

HOWELL V. BELLAMY, JR.
EDWARD B. BOWERS, JR.*
BRADLEY D. KING
M. EDWIN HINDS, JR.
DAVID J. GUNDLING+ **
DAVID B. MILLER+
C. WINFIELD JOHNSON, III
DOUGLAS M. ZAYICEK
MARTIN C. DAWSEY*
ROBERT S. SHELTON+

* LLM TAXATION
** LICENSED IN SC & NC
+ CERTIFIED MEDIATOR
** CERTIFIED ARBITRATOR



THE BELLAMY
LAW FIRM

OFFICES IN MYRTLE BEACH & PAWLEYS ISLAND

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HOWELL V. BELLAMY, III
ASHLEY P. MORRISON
GEORGE W. REDMAN, III+ ** **
BENJAMIN A. BAROODY+ **
PHILLIP H. ALBERGOTTI* **
HAYES K. STANTON+ **
KARA J. KEITH **
HOLLY M. LUSK
LAUREN BREARLEY BENTON
JON CRAIG HOWELL, JR.

RETIRED:
JOHN K. RUTENBERG (1939-2012)
JOHN E. COPELAND
CLAUDE M. EPPS, JR.
DAVID R. GRAVELY
JILL F. GRIFFITH

1000 29TH AVENUE NORTH • P.O. BOX 357 • MYRTLE BEACH, SC 29578
TELEPHONE (843) 448-2400 • FACSIMILE (843) 448-3022

March 2, 2018

Ms. Candice A. Simmons
1045 Mistletoe Court
Myrtle Beach, SC 29579

Pinnacle Financial Partners, Inc.
H. Lee Whiteside, Jr.
Vice President
3751 Grissom Parkway, Ste. 100
Myrtle Beach, SC 29577

Village of Dreams Homeowners
Association, Inc.
Carla M. Schuessler, Registered Agent
165 Co-Op Road
Myrtle Beach, SC 29588

RECEIVED
MAR 27 2018
SC Court of Appeals

Re: Habitat for Humanity of Horry County, Inc. v. Candice A. Simmons, et al.
Civil Action No. 2017-CP-26-05357
Our File No. 11105-92568-27

Ladies/Gentleman:

Enclosed please find a copy of the following proposed documents which have been submitted to the Court on behalf of Plaintiff for its consideration:

1. Special Referee's Report and Judgment of Foreclosure and Sale;
2. SCRCF Form 4C; and
3. Notice of Sale.

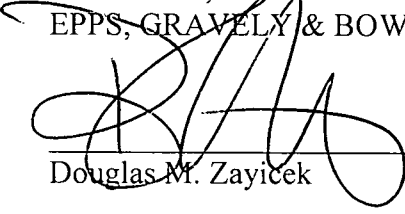
March 2, 2018

Page 2

Also enclosed, please find a clocked copy of Record of Foreclosure Hearing, along with a copy of a Certificate of Mailing, which I serve upon you this date.

Sincerely,

BELLAMY, RUTENBERG, COPELAND,
EPPS, GRAVELY & BOWERS, P.A.



Douglas M. Zayicek

DMZ/sam

Enclosures

cc: Habitat for Humanity of Horry County, Inc. (w/encl) – Via E-Mail

COUNTY OF Horry

Candice Simmons

Plaintiff(s)

vs.

Habitat for Humanity of Horry County, Inc.

Defendant(s)

Submitted By: Candice Simmons

Address: 1045 Mistletoe Court, Myrtle Beach, SC 29579

CIVIL ACTION COVERSHEET

2017-CP - 26- 05357

RECEIVED

MAR 27 2018

SC Court of Appeals

SC Bar #:

Telephone #:

843-602-3307

Fax #:

Other:

E-mail:

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: Reinstate 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 Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Other (799)
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 Comm. (990), Employment Security Comm (991), Other (999)
Special/Complex /Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Sexual Predator (510)
Master-In-Equity

2018 MAR 23 PM 2:40
RECEIVED
CLERK OF COURT
HORRY COUNTY, SC

Submitting Party Signature:

[Handwritten Signature]

Date: 3-23-2018

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

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.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2017-CP-26-05357

Habitat for Humanity of Horry County, Inc.,)
)
Plaintiff,)

vs.)

Candice A. Simmons; Waccamaw)
Regional Council of Governments d/b/a)
Waccamaw Home Consortium; Village of)
Dreams Homeowners Association, Inc.; SC)
Housing Corp.; and Bank of North Carolina,)
)
Defendants.)

RECEIVED
MAR 27 2018
SC Court of Appeals

RECORD OF FORECLOSURE HEARING

BEFORE THE SPECIAL REFEREE, HONORABLE RALPH P. STROMAN: Douglas M. Zayicek, attorney for the Plaintiff Habitat for Humanity of Horry County, Inc. calls attention to the filing of the original Affidavit Authorizing Testimony of Carla M. Schuessler, Executive Director of Plaintiff.

I offer a copy of the Affidavit Authorizing Testimony in evidence.

(Affidavit Authorizing Testimony identified, offered and accepted as Exhibit "A" without objection).

ALSO calls attention to the filing of the original Lis Pendens, Summons & Notices and Complaint in the Office of the Clerk of Court for Horry County on August 23, 2017;

ALSO calls attention to the filing of the original Notice Regarding Inapplicability of HMP and Foreclosure Intervention Pursuant to S.C. Supreme Court Order No. 2009-05-22-01

and Order No. 2011-05-02-01 in the Office of the Clerk of Court for Horry County, on August 23, 2017;

ALSO calls attention to the Affidavits of Service showing service of a copy of the Notice Regarding Inapplicability of HMP and Foreclosure Intervention Pursuant to S.C. Supreme Court Order No. 2009-05-22-01 and Order No. 2011-05-02-01, Certificate of Exemption From ADR, Lis Pendens, Summons & Notices, Complaint and Notice Required by the Fair Debt Collection Practices Act upon each of the following Defendants as follows:

1. Candice A. Simmons, served September 18, 2017, by Acceptance of Service filed herein;
2. Waccamaw Regional Council of Governments d/b/a Waccamaw Home Consortium, served August 19, 2017, by Affidavit of Service of W.M. Tisdale, Jr., Process Server, of Serve-One of SC, LLC of Greenville, South Carolina, filed herein;
3. Village of Dreams Homeowners Association, Inc., served August 24, 2017, by Acceptance of Service filed herein;
4. SC Housing Corp., served August 24, 2017, by Affidavit of Service of Ronald J. Onyon, Process Server, of Serve-One of SC, LLC of Greenville, South Carolina, filed herein; and
5. Bank of North Carolina, served August 24, 2017, by Acceptance of Service filed herein.

ALSO calls attention to the filing of the original Answer of Defendant SC Housing Corp. by Guyton Murrell, Esquire, its attorney, in the Office of the Clerk of Court for Horry County on September 5, 2017;

ALSO calls attention to the filing of the original Answer of Defendant Waccamaw Regional Council of Governments d/b/a Waccamaw Home Consortium by James K. Gilliam,

Esquire, its attorney, in the Office of the Clerk of Court for Horry County on September 20, 2017;

ALSO calls attention to the filing of the original Affidavit of Default as to Defendant Candice A. Simmons in the Office of the Clerk of Court for Horry County on October 25, 2017;

ALSO calls attention to the filing of the original Order of Reference in the Office of the Clerk of Court for Horry County, on October 27, 2017; and

ALSO calls attention to the service of notice of the foreclosure hearing by letter to Defendants dated January 5, 2018, and notice to Defendants of intent to offer written testimony pursuant to South Carolina Code §14-11-110;

I offer a copy of the notice of foreclosure hearing dated January 5, 2018, in evidence.

(Notice of foreclosure hearing dated January 5, 2018, identified, offered and accepted as Exhibit "B" without objection).

WHEREUPON, Douglas M. Zayicek, being duly sworn, testified as follows:

1. I am the attorney for the Plaintiff Habitat for Humanity of Horry County, Inc. ("Plaintiff") in this action. From the original records in my possession and from examination of the records of the Office of the Clerk of Court/Register of Deeds, I find that on or about June 23, 2008, the Defendant, Candice A. Simmons ("Borrower,") made, executed and delivered unto Plaintiff, Habitat for Humanity of Horry County, Inc., certain promissory notes in the principal sums of Seventy-four Thousand and 00/100 (\$74,000.00) Dollars ("Note 1") and Thirty-four Thousand and 00/100 (\$34,000.00) Dollars ("Note 2,") respectively, payable in monthly installments.

I offer a copy of Notes 1 and 2 in evidence.

(Notes 1 and 2 identified, offered and accepted as Exhibit "C" and Exhibit "D", respectively, without objection).

2. I call attention to the provisions in Notes 1 and 2 with reference to default. I also call attention to the provisions in Notes 1 and 2 with reference to payment of costs and attorney's fees.
3. In order to secure the payment of Notes 1 and 2, according to the terms and conditions thereof, Borrower made, executed and delivered unto Plaintiff, Habitat for Humanity of Horry County, Inc., the following Mortgages covering the real property which is more fully described in the Lis Pendens ("Mortgaged Premises"):
 - a. Mortgage dated June, 23, 2008 and recorded on July 1, 2008 in the Office of the Register of Deeds for Horry County, South Carolina, in Mortgage Book 5088 at Page 1292 ("Mortgage 1"); and
 - b. Mortgage dated June 23, 2008 and recorded on July 1, 2008 in the Office of the Register of Deeds for Horry County, South Carolina, in Mortgage Book 5088 at Page 1307 ("Mortgage 2").

I offer a copy of Mortgages 1 and 2 in evidence.

(Mortgages 1 and 2 identified, offered and accepted as Exhibit "E" and Exhibit "F", respectively, without objection).

4. Notes 1 and 2 are collectively hereinafter referred to as "Notes" and Mortgages 1 and 2 are collectively hereinafter referred to as "Mortgages."

5. The Mortgages evidence and secure the repayment of money advanced by Plaintiff to or on behalf of the Borrower and constitute liens on the Mortgaged Premises.
6. Pursuant to S.C. Code Ann §37-3-105, the Mortgage liens of Plaintiff are liens on real estate and are not “consumer loans” under the S.C. Consumer Protection Code.
7. Any notice required by the terms of the Mortgages or by state or federal law has been given to the applicable Defendant(s) prior to the commencement of this action.
8. Upon examination of the records in said Clerk of Court/Register of Deeds offices, it appears the following Defendants may claim some interest in or lien upon the Mortgaged Premises by virtue of the following, and any other liens they may have, whether listed below or not:
 - a. Waccamaw Regional Council of Governments d/b/a Waccamaw Home Consortium by virtue of a Mortgage dated June, 23, 2008 and recorded on July 1, 2008 in the Office of the Register of Deeds for Horry County, South Carolina, in Mortgage Book 5088 at Page 1297;
 - b. SC Housing Corp. by virtue of a Mortgage recorded on January 16, 2015, in Mortgage Book 5649 at Page 343;
 - c. Bank of North Carolina by virtue of a Collateral Assignment of Notes and Mortgages filed on November 22, 2011 in Mortgage Book 5362 at Page 1692; and
 - d. Village of Dreams Homeowners Association, Inc., by virtue of possible unpaid homeowners dues and/or assessments.

However, all the liens or interests of all Defendants, whether listed above or not, are junior, subsequent and subordinate to the liens of Plaintiff's Mortgages or have been paid in full and either should be satisfied of record or the liens released from the Mortgaged Premises.

9. Plaintiff has searched the public records of Horry County, and asserts that there are no other liens against the Borrower, or the Mortgaged Premises through the filing date of the Lis Pendens.
10. I also call attention to the Statement of Account of Carla M. Schuessler, Executive Director of Plaintiff, indicating that monthly installments and other affirmative obligations as provided for in said Notes and Mortgages were not paid or met in accordance with the terms and conditions thereof, and therefore, the Notes and Mortgages were in default; and as a result thereof, the Plaintiff has elected to declare the entire amounts immediately due and payable.
11. There was due and owing on the Notes and Mortgages as of January 18, 2018, the following amounts, with continuing interest at the rate of Zero (\$.00) Dollars per day (0% per annum) for each day after January 18, 2018, as itemized on

Paragraph 5 of the Statement of Account (excluding attorney's fees and costs):

Note 1:	\$51,134.00
Note 2:	\$18,700.00
Escrow:	<u>\$ 187.00</u>
Total	\$70,021.00

I offer the original Statement of Account in evidence.

(Statement of Account identified, offered and accepted as Exhibit "G" without objection).

12. I also call attention to the Affidavit of Attorney's Fees of Douglas M. Zayicek, attorney for Plaintiff, in the amount of Six Thousand Three Hundred Twenty and 30/100 (\$6,320.30) Dollars.

I offer the original Affidavit of Attorney's Fees in evidence.

(Affidavit of Attorney's Fees identified, offered and accepted as Exhibit "H" without objection).

13. The South Carolina Supreme Court Administrative Order 2009-5-22-1 dated May 22, 2009, is not applicable because the Home Affordable Modification Program expired before commencement of this action. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011, and the foreclosure action may proceed.
14. Demand was made upon the Borrower for payment and compliance with the Notes and Mortgages, but payment has not been received.
15. I call attention to the fact that Plaintiff has demanded deficiency judgment in its pleadings.
16. I call attention to the fact that Borrower expressly, intelligently and knowingly waived any and all appraisal rights under State and/or Federal law.

Plaintiff prays that this Honorable Court inquire into the matters as set forth herein and:

- (a) Declare Plaintiff's Mortgages a first and third lien and render a judgment of foreclosure for the amount so specified in the Statement of Account of Carla M.

Schuessler, Executive Director of Plaintiff, found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, plus attorney's fees and costs as specified in the Affidavit of Attorney's Fees.

- (b) Order the reimbursement of any costs for inspecting and securing the Mortgaged Premises incurred by the Plaintiff as a result of the delinquency.
- (c) Under the direction of this Court, sell the Mortgaged Premises, bar any equity of redemption, and apply the proceeds of sale as follows:
 - First, to the costs and expenses of the within actions and sales;
 - Second, to the payment and discharge of the amounts due on Plaintiff's Notes and Mortgages, together with actual attorneys' fees and expenses as specified in the Affidavit of Attorney's fees; and
 - Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure.
- (d) Issue an order directing the Sheriff of Horry County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the Mortgaged Premises should the same become necessary.
- (e) Issue an Order for the ejectment of the Defendant(s) in possession herein and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgages which personal property if not removed shall be deemed abandoned and shall be removed by Plaintiff or its agents from the Mortgaged Premises by placing said property on the public street or highway or any other means.

- (f) After the sale and disbursement of proceeds, enter a judgment against the Borrower as to the deficiency remaining.
- (g) Issue an Order that the lien(s) of all Defendants, and any lien(s) after the Lis Pendens and prior to the filing of the Master's Deed given herein, is/are released, as to these mortgaged premises only, in addition to the provisions in S.C. Code Ann §§15-39-880, 15-11-10, et. seq., and all other provisions of law.
- (h) Plaintiff be allowed to immediately exercise all of its rights provided for in the assignment of leases and rents provision in the Mortgages.
- (i) Order such other and further relief as may be just and proper.

s/Douglas M. Zayicek, Esquire
S.C. Bar No. 11304
Attorney for Plaintiff
BELLAMY, RUTENBERG, COPELAND,
EPPS, GRAVELY & BOWERS, P.A.
1000 29th Avenue North (29577)
P.O. Box 357
Myrtle Beach, SC 29578-0357
(843) 448-2400
(843) 448-3022 (Facsimile)
dzayicek@bellamylaw.com

Dated: January 18, 2018

EXHIBIT "A"

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2017-CP-26-05357

Habitat for Humanity of Horry County, Inc.,)
)
Plaintiff,)

vs.)

Candice A. Simmons; Waccamaw)
Regional Council of Governments d/b/a)
Waccamaw Home Consortium; Village of)
Dreams Homeowners Association, Inc.; SC)
Housing Corp.; and Bank of North Carolina,)
)
Defendants.)

AFFIDAVIT AUTHORIZING TESTIMONY

PERSONALLY appeared before me, Carla M. Schuessler, who, being duly sworn,
deposes and says, under penalty of perjury:

1. That I am the Executive Director of Habitat for Humanity of Horry County, Inc.
2. I am the Records Custodian for all of Plaintiff's loans that are in default, such as the one(s) in this case.
3. I provided Plaintiff's counsel with copies of the original documents from Plaintiff's files, for purposes of putting together the Record, and providing testimony.
4. That Douglas M. Zayicek or any other member of the firm of Bellamy, Rutenberg, Copeland, Epps, Gravely & Bowers, P.A., attorneys for the Plaintiff,

are authorized to appear before any Court in any jurisdiction for purposes of giving testimony in this matter involving a mortgage foreclosure.

HABITAT FOR HUMANITY OF
HORRY COUNTY, INC.

By: Carla M. Schuessler
Carla M. Schuessler
Its: Executive Director

SWORN to before me this 28th
day of November, 2017.

Blakely Roof (L.S.)
Notary Public for South Carolina
Notary Public Printed Name or Seal: Blakely Roof
My Commission Expires: 7/29/26

EXHIBIT "B"

HOWELL V. BELLAMY, JR.
EDWARD B. BOWERS, JR.*
BRADLEY D. KING
M. EDWIN HINDS, JR.
DAVID J. GUNDLING+ **
DAVID B. MILLER+
C. WINFIELD JOHNSON, III
DOUGLAS M. ZAYICEK
MARTIN C. DAWSEY*
ROBERT S. SHELTON*

* LLM TAXATION
** LICENSED IN SC & NC
+ CERTIFIED MEDIATOR
** CERTIFIED ARBITRATOR



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RETIRED:
JOHN K. RUTENBERG (1939-2012)
JOHN E. COPELAND
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JILL F. GRIFFITH

1000 29TH AVENUE NORTH • P.O. BOX 357 • MYRTLE BEACH, SC 29578
TELEPHONE (843) 448-2400 • FACSIMILE (843) 448-3022

January 5, 2018

Ms. Candice A. Simmons
1045 Mistletoe Court
Myrtle Beach, SC 29579

Pinnacle Financial Partners, Inc.
H. Lee Whiteside, Jr.
Vice President
3751 Grissom Parkway, Ste. 100
Myrtle Beach, SC 29577

Village of Dreams Homeowners
Association, Inc.
Carla M. Schuessler, Registered Agent
165 Co-Op Road
Myrtle Beach, SC 29588

James K. Gilliam, Esquire
McNair Law Firm, P.A.
P.O. Box 336
Myrtle Beach, SC 29578

H. Guyton Murrell, Esquire
Tracey C. Easton, Esquire
Attorneys at Law
300-C Outlet Pointe Boulevard
Columbia, SC 29210

Re: Habitat for Humanity of Horry County, Inc. v. Candice A. Simmons, et al.
Civil Action No. 2017-CP-26-05357
Our File No. 11105-92568-27

Ladies/Gentleman:

Please be advised that the foreclosure hearing has been re-scheduled from Thursday, January 4, 2018, at 9:00 a.m., to Thursday, January 18, 2018, at 9:00 a.m., at the office of the Honorable Ralph P. Stroman, Special Referee for Horry County, located at the Horry County Government and Justice Complex, 1301 Second Avenue, Conway, SC 29526. Pursuant to S.C. Code Ann. §14-11-110, as amended, I will be submitting written testimony on behalf of the

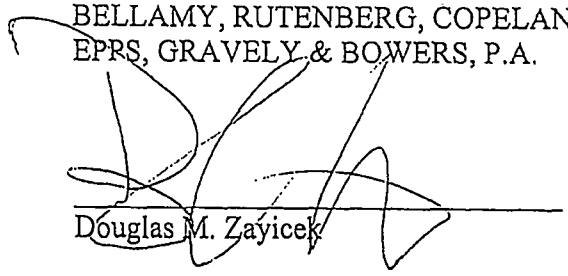
ELECTRONICALLY FILED - 2018 Mar 02 10:15 AM - HORRY - COMMON PLEAS - CASE#2017CP2605357

January 5, 2018
Page 2

Plaintiff at the hearing listed above, unless you notify me, in writing, ten (10) days prior to the hearing date that you would like for my client to be present for cross-examination.

Sincerely,

BELLAMY, RUTENBERG, COPELAND,
EPRS, GRAVELY & BOWERS, P.A.



Douglas M. Zayicek

DMZ/sam

Enclosure (Certificate of Mailing)

cc: Habitat for Humanity of Horry County, Inc. (w/encl) – Via E-Mail

ELECTRONICALLY FILED - 2018 Mar 02 10:15 AM - HORRY - COMMON PLEAS - CASE#2017CP2605357

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY)	CIVIL ACTION NO. 2017-CP-26-05357
Habitat for Humanity of Horry County, Inc.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
Candice A. Simmons; Waccamaw)	
Regional Council of Governments d/b/a)	
Waccamaw Home Consortium; Village of)	
Dreams Homeowners Association, Inc.; SC)	
Housing Corp.; and Bank of North Carolina,)	
)	
Defendants.)	
)	

CERTIFICATE OF MAILING

I, Stephanie McAndrew, as an employee of the Law Firm of Bellamy, Rutenberg, Copeland, Epps, Gravely & Bowers, P.A., counsel for Plaintiff Habitat for Humanity of Horry County, Inc. in the above-entitled action, certify that I have this day mailed a copy of the document(s) listed below, with sufficient postage attached thereto, as follows:

Ms. Candice A. Simmons
1045 Mistletoe Court
Myrtle Beach, SC 29579

Village of Dreams Homeowners Association, Inc.
Carla M. Schuessler, Registered Agent
165 Co-Op Road
Myrtle Beach, SC 29588

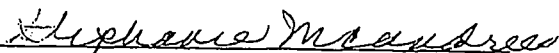
Pinnacle Financial Partners, Inc.
H. Lee Whiteside, Jr.
Vice President
3751 Grissom Parkway, Ste. 100
Myrtle Beach, SC 29577

H. Guyton Murrell, Esquire
Tracey C. Easton, Esquire
Attorneys at Law
300-C Outlet Pointe Boulevard
Columbia, SC 29210

James K. Gilliam, Esquire
McNair Law Firm, P.A.
P.O. Box 336
Myrtle Beach, SC 29578

DOCUMENTS:

1. Letter to Defendants dated January 5, 2018, providing notice of the foreclosure hearing scheduled for Thursday, January 18, 2018, at 9:00 a.m., at the office of the Honorable Ralph P. Stroman, Special Referee for Horry County, located at the Horry County Government and Justice Complex, 1301 Second Avenue, Conway, SC 29526.


Stephanie McAndrew

Dated: 01-05-18

Myrtle Beach, South Carolina

EXHIBIT "C"

SOUTH CAROLINA
PROMISSORY NOTE

\$74,000.00

Date: June 23, 2008

FOR VALUE RECEIVED, the undersigned, CANDICE A. SIMMONS, promise(s) to pay of the order of HABITAT FOR HUMANITY OF HORRY COUNTY, INC., Post Office Box 2492, Myrtle Beach, SC 29578, in lawful money of the United States of America, the principal sum of SEVENTY-FOUR THOUSAND AND NO/100 (\$74,000.00) DOLLARS, without interest. Principal shall be due and payable as follows:

360 PAYMENTS OF PRINCIPAL IN THE AMOUNT OF TWO HUNDRED SIX AND NO/100 (\$206.00) DOLLARS PAYABLE MONTHLY BEGINNING AUGUST 1, 2008, AND ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL PAID IN FULL.

THIS IS A FIRST MORTGAGE NOTE.

If default be made in the performance of this Note or compliance with any of the covenants and conditions of the mortgage or any other instrument securing this note, then in any of said events, said principal sum thereon shall become at once due and payable at the option of holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

If this note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankrupt courts, or under foreclosure proceedings under the mortgage securing this note, then all cost of collection, including a reasonable sum for attorney (be shall be added hereto as attorney's fees secured and collectible as the principal hereof.

The undersigned expressly agree jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this note notwithstanding any extension or extensions of the time of; or for the payment of said principal or interest; or any change or changes in the amount or amounts agreed to be paid under and by virtue of the obligation to pay provided (hr in this note, or any change or changes by way of release or surrender of any collateral held as security for this note and waive all and every kind of notice of such extension or extensions, change or changes and agree that the same may be made without the joinder of the undersigned.

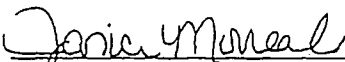
Presentment, protest, and notice are hereby waived.

It is expressly agreed and declared that this note is given for an actual loan of Seventy-Four Thousand and No/100 (\$74,000.00) Dollars.

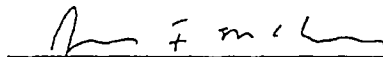
This note is secured by a mortgage of even date conveying property in Horry County, South Carolina.

Witness the hand and seal of each of the signers hereof.

WITNESSES:



Witness #1



Witness #2

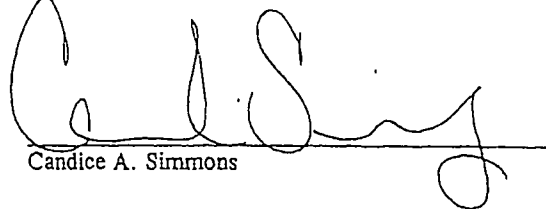

Candice A. Simmons

EXHIBIT "D"

SOUTH CAROLINA
PROMISSORY NOTE

\$34,000.00

Date: June 23, 2008

FOR VALUE RECEIVED, the undersigned, CANDICE A. SIMMONS, promises to pay to the order of HABITAT FOR HUMANITY OF HORRY COUNTY, INC., Post Office Box 2492, Myrtle Beach, SC 29578, in the lawful money of the United States of America, the principal sum of THIRTY-FOUR THOUSAND AND NO/100 (\$34,000.00) Dollars, without interest. Principal shall be due and payable as follows:

The total principal amount stated above shall be reduced at the rate of 5% for each 12-month period which has elapsed since the date hereof, during which the premises mortgaged as security for this Note (the "Premises") have been used as the principal residence of Borrower (including his/her heirs or distributees). In the event that Borrower shall sell or otherwise convey the Premises, or any part thereof, at any time prior to the 20th anniversary of the date of this Note, the principal amount hereof, reduced as provided above, shall become immediately due and payable in accordance the provisions of the Mortgage. In the event the Premises, or any part thereof, have not been sold or otherwise conveyed by Borrower, but have been used as his/her principal for a period of 20 years from the date hereof, then this Note shall be considered to be paid in full and the Lender shall release the Mortgage and shall mark this Note "Paid In Full."

THIS IS A THIRD MORTGAGE NOTE.

If default be made in the performance of this Note or compliance with any of the covenants and conditions of the mortgage of any other instrument securing this note, then in any of the said events, said principal sum thereon shall become at once due and payable at the option of holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

If this note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankrupt courts, or under foreclosure proceedings under the mortgage securing this note, then all cost of collection, including a reasonable sum for attorney fee shall be added hereto as attorney's fees secured and collectible as the principal hereof

The undersigned expressly agree jointly and severally to remain and continue bound for the payment of the principal and interest provided by the terms of this note notwithstanding any extension or extensions of the time of, or the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under and by virtue of the obligation to pay provided for in this note, or any change or changes by way of release or surrender or any collateral held as security for this note and waive all and every kind of notice of such extension or extensions, change or changes and agree that the same may be made without the joinder of the undersigned.


Presentment, protest, and notice are hereby waived.

It is expressly agreed and declared that this note is given for an actual loan of Thirty-Four Thousand and No/100 (\$34,000.00) Dollars.

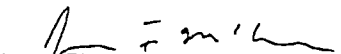
This note is secured by a mortgage of even date conveying property in Horry County, South Carolina.

Witness the hand and seal of each of the signers hereof.


WITNESSES:



Witness #1



Witness #2



Candice A. Simmons

EXHIBIT "E"

MORTGAGE OF REAL ESTATE

With Insurance, Tax Receivers and Attorney's Clauses, adapted for Execution to Corporations or to Individuals

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

Instrument#: 2008000086334, MTG BK:
5088 PG: 1292-DOCTYPE: 002 07/01/2008
at 11:53:28 AM, 1 OF 5
BALLERY V. SKIPPER, HORRY COUNTY,
SC REGISTRAR OF DEEDS

TO ALL WHOM THESE PRESENTS MAY CONCERN:

IN THE STATE AFORESAID-SEND GREETING:

WHEREAS I, THE SAID, CANDICE A. SIMMONS, (hereinafter "Mortgagor") in and by my certain Note or obligation bearing even date herewith, stand firmly held and bound unto HABITAT FOR HUMANITY OF HORRY COUNTY, INC. (hereinafter "Mortgagee") Post Office Box 2492, Myrtle Beach, SC 29578 in the sum of SEVENTY-FOUR THOUSAND AND NO/100 (\$74,000.00) DOLLARS, as evidenced by and according to the terms and condition(s) of a Promissory Note of even date herewith, as in and by the said Note and Conditions(s) thereof, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, that the said, CANDICE A. SIMMONS, in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its provisions is hereby made a part hereof and also in consideration of Three Dollars to the said Mortgagor in hand well and truly paid, by the said Mortgagee; at and before the sealing and delivery of these Presents, 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 Mortgagee, its heirs, successors and assigns, the following described property, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

THIS IS A FIRST PURCHASE MONEY MORTGAGE

THIS MORTGAGE MAY NOT BE ASSUMED IN THE EVENT THE PROPERTY IS SOLD OR TRANSFERRED, OR ANY INTEREST THEREIN IS SOLD, TRANSFERRED OR ASSIGNED, INCLUDING ANY LEASE OR INSTALLMENT SALES CONTRACT, MORTGAGEE MAY IMMEDIATELY ACCELERATE THE BALANCE DUE UNDER THE PROMISSORY NOTE SECURED HEREBY.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said Mortgagee its heirs, successors, and assigns forever.

AND Mortgagor does hereby bind Mortgagor's heirs, successors, executors and administrators, to procure or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said Mortgagee, Mortgagee's heirs, successors, and assigns from and against Mortgagor and Mortgagor's heirs, successors, executors and administrators and all persons lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said Mortgagor, Mortgagor's heirs, successors, executors or administrators, shall keep the buildings erected, or to be erected on said premises, insured against loss or damage by fire, for the benefit of the said Mortgagee, for an amount not less than the value of the buildings in such company as shall be approved by the said Mortgagee, and shall deliver the policy to the

said Mortgagee and in default thereof, the said Mortgagee, Mortgagee's heirs, successors, or assigns, may effect such instance and reimburse themselves under this mortgage for the expense thereof; with interest thereon, from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Mortgagee, Mortgagee's heirs successors, or assigns shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said Mortgagor, Mortgagor's heirs, successors, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee, Mortgagee's heirs, successors, or assigns, may cause the same to be paid together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the interest on the said Note, or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally first become payable, or in any other of the provisions of the mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due at the option of the said Mortgagee, Mortgagee's heirs, successors or assigns, although the period for the payment of the said debt may not have expired.

AND IT IS AGREED, That if the holder of the Note secured hereby is compelled to pay any taxes upon the debt represented by said note, or by this mortgage, then, and in that event, unless the said taxes are paid by some party other than the said holder, that then the entire amount of the debt secured, or intended to be secure, shall forthwith become due at the option of the said Mortgagee, Mortgagee's heirs, successors, or assigns, although the period for its payment may not then have expired.

AND IT IS AGREED, by and between the said parties, that should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, the said mortgage, Mortgagee's heirs, successors, or assigns, shall have the right to have a Receiver appointed of the rents and profits, of the above described premises, with power to forthwith lease out the said premises anew if he should so elect, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust us Receiver, shall apply the residue of the said rents and profits towards the payment of the debts secured hereby.

AND IT IS AGREED, by and between the said parties that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Mortgagee, Mortgagee's heirs, successors, or assigns, including a reasonable counsel fee (of not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

AND IT IS FURTHER AGREED, that in the event the Mortgagor, her heirs, successors and/or assigns, desires to sell all or all portion of, or any interest in the within described property, then such property shall first be offered for sale to the Mortgagee, its successors and/or assigns, at the same price and on the same terms at which the highest bona fide offer has been made to the Mortgagor, her heirs, successors and/or assigns. The address for the Mortgagee is: Attention: Executive Director, Habitat for Humanity of Horry County, PO Box 2492, Myrtle Beach, SC 29578.

Mortgagor, her heirs, successors and/or assigns, shall give written notice via registered mail, return receipt requested, of its desire to sell such property and further advise in said notice of the name and address of the person, firm, corporation or entity making said highest bona fide offer, as well as the amount and terms of said offer to Mortgagee.

Thereafter, the Mortgagee, its successors and/or assigns, shall have a period of thirty (30) days after receipt of said written notice within which to give notice to the Mortgagor, her heirs, successors and/or assigns of its intention to exercise its option to purchase such property at the same price and on the same terms as said

highest bona fide offer, and shall have an additional period of not less than twenty (20) days within which to close said transaction.

Should the Mortgagee, its successors and/or assigns, fail or refuse within said thirty (30) day period to notify the Mortgagor, her heirs, successors and/or assigns, of its intention to exercise its option to purchase such property at the offered price and terms, then the Mortgagor, her heirs, successors and/or assigns, shall have the right to sell such property to the person, firm, corporation or other entity making said bona fide offer whose identity was revealed to Mortgagee in said written notice.

This Right of First Refusal shall run with the land and be binding upon the Mortgagor, her heirs, successors and/or assigns and upon all subsequent mortgagees, her heirs, successors and/or assigns and shall inure to the benefits of the Mortgagee, its successors and/or assigns.

Furthermore, the failure on the part of the Mortgagor, her heirs, successors and/or assigns to exercise this right first refusal with regard to any one or more subsequent conveyances of the within described property shall not affect the validity or enforceability of the Right of First Refusal on all subsequent mortgagees and all heirs, successors and/or assigns of such subsequent mortgagees.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said Mortgagor, Mortgagor's heirs, successors, executors or administrators shall pay, or cause to be paid unto the said Mortgagee, Mortgagee's certain attorneys, heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said Mortgagee, Mortgagee's heirs, successors or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, and the conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties that the said Mortgagor is to hold and enjoy the said premises until default of payment shall be made.

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EXHIBIT A
LEGAL DESCRIPTION

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in Conway Township in Pine Island Section, County of Horry, State of South Carolina, designated as Lot 17 on that certain Final Plat entitled "FINAL PLAT OF VILLAGE OF DREAMS PHASE 2 NEAR RONALD MCNAIR BOULEVARD, PINE ISLAND SECTION, CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA" prepared for Habitat for Humanity of Horry County by Associated Land Surveyors, dated November 15, 2007, and recorded March 3, 2008, in Plat Book 236 at Page 99, public records of Horry County, South Carolina, which is incorporated herein by reference.

This conveyance is made subject to all easements, conditions, restrictions and covenants of record (including any shown on any plat of record), specifically including, but not limited to, the Declaration of Restrictions and Protective Covenants for Village of Dreams Subdivision and Village of Dreams Homeowners Association, Inc. dated March 29, 2005, and recorded March 29, 2005, in Deed Book 2883 at Page 829, as amended by that certain First Supplemental Declaration to Declaration of Restrictions and Protective Covenants for Village of Dreams Subdivision and Village of Dreams Homeowners Association, Inc. dated June 16, 2008, and recorded June 16, 2008, in Deed Book 3343 at Page 919, public records of Horry County, South Carolina.

DERIVATION: This being the same property conveyed by deed to Candice A. Simmons from Habitat for Humanity of Horry County, Inc. dated June 23, 2008, and recorded simultaneously in the office of the Horry County Registrar of Deeds.

TMS #: 172-39-01-019

Exhibit A

EXHIBIT "F"

ELECTRONICALLY FILED - 2018 Mar 02 10:15 AM - HORRY - COMMON PLEAS - CASE#2017CP2605357

THIRD MORTGAGE OF REAL ESTATE

With Insurance, Tax Receivers and Attorney's Clauses, adapted for Execution to Corporations or to Individuals

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

Instrument#: 2008000086336, MTG BK:
5088 PG: 1307 DOCTYPE: 002 07/01/2008
at 11:53:30 AM, 1 OF 4
BALLERY V. SKIPPER, HORRY COUNTY,
SC REGISTRAR OF DEEDS

TO ALL WHOM THESE PRESENTS MAY CONCERN:

IN THE STATE AFORESAID-SEND GREETING:

WHEREAS I, THE SAID, CANDICE A. SIMMONS, (hereinafter "Mortgagor") in and by my certain Note or obligation bearing even date herewith, stand firmly held and bound unto HABITAT FOR HUMANITY OF HORRY COUNTY, INC. (hereinafter "Mortgagee") Post Office Box 2492, Myrtle Beach, SC 29578 in the sum of THIRTY-FOUR THOUSAND AND NO/100 (\$34,000.00) DOLLARS, as evidenced by and according to the terms and condition(s) of a Promissory Note of even date herewith, as in and by the said Note and Conditions(s) thereof, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, that the said, CANDICE A. SIMMONS, in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its provisions is hereby made a part hereof and also in consideration of Three Dollars to the said Mortgagor in hand well and truly paid, by the said Mortgagee; at and before the scaling and delivery of these Presents, 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 Mortgagee, its heirs, successors and assigns, the following described property, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

THIS IS A THIRD PURCHASE MONEY MORTGAGE

THIS MORTGAGE MAY NOT BE ASSUMED IN THE EVENT THE PROPERTY IS SOLD OR TRANSFERRED, OR ANY INTEREST THEREIN IS SOLD, TRANSFERRED OR ASSIGNED, INCLUDING ANY LEASE OR INSTALLMENT SALES CONTRACT, MORTGAGEE MAY IMMEDIATELY ACCELERATE THE BALANCE DUE UNDER THE PROMISSORY NOTE SECURED HEREBY.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said Mortgagee its heirs, successors, and assigns forever,

AND Mortgagor does hereby bind Mortgagor's heirs, successors, executors and administrators, to procure or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said Mortgagee, Mortgagee's heirs, successors, and assigns from and against Mortgagor and Mortgagor's heirs, successors, executors and administrators and all persons lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said Mortgagor, Mortgagor's heirs, successors, executors or administrators, shall keep the buildings erected, or to be erected on said premises, insured against loss or damage by fire, for the benefit of the said Mortgagee, for an amount not less than the value

of the buildings in such company as shall be approved by the said Mortgagee, and shall deliver the policy to the said Mortgagee and in default thereof, the said Mortgagee, Mortgagee's heirs, successors, or assigns, may effect such instance and reimburse themselves under this mortgage for the expense thereof; with interest thereon, from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Mortgagee, Mortgagee's heirs successors, or assigns shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said Mortgagor, Mortgagor's heirs, successors, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee, Mortgagee's heirs, successors, or assigns, may cause the same to be paid together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the interest on the said Note, or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally first become payable, or in any other of the provisions of the mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due at the option of the said Mortgagee, Mortgagee's heirs, successors or assigns, although the period for the payment of the said debt may not have expired.

AND IT IS AGREED, That if the holder of the Note secured hereby is compelled to pay any taxes upon the debt represented by said note, or by this mortgage, then, and in that event, unless the said taxes are paid by some party other than the said holder, that then the entire amount of the debt secured, or intended to be secure, shall forthwith become due at the option of the said Mortgagee, Mortgagee's heirs, successors, or assigns, although the period for its payment may not then have expired.

AND IT IS AGREED, by and between the said parties, that should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, the said mortgage, Mortgagee's heirs, successors, or assigns, shall have the right to have a Receiver appointed of the rents and profits, of the above described premises, with power to forthwith lease out the said premises anew if he should so elect, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust us Receiver, shall apply the residue of the said rents and profits towards the payment of the debts secured hereby.

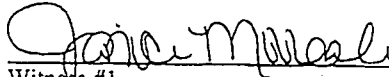
AND IT IS FURTHER AGREED, by and between the said parties that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Mortgagee, Mortgagee's heirs, successors, or assigns, including a reasonable counsel fee (of not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

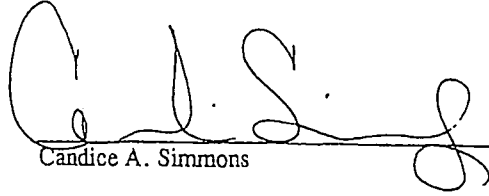
PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said Mortgagor, Mortgagors heirs, successors, executors or administrators shall pay, or cause to be paid unto the said Mortgagee, Mortgagee's certain attorneys, heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said Mortgagee, Mortgagee's heirs, successors or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, and the conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

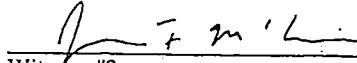
AND IT IS LASTLY AGREED, by and between the said parties that the said Mortgagor is to hold and enjoy the said premises until default of payment shall be made.

WITNESS Mortgagor's Hand and Seal this 23rd day of June, 2008.

Signed Sealed and Delivered
In the presence:


Witness #1


Candice A. Simmons


Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 23rd day of June, 2008, by CANDICE A. SIMMONS.

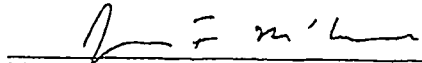

Notary Public for the State of South Carolina
My Commission expires: 4/28/17

EXHIBIT A
LEGAL DESCRIPTION

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in Conway Township in Pine Island Section, County of Horry, State of South Carolina, designated as Lot 17 on that certain Final Plat entitled "FINAL PLAT OF VILLAGE OF DREAMS PHASE 2 NEAR RONALD MCNAIR BOULEVARD, PINE ISLAND SECTION, CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA" prepared for Habitat for Humanity of Horry County by Associated Land Surveyors, dated November 15, 2007, and recorded March 3, 2008, in Plat Book 236 at Page 99, public records of Horry County, South Carolina, which is incorporated herein by reference.

This conveyance is made subject to all easements, conditions, restrictions and covenants of record (including any shown on any plat of record), specifically including, but not limited to, the Declaration of Restrictions and Protective Covenants for Village of Dreams Subdivision and Village of Dreams Homeowners Association, Inc. dated March 29, 2005, and recorded March 29, 2005, in Deed Book 2883 at Page 829, as amended by that certain First Supplemental Declaration to Declaration of Restrictions and Protective Covenants for Village of Dreams Subdivision and Village of Dreams Homeowners Association, Inc. dated June 16, 2008, and recorded June 16, 2008, in Deed Book 3343 at Page 919, public records of Horry County, South Carolina.

DERIVATION: This being the same property conveyed by deed to Candice A. Simmons from Habitat for Humanity of Horry County, Inc. dated June 23, 2008, and recorded simultaneously in the office of the Horry County Registrar of Deeds.

TMS #: 172-39-01-019

EXHIBIT "G"

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY)	CIVIL ACTION NO. 2017-CP-26-05357
Habitat for Humanity of Horry County, Inc.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
Candice A. Simmons; Waccamaw)	
Regional Council of Governments d/b/a)	
Waccamaw Home Consortium; Village of)	
Dreams Homeowners Association, Inc.; SC)	
Housing Corp.; and Bank of North Carolina,)	
)	
Defendants.)	
)	

STATEMENT OF ACCOUNT

PERSONALLY appeared before me, Carla M. Schuessler, who, being duly sworn, deposes and says, under penalty of perjury:

1. I am the Executive Director of Habitat for Humanity of Horry County, Inc. ("Plaintiff").
2. Plaintiff is the owner and holder of that certain Promissory Note dated June 23, 2008, in the amount of Seventy-four Thousand and 00/100 (\$74,000.00) ("Note 1"), Promissory Note dated June 23, 2008, in the amount of Thirty-four Thousand and 00/100 (\$34,000.00) Dollars ("Note 2"), Mortgage dated June 23, 2008, and recorded on July 1, 2008, in Mortgage Book 5088 at Page 1292 ("Mortgage 1") and Mortgage dated June 23, 2008, and recorded on July 1, 2008, in Mortgage Book 5088 at Page 1307 ("Mortgage 2"), records of Horry County, South Carolina, given by Candice A. Simmons ("Borrower") which are the subject of

the within action ("Loan.")

3. Notes 1 and 2 are hereinafter collectively referred to as "Notes" and Mortgages 1 and 2 are hereinafter collectively referred to as "Mortgages".
4. The loans of Borrower, as set forth below, are within the knowledge of Affiant, true, just and correct.
5. As of the hearing date on January 18, 2018, there will be due and owing on the loans from Borrower principal, interest, and other fees (excluding attorney's fees and costs) in the amount of Seventy Thousand Twenty-one and 00/100 (\$70,021.00) Dollars, as shown by the following statement of account:

Note 1:	\$51,134.00
Note 2:	\$18,700.00
Escrow:	<u>\$ 187.00</u>
Total	\$70,021.00

As to Notes 1 and 2, interest shall accrue at the rate of Zero (\$.00) Dollars for each day after January 18, 2018, at 0% per annum.

6. The above loans are past due and owing through January 18, 2017, and all offsets, payments and credits have been recognized.
7. In addition to the amounts stated above, there is also due and owing on the loans Plaintiff's attorney's fees and costs.
8. The South Carolina Supreme Court Administrative Order 2009-5-22-1 dated May 22, 2009, is not applicable because the Home Affordable Modification Program expired before commencement of this action. Plaintiff has fully complied with

the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated
May 2, 2011:

HABITAT FOR HUMANITY OF
HORRY COUNTY, INC.

By: Carla M. Schuessler
Carla M. Schuessler
Its: Executive Director

SWORN to before me this 23rd
day of February, 2018.

Blakely Roof (L.S.)
Notary Public for South Carolina
Notary Public Printed Name or Seal: Blakely Roof
My Commission Expires: 7/29/2017

EXHIBIT "H"

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2017-CP-26-05357

Habitat for Humanity of Horry County, Inc.,)
)
Plaintiff,)
)

vs.)
)

Candice A. Simmons; Waccamaw)
Regional Council of Governments d/b/a)
Waccamaw Home Consortium; Village of)
Dreams Homeowners Association, Inc.; SC)
Housing Corp.; and Bank of North Carolina,)
)
Defendants.)
)

AFFIDAVIT OF ATTORNEY'S FEES AND COSTS

PERSONALLY APPEARED BEFORE ME, Douglas M. Zayicek, who being duly sworn, does hereby state and affirm as follows, having actual knowledge of all matters set forth herein under penalty of perjury:

1. I am a licensed attorney and have actively practiced law in the State of South Carolina for 20 years, and have extensive experience involving litigation, especially contract disputes, foreclosures and collection matters.
2. I am the attorney of record for Plaintiff, and I am familiar with all matters surrounding this action.
3. I, together with my staff, have expended a number of hours working on this matter as of January 4, 2018, generating attorneys' fees and costs in the amount of

\$6,320.30. This amount includes \$5,291.50 for attorneys' fees and staff time and \$1,028.80 for costs.¹

4. The costs are broken down as follows:

\$ 418.80 for filing fees (lis pendens, summons and complaint and order of reference)

\$ 260.00 for service of process

\$ 250.00 for reference fee

\$ 100.00 for special referee

\$1,028.80 total costs

5. The hourly rates charged in this matter were \$250.00/hour for attorney time, \$100.00/hour for title examiner time and \$90.00/hour for paralegal/secretary time.

These hourly rates are fair and reasonable in both Horry County and statewide.

6. The total hours billed in this matter are broken down as follows:

10.10 hours of total attorney time

32.90 hours of paralegal/secretary time

.35 hours of title abstractor time

43.35 total hours billed at the rates listed in Paragraph 5.

7. The rates charged and amounts billed for paralegal/secretary time are fair and reasonable, and consistent with rates normally charged.

8. Of the hours of attorney time billed, the hours are broken down as follows:

.50 hours Preliminary matters (review file, review title work, correspondence/telephone conferences with client regarding status and strategy, correspondence/telephone conferences with client/opposing parties discussing possible resolution before commencing action, etc.)

6.60 hours Preparation of pleadings (including foreclosure action, default and reference pleadings, preparation of reply to answer and counter-claim, motions to strike, publication documents, discovery requests and deposition notice and correspondence/telephone conferences/e-mails related thereto and service thereof.)

¹ This amount excludes any costs that may accrue after the date of this Affidavit, including, but not limited to, the fee for the Master-in-Equity, costs associated with publication of the Notice of Sale, etc.

- 3.00 hours Foreclosure hearing (including preparation for hearing, preparation of materials for hearing, preparation of Affidavit of Attorney's Fees and Costs, preparation of proposed Order, Master's Report, Record of Hearing, and all associated documents and correspondence/telephone conferences with client/opposing parties related thereto.)
9. The total attorney's fees and costs incurred in this action, and the hourly rates charged, are a fair and reasonable amount customarily charged for a matter of this complexity.
10. I have reviewed the law applicable to the granting of attorneys' fees and the Contracts² between the Lender ("Plaintiff") and Borrower³ and am of the opinion that Plaintiff is entitled to recovery of attorneys' fees and costs. The Contracts provide Borrower will pay Plaintiff's attorneys' fees and costs, in addition to all other sums provided by law. Plaintiff is therefore seeking its actual attorneys' fees and costs in the amount of \$6,320.30.⁴
11. While the Contracts are dispositive on the issue of whether attorneys' fees and costs should be awarded in this case, our appellate courts sometimes apply a threshold test to determine whether an award of attorneys' fees is warranted.
12. In making that threshold determination, the following factors should be considered: (1) each party's respective ability to pay their own attorneys' fees; (2) the beneficial results obtained by the requesting party's attorney; (3) the parties' respective financial conditions; and (4) the effect of the attorneys' on each party's standard of living. *Lanier v. Lanier*, 612 S.E.2d 456 (S.C. Ct. App. 2005).

² Promissory notes, mortgages and other associated documents, collectively hereinafter referred to as "Contracts."

³ Borrower is Candice A. Simmons, hereinafter referred to as "Borrower."

⁴ This amount is the total of attorneys' fees and costs to date and does not include any costs incurred after the date of this Affidavit (see fn.1).

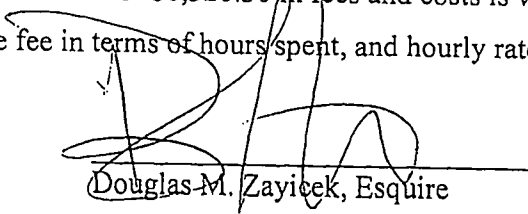
13. The Lanier factors also warrant an award of attorneys' fees in this case. Borrower, prior to signing the Contracts, had the opportunity to discuss the attorneys' fees provision, attempt to strike it, negotiate it, etc. However, Borrower chose not to. Borrower knew that if Plaintiff had to bring an action to enforce the agreements between the parties, Borrower consented to an award of attorneys' fees and costs being imposed upon her if Plaintiff were to prevail. Borrower also knew that once the action was brought by Plaintiff, attorneys' fees would be imposed against her if Plaintiff were to prevail; Borrower chose to go into default rather than attempting to settle, signing a Confession of Judgment, etc. Clearly, Borrower had that right, but was on notice that attorneys' fees would be imposed against her if Plaintiff were to prevail. Thus, by entering into Contracts that provided for attorneys' fees and costs to be imposed, and deciding to proceed with the litigation, Borrower agreed her financial condition would allow the imposition of such fees and costs against her, and that an award of attorneys' fees and costs against her would not affect her standard of living, satisfying factors (3) and (4) of the Lanier test.
14. Next, Plaintiff's attorney obtained beneficial results for Plaintiff. Plaintiff's counsel obtained the exact relief Plaintiff requested. Thus, factor (2) of the Lanier test has been satisfied.
15. Finally, although each party has the respective ability to pay their own attorneys' fees, the Court should not overlook the fact that the Contracts between the parties provide that the Borrower will pay Plaintiff's attorneys' fees and Plaintiff's legal expenses, in addition to all other sums provided by law. Even though Plaintiff has

the ability to pay its own attorneys' fees and costs, Borrower contractually agreed that she also had the financial ability to pay Plaintiff's attorneys' fees, and that contractual provision was a part of the consideration Borrower was willing to pay for Plaintiff to provide its services to Borrower. Thus, factor (1) of the Lanier test has been satisfied.

16. Having determined that an award of attorneys' fees and costs is warranted under both the Contracts and Lanier, I next reviewed the law applicable to the granting of attorneys' fees and costs. Specifically, the following factors for the assessment of attorney's fees have been considered and satisfied:
 - a. the nature, extent and difficulty of the legal services rendered and the case,
 - b. the time and labor necessarily devoted to the case,
 - c. the professional standing of counsel,
 - d. the contingency of compensation (not applicable in this matter),
 - e. the beneficial results obtained, and
 - f. the fee customarily charged for similar legal services. Seabrook Island Prop. Owners' Ass'n v. Berger, 616 S.E.2d 431 (S.C. Ct. App. 2005.)
17. These factors, considered in the totality, with no one factor controlling, shows the requested fees and expenses are reasonable. First, the fees are in line with the nature, extent, and difficulty of the case and the services rendered. This foreclosure action involved standard correspondence and filings, the preparation of a final order, etc. The fees requested are far less than the amount of the actual damages and the amount allowed under the Contracts, and are certainly not excessive. In addition the preparation of a reply to answer and counter-claim, motions to strike, publication documents, discovery requests and deposition notice were necessary.
18. Second, the time incurred by the undersigned, and broken down above, is in line with the actual work necessarily devoted to the case and the issues addressed in the preceding paragraph. There is no time charged for any extraneous matters, excessive research, or any other items not necessary to the proper preparation and devotion to the case.

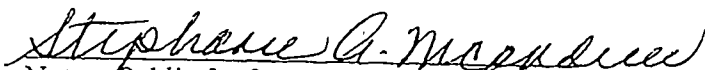
19. Third, the undersigned handles a large number of collection and foreclosure cases, and has appeared in this Court frequently. I handle cases for various large and well known companies in the area, and work for the oldest and largest law firm in the area, which maintains an AV rating in Martindale-Hubbell.
20. Fourth, the undersigned handled this matter on an hourly basis, and there was no contingency fee agreement with the Plaintiff. Further, although Plaintiff is financially able to pay the undersigned's fee if an award is not made, the Contracts between the parties allocated the contingency of who would pay the attorneys' fees if Plaintiff had to hire someone to help collect on the Contracts. Borrower accepted that contingency when she signed the Contracts.
21. Fifth, and as discussed in more detail above, the undersigned achieved a beneficial result for Plaintiff. Also, because Plaintiff is a corporation and the amount of the claim was greater than the jurisdictional amount recoverable in Magistrate's Court, Plaintiff was required to obtain legal counsel before it could even bring this lawsuit. Again, this is a contingency that Borrower agreed to when she signed the Contracts with Plaintiff.
22. Sixth, the undersigned's requested fee is customary for legal fees for similar services. The undersigned requests the Court take judicial notice of all the collection, foreclosure, and other similar breach of contract and foreclosure disputes this Court decides, and the vast number of attorneys' fees affidavits this Court sees, compared to the numbers of hours spent on this case, and the hourly rates charged herein. Both the number of hours charged, and the hourly rate, are fair and reasonable under all the circumstances, and compared to other cases and similar legal services.
23. Finally, the factors listed in Rule 1.5 of the Rules of Professional Conduct, and the analysis set forth in *Weatherford v. Price*, 532 S.E.2d 310 (S.C. Ct. App. 2000) have been considered and satisfied, under the facts and analysis discussed above.

24. Therefore, an award to Plaintiff of \$6,320.30 in fees and costs is warranted, and represents a reasonable fee in terms of hours spent, and hourly rates charged.


Douglas M. Zayicek, Esquire

SWORN to before me this 16th

day of January, 2018.



Notary Public for South Carolina

Notary Public Printed Name or Seal: Stephanie A. McAndrew

My Commission Expires: 02/23/22

HOWELL V. BELLAMY, JR.
EDWARD B. BOWERS, JR.*
BRADLEY D. KING
M. EDWIN HINDS, JR.
DAVID J. GUNDLING+ **
DAVID B. MILLER+
C. WINFIELD JOHNSON, III
DOUGLAS M. ZAYICEK
MARTIN C. DAWSEY*
ROBERT S. SHELTON+

* LLM TAXATION
** LICENSED IN SC & NC
+ CERTIFIED MEDIATOR
** CERTIFIED ARBITRATOR



THE
BELLAMY
LAW FIRM

OFFICES IN MYRTLE BEACH & PAWLEYS ISLAND

WWW.BELLAMYLAW.COM

HOWELL V. BELLAMY, III
ASHLEY P. MORRISON
GEORGE W. REDMAN, III + ** **
BENJAMIN A. BAROODY + **
PHILLIP H. ALBERGOTTI* **
HAYES K. STANTON + **
KARA J. KEITH **
HOLLY M. LUSK
LAUREN BREARLEY BENTON
JON CRAIG HOWELL, JR.

RETIRED:
JOHN K. RUTENBERG (1939-2012)
JOHN E. COPELAND
CLAUDE M. EPPS, JR.
DAVID R. GRAVELY
JILL F. GRIFFITH

1000 29TH AVENUE NORTH • P.O. BOX 357 • MYRTLE BEACH, SC 29578
TELEPHONE (843) 448-2400 • FACSIMILE (843) 448-3022

January 5, 2018

Ms. Candice A. Simmons
1045 Mistletoe Court
Myrtle Beach, SC 29579

Pinnacle Financial Partners, Inc.
H. Lee Whiteside, Jr.
Vice President
3751 Grissom Parkway, Ste. 100
Myrtle Beach, SC 29577

Village of Dreams Homeowners
Association, Inc.
Carla M. Schuessler, Registered Agent
165 Co-Op Road
Myrtle Beach, SC 29588

James K. Gilliam, Esquire
McNair Law Firm, P.A.
P.O. Box 336
Myrtle Beach, SC 29578

H. Guyton Murrell, Esquire
Tracey C. Easton, Esquire
Attorneys at Law
300-C Outlet Pointe Boulevard
Columbia, SC 29210

Re: Habitat for Humanity of Horry County, Inc. v. Candice A. Simmons, et al.
Civil Action No. 2017-CP-26-05357
Our File No. 11105-92568-27

Ladies/Gentleman:

Please be advised that the foreclosure hearing has been re-scheduled from Thursday, January 4, 2018, at 9:00 a.m., to Thursday, January 18, 2018, at 9:00 a.m., at the office of the Honorable Ralph P. Stroman, Special Referee for Horry County, located at the Horry County Government and Justice Complex, 1301 Second Avenue, Conway, SC 29526. Pursuant to S.C. Code Ann. §14-11-110, as amended, I will be submitting written testimony on behalf of the

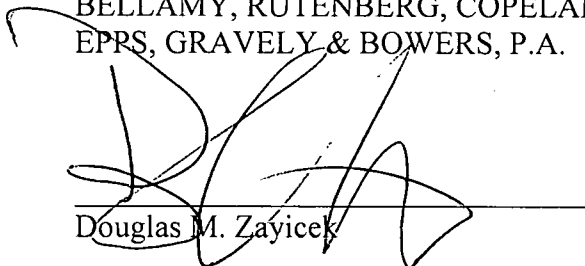
January 5, 2018

Page 2

Plaintiff at the hearing listed above, unless you notify me, in writing, ten (10) days prior to the hearing date that you would like for my client to be present for cross-examination.

Sincerely,

BELLAMY, RUTENBERG, COPELAND,
EPRS, GRAVELY & BOWERS, P.A.



Douglas M. Zayicek

DMZ/sam

Enclosure (Certificate of Mailing)

cc: Habitat for Humanity of Horry County, Inc. (w/encl) – Via E-Mail

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2017-CP-26-05357

Habitat for Humanity of Horry County, Inc.,)
)
Plaintiff,)

vs.)

Candice A. Simmons; Waccamaw)
Regional Council of Governments d/b/a)
Waccamaw Home Consortium; Village of)
Dreams Homeowners Association, Inc.; SC)
Housing Corp.; and Bank of North Carolina,)
)
Defendants.)

CERTIFICATE OF MAILING

I, Stephanie McAndrew, as an employee of the Law Firm of Bellamy, Rutenberg, Copeland, Epps, Gravely & Bowers, P.A., counsel for Plaintiff Habitat for Humanity of Horry County, Inc. in the above-entitled action, certify that I have this day mailed a copy of the document(s) listed below, with sufficient postage attached thereto, as follows:

Ms. Candice A. Simmons
1045 Mistletoe Court
Myrtle Beach, SC 29579

Village of Dreams Homeowners Association, Inc.
Carla M. Schuessler, Registered Agent
165 Co-Op Road
Myrtle Beach, SC 29588

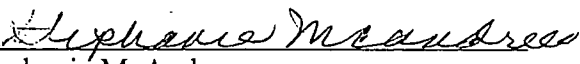
Pinnacle Financial Partners, Inc.
H. Lee Whiteside, Jr.
Vice President
3751 Grissom Parkway, Ste. 100
Myrtle Beach, SC 29577

H. Guyton Murrell, Esquire
Tracey C. Easton, Esquire
Attorneys at Law
300-C Outlet Pointe Boulevard
Columbia, SC 29210

James K. Gilliam, Esquire
McNair Law Firm, P.A.
P.O. Box 336
Myrtle Beach, SC 29578

DOCUMENTS:

1. Letter to Defendants dated January 5, 2018, providing notice of the foreclosure hearing scheduled for Thursday, January 18, 2018, at 9:00 a.m., at the office of the Honorable Ralph P. Stroman, Special Referee for Horry County, located at the Horry County Government and Justice Complex, 1301 Second Avenue, Conway, SC 29526.


Stephanie McAndrew

Dated: 01-05-18

Myrtle Beach, South Carolina

NOTICE OF SALE

Pursuant to the Special Referee's Report and Judgment of Foreclosure and Sale in the Court of Common Pleas in the case of Habitat for Humanity of Horry County, Inc., Plaintiff vs. Candice A. Simmons, Waccamaw Regional Council of Governments d/b/a Waccamaw Home Consortium, Village of Dreams Homeowners Association, Inc., SC Housing Corp. and Bank of North Carolina, Defendants, Civil Action No. 2017-CP-26-05357, the undersigned will sell at public auction at the Horry County Government and Justice Complex, 1301 Second Avenue, City of Conway, Horry County, South Carolina, to-wit: 11:00 a.m. on the 2nd day of April, 2018, to the highest bidder the following described property:

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in Conway Township in Pine Island Section, County of Horry, State of South Carolina, designated as Lot 17 on that certain Final Plat entitled "FINAL PLAT OF VILLAGE OF DREAMS PHASE 2 NEAR RONALD MCNAIR BOULEVARD, PINE ISLAND SECTON, CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA" prepared for Habitat for Humanity of Horry County by Associated Land Surveyors, dated November 15, 2007, and recorded March 3, 2008, in Plat Book 236 at Page 99, public records of Horry County, South Carolina, which is incorporated herein by reference.

This conveyance is made subject to all easements, conditions, restrictions and covenants of record (including any shown on any plat of record), specifically including, but not limited to, the Declaration of Restrictions and Protective Covenants for Village of Dreams Subdivision and Village of Dreams Homeowners Association, Inc. dated March 29, 2005, and recorded March 29, 2005, in Deed Book 2883 at Page 829, as amended by that certain First Supplemental Declaration to Declaration of Restrictions and Protective Covenants for Village of Dreams Subdivision and Village of Dreams Homeowners Association, Inc. dated June 16, 2008, and recorded June 16, 2008, in Deed Book 3343 at Page 919, public records of Horry County, South Carolina.

This being the identical property conveyed to Candice A. Simmons by Deed of Habitat for Humanity of Horry County, Inc. dated June 23, 2008 and recorded on July 1, 2008 in the Office of the Register of Deeds for Horry County, South Carolina, in Deed Book 3347 at Page 523.

TMS NO. 172-39-01-019

PROPERTY ADDRESS: 1045 Mistletoe Court
Myrtle Beach, SC 29579

As deficiency judgment has been demanded, the bidding will remain open for thirty (30) days following the date of the sale. Notwithstanding the fact that deficiency judgment is demanded, Plaintiff reserves the right to waive deficiency judgment at any time prior to the sale of the mortgaged premises in which case bidding will be closed on the date of the sale. Notice is further given that the successful bidder at the sale, other than the Plaintiff, shall be required to immediately, pursuant to the Court's instructions at the sale, deposit with the undersigned as earnest money and as evidence of its good faith an amount equal to five (5%) per cent of its bid in cash, certified check or cashier's check to be applied to the costs allowed and the debts found to be due with the balance to be remitted prior to the expiration of thirty (30) days from the date that the bidding is closed, which date is thirty (30) days from the date of sale. Interest on the bid shall be paid to the date of compliance at the rate of 0% per annum. The purchaser shall pay for the preparation of all papers and for all recording fees. The sale will be made subject to all outstanding property taxes, if any.

Should the successful bidder fail to make such deposit at the time of the acceptance of the bid, with time being of the essence, or should a representative of the Plaintiff or Plaintiff's attorney not be present at the sale, or should the property for any reason whatsoever not be sold on the sales date above, the undersigned shall sell said property at the next sales date, and this process shall continue until the property is sold.

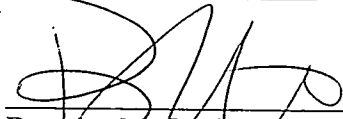
NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title

search prior to the foreclosure sale date. In addition, the successful bidder shall take the property subject to any superior liens or interests.

HONORABLE CYNTHIA GRAHAM HOWE
MASTER-IN-EQUITY FOR HORRY COUNTY

Conway, South Carolina

Dated: _____



Douglas M. Zayicek, Esquire
S.C. Bar No. 11304

Attorney for Plaintiff

BELLAMY, RUTENBERG, COPELAND,

EPPS, GRAVELY & BOWERS, P.A.

1000 29th Avenue North (29577)

P.O. Box 357

Myrtle Beach, SC 29578-0357

(843) 448-2400

(843) 448-3022 (Facsimile)

dzayicek@bellamylaw.com

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY)	CIVIL ACTION NO. 2017-CP-26-05357
Habitat for Humanity of Horry County, Inc.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
Candice A. Simmons; Waccamaw)	
Regional Council of Governments d/b/a)	
Waccamaw Home Consortium; Village of)	
Dreams Homeowners Association, Inc.; SC)	
Housing Corp.; and Bank of North Carolina,)	
)	
Defendants.)	
)	

CERTIFICATE OF MAILING

I, Stephanie McAndrew, as an employee of the Law Firm of Bellamy, Rutenberg, Copeland, Epps, Gravely & Bowers, P.A., counsel for Plaintiff Habitat for Humanity of Horry County, Inc. in the above-entitled action, certify that I have this day mailed a copy of the document(s) listed below, with sufficient postage attached thereto, as follows:

Ms. Candice A. Simmons
1045 Mistletoe Court
Myrtle Beach, SC 29579

Village of Dreams Homeowners Association, Inc.
Carla M. Schuessler, Registered Agent
165 Co-Op Road
Myrtle Beach, SC 29588

Pinnacle Financial Partners, Inc.
H. Lee Whiteside, Jr.
Vice President
3751 Grissom Parkway, Ste. 100
Myrtle Beach, SC 29577

DOCUMENTS:

1. Copy of Special Referee's Report and Judgment of Foreclosure and Sale;
2. Copy of SCRCF Form 4C;
3. Copy of Notice of Sale; and
4. Clocked copy of Record of Foreclosure Hearing.


Stephanie McAndrew

Dated: 03-02-18

Myrtle Beach, South Carolina