jointly with his wife Gloria C. Murray prior to the October 26th, 2011 deed;
- 3) The October 26th, 2011 deed reflected the tax mailing address as 378 Jardinere Walk which is the property subject of this action ("Subject Property");
- 4) As evidenced by the sworn affidavit of Charleston County Auditor, Peter J. Tecklenburg, filed July 3rd, 2014, 1574 Hidden Bridge ("Hidden Bridge") reflected as the tax mailing address for the Subject Property in the public records and was available on line at www.charlestoncounty.org as of exactly March 15th, 2013 continuing through and until the recording of the Master's Deed to Third Party Purchasers in May of 2014;
- 5) Hidden Bridge was, at all times relevant to this action, the dwelling place of Defendant;
- 6) This action in foreclosure was filed July 22nd, 2013;
- 7) Plaintiff's Affidavit for Order of Publication dated September 25, 2013, incorporated by Exhibit, a Westlaw search showing the following five (5) possible Mount Pleasant addresses for John E. Murray, Defendant's now deceased father who is not a party to this action: 1.) 937 Bowman Road, Apt 261 ("Bowman"), 2.) the Subject Property, 3.) 3100 Tradition Circle, Apt 1144 ("Tradition Circle"), 4.) Hidden Bridge, and 5.) 1090 Loyalist Lane ("Loyalist Lane");
- 8) On July 27th, 2013, service on Defendant was duly attempted and not effected at Tradition Circle, an assisted living facility previously occupied by Defendant's then deceased father who is not a party to this action;



- 9) On August 2nd, 2013, service on Defendant was duly attempted and not effected at the Subject Property, which was discovered by the process server to be occupied by tenants who reported not knowing the address of the Defendant;
- 10) On August 9th, 2013, service was duly attempted and not effected at "Bowman Road", an assisted living facility previously occupied by Defendant's then deceased father who is not a party to this action;
- 11) Plaintiff made no attempt to search Probate Court Records in spite of the fact that the Westlaw search reflected John E Murray's date of birth to be 1923;
- 12) The Probate Court Records for John E Murray, reflected the Defendant as his Personal Representative with the Hidden Bridge address;
- 13) Plaintiff did not attempt service at the fourth address, Hidden Bridge;
- 14) Plaintiff did not attempt service at the fifth address, Loyalist Lane;
- 15) As per Plaintiff's Affidavit for Order of Publication filed September 30th, 2013 it was "unable to ascertain the location of Defendant" citing as its due diligence the aforementioned Westlaw search of John E. Murray, Defendant's now deceased father, who is not a party to this action;
- 16) The Order of Publication was granted on October 4th, 2013, providing per statute that the Plaintiff was to mail a copy of the Summons to the Defendant's last known address;
- 17) Per Affidavit filed by Plaintiff's counsel on July 3rd, 2014 the last known address of the Defendant was Tradition Circle yet Plaintiff's Counsel mailed a copy of the Summons to Loyalist Lane which was not an address at which service was attempted;
- 18) The notice of the final hearing was mailed to the Subject Property and Loyalist Lane on March 3rd, 2014;
- 19) Publication occurred in the *Moultrie News*, on October 16th, 2013, October 23rd, 2013, and October 30th, 2013;
- 20) On December 27th, 2013 Defendant recorded a Quitclaim Deed conveying the interest in the property from the Defendant in his capacity as Trustee to himself individually;



- 21) Defendant attempted to contact Plaintiff's counsel upon posthumous discovery of the action and final hearing via email and phone on or about March 24th, 2014 to inquire as to the nature of the action and pay any amounts due under Plaintiff's claim;
- 22) Plaintiff's counsel could find no record of attempted contact at the July 3rd, 2014 hearing;
- 23) Defendant, at all relevant times, had the funds to pay the amounts due to the Plaintiff;
- 24) The property was auctioned at the Master's Sale to Third Party Purchasers David Conor Keys and Karen Keys on May 6th, 2014;
- 25) Per Third Party Purchaser's, David Conor Keys, Esquire's testimony at the August 18th, 2014 hearing, on May 16th, 2014 he "had knowledge (that the Defendant had retained Amanda Reece as counsel relative to this action)", on May 16th, 2014 he "received (Defendant's Motion to Vacate)", and on May 16th, 2014 he "also tendered the remainder of the money (to the Court)";
- 26) The Master's Deed vesting title to the Third Party Purchasers was executed on May 16th, 2014 and thereafter delivered to the Third Party Purchaser;
- 27) The Third Party Purchaser recorded the Master's Deed on May 23rd, 2014.

PERSUASIVE FACTS

While the Court's decision is persuaded by the totality of facts in this case, it finds most disturbing and relevant certain facts. The Plaintiff, in spite of conducting a Westlaw Address search on a prior title holder and not the Defendant, had actual notice of Defendant's address. The Plaintiff had five possible addresses and attempted service at the first three, which included the tenant occupied property and two assisted living facilities. While that address search revealed the non party as having been born in 1923, Plaintiff did not attempt to serve the fourth address or the fifth address. The Plaintiff did not search Probate Court records. Efforts to provide notice simply ceased. The fourth address was the dwelling place of the Defendant and was not served. The Plaintiff did not mail the Summons to address last known to them pursuant to the Order of Publication and South Carolina Code § 15-9-740, but instead mailed it to the fifth address, an address at which service was not attempted.



This Court is further attendant to the fact that this is an action in foreclosure initiated by the Plaintiff, a Homeowner's Association with an original sum claimed in the Notice of Lien for \$1103.28 and is further aware that the property remained free of any mortgage or judgment liens.

The Court also notes, that the filing of the December, 2013 deed conveying interest from Defendant as Trustee to the Defendant individually, while not relevant to the issues of personal service, evidences that the Defendant had no actual notice of the action against him.

EQUITY

Foreclosures of Homeowner's Association Liens are actions in equity. *Collier v. Green* 244 S.C. 367, 137 S.E.2d 277 (1964); *Hayne Federal Credit Union v. Bailey*, 327 S.C. 242, 489 S.E.2d, 472, 475 (1997); *Wachovia Bank, N.A. v. Coffey*, 404 S.C. 421, 746 S.E.2d 35 (2013).

It is by and through the inherent equitable powers of this Court that this Court ruled in favor of the Defendant on July 11th, 2014 and executed its Order of July 22nd, 2014. "Courts have the inherent power to do all things reasonably necessary to ensure that just results are reached to the fullest extent possible". *Regions Bank v. Wingard Props. Inc.*, 394 S.C. 241, 252, 715 S.E.2d 348 (Ct. App. 2011); *Buckley v. Shealey*, 370 S.C. 317, 323-24, 635 S.E. 2d 76, 79 (2006); *Ex Parte Dibble*, 279 S.C. 592, 595, 310 S.E. 2d 440, 442 (CT. App. 1983).

DEFECTIVE SERVICE OF PROCESS

The Defendant's dwelling house address (Hidden Bridge) as defined by SCRCP 4(d)(1) was available at www.charlestoncounty.org as the tax mailing address of the Subject Property at all relevant times and in the actual possession of the Plaintiff by virtue of the Westlaw search. Plaintiff did not comply with SCRCP 4 (d)(1) regarding personal service and did not act to "assure the defendant of reasonable notice of the action." *Delta Apparel, Incorporated v. Daniel G. Farina* 406 S.C. 257, 266, 750 S.E.2d 615 (2013), citing *Roche v. Young Bros., Inc. of Florence*, 318 S.C. 207, 209, 456 S.E. 2d 897,899 (1995).

"An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice, reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of an action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Trust Co.*, 339 U.S. 306, 314, 70 S.Ct. 652, 657, 94 L.Ed. 865,873 (1950); *Murdock v. Murdock* 338 S.C. 322, 333 (1999) 526 S.E.2d 241 (1999). In the instant action, it is clear in light of the email the Defendant later sent to the Plaintiff's counsel that, had the Defendant had notice, he had the means and would have exercised his Right of Redemption and paid the small amount due the Plaintiff. Under the attendant circumstances and facts of this case, the Plaintiff's efforts to notify the Defendant do not approximate any effort reasonably calculated to notify the Defendant of this action. In light of the Ninety year age of the party identified in the Westlaw address search and not discovering Defendant or his deceased father at the property or the two assisted living facilities, a minimum of reason would dictate attempting to serve the fourth address revealed on the Westlaw Search.

GROSS NEGLIGENCE

This Court further finds the actions and inactions of the Plaintiff so inadequate as to rise to grossly negligent in the breaching of its duty to provide adequate notice to the Defendant of the foreclosure action filed against him. This Court finds gross negligence in the Plaintiff's failure to exercise the requisite degree of care. "A (party) is guilty of gross negligence if (they are) so indifferent as to the consequences of (their) actions as not to give slight care to what (they are) doing." *Hamilton v. Charleston County Sheriff's Department* 399 S.C. 252, 731 S.E.2d 727 (S.C. App. 2012) (citing to *Jackson v. The South Carolina Department of Corrections* 301 S.C. 125, 126 (1989), 390 S.E.2d 467, 468 (citing to *Anderson v. Ballenger* 166 S.C. 44, 164 S.E. 313 (1932)). Plaintiff's lack of attention demonstrated a "want of even slight care and diligence (and) a greater want of care then to be understood by the term 'ordinary care'." *Frankel v. Kurtz* 239 F.Supp. 713, 718 (W.D.S.C. 1965) citing to *Thackston v. Port Royal & W.C.Ry. Co.*, 40 S.C. 80, 18 S.E. 177. The Plaintiff's actions and inactions with regards

to its duty to provide adequate notice to the Defendant are only generously described as indifferent to their consequences and lacking in even slight care and diligence.

FRAUD OR COLLUSION STANDARD DISTINGUISHED

The Court is mindful of the standard set forth in *Yates v. Gridley*, 16 S.C. 496, 500 (1882) and subsequent cases regarding the finality of the finding of due diligence of the Officer issuing the Order of Publication in the absence of fraud or collusion. *Yarborough v. Collins*, 293 S.C. 290, 293, 360 S.E.2d 300 (1987); *Montgomery v. Mullins*, 325 S.C. 500, 506, 480 S.E. 2d 467 (Ct.App 1997). The Court is also mindful of the volume of Motions for Orders of Publication that the Clerk of Courts reviews and makes note of the similarity of the Defendant's name and the name of his father, the party exhibited in the Westlaw address search which was incorporated into Plaintiff's Affidavit to obtain that Order of Publication. The Court further finds that such indifference and gross negligence on the part of the Plaintiff is not normally contemplated and therefore remained virtually indiscernible to our Honorable Clerk of Court prior to the evidentiary hearing of the matter.

To the extent that the Clerk of Court might have and did not discover the grossly negligent efforts to effectuate service, the Court views this as a "structural defect in the constitution of the trial, (defying) analysis by harmless error standards." *State v. Mouzon* 326 S.C. 199, 204, 485 S.E. 2d 918 (1997) (citing to *Arizona v. Fulimante*, 499 U.S. 279, 309, 111 S.Ct. 1246, 1265, 113 L.E 2d 302, 331 (1991). See also *LaSalle Bank v. Davidson*, 386 S.C. 276, 280, 688 S.E. 2d 121 (2009). This defect "effected the trial from beginning to end" (*Id* at 280) and resulted in a default judgment of foreclosure.

PERSONAL JURISDICTION

The Plaintiff's grossly negligent attempts at service deprived the Defendant the adequate notice procedurally guaranteed under the Constitution, the South Carolina Rules of Civil Procedure, the Order of Publication, and South Carolina Code § 15-9-740. The Plaintiff violated the Defendant's protected right to due process of law. Personal jurisdiction had not been conferred upon this Court at the time it



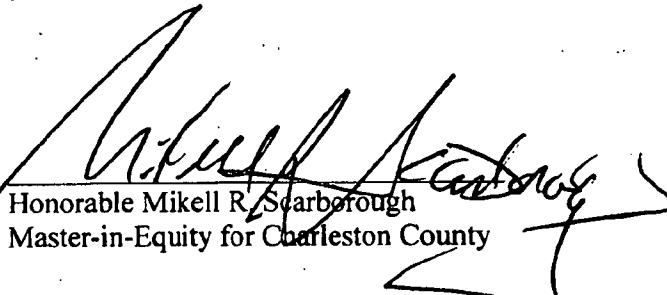
granted the default Judgment on March 18th, 2014 and the date it executed the Judgment of Foreclosure and Sale on April 8th, 2014.

By and through the inherent equitable powers of this Court and the reasons contained herein, this Court Amends its Order of July 22nd, 2014 to include the following conclusions of law:

- 1) The Plaintiff grossly negligent acts deprived the Defendant of notice of the action against him;
- 2) Service was defective;
- 3) The Defendant was deprived of procedural due process guarantees of the Constitution as a result of Plaintiff's gross negligence;
- 4) This Court lacked personal jurisdiction to render the Judgment of Foreclosure and Sale in favor of the Plaintiff in its Order dated April 4th, 2014;
- 5) The Judgment of Foreclosure and Sale is VOID pursuant to S.C.R.C.P. 60 (b)(4);
- 6) The Master's Deed of May 16th, 2014 conveying title to David Conor Keys and Karen Keys is VOID Ab Initio.

In light of its ruling, the Court does not find it necessary to rule on Defendant's other 60(b) motions or to rule on Third Party Purchaser's disputed status as a Bona Fide Purchaser for Value. The Court, however, as expressed at the hearing to the parties, stands prepared to make a ruling as to the Bona Fide Purchaser for Value issue with further briefing of the matter.

AND IT IS SO ORDERED!!!


Honorable Mikell R. Scarborough
Master-in-Equity for Charleston County

2/5 2014

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Belle Hall Plantation Homeowner's
Association, Inc.)

Plaintiffs,)

vs.)

John A. Murray, Trustee of John E.
Murray Gloria C. Murray
Family Trust,,)

Defendants.)

David Conor Keys & Karen Keys)

Third Party – Purchasers)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO. 2013-CP-10-4248

**ORDER DENYING MOTION TO
RECONSIDER**

FILED
2015 APR -9 PM 3:10
JULIE J. ARMSTRONG
CLERK OF COURT
RY

This case has a somewhat tortured history but is before me today on Defendant Third Party Purchasers' Motion to determine its status as a "Bona Fide Purchaser For Value," as that term is defined in S.C. Code Ann. § 15-39-870.

This court has previously determined that the Defendant Murray in this case did not receive Due Process notice by way of service of the Summons and Complaint in this matter. That issue is currently on appeal.

Today's question before the court arises from the case of Bloody Point v. Ashton, 410 S.C. 62; 762 S.E.2d 729 (Ct. App. 2014). The Court of Appeals opinion confirmed an HOA foreclosure sale in Beaufort County, challenged by the defaulting homeowner on virtually the same basis as the case before me today. The Ashton decision came down on August 20, 2014, the same day this Court's order denying the Third Party Purchaser's motion for relief was filed.



In Ashton, the Beaufort Master-in-Equity found the Defendants had been given Due Process and that the purchaser's status as a bona fide purchaser for value ("BFP") entitled them to purchase the property. The Master confirmed the propriety of the judicial sale.

Ashton discussed several issues relevant to this court's decision including:

- 1) The public policy requiring the validity of judicial sales be upheld if, in reason and justice, it can be done.
- 2) The Standard of Review to determine whether to set aside a foreclosure sale is within the discretion of the trial court.

As an abuse of discretion standard, the issue for review is whether the trial court was controlled by an error of law or based its decision upon unsupported factual conclusions. Under this standard, each case is distinguished based upon the particular facts and circumstances which arise. The trial court has a range of discretion to determine how the issue should be decided.

In Ashton, the defaulting owners were from Pennsylvania, and despite four attempts to serve them at their home address by their local Sheriff, the trial court determined that they were to be served by publication. Here, the Plaintiff attempted service at three of the five addresses it had available to it before they pursued Service by Publication on the local Charleston County owner. This was a significant factor in this Court's determination, under Rule 60, that the judgment was Void for lack of service, despite the Clerk of Court's entry of default.

Purchasers claim their status as a BFP provides that, regardless of irregularities in the process, they should be entitled to rely upon the judicial sale as being effective despite any irregularities in the process.

This Court finds that the Purchasers met the first two tests of a BFP:

- 1) they actually paid the purchase price; and



2) they acquired legal title to the property – by payment of the bid price to the Master-in-Equity of the amount owed and receipt of a Master's Deed to the property.

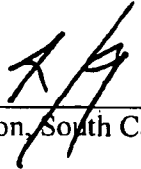
However, the Court finds, upon further inquiry that the Keys do not meet the third (3) prong of the test to qualify as a BFP because they did not “in good faith and with integrity of dealing, without notice of a lien or defect,” acquire the deed.

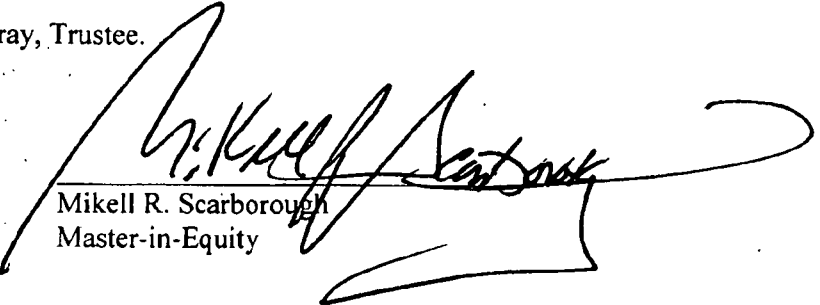
The record establishes that the Purchasers, with notice of a potential claim from the defaulting owner, rushed to the court to pay the balance due and then, after service of the Motion to Vacate the Sale, had the deed recorded at the RMC Office. Therefore, the Court finds the Keys did not act in good faith and with integrity of dealing, without notice of a lien or defect. In fact, the Keys had notice of a defect in the proceedings prior to paying the purchase price and acquiring legal title to the property. This is not the type of action which, in reason and justice, this court finds the public policy requiring the validity of judicial sales be upheld.

Keys argues that the sales date – not the deed issuance date - determines when the notice of a defect should be known; however, this court finds, based upon its experience that no fixed date can determine when the interests of justice dictate a sale should be overturned.

The Court finds the Keys are not a BFP for Value as defined by statute and so are not entitled to the protections afforded them under § 15-39-870 as bona fide purchasers for value. Accordingly, the court affirms its decision to overturn the judicial sale and return legal title to the real property to Defendant John A. Murray, Trustee.

AND IT IS SO ORDERED!


_____, 2015
Charleston, South Carolina


Mikell R. Scarborough
Master-in-Equity

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

Belle Hall Plantation Homeowners Association, Inc.

Plaintiff(s)

vs.

John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust et al

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

CP

2013 CP 10 4 2 4 8

(Please Print)

Submitted By: Stephanie C. Trotter

McCabe, Trotter & Beverly, P.C.

140 Stoneridge Drive Suite 650 Columbia, SC 29210

SC Bar #:

77680

Telephone #:

803-724-5000

Fax #:

803-724-5001

Other:

E-mail:

Stephanie.trotter@mccabetrotter.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete.

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts**
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ Employment (120)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Other (199)

- Torts - Professional Malpractice**
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)
- Previous Notice of Intent Case #
20 -CP-
- ☐ Notice/File Med Mal (230)
- ☐ Other (299)

- Torts - Personal Injury**
- ☐ Assault/Slander/Libel (300)
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Other (399)

- Real Property**
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☒ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499)

- Inmate Petitions**
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

- Administrative Law/Relief**
- ☐ Reinstat Drv License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture-Consent Order (850)
- ☐ Other (899)

- Judgments/Settlements**
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript of Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement
- ☐ Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)

- Appeals**
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Commission (990)
- ☐ Employment Security Commission (991)

Special/Complex/Other

- ☐ Environmental (600)
- ☐ Automobile Arb (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Sexual Predator (510)

- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of-State Depositions
- ☐ Motion to Quash Subpoena in Out-of-County Action (660)

- ☐ Other (799)

- ☐ Other (999)

Submitting Party Signature:

Date: July 19 2013

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et seq.

SCCA/234 (04/2012)

RECORD 054

Page 1 of 2

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

7-22-13
4:35pm

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

DOCKET NO. 13-CP-10-4248

Belle Hall Plantation Homeowners Association, Inc.
Plaintiff,

**LIS PENDENS
(NON-JURY)**

v.

John A. Murray, Trustee of John E. Murray and
Gloria C. Murray Family Trust ,

Defendant(s).

FILED
2013 JUL 22 PM 4:16
JULIE J. ARISTIDE
CLERK OF COURT
BY

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a homeowner's assessment lien on the following real estate:

All that certain piece, parcel or lot of land, with residential improvements thereon, situate, lying and being in Mount Pleasant, South Carolina designated as lot 378 on a plat by Southeastern Surveying, Inc., dated June 28, 1993 entitled "A FINAL SUBDISVION PLATE OF THE VERANDA, PHASE 1A-1, BELLE HALL PLANTATION, TRACT IV OWNED BY PLANTAION PARTNERS LIMITED PARTNERSHIP LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY SOUTH CAROLINA", said plat being recorded in the RMC Office for Charleston County in Plat Book CN, Page 100. Said property having such size, shape, metes and bounds as is more specifically shown on said Plat which is incorporated herein by reference.

This being the same property given to John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust by deed of John E. Murray and Gloria C. Murray dated 10/26/2011 and recorded in the Charleston County Register of Deeds Office on 10/26/2011 in Book 0213 at Page 942.

Property Address: 378 Jardinere Walk

TMS: 5370700058

S. Trotter

Stephanie C. Trotter
McCabe, Trotter & Beverly, P.C.
140 Stoneridge Drive Suite 650
Post Office Box 212069 (29221)
Columbia, SC 29210 803-724-5002
Email: Stephanie.Trotter@mccabetrotter.com
Attorneys for Plaintiff

Columbia, South Carolina
July 18, 2013

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

DOCKET NO. **2013 CP 10 4 2 4 8**

Belle Hall Plantation Homeowners Association, Inc.,
Plaintiff,

**SUMMONS
(NON-JURY)
FORECLOSURE OF REAL ESTATE
NON-ELIGIBLE FOR HOME
MODIFICATION PROGRAM**

v.

John A. Murray, Trustee of John E. Murray and
Gloria C. Murray Family Trust ,

Defendant(s).

FILED
2013 JUL 22 PM 4:16
JULIE J. ARMSTRONG
CLERK OF COURT

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 140 Stoneridge Drive Suite 650, Post Office Box 212069, Columbia, South Carolina 29221, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint. YOU WILL ALSO TAKE NOTICE that the Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master/special referee, pursuant to Rule 53, South Carolina Rules of Civil Procedure.



Stephanie C. Trotter
McCabe, Trotter & Beverly, P.C.
140 Stoneridge Drive Suite 650
Post Office Box 212069 (29221)
Columbia, SC 29210 803-724-5002
Email: Stephanie.Trotter@mccabetrotter.com
Attorneys for Plaintiff

Columbia, South Carolina
July 18, 2013

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Belle Hall Plantation Homeowners
Association, Inc. ,

Plaintiff,

v.

John A. Murray, Trustee of John E. Murray and
Gloria C. Murray Family Trust ,

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. **2013CP 10 4 2 4 8**

**COMPLAINT
(NON-JURY)
FORECLOSURE OF REAL ESTATE
NON-ELIGIBLE FOR HOME
MODIFICATION PROGRAM**

2013 JUL 22 PM 4:15
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

FILED

The Plaintiff herein, complaining of the acts or omissions of the Defendant(s) would show unto this Honorable Court as follows:

1. Upon information and belief, the Defendant(s) is/are a resident of the County of Charleston, State of South Carolina and the subject of this action is real property located in the County of Charleston, South Carolina.
2. Plaintiff is a corporation or other legal entity doing business in the State of South Carolina and has the right to bring this action.
3. Heretofore, on or about 10/26/2011 the Defendant(s) took possession of the property described in Exhibit A attached to this Complaint and incorporated herein by reference.
4. The herein described property is subject to governing documents for Belle Hall Plantation Homeowners Association, Inc. attached hereto as Exhibit B and incorporated herein by reference.
5. By taking possession of the property, Defendant(s) agreed to pay assessments and other charges allowed by the governing documents.
6. Pursuant to the governing documents a lien arises in favor of Plaintiff to secure payment of the unpaid charges.
7. Heretofore, on or about 05/23/2012, Plaintiff filed a Notice of Lien in connection with unpaid assessments on the herein referenced property owned by the Defendant(s).
8. Pursuant to the governing documents Plaintiff is entitled to foreclose on the aforementioned lien.
9. The Defendant(s) has failed to make consistent payments of the assessments and interest,

although demand for payment has been made, and the Plaintiff after giving all required notices, has and does hereby elect to declare the entire balance payable at once. There is now due, owing and unpaid the sum of \$1590.31 in principal, late fees, interest and other charges. Plaintiff is further entitled to recover reasonable attorney's fees and the cost of litigating this proceeding.

10. If Plaintiff secures the premises being foreclosed herein, Plaintiff's cost of securing said premises should be added to any judgment rendered on its behalf. If Plaintiff pays any utility charges constituting a lien on said premises, Plaintiff's advances should be added to any judgment rendered on its behalf.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters as set forth herein:

1. Under the direction of this Court, ascertain and determine the amount due to Plaintiff as outlined by the governing documents, together with interest of 8.75% Per annum and reasonable attorney's fees and costs as outlined in the governing documents.

2. That said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees, and for the costs of this proceeding.

3. That the premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

- a. First, to the costs and expenses of the within proceeding and said sale;
- b. Second, to the payment and discharge of the amount due under the governing documents, together with attorney's fees as aforesaid; and
- c. Third, the surplus, if any, be distributed pursuant to Rule 71, of the South Carolina Rules of Civil Procedure.

4. Plaintiff have judgment against the Defendant(s) for the full amount found to be due Plaintiff.

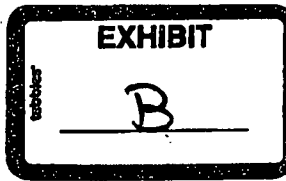
5. For such other and further relief as may be just and proper.

MCCABE, TROTTER & BEVERLY, P.C.



Stephanie C. Trotter
140 Stoneridge Drive, Suite 650
Post Office Box 212069 (29221)
Columbia, SC 29210
Phone: 803-724-5000
Fax: 803-724-5001
Email: Stephanie.Trotter@mccabetrotter.com
ATTORNEY FOR THE PLAINTIFF

Columbia, South Carolina
July 18, 2013



BELLE HALL

EXB 288P288

FILED 10-2-2008

Dec 15 2008

M R 208P6774

THIS SECOND AMENDMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR CONTAINED IN SECTION 6.11.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

) SECOND AMENDMENT TO AMENDED
) AND RESTATED
) DECLARATION OF COVENANTS AND
RESTRICTIONS FOR
BELLE HALL PLANTATION

This Second Amendment to Amended and Restated Declaration of Covenants and Restrictions for Belle Hall Plantation dated the 3rd day of July, 1997.

WHEREAS, the original Declaration of Covenants and Restrictions for Belle Hall Plantation dated May 13, 1993, was

R.M.C. Office for Charleston County in Book A-229, at Page 113; and

WHEREAS, the original Declaration was further amended by Second Amendment to Declaration of Covenants and Restrictions for Belle Hall Plantation, dated July 19, 1993, and recorded in the R.M.C. Office for Charleston County in Book R-229, at Page 408; and

WHEREAS, the original Declaration was further amended by the Amended and Restated Declaration of Covenants and Restrictions for Belle Hall Plantation, dated November 30, 1993, and recorded in the R.M.C. Office for Charleston County on December 30, 1993, in Book A-237, at Page 33; and

WHEREAS, the Amended and Restated Declaration of covenants and Restrictions was amended by Amendment to Amended and Restated Declaration of Covenants and Restrictions for Belle Hall Plantation, dated December 14, 1995, and recorded in the R.M.C. Office for Charleston County in Book G-263, at Page 9; and

WHEREAS, Plantation Partners Limited Partnership, a Maryland Limited Partnership, as the developer under the Amended and Restated Declaration of Covenants and Restrictions for Belle Hall Plantation, as amended, desires to amend said Amended and Restated Declaration of Covenants and Restrictions for Belle Hall Plantation, as amended, by increasing the amount of the initial

EXHIBIT "C"

AMENDED AND RESTATED BY-LAWS
OF
BELLE HALL PLANTATION HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the By-Laws of Belle Hall Plantation Homeowners Association, Inc. were attached as Exhibit "B" to a Declaration of Covenants and Restrictions for Belle Hall Plantation recorded in Book J227 at page 674 in the RMC Office for Charleston County, South Carolina; and

WHEREAS, under Paragraph 10(f) of said By-Laws it was provided that Plantation Partners Limited Partnership, a Maryland Limited Partnership as Developer could amend the By-Laws in the manner provided in the Declaration; and

WHEREAS, Plantation Partners Limited Partnership, a Maryland Limited Partnership now desires to amend, restate, supercede and replace the By-Laws attached as Exhibit "B" to the Declaration of Covenants and Restrictions for Belle Hall Plantation recorded in Book J227 at page 674 in the RMC Office for Charleston County, South Carolina with these Amended and Restated By-Laws of Belle Hall Plantation Homeowners Association, Inc.

NOW THEREFORE, the By-Laws of Belle Hall Plantation Homeowners Association, Inc. which were attached as Exhibit "B" to the Declaration of Covenants and Restrictions for Belle Hall Plantation which Declaration was recorded in Book J227 at page 674 in the RMC Office for Charleston County, South Carolina are hereby amended, restated, superceded and replaced by these Amended and Restated By-Laws of Belle Hall Plantation Homeowners Association, Inc.

1. INTRODUCTION

These are the Amended and Restated By-Laws of Belle Hall Plantation Homeowners Association, Inc., a non-stock, eleemosynary corporation organized under the laws of the State of South Carolina (herein-after called "the Association"), which is organized for the purpose of administering Belle Hall Plantation Subdivision (the "Subdivision"), a multi-phased planned unit development. The Subdivision is identified by the name Belle Hall Plantation and is located in Charleston County, South Carolina, as more particularly described in the Amended and Restated Declaration of Covenants and Restrictions for the Subdivision, to which these Amended and Restated By-Laws are attached as Exhibit "C" (the "Declaration"). The Developer of the Subdivision is Plantation Partners Limited Partnership, a Maryland Limited Partnership, its successors and assigns (the "Developer").

CHAR:30221

11.1.3 If the taking or sale in lieu thereof includes all or any part of a Lot and includes any part of the Common Areas, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association and the Owners so affected so as to give just compensation to the Owners of any Lot; provided, however, such apportionment may instead be resolved by the agreement of: (i) the Board of Directors; (ii) the Owners of all Lots wholly or partially taken or sold, together with the Mortgagees for such Lot; and (iii) the Developer, for so long as the Developer owns any Lot primarily for the purpose of sale.

12. ASSESSMENTS

12.1 Purpose of Assessments.

The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, and maintaining the Subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors. These assessments are in addition to any charges or assessments imposed by any Sub-Association or ownership sub-structure situate within the Subdivision as it may be constituted from time to time.

12.2 Creation of Lien and Personal Obligation of Assessments.

Each owner of a Lot by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual Assessments, such Assessments to be established and collected as provided in the Declaration and in Paragraph 12.3 hereof; (b) special assessments, such assessments to be established and collected as provided in the Declaration and in Paragraph 12.4 hereof; and (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to fines as may be imposed against such Lot in accordance with the provisions of these By-Laws and of the Declaration. Any such Assessments, together with late charges as provided in the Declaration, together with court costs and reasonable attorneys' fees incurred to enforce or collect such Assessments, shall be an equitable charge and a continuing lien upon the Lot, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot, and his grantee shall take title to such Lot subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor; provided, however, the lien for unpaid assessments shall not apply to the holder of any first priority

institutional Mortgage or to the holder of any Mortgage securing a loan made by the Developer, its affiliates, successors or assigns, and who take title to a Lot through foreclosure, or to any purchaser of such Lot at such foreclosure sale until title vests at which time charges for assessments apply as to any other Owner. In the event of co-ownership of any Lot, all of such co-Owners shall be jointly and severally liable for the entire amount of such assessments. Assessments shall be paid in such manner that unless otherwise provided by the Board, the annual assessment shall be paid in equal quarterly installments.

12.3 Computation of Annual Assessments.

It shall be the duty of the Board at least thirty (30) days prior to the commencement of the Association's fiscal year to prepare and adopt a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution of reserve account if necessary for the capital needs of the Association. The total annual assessments shall be divided among the Lots equally, except as provided in the Declaration, so that each Lot except Lots owned by the Developer, a Sub-Developer or a Builder, shall be subject to equal annual assessments. The Association's budget shall be revisable by the Board, without the necessity of approval by the Owners. In the event the Board fails for any reason to determine the Budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessment in effect for the then current year shall be increased by five (5%) percent, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Paragraph 12.4 hereof. The Common Expenses to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

12.3.1 Management fees and expenses of administration including legal and account fees;

12.3.2 Utility charges for utilities serving the Common Areas and charges for other common services for the Subdivision, including trash collection and security services, if any such services or charges are provided or paid by the Association;

12.3.3 The cost of any policies of insurance purchased for the benefit of all Owners and the Association as required or permitted by the Declaration, including fire, flood and other hazard coverage, public liability coverage and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Owners;

CHAR:30221

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12.8 Effect of Nonpayment; Remedies of the Association.

Any Assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. A lien and equitable charge as herein provided for each Assessment shall be attached simultaneously as the same shall become due and payable, and if an Assessment has not been paid within thirty (30) days, the entire unpaid balance of the annual Assessment may be accelerated at the option of the Board and declared due and payable in full. The continuing lien and equitable charge of such Assessment shall include all costs of collection (including reasonable attorneys' fees and court costs) and any other amounts provided or permitted hereunder or by law. In the event that the Assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot, and an Owner shall remain personally liable for Assessments, and late charges which accrue prior to a sale, transfer or other conveyance of his Lot.

In the event that any Lot is to be sold at the time when payment of any Assessment against the Owner of such Lot to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the proceeds of such purchase shall, after payment of those sums given priority by S.C. Code Ann. Section 27-31-200 (1976) be applied by the purchaser first to payment of any then delinquent Assessment or installment thereof due to the Association before the payment of any proceeds of purchase to the Owner who is responsible for payment of such delinquent Assessment.

In any voluntary conveyance of any Lot (other than deed in lieu of foreclosure as set forth above), the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing to it.

12.9 Certificate.

The Treasurer, any Assistant Treasurer or the manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by the said Treasurer, Assistant Treasurer or manager of the Association setting forth whether the Assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, late charges and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Assessments stated therein to have been paid.

12.10 Date of Commencement of Annual Assessments.

The annual assessments provided for herein shall commence as to each Lot as set forth the Declaration.

13. RULE MAKING

13.1 Rules and Regulations.

Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots and the Common Areas and facilities located thereon, including without limitation the Recreational Amenities. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations which shall govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides and other chemicals. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulation be specifically overruled, canceled or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association, provided

Exhibit A

All that certain piece, parcel or lot of land, with residential improvements thereon, situate, lying and being in Mount Pleasant, South Carolina designated as lot 378 on a plat by Southeastern Surveying, Inc., dated June 28, 1993 entitled "A FINAL SUBDISVION PLATE OF THE VERANDA, PHASE 1A-1, BELLE HALL PLANTATION, TRACT IV OWNED BY PLANTAION PARTNERS LIMITED PARTNERSHIP LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY SOUTH CAROLINA", said plat being recorded in the RMC Office for Charleston County in Plat Book CN, Page 100. Said property having such size, shape, metes and bounds as is more specifically shown on said Plat which is incorporated herein by reference.

This being the same property given to John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust by deed of John E. Murray and Gloria C. Murray dated 10/26/2011 and recorded in the Charleston County Register of Deeds Office on 10/26/2011 in Book 0213 at Page 942.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-10-4248

Belle Hall Plantation Homeowners Assoc, Inc

Plaintiff,

vs.

JOHN A. MURRAY, TRUSTEE

Defendant.

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:
Stephanie Trotter, Bar No. _____
Address:
140 Stoneridge Drive Ste 650,
Columbia, SC 29210
Phone: 803-724-5000 Fax 803-724-5001
E-mail:
stephanie.trotter@mccabetrotter.com Other: _____

Defendant's Attorney:
Amanda Reece, Bar No. 81252
Address:
871 Lowcountry Blvd. Ste 200
Mount Pleasant, SC 20464
Phone: 843-209-9830 Fax 843-628-3466
E-mail: amanda@reecelawfirmllc.com Other: _____

- ☒ **MOTION HEARING REQUESTED** (attach written motion and complete SECTIONS I and III)
☐ **FORM MOTION, NO HEARING REQUESTED** (complete SECTIONS II and III)
☐ **PROPOSED ORDER/CONSENT ORDER** (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Rule 59, 60 motion to vacate entry of default and Judgment of foreclosure
Estimated Time Needed: 15 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: \$ _____
☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

- ☐ MOTION FEE COLLECTED: \$ _____
☐ CONTESTED - AMOUNT DUE: \$ _____

71

RECORD 067

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Belle Hall Plantation Homeowner's
Association, Inc.)

Plaintiff,)

vs.)

John A Murray, Trustee of John E. Murray)
Gloria C. Murray Family Trust,)

Defendants.)

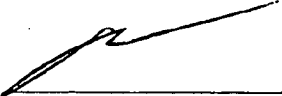
COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2013-CP-10-4248

**DEFENDANT'S MOTION
TO VACATE THE ENTRY OF
DEFAULT AND JUDGMENT
AND TO SET ASIDE THE SALE**

FILED
2014 MAY 19 PM 1:33
JULIE J. ARMSTRONG
CLERK OF COURT

YOU WILL PLEASE TAKE NOTICE that defendant John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust will move in 10 (ten) days at the Charleston County Courthouse, or at such other time that the court deems proper, for an order pursuant to SCRPC Rule 59 or, alternatively Rule 60, requesting that the court vacate its entry of default, its order of foreclosure, and set aside the sale of the property held on May 6th, 2014. The grounds for this motion are that the plaintiff presented a false, misrepresentative or fraudulent, and fatally defective affidavit of due diligence to the court in obtaining the court's order for service of the summons and complaint by publication. The affidavit lacked evidentiary support. The address of the defendant's residence was readily available to the plaintiff and a matter of public record.

WHEREFORE the defendant prays for the relief requested herein, for a trial on the merits, and for such other relief as the court deems just


Amanda M. Reece
REECE LAW FIRM, LLC
871 Lowcountry Blvd, Ste 200
Mt. Pleasant, SC 29464
Direct no. 843.209.9830
amanda@reecelawfirmllc.com

16th day of May, 2014

CERTIFICATE OF SERVICE

13 CP-10-4248

This is to certify that the undersigned has, on this 15th day of May, served the attached ***Motion*** in the above-captioned action on plaintiff's counsel and the successful bidder at the foreclosure sale to this cause as indicated below by depositing a copy hereof, postage prepaid, the United States mail to the following addresses:

Stephanie C. Trotter, Esq.
140 Stoneridge Drive Suite 650
Columbia, SC 29210

David Conor Keyes
843 Robert E. Lee Blvd.
Charleston, SC 29412

FILED
2014 MAY 19 PM 1:34
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____



Amanda Reece (SC Bar #81252)
Reece Law Firm, LLC
871 Lowcountry Blvd. #200
Mount Pleasant, SC 29464

May 15th, 2014

REECE LAW FIRM, LLC
871 LOWCOUNTRY BLVD., SUITE 200
MT. PLEASANT, SC 29464
TELEPHONE 843•209•9830
FACIMILE 843•628•3466

AMANDA REECE
amanda@reecelawfirmllc.com
www.reecelawfirmllc.com

Honorable Julie J. Armstrong
Clerk of Court
100 Broad Street, #106
Charleston, South Carolina, 29401

Re: c/a 2013 –CP-10-4248

*Belle Hall Plantation Association vs. John A. Murray, Trustee of John E. Murray and
Gloria C. Family Trust*

Dear Ms. Armstrong,

May 15th, 2014

Enclosed please find in duplicate a certificate of service and motion on behalf of the defendant to vacate the entry of default and judgment of foreclosure and to set aside the sale.

Enclosed please also find a check in the amount of \$25.00 for the motion fee.

Please file and return a clocked copy to me in the postage-paid, self addressed envelope.

Warm regards,



Amanda Reece

Cc: Stephanie Trotter, Esq.
David Conor Keyes, Esq.

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)

NINTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-10-4248

Belle Hall Plantation Homeowner's
Association, Inc.

MOTION AND ORDER INFORMATION

Plaintiff,)

FORM AND COVERSHEET

vs.)

John A. Murray, Trustee of John E. Murray)
Gloria C. Murray Family Trust)

Defendant.)

Third Party

Plaintiff's Attorney:

D. Conor Keys, Bar No. 100148

Address:

843 Robert E Lee Blvd

Phone: 843-906-3998 Fax _____

E-mail: dconorkeys@gmail.com Other: _____

Defendant's Attorney:

Amanda Reece, Bar No. _____

Address:

871 Low Country Blvd. #200

Mt. Pleasant, SC 29464

Phone: _____ Fax _____

E-mail: _____ Other: _____

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

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

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

SECTION I: Hearing Information

Nature of Motion: Mtn to stay

Estimated Time Needed: 15 min.

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.

D. C. Keys
Signature of Attorney for ☐ Plaintiff / ☒ Defendant *Third Party* Date submitted *7/22/14*

SECTION III: Motion Fee

☒ **PAID - AMOUNT: \$** _____

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, 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: _____

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Belle Hall Plantation Homeowner's
Association, Inc.)

Plaintiff,)

vs.)

John A Murray, Trustee of John E. Murray)
Gloria C. Murray Family Trust,)

Defendant(s))

David Conor Keys & Karen Keys)

Third Party – Purchasers)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2013-CP-10-4248

**MOTION TO STAY THE ORDER
VACATING THE SALE AND ORDER
OF FORECLOSURE AND FOR AN
ORDER OF SUPERSEDEAS**

FILED
2014 JUL 22 PM 12:54
JULIE J. ARMSTRONG
CLERK OF COURT
BY 

TO: THE HONORABLE MIKELL R. SCARBOROUGH, AMANDA REECE ATTORNEY
FOR THE DEFENDANT, AND STEPHANIE TROTTER ATTORNEY FOR THE
PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that ten days from the filing of this Motion, or as soon thereafter as it may be heard, the Third-Party Purchasers, David Conor Keys and Karen Keys (hereinafter "Third-Party Purchasers"), will move before this Court pursuant to Rules 62 and 65, SCRCP, Rule 241, SCARC, as well as pursuant to all other applicable rules, statutes or other applicable law, for an Order of Supersedeas staying the Order Vacating the Sale and Order of Foreclosure and further staying or enjoining the Master in Equity from voiding, terminating, or canceling the Master's Deed dated May 16, 2014, which conveys title to the Third-Party Purchasers, and was recorded in the RMC office of Charleston County on May 23, 2014, in Book 0406 at Page 909. The Third-Party Purchasers request the stay until after the resolution of the Third-Party Purchasers Motion for Reconsideration of the Order Vacating the Sale and Order

of Foreclosure and if said Motion for Reconsideration is denied and until after the resolution of the appeal by the Third-Party Purchasers, said appeal to be filed in the event the Third-Parties Purchasers Motion for Reconsideration is denied by the Court.

The Third-Party Purchasers further move for an Order of Supersedeas whereby Third-Party Purchasers respectfully request that the Court hold in bond the proceeds from sale which Third-Party Purchasers tendered as the purchase price for the foreclosure sale. The Third-Party Purchasers request that Court Grant this Order in order to preserve the Third-Party Purchasers title to the property. This Motion will be supported by the pleadings in this matter, the public records for this action and the office of the Charleston County RMC, and any applicable statutes, case law, affidavits, memoranda, or other evidence which the Third-Party Purchasers may submit to the Court at the time of the hearing in this matter.

Third-Party Purchasers move on the following grounds:

1. On or about March 26, 2014, the Defendant, John A Murray (hereinafter "Defendant") received a notice of foreclosure hearing in this matter. (Affidavit of Defendant filed July 3, 2014).
2. On April 8, 2014, the Court filed an Order of Foreclosure and Sale in this matter
3. On May 6, 2014, the Court sold the subject property at auction where upon the Third-Party Purchasers were the successful bidders bidding \$100,000.00.
4. On May 16, 2014 the Master executed a deed to the subject property in favor of the Third-Party Purchasers (hereinafter "TP Deed"), making the Third-Party Purchasers Bona Fide Purchasers for Value.
5. On May 19, 2014, the Defendant filed a Motion to Vacate the entry of Default and Judgment and to Set Aside the Sale pursuant to Rules 59 and 60, SCRPC.

6. On July 3, 2014, The Court held a hearing upon Defendant's Motion to Vacate, all parties and/or their counsel were present at the hearing.

7. On July 11, 2014 by tele-conference with all of the parties counsel, the Court informed the parties that the Court would granted Defendant's Motion to Vacate and an Order stating the same would be prepared and filed in the matter.

8. At present that Court is possession of the proceeds of the sale paid to the Court by the Third-Party Purchasers.

9. If the Order to Vacate is granted and the TP Deed is voided, canceled, or terminated by the Master, the Third-Party Purchasers will be permanently and substantially prejudiced and will suffer irreparable harm.

10. Generally injunctive relief is appropriate where the party can demonstrate he will suffer irreparable harm, has a likelihood of success on the merits, and an inadequate remedy at law. Scratch Golf v. Dunes West, 361 S.C. 117, 603 S.E.2d 905 (2004); County of Richland v. Simpkins, 348 S.C. 664, 560 S.E.2d 902, 904 (Ct. App. 2002).

11. In this case all three of the criteria are satisfied.

12. For a couple of years prior to the sale of the property the Defendant rented the subject property to one family (hereinafter "Tenants"). After the sale of the property the Third-Party Purchasers have rented the property to the same Tenants and intend to continue to rent the property until the resolution of these legal proceedings.

13. If the Court were to void or cancel the TP Deed and deny the Third-Party Purchasers Motion for Reconsideration, then the Third-Party Purchasers will file an appeal of the Order granting the Motion to Vacate. If the Third-Party Purchasers were to be successful upon appeal of the matter, then they would still be irreparably harmed by the loss of tens of thousands

of dollars of rental income not earned during the pendency of the appeal, and would subsequently be without means or adequate remedy at law to redress that loss.

14. By contrast if the Court were to grant the Order of Supersedeas holding the proceeds from sale in bond, the Defendant's interest in the property is protected in the event that the subsequent appeal led to the upholding the Order granting the Motion to Vacate. The amount of the proceeds from sale currently in the possession of the Court is many times larger than the income which the Defendant would receive renting the property to the Tenants as he had for the years prior to the sale.

15. It should be noted while the matter is on appealed neither the Defendant nor the Third-Party Purchasers would likely be able to sell the property as appeal would cloud the title to the property and therefore the Defendant and Third-Party purchasers standing on equal footing in regard to the alienability of the property at present.

16. Third-Party Purchasers also stand to be irreparably harmed and prejudiced if the TP Deed were to be voided or canceled by the Master, and thereafter the Third-Party Purchasers were successful in appealing this matter, because there is reason to believe that during the pendency of an appeal the Defendant would allow waste to occur in regards to the Property.

17. The Tenants have informed the Third-Party Purchasers that prior to the sale of the property they had informed the Defendant on a number of occasions that they roof of the property requires repair and is causing water damage to the property. The Third-Party Purchasers have seen the damage first hand and even addressed the damage in discussions with Defendant's counsel. However, Defendant failed for a protracted period of time to remedy the roof defect and water damage, and given is past inactions there is reason to believe that if Defendant were to regain title to the property during the pendency of the appeal, further inaction

on the part of Defendant would lead to greater waste in regard to the property, which would irreparably harm Third-Party Purchasers if The TP Deed was voided by the Master and then subsequently TP Purchasers were to regain title after appeal.

18. The Third-Party Purchasers would also assert that they are likely to succeed on the merits of the appeal, because our State Courts of Appeal have issued controlling and dispositive case law on the issues which would be before the Court of Appeals.

19. Third-Party Purchasers are Bona Fide Purchasers for Value and therefore the sale is final. Robinson v. Estate of Harris, 378 S.C. 140 662 S.E.2d 420 (Ct. App. 2008).

20. A trial court does not have the authority to overrule a finding of the clerk of court as to a finding of due diligence of attempted service. Montgomery v. Mullins, 480 S.E.2d 467 (Ct. App. 1997).

21. There being no evidence of fraud and further the Court did not make a finding of fraud, therefore the Order of Publication is final. Wachovia Bank of S.C. v. Player, 341 S.C. 424, 535 S.E.2d 128 (2000). Further a finding of fraud must be established by clear and convincing evidence. Turner v. Milliman, 392 S.C. 116, 125, 708 S.E.2d 766, 770 (2011).

22. For the reasons stated above Defendant will not suffer prejudiced or permanent loss if the Master in Equity orders the proceeds from the sale to be held as a supersedeas bond and stays the voiding or cancelation of the TP Deed until the resolution of the Motion for Reconsideration and if denied the subsequent Appeal of the Order Vacating the Sale.

23. An equitable stay may be invoked if justified by circumstances which outweigh potential harm to the party against whom it is operative. These circumstances are present in the instant action.

24. The intent and purpose of posting a bon is that the appellant will not commit or suffer to be committed any waste thereon. In this case the subject property in this action is not at risk of waste and further would be secured by the granting of an Order of Supersedes as requested. By contrast if the court were to void or cancel the TP Deed then there a risk that Defendant will commit or suffer to be committed waste upon the property as described above and at a minimum Third-Party Plaintiff's will be irreparably harmed.

The undersigned hereby certifies and affirms in accordance with Rule 11(a) of the South Carolina Rules of Civil Procedure that prior consultation with opposing counsel for the purpose of resolving the matter, will serve no useful purpose.

PLEASE BE PRESENT TO DEFEND IF SO MINDED.

RESPECTFULLY SUBMITTED



D. Conor Keys
843 Robert E. Lee Blvd.
Charleston, SC 29412
Phone: 843-906-3998

~~OCCEOTYCS~~

Attorney for Third Party Purchasers

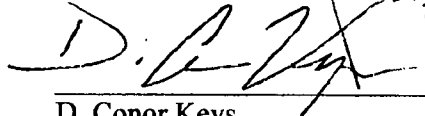
July 22, 2014
Charleston, SC

CERTIFICATE OF SERVICE

I certify that on this ²³21 day of July 2014, a copy of the within Third-Party Purchasers Motion to Stay was delivered by hand, addressed to opposing counsels as follows:

Amanda Reece
Reece Law Firm, LLC
871 Low Country Blvd. #200
Mt. Pleasant, SC 29464

Stephanie C. Trotter
140 Stoneridge Drive Suite 650
Columbia, SC 29210
P.O. Box 212069
Columbia SC 29221

BY 
D. Conor Keys

FILED
2014 JUL 22 PM 12:54
JULIE J. ARMSTRONG
CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

Dele Hall Plantation Homeowners
Plaintiff,

vs.

John A. Manning, Trustee
Defendant.

IN THE COURT OF COMMON PLEAS

9th JUDICIAL CIRCUIT

CASE NO.: 2013-CP-10-4248

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Plaintiff's Attorney: <u>Stephanie Trute</u> _____, Bar No. _____ Address: <u>1405 P.O. Box 212069</u> <u>Columbia, SC 29221</u> Phone: _____ Fax _____ E-mail: _____ Other: _____		Defendant's Attorney: <u>100/48</u> _____, Bar No. _____ Address: <u>843 Robert E. Lee Blvd</u> <u>Charleston, SC 29412</u> Phone: _____ Fax _____ E-mail: _____ Other: _____	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: _____ 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. <u>D. A. King</u> <u>Third Party</u> <u>8/1/14</u> Signature of Attorney for ☐ Plaintiff ☒ Defendant Date submitted			
SECTION III: Motion Fee			
☒ PAID - AMOUNT: \$ <u>25.00</u> ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: _____ Date Filed: _____ ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
Belle Hall Plantation Homeowner's)
Association, Inc.)
Plaintiff,)
vs.)
John A Murray, Trustee of John E. Murray)
Gloria C. Murray Family Trust,)
Defendant(s))
David Conor Keys & Karen Keys)
Third Party – Purchasers)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2013-CP-10-4248

**MOTION TO RECONSIDER THE
ORDER VACATING THE JUDGMENT
OF FORECLOSURE AND SETTING
ASIDE THE SALE**

FILED
2014 AUG -1 AM 11:46
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

TO: THE HONORABLE MIKELL R. SCARBOROUGH, AMANDA REECE ATTORNEY
FOR THE DEFENDANT, AND STEPHANIE TROTTER ATTORNEY FOR THE
PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the Third-Party Purchasers, David Conor
Keys and Karen Keys (hereinafter "Third-Party Purchasers"), will move before the Master-In-
Equity for Charleston, County, at chambers, Charleston County Courthouse, Charleston, South
Carolina, at such place and time as the court may appoint, in order for the Court to reconsider
that certain Order Vacating the Judgment of Foreclosure and Setting Aside the Sale filed on July
22, 2014, (hereinafter "Order") and received by Third-Party Purchasers on July 25, 2014. Third-
Party Purchasers make this motion pursuant to all applicable Rules of Civil Procedure including
but not limited to Rule 52, 55, 59, 60, 70, 71, SCRPC. This Motion will be supported by the
pleadings in this matter, the public records for this action and the office of the Charleston County

RMC, and any applicable statutes, case law, affidavits, memoranda, or other evidence which the Third-Party Purchasers may submit to the Court at the time of the hearing in this matter.

Third-Party Purchasers move on the following grounds:

1. On or about May 23, 2012, Plaintiff, Belle Hall Plantation Homeowner's Association, Inc. (hereinafter "Plaintiff"), caused to be filed a Notice of Lien upon the subject property in the amount of \$1,1103.28. Over a year later on July 22, 2013, Plaintiff filed a Lis Pendens, Summons, and Complaint in this action against Defendant.
2. On September 19, 2013, Plaintiff filed three affidavits of non-service of Defendant.
3. On September 30, 2014, Plaintiff filed an affidavit of publication.
4. On October 4, 2013, the Clerk of Court issued an Order of Publication.
5. On December 18, 2013, Plaintiff filed an affidavit of default as to John A. Murray as trustee of John E. Murray and Gloria C. Murray Family Trust.
6. On December 23, 2013, John A. Murray as trustee of John E. Murray and Gloria C. Murray Family Trust granted the subject property by quit claim deed to John A. Murray.
7. On December 27, 2013, an Order of Reference was issued in this matter.
8. On March 18, 2014, a final foreclosure hearing was held in this matter.
9. On or about March 26, 2014, Defendant John A. Murray as Trustee of the John E. Murray Gloria C. Murray Family Trust (hereinafter "Defendant") received notice of the final hearing. (Rebuttal Affidavit of John Murray, filed July 3, 2014).
10. On April 8, 2014, the Order of Foreclosure was filed in this matter wherein the Court held the Defendant was in default.

11. On May 6, 2014, the subject property was sold at auction by the Court to the Third-Party Purchasers and Third-Party Purchasers tendered to the Court five percent of the purchase price as required by the Court for the sale of the property.

13. On May 7, 2014, the Court noted on the Record that the Property had been sold to the Third-Party Purchasers.

14. On May 16, 2014, Third-Party Purchasers tendered the remainder of the purchase price to the Court pursuant to their agreement with Court.

15. On May 16, 2014, the Court conveyed the subject property to the Third-Party Purchasers by a Master's Deed.

16. On May 19, 2014, two months after Defendant received notice of the final hearing in this matter, Defendant filed a Motion to vacate the entry of default and judgment and to set aside the sale pursuant to Rule 59 or alternatively Rule 60, SCRCP, on the grounds "that the Plaintiff presented a false, misrepresentative or fraudulent, and fatally defective affidavit of due diligence to the court in obtaining the court's order for service of the summons and complaint by publication."

17. On June 30, 2014, Defendant filed an affidavit in this matter stating that he resides at 1574 Hidden Bridge Drive, rather than the Subject Property; that "[he] was never served with the Summons and Complaint of Foreclosure nor did receive *any* notices regarding the foreclosure; and that "[he] only became aware of the foreclosure proceeding after the sale." (Affidavit of John A. Murray, filed June 30, 2014).

18. On July 3, 2014 Plaintiff filed an Affidavit and Memorandum in Opposition to the Motion in this matter; Defendant filed an Affidavit of the Auditor and a Rebuttal Affidavit of John Murray; and Third-Party Purchasers filed a Memorandum in Opposition to the Motion.

19. On July 3, 2014, a hearing was held on Defendant's Motion to Vacate at the close of which the Court stated that it would take the matter under advisement.

20. On July 11, 2014, the Court informed the parties that the Motion would be granted and an order stating as much would be filed.

21. On July 22, 2014, at 10:30 a.m., Third-Party Purchasers filed a Motion to Stay the Order Vacating the Sale and Order of Foreclosure and for an Order of Supersedeas.

22. On July 22, 2014, at 2:35 p.m., the Court issued an Order stating: "[t]he Court finds that in the interest of equity and for good cause shown the Defendant's motion be granted."

23. "South Carolina Code section 15-39-870 provides as follows: Upon the execution and delivery by the proper officer of the court of a deed for any property sold at a judicial sale under a decree of a court of competent jurisdiction that proceedings under which such sale is made shall be deemed res judicata as to any and all bona fide purchasers for value without notice, notwithstanding such sale may not subsequently be confirmed by the court. S.C. Code Ann. § 15-39-870 (2005). The rationale for the statute is the well-established public policy of protecting good faith purchasers and upholding the finality of a judicial sale." Robinson v. Estate of Harris, 378 S.C. 140 662 S.E.2d 420 (Ct. App. 2008) A purchaser may assert a plea in equity of a bona fide purchaser for value, without notice of defect in his title, by showing (1) he has actually paid in full the purchase money (giving security for the payment is not sufficient, nor is past indebtedness a sufficient consideration); (2) he purchased and acquired the legal title, or the best right to it; and (3) he purchased bona fide, *i.e.*, in good faith and with integrity of dealing, without notice of a lien or defect. The bona fide purchaser must show all three conditions — actual payment, acquiring of legal title, and bona fide purchase — occurred before

he had notice of a title defect or other adverse claim, lien, or interest in the property. Spence v. Spence, 368 S.C. 106, 628 S.E.2d 869 (2006).

In this case, Third-Party Purchasers are Bona Fide Purchasers for Value, who purchased the property in good faith from the Court at judicial sale on May 6, 2014 paying the required five percent that day, and timely paying the remainder on May 16, 2014. At the time of sale the Court instructed the Third-Party purchasers that as the successful bidder Third-Party Purchasers had entered into an agreement with the Court whereby if they failed to timely tender the remainder of the purchase they could be held liable for damages and would lose the five percent payment tendered to the Court the day of the sale. The Master conveyed the property to Third-Party Purchasers by Deed on Friday, May 16, 2014. Thereafter on May 16, 2014, Defendant's Attorney emailed the Third-Party Purchasers a copy of Defendant's Motion to Vacate which was subsequently filed on May 19, 2014. The following Friday on May 23, 2014, the Master's Office contacted Third-Party Purchasers to inform them they could now pick up the Deed from the Master's Office. On May 23, 2014, the Third-Party Purchaser recorded the Deed in the RMC Office. The Third-Party Purchasers in recording Deed were of the opinion and belief that the Master's Deed Conveying the Property to the Third-Party Purchasers was valid, enforceable and without defect because it was based upon the Master's Order of Foreclosure and Sale, a good faith purchase of the property at judicial sale on May 6, 2014, and payment in full by the Third-Party Purchasers. Further the deed was not delivered to the Third-Party Purchasers by the Court until after the Master had actual knowledge of the of the Defendant's Motion to Vacate.

Third-Party Purchaser's contend that they are Bona Fide Purchasers for Value and therefore the sale cannot be set aside. The Master's Order does not address the Third-Party Purchaser's assertion that they are Bona Fide Purchaser's for value. Moreover, prior to the

Order Defendant did not offer evidence or contest the assertion that Third-Party Purchasers are Bona Fide Purchasers for Value. A party cannot raise a defense to an asserted issue by way of a Rule 59(e) motion which could been raised prior to the order. See Patterson v. Reid, 456 S.E. 2d 436 (Ct. App. 1995); In re Beard, 359 S.C. 351, 597 S.E.2d 835 (Ct. App. 2004) (quoting Patterson); Gainey v. Gainey, 382 S.C. 414 675 S.E.2d 792 (Ct. App. 2009) (citing Patterson).

24. The Order states: “[t]he Court finds that in the interest of equity and for good cause shown the Defendant’s motion be granted.” The Order does not state whether the Order is being granted based upon Rule 59 or 60, SCRPC which are the two rules Defendant asserted his motion was based upon. Third-Party Purchasers would respectfully assert that evidence or grounds, sufficient to grant a motion pursuant to either is not present before the Court and it was an abuse of discretion to grant the Motion based upon either rule.

25. “A motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order.” Rule 59, SCRPC. The established case law is that a trial judge loses jurisdiction over a case when the time to file post-trial motions has elapsed. In re Beard, 597 S.E.2d 835 (Ct. App. 2004) (Citing Pitman v. Republic Leasing Co., 351 S.C. 429, 579 S.E.2d 187 (Ct. App. 2002); Ness v. Eckerd Corp., 350 S.C. 399, 402, 566 S.E.2d 193, 195 (Ct. App. 2002) (“Although trial judges retain jurisdiction to alter judgments on their own initiative for ten days if a Rule 59(e) SCRPC, motion is filed, after ten days that jurisdiction is lost.”). In this case the Court filed the Order of Foreclosure and Sale on April, 8, 2014. Defendant did not file his Motion under Rule 59, SCRPC until May 19, 2014, nearly a month and a half after the Order of Foreclosure. The Court had not retained jurisdiction to alter a judgment pursuant to a Rule 59, SCRPC, and therefore if the Court granted Defendant’s motion based upon and Rule 59, SCRPC, then Court’s Order was an abuse of discretion.

26. If the Motion could not have been granted for lack of jurisdiction based upon rule 59, SCRCF, then in the alternative Defendant's Motion states: the Motion is made alternatively under Rule 60, SCRCF. Defendant states: "the grounds for this motion are that the plaintiff presented a false, misrepresentative or fraudulent, and fatally defective affidavit of due diligence to the court in obtaining the court's order for service of the summons and complaint by publication." (Defendant's Motion to Vacate). Rule 60(b)(3) states: [o]n motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: fraud, misrepresentation, or other misconduct of an adverse party." Rule 60(b)(3), SCRCF. "Historically this Court has held that in order to obtain equitable relief from a judgment based on fraud, the fraud must be extrinsic." Raby Construction, L.L.P. v. Orr, 358 S.C. 10, 594 S.E.2d 478 (2004); Bryan v. Bryan, 220 S.C. 164, 66, S.E.2d 609 (1951); Chewning v. Ford Motor Co., 354 S.C. 72, 579 S.E.2d 605 (2003). Fraud claims require proof by clear and convincing evidence. Turner v. Milliman, 392 S.C. 116, 125, 708 S.E.2d 766, 770 (2011). To establish a claim for fraud a party must establish: 1) a representation; 2) its falsity; 3) its materiality; 4) either knowledge of its falsity or a reckless disregard of its truth or falsity; 5) intent that the representation be acted upon; 6) the hearer's ignorance of its falsity; 7) the hearer's reliance on its truth; 8) the hearer's right to rely thereon; 9) the hearer's consequent and proximate injury. Id. Here the Court did not find fraud present and therefore lacks the grounds to grant Defendant's Motion under Rule 60, SCRCF, thus the Courts granting of the Order was an abuse of discretion.

27. The Order granting Defendant's Motion to Vacate the Entry of Default and Judgment and to Set Aside the Sale, states: "for good cause shown that the Defendant's motion be granted." Good cause shown is an incorrect standard for a Motion based upon Rule 60,

SCRCP. "The standard for granting relief from an entry of default is good cause under Rule 55(c), SCRCP, while the standard is more rigorous for granting relief from a default judgment under Rule 60(b), SCRCP." Richardson v. P.V., Inc., 383 S.C. 610; 616 682 S.E.2d 263 (2009). "Rule 55(a) provides that when a party fails to respond to a complaint, the clerk shall record an entry of default. However, Rule 55(c) permits a party to move to set aside the entry of default. The standard for granting relief from an entry of default under Rule 55(c) is mere "good cause." Rule 55(c), SCRCP. . . Once a default judgment has been entered, a party seeking to be relieved must do so under Rule 60(b), SCRCP. The standard for granting relief from a default judgment under Rule 60(b) is more rigorous than the "good cause" standard established in Rule 55(c). Rule 60(b) requires a more particularized showing of mistake, inadvertence, excusable neglect, surprise, newly discovered evidence, fraud, misrepresentation, or "other misconduct of an adverse party." Rule 60(b), SCRCP. The different standards under the two rules underscore the clear intent to make it more difficult for a party to avoid a default once the court has entered a judgment, which carries greater finality, and often occurs later than, a clerk's entry of default." Sundown Operating Co., Inc. v. Intedge Indus., Inc., 383 S.C. 601, 607-08, 681 S.E.2d 885 (2009).

In this case Defendant has not sought relief under Rule 55, SCRCP. Moreover a Judgment of Default was order by the Court in the Order of Foreclosure file on April 8, 2014, wherein the Court stated: "Defendant(s) are in default." Therefore vacating the Order of judgment of default and/or foreclosure under Rule 60 would require a more particularized showing. Defendant in his motion asserted false statements, misrepresentations and fraud occurred in this matter. These are grounds under which a the motion could be granted pursuant to Rule 60(b)(3), SCRCP. However, Defendant did not make a particularized showing of

misrepresentation or fraud and the Court made no finding of fraud or misrepresentation. Good cause shown is not a proper ground to grant Defendant's motion pursuant to Rule 60, SCRCP, and the Courts granting of the Motion was an abuse of discretion.

28. The Court has no authority to overrule the clerk of Courts Order of Publication. An order for service by publication may be issued pursuant to Section 15-9-710 of the South Carolina Code when an affidavit, satisfactory to the issuing officer is made stating that the defendant, a resident of the state, cannot, after the exercise of due diligence, be found, and that a cause of action exists against him. S.C. Code Ann. 15-9-710(3). "We hold the trial court [is] without authority to overrule the finding of the clerk of court that the [defendant] could not after due diligence be found in the County and State of their last known residence." Montgomery v. Mullins, 480 S.E.2d 467 (Ct. App. 1997); see also: Charleston County Department of Social Services v. Father, 454 S.E.2d 307 (1995) (stating: "There is a long-standing rule in this State that one judge of the same court cannot overrule another.")

29. Moreover, even if the Court had the authority to overturn the Order of Publication (which Third-Party Purchasers contend it does not) "*Yarbrough* makes it clear that in absence of fraud or collusion, the decision of the officer ordering service by publication is final. Therefore, to the extent the trial court concluded the publication was invalid, we reverse." Montgomery v. Mullins, 480 S.E.2d 467 (Ct. App. 1997). "Generally absent fraud or collusion, once the issuing officer is satisfied with the supporting affidavit, the decision to order service by publication is final unless the order of publication is premised upon a facially defective affidavit. Brown v. Malloy, 546 S.E.2d 195 (Ct App 2001) (Citing: Wachovia Bank of S.C. v. Player, 341 S.C. 424, 535 S.E.2d 128 (2000). In *Player* the "Petitioner claims the process server did not use "actual" due diligence because if she had, she would have easily found him." The master denied the

petitioners motion under Rule 60, SCRCP holding that the petitioner failed to present evidence of fraud or collusion in obtaining the order for service by publication. The Supreme Court affirmed the master's order. Id.

In this case, like in Player Defendant has asserted that the affidavits of non-service and affidavit for order of publication do not evidence due diligence in the attempted service of Defendant, and had due diligence been undertaken Defendant would have been easily found. The Court's Order does not find a lack of due diligence existed, but in the event that is the reasoning for the Court's Order, the Court is without the authority to overrule the Clerk of Court finding of due diligence. Moreover, even if the Court was authorized to overrule Order of publication (which Third-Party Plaintiff's assert it is not) here as in Player the Master did not find fraud, collusion or facially defective affidavits were present.

30. The Defendant comes to the Court asking in equity that the Court overturn its Order of Foreclosure and Sale based upon an asserted lack of due diligence. However, the Defendant himself failed to undertake due diligence in discovering the Plaintiff's lien and subsequent action for foreclosure, nor upon receiving actual knowledge of the action did the Defendant under take the due diligence to make an appearance in the action prior to filing of the order of foreclosure or sale of the property. "Constructive notice is a legal inference which substitutes for actual notice. It is notice imputed to a person whose knowledge of facts is sufficient to put him on inquiry; if these facts were pursued with due diligence, they would lead to other undisclosed facts. Therefore, this person is presumed to have actual knowledge of the undisclosed facts. . . [C]onstructive or inquiry notice in the context of a real estate transaction often is grounded in an examination of the public record because it is the proper recording of documents asserting an interest or claim in real property which gives constructive notice to the

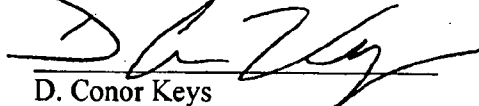
world. The recording of a document alerts all future grantees of the rights of the recorder because the law assumes the grantee will search the index and discover the interest or claim.” Spence v. Spence, 368 S.C. 106, 628 S.E.2d 869 (2006).

In this case on May 23, 2012, Plaintiff filed a Notice of Lien Against upon the subject property. Over a year later on July 22, 2013, Plaintiff filed this action against Defendant. On December 23, 2013, John A. Murray as trustee of John E. Murray and Gloria C. Murray Family Trust granted the subject property by quit claim deed to John A. Murray. On March 26, 2014, Defendant received a written notice of the final hearing. The Order of Foreclosure was not filed until April 8, 2014. The Sale of the Property was not held till May 6, 2014. However, not until May 19, 2014, did Defendant make his first appearance in this matter. Knowledge of this action is imputed to Defendant by law. Defendant is obligated to have undertook to the due diligence to discover this action, and at the very minimum should have undertaken the due diligence to make an appearance in this action prior to the Order of Foreclosure being filed and prior to the sale occurring. Defendant has now come before this asking in equity that the Court find that Plaintiff and/or the process servers did not perform due diligence of service when it is clear that Defendant failed to undertake his own due diligence with regard to this matter. One who comes to the court seeking equity must come with clean hands.

The undersigned hereby certifies and affirms in accordance with Rule 11(a) of the South Carolina Rules of Civil Procedure that prior consultation with opposing counsel for the purpose of resolving the matter, will serve no useful purpose.

PLEASE BE PRESENT TO DEFEND IF SO MINDED.

RESPECTFULLY SUBMITTED



D. Conor Keys
843 Robert E. Lee Blvd.
Charleston, SC 29412
Phone: 843-906-3998

~~CERTIFICATE OF SERVICE~~

Attorney for Third Party Purchasers

August 1, 2014
Charleston, SC

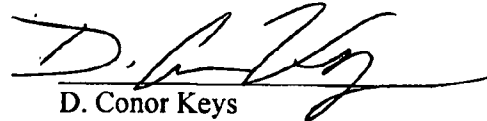
FILED
2014 AUG - 1 AM 11:49
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

CERTIFICATE OF SERVICE

I certify that on this 1 day of August 2014, a copy of the within Third-Party Purchasers Motion to Reconsider was delivered by mailed, addressed to opposing counsels as follows:

Amanda Reece
Reece Law Firm, LLC
871 Low Country Blvd. #200
Mt. Pleasant, SC 29464

Stephanie C. Trotter
140 Stoneridge Drive Suite 650
Columbia, SC 29210
P.O. Box 212069
Columbia SC 29221



D. Conor Keys

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

Belle Hall Property Owner's Association, Inc.

Plaintiff,

vs.

John A. Murray, Trustee of the John E.
Murray and Gloria C. Murray Family Trust

Defendant.

IN THE COURT OF COMMON PLEAS
9th JUDICIAL CIRCUIT

CASE NO.: 2013-CP-10-4248

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

_____, Bar No. _____

Address: _____

Phone: _____ Fax _____

E-mail: _____ Other: _____

Defendant's Attorney:

Amanda Megan Reece, Bar No. 81252

Address: _____

871 Lowcountry Blvd, Suite 200, Mt. Pleasant,
SC 29464

Phone: 843.209.9830 Fax 843.628.3466

E-mail: amanda@reecelawfirmllc.com Other: _____

☒ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and II**)

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

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

Copy Discrepancy

SECTION I: Hearing Information

Nature of Motion: *To Amend*

Estimated Time Needed: *One*

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: \$** _____

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

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

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

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

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ **MOTION FEE COLLECTED: \$** _____

☐ **CONTESTED - AMOUNT DUE: \$** _____

96

RECORD 092

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Belle Hall Plantation Homeowner's
Association, Inc.

Plaintiff,

John A Murray, Trustee of John E. Murray
Gloria C. Murray Family Trust,

Defendants.

COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2013-CP-10-4248

**DEFENDANT'S
MOTION TO AMEND
MASTER'S ORDER**

2014 AUG -4 PM 4:57
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

The defendant, John A Murray, by and through the undersigned counsel, hereby moves this honorable court pursuant to Rules 8 (f), 52 (a), 52 (b), 55 (c), 59 (a), 59 (e), 60 (b), and all other applicable rules of The South Carolina Rules of Civil Procedure to amend its Order dated July 22nd, 2014 to reflect its finding of facts and conclusions of law. In support of this Motion Defendant offers the evidence presented at the hearing of July 3rd, 2014, the teleconference ruling made by the Master-in-Equity of July 11th, 2014 memorandum, and affidavits to be submitted on behalf of the Defendant pursuant to this Motion and any future scheduled hearings.

The Defendant moves this Court to amend its Order of July 22nd, 2014 to include the following findings of fact;

- 1) This action in foreclosure was filed July 22nd, 2013;
- 2) Defendant acquired title by deed recorded October 26th, 2011, with the RMC for Charleston County;
- 3) The October 26th, 2011 deed reflected the tax mailing address as 378 Jardinere Walk;

- 4) On July 27th, 2013, service on Defendant was attempted and not effected at 3100 Tradition Circle, an assisted living facility previously occupied by Defendant's then deceased father who is not a party to this action;
- 5) On August 2nd, 2013, service on Defendant was duly attempted and not effected at the property subject of this action, 378 Jardiner Walk, which was discovered to be tenant occupied;
- 6) On August 9th, 2013, service was duly attempted and not effected at 937 Bowman Road, Apt 261, an assisted living facility previously occupied by Defendant's then deceased father who is not a party to this action;
- 7) The three attempts at service were based on a Westlaw search performed by the Plaintiff of the addresses of John E. Murray, the Defendant's then deceased father, who is not a party to this action;
- 8) Plaintiff made no attempt to search Probate Court Records in spite of the fact that the Westlaw search reflected a date of birth of 1923;
- 9) Despite the fact that the Westlaw address search conducted was that of the Defendant's father John E. Murray and not the Defendant John A. Murray, the fourth address revealed in the search was 1574 Hidden Bridge Drive;
- 10) Plaintiff did not attempt service at 1574 Hidden Bridge Drive;
- 11) 1574 Hidden Bridge is and was at all times relevant to these proceedings, the residence of the Defendant John A. Murray;
- 12) Plaintiff's Affidavit for Order of Publication negligently misrepresented that it searched for Defendant;

- 13) The Order of Publication was granted on October 4th, 2013, providing per statute, the Plaintiff was to mail a copy of the Summons to the Defendant's last known address;
- 14) Plaintiff mailed a copy of the Summons to 1090 Loyalist which was not an address at which service was attempted nor was it the address Plaintiff maintained as the last known address for the Defendant of 3100 Tradition Circle;
- 15) As evidenced by the sworn affidavit of Charleston County Auditor, Peter J. Tecklenburg, Defendant's 1574 Hidden Bridge address was reflected as the tax mailing address for 378 Jardinere in the public records and available on line at www.charlestoncounty.org as of exactly March 15th, 2013 continuing through and until the recording of the Master's Deed to Third Party Purchasers in May of 2014;
- 16) The Docket as available to the public on line at www.sccourts.org contained in the "Description" as to the hearing of March 18th, 2014 noting "No Sale Before May 20th";
- 17) The property was sold at the Master's Sale to Third Party Purchasers David Conor Keys and Karen Keys on May 6th, 2014;
- 18) On December 27th, 2013, a quit claim deed conveying title from John A. Murray, as Trustee of the John E. Murray and Gloria C. Murray Family Trust to John A. Murray individually was recorded with the RMC Office for Charleston County.
- 19) The December 27th, 2013, deed reflected Defendant's tax mailing address as 1574 Hidden Bridge;
- 20) Third Party Purchaser David Conor Keys is an attorney licensed to practice law in the State of South Carolina.
- 21) Third Party Purchasers had notice of an adverse claim to title.

- 22) Defendant had no knowledge of the claim against him until on or about March 24th, 2014 when the notice of the March 18th final hearing was found at his front door, presumably dropped off by the tenants.
- 23) Defendant attempted to contact Plaintiff's counsel via email and phone on March 24th to pay any amounts due under Plaintiff's claim.
- 24) Plaintiff's counsel could find no record of attempted contact at the July 3rd hearing.
- 25) Defendant had the available funds to pay the claim at all times relevant to these proceedings.

Conclusions of Law:

- 1) The Order of Judgment and Foreclosure dated is Void under SCRPC 60 (b) (4).
- 2) Service of process on the Defendant was defective.
- 3) Third Party Purchasers are not bona fide purchasers for value.
- 4) The Defendant is entitled to relief from judgment by virtue of inadvertence, surprise and excusable neglect under SCRPC 60 (b) (1) in failing to answer the complaint or filing a timely Rule 59 Motion to vacate the judgment.
- 5) The Defendant is entitled to relief from judgment under SCRPC 60(b) (3) due to misrepresentations by the Plaintiff to the Court.
- 6) The Court makes no finding of fraud on the part of the Plaintiff regarding service of process.
- 7) This Court's ruling, given the totality of the facts of this case, places the most emphasis and greatest weight on equitable principals and finds that it is no longer

equitable that the April 8th, 2014, Judgment of Foreclosure and Sale should have prospective application under SCRPC 60 (b) (5).

- 8) The extraordinary circumstances surrounding the judgment and sale compel the equitable interference by this Court in vacating the sale, declaring the Judgment of Foreclosure VOID, and declaring the Master's Deed dated May 16th, 2014, VOID.

The defendant so moves this Honorable Court to amend its July 22nd, 2014 ruling to incorporate the above finding of facts and conclusions of law and any other such facts and conclusions of law that the Court sees fit.

4th day of August, 2014



Amanda Reece
Bar No. 81252
Reece Law Firm, LLC
871 Lowcountry Blvd. Suite 200
Mount Pleasant, SC 29464
amanda@reecelawfirmllc.com
direct: 843-209-9830

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of this *Defendant's Motion to Amend Master's Order* has been served by U.S. Mail, postage paid to all counsel of record 4th day of August, 2014.

Stephanie Trotter, Esq.
McCabe Trotter & Beverly, PC
P.O. Box 212069
Columbia, SC 29221-3200
Attorney for Belle Hall Property Owner's Association, Inc.

David Conor Keys, Esq.
843 Robert E. Lee Boulevard
Charleston, SC 29412
Attorney for Himself and Karen Keys

FILED
2014 AUG -4 PM 4:57
JULIE J. ARISTONG
CLERK OF COURT
BY _____


Amanda Reece, Esq.
Bar No. 81252

STATE OF SOUTH CAROLINA

COUNTY OF

Charleston

IN THE COURT OF COMMON PLEAS
7th JUDICIAL CIRCUIT

CASE NO.: 13-CP-10-4248

Belle Hall Plantation

Plaintiff,

vs.

John Murray as Trustee

Defendant.

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Third Party
Plaintiff's Attorney: D. Connor Keys
Bar No. 100748
Address: 843 Robert E. Lee Blvd
Charleston SC 29412
Phone: _____ Fax: _____
E-mail: _____ Other: _____

Defendant's Attorney: Amanda Reese
Bar No. _____
Address: _____
Phone: _____ Fax: _____
E-mail: _____ Other: _____

- ☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Reconsider

Estimated Time Needed: 15

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

7/14
Date submitted

SECTION III: Motion Fee

- ☒ PAID - AMOUNT: \$ 25
☐ 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: \$ _____

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Belle Hall Plantation Homeowner's
Association, Inc.)

Plaintiff,)

vs.)

John A Murray, Trustee of John E. Murray)
Gloria C. Murray Family Trust,)

Defendant(s))

David Conor Keys & Karen Keys)

Third Party – Purchasers)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2013-CP-10-4248

**MOTION TO RECONSIDER THE
ORDER DATED AUGUST 20, 2014**

FILED
2014 SEP -2 PM 4:47
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

TO: THE HONORABLE MIKELL R. SCARBOROUGH, AMANDA REECE ATTORNEY
FOR THE DEFENDANT, AND STEPHANIE TROTTER ATTORNEY FOR THE
PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the Third-Party Purchasers, David Conor
Keys and Karen Keys (hereinafter "Third-Party Purchasers"), will move before the Master-In-
Equity for Charleston, County, at chambers, Charleston County Courthouse, Charleston, South
Carolina, at such place and time as the court may appoint, in order for the Court to reconsider
that certain Order filed on August 20, 2014, Denying the Third-Party Purchasers' Motion to
Reconsider; Denying Third-Party Purchasers' Motion to Strike the Opposing Affidavit of
Defendant's Attorney Amanda Reece, Affidavit of Anna Howell, and Affidavit of Libby Castle
all filed by Defendant on August 14, 2014; Denying the Third-Party Purchasers' Motion to Stay
the Order Vacating the Sale and Order of Foreclosure and for an Order of Supersedeas; and
Granting Defendants Motion to Amend, (hereinafter "Order") and received by Third-Party

Purchasers on August 23, 2014. Third-Party Purchasers make this motion pursuant to all applicable Rules of Civil Procedure including but not limited to Rule 52, 55, 59, 59, 60, 65, 70, 71, SCRCP, and Rule 241, SCARC. This Motion will be supported by the pleadings in this matter, the public records for this action and the office of the Charleston County RMC, and any applicable statutes, case law, affidavits, memoranda, or other evidence which the Third-Party Purchasers may submit to the Court at the time of the hearing in this matter, as well as the recent Court of Appeals decision in Bloody Point Property Owners Association, Inc., David L. Fingerhut, and Patricia M. Santry, Respondents, v. William A. Ashton, Jr. and Michele C. Ashton Appellants, Opinion No. 5262., filed on August 20, 2014 the same date as the subject Order (a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.)

Third-Party Purchasers move on the following grounds:

1. On July 22, 2014, at 10:30 a.m., Third-Party Purchasers filed a Motion to Stay the Order Vacating the Sale and Order of Foreclosure and for an Order of Supersedeas.
2. On July 22, 2014, at 2:35 p.m., the Court issued an Order stating: "[t]he Court finds that in the interest of equity and for good cause shown the Defendant's motion be granted."
3. On August 1, 2014, Third-Party Purchasers filed a Motion to Reconsider the Order Vacating Sale and Order of Foreclosure.
4. On August 4, 2014, the Defendant filed a Motion to Amend the Master's Order filed on July 22, 2014
5. On August 18, 2014, during the hearing on Third-Party Purchasers Motion to Reconsider, Third-Party Purchaser Motion and Stay and for Order of Supersedeas, and Defendant's Motion to Amend the Order, Third-Party Purchasers' moved orally before the Court to strike the Opposing Affidavit of Defendant's Attorney Amanda Reece, Affidavit of Anna

Howell, and Affidavit of Libby Castle all filed by Defendant on August 14, 2014, after which the Court Denied said Motion to Strike.

6. On August 20, the Court filed the Order which Third-Party Purchasers now respectfully request the Court to Reconsider

7. “South Carolina Code section 15-39-870 provides as follows: Upon the execution and delivery by the proper officer of the court of a deed for any property sold at a judicial sale under a decree of a court of competent jurisdiction that proceedings under which such sale is made shall be deemed res judicata as to any and all bona fide purchasers for value without notice, notwithstanding such sale may not subsequently be confirmed by the court. S.C. Code Ann. § 15-39-870 (2005). The rationale for the statute is the well-established public policy of protecting good faith purchasers and upholding the finality of a judicial sale.” Robinson v. Estate of Harris, 378 S.C. 140 662 S.E.2d 420 (Ct. App. 2008) A purchaser may assert a plea in equity of a bona fide purchaser for value, without notice of defect in his title, by showing (1) he has actually paid in full the purchase money (giving security for the payment is not sufficient, nor is past indebtedness a sufficient consideration); (2) he purchased and acquired the legal title, or the best right to it; and (3) he purchased bona fide, *i.e.* ,in good faith and with integrity of dealing, without notice of a lien or defect. The bona fide purchaser must show all three conditions — actual payment, acquiring of legal title, and bona fide purchase — occurred before he had notice of a title defect or other adverse claim, lien, or interest in the property. Spence v. Spence, 368 S.C. 106, 628 S.E.2d 869 (2006).

8. In this case, Third-Party Purchasers are Bona Fide Purchasers for Value, who purchased the property in good faith from the Court at judicial sale on May 6, 2014 paying the required five percent that day, and timely paying the remainder on May 16, 2014. At the time of

sale the Court instructed the Third-Party purchasers that as the successful bidder Third-Party Purchasers had entered into an agreement with the Court whereby if they failed to timely tender the remainder of the purchase they could be held liable for damages and would lose the five percent payment tendered to the Court the day of the sale. The Master conveyed the property to Third-Party Purchasers by Deed on Friday, May 16, 2014. Thereafter on May 16, 2014, Defendant's Attorney emailed the Third-Party Purchasers a copy of Defendant's Motion to Vacate which was subsequently filed on May 19, 2014. The following Friday on May 23, 2014, the Master's Office contacted Third-Party Purchasers to inform them they could now pick up the Deed from the Master's Office. On May 23, 2014, the Third-Party Purchaser recorded the Deed in the RMC Office. The Third-Party Purchasers in recording Deed were of the opinion and belief that the Master's Deed Conveying the Property to the Third-Party Purchasers was valid, enforceable and without defect because it was based upon the Master's Order of Foreclosure and Sale, a good faith purchase of the property at judicial sale on May 6, 2014, and payment in full by the Third-Party Purchasers. Further the deed was not delivered to the Third-Party Purchasers by the Court until after the Master had actual knowledge of the of the Defendant's Motion to Vacate.

9. Third-Party Purchaser's contend that they are Bona Fide Purchasers for Value and therefore the sale cannot be set aside. The Master's Order does not address the Third-Party Purchaser's assertion that they are Bona Fide Purchaser's for value. Moreover, prior to the Order Defendant did not offer evidence or contest the assertion that Third-Party Purchasers are Bona Fide Purchasers for Value. A party cannot raise a defense to an asserted issue by way of a Rule 59(e) motion which could been raised prior to the order. See Patterson v. Reid, 456 S.E. 2d

436 (Ct. App. 1995); In re Beard, 359 S.C. 351, 597 S.E.2d 835 (Ct. App. 2004) (quoting Patterson); Gainey v. Gainey, 382 S.C. 414 675 S.E.2d 792 (Ct. App. 2009) (citing Patterson).

10. Third-Party Purchasers moved to Strike the Affidavits filed by Defendant based on the grounds that a party cannot asserted issue for the by way of a Rule 59(e) motion, when the issue could been raised prior to the order. See Patterson v. Reid, 456 S.E. 2d 436 (Ct. App. 1995); In re Beard, 359 S.C. 351, 597 S.E.2d 835 (Ct. App. 2004) (quoting Patterson); Gainey v. Gainey, 382 S.C. 414 675 S.E.2d 792 (Ct. App. 2009) (citing Patterson).

11. Additionally Defendant by its Motion to Amend the Judgment of the Court cannot request that the Court Amended its order to make findings of fact and ruling as to law on issues of fact and law not priorly raised before the court. See Patterson v. Reid, 456 S.E. 2d 436 (Ct. App. 1995); In re Beard, 359 S.C. 351, 597 S.E.2d 835 (Ct. App. 2004) (quoting Patterson); Gainey v. Gainey, 382 S.C. 414 675 S.E.2d 792 (Ct. App. 2009) (citing Patterson).

In this Case the Defendant's Motion to Amend state's that "Third-Party Purchaser had notice of an adverse claim of title" a fact not argued or raised before the court prior to the filing of the Motion to Amend by Defendant. Defendant's Motion further states that Order should be amended to find conclusion of law under 60(b)(1),(4), and (5), when such relief was not request by Defendant prior to the Order.

12. The Court has no authority to overrule the clerk of Courts Order of Publication. An order for service by publication may be issued pursuant to Section 15-9-710 of the South Carolina Code when an affidavit, satisfactory to the issuing officer is made stating that the defendant, a resident of the state, cannot, after the exercise of due diligence, be found, and that a cause of action exists against him. S.C. Code Ann. 15-9-710(3). "We hold the trial court [is] without authority to overrule the finding of the clerk of court that the [defendant] could not after

due diligence be found in the County and State of their last known residence.” Montgomery v. Mullins, 480 S.E.2d 467 (Ct. App. 1997); see also: Charleston County Department of Social Services v. Father, 454 S.E.2d 307 (1995) (stating: “There is a long-standing rule in this State that one judge of the same court cannot overrule another.”)

13. Moreover, even if the Court had the authority to overturn the Order of Publication (which Third-Party Purchasers contend it does not) “*Yarbrough* makes it clear that in absence of fraud or collusion, the decision of the officer ordering service by publication is final. Therefore, to the extent the trial court concluded the publication was invalid, we reverse.” Montgomery v. Mullins, 480 S.E.2d 467 (Ct. App. 1997). “Generally absent fraud or collusion, once the issuing officer is satisfied with the supporting affidavit, the decision to order service by publication is final unless the order of publication is premised upon a facially defective affidavit. Brown v. Malloy, 546 S.E.2d 195 (Ct App 2001) (Citing: Wachovia Bank of S.C. v. Player, 341 S.C. 424, 535 S.E.2d 128 (2000). In *Player* the “Petitioner claims the process server did not use “actual” due diligence because if she had, she would have easily found him.” The master denied the petitioners motion under Rule 60, SCRPC holding that the petitioner failed to present evidence of fraud or collusion in obtaining the order for service by publication. The Supreme Court affirmed the master’s order. Id.

In this case, like in *Player* Defendant has asserted that the affidavits of non-service and affidavit for order of publication do not evidence due diligence in the attempted service of Defendant, and had due diligence been undertaken Defendant would have been easily found. The Court’s Order does not find a lack of due diligence existed, but in the event that is the reasoning for the Court’s Order, the Court is without the authority to overrule the Clerk of Court finding of due diligence. Moreover, even if the Court was authorized to overrule Order of

publication (which Third-Party Plaintiff's assert it is not) here as in Player the Master did not find fraud, collusion or facially defective affidavits were present.

14. Generally injunctive relief is appropriate where the party can demonstrate he will suffer irreparable harm, has a likelihood of success on the merits, and an inadequate remedy at law. Scratch Golf v. Dunes West, 361 S.C. 117, 603 S.E.2d 905 (2004); County of Richland v. Simpkins, 348 S.C. 664, 560 S.E.2d 902, 904 (Ct. App. 2002).

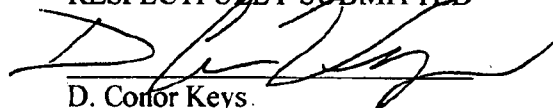
15. In this case all three of the criteria are satisfied. For a couple of years prior to the sale of the property the Defendant rented the subject property to one family (hereinafter "Tenants"). After the sale of the property the Third-Party Purchasers rented the property to the same Tenants and intend to continue to rent the property until the resolution of these legal proceedings. By the Court voiding Third-Part Deed (hereinafter TP Deed) Third-Party Purchaser have been irreparably harmed by the loss of tens of thousands of dollars of rental income not earned during the pendency of the appeal, and would subsequently be without means or adequate remedy at law to redress that loss. By contrast if the Court had granted the Order of Supersedeas holding the proceeds from sale in bond, the Defendant's interest in the property would have been protected in the event that the subsequent appeal led to the upholding the Order granting the Motion to Vacate. The amount of the proceeds from sale currently in the possession of the Court is many times larger than the income which the Defendant would receive renting the property to the Tenants as he had for the years prior to the sale. It should be noted while the matter is on appealed neither the Defendant nor the Third-Party Purchasers would likely be able to sell the property as appeal would cloud the title to the property and therefore the Defendant and Third-Party purchasers standing on equal footing in regard to the alienability of the property at present.

16. The Third-Party Purchasers would also assert that they are likely to succeed on the merits of the appeal, because our State Courts of Appeal have issued controlling and dispositive case law on the issues which would be before the Court of Appeals.

The undersigned hereby certifies and affirms in accordance with Rule 11(a) of the South Carolina Rules of Civil Procedure that prior consultation with opposing counsel for the purpose of resolving the matter, will serve no useful purpose.

PLEASE BE PRESENT TO DEFEND IF SO MINDED.

RESPECTFULLY SUBMITTED



D. Confor Keys
843 Robert E. Lee Blvd.
Charleston, SC 29412
Phone: 843-906-3998
dconorkeys@gmail.com
Attorney for Third Party Purchasers

September 2, 2014
Charleston, SC

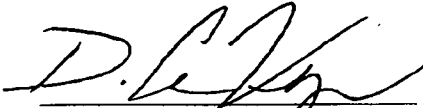
CERTIFICATE OF SERVICE

I certify that on the 2nd day of September 2014, a copy of the within Third-Party Purchasers Motion to Reconsider was delivered by mail, addressed to opposing counsels as follows:

Amanda Reece
Reece Law Firm, LLC
871 Low Country Blvd. #200

Mt. Pleasant, SC 29464

Stephanie C. Trotter
140 Stoneridge Drive Suite 650
Columbia, SC 29210
P.O. Box 212069
Columbia SC 29221


D. Conor Keys

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Bloody Point Property Owners Association, Inc., David
L. Fingerhut, and Patricia M. Santry, Respondents,

v.

William A. Ashton, Jr. and Michele C. Ashton,
Appellants.

Appellate Case No. 2013-000222

Appeal From Beaufort County
Marvin H. Dukes, III, Master-in-Equity

Opinion No. 5262
Heard May 7, 2014 – Filed August 20, 2014

AFFIRMED

James Frederick Berl, of Law Offices of James F. Berl,
PC, of Hilton Head Island, and Dustin Lee, of Lee Law
Firm, LLC, of Hilton Head Island, for Appellants.

Terry A. Finger, of Finger & Fraser, PA, of Hilton Head
Island, for Respondent Bloody Point Property Owners
Association, Inc.; and Matthew Tillman, of Womble
Carlyle Sandridge & Rice, LLP, of Charleston, for
Respondents David L. Fingerhut and Patricia M. Santry.

LOCKEMY, J.: William A. Ashton, Jr. and Michele C. Ashton appeal the
master-in-equity's denial of their motion to vacate/set aside a foreclosure sale,
arguing the master erred in finding (1) they were properly served; (2) their due

process rights were not violated; (3) the foreclosure sales price did not shock the conscience of the court; and (4) David L. Fingerhut and Patricia M. Santry were bona fide purchasers for value pursuant to section 15-39-870 of the South Carolina Code. We affirm.

FACTS/PROCEDURAL BACKGROUND

This action arises from the foreclosure sale of Lot 55, Daufuskie Island Club, Phase I, Bloody Point, in Beaufort County (the Property). The Bloody Point Property Owners Association, Inc. (the Association) commenced the foreclosure action on May 17, 2011. The Association asserted claims for foreclosure of a lien against the Property's owners, William A. Ashton, Jr. and Michelle C. Ashton (Appellants),¹ for payment of Association dues and fees.

Appellants are residents of Chester County, Pennsylvania. The foreclosure summons and complaint were delivered to the Chester County Sheriff's Office (the Sheriff's Office) for service on Appellants at their last known address. According to the affidavits of service returned by the Sheriff's Office, a deputy unsuccessfully attempted to serve Appellants on four separate occasions. Thereafter, Julie Scarfino, counsel for the Association, filed an affidavit for service by publication. On July 20, 2011, the Beaufort County Clerk of Court filed an order of publication authorizing service of Appellants by publishing a copy of the summons and complaint in Beaufort County's *The Island Packet* newspaper once a week for three consecutive weeks and mailing a copy of the summons and complaint to Appellants at their last known address.

On September 27, 2011, the master-in-equity found Appellants in default. Subsequently, on December 2, 2011, the master entered a report and judgment of foreclosure and sale wherein he held Appellants owed the Association \$2,971.70 in unpaid assessments and \$5,738.97 in attorney's fees and costs. A foreclosure sale was held on January 3, 2012. David L. Fingerhut and Patricia Santry (the Fingerhuts) purchased the Property for \$8,800 at the sale.

On February 2, 2012, Appellants filed a motion to vacate/set aside the foreclosure. In their motion, Appellants argued the foreclosure sale should be set aside because the sales price was so low as to "shock the conscience" of the court. Appellants further asserted the Association improperly served the summons and complaint by

¹ Appellants purchased the Property in 2001 for \$201,500.

publication. Appellants did not dispute the validity of the debt or their failure to pay dues and fees to the Association.

On May 9, 2012, the Fingerhuts filed a memorandum in opposition to the motion to vacate, wherein they argued they were good faith purchasers for value under section 15-39-870 of the South Carolina Code. The Fingerhuts further asserted (1) \$2,793.20 in taxes and fees unpaid by Appellants should be added to the sale price; (2) the foreclosure sales price did not shock the conscience of the court; and (3) the Association properly served Appellants pursuant to section 15-9-710 of the South Carolina Code.

On July 24, 2012, the master issued an order denying the motion to vacate, holding (1) the Fingerhuts were good faith purchasers for value; (2) the Fingerhuts paid \$11,593.20 for the Property; (3) the foreclosure sales price did not shock the conscience of the court; (4) the Association complied with the order for publication; and (5) Appellants were properly served with the summons and complaint. On July 25, 2012, Appellants filed a motion to reconsider the master's order denying the motion to vacate. The master denied the motion in a form order. This appeal followed.

STANDARD OF REVIEW

The determination of whether to set aside a foreclosure sale is a matter within the discretion of the trial court. *Wells Fargo Bank, NA v. Turner*, 378 S.C. 147, 150, 662 S.E.2d 424, 425 (Ct. App. 2008). "An abuse of discretion occurs when the conclusions of the circuit court are either controlled by an error of law or are based on unsupported factual conclusions." *Carson v. CSX Transp., Inc.*, 400 S.C. 221, 229, 734 S.E.2d 148, 152 (2012).

LAW/ANALYSIS

I. Bona Fide Purchasers

Appellants argue the master erred in finding the Fingerhuts were bona fide purchasers for value pursuant to section 15-39-870 of the South Carolina Code. We disagree.

Pursuant to section 15-39-870,

[u]pon the execution and delivery by the proper officer of the court of a deed for any property sold at a judicial sale under a decree of a court of competent jurisdiction the proceedings under which such sale is made shall be deemed res judicata as to any and all bona fide purchasers for value without notice, notwithstanding such sale may not subsequently be confirmed by the court.

S.C. Code Ann. § 15-39-870 (2005). "The rationale for the statute is the well-established public policy of protecting good faith purchasers and upholding the finality of a judicial sale." *Robinson v. Estate of Harris*, 378 S.C. 140, 144-45, 662 S.E.2d 420, 422 (Ct. App. 2008) *aff'd*, 390 S.C. 272, 701 S.E.2d 740 (2010), (citing *Cumbe v. Newberry*, 251 S.C. 33, 37, 159 S.E.2d 915, 917 (1968) (stating "a sound public policy requires the validity of judicial sales be upheld, if in reason and justice it can be done"); *Wooten v. Seanch*, 187 S.C. 219, 222, 196 S.E. 877, 878 (1938) (upholding a foreclosure sale in which the mortgagee purchased the property sold and further stating that, to set aside a sale, "there must be such irregularity in the proceedings as to show that the sale was not fairly made, or that appellant was defrauded or misled to his injury and loss"))).

Here, the master relied on *Robinson* in finding the Fingerhuts were bona fide purchasers for value. In *Robinson*, the defaulting owner of the subject property sought to vacate the foreclosure sale due to ineffective service. 378 S.C. at 143, 662 S.E.2d at 421. This court noted the bona fide purchaser submitted documents from the court file demonstrating (1) service was made upon defendants; (2) both defendants were in default; (3) the attorneys of record were notified of the hearing; and (4) neither defendants were in the United States military service. *Id.* at 145, 662 S.E.2d at 423. The court further noted the purchaser had satisfied all of the elements to be considered a bona fide purchaser for value: (1) actual payment of the purchase price of the property, (2) acquisition of legal title to the property, or the best right to it, and (3) a bona fide purchase, "i.e., in good faith and with integrity of dealing, without notice of a lien or defect." *Id.* at 146, 662 S.E.2d at 423.

Relying on *Cumbe*, Appellants argue the foreclosure sale should be set aside because the Fingerhuts were not bona fide purchasers for value. In *Cumbe*, our supreme court held:

A sound public policy requires that the validity of judicial sales be upheld, if in reason and justice it can be

done. In the furtherance of this principle, our decisions have applied the general rule, applicable here, that a purchaser in good faith at a judicial sale is not affected by irregularities in the proceedings or even error in the judgment, under which the sale is made; but is required at his peril only to make inquiry as to the jurisdiction of the court which ordered the sale, and whether all proper parties were before the court when the order was made.

251 S.C. at 37, 159 S.E.2d at 917. Appellants contend the Fingerhuts failed to (1) properly inquire as to the jurisdiction of the court that ordered the foreclosure sale and (2) properly and sufficiently inquire as to whether all parties were properly before the court when the order was made. Additionally, Appellants argue the order of publication did not comply with the publication requirements of section 15-9-740 of the South Carolina Code. Pursuant to section 15-9-740,

[t]he order of publication shall direct the publication to be made in one newspaper, to be designated by the officer before whom the application is made, most likely to give notice to the person to be served and for such length of time as may be deemed reasonable not less than once a week for three weeks. The court, judge, clerk, master or judge of probate shall also direct that a copy of the summons be forthwith deposited in the post office directed to the person to be served at his place of residence, unless it appears that such residence is neither known to the party making the application nor can, with reasonable diligence, be ascertained by him.

S.C. Code Ann. § 15-9-740 (Supp. 2013). Appellants assert it is unreasonable to expect a newspaper in Beaufort County to be the newspaper most likely to give notice to the Appellants, who reside in Pennsylvania. Appellants further assert the Association's failure to properly serve the summons and complaint violated Appellants' due process rights.

The Fingerhuts contend the purchaser (1) is deemed to be on notice of documents contained in the court's file and (2) takes title to the property without notice of lien or defect. Citing *Gladden v. Chapman*, 106 S.C. 486, 91 S.E. 796, 797 (1917), they argue the foreclosure purchaser is entitled to a presumption that the court

considered and properly adjudicated issues of service. In *Gladden*, our supreme court held:

It must be presumed from the judgment rendered that the Court considered and adjudicated the regularity and sufficiency of each and every step in the proceedings leading up to it, including the sufficiency of the complaint, the issuance and service of process upon the defendants, and the rights and interests of the parties to the action under the allegations and evidence; and although the conclusions with respect to those matters, or any of them, might have been erroneous, so that they would have been reversed on appeal, they do not make the judgment void collaterally.

Id.

We find the master did not abuse his discretion in determining the Fingerhuts were bona fide purchasers. At the time of the foreclosure sale, the court file reflected Appellants had been served, were in default, had received notice, and were not in the military. Furthermore, the Fingerhuts made actual payment of the purchase price at the foreclosure sale and acquired title through the master-in-equity deed. Finally, the Fingerhuts had no notice of any title defect or other adverse claim, lien, or interest in the Property.

While Appellants assert the master lacked jurisdiction to sell the Property because of defects in service, the *Robinson* court held the foreclosure purchaser was a bona fide purchaser for value without notice such that claims of defective service in the foreclosure action did not affect purchaser's title. 378 S.C. at 147, 662 S.E.2d at 423. Although the *Robinson* court found the disputed affidavits of service were not in the record and Appellants' arguments regarding improper publication were not preserved, the court held:

Moreover, there is no evidence . . . [the foreclosure purchaser] . . . had notice, constructive or otherwise, of Appellants' claims that [the property owners] . . . were . . . not properly served in the foreclosure action. Pursuant to section 15-39-870, then, we hold [the foreclosure purchaser]'s title is not affected by Appellants' claims of defective service of process in the foreclosure action.

Id. at 146-47, 662 S.E.2d at 423. Thus, the *Robinson* court found foreclosure proceedings were res judicata as to bona fide purchasers without notice of defective service claims.

Here, as in *Robinson*, there is no evidence the Fingerhuts had any notice of Appellants' claims they were not properly served. Thus, the Fingerhuts were bona fide purchasers and their title to the Property was not affected by Appellants' claims of defective service of process in the foreclosure action. In light of our finding the Fingerhuts were bona fide purchasers without notice, we need not address Appellants' argument regarding improper service. See *Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (holding appellate court need not address remaining issues when disposition of prior issue is dispositive).

II. Foreclosure Sales Price

Appellants argue the master erred in failing to set aside the foreclosure sale because the foreclosure sales price shocks the conscience. We disagree.

"A judicial sale will be set aside when either: (1) the sale price 'is so gross as to shock the conscience[;]' or (2) the sale 'is accompanied by other circumstances warranting the interference of the court.'" *Wells Fargo Bank, NA v. Turner*, 378 S.C. 147, 150, 662 S.E.2d 424, 425 (Ct. App. 2008) (alteration by court) (quoting *Poole v. Jefferson Standard Life Ins. Co.*, 174 S.C. 150, 157, 177 S.E. 24, 27 (1934)). "South Carolina has not established a bright line rule for what percentage the sale value must be with respect to the actual value in order to shock the conscience of the court." *E. Sav. Bank, FSB v. Sanders*, 373 S.C. 349, 359, 644 S.E.2d 802, 807 (Ct. App. 2007). "However, a search of South Carolina jurisprudence reveals only when judicial sales are for less than ten percent of a property's actual value, have our courts consistently held the discrepancy to shock conscience of the court." *Id.*

Appellants purchased the Property in 2001 for \$201,500. The Fingerhuts subsequently purchased the Property for \$11,593.20 at the foreclosure sale in 2012. Appellants submitted an appraisal (Appellants' Appraisal) to the master which set the Property's value at \$140,000. This appraisal stated its intended use was to rebut the foreclosure sales price. The master found the Appellants' Appraisal used non-comparable sales data from oceanfront lots and only cited Multiple Listing Service listing data for interior lots as support for the valuation conclusion.

In contrast, the Fingerhuts produced evidence showing the Property was sold for \$10,000 in the 2010 Beaufort County Delinquent Tax Auction.² Additionally, the Fingerhuts submitted an appraisal (Fingerhuts' Appraisal) stating the Property was valued at \$17,000 as of January 19, 2012. The master found the Fingerhuts' Appraisal used comparable sales data, not listing data, from interior lots. The master noted the Fingerhuts' Appraisal was supported by an affidavit submitted by David Fingerhut affirming that the appraisal was ordered for the purpose of obtaining title insurance and not to support the value for purposes of this action.

In denying Appellants' motion to vacate the judicial sale, the master found the Property would have to be worth more than \$115,930 for the foreclosure sales price to be less than 10% of the actual value. The master concluded the Fingerhuts' Appraisal and the 2010 tax sale data were more reliable than the valuation information provided by the Appellants. The master held the actual value of the Property was far less than the \$115,932 required to shock the conscience of the court.

We find the master did not abuse his discretion in determining the foreclosure sales price of the Property did not shock the conscience of the court. First, the master applied the correct legal standard in making his determination. The master noted that our courts have consistently held that when foreclosure sales prices amount to less than ten percent of the actual value of the property, the discrepancy shocks the conscience of the court. Furthermore, the master's decision is supported by the evidence in the record. The master considered all of the evidence presented, including both appraisals, and found the evidence provided by the Fingerhuts was more reliable.

CONCLUSION

We find the master did not err in denying Appellants' motion to vacate/set aside a foreclosure sale.

AFFIRMED.

WILLIAMS and KONDUROS, JJ., concur.

² The Property was subsequently redeemed by Appellants.

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)

NINTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-10-4248

Belle Hall Plantation Homeowners's
Association, Inc..

MOTION AND ORDER INFORMATION

Plaintiff,)

FORM AND COVERSHEET

vs.)

John A. Murray, Trustee of John E. Murray)
Gloria C. Murray Family Trust.

Defendant.)

Third Party
Plaintiff's Attorney:

D. Conor Keys, Bar No. 100148

Address:

843 Robert E. Lee Blvd.

Charleston, SC 29412

Phone: 843-906-3998 Fax: 843-971-6055

E-mail: dconorkeys@gmail.com Other: _____

Defendant's Attorney:

Amanda Reece, Reece Law Firm, LLC, Bar No. 0

Address:

871 Low Country Blvd. #2000

Mt. Pleasant, SC 29464

Phone: _____ Fax: _____

E-mail: _____ Other: _____

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

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

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

SECTION I: Hearing Information

Nature of Motion: Mtn to Reconsider

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] Signature of Attorney for ☐ Plaintiff / ☒ Defendant *2/18/15* Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ _____

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, 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: \$ _____

121

RECORD 117

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Belle Hall Plantation Homeowner's
Association, Inc.)

Plaintiff,)

vs.)

John A Murray, Trustee of John E. Murray)
Gloria C. Murray Family Trust,)

Defendant(s))

David Conor Keys & Karen Keys)

Third Party – Purchasers)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2013-CP-10-4248

**MOTION TO RECONSIDER THE
ORDER FILED FEBRUARY 10, 2015**

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2015 FEB 18 PM 1:38

FILED

TO: THE HONORABLE MIKELL R. SCARBOROUGH, AMANDA REECE ATTORNEY
FOR THE DEFENDANT, AND STEPHANIE TROTTER ATTORNEY FOR THE
PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the Third-Party Purchasers, David Conor Keys and Karen Keys (hereinafter "Third-Party Purchasers"), will move before the Master-In-Equity for Charleston, County, at Chambers, Charleston County Courthouse, Charleston, South Carolina, at such place and time as the court may appoint, to reconsider that certain Order filed on February 10, 2015. Third-Party Purchasers make this motion pursuant to all applicable Rules of Civil Procedure including but not limited to Rule 52, 55, 59, 60, 70, 71, SCRCP. This Motion will be supported by the pleadings in this matter, the public records in the office of the Charleston County RMC, any applicable statutes, case law, affidavits, and memoranda already before the Court.

Third-Party Purchasers move on the following grounds:

1. Initially, the Third-Party Purchasers would respectfully assert that the Master erred in Amending his Order of July 22, 2014, to include findings as to gross negligence; procedural due process; personal jurisdiction; that the Judgment of Foreclosure was void pursuant to Rule 60(b)(4) SCRCF; and that Plaintiff violated the requirements of South Carolina Code Ann. § 15-9-740. These issues were not raised by Defendant before the Master issued his Order of July 22, 2014, and therefore are not properly before the Court. A party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not.” “Rule 59(e) motions are not vehicles for bringing before the court theories or arguments that were not advanced earlier.” Hickman, 301 S.C. 455, 392 S.E.2d 481 (quoting: Natural Resources Defense Council, 705 F. Supp. 698, 701 (D.D.C. 1989), vacated on other grounds, 707 F. Supp. 3 (D.D.C. 1989)). A party cannot request that the Master amend his Order to make findings of fact and conclusions of law on issues of fact and law not previously raised before the Master issued his Order. Id. A party cannot raise a defense to an asserted issue by way of a Rule 59(e) motion which could have been raised prior to the order. See Patterson, 456 S.E. 2d 436; In re Beard, 359 S.C. 351, 597 S.E.2d 835; Gainey, 382 S.C. 414 675 S.E.2d 792.

2. Second, the Third-Party Purchaser would note for clarity of the record that the Order states “the Court disbursed the amount tendered by the Third-Party Purchasers for the successful bid of the property to the same.” This is not accurate. The July 22, 2014, Order, states the funds should be disbursed to Third-Party Purchasers. However, the Third-Party Purchasers moved for the Master to issue an Order of Supersedeas and hold the funds in bond, which the Master denied, by an Order filed on August 20, 2014. Thereafter on February 2, 2015, the Third-Party Purchasers inquired with the Master’s Office if the Office would draft a check to the Third-Party Purchasers for said funds. The Master’s Office responded that it was the

Master's position that the Office must hold the funds until the conclusion of the Appeal. The Third-Party Purchasers do not agree with that position nor do they consent to that position. However, so long as the record is clear that the Master's Office is currently holding funds in the amount of \$101,216.39 which were to be disbursed to the Third-Party Purchasers per the July 22, 2014, Order, then the Third-Party purchaser will not pursue the matter further at this time.

3. Third-Party Purchasers would assert that questions of fact remain as to some of the statements found with the Order's "Persuasive Facts" section. For instance the Order states that Plaintiff "had actual notice of Defendant's address." Though the Trustee's address appeared upon the Westlaw search, attached as an Exhibit to the Plaintiff's Affidavit of Publication, that does not mean that Plaintiff knew it to be the Trustee's address. Third-Party purchasers would state that, at best, the Plaintiff had constructive notice of the Trustee's address not actual notice. Additionally, the Order asserts that the December, 2013 deed conveying the property to the Trustee evidences that the Trustee did not have actual notice of the action. Third-Party Purchaser would note that those facts prove the Trustee had constructive notice of the action, and more to the point the Trustee has testified by affidavit that he had actual notice of the action before the Order of Foreclosure was filed, and before the sale occurred but he did not take those steps necessary to timely remedy the matter.

4. The Order states that the Master rule based upon his inherent equitable powers and goes on to quote that: "Courts have the inherent power to do all things reasonably necessary to ensure that just results are reached to the fullest extent possible" Regions Bank v. Wingard Props. Inc., 394 S.C. 241, 252, 715 S.E.2d 348 (Ct. App. 2011). However, Windgard also states: "When providing an equitable remedy, the court may not ignore statutes, rules, and other precedent." In this case the Third-Party Purchasers would respectfully assert, that they have

previously sighted case law and statutes to the Master including Player, Ashton, and others, as well as South Carolina Code Ann. § 15-39-870. It is the Third-Party Purchasers contention that the relevant case law and statutes preclude the Master from overturning the Order of Foreclosure and Sale based upon equity.

5. Third-Party Purchasers would again respectfully reiterate as they have prior, including citation to case law, that because the Clerk of Court issued the Order of Publication in this matter, absent fraud, collusion, or a facially defective affidavit, the Master lacks the authority to make findings as to due diligence of service in this matter and therefore the Master erred in amending his Order to make a finding of Defective Service. Brown v. Malloy, 546 S.E.2d 195 (Ct App 2001) (citing: Wachovia Bank of S.C. v. Player, 341 S.C. 424, 535 S.E.2d 128 (2000)).

6. Third-Party Purchaser's would respectfully assert that the case law is clear absent fraud, collusion, or a facially defective affidavit the Master lacked authority to overturn the Clerk of Court's findings of due diligence of service. Id. Third-Party Purchasers would assert that the standard in this context is clear, and that gross negligence is not part of the standard. Therefore Third-Party Purchasers would respectfully assert that the Master erred in amending is Order to find Gross Negligence on the part of the Plaintiff in serving the Trustee. Additionally, Defendant never asserted that Plaintiff was grossly negligent, or negligent in general. An issue cannot be raised for the first time on a motion to amend or reconsider an order. Hickman, 301 S.C. 455, 392 S.E.2d 481 (quoting: Natural Resources Defense Council, 705 F. Supp. 698, 701 (D.D.C. 1989), vacated on other grounds, 707 F. Supp. 3 (D.D.C. 1989)); State v. Dicapua, 680 S.E.2d 292, 383 S.C. 394 (S.C. 2009)(citing Southern Railway Co. v. Coltex, Inc., 285 S.C. 213, 214, 329 S.E.2d 736, 736 (1985) (" The sole issue is whether a trial judge *ex mero motu* can

grant a new trial on a ground not raised by a party. We hold he cannot.")); See also, Heins v. Heins, 543 S.E.2d 224, 344 S.C. 146 (Ct. App. 2001)(a Family Court judge does not have the authority to alter or amend a judgment, *sua sponte*, once the judgment is more than 10-days-old).

7. The Master in his Order seeks to distinguished the well-establish fraud or collusion standard set forth in Player. However, the distinction the Master makes is not recognized by the Courts of Appeals of this state. Additionally the Master's asserted distinction was not raised or requested by any party. In support of the distinction, the Master cites State v. Mouzon, 326 S.C. 199, 204, 485 S.E. 2d 918 (1997), and LaSalle Bank v. Davidson, 386 S.C. 276, 280, 688 S.E. 2d 121 (2009). The case of Mouzon is a criminal matter where our state Supreme Court determined the trial court erred by not allowing the Defendant to make a closing argument, and that the harmless error standard did not apply in that instance. 326 S.C. 199, 204, 485 S.E. 2d 918 (1997). In Davidson, a Supreme Court case, the Court concluded that the harmless error standard did not apply to an instance where the Master failed to attend the final hearing of a foreclosure proceeding, but executed Plaintiff's proposed order. Neither of these cases is analogous or applicable to the present matter. The Master's has refused to apply fraud and collusion standard originated in 1882 with Yates v. Gridley, 16 S.C. 496, and has chosen to ignore Yates' numerous progeny, up to and including Player, which establish the fraud and collusion standard as a well-founded principle. The refusal to apply the fraud and collusion standard is an error of law.

8. The Third-Party Purchasers would respectfully assert that Master erred in amending his Order to find that the "Plaintiff's grossly negligent attempts at service deprived the Defendant of adequate notice" and/or due process and therefore the Master lacked personal jurisdiction over the Defendant at the time it filed the Order of Foreclosure. The Defendant did

not assert a lack to due process existed before the Master issued his order of July 22, 2014, and as noted in Player, assertion that a that a party was deprived of due process which was not raised before the Master cannot be subsequently raised. 341 S.C. 424, 535 S.E.2d 128 (2000); Bakala v. Bakala, 576 S.E.2d 156 (2003) (a dues process issue which is not raised is not preserved.).

9. The Third-Party Purchasers would respectfully assert that the Master erred in amending his order to find “the Judgment of Foreclosure and Sale is VOID pursuant to S.C.R.C.P. 60 (b)(4).” “The definition of void under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction. . . The requirements of due process not only include notice, but also include an opportunity to be heard in a meaningful way, and judicial review.” Universal Benefits, Inc. v. McKinney, 561 S.E.2d 659 (Ct. App. 2002). The Courts findings in McKinney are analogous to this matter. In McKinney the Court found that the order should not have been vacated under Rule 60(b)(4), SCRCPP, based upon due process or personal jurisdiction because it was undisputed the party was afforded notice of the order, an opportunity to be heard, and to receive judicial review of the order. The Court found this because the party received notice in time to move for reconsideration pursuant to Rule 59(e), SCRCPP, and the party could have filed an appeal, but did not timely avail itself of either procedural remedy. The same is true in this case. It is undisputed that on or about March 26, 2014, the Defendant had actual notice that a foreclosure hearing had been held. The Master did not file the Order of Foreclosure until April, 8, 2014. The Defendant had plenty of time to avail itself of the procedural remedy provided by Rule 59, SCRCPP, and if the Master denied the motion for reconsideration, the Defendant could have sought further judicial review through the Court of Appeals. However, the Defendant did not timely avail itself of these remedies and therefore is

was in error that Master Amended his Order to state that Order of Foreclosure was void pursuant to Rule 60(b)(4).

10. The Order states: "that Court does not find it necessary. . . to rule on Third-Party Purchaser's disputed status as Bona Fide Purchaser for Value. The Court, however, as expressed at the hearing to the parties, stands prepared to make a ruling as to the Bona Fide Purchaser for Value issue with further briefing of the matter." In this case Third-Party Purchasers filed a Memorandum on July 3, 2014, asserting that they were Bona Fide Purchaser's for Value (hereinafter "BFPV"). During the July 3, 2014, hearing Third-Party Purchasers asserted that they were BFPV. The Master's Order on July 22, 2014, failed to address whether Third-Party Purchasers are BFPV. On August 1, 2014, Third-Party Purchasers filed a Motion for Reconsideration of the Order of July 22, 2014. In the Motion Third-Party Purchasers again asserted that they are BFPV. During the August 18, 2014, hearing on Third-Party Purchasers' Motion for Reconsideration Appellants again asserted they were BFPV. Third-Party Purchasers would assert that they cited the relevant BFPV case law. Additionally, on August 20, 2014, the Master filed an Order denying Third-Party Purchasers Motion to Reconsider and granting the Defendant's Motion to Amend the Order. On September 2, 2014, Third-Party Purchasers filed a Motion to Reconsider the Order of August 20, 2014. Third-Party Purchasers attached to the Motion to Reconsider a copy of Ashton, which was filed by the Court of Appeals the same day the Master filed his Order denying Third-Party Purchasers Motion to Reconsider. Third-Party Purchaser's would assert that Ashton directly answers the question the Master asked the parties to brief him on when he said "If the notice is defective I don't know what that means to a BFE for value. I don't know. If you-all can get me up to speed on that I'll give you a ruling on it." (8/18/14, Tran., p. 40, line 11 – p. 41, line 1) The Appellants would assert that Ashton states the

alleged issues with service in this matter do not affect the Appellants' rights as BFPV. See Bloody Point Property Owner's Association, Inc. v. Ashton, Opinion No. 5262 (Ct. App. Filed August 20, 2014). The Master denied the Appellants' September 2, 2014, Motion to Reconsider by Order filed on September 19, 2014. Attached to the Master's September 19, 2014, Order is a copy of Ashton. Third-Party Purchasers would assert that they have brief the Master on the relevant case law as to BFPV, and would respectfully assert that the Master's continued refusal to rule as to the Third-Party Purchaser's BFPV status is an error of law.

For the reasons set forth above Third-Party Purchasers respectfully request that the Master Reconsider his Order of filed on February 10, 2015, granting the Defendant's Motion to Amend the Order of July 22, 2014, and amending said Order.

The undersigned hereby certifies and affirms in accordance with Rule 11(a) of the South Carolina Rules of Civil Procedure that prior consultation with opposing counsel for the purpose of resolving the matter, will serve no useful purpose.

PLEASE BE PRESENT TO DEFEND IF SO MINDED.

RESPECTFULLY SUBMITTED



D. Conor Keys
843 Robert E. Lee Blvd.
Charleston, SC 29412
Phone: 843-906-3998
dconorkeys@gmail.com
Attorney for Third Party Purchasers

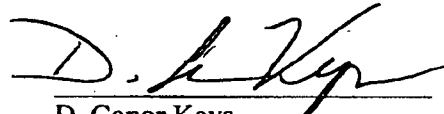
CERTIFICATE OF SERVICE

I certify that on the 18th day of February 2015, a copy of the within Third-Party Purchasers Motion to Reconsider was delivered by mailed, addressed to opposing counsels as follows:

Amanda Reece
Reece Law Firm, LLC
871 Low Country Blvd. #200

Mt. Pleasant, SC 29464

Stephanie C. Trotter
140 Stoneridge Drive Suite 650
Columbia, SC 29210
P.O. Box 212069
Columbia SC 29221


D. Conor Keys

1 STATE OF SOUTH CAROLINA)
 2 : IN THE COURT OF COMMON PLEAS
 3 COUNTY OF CHARLESTON) CASE NO. 2013-CP-10-4248
 4 BELLE HALL PLANTATION)
 5 HOMEOWNERS ASSOCIATION,))
 6 INC.,)
 7)
 8 Plaintiff(s),)
 9)
 10 -vs)
 11)
 12 JOHN A. MURRAY, et al,)
 13)
 14 Defendant(s),)
 15 -----)
 16)
 17)
 18)
 19)
 20)

HEARING

11 Given before The Honorable Judge Mikell Scarborough in
 12 the Charleston County Courthouse, 100 Broad Street, Suite
 13 266, Charleston, South Carolina on Thursday, July the 3,
 14 2014, commencing at 10:00 o'clock a.m.

21 RAY SWARTZ & ASSOCIATES OF SOUTH CAROLINA
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A-P-P-E-A-R-A-N-C-E-S

For the Plaintiff : McCabe Trotter & Beverly
By: Stephanie Trotter, Esq.,
PO Box 212069
Columbia, SC 29221

For the Defendant : Reece Law Firm
By: Amanda Reece, Esq.,
871 Low Country Blvd. - Ste 200
Mt. Pleasant, SC 29464

Also Present : Mary Elizabeth, John Murray,
David Keys

INDEX TO EXHIBITS

(None were marked.)

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1 THE COURT: Which one are y'all here for?

2 MS. TROTTER: Judge, this is Belle Hall versus
3 Murray. It's John Murray, the trustee's motion.

4 THE COURT: Okay. So who's representing the
5 trustee?

6 MS. REECE: That would be me, Your Honor.

7 THE COURT: Ms. Reece.

8 MS. REECE: Mary Elizabeth, my paralegal, and
9 Mr. Murray.

10 THE COURT: You may proceed.

11 MS. REECE: Your Honor, we are here to ask the
12 Court to set aside, to vacate the judgment of foreclosure
13 and set aside the sale. We believe that we have grounds
14 under Rule 60(b) in extraordinary circumstances where
15 Mr. Murray was deprived of his ability to counter any
16 arguments due to the service. The service was, there was an
17 Affidavit of Service that was a misrepresentation to the
18 Court. And that misrepresentation to the Court we would
19 argue was fatal.

20 Essentially what happened is the plaintiff's counsel
21 approached the Court for an Order of Publication and based
22 their search on a Westlaw search of his father, not he. He
23 is the trustee of the estate of his now deceased father. So
24 his father is John E. and he is John A. The trace that they
25 did to discover an address, and you can see it in the

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1 exhibit in support of the Order of Publication. So
2 essentially they went to two nursing homes and the property
3 address. The property is occupied by tenants. The nursing
4 homes or assisted living facilities were where his father
5 had stayed prior to passing away.

6 We would further argue that Mr. Murray's address was
7 readily available at all pertinent times to the plaintiff.
8 We have obtained -- if I may approach.

9 THE COURT: Sure.

10 MS. REECE: This is the rebuttal affidavit from
11 Mr. Murray. There was one filed by a Karen Dejong, which we
12 would like to strike. And then this is an affidavit from
13 Harry Tecklenburg. And essentially if you go to the bolded
14 area of the affidavit of Mr. Tecklenburg he states through a
15 search of his office in the system where anybody could
16 search -- the affidavit of the plaintiff, even the affidavit
17 in support of today's motion states that they searched the
18 website for the tax mailing address. That affidavit from
19 Mr. Tecklenburg states that as of March 15th of 2013 the
20 address would have reflected at Mr. Murray's residence.

21 THE COURT: What date?

22 MS. REECE: March 15th, 2013. And the complaint
23 was filed in July of 2013. Interestingly enough when the
24 Notice of Lien was filed in May of 2012 that was filed
25 against his father and not in his name. And he was already

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1 in title at that time.

2 THE COURT: Tell me about the title. Let's talk
3 about the title for a second.

4 MS. REECE: Mr. Murray took title as trustee when
5 a trust was created. He took title in May of 2011, I
6 believe it is as trustee. He remains in title as trustee
7 all the way up and through this action. There was some, in
8 a prior affidavit that we are withdrawing on behalf of
9 Mr. Murray there was discussion about a deed later filed,
10 which I don't think is pertinent. This past December he
11 transferred the deed from himself as trustee to himself
12 individually. And at that point in time the deed reflected
13 the proper address. The original deed deeding it to him as
14 trustee the tax mailing address not changed however --

15 THE COURT: Which was the property address I
16 assume?

17 MS. REECE: Right. But we're having a hard time
18 understanding how, number one, you're looking for somebody,
19 you go to an assisted living facility. And in the Westlaw
20 search which supports their affidavit for publication they
21 attempt to serve at the property. They attempt to serve at
22 the two assisted living facilities. The next address on
23 here is his address. And that's where it was stopped.

24 So it's just a little odd that you're in assisted
25 living facilities. We don't go check Probate Court. Of

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1 course in Probate Court they wouldn't have found it unless
2 they also searched John E. Murray his father. He would have
3 been found to be the personal representative at the proper
4 address listed there.

5 And then the notice of the hearing goes to a completely
6 separate place. The notice of the hearing goes to an
7 address never mentioned prior to this, which is Loyalest
8 Lane. So the Summons and Complaint were never attempted to
9 be served to Loyalest Lane, which was his childhood home.
10 And the affidavit conforming with the publication per the
11 order, that one just went to Loyalest Drive as well.

12 So we would argue that they didn't comply with the
13 statute because they didn't attempt to serve at the last
14 known address. Per their own affidavit the last known
15 address was the Tradition Circle.

16 And then we would further argue, Your Honor, that when
17 referencing the docket Mr. Murray -- the house was sold on
18 May 6th. And Mr. Murray came to my office on May 9th and
19 retained me. In viewing of the docket there was apparently
20 an oral statement by Your Honor that the house was not to be
21 sold prior to May 20th. I believe what happened was the
22 plaintiff published early. And so the sale was allowed May
23 6th. The writing viewing at the docket, anybody looking at
24 it it says no sale before May 20th.

25 And then another shocking event is that Mr. Murray

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1 actually did find out when his tenants dropped off the
2 notice to his house after the hearing. The hearing and the
3 sale was ordered March 18th. Somewhere around March 22nd,
4 23rd it was dropped off at his house. And Mr. Murray
5 e-mailed Ms. Trotter saying what is this about. If it's
6 money I can pay you. That's attached to his affidavit.

7 I've also attached bank statements showing that he had
8 the funds available and a certified check that today he
9 still has the funds available. And that e-mail went
10 unanswered. And I have the funds here if you would like
11 them.

12 THE COURT: The sale went down on May the 6th?

13 MS. REECE: 6th. So we simply assert that all
14 they had to do was check the tax records on the website.
15 And Mr. Tecklenburg attests to that quite nicely in that
16 affidavit, which they worked very hard to research it.

17 THE COURT: Let me hear from you.

18 MS. TROTTER: Judge, I apologize. We just
19 received the auditor's affidavit this morning, so I don't
20 have this in the form of an affidavit. But I can swear to
21 you that I searched it myself on July the 1st. And I don't
22 have a copy for you. I can show it to you right now. I
23 didn't know you would need it until I got your affidavit.
24 It's a print out from the Charleston County Auditor site
25 that currently shows a mailing address of 3100 Tradition

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1 Circle. So the idea that if we had just gone to the website
2 to search it we would have seen, it's dated two days ago and
3 it was still showing that mailing address.

4 I think to overcome a sale based on the idea that the
5 publication order wasn't correct she has to show that I or
6 my client was involved in some sort of fraud or conclusion.
7 And I think at best what she is arguing is they should have
8 done more research. They should have looked harder. She
9 hasn't alleged any facts that I did anything wrong. I mean,
10 I guess she says I make a misrepresentation to the Court.

11 But I think it has to rise above that. It has to arise
12 to some level of fraud that I've intentionally mislead the
13 Court, which Your Honor, I would never do. It's not my
14 client's intention to have this property sell to a third
15 party. The association never wants to publish because the
16 chances of getting paid are slim to none. They always want
17 to reach the owner so that they can work out some sort of
18 plan.

19 I have an affidavit and a memorandum that I'd like to
20 hand up to Your Honor. The affidavit itself contains many
21 exhibits showing a WhitePages.com search, showing a Skip
22 Trace search result list for any John Murray in Charleston,
23 South Carolina. WhitePages.com the only John A. Murray or
24 John Murray in Charleston shows a Bowman Road address, which
25 is one of the addresses we tried.

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1 When you run the Hidden Bridge address that he states
2 he lives at it does not come up connected to him. It comes
3 up connected to, I think Helen Skelton (ph). His name is
4 not listed as any of the connections on that address. I
5 pulled the Skip Trace, the full Skip Trace that we used when
6 we initially did our service, and the first page of that is
7 attached to our affidavit for publication. And yes, the
8 Hidden Bridge address is listed on there, however in the
9 body of the search it says that that address was last
10 reported in 2011.

11 So my office would not have used an address that was
12 over three years old or two years old at the time to search
13 for someone when the more recent addresses didn't work. I
14 don't think the burden is that the plaintiff has to serve
15 every address under the sun that comes up in any search.
16 It's that they have to do some sort of due diligence. They
17 looked at the tax records. And if you don't mind I'll hand
18 this up to the Judge so he can see it.

19 MS. REECE: That's fine.

20 MS. TROTTER: They looked at the tax records which
21 showed the Tradition Circle, which is where they attempted
22 service. And if you'll notice that the affidavit of service
23 from the property address says that the process server spoke
24 with the tenants. The tenants admitted that they rented
25 from John Murray. They gave a phone number. And the

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1 process server attempted to call that phone number, and it
2 was out of service.

3 So there were phone calls made. There was multiple
4 attempts at service. And I don't think any of the
5 affidavits that have been filed have any allegation that
6 arise to the level of some sort of fraud between myself and
7 the Clerk of Court, or myself and the process servers,
8 certainly not myself and the third party purchaser. I've
9 never met Mr. Keys before today.

10 And the one last thing that I have, Judge, again, I
11 didn't see Mr. Murray's new affidavit until this morning,
12 but while we were sitting here this was the first I had
13 heard of an e-mail that was sent to me. While we were
14 sitting here I searched my e-mails using his e-mail address,
15 and nothing came up. So I don't doubt that he sent it, but
16 I do affirm to you that I have searched, and I did not
17 receive it. I also checked his file while we were sitting
18 here. We did not receive any written correspondence from
19 him. We did not receive any faxed correspondence from him.

20 And I find it a little disturbing on our part that
21 Mr. Murray, apparently the first affidavit that was filed
22 said he did not know anything about this until after the
23 sale had taken place. This new affidavit says no, he knew
24 about it some, I think 14 days after the hearing was held,
25 but nothing was done until after the sale and after a third

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1 party purchaser had already changed his position in reliance
2 on the record.

3 THE COURT: Mr. Keys, you want to be heard?

4 MR. KEYS: Certainly, Your Honor. If I may, I
5 also have a memorandum.

6 THE COURT: Thank you, sir.

7 MR. KEYS: I would note that the defendant's
8 motion was under Rule 59 or alternatively Rule 60. The
9 defendant by their own affidavit recently submitted to us
10 states that they had knowledge of the action prior to the
11 order of foreclosure being filed with the Court, so more
12 than enough time to file a Rule 59. That did not in fact
13 occur. And you only have ten days to file a Rule 59, so
14 that is an inappropriate motion.

15 As to Rule 60 they appear to be asserting it under
16 60(b)3 fraud, misrepresentation. 60(b)3, in order for it to
17 be fraud, Your Honor, it must be extrinsic fraud. Extrinsic
18 fraud is something collateral to the action. What we're
19 talking about here is if were a fraud, which I would say it
20 is not, is intrinsic fraud if we were to exist. It's a
21 fraud as to the affidavit. They're asserting that it was
22 dissective, misrepresentative, or fraudulent.

23 Well, the affidavit is before the Court. The Court
24 could have found any issues with the affidavit in the
25 process of litigation. And our Supreme Court has said they

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1 have a strong policy against over turning 60(b) motions on
2 an intrinsic fraud, because if we over turned every motion
3 on documents that were before the Court then every judgment
4 would come into question.

5 I would further state that I'm a bona fide purchaser,
6 Your Honor. I purchased the property. I paid the full
7 amount. I purchased from a proper judicial sale. I
8 purchased prior to learning any defect, prior to Mr. Murray
9 filing his motion. I have no recourse if the sale is over
10 turned. Mr. Murray does have causes of action. If he so
11 chose he could pursue the HOA, the plaintiff. I do not. It
12 would be highly prejudicial. I've expended funds on
13 insurance. I have acquired, I've retained counsel to
14 attempt to acquire title insurance. I have expended time
15 and effort.

16 I would also assert that he is not entitled to
17 appraisal rights, A because this is not a mortgage
18 foreclosure. B, because you only have 30 days to assert
19 appraisal rights, and that time has lapsed. C, no
20 deficiency judgment was sought in this matter.

21 Also I would further assert that the purchase price is
22 not so gross as to shock the conscience, that it is -- I'm
23 bad at math -- around 40 percent or so. Cases have held
24 30 percent was adequate. I cite all this in my memorandum.
25 Furthermore, generally speaking it has to be less than

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1 ten percent according to our court records for a price to be
2 so gross to shock the conscience.

3 I would also just note that the deed that defendant's
4 counsel stated was not pertinent, the December 13th deed, to
5 give a full description of the deed. So in 2011 Mr. Murray
6 as attorney in fact transferred a deed to -- John A. Murray
7 as attorney in fact transferred a deed to John E. Murray and
8 Gloria Murray Family Trust. That's the way it reads. In
9 December, 2013 prior to the order of foreclosure Mr. Murray
10 again went into the RMC records and transferred the deed out
11 of the trust to himself.

12 While he is in the public records a person -- Spence v..
13 Spence, which is quoted in my memorandum, Your Honor, states
14 that a person is deemed to have constructive knowledge of
15 public records. He's transferring title to the subject
16 property of this action, but he doesn't bother to go see if
17 there's any possible discrepancies with the title he's
18 transferring. He's bound by those actions. He further,
19 simply by his own affidavit, Your Honor, had knowledge
20 months prior to the sale. That's all, Your Honor.

21 THE COURT: All right. Ms. Reece, let me hear
22 from you on that. I guess what gives me concern is he says
23 he knew about it some time shortly after the decree was
24 entered. Do I have any record of any attempt to over turn
25 the sale prior? I have to check the date when it was first

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1 filed, but I saw an appearance on June the 30th. So what's
2 going on between March and June?

3 MS. REECE: Well, he's attempting to -- he's
4 speaking to attorneys. I don't have exact names. He's a
5 little bit in shock. He's waiting for a phone call back.
6 He calls -- and I have called Ms. Trotter's office, and it
7 does ring through to this trap of like you can't leave
8 voicemails. It's for collections. The second time I did
9 get through. I got through by e-mail.

10 But I would argue, Your Honor, that the notion, just to
11 dispel this notion. When the print out of the screen shot
12 that Ms. Trotter produced to you, there are three different
13 avenues to go in and search the address. That particular
14 screen shot I don't have. I think I have it here some
15 place. But it will tell you that on that particular site
16 that site has not been updated since 2011.

17 So I feel that this is perhaps not a misrepresentation,
18 but why are we seeing an affidavit some time around when my
19 client retained me I took a look. But we don't have it as
20 any supporting evidence in the current affidavit. So why do
21 we just get to say, oh, yeah, I did that, when it's not the
22 case?

23 And I would further argue, Your Honor, that they're
24 searching. They never looked for Mr. John A. Murray. He
25 was the title holder. Everybody knows that. They didn't

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1 try. The fact that several years later, a year and a half
2 later, sure, if you put in Murray in the tricounty search
3 there's like a hundred names that come up in the Westlaw
4 search. But if they had put in John A. Murray at the time
5 that this Westlaw search was done, arguably they would have
6 eliminated the nursing homes. So why do we stop at nursing
7 homes and not go to the third address?

8 And as far as Mr. Keys is concerned, I would argue that
9 he's educated in the matter and that while the deed that was
10 filed in December, which does reflect the Hidden Bridge
11 address, the home of Mr. John A. Murray was not on the deed
12 in 2011, it was readily available. And this could have been
13 expected.

14 Pretty much any layman that you speak to is shocked by
15 the story. How can you owe somebody \$1,500 and lose a
16 \$300,000 house free and clear of all other liens? So I
17 don't think that it's inexcusable that Mr. Murray was kind
18 of frozen not really knowing what to do, because he pays all
19 of his bills. And he just, that is one that was an
20 oversight that went to his father.

21 MR. KEYS: If I may make one brief point, Your
22 Honor.

23 THE COURT: All right. Go ahead.

24 MR. KEYS: Attached to my memorandum as Exhibit A
25 is actually a different copy of the same search that

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1 Ms. Trotter just presented to you. The staple kind of
2 obscures it, but prior to the sale, Your Honor, on according
3 to the date hidden by the staple, April 24th, 2014 I had
4 noticed the property on the auction list. I was looking
5 around to see if there were any mortgages or anything. And
6 I looked in the Charleston County Tax Records. And I also
7 came up with the same address, which is the first address
8 that the process server attempted to serve in this action.
9 The process server attempted to serve three addresses.

10 And the Westlaw search that we've spoken of before, the
11 fourth address is apparently Mr. Murray's address. I don't
12 know what due diligence is. Is the not three? Do you have
13 to move to four and you define that as due diligence? That
14 would be a question for you, Your Honor.

15 MS. TROTTER: Judge, can I just clear up one
16 thing?

17 THE COURT: Sure. Go ahead.

18 MS. TROTTER: I take a little bit of concern with
19 the statement that we shouldn't be allowed to testify to
20 things not in an affidavit here. I received their new
21 affidavit of the defendant and the affidavit of the auditor
22 when I walked into the courtroom this morning. I think the
23 rules require that you file your affidavits in support of a
24 motion with your motion. There were no affidavits filed.
25 Actually my affidavit was the first affidavit filed in this

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1 matter, so I had to take a guess at what facts we were going
2 to be rebutting.

3 And just while they have been talking I've accessed our
4 case log. I just want to clear one other thing up for the
5 Court. We received a deed prep sheet from your office in
6 April that states the sale is May the 6th. So I'm not sure
7 what was said at the hearing. I believe Ms. Willis from my
8 office covered that hearing. But the deed prep sheet said
9 it was May the 6th. It was advertised for May the 6th. And
10 as Mr. Murray's affidavit states he was aware of the action
11 and apparently simply sent an e-mail and made two phone
12 calls where he did not leave a message.

13 At best I think they have said you should have tried
14 harder. But our courts say that absent fraud or collusion
15 the trial court doesn't go back and over turn the Clerk of
16 Court's order saying that they were satisfied with the
17 affidavit. So unless they're alleging they have some sort
18 of facts to support fraud and collusion on my part I don't
19 think they can argue that we should have tried a forth
20 address, that three wasn't enough.

21 THE COURT: Other than the handup that I think
22 both of y'all are now referencing to the auditor's website
23 showing that Loyalest Drive, anything y'all want to add to
24 the record?

25 MS. TROTTER: No, Judge.

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1 MS. REECE: Your Honor, Ms. Bennet can attest to
2 all about those websites. That one, only that site will
3 show you it is not updated since 2011. So that is why it's
4 showing a prior to 2011 address. May Mary Elizabeth explain
5 to you, Your Honor?

6 THE COURT: Sure.

7 MS. ELIZABETH: The treasurer's office, the
8 assessor's office, and the auditor's office all use the same
9 computer system. It's the GIS Index.

10 THE COURT: For some reason they quit entering
11 information in when, 2012?

12 MS. ELIZABETH: They quit entering information in
13 the property cards some time in 2011. And when you get on
14 to the auditor's page and you click property card, in red it
15 posts this page isn't updated since 2011.

16 THE COURT: Right. Okay. I'm going to take this
17 one under advisement. I'm going to review this and read it.
18 I'm going to tell you that Ms. Trotter cites the Yarborough
19 case, which I think is probably the controlling law here.
20 And that's not good for Mr. Murray. But I'm going to take a
21 look at the facts. I'm not going to rule today. I'm going
22 to take a look at it. Mr. Keys certainly has a right to be
23 here as the purchaser.

24 For the record our record reflects that the hearing was
25 on the 18th of March. I generally set sales 60 days out.

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1 For whatever reason this one got moved to the 6th of May.
2 What gives me concern when I read the affidavit of
3 Mr. Murray is that apparently around on or by the 28th of
4 March, within ten days of the hearing date and probably
5 prior to -- I haven't checked the date of the order yet but
6 probably prior to the date the order was entered he had some
7 notice or knowledge of this thing going on.

8 MR. MURRAY: May I?

9 THE COURT: Sure.

10 MR. MURRAY: I'm not a lawyer.

11 THE COURT: I understand.

12 MR. MURRAY: With all the problems that I suffered
13 under my parents, you know, because it was a very slow
14 decline. And they moved from, you know, from their house to
15 the house at Belle Hall to three different retirement homes,
16 and then my dad passed away. It's just a long drawn out
17 process. When the tenants put it on my doorstep and I
18 looked at it, the next day I did contact the lawyer,
19 Ms. Trotter. And I just, you know, once again, I'm not a
20 lawyer, Your Honor. I just waited for some kind of
21 response. And when it didn't come that's when I went out
22 and got lawyers. I was not aware -- the date on the letter
23 that I received had already passed, so I assumed that
24 everything had already happened and just waited for her to
25 come back to me. And when she did not it was a couple weeks

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1 and I contacted lawyers.

2 THE COURT: Ms. Trotter, what is your e-mail
3 address? Let me make sure.

4 MS. TROTTER: The e-mail address is correct on the
5 affidavit, Judge. I can tell you on the record, off the
6 record, I get about a hundred e-mails in my spam folder
7 every day. And I do check those, and I do go through them.
8 But like I said, I searched it when I sat here. We
9 certainly would have e-mailed him back had we gotten it.

10 THE COURT: Stephanie.Trotter@McCabeTrotter.com,
11 right?

12 MS. TROTTER: Yes, Judge. And it's spelled
13 correctly. I looked at his affidavit. I'm not sure why it
14 didn't get through.

15 THE COURT: I'm going to sit on this. I'll give
16 y'all an answer within ten days.

17 MS. TROTTER: Thank you.

18 MS. REECE: Thank you.

19 MR. KEYS: Thank you, Your Honor.

20 (Hearing concluded at 10:30 o'clock p.m.)
21
22
23
24
25

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1 STATE OF SOUTH CAROLINA)

2 : C-E-R-T-I-F-I-C-A-T-E

3 COUNTY OF DORCHESTER)

4 I, Stacey L. Scoggan, Court Reporter and Notary Public,
5 certify that I did have The Honorable Mikell Scarborough to
6 appear before me at 10:00 o'clock a.m. on Thursday, July 3,
7 2014, at the Charleston County Courthouse, 100 Broad Street,
8 Suite 266, Charleston, South Carolina; that the witness was
9 sworn and cautioned to tell the truth, the pages constitute
10 a true and accurate transcript of the testimony given at
11 that time and place.

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

15 IN WITNESS WHEREOF, I have hereunto set my hand and
16 seal this the 5th day of August, 2014.

17
18
19 
20 Stacey L. Scoggan

21 Notary Public for South Carolina

22 My Commission Expires: February 23, 2021
23
24
25

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1 STATE OF SOUTH CAROLINA
2 COURT OF COMMON PLEAS
3 COUNTY OF CHARLESTON

4 BELLE HALL PLANTATION HOMEOWNER'S
5 ASSOCIATION, INC.,

6 Plaintiff,

7 vs. CASE NO.: 2013-CP-10-4248

8 JOHN A. MURRAY, TRUSTEE OF
9 JOHN E. MURRAY GLORIA C. MURRAY
10 FAMILY TRUST,

11 Defendants.

12 -----
13 David Conor Keys and Karen Keys
14 Third Party Purchasers.
15 -----

COPY

16 Hearing before the Honorable Mikell R.
17 Scarborough, reported by Christine A. Smith,
18 Notary Public, at 3:07 p.m. on August 18, 2014
19 at 100 Broad Street, Charleston, South Carolina.

20
21 Christine A. Smith, Court Reporter

22 Master-in-Equity

23 100 Broad Street, Suite 266

24 Charleston, South Carolina, 29401

25 (843) 958-5071

casmith@charlestoncounty.org

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BY: D. Conor Keys

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P R O C E E D I N G S

1
2
3 THE COURT: Let me call it,
4 and we'll have everybody put their
5 appearances on the record. This is Belle
6 Hall Plantation Homeowner's Association,
7 Inc. is the Plaintiff versus John A.
8 Murray, Trustee of John E. Murray and
9 Gloria Murray Family Trust, Defendants.

10 For the Plaintiffs?

11 MS. WILLIS: Good afternoon,
12 Judge. Ainsley Willis on behalf of Belle
13 Hall.

14 THE COURT: Very good. For
15 the Defendants?

16 MS. REECE: Amanda Reece, John
17 A. Murray.

18 THE COURT: Thank you,
19 Ms. Reece.

20 MS. BENNETT: And Mary
21 Elizabeth Bennett, paralegal.

22 THE COURT: Okay. And then
23 Mr. Keys?

24 MR. KEYS: Yes, Your Honor.
25 David Conor Keys for the third party

1 purchaser of who I am one.

2 THE COURT: I issued an order
3 July 22, 2014 which set aside the sale of
4 this property which took place on the 6th
5 of May, 2014 when Mr. and Mrs. Keys
6 bought the property for \$100,000. The
7 stated basis is the Court finds in the
8 interest of equity and good cause
9 Defendant's motion. That was Defendant's
10 motion of Mr. Murray to set aside the
11 sale.

12 I set forth what was to happen
13 to the funds and what was to go on with
14 that. The order further stated that the
15 Keys' were to retain the rents collected
16 from the tenants for the months of June
17 and July of 2014.

18 The lis pendens was to be
19 canceled. The judgment for foreclosure
20 vacated. The Master's Deed conveying the
21 title was to be void and title restored
22 in the name of John Murray individually
23 and the action dismissed without
24 prejudice. It's further added that
25 Defendant Murray could request a

1 confirmatory deed to retain jurisdiction
2 to do so.

3 Since then there has been a
4 flurry of filings, and I'm not even going
5 to begin to start with them. I'm going
6 to turn to -- I don't know who filed
7 first. Let's start. Let me start with
8 the Plaintiffs, then I'll go to
9 Defendants, and then I'll go to Mr. Keys.

10 From you-all's perspective
11 where do you stand?

12 MS. WILLIS: Your Honor, it's
13 Belle Hall's position that we really
14 don't have any skin in the game at this
15 point. We're fine with the Court's order
16 as written. To the extent that Paragraph
17 5 of Defendant's motion asks you to find
18 that there was misrepresentation made to
19 the court intentionally or negligently.
20 Belle Hall's position is that there's no
21 evidence in the record to support such a
22 finding. The affidavits, arguments of
23 counsel, conference call with Your Honor,
24 none of which support a finding of
25 misrepresentation.

1 At best my office didn't do a
2 good enough job looking for the
3 Defendant, but there's absolutely no
4 evidence whatsoever of any
5 misrepresentation to the Court.

6 Obviously to my client, Belle
7 Hall, there's no incentive to publish a
8 case. It simply is a last resort. Our
9 goal is always to get the Defendant's
10 attention and to get the Association
11 paid.

12 At this point we don't really
13 care who gets the house. The Association
14 has been paid through the funds through
15 the Court.

16 THE COURT: You have received
17 the funds then?

18 MS. WILLIS: Yes. I have been
19 informed by Ms. Trotter. I was just
20 given this case over the weekend as she
21 had a scheduling conflict.

22 THE COURT: Okay.

23 MS. WILLIS: It's just our
24 request, Your Honor, that you issue the
25 order as written, or if you're inclined

1 to agree with the Defendant's position
2 that you expressly find that there are no
3 findings of fraud, collusion, or
4 misrepresentation.

5 THE COURT: All right. Very
6 good. Okay.

7 MR. KEYS: Your Honor, we've
8 got a couple of motions that are pretty
9 intermingled here. I think if we try to
10 take them one at a time so as not to
11 confuse them it would be really helpful.

12 THE COURT: That's why I've
13 got you-all in here because it was coming
14 fast and furious. What I'm hearing from
15 the Plaintiff is they have really got no
16 dog in the fight and they've been paid,
17 and so they're out of here, right? So
18 the dog that's left is the Keys and the
19 Murrays, right? Am I right about that?

20 MR. KEYS: Yes, Your Honor.

21 MS. WILLIS: You are right,
22 Your Honor.

23 THE COURT: So who filed
24 first? Mr. Keys?

25 MR. KEYS: Your Honor, I

1 filed --

2 THE COURT: I'm happy to do
3 them seriatim because that's the only way
4 I can even keep them straight.

5 MR. KEYS: We have three
6 motions before Your Honor today. I filed
7 a motion to stay a couple of hours before
8 you filed the order of foreclosure. I
9 filed a motion to reconsider timely
10 after -- I'm sorry, not the order of
11 foreclosure -- the order granting the
12 motion to vacate. I timely filed a
13 motion to reconsider the order granting
14 the motion to vacate. Subsequently
15 Defendant filed a motion to amend that
16 ruling.

17 It seems to me that --

18 THE COURT: That being the
19 motion to vacate?

20 MR. KEYS: Yes. If we did the
21 reconsideration, if you were to grant it,
22 it seems to me that that would moot the
23 other two. I would like to do that
24 first.

25 THE COURT: Go ahead. Okay.

1 MR. KEYS: There are
2 essentially a couple of different grounds
3 I would assert as to why Your Honor
4 respectfully erred in granting the motion
5 to vacate the order of foreclosure
6 setting aside the sale.

7 The first is that the Clerk of
8 Court made the actual findings as to due
9 diligence. My understanding, from the
10 phone conference we had with Your Honor
11 on, I believe, July 11th is that Your
12 Honor felt there was a lack of due
13 diligence in this case.

14 Our Court of Appeals in
15 Montgomery, which is a '97 case, has made
16 it clear that where the Clerk of Court
17 finds due diligence occurred and makes
18 that factual finding the Circuit Court is
19 without authority to overrule the Clerk
20 of Court's findings.

21 Furthermore, if you were to
22 overrule it or have the authority to do
23 so, which we would assert you do not
24 respectfully, the standard for
25 overturning an order of publication is

1 generally absent fraud or collusion,
2 which is Player, a Supreme Court case.

3 Your Honor has seemed to make
4 it clear that there is no finding of
5 fraud in this matter. I haven't heard
6 any reference of factual findings from
7 anyone that there's collusion involved in
8 this matter. So we would assert that
9 under 60(b) that there's no basis to
10 overturn the order of publication.

11 As to Rule 59, which the
12 Plaintiff filed their motion under, 59 is
13 the jurisdictional ten days. They filed
14 that motion quite some time after Your
15 Honor would have lost jurisdiction to
16 hear Rule 59 on the order of foreclosure
17 and sale.

18 I think what we will be talking
19 about a lot today is bona fide purchaser.
20 First I would assert, Your Honor, that I
21 asserted that I was a bona fide purchaser
22 at the July 3rd hearing. I would assert
23 that the Defendant did not assert any
24 sort of defense or facts in dispute of my
25 assertion of being a bona fide purchaser.

1 The Defendant has since filed
2 Affidavits with the Court which seem to
3 want to contest that. This is a motion
4 to reconsider, Your Honor. I am not
5 asking for a new trial. It's motion
6 under 59(e). There's no new knowledge
7 within those Affidavits that they did not
8 know at the time of the July 3rd hearing.
9 I would argue that if you don't raise it
10 at the time you have lost it.

11 You cannot raise a defense that
12 wasn't asserted in a Rule 59(e) motion
13 later on -- it's Patterson v. Reid, and
14 Ray Beard (phonetic) also says it, Gainey
15 v. Gainey says that, Your Honor. So I
16 would assert they don't have the grounds
17 to raise an objection at this time to my
18 bona fide purchaser.

19 Nonetheless, I would state that
20 there is a clear distinction that appears
21 by the Affidavits that they're seeking to
22 assert that I had knowledge of a defect,
23 and therefore I am not a bona fide
24 purchaser. I would say there is a large
25 distinction between a defect in title to

1 property and an alleged defect as
2 referenced in a motion that is filed with
3 the Court.

4 If a motion is to be a defect
5 in title then a purchaser at the judicial
6 sale, what's the public policy argument
7 on that, Your Honor? So upon the filing
8 of a motion a judicial sale purchaser is
9 to believe, well, the order of
10 foreclosure must have been an
11 invalidating practice. Somebody filed a
12 motion.

13 Moreover in this incident case,
14 I was delivered title from the Court
15 after the Court had knowledge of the
16 motion which further supports my belief
17 that the Court has given me a proper and
18 valid order, a proper deed. If a
19 judicial purchaser is to presume that
20 title is defected upon the filing of a
21 motion then that's going to call into
22 question every judicial sale where there
23 is a motion ever filed later.

24 It would go against the Supreme
25 Court's presumption of finality of

1 judicial sales. Even saying that perhaps
2 that is a defective title, which again I
3 would argue that it is not, a defective
4 title is not an alleged defect in the
5 process of a civil action which is what
6 they're asserting, Your Honor, in the
7 motion to vacate. If you were to
8 contend, I would argue that I did not
9 have knowledge at the date of sale.

10 The fact -- if I may -- may I
11 approach, Your Honor?

12 THE COURT: Sure.

13 MR. KEYS: I have not recorded
14 this. It is just a chronological list of
15 dates. I think we're going to be
16 discussing a lot of dates. It's really
17 just for everybody's convenience,
18 hopefully.

19 The sale was on May 6th, Your
20 Honor. I tendered money on May 6th. At
21 that time the Court instructed me that if
22 I do not pay the remainder -- that I have
23 essentially entered into a contract for
24 sale with the Court. If I do not pay the
25 remainder I can be responsible for the

1 damages of a subsequent sale as well as
2 losing my bid.

3 Am I to presume upon the filing
4 of a motion --

5 THE COURT: Let me ask this
6 question: Just looking at your list, you
7 didn't do a title search prior to
8 attaining the bid, submitting the bid?

9 MR. KEYS: I kind of undertook
10 to do one myself. I hired a real estate
11 attorney who does that for a living.

12 THE COURT: But you didn't do
13 it prior to the sale? You just came to
14 the sale and bid, right?

15 MR. KEYS: Right. Other than
16 my own -- I did take my own undertakings
17 to search. I paid the purchase money on
18 the 5th. The Court instructed me I had
19 to tender the remainder. I would have to
20 presume in that situation that the
21 Court's order of foreclosure and sale is
22 valid. It's enforceable.

23 Then I've entered into a
24 contract with the Court where they're
25 going to require me to tender the

1 remainder. The big fact that we disagree
2 as to the meaning of is that on May 15th
3 Ms. Reece, attorney for Mr. Murray,
4 contacted Mary Lee Arnold, for whom I
5 work. They discussed a number of
6 different things. In the course of it
7 Ms. Reece mentioned to Ms. Arnold this
8 matter. Ms. Arnold recognized what she
9 was talking about and said, the gentleman
10 who works for me is the purchaser. They
11 stopped talking about it.

12 That's May 15th. I had
13 knowledge on May 15th. May 16th, I
14 received a motion. On May 16th I also
15 tendered the remainder of the money. I
16 would assert that again that it goes back
17 to the date of sale. If you look at
18 Spence v. Spence which is one of the
19 commonly cited cases as to a bona fide
20 purchaser -- at Footnote 119 -- not
21 footnote, sorry -- Page 119 -- it's an
22 old case, 1916, Walker v. Taylor, and
23 they're referencing that it's not a bona
24 fide purchaser because they had actual
25 knowledge prior to the sale.

1 They didn't have any actual
2 knowledge prior to the sale, Your Honor.
3 Again, I would assert that it is not a
4 defect in title if they filed a motion.

5 Getting to the Affidavits that have
6 been filed, Your Honor, Ms. Reece filed
7 an Affidavit in opposition. It states
8 59(c), and then there are two more
9 Affidavits filed as well.

10 Again, Your Honor, I filed a
11 motion to reconsider under Rule 59.
12 Everything that was before the Court was
13 before the Court. This evidence was
14 known by the parties at this time. They
15 could have addressed it at that time.
16 They did not. I would move to strike
17 those Affidavits, and I would ask that
18 you rule. To be honest it's not that I
19 dispute the dates within them. We do
20 have a difference of opinion as to what
21 they mean, but I do not think it's proper
22 to submit Affidavit testimony after an
23 order has been issued when you had
24 knowledge of all of that information
25 prior to it. You didn't raise it then.

1 This is a Rule 59(e) motion to
2 reconsider.

3 Moreover, Your Honor, the first
4 Affidavit is an Affidavit of Ms. Reece.
5 Ms. Reece cannot testify on behalf of her
6 client unless she wishes to recuse
7 herself, Your Honor.

8 Additionally it says it's a
9 59(c) Affidavit. I'm not asking for a
10 new trial. I don't believe her motion to
11 amend asks for a new trial either. 59(c)
12 deals with a new trial. It says that the
13 motion for a new trial is based upon
14 Affidavits. The party may submit
15 opposing Affidavits. Well, I haven't
16 submitted any Affidavits, Your Honor.

17 Again, it's not a new trial. We're
18 not seeking new evidence or anything.
19 We're discussing what was going on at the
20 time of the July 3rd hearing.

21 THE COURT: Let me ask this
22 question: The last entry you've got
23 here, August 15th, the Court makes a
24 notation on the record that Mr. Keys
25 never received check. Have you not

1 received any funds?

2 MR. KEYS: So Ms. Reece --

3 THE COURT: That is a yes or a
4 no, and then you can go ahead and explain
5 it.

6 MR. KEYS: That is yes.

7 THE COURT: You've not
8 received any funds at this time?

9 MR. KEYS: That is correct,
10 yes.

11 THE COURT: All right.

12 MR. KEYS: Ms. Reece informed
13 me that she talked to your office and
14 they said they were issuing a check. I
15 had not received one when I called on
16 Friday because I don't like the idea of a
17 check floating around.

18 THE COURT: Sure.

19 MR. KEYS: I have no idea what
20 the issue is with that. I said, well,
21 has it been cashed? It's kind of
22 freaking me out. Your office noted that
23 it had not been cashed. She said, well,
24 we'll stop payment on it. She said,
25 we'll issue you a new one. I said, well,

1 I filed a Motion to Stay with Your Honor
2 requesting that Your Honor hold up the
3 supersedeas funds. I requested that she
4 just hold it until the Judge rules on
5 Monday. I think that's where we left
6 off. It's sitting in the Court's
7 account.

8 THE COURT: Okay.

9 MR. KEYS: I would state that
10 Ms. Reece's memorandum in opposition here
11 discusses constructive notice. It's
12 worth bringing up, Your Honor, that the
13 Defendant by his own statement says he
14 has notice of this action on March 26th.
15 He has constructive notice by law when
16 they filed the lien in 2012. It's
17 constructive notice by law when they
18 filed the lis pendens in July of 2013.

19 Moreover the lis pendens freezes
20 the title at that point in time. There's
21 an issue that she asserts that I
22 referenced or knew of the December 23rd,
23 '13 title where he transfers as trustee
24 out of the trust to himself. I did know
25 about that prior to the sale, Your Honor.

1 I would assert that that's not a notice
2 of a defect in title. The lis pendens
3 predates it. The lis pendens freezes
4 everything in time and puts him on
5 constructive notice. He should have
6 looked when he filed that December 23rd
7 deed. He would have known about this at
8 that time. It puts him on notice that if
9 this action were successful that that
10 deed, that subsequent transfer after the
11 lis pendens, could be voided. That is
12 what happened at least for a time in this
13 case I would assert.

14 They're asking that you do
15 something in equity because I have
16 constructive notice of a public record
17 deed wherein the same time he slept upon
18 his rights for months. May (sic) 26th is
19 before (sic) the Order of Foreclosure was
20 issued on April 8th. It was quite some
21 time before the order of sale or the sale
22 on May 6th and before he retained counsel
23 on May 9.

24 May 19th is when the actual
25 motion is filed. Ms. Reece will tell you

1 she served it on the 15th. That is what
2 her Affidavit of Service says. I tend to
3 just go off the dates of filing as a
4 clear definable date of notice to the
5 Court. That would deal with most of my
6 Motion to Reconsider at this point in
7 time. I will let Ms. Reece go at it, and
8 I would like to probably address it after
9 she's done.

10 THE COURT: Very good.

11 Ms. Reece?

12 MS. REECE: Essentially I
13 believe that the very main issue here is
14 as to whether Mr. Keys is a bona fide
15 purchaser for value. I would say he's
16 not. To the extent that this should have
17 been addressed at the last hearing I
18 would argue that it was newly discovered
19 evidence. While I attempted to find out
20 when Mr. Keys had actually paid for the
21 deed some people in your office might be
22 able to tell you that. I could not
23 obtain that. I obviously could tell when
24 it was executed, but the timing is highly
25 suspect. I believe that the concealment

1 of facts was disingenuous on the part of
2 Mr. Keys. I had called Sammie Arnold in
3 order to consult about key matters in
4 this case. I made a call to her on the
5 13th. She didn't return the call until
6 the 15th.

7 As soon as the fact pattern was
8 acknowledged and she recognized it was
9 Mr. Keys she mentioned that and that was
10 when we ended the conversation. There's
11 an Affidavit to that effect. To the
12 extent that that's not a valid Affidavit,
13 I would say that Mr. Keys' motion to the
14 extent that it alleges -- makes
15 allegations of fact that it's an
16 Affidavit of a party. I am simply filing
17 a responsive motion in opposition to it.

18 I think it's a very key fact
19 because what you will discover is that
20 for reasons unknown, and I have no way of
21 discovering them beyond my suspicions, is
22 that all of a sudden on the 16th after
23 learning -- and Mr. Keys acknowledged to
24 me on August 7th that he learned from
25 Sammie of our conversation. He also

1 might tell you that he had no idea what
2 my representation would be about of
3 Mr. Murray.

4 While not being that
5 experienced of an attorney I think I can
6 probably file a supplemental proceeding
7 on my own or as part of his claims to
8 surplus funds. Excuse me. I think it
9 was a logical conclusion.

10 As far as the case law is
11 concerned, time, time, time, time and
12 again it cites in Spence and then it
13 cites in Robinson, and then there are
14 cites all the way back, I believe, to
15 Struthers. We have a bona fide purchaser
16 for value in good faith with integrity of
17 healing, without notice of lien or
18 defect.

19 In addition the bona fide
20 purchaser must show all three conditions:
21 Actual payment, acquiring of legal title,
22 and bona fide purchaser incurred before
23 he had notice of the title defect or
24 other adverse claim, fee, or interest in
25 the property.

1 Certainly Mr. Murray's interest
2 is adverse to Mr. Keys', and as far as
3 the fact patterns of whether it --
4 clearly the case law -- I can't find one
5 that does not say that, but you have all
6 three conditions. So to the extent that
7 the Court was induced to execute the deed
8 by payment after the knowledge of a
9 claim, I don't think that he should be
10 under the protection of a bona fide
11 purchaser for value under any
12 circumstances.

13 THE COURT: Let me hear from
14 you on your Motion to Amend the Order.

15 MS. REECE: What started out
16 essentially was -- quite honestly, I did
17 not expect a Motion for Reconsideration
18 on this. Essentially what we wanted to
19 do is tidy it up for its impending
20 appeals so we had some findings of fact
21 and conclusions of law.

22 I don't know if you remember
23 all the facts of the case, Your Honor.
24 This is the case where -- I know we don't
25 want to call it -- I know the standard is

1 supposed to be fraud or collusion. I'm
2 not certain that we have any actual
3 intent, and I'm pretty certain that we
4 don't have actual intent obviously on the
5 part of anybody. The service was so
6 abysmal. I don't know if you remember
7 the fact circumstances.

8 THE COURT: I remember a list
9 of potential addresses. They did two or
10 three and there were five on there. If
11 they had gotten one more -- if they got
12 the next one on the list they would have
13 found it.

14 MS. REECE: Even the fifth
15 one -- that was the fourth one. The
16 fifth one they sent mailing to, random
17 mailings. They sent the summons under
18 the Title 15 there, and that was never
19 even served. That was just very, very,
20 very sloppy. I believe that that in
21 large part compelled Your Honor's
22 decision.

23 THE COURT: What it compelled
24 me to find was that there was actual
25 notice of the man's address, and they

1 never sent it there. That's what it
2 compelled me to find.

3 MS. REECE: Correct. To the
4 extent -- I have other arguments if
5 that's not sufficient for the bona fide
6 purchaser for value. Both Mr. Keys and
7 Ms. Trotter sat here and we tried to show
8 that the address was available per
9 Affidavit of the County auditor, which
10 they spent a good bit of time to find
11 where the tax mailing address would have
12 been.

13 It's quite obvious, and I
14 believe due diligence requires it of both
15 the Plaintiff and the Defendant that
16 nobody hired an abstractor. For my own
17 Defendant sometimes I hire abstractors
18 just to find out what's going on. We
19 didn't have the full exhibits of it.

20 We had mentioned that the site
21 that they were searching showed that it
22 hasn't been updated since June 29th of
23 2011. I didn't have it --

24 THE COURT: That's the County
25 website, right?

1 MS. REECE: That's the wrong
2 site. If you go to the right place --
3 there's three. It's the property site if
4 you remember. There's three. It's
5 actually counterintuitive in my mind to
6 go to this site, but any abstractor
7 obviously -- beyond that what makes it
8 worse is that I have a copy of
9 what Mr. Keys submitted that his search
10 on April 24, and Ms. Trotter didn't
11 provide one to me, but I think she
12 provided one to you. They were the same
13 searches.

14 If you look in that search
15 where they're claiming the address for.
16 Mr. Keys, the title -- it's before
17 Mr. Keys was ever even in title on the
18 property. So the title is held in a
19 party, not the Defendant. Okay? It's
20 held in his parents' names as individuals
21 before it transferred to the trust, so we
22 have a John E. Murray and a Gloria C.
23 Murray.

24 There's no way they relied on
25 that. I don't believe anybody spent the

1 \$200 to get a title abstract which would
2 have solved a lot of problems. The case
3 law makes reference to that as well as
4 far as record notes and essentially
5 being -- you have for lack of a better
6 word you're kind of responsible for the
7 mess you create. So if you're going to
8 be your own abstractor -- depending upon
9 how Your Honor wishes to rule on that
10 particular motion, the extend of the rest
11 of the motion, it's -- as far as adding
12 some verbiage -- when we had our
13 telephone conference on the 11th of July,
14 Your Honor made statements as to the
15 excusable behavior of Mr. Murray. I'm
16 not sure that I, as a homeowner, feel
17 that I should run out and check my title
18 every couple of years to see if there's a
19 lien against it rather than relying on
20 traditional ways for Plaintiffs to serve
21 me.

22 There's 60(b) language in
23 there. There's 60(b)(1) that is
24 excusable. There is 60(b)(5). Also in
25 my memorandum, which I'll hand up to the

1 Court, I added independent action. It
2 seems to have a slightly lesser standard
3 than 60(b)(5) and resorts more to the
4 equitable powers of the Court.

5 I've cited a case Mr. T versus
6 Ms. T. Obviously it's a family law case.
7 There's a bunch of great case law in it.
8 It speaks and reiterates a lot of
9 the equitable principles that are good
10 within and without 60(b), and one of the
11 things that -- they cite a lot of their
12 own opinions where they adopted the
13 restatement of judgments. We just kind
14 of had a balancing test of five different
15 factors. One of the -- I'll just read it
16 to you.

17 There is a clear and convincing
18 need for a new determination of the issue
19 because of the potential and adverse
20 impact of the determination of the public
21 interest or interest of a person that's
22 not themselves to the action. Because it
23 was not sufficiently foreseeable at the
24 time the initial action -- the issue
25 would arise in context of the subsequent

1 action because the parties sought to be
2 precluded as a result of the conduct of
3 the adversary or other special
4 circumstances did not have adequate
5 opportunity or is known to obtain a full
6 and fair adjudication in the initial
7 action.

8 So there are a few -- nothing
9 is more equitably friendly. What it's
10 pointing out is the notion of public
11 policy. I really -- I'm a big supporter.
12 I understand the public policy behind
13 bona fide purchasers for value and
14 protecting their interest and title,
15 however in this particular -- in the
16 family law they rely on the doctrine of
17 parens patriae as far as protecting the
18 children.

19 It doesn't sound to me as a
20 very applicable -- here we are we are
21 balancing bona fide purchasers for value
22 of a foreclosure sale for a gentleman
23 with not receiving notice who's going to
24 lose his birthright.

25 So we have one that wants to

1 have a windfall, one that wants to retain
2 his birthright, and I believe that the
3 pool of foreclosure of the Defendant I
4 probably want to serve a little bit of
5 deference when it comes to foreclosure
6 acquisitions of the sale.

7 THE COURT: Okay. Very good.

8 MR. KEYS: Your Honor, if I
9 may?

10 THE COURT: I'll give you a
11 minute, and then I'll rule.

12 MR. KEYS: Your Honor, as to
13 her Motion to Amend I would assert there
14 are factual disputes as to Paragraphs 7
15 and 8. As to Paragraph 12 I would assert
16 that this is negligently misrepresented,
17 that it was not addressed or ruled upon
18 July 3rd.

19 As to Paragraph 15, she
20 discussed how there seems to be a dispute
21 as to what the public record says in this
22 matter. I would say there's a
23 contractual issue as to those as well.

24 As to Paragraph 21 of the Motion to
25 Amend, it says third party purchaser

1 having notice of adverse claim of title.
2 Again, this is something she
3 absolutely -- her assertion I would
4 disagree with it. She absolutely had
5 knowledge of it at the July 3rd hearing.
6 She could have raised it at that time.
7 She did not. She cannot raise it at this
8 time under her Motion to Amend.

9 It was never ruled on. It was
10 never issued. I never heard Your Honor
11 say anything with regard to that. As to
12 the conclusions of law, I would assert
13 that the only thing that was argued
14 before the Court, Your Honor -- her
15 Motion to Vacate says 59 and 60. It
16 doesn't make reference to a specific
17 section.

18 I think it's pretty clear from
19 the motion that we were talking about
20 60(b)(3). I don't recall any argument or
21 mention of 60(b)(4), 60(b)1, 60(b)(5).
22 If they don't request the relief, Your
23 Honor, you can't grant it. She can't
24 come back after the order and ask you to
25 amend or request the relief that was not

1 granted. Those are my disputes, Your
2 Honor.

3 THE COURT: Very good.

4 MS. REECE: Two sentences,
5 Your Honor?

6 THE COURT: Go ahead.

7 MS. REECE: Again, to
8 reiterate, I absolutely did not know the
9 day that Conor came down and paid for the
10 deed. I did not want to make accusations
11 to this effect if he had placed the deed
12 in the mail, it was just a coincidence.
13 I didn't even address the issue of
14 talking with Sammie to him because I was
15 uncomfortable and had no way of knowing.
16 The Court didn't know either. That's
17 number one.

18 Number two, to the extent that
19 a ruling was made in a Court of Equity I
20 believe that the Court has the power of
21 sua sponte to make Rule 60 decisions and
22 expand upon them. I think there's a
23 Supreme Court case. I want to say that
24 it's lock bound. It's been upheld by the
25 4th Circuit. I don't see where that's an

1 issue in the Court of Equity.

2 THE COURT: Okay. Very good.
3 I've got a number of motions before me.
4 Let me address the number one issue.
5 This Court oversees a lot of foreclosure
6 cases. This is another foreclosure case.
7 This is a -- it's not a mortgage
8 foreclosure. This is a homeowner's
9 association foreclosure in which the
10 allegation is that the Defendants have
11 failed to pay the homeowner's dues under
12 the statute and I assume under the Master
13 Deed, which I have not specifically read
14 in this case, they have the authority to
15 seek a foreclosure of the property.

16 However, that is a factor that
17 this Court considers when it does these
18 matters. Of course we're looking for a
19 reasonable amount of fees. They can
20 range anywhere from \$2,000 to \$200,000 in
21 these types of cases. In this one it was
22 a lot less than that. At the time of the
23 sale the Court issued its decree of
24 foreclosure. At the time of the sale the
25 bidding went from \$500 to \$100,000

1 largely in increments of \$100.

2 It looks like the biggest jump
3 was when it went from \$94,000 to
4 \$100,000, and that's when the Keys bought
5 the property at the sale. This Court has
6 inherent equitable powers and in the
7 interest of justice as to make decisions
8 that impact other people's lives. This
9 is one of those cases.

10 I don't find that there was
11 fraud, but I do find that there was
12 negligence in the failure to notify
13 Mr. Murray. There are a number of
14 reasons that have caused that.

15 Principally, there was a
16 conveyance of the property to him during
17 the time period in which -- I think it
18 was shortly after this action was brought
19 in 2013. He, for whatever reason, never
20 got notice. It is a fundamental
21 principle of our Constitutional law of
22 due process. I find that the man was
23 denied due process, and it's on that
24 basis that I overturned this sale. I
25 have heard nothing to change my opinion

1 or my decision in that regard.

2 Accordingly I'm going to deny the motion
3 to reconsider of August 1, 2014.

4 I'm going to grant -- to the
5 extent it's necessary I'm going to grant
6 the Defendant's Motion to Amend the order
7 to support that decision, and I'm asking
8 Ms. Reece to prepare an order to that
9 effect specifically including the
10 inherent equitable powers of this Court.
11 The finding is a fact relating to service
12 on -- it was either 3 of 5 or 4 of 5 for
13 the addresses. Had all five addresses
14 been pursued I think the Court's decision
15 may well have been different, but it was
16 not.

17 I find that there was not
18 service of process upon Mr. Murray
19 individually as the trustee of the Murray
20 trust who was being foreclosed upon, so
21 that's my number one ruling.

22 The other has to do with the
23 motion to stay the order vacating the
24 sale. That will be denied, and for an
25 order of supersedeas I'm going to deny

1 that as well. Once that order is written
2 and issued then Mr. Keys, if you like,
3 you may pursue that further. Okay?

4 MR. KEYS: I will. Thank you,
5 Your Honor. If I may? Will you rule on
6 the Motion to Strike?

7 THE COURT: Motion to Strike?

8 MR. KEYS: The Affidavits.

9 THE COURT: That is denied.

10 MR. KEYS: Thank you, Your
11 Honor.

12 MS. REECE: Can you rule as to
13 the status of the bona fide purchaser for
14 value?

15 THE COURT: When was the
16 Motion to Strike filed?

17 MR. KEYS: Your Honor --

18 THE COURT: Was that today?

19 MR. KEYS: -- she filed the
20 Affidavits within the last couple of
21 days. I moved before you right here
22 orally to strike them.

23 THE COURT: All right. I'll
24 deny that.

25 MS. REECE: Your Honor, I just

1 wanted to clarify, in the amended order I
2 just wanted to be sure that there would
3 be no findings of misrepresentation,
4 fraud, or collusion and specifically that
5 you found --

6 THE COURT: I find gross
7 negligence. All right?

8 MS. REECE: Thank you.

9 THE COURT: Meanwhile there
10 are some issues with the house, some roof
11 issues that some tenants bring to mind.
12 If you-all are going to have an asset to
13 fight over somebody needs to protect it.
14 All right?

15 MS. WILLIS: There is kind of
16 a side issue going in here. Mr. Keys has
17 been talking to the tenants and the
18 tenants are running back and forth
19 between Mr. Keys and Mr. Murray and now
20 me. I agreed to hold the rent in trust.
21 The house is fully protected. Mr. Murray
22 would like to move back into it. He
23 has been -- there was some discussion
24 about roof repairs.

25 I have about \$5,000 worth of

1 repairs. That was to plumbing. I think
2 we have tenants that are playing both
3 sides against the bill. The property has
4 been taken care of.

5 THE COURT: What's the status
6 of the tenants? Are they in there on a
7 long-term lease?

8 MS. WILLIS: They're on a
9 month-to-month lease and we would like to
10 give them notice because Mr. Murray feels
11 that -- we are suspecting that there will
12 be an appeal and his partners house, they
13 can rent it out for a little bit of money
14 and they're going to need to be able to
15 afford a little bit more money in order
16 to be able to afford their legal fees.

17 THE COURT: All right. I
18 understand. Do you want to be heard on
19 that?

20 MR. KEYS: Nothing further,
21 Your Honor.

22 THE COURT: Well, I'll cross
23 that bridge when I get to it. I think
24 what I've done is I've put him back in
25 charge of the property. If you want to

1 seek a supersedeas from the Court of
2 Appeals you certainly can.

3 MR. KEYS: Yes, Your Honor.

4 THE COURT: I think what
5 you-all ought to do if you need to, is
6 you need to probably -- if you can't come
7 to an agreement, which it doesn't sound
8 like you can, you might want to get a
9 receiver in place or something like that.
10 Okay? That just may be the case.

11 MS. REECE: So no bona fide
12 purchaser for value ruling?

13 THE COURT: For me I find
14 that -- you know, I don't know the answer
15 to that question as I sit here right now.
16 If you-all want to brief me on that I
17 will take a look at it. I will be glad
18 to look at the law.

19 What I'm finding is that
20 Mr. Murray didn't get notice. I find
21 that defective in the process. Okay? I
22 find the process to be defective. If the
23 notice is defective I don't know what
24 that means to a BFE for value. I don't
25 know. If you-all can get me up to speed

1 on that I'll give you a ruling on it.

2 All right?

3 I would say -- I can't
4 remember. I don't really look at the
5 values too much. The fact that the
6 bidding went up in as small increments as
7 it did and ended up at \$100,000 that
8 tells me a lot. I'm not going to make a
9 specific finding that it shocked the
10 conscious of the Court. I'll find that
11 the bidding shocked the conscious of the
12 Court. I'll make that finding.

13 The bidding process going up by
14 \$100 from 500 to 100,000 I find that
15 burdensome on the Court. The property is
16 worth \$100,000 to start with. Somebody
17 should have bid that amount. Okay?

18 That's what makes this case
19 unique in that it's an HOA foreclosure.
20 What was the amount of you-all's
21 judgment? \$5,000?

22 MS. REECE: I believe it was
23 less than that, Your Honor.

24 MS. WILLIS: \$1,100.

25 THE COURT: It's just hard to

1 believe that we got there, but that's
2 where we are. All right? There you go.
3 Thank you-all.

4 MS. WILLIS: Thank you.

5 MS. REECE: Thank you.

6 MR. KEYS: Thank you, Your
7 Honor.

8 (The proceedings were
9 concluded at 3:52 p.m.)
10
11
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1 State of South Carolina)
2 County of Charleston) CERTIFICATE

3
4 I, Christine A. Smith, Court Reporter and
5 Notary Public for the State of South Carolina at
6 Large, do hereby certify that the foregoing
7 transcript is a true, accurate, and complete
8 record.

9 I further certify that I am neither
10 related to nor counsel for any party to the
11 cause pending or interested in the events
12 thereof.

13 Witness my hand, I have hereunto affixed
14 my official seal this 26th day of August, 2014
15 at Charleston, Charleston County, South
16 Carolina.

17
18
19 

20 Christine A. Smith
21 Notary Public
22 My Commission Expires
23 May 12, 2021
24
25

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF CHARLESTON

3 BELLE HALL PLANTATION HOMEOWNER'S
4 ASSOCIATION, INC.,

5 Plaintiff,

6 vs.

CASE NO.: 2013-CP-10-4248

7 JOHN A. MURRAY, TRUSTEE OF
8 JOHN E. MURRAY GLORIA C. MURRAY
FAMILY TRUST,

9 Defendants,
10

11 David Conor Keys and Karen Keys,

12 Third-Party Purchasers.
13

COPY

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15
16 Hearing before the Honorable Mikell
17 R. Scarborough, reported by Christine A. Smith,
18 Notary Public, at 10:42 a.m. on April 9, 2015 at 100
19 Broad Street, Charleston, South Carolina.
20

21
22 Christine A. Smith, Court Reporter

Master-in-Equity

23 100 Broad Street, Suite 266

Charleston, South Carolina, 29401

24 (843) 958-5071

casmith@charlestoncounty.org
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A P P E A R A N C E S

For the Third-Party Purchaser:

Law Office of D. Conor Keys
BY: D. Conor Keys, Esq.
843 Robert E. Lee Boulevard
Charleston, SC 29412
(843) 906-3998
Dconorkeys@gmail.com

For the Defendant:

Reece Law Firm, LLC
BY: Amanda Reece, Esq.
871 Low Country Boulevard
Mt. Pleasant, SC 29464
(843) 209-9830

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P R O C E E D I N G S

THE COURT: We're here back on the record.
This case is captioned Belle Hall versus Murray. The
case number is 2013-CP-10-4248, and we are back
today. This is on the Third-Party Purchaser's Motion
to Reconsider the Master's Amended Order filed
February 10, 2015; is that right, Mr. Keys?

MR. KEYS: Yes, Your Honor.

THE COURT: Very good. And I have received
from each of you a memorandum of law, and I
appreciate that. I have had a chance to read that
and review it to prepare for today's hearing. With
that then -- I did want to make some kind of record.
I know this case is kind of tortured and it's on
appeal. There is some question about jurisdiction,
but I have read through the memoranda and reviewed
the Bloody Point case, and I think it's probably best
that we have this hearing to make a record.

Mr. Keys, you may proceed.

MR. KEYS: Your Honor, I would state that my
Motion to Reconsider, along with my memorandum,
pretty much state all of my objections and opinions
as to the matter. So in the -- I know your time is

1 valuable -- in the interest of efficiency I would say
2 maybe let Ms. Reece speak first, and I'll answer any
3 objections she has to the assertions I made.

4 THE COURT: Well, let me ask you one question
5 based upon my reading of your memorandum.

6 MR. KEYS: Certainly. Okay.

7 THE COURT: What or when did you first get
8 notice of a claim from the Murrays that they didn't
9 think the procedure was valid?

10 MR. KEYS: So as we discussed I had notice of
11 all of the deeds and all of that, including the
12 December 13th deed, before the sale. On May 15th,
13 Ms. Reece contacted Sammie Arnold, and I learned that
14 they were going to file a motion, which I say in the
15 transcript on Page 15 of the August 18th hearing --
16 it says, That's May 15th. I had knowledge on
17 May 15th.

18 I received -- there's a little footnote in my
19 memorandum that goes through to-the-minute times as
20 shown in the record.

21 THE COURT: Footnote 2, right?

22 MR. KEYS: Yes. I received their Motion to
23 Vacate via e-mail from Ms. Reece on May 16, I
24 believe, at 4:35 in the afternoon. So my assertion
25 is that -- the difference I believe we have is that I

1 assert that that is not notice of a defect in title,
2 that there is a distinction between the notice of a
3 defect in claim versus a -- or a defect in the
4 procedure of a civil action versus a defect in title.

5 I think that Cumbe states that pretty
6 clearly, and I think that Ashton states that pretty
7 clearly as well as Whaley (phonetic). I would be
8 happy to cite those for you if you would like, Your
9 Honor.

10 THE COURT: I think you cited them in the
11 memo, did you not?

12 MR. KEYS: I did.

13 THE COURT: Very good. I took a look at them
14 then.

15 Thank you. Ms. Reece?

16 MS. REECE: Good morning, Your Honor. We
17 reference the new case law, and I still don't see any
18 distinction in Bloody Point that was laid out
19 previously in Spence and Robinson and all the prior
20 cases. It plainly states -- reiterates time and time
21 again including in the August 20th Bloody Point case
22 that in order to achieve the status of a bona fide
23 purchaser for value you must show that he actually
24 paid the full price. Giving security for payment is
25 not sufficient.

1 He purchased and acquired legal title or the
2 best right to it. They purchased bona fide in good
3 faith with integrity in dealing without notice of
4 lien or defect. You must show all three conditions.
5 Actual payment requires a legal title and bona fide
6 purchase occurred before he had notice of a title
7 defect or adverse claim.

8 Adverse claim is reiterated over and over and
9 over again. Obviously, this claim against Mr. Keys
10 is adverse. We previously stated that his pleadings
11 were disingenuous to the extent that at the very
12 first hearing when he stood up he knew that he knew
13 of this action on May 15th. When he pays for the
14 property on May 16th he has a full 20 days before
15 it's due.

16 Only he knows what motivated him to stand up
17 and come down here and tender the payment and induce
18 the Court to issue the deed. To my mind, and without
19 being too vocal about it, we'll leave it at
20 disingenuous, this intellectually dishonest
21 statement.

22 THE COURT: Thank you, Ms. Reece. Mr. Keys,
23 any response?

24 MR. KEYS: As to payment, Your Honor, I would
25 assert as I did in my memo that the date for

7
1 determining -- the payment qualification is May 6th.
2 The gavel falls on May 6th. The case law in this
3 state says that's when we determine if I had -- if I
4 had made a payment, if I had knowledge of a payment.

5 In re Watts -- quoting In re Bobo -- says,
6 Whatever process is used to bid on the property, the
7 property is sold at the foreclosure sale once the
8 rights and obligations vest in an entity to acquire
9 the property as a result of making the highest bid.
10 Additional steps of obtaining court approval, paying
11 the purchase price, and recording the deed may be
12 necessary to commensurate the sale, but that does not
13 alter the fact that the purchaser's right to acquire
14 the property has intervened so that the property has
15 sold at a foreclosure sale to the detriment of the
16 debtor.

17 That I would assert so that the date of
18 payment, which I made on May 6th, controls that
19 element of that.

20 As to the notice and adverse claim, again I
21 would assert she cites Cumbie in her memo but does
22 not provide the full quotation, Your Honor. It
23 says, A purchaser in good faith at a judicial sale is
24 not affected by irregularities in the proceedings or
25 even an error in the judgment under which the sale is

1 made but is required only in his peril to make an
2 inquiry to the jurisdiction of the Court which was
3 ordered by the sale.

4 I did that when I discovered his deed prior to
5 the sale. I did that when we were looking at the tax
6 records. We have different -- whether or not that
7 constitutes an adverse claim, I would assert -- I saw
8 the December 2013 deed prior to the sale. I presumed
9 that Mr. Murray, as an individual, was the current
10 owner because of the 2013 deed, however, I was aware
11 of the lis pendens law, and I signed it in to you on
12 December 18th which says that when a lis pendens is
13 filed before a deed that the subsequent purchaser can
14 be bound by what happens after the lis pendens.

15 So I would assert that that's not notice of an
16 adverse claim because the lis pendens predates his
17 filing of the deed. So his December, 2013 deed is
18 not an adverse claim or defect in title to me for
19 that reason. I would also assert that the notice
20 again of the motion is -- they asserted a Motion for
21 Defective Service.

22 Quoting Laden (phonetic), Ashton says, It is
23 presumed from the judgment rendered that the Court
24 considered and adjudicated the regularity and
25 sufficiency of each and every step of the proceedings

1 leading up to it including the sufficiency of the
2 complaint, the issuance of service of process upon
3 the Defendants, and the rights and interests of the
4 parties to the action under the allegations in
5 evidence.

6 Although the conclusions with respect to those
7 matters or any of them might have been erroneous so
8 they may have been reversed on appeal they do not
9 make the judgment void collaterally. It says that
10 the judicial purchaser is entitled to the presumption
11 that the Court looked at these matters and
12 adjudicated them. Therefore, when they were
13 subsequently filed in a motion I would assert that
14 that is not a defect in title or notice of an adverse
15 claim.

16 Under these cases I'm entitled to presume that
17 the Court looked at that issue and determined that it
18 was correct. In the order of foreclosure we said
19 service was correct. I feel it's important to note
20 that though we discuss a lack of personal
21 jurisdiction in the order, nobody has asserted
22 anything to say that the publication procedures and
23 services by publication was not correctly achieved,
24 and all the evidence shows that it was. It was done
25 in the Moultrie News. The evidence is that

1 Mr. Murray lives in Mt. Pleasant where the Moultrie
2 News services. There is no objection to that
3 whatsoever.

4 I've laid out the other issues in my motion as
5 to why I believe that 60(b)(4) and personal
6 jurisdiction is made. Thank you, Your Honor.

7 MS. REECE: May I, Your Honor?

8 THE COURT: All right. Go ahead.

9 MS. REECE: I would just state as to the last
10 part that we did -- there was assertion of the
11 violation of the statute of publication because when
12 the order and the summons was served pursuant to that
13 order. It was mailed to an address that was never
14 served. It was just mailed to a miscellaneous
15 address. Beyond that I'm going to -- if the Court
16 might reference the last page of my memo, today's
17 memo, and we'll just go back to -- this is the title
18 search that Mr. Keys stated that he pulled prior to
19 making his bid on the property.

20 If you look at it, even though we at great
21 length went over -- it's an improper website -- what
22 he offers into evidence is showing -- he's trying to
23 show that the Tradition Circle address is the proper
24 address. If you look in the body of that it shows
25 that that current owner -- so as far as Mr. Keys was

1 concerned on the date he made the bid John E. Murray
2 and Gloria C. Murray owned the property individually.

3 That's what he should have known by his title
4 search. The Defendant was John A. Murray as trustee
5 of the estate, and he's giving us a title search,
6 which I believe is the same one that the Plaintiff
7 showed that said, oh, no, we did the right thing.
8 Here it shows that it doesn't. It contradicts it.

9 Beyond that I'm just going to go to the case
10 law. Nothing that he says has changed the Bloody
11 Point ruling or the Spence ruling, and he took title
12 deliberately with knowledge of an adverse claim.

13 MR. KEYS: If I might just clear up those
14 facts on what I did before the search very briefly?

15 THE COURT: Go ahead.

16 MR. KEYS: That is one of a number of
17 documents that I found in searching on or around
18 4/24. That is absolutely one of the things. It
19 showed that -- I also found the December, 2013 deed
20 which post dates that, and shows Mr. Murray
21 individually. That is what I honestly presumed was
22 that he had taken title at that point in time
23 individually, whether or not the tax record said it
24 or not that's what the most recent deed said. I
25 found both of those. I read the pleadings before. I

1 did all of that.

2 THE COURT: Thank you. All right. Let me
3 give you some background. This is really for the
4 record, and then I'll give you my ruling. This is a
5 hotly fought matter. It's understandably so. Let me
6 give some history in this case because, like I say,
7 procedurally it's unusual.

8 So the sale was held on the 6th of May of last
9 year. On the 16th is when the Defendant's Motion to
10 Vacate was filed. It was also, I believe that day,
11 that the deed was issued to Mr. Keys. Then on -- I
12 forget the date of the motion -- the Motion to Set
13 Aside was on the 16th or the 23rd? These dates may
14 be off. I've got so many orders in this case it's
15 hard for me to figure out what happened.

16 So the first order I issued was July 22, of
17 '14 on the Defendant's Motion to Vacate the Judgment
18 of Foreclosure and Set Aside the Sale. The hearing
19 was July 3rd, but May was when the events transpired.
20 I basically overturned the sale at that time.

21 On August 18th by order entered August 20th
22 the Keys' Motion to Reconsider was denied. I stated
23 a formal order was to follow. On September 19th, the
24 Court's next order was entered and that was a Motion
25 for Reconsideration and was respectfully denied. And

1 then a formal order was issued, the Master's amended
2 order, a formal order was issued February 10, 2015,
3 and it's from that that we have today's hearing, the
4 Motion to Reconsider is from February 10.

5 I note -- just in reviewing the record I also
6 noted in that order, the February 10 order, that the
7 case was in a posture of being on appeal. These
8 issues could be addressed here today.

9 Paragraph 25 of the findings of fact, in that
10 order, I'm going to read this into the record and
11 then I'll rule. Per Third-Party Purchaser Keys'
12 testimony at the August 18th hearing he, "had
13 knowledge" that Defendant had retained Ms. Reece as
14 counsel on May 16th and he received Defendant's
15 Motion to Vacate on May 16th and he also tendered the
16 money to the Court on that date.

17 Under the finding of persuasive facts you've
18 got this fact about -- I think the Plaintiff had five
19 different addresses for the Defendants, and for some
20 reason never served the Defendant at the address that
21 he actually resided at, choosing instead to try the
22 first three on the list without success and then when
23 they got the order for publication they published in
24 the Moultrie News, which is a local paper, and the
25 property being in Mt. Pleasant. Instead they mailed

1 it to the fifth address. They never got service on
2 the fourth address.

3 So commensurate with the August 20th ruling we
4 had the Bloody Point versus Ashton case come out. I
5 have reviewed that case in preparation for today as
6 long as -- as well as the memoranda that you've each
7 submitted which I find to be very helpful to this
8 Court's determination, and I appreciate it from both
9 of you.

10 In this case -- unlike Ashton the attack comes
11 from the opposite side. In this case it's from the
12 purchaser claiming purchaser status. In Ashton it
13 was the defaulting homeowners that were claiming that
14 they had not gotten due process. It is significant
15 to this Court's -- to what this Court does that
16 people feel that they get due process, that this
17 defines as notice and the opportunity to be heard and
18 justice is also a major factor for this Court and its
19 rulings. With that I'm going to read into the record
20 my rulings and you-all can go from there.

21 This case has a somewhat tortured history but
22 is before me today on Defendant Third Party
23 Purchaser's Motion to Determine its Status as a "Bona
24 Fide Purchaser For Value" as that term is defined by
25 SC Code Section 15-39-870.

1 This Court has previously determined that the
2 Defendant Murray in this case did not receive Due
3 Process notice by way of actual service of the
4 Summons and Complaint in this matter. That issue is
5 now on appeal. The question before the Court arises
6 from the case of Bloody Point v. Ashton which the
7 Court of Appeals ruling confirmed a homeowner's
8 association foreclosure sale in Beaufort County
9 challenged by the defaulting homeowner on virtually
10 the same basis that we're here today on which opinion
11 came down the same day of this Court's order denying
12 the Third-Party Purchaser's relief was filed. That
13 was August 20th of last fall, last year.

14 In Ashton, the Master-in-Equity found that
15 there had been due process, but nevertheless, the
16 bona-fide purchaser status of the purchaser entitled
17 them to purchase the property.

18 Ashton discussed several issues relevant to
19 this Court's discussion including: One, the public
20 policy requiring the validity of judicial sales be
21 upheld if, in reason and justice, it can be done.
22 Two, the standard of review to determine whether to
23 set aside a foreclosure sale is within the discretion
24 of the trial court. As an abuse of discretion
25 standard, the issue on appeal is whether or not the

1 trial court was controlled by an err of law or based
2 upon unsupported factual conclusions. Under this
3 standard, each case is distinguished based upon its
4 own facts and circumstances and the trial court has a
5 range of discretion to use in determining how the
6 issue should be addressed.

7 In Ashton the defaulting owners were from out
8 of state and despite attempts to serve them by their
9 local sheriff four times the result was that they
10 were served by publication. Here, in Murray, the
11 Plaintiff attempted service at three of the five
12 addresses it had available to it before it pursued
13 the Service by Publication on the local Charleston
14 County owner. This was a significant factor in this
15 Court's determination under Rule 60 that the judgment
16 was void for lack of service.

17 Here the purchaser claims status as a
18 bona-fide purchaser for value and provides that
19 regardless of the irregularities in the process that
20 they should be entitled to rely upon the sale, the
21 judicial sale, as being effective despite any
22 irregularities in the process.

23 This Court finds that the purchasers meet the
24 first two tests of the bona-fide purchaser, that is
25 that they actually paid the purchase price and that

1 they acquired legal title to the property by the
2 payment to the Master-in-Equity office of the amount
3 owed and received a deed to the property. However,
4 the Court finds upon further inquiry that the Keys do
5 not meet the third prong of the test to qualify as a
6 bona-fide purchaser because they did not "in good
7 faith and with integrity of dealing, without notice
8 of a lien or defect," acquire the deed.

9 The record establishes that the purchaser,
10 with notice of a potential claim from the defaulting
11 owner, rushed to the Court to pay the balance due and
12 then after service of the Motion to Vacate the Sale,
13 had the deed recorded at the RMC Office.
14 Accordingly, the Court finds that Keys is not a
15 bona-fide purchaser for value as defined by the
16 statute and therefore is not entitled to the
17 protections afforded him under SC Section 15-39-870.

18 All right, folks, that's my ruling.

19 MR. KEYS: Your Honor, just so the record's
20 clear, you are ruling as to -- I know you addressed
21 the due process in that -- but as to all my
22 objections set forth in the motion?

23 THE COURT: Very good. Yes, sir.

24 MR. KEYS: Thank you, Your Honor.

25 THE COURT: Hopefully you-all will go fight it

1 somewhere else.

2 MS. REECE: Thank you, Your Honor.

3 THE COURT: All right. I'll turn that into an
4 order and send it to you. Okay?

5 MS. REECE: That's fine.

6 MR. KEYS: Thank you, Your Honor.

7 THE COURT: Thank you.

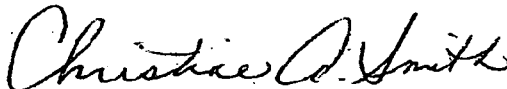
8 (The proceedings were concluded at 11:02 a.m.)
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1 State of South Carolina)
2 County of Charleston) C E R T I F I C A T E
3

4 I, Christine A. Smith, Court Reporter and
5 Notary Public for the State of South Carolina at
6 Large, do hereby certify that the foregoing
7 transcript is a true, accurate, and complete record.

8 I further certify that I am neither related to
9 nor counsel for any party to the cause pending or
10 interested in the events thereof.

11 Witness my hand, I have hereunto affixed my
12 official seal this 14th day of April, 2015 at
13 Charleston, Charleston County, South Carolina.
14

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18 Christine A. Smith
19 Notary Public
20 My Commission Expires
21 May 12, 2021
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BP0253549

RMK BK 0253 Pg 549 : pg 1 *

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

Belle Hall Plantation Homeowners
Association, Inc.,

Plaintiff,

NOTICE OF LIEN

v.

John E. Murray and Gloria C. Murray
Defendant(s).

015521/00071

YOU WILL PLEASE TAKE NOTICE that Belle Hall Plantation Homeowners Association, Inc. does hereby file the within Notice of Lien in connection with the unpaid assessments, fines, interest, costs and attorney's fees in the sum of \$1103.28 on charges, accrued as of May 17, 2012 which amount is justly due and owed to Belle Hall Plantation Homeowners Association, Inc..

The premises affected by the lien is described as follows:

378 Jardinere Walk

Located in Charleston County, South Carolina.

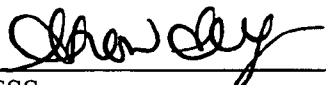
TMS NUMBER: 5370700058

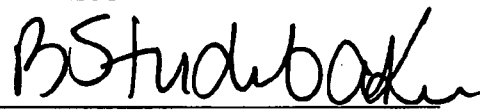
Subdivision: The Veranda

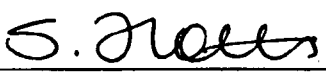
Lot: 378 Phase A1-1

This Notice of Lien shall not be construed to be cumulative of any other liens currently of record in Charleston County recorded by Belle Hall Plantation Homeowners Association, Inc.. The amount listed above as being due is the total amount due to Belle Hall Plantation Homeowners Association, Inc. as of the date of this Notice of Lien.

IN WITNESS WHEREOF, Belle Hall Plantation Homeowners Association, Inc. has hereunto set its hand and seal this 17th day of May, 2012.


WITNESS


WITNESS


Belle Hall Plantation Homeowners Association,
Inc.
By: D. Ryan McCabe or Stephanie C. Trotter
Its: Counsel
PO Box 100200
Columbia, SC 29202

214

RECORD 210

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

PERSONALLY appeared before me the undersigned, who states that (s)he saw the within Belle Hall Plantation Homeowners Association, Inc. by its Counsel, D. Ryan McCabe or Stephanie C. Trotter, sign seal and deliver the within Notice of Lien and that (s)he with the other witness witnessed the execution thereof.

B. Studabak
WITNESS

SWORN to before me this 18
day of May, 2012

Shirley
Notary Public of the State of South Carolina
My Commission Expires: 8-24-2011

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

ROGERS TOWNSEND & THOMAS
PO BOX 100200

COLUMBIA SC 29202-9250

RECORDED

Date: May 23, 2012

Time: 10:25:40 AM

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Notice/Ln

Charlie Lybrand, Register
Charleston County, SC

MAKER:

MURRAY JOHN E AL

of Sats:

of Pages: 3

of References:

Note:

Recording Fee \$ 10.00

Extra Reference Cost \$ -

Extra Pages \$ -

Postage \$ -

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TOTAL \$ 10.00

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Original Page:

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CLERK KLH



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843-958-4800

101 MEETING STREET

CHARLESTON, SC 29401

www.charlestoncounty.org

RECORD 212

Affidavit of Non-Service

015521. 71

File No: 015521/00071

State of South Carolina
In the Court: Common Pleas

County of: CHARLESTON
Docket Number: 2013-CP-10-4248

Plaintiff: BELLE HALL PLANTATION HOMEOWNERS ASSOCIATION, INC.
VS
Defendant: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST

Service of Process on: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST
Address of Service: 937 BOWMAN ROAD APT. 261, MT. PLEASANT, SC 29464
Date and Time of Non-Service: 8-9-2013 AT 8:40 AM

Documents: LIS PENDENS, CIVIL ACTION COVERSHEET, SUMMONS AND COMPLAINT

After Due and Diligent search, undersigned was unable to effect service.

CHECKED GIVEN ADDRESS ABOVE, THIS IS THE PALMS OF MT. PLEASANT (A SENIOR LIVING COMMUNITY), MANAGER AT FRONT DESK STATED JOHN A. MURRAY DOES NOT LIVE IN APT 261. SHE CHECKED AND DOES NOT HAVE ANY TENANTS WITH THE LAST NAME MURRAY. SHE ALSO CHECKED THEIR SISTER FACILTY-SAVANNAH GRACE AND THEY DO NOT HAVE ANY TENANTS WITH THE LAST NAME MURRAY.

Process Server: Undersigned declares that the forgoing is true and correct and that the deponent is over age of 18 and is not a party to nor interested in this action:

Signature of Process Server: Jodie Adams
Name of Process Server: Jodie Adams

Sworn to before me this 9 Day of August 2013

[Signature]
Notary Public for South Carolina

Commission Expiration: 3-5-2014

FILED
2013 SEP 19 PM 12:49
JULIE J. ARMSTRONG
CLERK OF COURT
BY [Signature]

15521.71p

Affidavit of Non-Service

File No: 015521/00071

State of South Carolina
In the Court: Common Pleas

County of: CHARLESTON
Docket Number: 2013-CP-10-4248

Plaintiff: BELLE HALL PLANTATION HOMEOWNERS ASSOCIATION, INC.
VS
Defendant: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST

Service of Process on: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST
Address of Service: 378 JARDINERE WALK, MT. PLEASANT, SC 29464
Date and Time of Non-Service: 8-2-2013 AT 7:08 AM

Documents: LIS PENDENS, CIVIL ACTION COVERSHEET, SUMMONS AND COMPLAINT

After Due and Diligent search, undersigned was unable to effect service.

CHECKED PROPERTY ADDRESS ABOVE, RESIDENT (WHITE FEMALE, APPROX. 42 YRS OLD) STATED JOHN A. MURRAY DOES NOT LIVE THERE, THEY RENT THIS HOUSE FROM HIM. THEY DID NOT KNOW HIS ADDRESS, THEY DEPOSIT THE RENT PAYMENT IN AN ACCOUNT, HIS PHONE NUMBER IS 843-316-1266. - *called this number - A Recording Status - number not in service.*

Process Server: Undersigned declares that the forgoing is true and correct and that the deponent is over the age of 18 and is not a party to nor interested in this action:

Signature of Process Server: *Jodie Adams*

Name of Process Server:

Jodie Adams

Sworn to before me this 2 Day of

August 2013

[Signature]
Notary Public for South Carolina

Commission Expiration: 3-5-2014

2013 SEP 19 PM 12:49
JULIE J. ARMSTRONG
CLERK OF COURT
BY

FILED

218

RECORD 214

Affidavit of Non-Service

File No: 015521/00071

State of South Carolina
In the Court: Common Pleas

County of: CHARLESTON
Docket Number: 2013-CP-10-4248

Plaintiff: BELLE HALL PLANTATION HOMEOWNERS ASSOCIATION, INC.
VS
Defendant: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST

Service of Process on: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST
Address of Service: 3100 TRADITION CIRCLE APT. 1144, MT. PLEASANT, SC 29466
Date and Time of Non-Service: 7-27-2013 AT 8:08 AM

Documents: LIS PENDENS, CIVIL ACTION COVERSHEET, SUMMONS AND COMPLAINT

After Due and Diligent search, undersigned was unable to effect service.

THIS IS A GUARDED ASSISTED LIVING APARTMENT COMPLEX, THE APARTMENT COMPLEX MANAGER STATED JOHN A. MURRAY DOES NOT LIVE THERE THAT MS. MARSH LIVES IN APARTMENT 1144. HE CHECKED THE RESIDENT RECORDS FOR THE PAST TWO YEARS AND DID NOT FIND A JOHN MURRAY LIVING THERE.

Process Server: Undersigned declares that the foregoing is true and correct and that the deponent is over the age of 18 and Is not a party to nor interested in this action:

Signature of Process Server: _____

Name of Process Server: _____

Craig Adams

Sworn to before me this 27 Day of July - 2013

Notary Public for South Carolina

Commission Expiration: 1-29-2023

FILED
2013 SEP 19 PM 12:49
JULIE J. ARMSTRONG
CLERK OF COURT

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
DOCKET NO. 2013-CP-10-4248

Belle Hall Plantation Homeowners Association, Inc.,

Plaintiff,

v.

John A. Murray, Trustee of John E. Murray and
Gloria C. Murray Family Trust ,

Defendant(s).

AFFIDAVIT FOR ORDER OF
PUBLICATION

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2013 SEP 30 PM 2:11

FILED

015521/00071

Personally appears before me the undersigned who on oath deposes and says that (s)he is the attorney for the Plaintiff in the above entitled action; that the Summons and Complaint were filed in the Office of the Clerk of Court on 07/22/2013; that a cause of action exists in favor of the Plaintiff against the Defendant(s) for the foreclosure of a lien for homeowner's association assessment and costs of collection covering property located in Charleston County as will more fully appear by reference to the Complaint.

After due diligence, as demonstrated by the attached Exhibit A which is incorporated herein by reference, Plaintiff's counsel has been unable to ascertain the location of Defendant, John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust. Additionally, this Defendant is a necessary party of this action.

Further Affiant Sayeth Not.

S. Trotter

Stephanie Trotter
McCabe, Trotter & Beverly, P.C.
P. O. Box 212069
Columbia, South Carolina 29221
Telephone: (803) 724-5000
Attorney for Plaintiff

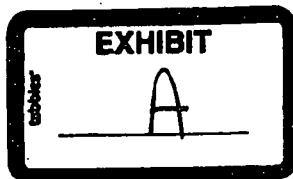
Columbia, South Carolina
Sep. 25, 2013

Sworn to before me this *25*
day of *Sept.*, 2013.
[Signature] (L.S.)

Notary Public for South Carolina
My Commission Expires: *8/24/2021*

220

RECORD 216



JOHN E MURRAY
 937 BOWMAN RD APT 261
 MOUNT PLEASANT, SC 29464-3227

Send to Timeline

Generate a graphical timeline
 of your report.

SSN: [REDACTED]
 SSN issued in NY in 1956-1959
 Year of Birth: 1923
 Age: 89
 RiskFlags!

Permissible Use(s)

Permissible Use Selection - For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities - GLB
 Permissible Use Selection - To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing - DPPA
 Permissible Use Selection - Use in connection with a non-commercial purpose - VOTERS

Possible Name Variations

JOHN, MURRAY
 MURRAY, JOHN E.
 MURRAY, JOHN

Possible Previous/Other Addresses

937 BOWMAN RD APT 261	MOUNT PLEASANT, SC 29464	
378 JARDINERE WALK	MOUNT PLEASANT, SC 29464	
3100 TRADITION CIR APT 1144	MOUNT PLEASANT, SC 29466	
1574 HIDDEN BRIDGE DR	MT PLEASANT, SC 29464	
1090 LOYALIST LN	MT PLEASANT, SC 29464	
378 JARDINERE WA	MOUNT PLEASANT, SC 29464	843-884-2498
1090 LOYALISTLN	MOUNT PLEASANT, SC 29464	843-884-2498

Possible Phone Records

Source:	Phone:
People Find Trans Union	(843) 884-2498
Work Affiliations	
People Find Trans Union	884-2498
People Historical	

15521.71p

Affidavit of Non-Service

File No: 015521/00071

State of South Carolina

County of: CHARLESTON

In the Court: Common Pleas

Docket Number: 2013-CP-10-4248

Plaintiff: BELLE HALL PLANTATION HOMEOWNERS ASSOCIATION, INC.

VS

Defendant: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST

Service of Process on: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST

Address of Service: 3100 TRADITION CIRCLE APT. 1144, MT. PLEASANT, SC 29466

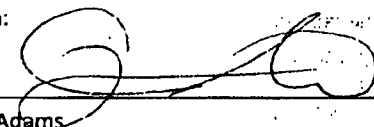
Date and Time of Non-Service: 7-27-2013 AT 8:08 AM

Documents: LIS PENDENS, CIVIL ACTION COVERSHEET, SUMMONS AND COMPLAINT

After Due and Diligent search, undersigned was unable to effect service.

THIS IS A GUARDED ASSISTED LIVING APARTMENT COMPLEX, THE APARTMENT COMPLEX MANAGER STATED JOHN A. MURRAY DOES NOT LIVE THERE THAT MS. MARSH LIVES IN APARTMENT 1144. HE CHECKED THE RESIDENT RECORDS FOR THE PAST TWO YEARS AND DID NOT FIND A JOHN MURRAY LIVING THERE.

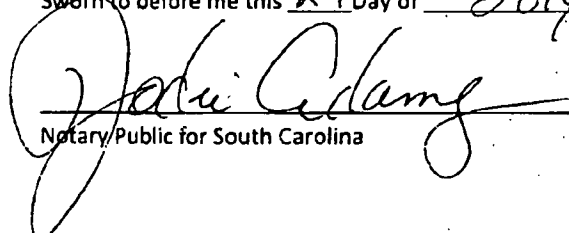
Process Server: Undersigned declares that the forgoing is true and correct and that the deponent is over the age of 18 and is not a party to nor interested in this action:

Signature of Process Server: 

Name of Process Server:

Craig Adams

Sworn to before me this 27 Day of July - 2013


Notary Public for South Carolina

Commission Expiration: 1-29-2023

FILED
2013 SEP 19 PM 12:49
JULIE J. ARMSTRONG
CLERK OF COURT

Affidavit of Non-Service

(P) 15521. 71

File No: 015521/00071

State of South Carolina
In the Court: Common Pleas

County of: CHARLESTON
Docket Number: 2013-CP-10-4248

Plaintiff: BELLE HALL PLANTATION HOMEOWNERS ASSOCIATION, INC.
VS
Defendant: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST

Service of Process on: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST
Address of Service: 937 BOWMAN ROAD APT. 261, MT. PLEASANT, SC 29464
Date and Time of Non-Service: 8-9-2013 AT 8:40 AM

Documents: LIS PENDENS, CIVIL ACTION COVERSHEET, SUMMONS AND COMPLAINT

After Due and Diligent search, undersigned was unable to effect service.

CHECKED GIVEN ADDRESS ABOVE, THIS IS THE PALMS OF MT. PLEASANT (A SENIOR LIVING COMMUNITY), MANAGER AT FRONT DESK STATED JOHN A. MURRAY DOES NOT LIVE IN APT 261. SHE CHECKED AND DOES NOT HAVE ANY TENANTS WITH THE LAST NAME MURRAY. SHE ALSO CHECKED THEIR SISTER FACILTY-SAVANNAH GRACE AND THEY DO NOT HAVE ANY TENANTS WITH THE LAST NAME MURRAY.

Process Server: Undersigned declares that the forgoing is true and correct and that the deponent is over the age of 18 and is not a party to nor interested in this action:

Signature of Process Server: Jodie Adams
Name of Process Server: Jodie Adams

Sworn to before me this 9 Day of August 2013

[Signature]
Notary Public for South Carolina

Commission Expiration: 3-5-2014

FILED
2013 SEP 19 PM 12:49
JULIE J. ARMSTRONG
CLERK OF COURT

15521-71p

Affidavit of Non-Service

File No: 015521/00071

State of South Carolina

County of: CHARLESTON

In the Court: Common Pleas

Docket Number: 2013-CP-10-4248

Plaintiff: BELLE HALL PLANTATION HOMEOWNERS ASSOCIATION, INC.

VS

Defendant: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST

Service of Process on: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST

Address of Service: 378 JARDINERE WALK, MT. PLEASANT, SC 29464

Date and Time of Non-Service: 8-2-2013 AT 7:08 AM

Documents: LIS PENDENS, CIVIL ACTION COVERSHEET, SUMMONS AND COMPLAINT

After Due and Diligent search, undersigned was unable to effect service.

CHECKED PROPERTY ADDRESS ABOVE, RESIDENT (WHITE FEMALE, APPROX. 42 YRS OLD) STATED JOHN A. MURRAY DOES NOT LIVE THERE, THEY RENT THIS HOUSE FROM HIM. THEY DID NOT KNOW HIS ADDRESS, THEY DEPOSIT THE RENT PAYMENT IN AN ACCOUNT, HIS PHONE NUMBER IS 843-316-1266. *Called this number - A Recording states - number not in service.*

Process Server: Undersigned declares that the forgoing is true and correct and that the deponent is the age of 18 and is not a party to nor interested in this action:

Signature of Process Server:

Name of Process Server:

Jodie Adams

Sworn to before me this 2 Day of August 2013

Notary Public for South Carolina

Commission Expiration: 3-5-2014

2013 SEP 19 PM 12:49
JUDGE J. ARMSTRONG
CLERK OF COURT

FILED

FILED

2013 NOV -4 PM 2: 52

JULIE J. ARMSTRONG
CLERK OF COURT

MCCABE, TROTTER, BEVERLY, PC
140 STONERIDGE DRIVE SUITE 650
COLUMBIA SC 29210

2013-CP-10-4248

AFFIDAVIT OF PUBLICATION

Moultrie News

State of South Carolina

County of Charleston

Personally appeared before me the undersigned advertising clerk of the above indicated newspaper published in the city of Charleston, county and state aforesaid, who, being duly sworn, says that the advertisement of

(copy attached)

appeared in the issues of said newspaper on the following day(s):

10/16/13 Wed MN 10/30/13 Wed MNW
10/23/13 Wed MN
10/30/13 Wed MN
10/16/13 Wed MNW
10/23/13 Wed MNW

at a cost of \$219.25
Account# 307539
Order# 1052377
P.O. Number:

Subscribed and sworn to before

me this 30th day

of October

A.D. 2013

K. Edging
advertising clerk



NOTARY PUBLIC SC
My commission expires

RECORD 221

STATE OF
SOUTH CAROLINA
COUNTY OF
CHARLESTON
IN THE COURT OF
COMMON PLEAS
DOCKET NO.
2013-CP-10-4248
SUMMONS (NON-JURY)
FORECLOSURE OF REAL
ESTATE NON-ELIGIBLE
FOR HOME
MODIFICATION PRO-
GRAM

Belle Hall Plantation Home-
owners Association, Inc.,
Plaintiff,

V.
John A. Murray, Trustee of
John E. Murray and
Gloria C. Murray Family
Trust
Defendant(s).

THE DEFENDANT(S), A. Murray, Trustee E. Murray and Gloria C. Murray Family Trust: YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this foreclosure action on property located at 378 Jardinere Walk, Charleston, South Carolina, being designated in the County tax records as TMS #539700056, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, Post Office Box 212069, Columbia, South Carolina 29221, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-In-Equity or Special Master for Charleston County, which Order shall, pursuant to Rule 53(e) of the South Carolina Rules of Civil Procedure, specifically provide that the said Master-In-Equity or Special Master is authorized and empowered to enter a final judgment in this cause.

NOTICE
TO THE DEFENDANTS ABOVE NAMED:
YOU WILL PLEASE TAKE NOTICE that the Summons and Complaint, of which the foregoing is a copy of the Summons, were filed with the Clerk of Court for Charleston County, South Carolina on 07/22/2013.

Stephanie C. Trotter
McCabe, Trotter & Beverly,
P.C. Post Office Box 212069
Columbia, SC 29221
Phone: (803)-724-5000
Email: Stephanie.Trotter@
mccabetrotter.com
ATTORNEYS FOR
PLAINTIFF
Columbia, South Carolina
October 8, 2013
AD#1052377

Physical Address:
140 Stoneridge Drive, Suite 650
Columbia, South Carolina 29210

Mailing Address:
Post Office Box 212069
Columbia, SC 29221

Locations in:
Mount Pleasant, SC
Myrtle Beach, SC



McCABE, TROTTER & BEVERLY, P.C.
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

www.mccabetrotter.com

Phone: (803) 724-5000

Fax: (803) 724-5001

Stephanie C. Trotter
Shareholder

Stephanie.Trotter@mccabetrotter.com

October 31, 2013

The Honorable Julie J. Armstrong
100 Broad Street
Charleston SC 29401

RE: Belle Hall Plantation Homeowners Association, Inc. v. John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust
C/A No.: 2013-CP-10-4248
Our File Number: 015521/00071

Dear Clerk of Court:

Enclosed please find the original and one copy of the Affidavit(s) of Service via Publication for filing. Please have a member of your staff file the original and return the clocked copy to us via the envelope provided.

Should you have any questions, please do not hesitate to contact me.

Thank you for your assistance in this matter.

With kind regards, I am,

Sincerely,
Stephanie C. Trotter

SCT/sls
Enclosures

cc: John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust

**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**
RECORD 222

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

DOCKET NO. 2013-CP-10-4248

Belle Hall Plantation Homeowners Association, Inc.
Plaintiff,

**AFFIDAVIT OF DEFAULT AND NON-
MILITARY SERVICE**

FILED
2013 DEC 18 AM 9:32
JULIE J. ARMSTRONG
CLERK OF COURT

v.

John A. Murray, Trustee of John E. Murray and Gloria C.
Murray Family Trust ,

Defendant(s).

015521/00071

PERSONALLY APPEARED before me, the undersigned, who being duly sworn, deposes and says that she/he is one of the attorneys for Plaintiff in the above-entitled action and that more than thirty (30) days have elapsed since the service of the Summons and Complaint upon the Defendant(s) and that no Answer or Notice of Appearance has been served on Plaintiff's attorney as required by the Summons by the Defendant(s) John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust . Therefore, the Defendant(s) John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust is/are in default.

Further, that she/he has investigated the occupational status of John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust and they are not in the Military Service of the United States as contemplated by the provisions of the Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. Seq.



Stephanie C. Trotter
McCabe Trotter & Beverly, PC
P. O. Box 212069
Columbia, SC 29221
Telephone: 803-724-5002
Fax: 803-724-5001
Email: Stephanie.trotter@mccabetrotter.com
Attorneys for Plaintiff

December 12, 2013
Columbia, South Carolina

Sworn to before me this 12 day of
December, 2013.


Notary Public for South Carolina
My Commission Expires: 2/19/23

227

RECORD 223



BP0380338

PGS:

4

TITLE NOT EXAMINED

STATE OF SOUTH CAROLINA

QUITCLAIM DEED

COUNTY OF CHARLESTON

KNOW ALL MEN BY THESE PRESENTS, that **JOHN A. MURRAY**, as **TRUSTEE OF THE JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST**, (hereinafter the "Grantor"), for good consideration and for the sum of \$5.00, love and affection, paid by **JOHN A. MURRAY**, (hereinafter the "Grantee"), the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee, all of the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto:

ALL that certain piece, parcel or lot of land, with residential improvements thereon, situate, lying and being in Mount Pleasant, County of Charleston, State of South Carolina, designated as Lot 378 on a plat by Southeastern Surveying, Inc., dated June 28, 1993 entitled "A FINAL SUBDIVISION PLATE OF THE VERANDA, PHASE 1A-1, BELLE HALL PLANTATION, TRACT IV OWNED BY PLANTATION PARTNERS LIMITED PARTNERSHIP LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY SOUTH CAROLINA," said plat being recorded in the RMC Office for Charleston County in Plat Book CN, Page 100. Said property having such size, shape, metes and bounds as is more specifically shown on said Plat which is incorporated herein by reference.

TMS No. 537-07-00-058

THIS BEING the same property as conveyed unto the Grantor by deed of John E. Murray and Gloria C. Murray, by their attorney in fact, John A. Murray, dated October 26, 2011, and recorded October 26, 2011 in the RMC Office for Charleston County, in Book 0213, at Page 942.

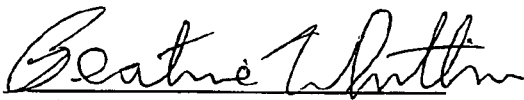
TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the Grantee hereinabove named, his heirs and assigns forever.

Grantee's address: 1574 Hidden Bridge Drive
Mount Pleasant, SC 29464

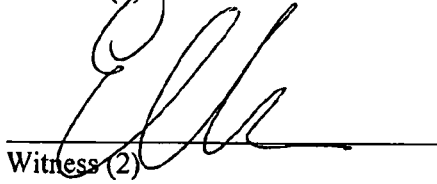
228**RECORD 224**

IN WITNESS the Hand and Seal of The Grantor this 19 day of December, 2013.

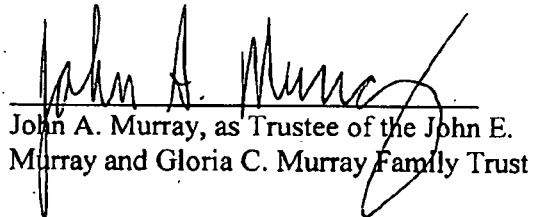
Signed, Sealed and Delivered
In the Presence of:



Witness (1)



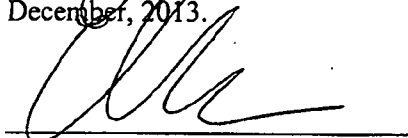
Witness (2)


John A. Murray, as Trustee of the John E.
Murray and Gloria C. Murray Family Trust

State of South Carolina)
)
County of Charleston)

Before me personally appeared the other signed witness and made oath that (s)he saw the within named Grantor sign, seal, and as her/his act and deed, deliver the within written Quitclaim Deed; and that (s)he with the other witness witnessed the execution thereof.

Sworn before me this 19 day of
December, 2013.



Notary Public for South Carolina
My Commission Expires: 1-21-2015


Witness (1)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Date of Transfer of Title _____
Closing Date _____

AFFIDAVIT

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

1. I have read the information on this Affidavit and I understand such information.
2. An interest in the property being transferred BY John A. Murray, as Trustee of the John E. Murray and Gloria C. Murray Family Trust TO John A. Murray ON 2-19-13.
3. Check one of the following: The DEED is
 - (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☒ EXEMPT from the deed recording fees because: (Exemption # 9)
Explanation if required: Family transfer/Trust to individual
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) ☐ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) ☐ the amount listed in item 4 above.
 - (b) ☐ the amount listed in item 5 above (no amount place zero).
 - (c) ☐ subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transactions as: I am an attorney.
8. Check if property other than real property is being transferred on this deed.
 - (a) ☐ Mobile Home
 - (b) ☐ Other

9. ☐ DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____, deceased. CASE NUMBER: _____
Personally appeared before me the undersigned attorney, who, being duly sworn, certified that she is licensed to practice law in the State of South Carolina; that she has prepared the Deed of Distribution for the Personal Representative in the Estate of _____, deceased, and that the grantees therein are correct and conform to the estate file for the above named decedent.

10. I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN THIS 19 Day of December, 2013.

Notary Public for South Carolina
My Commission Expires: 1-21-2015

Beatrice E. Whitten
Grantor, Grantee, or Attorney that prepared this form

Beatrice E. Whitten, Esq.
Print or Type Name

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

BEATRICE WHITTEN
1110 QUEENSBOROUGH BLVD
SUITE A
MT. PLEASANT SC 29464

MAKER:

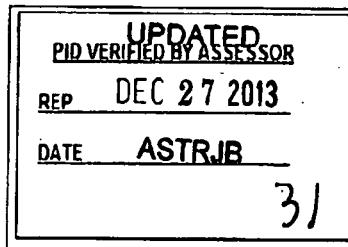
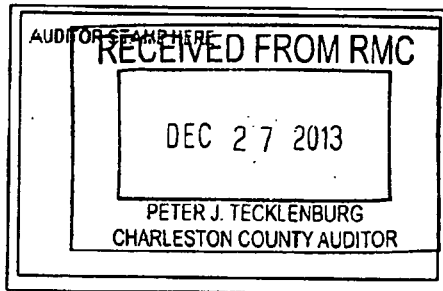
MURRAY JOHN A TR AL

RECIPIENT:

MURRAY JOHN A

Original Book:

Original Page:



RECORDED

Date: December 23, 2013

Time: 8:54:28 AM

Book	Page	DocType
0380	338	Q/Claim

Charlie Lybrand, Register
Charleston County, SC

of Pages: 4

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 10.00

DRAWER	Drawer 1
CLERK	KLH



0380
Book



338
Page



12/23/2013
Recorded Date



4
Pgs



Original Book



Original Page



D
Doc Type



08:54:28
Recorded Time

231

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

DOCKET NO. 2013-CP-10-4248

Belle Hall Plantation Homeowners Association, Inc.,

Plaintiff,

v.

John A. Murray, Trustee of John E. Murray and
Gloria C. Murray Family Trust,

Defendant(s).

NOTICE OF HEARING

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2014 MAR -5 PM 1:37

FILED

TO:

John A. Murray, Trustee of John E. Murray
and Gloria C. Murray Family Trust
1090 Loyalist Lane
Mt Pleasant SC 29464

John A. Murray, Trustee of John E. Murray
and Gloria C. Murray Family Trust
378 Jardinere Walk
Mt Pleasant, SC 29464

Please take notice that a Foreclosure Hearing in the above-referenced matter has been scheduled with the Charleston County Master in Equity, The Honorable Mikell R. Scarborough, to take place on 03/18/2014 at 02:00 pm, at:

100 Broad Street

Suite 266

Charleston, South Carolina 29401

at which time and place you are notified to appear and take such part as you deem to be appropriate.


Stephanie C. Trotter
McCabe, Trotter & Beverly, P.C.
P. O. Box 212069
Columbia, SC 29221
Telephone: 803-724-5000
Fax: 803-724-5001
Email: Stephanie.Trotter@mccabetrotter.com
Attorneys for Plaintiff

February 27, 2014
Columbia, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

DOCKET NO. 2013-CP-10-4248

Belle Hall Plantation Homeowners Association, Inc.,

Plaintiff,

v.

John A. Murray, Trustee of John E. Murray and
Gloria C. Murray Family Trust,

Defendant(s).

CERTIFICATE OF MAILING

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2014 MAR -5 PM 1:38

FILED

I, Virginia E. Oliver, an employee of the law offices of McCabe, Trotter & Beverly, P.C., attorneys for Plaintiff, do hereby certify that I have mailed a copy of the Notice of Hearing, which is attached hereto and incorporated herein by reference in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to each of the Addressees, listed on the Notice of Hearing and in separate envelopes, at each of their respective addresses shown thereon, this 3 day of ^{March} ~~February~~, 2014.



Virginia E. Oliver, Paralegal

Columbia, South Carolina

Physical Address:
140 Stoneridge Drive, Suite 650
Columbia, South Carolina 29210

Mailing Address:
Post Office Box 212069
Columbia, SC 29221

Locations in:
Mount Pleasant, SC
Myrtle Beach, SC



MCCABE, TROTTER & BEVERLY, P.C.
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

www.mccabetrotter.com

Phone: (803) 724-5000

Fax: (803) 724-5001

Stephanie C. Trotter
Shareholder

Stephanie.Trotter@mccabetrotter.com

February 27, 2014

John A. Murray, Trustee of John E. Murray
and Gloria C. Murray Family Trust
1090 Loyalist Lane
Mt Pleasant SC 29464

John A. Murray, Trustee of John E. Murray
and Gloria C. Murray Family Trust
378 Jardinere Walk
Mt Pleasant, SC 29464

RE: Belle Hall Plantation Homeowners Association, Inc. vs. John A. Murray, Trustee
of John E. Murray and Gloria C. Murray Family Trust.
Civil Action Number: 2013-CP-10-4248
Our File Number: 015521/00071

Dear John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust:

A foreclosure hearing has been set in the above-referenced matter for 03/18/2014 at
02:00 pm before the Master in Equity for Charleston County at:

100 Broad Street
Suite 266
Charleston, South Carolina 29401

Pursuant to S.C. Code Ann. § 14-11-110 (as amended), the Plaintiff's attorney will submit
written testimony on behalf of the Plaintiff at the hearing listed above.

If you plan to attend the foreclosure hearing, we would appreciate you leaving a message
at (803)724-5000.

Yours very truly,
Stephanie C. Trotter

SCT/geo
Enclosure
cc: Charleston County Master in Equity



BP0406909

PGS:

4

MASTER'S DEED

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) (Foreclosure)

To all whom these Presents shall concern:

I, Mikell R. Scarborough, as Master in Equity for Charleston County, in the said State, send Greetings:

WHEREAS, in an action in the Court of Common Pleas in Charleston County between BELLE HALL PLANTATION HOMEOWNERS ASSOCIATION, INC., as plaintiff(s) and JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST, as defendant(s), Case No. 2013-CP-10-4248, by an Order dated on April 8th, 2014, it was decreed that the property hereinafter described should be sold by the Master in Equity for Charleston County on the terms and for the purposes mentioned in the order(s) granted in the case as by reference thereto will appear:

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Charleston County, pursuant to the foregoing and in consideration of the sum of One Hundred Thousand and no/100 (\$100,000.00) Dollars as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant and release unto the grantees, **DAVID CONOR KEYS AND KAREN KEYS, 843 Robert E. Lee Boulevard, Charleston, South Carolina, 29412**, the following described property:

ALL that certain piece, parcel or lot of land, with residential improvements thereon, situate, lying and being in Mount Pleasant, South Carolina, designated as Lot 378 on a plat by Southeastern Surveying, Inc., dated June 28, 1993 entitled "A FINAL SUBDIVISION PLAT OF THE VERANDA, PHASE 1A-A, BELLE HALL PLANTATION, TRACT IV, OWNED BY PLANTATION PARTNERS LIMITED PARTNERSHIP LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA," said plat being recorded in the RMC Office for Charleston County in Plat Book CN at page 100. Said property having such size, shape, metes and bounds as is more specifically shown on said plat which is incorporated herein by reference.

This being the same property conveyed to John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust, by deed of John E. Murray and Gloria C. Murray dated October 26, 2011 and recorded in the Office of the Register of Mesne Conveyances for Charleston County on October 26, 2011 in Book 0213 at Page 942.

TMS # 537-07-00-058

TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Charleston County, under and by virtue of the said order(s), have hereunto set my Hand and Seal the 16th day of May, in the year of our Lord two thousand fourteen, and in the two hundred and thirty-seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED, AND DELIVERED)
in the Presence of:)

Bonnette Weather

Witness

January E. Oriskany

Witness

Mikell R. Scarborough, Master in Equity
for Charleston County

(L.S.)

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

I, January E. Oriskany, do hereby certify that Mikell R. Scarborough, as Master in Equity for Charleston County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 16th day of May, 2014.

January E. Oriskany
Notary Public for South Carolina
My commission expires: 10-31-2021

AFFIDAVIT

I. I have read the information on this affidavit and I understand such information..

- Grantor, Grantee or Legal Representative
Connected with this Transaction

David Connor Keys
Print or Type Name Here,

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



RECORDED

Date: May 23, 2014

Time: 1:25:27 PM

Book

0406

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909

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Charlie Lybrand, Register
Charleston County, SC

Filed By:

COUNTER CUSTOMER

DAVID C KEYS

843 ROBERT E LEE BLVD

CHARLESTON SC 29412

MAKER:

MURRAY JOHN A TR AL

RECIPIENT:

KEYS DAVID C AL

Note:

of Pages: 4

Recording Fee \$ 10.00

State Fee \$ 260.00

County Fee \$ 110.00

Extra Pages \$ -

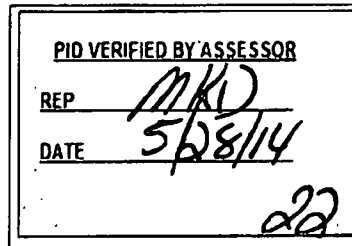
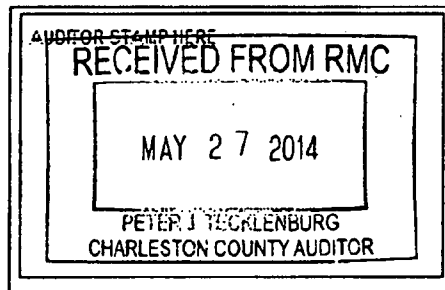
Postage \$ 0.50

Chattel \$ -

TOTAL \$ 380.50

Original Book:

Original Page:



DRAWER Drawer 3
CLERK ECP



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Book



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Recorded Date



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Original Book



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13:25:27
Recorded Time

238

STATE OF SOUTH CAROLINA)
CHARLESTON COUNTY)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO. 2013-CP-10042

BELLE HALL PLANTATION)
HOMEOWNER'S ASSOCIATION, INC.)

Plaintiff,

vs.

JOHN A. MURRAY, TRUSTEE OF JOHN)
E. MURRAY AND GLORIA C. MURRAY)
FAMILY TRUST,)

Defendant.)

AFFIDAVIT OF JOHN A.
MURRAY

FILED
2013 JUN 30 PM 3:38
CLERK OF COURT

I, JOHN A. MURRAY, being of full age and sound mind, hereby swear as follows:

1. I reside at 1574 Hidden Bridge Drive, Mount Pleasant, Charleston County, South Carolina.

2. I have lived at this residence for the past nine (9) years.

3. My parents, John E. Murray and Gloria C. Murray, owned property located at 378 Jardinere Walk, Mount Pleasant, South Carolina.

4. My mother, Gloria C. Murray, passed away on November 1, 2011 and my father, John E. Murray, passed way on June 18, 2012, see Death Certificates attached hereto as **Exhibit A**.

5. By Deed of John E. Murray and Gloria C. Murray, by myself as their attorney-in-fact, this property was conveyed to myself as Trustee of the John E. Murray and Gloria C. Murray Family Trust, recorded in the Charleston County RMC Office on October 26, 2011 in Book 0213, Page 942. See **Exhibit B**.

6. On October 17, 2012, the Charleston County Probate Court appointed myself as the Personal Representative of my father's estate and as such, the public records show my address of 1574 Hidden Bridge Drive, Mt. Pleasant, SC 29464. **See Exhibit C.**

7. On or about October 1, 2013, I received a Real Estate Tax Bill from the Charleston County Tax Assessor's Office for the Jardinere property. On the face of the tax bill, which is of public record, it shows the trust address/my address as 1574 Hidden Bridge Drive, Mt. Pleasant, SC 29464. **See Exhibit D.**

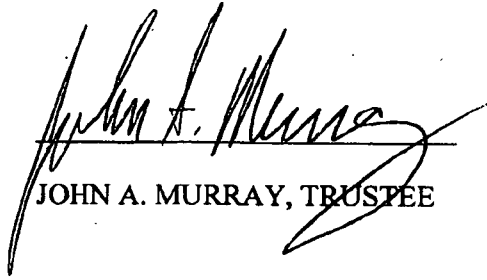
8. On December 19, 2013, I, as Trustee of the John E. Murray and Gloria C. Murray Family Trust, conveyed my parents' property located at 378 Jardinere Walk, Mount Pleasant, SC to myself by Quitclaim Deed recorded in the Charleston County RMC Office on December 23, 2013 in Book 0380, Page 338. Of public record and on the face of the Deed, my address is listed as 1574 Hidden Bridge Drive, Mt. Pleasant, SC 29464. **See Exhibit E.**

9. Despite all of the foregoing evidence of my address, I was never served with the Summons and Complaint of Foreclosure nor did I receive any notices regarding the foreclosure.

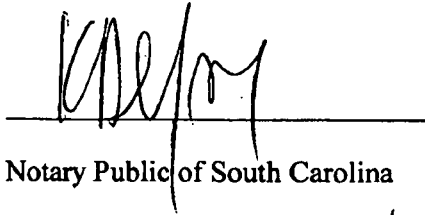
10. I only became aware of the foreclosure proceeding after the sale. The HOA judgment is in the amount of \$4053.85 and my property located at 378 Jardinere Walk, Mt. Pleasant, is assessed at \$240,000.00. **See Exhibit F.** The property was purchased for \$100,000.00 by David and Karen Keys.

11. I respectfully request that the Court grant my motion for reconsideration to set aside the sale due to failure of Plaintiff to conduct due diligence.

12. I respectfully request that the Court grant my motion for reconsideration to set aside the sale due to the inequity of the transaction and the unclean hands of the Plaintiff.


JOHN A. MURRAY, TRUSTEE

Subscribed and sworn to before me
this 30th day of June, 2014.


Notary Public of South Carolina

My Commission Expires: 10-16-2022

EXHIBIT A

242

RECORD 238

STATE OF SOUTH CAROLINA
CERTIFICATION OF VITAL RECORD

DEATH CERTIFICATION

STATE FILE NUMBER: 139-12-019272

DECEDENT'S NAME: *JOHN EGBERT MURRAY*

AKA's: NA

ARMED FORCES: YES

DATE OF BIRTH: [REDACTED] 1923

TYPE OF PLACE OF DEATH: HOSPITAL- EMERGENCY ROOM/OUTPATIENT

NAME AND ADDRESS OF PLACE OF DEATH: EAST COOPER REGIONAL MEDICAL CENTER, MOUNT PLEASANT, SC 29464

PLACE OF DISPOSITION: NORTHWOODS CREMATORY

DISPOSITION LOCATION: NORTH CHARLESTON, SOUTH CAROLINA

METHOD OF DISPOSITION: CREMATION

DECEDENT'S RESIDENCE: 1010 ANNA KNAPP BOULEVARD APT:B2, MOUNT PLEASANT, CHARLESTON COUNTY, SC, 29464

PLACE OF BIRTH: ITALY

SEX: MALE

SOCIAL SECURITY NUMBER: [REDACTED]

AGE: 88 YEARS

COUNTY OF DEATH: CHARLESTON

MARITAL STATUS: WIDOWED (AND NOT REMARRIED)

SURVIVING SPOUSE'S NAME: NA

FATHER'S NAME: GERALD MURRAY

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: DOROTHY MURRAY

INFORMANT'S NAME: JOHN A MURRAY

RELATIONSHIP: SON

MAILING ADDRESS: 1574 HIDDEN BRIDGE DRIVE, MOUNT PLEASANT, SC, 29464

FUNERAL HOME: J. HENRY STUHR FUNERAL CHAPEL, 232 CALHOUN ST., CHARLESTON, SC, 29401

FUNERAL DIRECTOR: JOHN C. ARANT

EMBALMER'S NAME: NONE

LICENSE NUMBER: 1784

LICENSE NUMBER: NONE

MANNER OF DEATH: ACCIDENT

ACTUAL OR PRESUMED DATE OF DEATH: JUNE 18, 2012

ACTUAL OR PRESUMED TIME OF DEATH: 1804

CAUSE OF DEATH - PART I

CHOKED ON FOOD

OTHER SIGNIFICANT CONDITIONS - PART II:
DEMENTIA, HYPERTENSION, TIA

CORONER CONTACTED? YES

AUTOPSY PERFORMED? NO

AUTOPSY AVAILABLE? NA

DATE OF INJURY: JUNE 18, 2012

TIME OF INJURY: 1720

INJURY AT WORK? NO

PLACE OF INJURY: EXTENDED CARE FACILITY DINING ROOM

LOCATION OF INJURY: 1010 ANNA KNAPP BOULEVARD, MOUNT PLEASANT, CHARLESTON COUNTY, SC, 29464

HOW THE INJURY OCCURRED?

CHOKED ON FOOD

CERTIFIER NAME AND TITLE: DEP. CORONER DOROTHY LINDSAY

LICENSE NUMBER: NA

CERTIFIER'S ADDRESS: 4050 BRIDGE VIEW DR, NORTH CHARLESTON, SC, 29405

DATE FILED: JUNE 20, 2012

DATE OF ISSUANCE: JUNE 21, 2012

SPECIAL INSTRUCTIONS:

NA

SC02304732

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

Catherine Templeton

Catherine Templeton
Director and State Registrar

Guang Zhao

Guang Zhao
Assistant State Registrar

This copy is not valid unless prepared on an engraved **243** displaying the state seal and issuing agency logo.

Revision Date: 03/21/2012

RECORD 239



STATE OF SOUTH CAROLINA
CERTIFICATION OF VITAL RECORD

DEATH CERTIFICATION

STATE FILE NUMBER : 139-11-034249

DECEDENT'S NAME: *GLORIA COOK MURRAY*

AKA's: NA

ARMED FORCES: YES

DATE OF BIRTH: [REDACTED] 1931

TYPE OF PLACE OF DEATH: HOSPICE FACILITY

NAME AND ADDRESS OF PLACE OF DEATH: HOSPICE CENTER OF HOSPICE OF CHARLESTON, MOUNT PLEASANT, SC 29464

PLACE OF DISPOSITION: SMITH CEMETERY

DISPOSITION LOCATION: CADES. SOUTH CAROLINA

METHOD OF DISPOSITION: BURIAL

DECEDENT'S RESIDENCE: 937 BOWMAN ROAD APT:261. MOUNT PLEASANT. CHARLESTON COUNTY. SC. 29464

PLACE OF BIRTH: SOUTH CAROLINA

SEX: FEMALE

SOCIAL SECURITY NUMBER: [REDACTED]

AGE: 80 YEARS

COUNTY OF DEATH: CHARLESTON

MARITAL STATUS: MARRIED

SURVIVING SPOUSE'S NAME: JOHN EGBERT MURRAY

FATHER'S NAME: PEARLY COOK

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: ELISE FLOYD

INFORMANT'S NAME: MIKE MURRAY

RELATIONSHIP: FAMILY MEMBER

MAILING ADDRESS: 1907 FOUNTAIN ROAD. CHAPEL HILL, NC. 27517

FUNERAL HOME: WILLIAMSBURG FUNERAL HOME, INC., 332 E. MAIN ST., KINGSTREE, SC, 29556

FUNERAL DIRECTOR: WILLIAM B HORTON JR.

LICENSE NUMBER: 1291

EMBALMER'S NAME: WILLIAM B HORTON JR

LICENSE NUMBER: 1291

ACTUAL OR PRESUMED DATE OF DEATH: NOVEMBER 01, 2011

MANNER OF DEATH: NATURAL

ACTUAL OR PRESUMED TIME OF DEATH: 1640

CAUSE OF DEATH - PART I

LEFT PARIETAL ISCHEMIC STROKE WITH HEMORRHAGIC TRANSFORMATION

OTHER SIGNIFICANT CONDITIONS - PART II:
HYPERTENSION

CORONER CONTACTED? NO

AUTOPSY PERFORMED? NO

AUTOPSY AVAILABLE? NA

DATE OF INJURY: NA

TIME OF INJURY: NA

INJURY AT WORK? NA

PLACE OF INJURY: NA

LOCATION OF INJURY: NA

HOW THE INJURY OCCURRED?

NA

CERTIFIER NAME AND TITLE: MD BETH ANN WOLF

LICENSE NUMBER: 27248

CERTIFIER'S ADDRESS: 676 WANDO PARK BLVD, MOUNT PLEASANT, SC, 29464

DATE FILED: NOVEMBER 04, 2011

DATE OF ISSUANCE: NOVEMBER 07, 2011

SPECIAL INSTRUCTIONS:

NA

SC01915042

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

C. Earl Hunter
C. Earl Hunter

Commissioner and State Registrar

Guang Zhao
Guang Zhao

Assistant State Registrar

This copy is not valid unless prepared on an engraved **244** displaying the state seal and issuing agency logo.

Revision Date: 08/01/2009

RECORD 240



EXHIBIT B

245

RECORD 241



BP0213942

RMC Bk 0213 Pg 942 : pg 1 *

Please Do Not Write Above This Line—For Official Use Only

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, That, we, JOHN E. MURRAY AND GLORIA C. MURRAY, by our ATTORNEY IN FACT, JOHN A. MURRAY of the State of South Carolina, County of Charleston, for and in consideration of the sum of Five and no/100s (\$5.00), to me paid by JOHN A. MURRAY, TRUSTEE OF THE JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST ("GRANTTEE"), the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said JOHN A. MURRAY TRUSTEE OF THE JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUSTS its heirs and assigns forever:

All that certain piece, parcel or lot of land, with residential improvements thereon, situate, lying and being in Mount Pleasant, South Carolina designated as lot 378 on a plat by Southeastern Surveying, Inc., dated June 28, 1993 entitled "A FINAL SUBDISVION PLATE OF THE VERANDA, PHASE 1A-1, BELLE HALL PLANTATION, TRACT IV OWNED BY PLANTAION PARTNERS LIMITED PARTNERSHIP LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY SOUTH CAROLINA", said plat being recorded in the RMC Office for Charleston County in Plat Book CN, Page 100. Said property having such size, shape, metes and bounds as is more specifically shown on said Plat which is incorporated herein by reference.

SUBJECT TO ALL RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD.

Being the Same property conveyed to the Grantor herein by deed of Richard William Middleton dated October 29, 2007, and recorded at Book H 643 at Page 075.

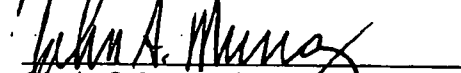
Grantee's Address: 378 Jardinere Walk, Mount Pleasant, SC 29464

IN WITNESS WHEREOF, the undersigned has executed this Deed on the
26th of October, 2011
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


WITNESS ONE - Marie B. McGuirk


WITNESS TWO - Alyson C. Fudge


John E. Murray by his attorney in
fact John A. Murray, Grantor

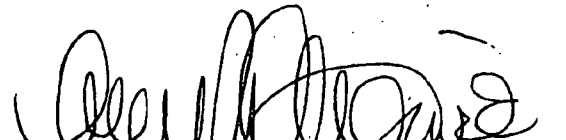

Gloria C. Murray by her attorney in
fact John A. Murray, Grantor

STATE OF SOUTH CAROLINA)

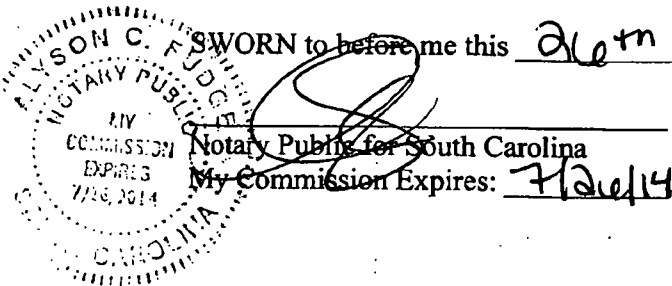
COUNTY OF CHARLESTON)

PROBATE)

PERSONALLY appeared before me, John A. Murray attorney in fact for John E. Murray and Gloria C. Murray, GRANTORS, AND witnesses Marie B. McGuirk AND Alyson C. Fudge, and made oath that he/she saw the within named Grantors sign, seal and as their act and deed, deliver the within written deed, and that they witnessed the execution thereof.


WITNESS ONE - Marie B. McGuirk

SWORN to before me this 26th day of October, 2011



STATE OF SOUTH CAROLINA }
COUNTY OF Charleston }

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by John E. Murray + Gloria C. Murray
to John E. Murray + Gloria C. Murray Family Trust
with John A. Murray as trustee on 10/26/11.
3. Check one of the following: The deed is
 - (A) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth:
 - (B) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): Exemption 8 (Explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

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

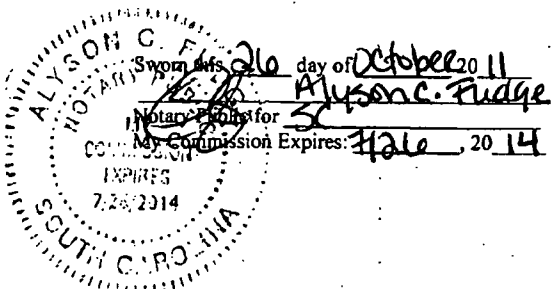
4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (B) ☐ The fee is computed on the fair market value of the realty which is _____.
 - (C) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check YES ☐ or NO ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
 - (If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____.

8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as:
Agent under Durable Power of Attorney for John E. Murray and Gloria C. Murray
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

John A. Murray
Responsible Person Connected with the Transaction

John A. Murray, Attorney in Fact for
Print or Type Name Here

John E. Murray + Gloria C. Murray



248

RECORD 244

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

COUNTER CUSTOMER
JOHN A MURRAY
1574 HIDDEN BRIDGE DRIVE
MT PLEASANT, SC 29464

MAKER:

MURRAY JOHN E AL

RECIPIENT:

MURRAY JOHN A TR AL

Original Book:

Original Page:

RECEIVED FROM RMC

OCT 28 2011

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

UPDATED

PID VERIFIED BY ASSESSOR

OCT 27 2011

REP

DATE ASTRJB

42

RECORDED

Date: October 26, 2011

Time: 12:09:37 PM

Book

0213

Page

942

DocType

Deed

Charlie Lybrand, Register
Charleston County, SC

of Pages: 4

Recording Fee \$ 10.00

State Fee <EXEMPT>

County Fee <EXEMPT>

Extra Pages \$ -

Postage \$ 0.50

Chattel \$ -

TOTAL \$ 10.50

**DRAWER
CLERK**

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249

843-958-4800

101 MEETING STREET

CHARLESTON, SC 29401

www.charlestoncounty.org

RECORD 245

EXHIBIT C

250

RECORD 246

CHARLESTON COUNTY

Probate Court

Judge Irvin G. Condon

- MAIN MENU
- CONTACTS
- HELP

Case:
2012ES10001523

Estate of: MURRAY , JOHN EGBERT

Filed: 10/16/2012
Date Appointed: 10/17/2012

Effective: 10/16/2012
Date of Death: 6/12/2012

Status: Closed
Final Disposition: 12/31/2013

Attorney or Other Contact:

MURRAY, JOHN A
1574 HIDDEN BRIDGE DRIVE
MT PLEASANT, SC 29464
Phone:

FUDGE, ALYSON C.
222 W COLEMAN BLVD., #116
MT. PLEASANT, SC 29464
Phone: 416-1102
Fax:

Roll: Frame: Microfilm Date:

EXCEPTIONS

DECEDENT INFO | HEARING DATES | DOCUMENTS | CREDITORS | BILLING TRANSACTIONS

Selections

Search

Main Menu

Use the buttons above to navigate your results. To start a new search, click the Search button above. To return to the Probate court home page, click Main Menu.

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251

RECORD 247

EXHIBIT D

252

RECORD 248

THIS TAX BILL DOES NOT REFLECT ANY TAXES YOU MIGHT OWE FOR PREVIOUS YEARS

**COMBINED TAXES FOR: CHARLESTON COUNTY-WIDE ENTITIES AND 2-1 TOWN OF MOUNT PLEASANT
REAL PROPERTY TAXES FOR PERIOD COMMENCING: 01-01-2013**

TAX BILL DATE: 10-01-2013

PROPERTY DESCRIPTION				ASSESSMENT RATIO	APPRAISAL	ASSESSMENT	MILLAGE	TOTAL TAX
DIST	TYPE	ACRES	MORTGAGE CODE/ID					
2-1	101	0.18		016	239,999	14,400	219.4	3,159.36

BILL NO.: 3342607

PIN : 5370700058

SUBDIVISION NAME -THE VERANDA DESCRIPTION -LOT 378 PHASE A1
378 JARDINERE WALK

118609 1 AV 0.357



MURRAY FAMILY TRUST
1574 HIDDEN BRIDGE DR
MOUNT PLEASANT SC 29464-9788

118609
118609
453

COUNTY SALES TAX CREDIT 206.40
MUNICIPAL SALES TAX CREDIT 98.40
RESIDENTIAL USER FEE 89.00

PAY THIS AMOUNT ON OR BEFORE 01-15-2014 \$2,953.56

101

YOU CAN PAY YOUR TAXES ONLINE AT www.charlestoncounty.org
IMPORTANT INFORMATION ON BACK OF THIS BILL

GOVERNMENT AGENCIES RESPONSIBLE FOR MILLAGE & TAX DOLLARS			
MILLS	TAXES	AGENCY CODE	
40.7	379.68	COUNTY GOVERNMENT OPERATING	
6.1	87.84	COUNTY GOVERNMENT BONDS (958-4641)	16.4%
100.5	1,447.20	SCHOOL BOARD OPERATING	
26.0	374.40	SCHOOL BOARD BONDS (566-1829)	63.8%
4.1	59.04	PARKS & RECREATION OPERATING	
1.3	18.72	PARKS & RECREATION BONDS (762-2172)	2.7%
1.9	27.36	TRIDENT TECHNICAL COLLEGE OPERATING	
0.5	7.20	TRIDENT TECHNICAL COLLEGE BONDS (574-6111)	1.2%
35.4	411.36	TOWN OF MT PLEASANT OPERATING (884-8517)	
2.9	41.76	TOWN OF MT PLEASANT BONDS	15.9%
219.4	2,854.56	TOTAL TAXES	100.0%
	99.00	RESIDENTIAL USER FEE	
	2,953.56	PAY THIS AMOUNT	

TEAR AT PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT

PROPERTY DESCRIPTION: PIN: 5370700058

SUBDIVISION NAME -THE VERANDA DESCRIPTION -LOT 378 PHASE A1-1
378 JARDINERE WALK

BILL NO.: 3342607 TAX BILL DATE: 10-01-2013

FOR PERIOD COMMENCING 01-01-2013

PAY YOUR TAXES ONLINE AT www.charlestoncounty.org

AMOUNT ▶ \$2,953.56

IF PAYING ON OR BEFORE 01-15-2014 U.S. DOLLARS ONLY

AMOUNT DUE AFTER (PAYMENT TO COUNTY TREASURER)

01-15-2014 3,042.17
02-01-2014 3,248.92

AMOUNT DUE AFTER (PAYMENT TO DELINQUENT TAX)

03-18-2014 3,396.60

ADDRESS _____

CHANGE _____

MAKE PAYMENT TO:

CHARLESTON COUNTY TREASURER
PO BOX 100242
COLUMBIA SC 29202-3242

253

2020130000000003342607011520140002953563

EXHIBIT E

254

RECORD 250



BP0380338

PGS:

4

TITLE NOT EXAMINED

STATE OF SOUTH CAROLINA

QUITCLAIM DEED

COUNTY OF CHARLESTON

KNOW ALL MEN BY THESE PRESENTS, that **JOHN A. MURRAY, as TRUSTEE OF THE JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST**, (hereinafter the "Grantor"), for good consideration and for the sum of \$5.00, love and affection, paid by **JOHN A. MURRAY**, (hereinafter the "Grantee"), the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee, all of the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto:

ALL that certain piece, parcel or lot of land, with residential improvements thereon, situate, lying and being in Mount Pleasant, County of Charleston, State of South Carolina, designated as Lot 378 on a plat by Southeastern Surveying, Inc., dated June 28, 1993 entitled "A FINAL SUBDIVISION PLATE OF THE VERANDA, PHASE 1A-1, BELLE HALL PLANTATION, TRACT IV OWNED BY PLANTATION PARTNERS LIMITED PARTNERSHIP LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY SOUTH CAROLINA," said plat being recorded in the RMC Office for Charleston County in Plat Book CN, Page 100. Said property having such size, shape, metes and bounds as is more specifically shown on said Plat which is incorporated herein by reference.

TMS No. 537-07-00-058

THIS BEING the same property as conveyed unto the Grantor by deed of John E. Murray and Gloria C. Murray, by their attorney in fact, John A. Murray, dated October 26, 2011, and recorded October 26, 2011 in the RMC Office for Charleston County, in Book 0213, at Page 942.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the Grantee hereinabove named, his heirs and assigns forever.

Grantee's address: 1574 Hidden Bridge Drive
Mount Pleasant, SC 29464

255

RECORD 251

IN WITNESS the Hand and Seal of The Grantor this 19 day of December, 2013.

Signed, Sealed and Delivered
In the Presence of:

Beatrice Whitten
Witness (1)

[Signature]
Witness (2)

John A. Murray
John A. Murray, as Trustee of the John E.
Murray and Gloria C. Murray Family Trust

State of South Carolina)
)
County of Charleston)

Before me personally appeared the other signed witness and made oath that (s)he saw the
within named Grantor sign, seal, and as her/his act and deed, deliver the within written Quitclaim
Deed; and that (s)he with the other witness witnessed the execution thereof.

Sworn before me this 19 day of
December, 2013.

[Signature]
Notary Public for South Carolina
My Commission Expires: 1-21-2015

Beatrice Whitten
Witness (1)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Date of Transfer of Title
Closing Date _____

AFFIDAVIT

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

1. I have read the information on this Affidavit and I understand such information.
2. An interest in the property being transferred BY John A. Murray, as Trustee of the John E. Murray and Gloria C. Murray Family Trust TO John A. Murray ON 2-19-13.
3. Check one of the following: The DEED is
 - (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☒ EXEMPT from the deed recording fees because: (Exemption # 9)
Explanation if required. Family transfer/Trust to individual
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) ☐ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) ☐ the amount listed in item 4 above.
 - (b) ☐ the amount listed in item 5 above (no amount place zero).
 - (c) ☐ subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transactions as: I am an attorney.
8. Check if property other than real property is being transferred on this deed.
 - (a) ☐ Mobile Home
 - (b) ☐ Other

9. ☐ DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____, deceased. CASE NUMBER: _____. Personally appeared before me the undersigned attorney, who, being duly sworn, certified that she is licensed to practice law in the State of South Carolina; that she has prepared the Deed of Distribution for the Personal Representative in the Estate of _____, deceased, and that the grantees therein are correct and conform to the estate file for the above named decedent.

10. I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN THIS 19 Day of December, 2013.

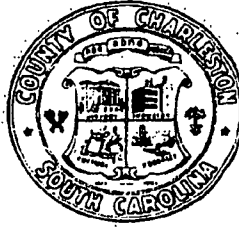
Notary Public for South Carolina
My Commission Expires: 1-21-2015

Beatrice E. Whitten
Grantor, Grantee, or Attorney that prepared this form

Beatrice E. Whitten, Esq.
Print or Type Name

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

BEATRICE WHITTEN
1110 QUEENSBOROUGH BLVD
SUITE A
MT. PLEASANT SC 29464

RECORDED

Date: December 23, 2013

Time: 8:54:28 AM

Book	Page	DocType
0380	338	Q/Claim

Charlie Lybrand, Register
Charleston County, SC

MAKER:

MURRAY JOHN A TR AL

Note:

RECIPIENT:

MURRAY JOHN A

of Pages: 4

Recording Fee \$ 10.00

State Fee <EXEMPT>

County Fee <EXEMPT>

Extra Pages \$ -

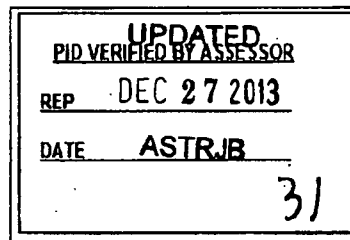
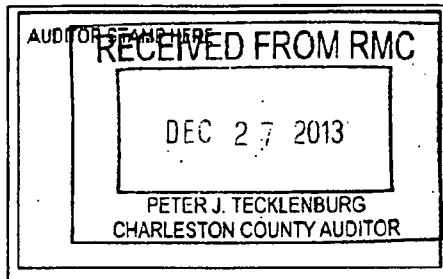
Postage \$ -

Chattel \$ -

TOTAL \$ 10.00

Original Book:

Original Page:



DRAWER Drawer 1
CLERK KLH



0380

Book



338

Page



12/23/2013

Recorded Date



4

Pgs



Original Book



Original Page



D

Doc Type



08:54:28

Recorded Time

EXHIBIT F

259

RECORD 255

Site Provided by...
governmax.com

Overview

Property ID (PIN)
1 of 1

Records

Overview

Parcel

Land

Improvements

Sales Disclosure

Pay Taxes

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
5370700058		378 JARDINERE WALK, MOUNT PLEASANT	6/21/2014	2013	2013

Current Parcel Information

Owner	KEYS DAVID CONOR KEYS KAREN	Property Class Code	101 - RESID-SFR
Owner Address	843 ROBERT E LEE BLVD CHARLESTON SC 29412	Acreage	.0000
Legal Description	Subdivision Name - THE VERANDA Description - LOT 378 PHASE A1-1 PlatSuffb EA-6 PolTwp 001		

Search by

Property ID (PIN)

Street Address

Legal Description

Sales

Owner Name

Historic Information

Tax Year	Land	Improvements	Market	Taxes	Payment
2013	\$139,000	\$101,000	\$240,000	\$2,953.56	\$2,953.56
2012	\$139,000	\$101,000	\$240,000	\$2,958.84	\$3,254.72
2011			\$240,000	\$0.00	\$0.00
2011			\$240,000	\$99.00	\$113.85
2011			\$240,000	\$719.72	\$922.68
2010			\$276,000	\$936.43	\$936.43

Functions

Homepage

Real Property

Personal Property

Motor Vehicle

Shopping Cart

Help

Feedback

County Login

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
MURRAY JOHN A	0406 909	5/16/2014	M		\$100,000
MURRAY FAMILY TRUST	0380 338	12/19/2013	Q		\$5
MURRAY JOHN E	0213 942	10/26/2011	D		\$5
MIDDLETON RICHARD WILLIAM	H643 075	10/29/2007	G		\$275,900
BREITBELL STEPHEN J	T416 858	8/29/2002	G		\$173,000
RYLAND GROUP INC THE	O236 811	12/22/1993	G		\$89,220
BELLE MALL JOINT VENTURE	M232 099	9/24/1993	G		\$120,000
PLANTATION PARTNER LIMITED	Z228 027	6/24/1993	G		\$243,681

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Bedrooms	Finished Sq. Ft.	Improvement Size
R01	DWELL	Dwelling	1993	1.0	03	1,489	
R01	ATTGAR	Attached Garage	0000	0	0		228

Charleston County makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. All data is subject to change.

260

RECORD 256

2013

CP-4248

CERTIFICATE OF SERVICE

I, the undersigned of DeJong Law Firm, LLC, counsel for Defendant John A. Murray, Trustee, do hereby certify that I have served all parties in this action with a copy of the document hereinbelow specified by USPS overnight mailing of the same to the following address:

Document: **Notice of Appearance as Co-Counsel for Defendant and Supporting Affidavit/Exhibits**

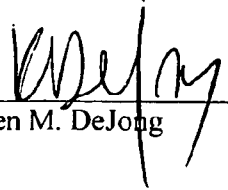
Party Served: Stephanie Trotter, Esq.
140 Stoneridge Drive, Suite 650
Columbia, SC 29210

David Conor Keys, Esq.
843 Robert E. Lee Blvd.
Charleston, SC 29412

Karen Keys
843 Robert E. Lee Blvd.
Charleston, SC 29412

Amanda Reece, Esq.
Reece Law Firm, LLC
871 Lowcountry Blvd., Ste. 200
Mt. Pleasant, SC 29464

Mt. Pleasant, SC
June 30, 2014



Karen M. DeJong

FILED
2014 JUN 30 PM 3:38
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Belle Hall Plantation Homeowner's
Association, Inc.)

Plaintiff,)

John A Murray, Trustee of John E. Murray)
Gloria C. Murray Family Trust,)

Defendant.)

COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2013-CP-10-4248

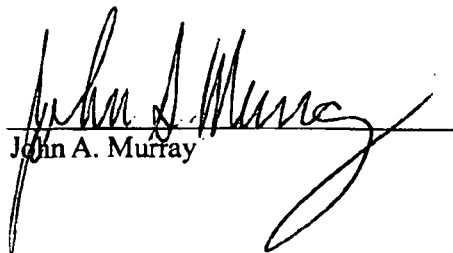
FILED
2014 JUL -3 AM 10:04
JULIE L. ARACIO
CLERK OF COURT

**REBUTTAL AFFIDAVIT TO
PLAINTIFF'S AFFIDAVIT
OFFERED IN REPLY TO RULE
59 AND OR 60 MOTION**

1. I, John A. Murray, Trustee of John E. Murray and Gloria C. Murray Family Trust as solely named Defendant in this action of foreclosure have held title continuously in my capacity as Trustee beginning October 26, 2011 and then individually as of December 19th, 2013.
2. My mother, Gloria Murray, was deceased November 1, 2011.
3. My father, John E. Murray was deceased June 18, 2012.
4. The property subject of this action located at 378 Jardinere Walk, Mount Pleasant, SC 29464 ("Jardinere") has no mortgage and is free and clear of any other claims but for the Plaintiff's to the best of my knowledge.
5. I first discovered this action in foreclosure after and within a week of the final hearing on March 18th, 2014 by way of a Notice of final hearing left at the front door of my long time place of residence which is 1574 Hidden Bridge in Mount Pleasant, South Carolina ("Hidden Bridge").
6. My discovery of this action was on or about March 26th, 2014 after the granting of judgment in favor of the Plaintiff on March 18th, 2014.
7. I understood this notice to have been left at my door by my tenants occupying the 378 Jardinere.
8. The notice had been mailed to the tenants of Jardinere and to 1090 Loyalist Lane.
9. I was not personally served any pleadings or notices prepared on behalf of the Plaintiff in this action.
10. I have never resided at 378 Jardinere, 3100 Tradition Circle or 937 Bowman Road.
11. I resided at 1090 Loyalist as a child growing up but not for at least the last 30 years..

12. Upon the post judgment discovery of this action, I sent an email to Plaintiff's counsel contained in the notice of hearing that arrived inquiring as to the nature of this action and stating that if I owed money, I had the funds to pay it. (Exhibit A)
13. I also attempted to call Plaintiff's attorney's office, though the recording would not accept a message..I believe it was two times I tried..
14. To date, my email remains unanswered.
15. I have, at all times since the discovery of this action in March of 2014 had available funds to pay the amount of this debt understood to be claimed in the neighborhood of \$ 5,000.
(Exhibit B)
16. After a period of waiting for a reply to my email, I began to seek legal representation.
17. I ultimately retained Reece Law Firm to represent me on May 9th, 2014 and discovered that 378 Jardinere had been sold to Mr. and Mrs. Keys just days before, on May 7th, 2014
18. I stand prepared to pay any amounts due to the Belle Hall Plantation Association today
(Exhibit C).
19. My father, John E. Murray, the beneficiary of the Trust resided in various assisted living facilities locally in the last few years of his life.
20. I never, at any time, resided in the above referenced addresses.
21. I remained unaware of any bill due to the Association as I was distracted by my father's death and consumed with issues of probating his estate.
22. I have resided at 1574 Hidden Bridge, the home of my significant other, Helen Skelton for approximately nine years..
23. I paid and received receipts for the taxes on the Jardinere property in the years of 2011, 2012, 2013 and 2014 ~~(Exhibit D)~~

FURTHER AFFIANT SAYETH NAUGHT


John A. Murray

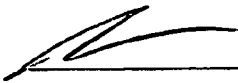
2013-CP-10-4248

STATE OF SOUTH CAROLINA)
COUNTY OF Cherokee)

ACKNOWLEDGMENT

I, THE UNDERSIGNED NOTARY PUBLIC, DO HEREBY CERTIFY THAT JOHN A. MURRAY, PERSONALLY
APPEARED BEFORE ME THIS 3rd DAY OF JULY, 2014 AND ACKNOWLEDGED THE DUE EXECUTION OF THE
FOREGOING AFFIDAVIT.

Witness my hand and official seal this 3rd day of July, 2014.



Notary Public for SOUTH Carolina
My Commission Expires: 10-18-2021

Amy Noa Reece

(SEAL)

FILED

JUL 03 2014

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

amanda reece

From: JOHN MURRAY
Sent: Thursday, July 03, 2014 6:12 AM
To: amanda reece
Subject: Re: 378 Jardinere Walk

On Fri, Jun 27, 2014 at 12:55 PM, JOHN MURRAY <johna_murray@charleston.k12.sc.us> wrote:

----- Forwarded message -----

From: JOHN MURRAY <johna_murray@charleston.k12.sc.us>
Date: Wed, Mar 26, 2014 at 9:33 AM
Subject: 378 Jardinere Walk
To: stephanie.Trotter@mccabetrotter.com ✓

My name is John Murray. I found a letter outside of my house, which appears to have been stuck in my door at one time. I do not live at Loyalist Lane or at 378 Jardinere Walk. I am responsible for 378 Jardinere. I do not know if I need a lawyer or not, but if this is about collecting back money for Homeowners for Jardinere Walk, I will pay. I was not aware of any issues but will make the situation right. I tried to call but the number on your letterhead has been turned off. Please return the email. Thank you, John Murray

EXHIBIT "A"



Deposit Inquiry

15:50:13

JOHN A MURRAY

Account number: ~~XXXXXXXXXX~~

1 of 1

Memo posted

Last stmt balance:

13,196.73

Last stmt date:

6/30/14

Current balance:

13,196.73

Statement cycle:

33

Control: From

To

Posted	Description	Check No	Amount	Balance
12/31/13	Interest Rate Change		.05000000%	22,191.70
1/07/14	Cash W/D		1,500.00-	20,691.70
3/05/14	Deposit Check		1,000.00	21,691.70
3/31/14	Interest Paid		2.61	21,694.31
3/31/14	Interest Rate Change		.05000000%	21,694.31
5/09/14	Cash W/D		300.00-	21,394.31
5/09/14	Transfer withdrawal		3,000.00-	18,394.31
6/01/14	Interest Rate Change		.05000000%	18,394.31
6/10/14	Cash W/D		700.00-	17,694.31
6/27/14	Transfer withdrawal		3,000.00-	14,694.31
6/30/14	Transfer withdrawal		1,500.00-	13,194.31
6/30/14	Interest Paid		2.42	13,196.73
6/30/14	Interest Rate Change		.05000000%	13,196.73
7/02/14	Memo Debit		6,006.00-	13,196.73

Bottom

F4=Redsply F6=Bal Inq F7=Scan Fwd F8=Scan Bkwd F11=Prior bal F15=EFT F16=Sort
F17=Top F18=Bottom F19=EDI F22=T/C F23=Checks

Don K Reynolds
843-856-5703

Exempt
- B

EX 14 18 IT
"C"



First Federal

Cashier's Check

67-7194
2532

719346

PAY TO THE
ORDER OF

REECE LAW FIRM

07/02/2014

\$4,000.00

Six Thousand and 00/100

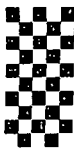
Remitter: JOHN A MURRAY
7165

Security Features Are Included

FIRST FEDERAL BANK
P.O. BOX 118068
CHARLESTON, SC 29423-6068
FOR INQUIRES CALL 800-766-3246

AUTHORIZED SIGNATURE

RECORD 263



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Belle Hall Plantation Homeowner's
Association, Inc.)

Plaintiff,)

John A Murray, Trustee of John E. Murray
Gloria C. Murray Family Trust,)

Defendant.)

COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2013-CP-10-4248**AFFIDAVIT OF AUDITOR
PETER J. TECKLENBURG**

BY

JULIE S. AMSTROM
CLERK OF COURT

2014 JUL -3 AM 10:14

FILED

1) My name is Peter J. Tecklenburg and I am the duly elected Charleston County Auditor since November 5, 2012.

2) My office is responsible for the generating and mailing of property tax bills to the residents and property owners of Charleston County real property;

3) The 2011 property tax bill dated November the 12th, 2011 for 378 Jardinere Walk, Mount Pleasant, SC 29464-7814 was mailed to Murray Family Trust 378 Jardinere Walk, Mount Pleasant, SC 29464-7814

4) The 2012 property tax bill dated October 1st, 2012 for 378 Jardinere Walk, Mount Pleasant, SC 29464-7814 was mailed to Murray Family Trust 378 Jardinere Walk, Mount Pleasant, SC 29464-7814

5) The 2013 property tax bill dated October 1st, 2013 for 378 Jardinere Walk, Mount Pleasant was mailed to Murray Family Trust 1574 Hidden Bridge Drive, Mount Pleasant, SC 29464-9788

6) Amongst the duties, policies, and procedures, my office manages and updates the Charleston County Online Tax System - Aumentum including the change of address in the system reflected on the publicly available website www.charlestoncounty.org as it pertains to tax mailing addresses of the property owners of Charleston County real property.

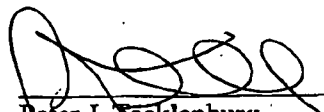
7) The tax mailing address for 378 Jardinere Walk, Mount Pleasant, SC 29464-7814 was changed to Murray Family Trust 1574 Hidden Bridge, Charleston SC 29464-9788 within the above referenced system and available to the public on www.charlestoncounty.org website on March 15th, 2013.

8) From exactly March 15th, 2013 moving forward until on or about the 2014 Master's Deed of title transfer to David Conor Keys and Karen Keys on May 7th, 2014 the

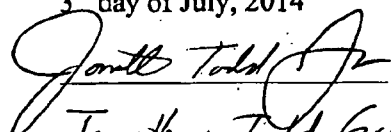
www.charlestoncounty.org did reflect 1574 Hidden Bridge Drive, Mount Pleasant, SC 29464-7814.

9) The TMS Number for 378 Jardinere Walk, Mount Pleasant, SC 29464-7814 is 537-07-00-058

FURTHER AFFIANT SAYETH NAUGHT


Peter J. Kecklenburg
Charleston County Auditor

Sworn before me this
3rd day of July, 2014


Jonathan Todd Green

Printed name

Notary Public for South Carolina

My commission expires: June 2017

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Belle Hall Plantation Homeowners
Association, Inc.,

Plaintiff,

v.

John A. Murray, Trustee of John E. Murray
and Gloria C. Murray Family Trust ,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A No.: 2013-CP-10-4248

**AFFIDAVIT OF STEPHANIE C
TROTTER**

FILED
2014 JUL -3 AM 9:59
JULIE J. ARMSTRONG
CLERK OF COURT

015521/00071

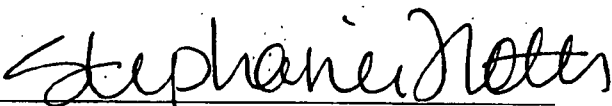
PERSONALLY APPEARED before me, Stephanie Trotter, who after being sworn
deposes and says as follows:

1. My name is Stephanie Trotter and I am the attorney for the Plaintiff in this action.
2. When the Plaintiff requested that my office undertake legal action to collect the delinquent assessments owed by Defendant, the last known address for Defendant was 3100 Tradition Circle, Apt. 1144, Mt. Pleasant, SC 29466. At that time the mailing address listed on the county tax records was 378 Jardinere Walk, Mt. Pleasant, SC 29464.
3. The deed into the Defendant, recorded in the RMC Office for Charleston County in Book 0213 at Page 942, lists the Defendant's mailing address as 378 Jardinere Walk, Mt. Pleasant, SC 29464. A copy of said deed is attached hereto as Exhibit A.
4. My staff, at my direction and under my supervision, retained a process server to serve the Summons and Complaint in this matter upon John A. Murray as evidenced by Exhibits B-D attached hereto.
5. My staff, at my direction and under my supervision, searched the public records available to us in an attempt to locate John A. Murray. We were unable to locate any likely address other than those attempted by the process server.
6. After the Defendant filed its Motion to Vacate the Sale in this matter, I searched the Charleston County RMC online records and discovered that the Defendant deeded the

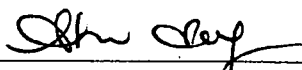
subject property to John A. Murray on December 19, 2013 by deed recorded in Book 0380 at Page 338. This deed lists John A. Murray's mailing address as 1574 Hidden Bridge Drive, Mt. Pleasant, SC 29464. A copy of said deed is attached hereto as Exhibit E.

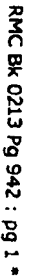
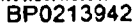
7. Because Exhibit E was not recorded until after this suit was initiated and after Plaintiff had served Defendant via publication, I was not aware of this potential address.
8. After receiving Defendant's Motion to Vacate I searched Whitepages.com for potential listings for John A. Murray in Charleston, SC. Exhibit F is a listing of the results. Exhibit G is the only John A. Murray listed in Charleston, SC by Whitepages.com. Instead, Exhibit G shows an address of 937 Bowman Rd., Mt. Pleasant, SC 29464. Plaintiff attempted service at that address in August 2013 with no success.
9. I also searched Whitepages.com for the address shown on Exhibit E. That address is associated with Helen T. Skelton, as shown on Exhibit H.
10. I also searched a database available to my office through Westlaw.com. Exhibit I shows the results for John Murray in Charleston, SC. Very few of the results contain the same middle initial. None of the results show 1574 Hidden Bridge Drive.
11. The skip trace results attached to Plaintiff's Motion for Publication were the only results for John Murray in Charleston, SC that included the known addresses for John Murray, including the property address itself.
12. Plaintiff exercised the required due diligence in attempting to serve John A. Murray.
- 13.

FURTHER AFFIANT SAYETH NAUGHT


Stephanie C. Trotter

Sworn before me this
30th day of June, 2014

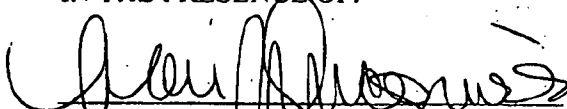

Notary Public for South Carolina
My Commission Expires: 8/24/2021



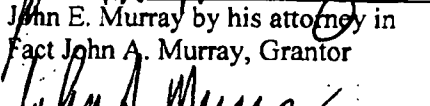
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) TITLE TO REAL ESTATE

RECORD 268

IN WITNESS WHEREOF, the undersigned has executed this Deed on the
20th of October, 2011
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


WITNESS ONE - Marie B. McGuirk


WITNESS TWO - Alyson C. Fudge


John E. Murray by his attorney in
fact John A. Murray, Grantor

Gloria C. Murray by her attorney in
fact John A. Murray, Grantor

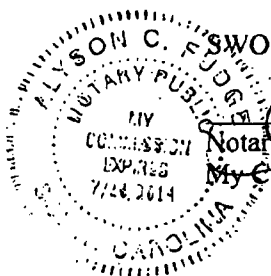
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

)
) PROBATE
)

PERSONALLY appeared before me, John A. Murray attorney in fact for John E. Murray and Gloria C. Murray, GRANTORS, AND witnesses Marie B. McGuirk AND Alyson C. Fudge, and made oath that he/she saw the within named Grantors sign, seal and as their act and deed, deliver the within written deed, and that they witnessed the execution thereof.


WITNESS ONE - Marie B. McGuirk



SWORN to before me this 20th day of October, 2011

Notary Public for South Carolina
My Commission Expires: 7/24/14

STATE OF SOUTH CAROLINA }
 COUNTY OF Charleston }

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by John E. Murray + Gloria C. Murray
to John E. Murray + Gloria C. Murray Family Trust
with John A. Murray as trustee on 10/26/11.

3. Check one of the following: The deed is

- (A) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (B) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
- (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): Exemption 8 (Explanation required)
 (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes ☐ or No ☒ N/A

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

- (A) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
- (B) ☐ The fee is computed on the fair market value of the realty which is _____
- (C) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

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

6. The deed recording fee is computed as follows:

- (A) Place the amount listed in item 4 above here: _____
- (B) Place the amount listed in item 5 above here: _____
- (If no amount is listed, place zero here.)
- (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

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

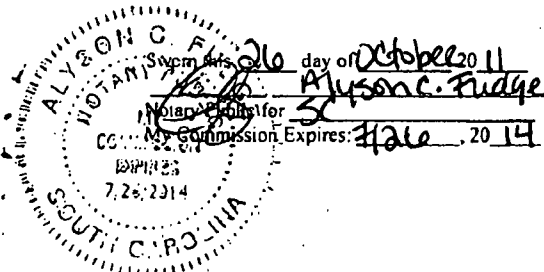
Agent under Durable Power of Attorney for John E. Murray and Gloria C. Murray

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

John A. Murray
 Responsible Person Connected with the Transaction

John A. Murray, Attorney in Fact for
 Print or Type Name Here

John E. Murray + Gloria C. Murray

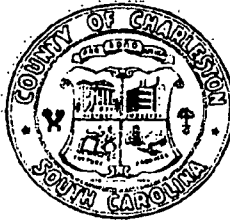


274

RECORD 270

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

COUNTER CUSTOMER
JOHN A MURRAY
1574 HIDDEN BRIDGE DRIVE
MT PLEASANT, SC 29464

MAKER:

MURRAY JOHN E AL

RECIPIENT:

MURRAY JOHN A TR AL

Original Book:

Original Page:

RECEIVED FROM RMC

OCT 28 2011

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

UPDATED

PID VERIFIED BY ASSESSOR

OCT 27 2011

REP

DATE ASTRJB

RECORDED

Date: October 26, 2011

Time: 12:09:37 PM

Book	Page	DocType
0213	942	Deed

Charlie Lybrand, Register
Charleston County, SC

of Pages: 4

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ -
Postage	\$ 0.50
Chattel	\$ -
TOTAL	\$ 10.50

DRAWER	Drawer 1
CLERK	KLH



0213

Book



942

Page



10/26/2011

Recorded Date



4

Pgs



Original Book



Original Page



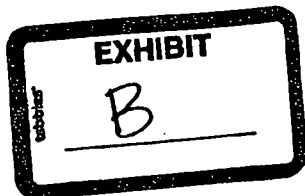
D

Doc Type



12:09:37

Recorded Time



Affidavit of Non-Service

(9) 15521. 71

File No: 015521/00071

State of South Carolina
In the Court: Common Pleas

County of: CHARLESTON
Docket Number: 2013-CP-10-4248

Plaintiff: BELLE HALL PLANTATION HOMEOWNERS ASSOCIATION, INC.

VS

Defendant: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST

Service of Process on: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST

Address of Service: 937 BOWMAN ROAD APT. 261, MT. PLEASANT, SC 29464

Date and Time of Non-Service: 8-9-2013 AT 8:40 AM

Documents: LIS PENDENS, CIVIL ACTION COVERSHEET, SUMMONS AND COMPLAINT

After Due and Diligent search, undersigned was unable to effect service.

CHECKED GIVEN ADDRESS ABOVE, THIS IS THE PALMS OF MT. PLEASANT (A SENIOR LIVING COMMUNITY), MANAGER AT FRONT DESK STATED JOHN A. MURRAY DOES NOT LIVE IN APT 261. SHE CHECKED AND DOES NOT HAVE ANY TENANTS WITH THE LAST NAME MURRAY. SHE ALSO CHECKED THEIR SISTER FACILITY-SAVANNAH GRACE AND THEY DO NOT HAVE ANY TENANTS WITH THE LAST NAME MURRAY.

Process Server: Undersigned declares that the forgoing is true and correct and that the deponent is over the age of 18 and is not a party to nor interested in this action:

Signature of Process Server:

Name of Process Server:

Jodie Adams

Sworn to before me this

9

Day of

August 2013

Notary Public for South Carolina

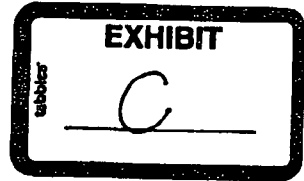
Commission Expiration:

3-5-2014

2013 SEP 19 PM 12:49
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

Affidavit of Non-Service



File No: 015521/00071

State of South Carolina
In the Court: Common Pleas

County of: CHARLESTON
Docket Number: 2013-CP-10-4248

Plaintiff: BELLE HALL PLANTATION HOMEOWNERS ASSOCIATION, INC.

VS

Defendant: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST

Service of Process on: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST

Address of Service: 3100 TRADITION CIRCLE APT. 1144, MT. PLEASANT, SC 29466

Date and Time of Non-Service: 7-27-2013 AT 8:08 AM

Documents: LIS PENDENS, CIVIL ACTION COVERSHEET, SUMMONS AND COMPLAINT

After Due and Diligent search, undersigned was unable to effect service.

THIS IS A GUARDED ASSISTED LIVING APARTMENT COMPLEX, THE APARTMENT COMPLEX MANAGER STATED JOHN A. MURRAY DOES NOT LIVE THERE THAT MS. MARSH LIVES IN APARTMENT 1144. HE CHECKED THE RESIDENT RECORDS FOR THE PAST TWO YEARS AND DID NOT FIND A JOHN MURRAY LIVING THERE.

Process Server: Undersigned declares that the forgoing is true and correct and that the deponent is over the age of 18 and is not a party to nor interested in this action:

Signature of Process Server: _____

Name of Process Server: _____

Craig Adams

Sworn to before me this _____ Day of _____

27 July - 2013

Notary Public for South Carolina

Commission Expiration: 1-29-2023

Affidavit of Non-Service



File No: 015521/00071

State of South Carolina
In the Court: Common Pleas

County of: CHARLESTON
Docket Number: 2013-CP-10-4248

Plaintiff: BELLE HALL PLANTATION HOMEOWNERS ASSOCIATION, INC.
VS
Defendant: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST

Service of Process on: JOHN A. MURRAY, TRUSTEE OF JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST
Address of Service: 378 JARDINERE WALK, MT. PLEASANT, SC 29464
Date and Time of Non-Service: 8-2-2013 AT 7:08 AM

Documents: LIS PENDENS, CIVIL ACTION COVERSHEET, SUMMONS AND COMPLAINT

After Due and Diligent search, undersigned was unable to effect service.

CHECKED PROPERTY ADDRESS ABOVE, RESIDENT (WHITE FEMALE, APPROX. 42 YRS OLD) STATED JOHN A. MURRAY DOES NOT LIVE THERE, THEY RENT THIS HOUSE FROM HIM. THEY DID NOT KNOW HIS ADDRESS, THEY DEPOSIT THE RENT PAYMENT IN AN ACCOUNT, HIS PHONE NUMBER IS 843-316-1266. - *Called this number - A Recording States - number not in service.*

Process Server: Undersigned declares that the forgoing is true and correct and that the deponent is over the age of 18 and is not a party to nor interested in this action:

Signature of Process Server: *Jodie Adams*
Name of Process Server: Jodie Adams

Sworn to before me this 2 Day of August 2013

[Signature]
Notary Public for South Carolina

Commission Expiration: 3-5-2014



BP0380338

PGS:

4



TITLE NOT EXAMINED

STATE OF SOUTH CAROLINA

QUITCLAIM DEED

COUNTY OF CHARLESTON

KNOW ALL MEN BY THESE PRESENTS, that **JOHN A. MURRAY**, as **TRUSTEE OF THE JOHN E. MURRAY AND GLORIA C. MURRAY FAMILY TRUST**, (hereinafter the "Grantor"), for good consideration and for the sum of \$5.00, love and affection, paid by **JOHN A. MURRAY**, (hereinafter the "Grantee"), the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee, all of the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto:

ALL that certain piece, parcel or lot of land, with residential improvements thereon, situate, lying and being in Mount Pleasant, County of Charleston, State of South Carolina, designated as Lot 378 on a plat by Southeastern Surveying, Inc., dated June 28, 1993 entitled "A FINAL SUBDIVISION PLATE OF THE VERANDA, PHASE 1A-1, BELLE HALL PLANTATION, TRACT IV OWNED BY PLANTATION PARTNERS LIMITED PARTNERSHIP LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY SOUTH CAROLINA," said plat being recorded in the RMC Office for Charleston County in Plat Book CN, Page 100. Said property having such size, shape, metes and bounds as is more specifically shown on said Plat which is incorporated herein by reference.

TMS No. 537-07-00-058.

THIS BEING the same property as conveyed unto the Grantor by deed of John E. Murray and Gloria C. Murray, by their attorney in fact, John A. Murray, dated October 26, 2011, and recorded October 26, 2011 in the RMC Office for Charleston County, in Book 0213, at Page 942.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the Grantee hereinabove named, his heirs and assigns forever.

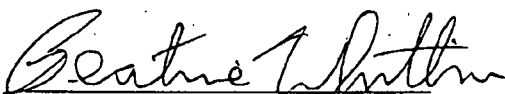
Grantee's address: 1574 Hidden Bridge Drive
Mount Pleasant, SC 29464

279

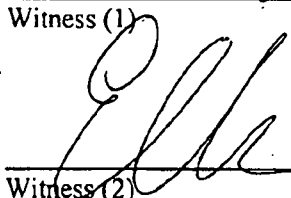
RECORD 275

IN WITNESS the Hand and Seal of The Grantor this 19 day of December, 2013.

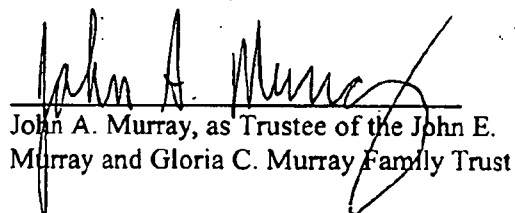
Signed, Sealed and Delivered
In the Presence of:



Witness (1)



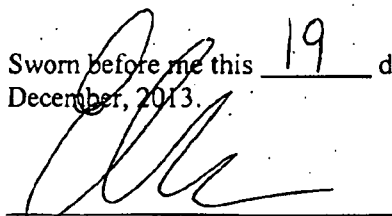
Witness (2)


John A. Murray, as Trustee of the John E.
Murray and Gloria C. Murray Family Trust

State of South Carolina)
)
County of Charleston)

Before me personally appeared the other signed witness and made oath that (s)he saw the
within named Grantor sign, seal, and as her/his act and deed, deliver the within written Quitclaim
Deed; and that (s)he with the other witness witnessed the execution thereof.

Sworn before me this 19 day of
December, 2013.



Notary Public for South Carolina
My Commission Expires: 1-21-2015


Witness (1)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Date of Transfer of Title _____
Closing Date _____

AFFIDAVIT

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

1. I have read the information on this Affidavit and I understand such information.
2. An interest in the property being transferred BY John A. Murray, as Trustee of the John E. Murray and Gloria C. Murray Family Trust TO John A. Murray ON 2-19-13.
3. Check one of the following: The DEED is
 - (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☒ EXEMPT from the deed recording fees because: (Exemption # 9)
Explanation if required: Family transfer/Trust to individual
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) ☐ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) ☐ the amount listed in item 4 above.
 - (b) ☐ the amount listed in item 5 above (no amount place zero).
 - (c) ☐ subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transactions as: I am an attorney.
8. Check if property other than real property is being transferred on this deed.
 - (a) ☐ Mobile Home
 - (b) ☐ Other

9. ☐ DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____, deceased. CASE NUMBER: _____
Personally appeared before me the undersigned attorney, who, being duly sworn, certified that she is licensed to practice law in the State of South Carolina; that she has prepared the Deed of Distribution for the Personal Representative in the Estate of _____, deceased, and that the grantees therein are correct and conform to the estate file for the above named decedent.

10. I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN THIS 19 Day of December, 2013.

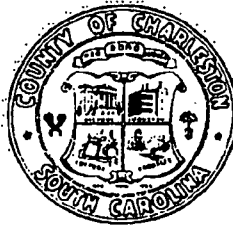
Notary Public for South Carolina
My Commission Expires: 1-21-2015

Beatrice E. Whitten
Grantor, Grantee, or Attorney that prepared this form

Beatrice E. Whitten, Esq.
Print or Type Name

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

BEATRICE WHITTEN
1110 QUEENSBOROUGH BLVD
SUITE A
MT. PLEASANT SC 29464

MAKER:

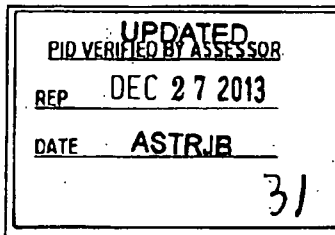
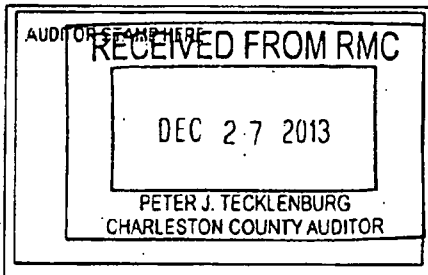
MURRAY JOHN A TR AL

RECIPIENT:

MURRAY JOHN A

Original Book:

Original Page:



RECORDED

Date: December 23, 2013

Time: 8:54:28 AM

Book	Page	DocType
0380	338	Q/Claim

Charlie Lybrand, Register
Charleston County, SC

of Pages: 4

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 10.00

DRAWER Drawer 1
CLERK KLH



0380
Book



338
Page



12/23/2013
Recorded Date



4
Pgs



Original Book



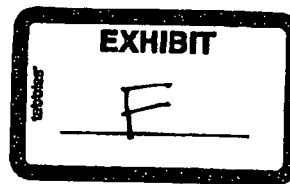
Original Page



D
Doc Type



08:54:28
Recorded Time



John A Murray

Address

Phone

Age: 65+

Lives in: Mount Pleasant SC

Knows: M Peterson, Thelma P Davis, Douglas Gould, B Renken, Georgie I Hyland, Jean Cooper, Genevieve Donner, Richard Cahilo, Sotirios Kontogeorge, Audrey L Peek, Lucy L Mozingo

Lived in: Goose Creek SC, Simpsonville SC, North Charleston SC, Newberry SC, Mount Pleasant SC, Hilton Head Island SC, Walterboro SC, Summerville SC, Randleman NC, Asheboro NC, Greensboro NC

[View Full Profile](#)[View Address & Phone Number](#)

John A Murray

Address

Phone

Age: 55-59

Lives in: Manning SC

Knows: Evelena C Murray

Lived in: Manning SC

[View Full Profile](#)[View Address](#)

John A Murray

Address

Phone

Age: 40-44

Lives in: Columbia SC

Knows: Roger D Vincent, Sharon R Murray, Barbara B Vincent, Angela R Vincent, T Vincent

Lived in: No known previous cities

[View Full Profile](#)[View Address](#)

John A Murray

Address

Phone

Age: 40-44

Lives in: Columbia SC

Knows: Charlie Murray Jr, Abbie J Murray, Sharon R Murray, Tyrone V Murray

Lived in: No known previous cities

[View Full Profile](#)[View Address](#)

Sponsored by Spokeo.com

John Charles Murray

45 years old Charleston, SC [Email](#) | [Phone](#) | [Current Address](#)

[View full details](#)

Sponsored by Spokeo.com

John L Murray

52 years old North Augusta, SC [Email](#) | [Phone](#) | [Current Address](#)

[View full details](#)

John A Murray Sr

Address

Phone

Age: 65+

Lives in: Florence SC

Knows: No known associations

Lived in: Florence SC, Greenville SC, Greenwood SC, Effingham SC, Decatur GA

[View Full Profile](#)[View Address & Phone Number](#)

John A Murray

Address

Phone

Age: 30-34

Lives in: Gilbert SC

Knows: George S Murray, Debbie K Murray, Lynn E Murray

Lived in: No known previous cities

[View Full Profile](#)[View Address & Phone Number](#)

Johnny A Murray SR

283

RECORD 279

Address
Phone
Age: 35-39
Lives in: Kingstree SC
Knows: Vanessa P Murray
Lived in: No known previous cities
View Full ProfileView Address
Johnny A Murray Jr

Address
Phone
Age: 35-39
Lives in: Conway SC
Knows: Tiffany L Murray
Lived in: Kingstree SC
View Full ProfileView Address & Phone Number
Joan A Murray

Address
Phone
Age: Unknown
Lives in: Marietta SC
Knows: No known associations
Lived in: Pickens SC
View Full ProfileView Address
Jayne A Murray

Address
Phone
Age: 50-54
Lives in: Columbia SC
Knows: Kyle Murray
Lived in: Aiken SC, Burlington N.J, West Palm Beach FL, Palmyra N.J
View Full ProfileView Address

Prev

1. 1
2. 2
3. 3
4. 4
5. 5
6. 6
7. 7
8. 8
9. 9
10. 10

Next

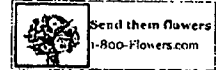
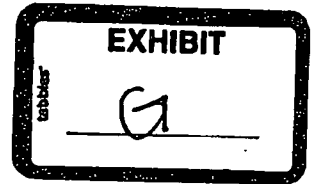
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Advertisement: John Murray's Home Price has Increased! What about Yours?

John A Murray

Age:

65+



Phone numbers

843-884-2498

843-388-9075

Addresses

937 Bowman Rd Mount Pleasant, SC 29464-3336

937 Bowman Rd Apt 362 Mount Pleasant, SC 29464-3229

People John may know

Hardin K Davis

Robert Warner

Carolyn Gabriel

Ruby Jolly

S Gardiner

George L Marshall

Daniel Pasquale

Nancy E Harrington

Eugenia B Valdes

Fredric R Boockfor

Previous locations

Goose Creek, SC

Simpsonville, SC

North Charleston, SC

Randleman, NC

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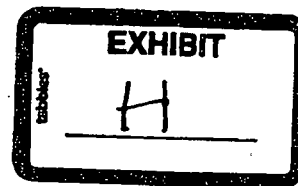
285

RECORD 281



1574 Hidden Bridge Dr
Mount Pleasant, SC 29464

Advertisement Helen Skelton's Home Price has Increased! What about Yours?

**Associated with**

Helen T Skelton 55-59 years old

Map & Neighbors

1574 Hidden Bridge Dr
Helen T Skelton resides here

1
1578 Hidden Bridge Dr
Richard A Brackett

2
1570 Hidden Bridge Dr
Caroline H Huggins

3
1582 Hidden Bridge Dr
Margaret P Crews

4
1566 Hidden Bridge Dr
William Cochran-jr

5
1571 Hidden Bridge Dr
Pualine Mcelhaney

6
1567 Hidden Bridge Dr
Emily B Williams

7
1575 Hidden Bridge Dr
Lori A Humphreys

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286

RECORD 282

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People 180
 Businesses 3
 Records 253

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180

Year of Birth

☒ 1990s 5
☐ 1980s 23
☐ 1970s 33
☐ 1960s 47
☐ 1950s 29
☐ 1940s 29
☐ 1930s 11
☐ 1920s 11
☐ Pre1920s 8

Phone Number

☒ With Phone Number 130

Email

☒ With Email 42

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☒ With Business/Employment Information 13

Household Information

☒ Multi-Person Household 97

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People (180)

1-100

Sort by:

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Relevance

☒ Select all items | No items selected☒ 1. JOHN MURRAY

Update

SSN:

DOB:

Age: 46)

Address:

6125 HOMESTEAD BLVD RM155, CHARLOTTE, NC 28209 |

MECKLENBURG COUNTY

Reported 11/18/2013 - 11/18/2013

2016 STONEY LN APT 71, CHARLOTTE, NC 28210 | MECKLENBURG COUNTY

Reported 06/15/2013 - 06/18/2013

6125 WILKINSON BLVD APT 125, CHARLOTTE, NC 28214-3116 | MECKLENBURG COUNTY

Reported 10/22/2012 - 12/06/2012

Phone Numbers:

704-430-1211

AKAs:

JOHN P MURRAY

JON PATTERSON MURRAY

JOHN MURRAY, SR

Spouse/Close

MARIA

Association:

- Less

Create Report

☒ 2. JOHN MURRAY, JR

Update

SSN:

DOB:

Age: 62)

Address:

3387 ASHLEY PHOSPHATE RD APT 7, NORTH CHARLESTON, SC 29418-

8416 | CHARLESTON COUNTY

Reported 07/24/2012 - 07/09/2013

4995 APPIAN WAY LOT 15, NORTH CHARLESTON, SC 29420-7236 | DORCHESTER COUNTY

Reported 06/21/2012 - 06/21/2012

8012 WATERFORD LAKES DR APT 438, CHARLOTTE, NC 28210-0162 | MECKLENBURG COUNTY

Reported 04/09/2008 - 06/11/2012

Phone Numbers:

843-767-8372

889-2425

AKAs:

MURRAY JOHN

JOHN J MURRAY

JOHN J MURRAY, JR

- Less

Create Report

☒ 3. JOHN MURRAY, JR

Update

SSN:

DOB:

(Age: 62)

Address:

3387 ASHLEY PHOSPHATE RD APT 7, NORTH CHARLESTON, SC 29418-

8416 | CHARLESTON COUNTY

Reported 07/24/2012 - 07/09/2013

4995 APPIAN WAY LOT 15, NORTH CHARLESTON, SC 29420-7236 | DORCHESTER COUNTY

Reported 06/21/2012 - 06/21/2012

8012 WATERFORD LAKES DR APT 438, CHARLOTTE, NC 28210-0162 | MECKLENBURG COUNTY

Reported 04/09/2008 - 06/11/2012

Phone Numbers:

843-767-8372

704-969-9485

AKAs:

MURRAY JOHN

JOHN J MURRAY

JOHN J MURRAY, JR

- Less

Create Report

☒ 4. JOHN S MURRAY

Update

SSN:

DOB:

(Age: 47)

Address:

3106 POINT CLEAR DR, FORT MILL, SC 29708-8544 | YORK COUNTY

Reported 02/29/2008 - 02/18/2014

2119 BON VILLA WAY, FORT MILL, SC 29708-8502 | YORK COUNTY

Reported 07/21/2007 - 01/01/2008

7145 LUTHER PL, FORT MILL, SC 29708-6466 | YORK COUNTY

Reported 12/30/2006 - 06/21/2007

Phone Numbers:

704-496-3138

Create Report

EXHIBIT

I

RECORD 283

770-466-1902
813-707-0378
AKAs: MURRAY S JOHN
JOHN MURRAY, SR
JOHN MURRAY
Spouse/Close ANNETTE
Association: - Less

**5. MR JOHN U MURRAY**[Update](#)

SSN: [REDACTED]
DOB: [REDACTED] (Age: 43)
Address: 11433 FOGGY BANK LN, CHARLOTTE, NC 28214-7149 | MECKLENBURG COUNTY
Reported 01/01/2008 - 11/30/2012
7926 RAINBOW DR, CHARLOTTE, NC 28227-3126 | MECKLENBURG COUNTY
Reported 12/12/2004 - 05/05/2012
7420 PEBBLESTONE DR APT D, CHARLOTTE, NC 28212-0041 | MECKLENBURG COUNTY
Reported 08/07/2002 - 09/01/2004
AKAs: JOHN MURRAY
JOHN M MURRAY
JOHN U HIRS
Spouse/Close SHENAE
Association: - Less

[Create Report](#)**6. JOHN MURRAY**[Update](#)

SSN: [REDACTED]
DOB: [REDACTED] (Age: 73)
Address: 2268 MIDDLE ST, SULLIVAN'S ISLAND, SC 29482-8627 | CHARLESTON COUNTY
Reported 01/01/1989 - 07/31/2012
1390 N N ST, PENSACOLA, FL 32501 | ESCAMBIA COUNTY
Reported 01/01/1984 - 02/29/2012
11 GEORGE ST, CHARLESTON, SC 29401-1669 | CHARLESTON COUNTY, USA
Reported 03/01/2011 - 03/23/2011
Phone Numbers: 850-432-2224
843-853-0201
843-853-9054
AKAs: MR JOHN W MURRAY, 3D
MR JOHN W MURRAY, IV
JACK MURRAY
Spouse/Close SARA
Association: - Less

[Create Report](#)**7. JOHN MURRAY**[Update](#)

SSN: [REDACTED]
DOB: [REDACTED] (Age: 35)
Address: 8960 N RED MAPLE CIR, SUMMERVILLE, SC 29485-9016 | DORCHESTER COUNTY
Reported 07/23/2012 - 11/13/2013
4577 GREAT OAK DR, NORTH CHARLESTON, SC 29418-5002 | CHARLESTON COUNTY
Reported 10/01/2011 - 10/01/2011
355 CLAYTON DR, CHARLESTON, SC 29414-5048 | CHARLESTON COUNTY
Reported 07/22/2005 - 07/22/2005
Phone Numbers: 843-557-7919
843-851-5429
843-729-1325
AKAs: JOHN C MURRAY
MURRAY JOHN, IV
JOHN O MURRAY
Spouse/Close ROSE
Association: - Less

[Create Report](#)**8. JOHNNY P MURRAY, JR**[Update](#)

SSN: [REDACTED]
DOB: [REDACTED] (Age: 47)
Address: 4960 LAMBS RD, NORTH CHARLESTON, SC 29418-3525 | CHARLESTON COUNTY
Reported 02/07/2014 - 04/18/2014
2065 MARSH FLOWER LN, CHARLESTON, SC 29414-6435 | CHARLESTON COUNTY
Reported 01/01/2014 - 01/01/2014
4728 CHISE ST, NORTH CHARLESTON, SC 29418-2910 | DORCHESTER COUNTY
Reported 08/08/2013 - 08/08/2013

[Create Report](#)**RECORD 284**

Phone Numbers: 843-875-4046
843-345-7221
843-767-8372
AKAs: JOHN P MURRY
JOHNNY P MURRAY
JOHNNY MURRAY
Spouse/Close Association: MELISSA
- Less

**9. JOHN D MURRAY**[Update](#)

SSN: [REDACTED] X
DOB: [REDACTED] (Age: 50) [Create Report](#)
Address: 514 MARKET ST, WILMINGTON, NC 28401-4635 | NEW HANOVER COUNTY
Reported 09/01/2013 - 09/01/2013
414 FOREST HILLS DR, WILMINGTON, NC 28403-2231 | NEW HANOVER COUNTY
Reported 07/06/1996 - 01/29/2013
276 EASTWOOD LN SE, LELAND, NC 28451-9581 | BRUNSWICK COUNTY
Reported 01/01/2001 - 09/30/2012
Phone Numbers: 910-762-4135
910-762-2621
910-278-5410
AKAs: MURRAY JOHN
JOHN MURRAY
JOHN DOUGLAS MURRAY
- Less

**10. JOHN MURRAY**[Update](#)

SSN: [REDACTED] X
DOB: [REDACTED] (Age: 48) [Create Report](#)
Address: PO BOX 839, VANCEBORO, NC 28586-0839 | CRAVEN COUNTY
Reported 01/01/2013 - 01/01/2013
307 W CHURCH ST, BENSON, NC 27504-1333 | JOHNSTON COUNTY
Reported 10/11/2004 - 05/21/2012
PO BOX 753, BAILEY, NC 27807-0753 | NASH COUNTY
Reported 03/31/2012 - 03/31/2012
Phone Numbers: 828-692-6557
828-817-9267
405-360-3499
AKAs: JOHN E MURRAY
- Less

**11. JOHN MURRAY**[Update](#)

DOB: [REDACTED] (Age: 42) [Create Report](#)
Address: 11 GEORGE ST APT A, CHARLESTON, SC 29401-1689 | CHARLESTON COUNTY
Reported 01/01/2003 - 11/30/2012
1390 N SPRING ST, PENSACOLA, FL 32501-2611 | ESCAMBIA COUNTY
Reported 01/01/1984 - 02/29/2012
2268 MIDDLE ST, SULLIVANS ISLAND, SC 29482-8627 | CHARLESTON COUNTY
Reported 02/25/2004 - 02/25/2004
Phone Numbers: 850-432-2224
843-853-9054
843-883-9494
AKAs: MR JOHN W MURRAY, 3D
MR JOHN W MURRAY, IV
JOHN W MURRAY, II
- Less

**12. JOHN G MURRAY**[Update](#)

SSN: [REDACTED] X
DOB: [REDACTED] (Age: 77) [Create Report](#)
Address: 1901 HIGHWAY 174, EDISTO ISLAND, SC 29438-6547 | CHARLESTON COUNTY
Reported 07/07/1992 - 02/13/2014
733 KNOTTY PINE RD, CHARLESTON, SC 29412-9125 | CHARLESTON COUNTY
Reported 07/12/2001 - 07/12/2001
1904 HIGHWAY 174, EDISTO ISLAND, SC 29438-6545 | CHARLESTON COUNTY
Reported 01/01/1994 - 11/13/2000
Phone Numbers: 843-869-3067
795-4089
864-269
AKAs: JOHN MURRAY, III

RECORD 285

MR JOHN G MURRAY, 3D
MR JOHN G MURRAY, II
Spouse/Close
Association: ORA
- Less

13. JOHN L MURRAY[Update](#)

SSN: [REDACTED]
DOB: [REDACTED] (Age: 52)
Address: 504 REGENT PL, AUGUSTA, GA 30909-3113 | RICHMOND COUNTY
Reported 01/01/1997 - 02/28/2014
1880, EVANS, GA 30809 | COLUMBIA COUNTY
Reported 03/01/2003 - 11/30/2005
PO BOX 1880, EVANS, GA 30809-1880 | COLUMBIA COUNTY
Reported 03/01/2003 - 11/30/2005
Phone Numbers: 706-738-4816
738-4816
AKAs: MR JOHN L MURRAY, 3D
JOHN L MURRAY, III
MURRAY JOHN, III
- Less

[Create Report](#)**14. MR JOHN B MURRAY, JR**[Update](#)

SSN: [REDACTED]
DOB: [REDACTED] (Age: 68)
Address: 223 FOREST TRL, ISLE OF PALMS, SC 29451-2527 | CHARLESTON
COUNTY
Reported 03/02/2013 - 03/02/2013
233 FOREST TRL, ISLE OF PALMS, SC 29451-2527 | CHARLESTON COUNTY
Reported 01/01/1978 - 11/30/2012
2507 BORREGO DR, DURANGO, CO 81301-5806 | LA PLATA COUNTY
Reported 03/13/2012 - 03/13/2012
Phone Numbers: 843-886-8216
252-464-8127
886-8216
AKAs: JOHN MURRAY, JR
JOHN B MURRAY
JOHN BERNARD, JR
Spouse/Close
Association: JEAN
- Less

[Create Report](#)**15. JOHN E MURRAY, JR**[Update](#)

SSN: [REDACTED]
DOB: [REDACTED] (Age: 58)
Address: 1672 CULPEPPER CIR, CHARLESTON, SC 29407-4226 | CHARLESTON COUNTY
Reported 07/01/2012 - 02/07/2014
329 GOBBLER CIR, GREEN POND, SC 29446-5371 | COLLETON COUNTY
Reported 09/25/2004 - 11/16/2012
1762 CORE PEPPER CIR, CHARLESTON, SC 29407 | CHARLESTON COUNTY
Reported 10/17/2012 - 10/17/2012
Phone Numbers: 843-889-9938
843-786-5972
899-8170
AKAs: JOHN R MURRAY
JOHN E MURRAY
JOHN MURRAY
Spouse/Close
Association: AGNES
- Less

[Create Report](#)**16. JOHN B MURRAY**[Update](#)

SSN: [REDACTED]
DOB: [REDACTED] (Age: 40)
Address: 2507 BORREGO DR, DURANGO, CO 81301-5806 | LA PLATA COUNTY
Reported 01/07/2014 - 01/07/2014
3017 E 4TH AVE, DURANGO, CO 81301-4303 | LA PLATA COUNTY
Reported 11/30/2010 - 11/30/2010
2654 MAYA WAY, MONTROSE, CO 81401-5393 | MONTROSE COUNTY
Reported 08/28/2009 - 05/13/2010
AKAs: JOHN B MURRY
JOHN B MURRAY, III
MR J B MURRAY
290
Spouse/Close
Association: ALYSSA

[Create Report](#)**RECORD 286**

Association: - Less

**17. JOHN MURRAY**[Update](#)

SSN: [REDACTED] X

DOB: [REDACTED] (Age: 57)

[Create Report](#)Address: 3806 MARY ANN POINT RD, JOHNS ISLAND, SC 29455-7643 |
CHARLESTON COUNTY

Reported 09/27/2013 - 09/27/2013

3530 DUNMOVIN DR JOHNS ISLAND SC, JOHNS ISLAND, SC 29455 | CHARLESTON COUNTY

Reported 01/01/1987 - 09/30/2012

129 PIPESTONE DR, SUMMERVILLE, SC 29485-4571 | DORCHESTER COUNTY

Reported 01/04/2010 - 01/04/2010

Phone Numbers: 843-559-2237

843-853-0201

843-557-1701

AKAs: JOHN F MURRY

MR JOHN F MURRAY

JOHN MURRAY;

Spouse/Close KIMBERLY

Association: - Less

**18. JOHN O MURRAY III**[Update](#)

SSN: [REDACTED] X

DOB: [REDACTED] (Age: 87)

[Create Report](#)Address: 355 CLAYTON DR, CHARLESTON, SC 29414-5048 | CHARLESTON
COUNTY

Reported 12/12/2000 - 04/01/2004

111 RIVER BREEZE DR, CHARLESTON, SC 29407-5662 | CHARLESTON COUNTY

Reported 04/14/1993 - 05/08/2001

800 HOPEWELL LN, CHARLESTON, SC 29492-7711 | BERKELEY COUNTY

Reported 01/01/1988 - 12/31/1988

Phone Numbers: 843-766-5972

843-769-4516

766-5972

AKAs: JOHN O MURRAY, III

JOHN MURRAY, III

JOHN O MURRAY

Spouse/Close JANE

Association: - Less

**19. JOHN WARREN MURRAY**[Update](#)

SSN: [REDACTED] X

DOB: [REDACTED] (Age: 56)

[Create Report](#)

Address: 122 ADALIA AVE, TAMPA, FL 33606-3304 | HILLSBOROUGH COUNTY

Reported 04/03/1995 - 04/17/2014

401 E JACKSON ST STE 3300, TAMPA, FL 33602-5228 | HILLSBOROUGH COUNTY

Reported 07/01/2010 - 07/01/2010

132 RUNAWAY BAY DR, VIRGINIA BEACH, VA 23452-8149 | VIRGINIA BEACH CITY COUNTY

Reported 02/06/2006 - 02/06/2006

Phone Numbers: 813-251-8858

813-278-4600

273-0545

AKAs: JOHN MURAY

JOHN MURRAY

MR JOHN W MURRAY

Spouse/Close ANNA

Association: - Less

**20. MR JOHN G MURRAY**[Update](#)

SSN: [REDACTED] X

DOB: [REDACTED] (Age: 53)

[Create Report](#)Address: 4483 SPRING MTN LN, POWDER SPRINGS, GA 30127-8224 | COBB
COUNTY

Reported 01/01/2013 - 10/31/2013

44 DARBYS CROSSING CT, HIRAM, GA 30141-6000 | PAULDING COUNTY

Reported 09/01/2013 - 09/01/2013

45 DARBYS CROSSING CT, HIRAM, GA 30141-6003 | PAULDING COUNTY

Reported 12/18/2012 - 12/18/2012

Phone Numbers: 904-583-1332

904-491-1821

843-245-2109

AKAs: JOHN MURRAY

RECORD 287

JOHN C MURRAY
JOHN G MURRAY
CHARLOTTE
Spouse/Close
Association: - Less

**21. JOHN MURRAY**[Update](#)

SSN: [REDACTED] X
DOB: [REDACTED] (Age: 22)
Address: 3835 REDDIN RD APT 12, NORTH CHARLESTON, SC 29405-7148 |
CHARLESTON COUNTY
Reported 02/03/2014 - 02/03/2014
3835 SAINT JOHNS AVE APT 12, NORTH CHARLESTON, SC 29405-7129 | CHARLESTON
COUNTY
Reported 08/18/2012 - 07/01/2013
4835 ST JOHNS APT 12, NORTH CHARLESTON, SC 29405 | CHARLESTON COUNTY
Reported 01/03/2013 - 01/03/2013
Phone Numbers: 843-747-4394
AKAs: JOHN P MURRAY
- Less

Create Report

**22. MR JOHN C MURRAY**[Update](#)

SSN: [REDACTED] X
DOB: [REDACTED] (Age: 45)
Address: 1724 ASHLEY RIVER RD, CHARLESTON, SC 29407-5904 | CHARLESTON
COUNTY
Reported 08/16/1991 - 11/18/2013
7 BUCKINGHAM DR, CHARLESTON, SC 29407-3421 | CHARLESTON COUNTY
Reported 04/08/2004 - 11/02/2012
19 BAINBRIDGE DR, CHARLESTON, SC 29407-4240 | CHARLESTON COUNTY
Reported 08/02/2012 - 08/02/2012
Phone Numbers: 571-0888
AKAs: JOHN MURRAY
JOHN CHARLES MURRAY
- Less

Create Report

**23. MR JOHN P MURRAY**[Update](#)

SSN: [REDACTED] X
DOB: [REDACTED] (Age: 46)
Address: 1882 MASSILLON RD, AKRON, OH 44312-4209 | SUMMIT COUNTY
Reported 12/02/2013 - 12/02/2013
1248 135 MAIN ST, CUYAHOGA FALLS, OH 44221 | SUMMIT COUNTY
Reported 12/06/2011 - 12/06/2011
4808 PEARL RD, CLEVELAND, OH 44109-5144 | CUYAHOGA COUNTY
Reported 12/06/2011 - 12/06/2011
Phone Numbers: 733-4361
AKAs: P MURRAY JOHN
JOHN MURRAY
P MUR JOHN
Spouse/Close
Association: SANDRA
- Less

Create Report

**24. JOHN E MURRAY, III**[Update](#)

SSN: [REDACTED] X
DOB: [REDACTED] (Age: 64)
Address: 704 THAMES ST, NEWPORT, RI 02840-6735 | NEWPORT COUNTY
Reported 05/01/1987 - 12/20/2013
1527 C OF C COMPLEX, CHARLESTON, SC 29424-1515 | CHARLESTON COUNTY
Reported 10/21/1998 - 10/21/1998
Phone Numbers: 401-846-4731
846-4731
AKAs: JOHN MURRAY, III
JOHNEDWAR NULL MURRAY
J E MURRAY, III
Spouse/Close
Association: COLLEEN
- Less

Create Report

**25. JOHN MURRAY, JR**[Update](#)

SSN: [REDACTED] X
DOB: [REDACTED] (Age: 66)
DOD: 05/18/2006
Address: 7729 LOOK DR, NORTH CHARLESTON, SC 29418-3267 | CHARLESTON COUNTY
Reported 04/07/1991 - 08/03/2006

Create Report

RECORD 288

1623 JUNIPER ST, CHARLESTON, SC 29407-5810 | CHARLESTON COUNTY

Reported 11/13/2000 - 11/13/2000

5401 ANN ST, NORTH CHARLESTON, SC 29418-5578 | CHARLESTON COUNTY

Reported 01/01/1996 - 12/31/1996

Phone Numbers:

552-5108

AKAs:

JOHN J MURRAY, JR

JOHN J MURRAY

JOHN T MURRAY

- Less

**26. MR JOHN C MURRAY**

SSN: [REDACTED]

Create Report

DOB: [REDACTED]

(Age: 51)

Address:

1109 MARSH HARBOR LN, CHARLESTON, SC 29492-8050 | BERKELEY COUNTY

Reported 01/01/2009 - 12/31/2010

130 RIVER LANDING DR UNIT 3112, DANIEL ISLAND, SC 29492-7405 | BERKELEY COUNTY

Reported 07/01/2010 - 07/01/2010

714 NORA LN, MOUNT PLEASANT, SC 29464-4934 | CHARLESTON COUNTY

Reported 01/24/2006 - 05/01/2009

Phone Numbers:

843-216-2677

843-722-6646

843-388-5892

AKAs:

JOHN MURRAY

- Less

**27. DR JOHN G MURRAY, JR**

SSN: [REDACTED]

Create Report

DOB: [REDACTED]

(Age: 83)

DOD:

06/01/2009

Address:

4450 OLD HAMILTON MILL RD, BUFORD, GA 30518-8813 | GWINNETT COUNTY

Reported 02/06/2009 - 02/06/2009

773 PALMETTO ST, SPARTANBURG, SC 29302-2174 | SPARTANBURG COUNTY

Reported 09/15/1998 - 10/14/2004

211 S CARLEILA LAKE WAY, SPARTANBURG, SC 29307-2630 | SPARTANBURG COUNTY

Reported 07/08/2000 - 09/14/2004

Phone Numbers:

864-260-9910

766-6459

AKAs:

JOHN MURRAY, JR

JOHN G MURRY, JR

JOHN G MURRAY

Spouse/Close

M

Association:

- Less

**28. JOHN T MURRAY**

SSN: [REDACTED]

Create Report

DOB: [REDACTED]

(Age: 63)

Address:

PO BOX 12, EARLYBRANCH, SC 29916-0012 | HAMPTON COUNTY

Reported 11/09/2009 - 03/26/2014

332 BRYANT RD, REEVESVILLE, SC 29471-4527 | DORCHESTER COUNTY

Reported 08/23/2010 - 12/12/2013

PO BOX 12, REEVESVILLE, SC 29471-0012 | DORCHESTER COUNTY

Reported 01/08/2012 - 12/12/2012

AKAs:

MR JOHN MURRAY

JOHN THOMAS MURRAY

- Less

**29. JOHN MURRAY**

Address:

2065 MARSH FLOWER LN, CHARLESTON, SC 29414-6435 |

Create Report

CHARLESTON COUNTY

Reported 01/01/2014 - 01/01/2014

4960 LAMBS RD, NORTH CHARLESTON, SC 29418-3525 | CHARLESTON COUNTY

Reported 01/01/2014 - 01/01/2014

314 ANADALE CT, NORTH CHARLESTON, SC 29418-3026 | DORCHESTER COUNTY

Reported 02/06/2012 - 02/06/2012

Phone Numbers:

843-767-8372

843-767-8057

843-875-4046

AKAs:

MURRAY, JOHN P

MURRAY, JOHNNY

MURRAY, JOHN PATRICK

- Less

293**RECORD 289**

30. JOHN MURRAY Create Report
 SSN: [REDACTED]
 DOB: [REDACTED] (Age: 22)
 Address: 869 TRIPE ST, CHARLESTON, SC 29407-6147 | CHARLESTON COUNTY
 Reported 07/22/2013 - 07/22/2013
 - Less

31. JOHN O MURRAY, JR Create Report
 SSN: [REDACTED]
 DOB: [REDACTED] (Age: 84)
 Address: 1111 PAULINE AVE, CHARLESTON, SC 29412-4027 | CHARLESTON COUNTY
 Reported 05/07/2008 - 06/25/2008
 7447 US HIGHWAY 98, FAIRHOPE, AL 36532-5816 | BALDWIN COUNTY
 Reported 06/19/1989 - 12/11/2004
 1444 VIA VISTA, SAN MATEO, CA 94404-2414 | SAN MATEO COUNTY
 Reported 06/01/2002 - 06/01/2002
 Phone Numbers: 843-795-4152
 928-6614
 AKAs: JOHN O. MURRAY
 MURRAY, JOHN OWEN
 - Less

32. JOHN MURRAY Create Report
 Address: 314 ANADALE CT, NORTH CHARLESTON, SC 29418-3026 |
 DORCHESTER COUNTY
 Reported 02/06/2012 - 02/06/2012
 5287 WATERVIEW DR, NORTH CHARLESTON, SC 29418-5724 | CHARLESTON COUNTY
 Reported 01/01/2012 - 01/01/2012
 113 BOTANY BAY BLVD, NORTH CHARLESTON, SC 29418-3003 | DORCHESTER COUNTY
 Reported 04/01/2011 - 04/01/2011
 Phone Numbers: 843-767-8057
 843-767-8372
 843-875-0139
 AKAs: MURRAY, JOHNNY
 MURRAY, JOHN PATRICK
 MURRAY, JOHN P
 - Less

33. MR JOHN MURRAY Create Report
 DOB: [REDACTED]
 Address: 3835 SAINT JOHNS AVE APT 12, NORTH CHARLESTON, SC 29405-7129 |
 CHARLESTON COUNTY
 Reported 01/01/2012 - 02/28/2013
 4835 SAINT JOHNS AVE, NORTH CHARLESTON, SC 29405 | CHARLESTON COUNTY
 Reported 01/01/2013 - 01/16/2013
 3835 SAINT JOHNS AVE, NORTH CHARLESTON, SC 29405-7129 | CHARLESTON COUNTY
 Reported 01/01/2012 - 11/30/2012
 Phone Numbers: 843-747-4394
 - Less

34. JOHN MURRAY Create Report
 DOB: 1911 (Age: 103)
 Address: 8268 TIMBERIDGE CT, NORTH CHARLESTON, SC 29420-8571 |
 DORCHESTER COUNTY
 Reported 08/01/2002 - 08/01/2002
 - Less

35. JOHN C MURRAY Create Report
 SSN: [REDACTED]
 DOB: [REDACTED] (Age: 65)
 Address: 114 ROBIN CT, SUMMERVILLE, SC 29485-7411 | DORCHESTER COUNTY
 Reported 04/22/1997 - 08/31/2011
 2924, SUMMERVILLE, SC 29484 | DORCHESTER COUNTY
 Reported 07/15/1997 - 05/12/2005
 PO BOX 2924, SUMMERVILLE, SC 29484-2924 | DORCHESTER COUNTY
 Reported 07/15/1997 - 05/12/2005
 Phone Numbers: 843-871-5499
 871-5499
 AKAs: JOHN MURRAY
 Spouse/Close Association: SHIRLEY
294
 - Less

RECORD 290

**36. JOHN MURRAY**

SSN: [REDACTED] X
 DOB: [REDACTED] (Age: 52)
 Address: 5801 BEATTYVILLE RD, JACKSON, KY 41339-9139 | BREATHITT COUNTY
Reported 10/22/2013 - 10/22/2013
 420 ANAMOSA ST, RAPID CITY, SD 57701-0958 | PENNINGTON COUNTY
Reported 10/11/1999 - 11/22/2005
 4 SHORT CT, GOOSE CREEK, SC 29445-4222 | BERKELEY COUNTY
Reported 07/04/1994 - 12/11/2001

Phone Numbers: 795-0006
 355-4572

AKAs: MR JOHN G MURRAY
 DAVIS, JOHN B

Spouse/Close Association: M
 - Less

[Create Report](#)**37. JOHN D MURRAY**

SSN: [REDACTED] X
 DOB: [REDACTED] (Age: 81)
 DOD: 12/08/2001
 Address: 5951 COLONIAL DR, MARGATE, FL 33063-5661 | BROWARD COUNTY
Reported 04/04/2005 - 04/04/2005
 2100 SAVANNAH HWY, CHARLESTON, SC 29414-5300 | CHARLESTON COUNTY
Reported 03/23/2001 - 11/16/2001
 101 4061 NW 9 AVE APT, POMPANO BEACH, FL 33064 | BROWARD COUNTY
Reported 08/31/2001 - 08/31/2001

Phone Numbers: 946-7619

AKAs: JOHN MURRAY
 JACK D MURRAY

Spouse/Close Association: MARGARET
 - Less

[Create Report](#)**38. JOHN C MURRAY**

Address: 1878 SOMERSET CIR, CHARLESTON, SC 29407-3750 | CHARLESTON COUNTY
Reported 10/15/2005 - 10/15/2005
 1724 ASHLEY RIVER RD, CHARLESTON, SC 29407-5904 | CHARLESTON COUNTY
Reported 02/25/2004 - 02/25/2004

Phone Numbers: 843-766-6724

AKAs: MURRAY, JOHN
 - Less

[Create Report](#)**39. MURRAY, ERNEST JOHN**

DOB: [REDACTED] (Age: 51)
 Address: 210 EQUINOX CIR, LADSON, SC 29456-5291 | DORCHESTER COUNTY
Reported 03/11/2013 - 03/11/2013
 5120 THORNTON DR, SUMMERVILLE, SC 29485-8896 | DORCHESTER COUNTY
Reported 01/30/2006 - 01/30/2006
 4501 HARBOUR LAKE DR APT 2J, GOOSE CREEK, SC 29445-5920 | BERKELEY COUNTY
Reported 02/25/2004 - 02/25/2004

Phone Numbers: 843-824-2342
 843-824-0019

AKAs: MURRAY, ERNEST J
 ERNEST J MURRAYJR
 MURRAY, ERNEST
 - Less

[Create Report](#)**40. MR JONATHAN H MURRAY**

SSN: [REDACTED] X
 DOB: [REDACTED] (Age: 31)
 Address: 3518 MONTGROVE CT, CHARLESTON, SC 29414-7557 | CHARLESTON COUNTY
Reported 01/01/2009 - 05/31/2013
 304 1/2 S EDISTO AVE, COLUMBIA, SC 29205-3308 | RICHLAND COUNTY
Reported 04/03/2011 - 11/10/2011
 14 HOWE ST, GREENVILLE, SC 29601-3520 | GREENVILLE COUNTY
Reported 05/28/2009 - 01/05/2011

Phone Numbers: 864-373-9786
 803-798-2918
 803-731-5618

AKAs: MR JOHN MURRAY
 JONATHAN MURRAY

- Less

[Create Report](#)**RECORD 291**

- 41. JOHN B MURRAY, RD**
SSN: [REDACTED]
DOB: [REDACTED] (Age: 68)
Address: 233 FOREST TRL, ISLE OF PALMS, SC 29451-2527 | CHARLESTON COUNTY
Reported 01/01/1978 - 11/30/2012
208 E FOX CT, SILVERTHORNE, CO 80498-9210 | SUMMIT COUNTY
Reported 02/10/2011 - 02/10/2011
51 RADCLIFFE STAPT B, CHARLESTON, SC 29403-6599 | CHARLESTON COUNTY
Reported 09/01/1994 - 09/01/1994
Phone Numbers: 843-886-8216
AKAs: MR JOHN B MURRAY, JR
MURRAY, JOHN
MURRAY, JOHN B
- Less
Create Report
- 42. JOHN MURRAY**
Address: 1052 MEADER LN, MOUNT PLEASANT, SC 29464-3507 | CHARLESTON COUNTY
Reported 11/16/2013 - 11/16/2013
2 BISHOP GADSDEN WAY UNIT 1027, CHARLESTON, SC 29412-3566 | CHARLESTON COUNTY
Reported 01/18/2013 - 01/18/2013
2 BISHOP GADSDEN WAY UNIT 1062, CHARLESTON, SC 29412-3580 | CHARLESTON COUNTY
Reported 05/18/2012 - 05/18/2012
Phone Numbers: 843-884-4757
AKAs: JOHN P MURRY
- Less
Create Report
- 43. JOHN L MURRAY**
Address: 1441 BRIAN RD, CHARLESTON, SC 29407-5317 | CHARLESTON COUNTY
- Less
Create Report
- 44. JOHN J MURRAY**
DOB: [REDACTED] (Age: 109)
Address: 33 BROUGHTON RD, CHARLESTON, SC 29407-7503 | CHARLESTON COUNTY
Reported 01/01/1992 - 12/31/1992
- Less
Create Report
- 45. JOHN A MURRAY**
DOB: [REDACTED] (Age: 57)
Address: 6710 DORCHESTER RD, NORTH CHARLESTON, SC 29418-3721 | CHARLESTON COUNTY
- Less
Create Report
- 46. JOHN L MURRAY**
Address: 1441 BRIAN RD, CHARLESTON, SC 29407-5317 | CHARLESTON COUNTY
- Less
Create Report
- 47. JOHN A MURRAY**
SSN: [REDACTED]
DOB: [REDACTED] (Age: 98)
Address: 5222 BRADDOCK AVE, NORTH CHARLESTON, SC 29405-4174 | CHARLESTON COUNTY
Reported 01/01/1986 - 12/31/1986
- Less
Create Report
- 48. JOHN MURRAY, JR**
Address: 3835 SAINT JOHNS AVE APT 12, NORTH CHARLESTON, SC 29405-7129 | CHARLESTON COUNTY
Reported 07/01/2011 - 07/01/2011
Phone Numbers: 843-747-4394
- Less
Create Report
- 49. JOHN J MURRAY**
DOB: [REDACTED] (Age: 87)
Address: RR 1 BOX 24, CHARLESTON, SC 29492 | BERKELEY COUNTY
- Less
Create Report
- 50. JOHN T MURRAY**
DOB: 01/01/1977 (Age: 37)
Address: 542 [REDACTED] ST, NORTH CHARLESTON, SC 29418-5578 | CHARLESTON COUNTY
- Less
Create Report

RECORD 292

Phone Numbers: 843-767-1779

- Less

**51. JOHN W MURRAY**

SSN: [REDACTED]

Create Report

DOD: [REDACTED]

Address:

2613 S OAKRIDGE CIR, NORTH CHARLESTON, SC 29420-4221 | CHARLESTON COUNTY

Reported 01/01/1987 - 12/31/1987

- Less

**52. JOHN J MURRAY**

DOB: [REDACTED]

(Age: 109)

Create Report

Address:

33 BROUGHTON RD, CHARLESTON, SC 29407-7503 | CHARLESTON
COUNTY

Reported 01/01/1992 - 12/31/1992

- Less

**53. JOHN T MURRAY**

DOB: [REDACTED]

(Age: 37)

Create Report

Address:

PO BOX 71334, NORTH CHARLESTON, SC 29415-1334 | CHARLESTON
COUNTY

Reported 07/13/2001 - 07/13/2001

- Less

**54. JOHN O MURRAY**

DOB: 1 [REDACTED]

(Age: 64)

Create Report

Address:

111 RIVER BREEZE DR, CHARLESTON, SC 29407-5662 | CHARLESTON
COUNTY

Phone Numbers: 843-769-4516

- Less

**55. JOHN J MURRAY**

DOB: [REDACTED]

(Age: 57)

Create Report

Address:

6710 DORCHESTER RD, NORTH CHARLESTON, SC 29418-3721 |
CHARLESTON COUNTY

- Less

**56. JOHN R MURRAY**

DOB: 0 [REDACTED]

(Age: 37)

Create Report

Address:

8332 PLANTERS KNLS, NORTH CHARLESTON, SC 29420-8576 |
DORCHESTER COUNTY

- Less

**57. JOHN W MURRAY**

DOB: 1 [REDACTED]

(Age: 75)

Create Report

Address:

755 LONGBRANCH DR, CHARLESTON, SC 29414-5468 | CHARLESTON
COUNTY

- Less

**58. JOHN J MURRAY**

DOB: [REDACTED]

(Age: 51)

Create Report

Address:

196 TRADD ST, CHARLESTON, SC 29401-1800 | CHARLESTON COUNTY

Reported 07/13/2001 - 07/13/2001

- Less

**59. JOHN W MURRAY**

SSN: [REDACTED] X

Create Report

DOB: [REDACTED]

(Age: 56)

DOD:

03/24/1988

Address:

NORTH CHARLESTON, SC 29418 | CHARLESTON COUNTY

- Less

**60. JOHN A MURRAY**

DOB: [REDACTED]

(Age: 98)

Create Report

Address:

5222 BRADDOCK AVE, NORTH CHARLESTON, SC 29405-4174 |
CHARLESTON COUNTY

- Less

**61. JOHN L MURRAY**

DOB: 07 [REDACTED]

(Age: 50)

Create Report

Address:

221 CONGRESS ST, CHARLESTON, SC 29403-4337 | CHARLESTON

RECORD 293