

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
In the Court of Common Pleas for the Fourteenth Circuit

J. Ernest Kinard, Jr., Circuit Court Judge

Appellate Case No. 2015-00003
Lower Court Case No. 2012-CP-07-03216

RECEIVED
MAY 01 2019
SC Court of Appeals

The Callawassie Island Members Club, Inc. Respondent,

v.

Mark K. Quinn and Sherry B. Quinn.....Defendants,

Of whom Mark K. Quinn isAppellant.

MOTION TO SUPPLEMENT THE RECORD ON APPEAL

Pursuant to Rule 212 of the South Carolina Appellate Court Rules, Appellant Mark Quinn hereby moves for leave to supplement the Record on Appeal with judicial materials that directly relate to and reference the Order on appeal.

Appellant Quinn acquired his membership in the Respondent Callawassie Island Members Club upon purchasing a residential lot on Callawassie Island, and after making a membership contribution in the amount of \$26,000. The Club argues in this appeal that Mr. Quinn is bound to continue paying dues and fees on his membership until such time

as his property is sold and his membership is reissued. The Club alone controls the time and terms by which a membership may be repurchased.

Mr. Quinn is in a hopeless position on the dark, desert landscape that is the Callawassie Island Members Club membership practices, because he no longer owns any real property on Callawassie Island, and yet the Club has chosen not to reissue his membership. With a gaze as blank and pitiless as the sun,¹ the Club maintains that Mr. Quinn's dues and fees will continue to accrue, until such time as the Club, in its sole discretion, decides to reissue the membership. Mr. Quinn is in good company in this morass; numerous other Club "members" are similarly stuck, possibly forever.

Appellant Quinn therefore seeks to supplement the Record on Appeal with the Master in Equity Deed (the "Deed"), attached hereto as Exhibit 1, which was duly recorded following foreclosure proceedings and public auction of his home on Callawassie Island, as well as with the Judgment of Foreclosure and Sale (the "Judgement"), attached hereto as Exhibit 2. The Deed demonstrates that Mr. Quinn's property was sold to the highest bidder for the price of Two Thousand Five Hundred Dollars (\$2,500), in order to satisfy the mortgage lien holder's total debt amount of Five Hundred Sixty-Two Thousand, Five Hundred Eighty Dollars, and Twenty-Five Cents (\$562,580.25). The Judgement demonstrates that Respondent Club had a judgment lien against the property in the amount of Seventy-Six Thousand, Eight Hundred Forty-Five Dollars, and Seven Cents (\$76,845.07), by virtue of the Circuit Court's Order granting summary judgment, which is the subject of this appeal. The Club's judgment was junior

¹ Yeats, W.B., "The Second Coming," *The Dial* (1920).

to the mortgage holder's lien, and it was obviously not satisfied by the \$2,500 sale. Although he has lost his house on Callawassie Island, the Club continues to pursue Mr. Quinn for dues to this day.

The requested supplemental materials are important to this Court's decision on appeal, particularly as to the issue of damages, because they reflect the "absurd result" of endless, inescapable liability, about which Justice Hearn wrote with consternation in her dissenting opinion in *The Callawassie Island Members Club, Inc. v. Dennis*, 425 S.C. 193, 821 S.E.2d 667 (2018). The *Dennis* majority attempted to reassure the dissent's concern by evading the question and expressly "not deciding whether the governing documents could support perpetual liability under these or any other facts." *Id.* at 202, 821 S.E.2d at 672 (emphasis in original). And, so, the unaddressed question of liability remains, turning and turning in the widening gyre, as things fall apart, and the center cannot hold.² Appellant Quinn seeks a ruling from this Court that would end the uncertainty and limit his liability to the finite amount of his initial membership contribution, which the Club has already obtained.

Because the requested supplemental materials would aid in this Court's determination on damages, and because they directly relate to and reference the Order from which he appeals, Appellant Quinn respectfully moves for permission to supplement the Record with the documents attached hereto as Exhibits 1 and 2.

² *Id.*

Respectfully submitted,

FORD WALLACE THOMSON LLC

A handwritten signature in black ink, appearing to read "Ian S. Ford". The signature is written in a cursive, somewhat stylized font.

Ian S. Ford
Neil D. Thomson
Ainsley F. Tillman
715 King Street
Charleston, South Carolina 29403
(843) 277-2011

Attorneys for Appellant Mark Quinn

April 29, 2019
Charleston, South Carolina

ADD DMP Record 11/16/2016 08:06:44 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Beaufort
BEAUFORT COUNTY AUDITOR

Dist	Map	SMap	Parcel	Block	Week
R600	015	00B	0156	0000	00

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

FORECLOSURE
MASTER IN EQUITY DEED

TO ALL TO WHOM THESE PRESENTS SHALL COME OR BE MADE KNOWN:

Or whom the same may in anywise concern, Marvin H. Dukes, III, Master in Equity for the County and State aforesaid SEND GREETING:

WHEREAS, BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE ALTERNATIVE LOAN TRUST 2006-OA21, MORTGAGE PASS THROUGH CERTIFICATES SERIES 2006-OA21, on or about July 12, 2013, did exhibit its complaint in the Court of Common Pleas in the County and State aforesaid, Case No. 13-CP-07-1767, against Sherry B. Quinn and Mark K. Quinn a/k/a Mark B. Quinn and, et al .

And the Cause, being at issue before Marvin H. Dukes, III, Master in Equity, came on to be heard on May 18, 2016, when the said Marvin H. Dukes, III, after a full hearing thereof, and mature deliberation in the Premises, Did Order, Adjudge and Decree that the premises hereinafter mentioned and described should be sold at public auction on the terms and for the purposes mentioned in said Decretal Order, as by reference thereto, on file in the said Court will appear; and after having duly advertised the said premises for sale by Public outcry, on September 6, 2016. I, the said Marvin H. Dukes, III did then, openly and publicly, and according to the custom of auction, sell and dispose of the said premises below described, unto Bank of New York Mellon, f/k/a The Bank of New York, as trustee, on behalf of the holders of the Alternative Loan Trust 2006-OA21, Mortgage Pass Through Certificates Series 2006-OA21 for \$2,500.00 being, at that price, the highest bidder for the same.

NOW, KNOW ALL MEN, That I, the said Master in Equity in consideration of the premises, and also in consideration of the sum of \$2,500.00 paid me by the below-named Grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents, do grant, bargain, sell and release unto the below named Grantee, its successors and assigns:

Bank of New York Mellon, f/k/a The Bank of New York, as trustee, on behalf of the holders of the Alternative Loan Trust 2006-OA21, Mortgage Pass Through Certificates Series 2006-OA21
3815 South West Temple
Salt Lake City, UT 84115

All that certain piece, parcel or lot of land situate, lying and being on Callawassie Island, Beaufort County, South Carolina and being designated as Lot 32, Phase 9B as more fully shown on a plat recorded in the ROD Office for Beaufort County, South Carolina in Plat Book 45 at Page 15. Said lot has such size, shape, dimensions and location as will more fully appear by reference to said plat.

This being the same property conveyed to Sherry B. Quinn and Mark B. Quinn by Deed of A. Lee Fritschler and Susan T. Fritschler dated October 17, 2001 and recorded October 23, 2001 in Book 01487 at Page 0982.

TMS# R600 015 00B 0156 0000



TOGETHER with all and singular the rights, members, hereditaments and appurtenances whatsoever, to the said premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, possession, property, benefit, claim and demand whatsoever, both at law and in equity, of the said Sherry B. Quinn and Mark K. Quinn a/k/a Mark B. Quinn and of all the parties to the said suit and of all other persons rightfully claiming or to claim the same, or any part thereof, by, from or under them, or either of them.

Subject to assessments, taxes, easements, conditions and restrictions of record and otherwise affecting the property.

TO HAVE AND TO HOLD, the said premises with its hereditaments, privileges and appurtenances unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, I, the said Marvin H. Dukes, III under and by virtue of the said Decree, have hereunto set my Hand and Seal at Beaufort, South Carolina this 28 day of Sept, 2016

Marvin H. Dukes, III
Master in Equity for Beaufort County

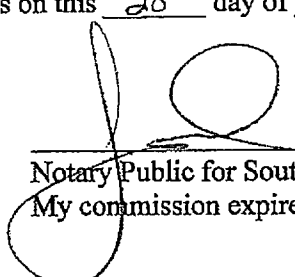
Sealed and Delivered in
the Presence of:

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

ACKNOWLEDGMENT
S.C. Code §30-5-30

I, Jared Browne, a Notary Public for the State of South Carolina, do hereby certify that Marvin H. Dukes, III, Master in Equity for Beaufort County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS our hands and seals on this 28th day of September, 2016.



Notary Public for South Carolina
My commission expires: March 6, 2017

Index by: Marvin H. Dukes, III, Master in Equity for Beaufort County

Titleholders(s) at filing of Lis Pendens: Sherry B. Quinn and Mark K. Quinn a/k/a Mark B. Quinn

Prepared by:

Rogers Townsend & Thomas, PC (sale/011847-03156)
P.O. Box 100200
Columbia, SC 29202-3200

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

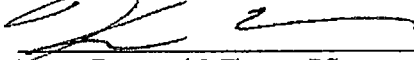
1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 32 River Marsh Lane, a/k/a 32 Rivermarsh Lane, Okatie, SC 29909, bearing Beaufort County Tax Map Number TMS# R600 015 00B 0156 0000, was transferred by Marvin H. Dukes, III, Master in Equity to Bank of New York Mellon, f/k/a The Bank of New York, as trustee, on behalf of the holders of the Alternative Loan Trust 2006-OA21, Mortgage Pass Through Certificates Series 2006-OA21 on September 28, 2016.
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 fee because (See Information Section of affidavit):
#13. Transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.

(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 .

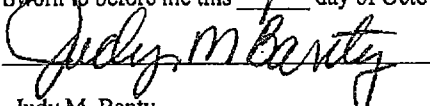
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____
 - (b) The fee is computed on the fair market value 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. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before 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	\$0.00
(b) Place the amount listed in item 5 above	0.00
(c) Subtract Line 6(b) from Line 6(a) and place the result here	\$0.00
7. The deed recording fee due based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.00
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Attorney for the Plaintiff, Case Number 13-CP-07-1767.
9. I understand that a person required to furnish this affidavit who willfully 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.



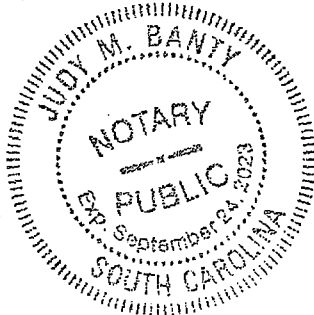
 Rogers Townsend & Thomas, PC
 ATTORNEYS FOR PLAINTIFF
 Robert P. Davis (SC Bar #74030), Robert.Davis@rti-law.com
 Andrew W. Montgomery (SC Bar #79893), Andrew.Montgomery@rti-law.com
 John J. Hearn (SC Bar # 6635), John.Hearn@rti-law.com
 Kevin T. Brown (SC Bar # 064236), Kevin.Brown@rti-law.com
 Jason D. Wyman (SC Bar # 100271), Jason.Wyman@rti-law.com
 Andrew M. Wilson (SC Bar# 72553), Andrew.Wilson@rti-law.com
 100 Executive Center Drive, Suite 201 Post Office Box 100200(29202)
 Columbia, SC 29210 (803) 744-4444

Sworn to before me this 7 day of October, 2016.



 Judy M. Banty
 (Printed Name)

Notary Public for South Carolina
My Commission Expires: 9/24/23



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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-07-1767

Bank of New York Mellon, f/k/a The Bank of New York, as trustee on behalf of the holders of the Alternative Loan Trust 2006-OA21, Mortgage Pass Through Certificates Series 2006-OA21

Sherry B. Quinn; Mark K. Quinn; The Callawassie Island Members Club, Inc.; Callawassie Island Property Owners Association, Inc.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Sean M. Foerster (SC Bar# 77466)
 Attorneys for the Plaintiff
 Rogers Townsend & Thomas, PC
 1221 Main Street, 14th Floor
 Post Office Box 100200
 Columbia, SC 29202
 (803) 744-1855
 sean.foerster@rtt-law.com

Louis H. Lang, Esq. (SC Bar # 03127)
 CALLISON TIGHE & ROBINSON, LLC
 1812 Lincoln St., Ste. 200
 Post Office Box 1390
 Columbia South Carolina 29202-1390
 (803) 404-6900
 louislang@callisontighe.com

Attorney for : Plaintiff Defendant
 or
 Self-Represented Litigant

2013 MAY 18 PM 9:35
 BEAUFORT COUNTY, S.C.
 DEPARTMENT OF COURT

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2/3 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

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.

case remaining open till cross-claim. 11

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		
		\$

EXHIBIT
 2

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

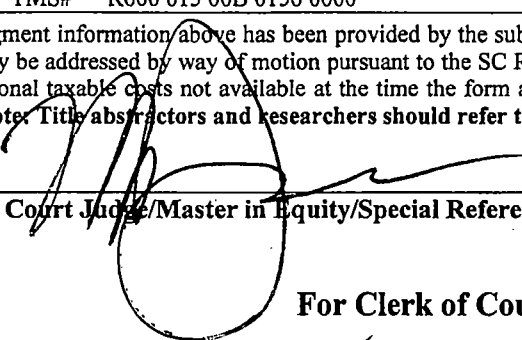
All that certain piece, parcel or lot of land situate, lying and being on Callawassie Island, Beaufort County, South Carolina and being designated as Lot 32, Phase 9B as more fully shown on a plat recorded in the ROD Office for Beaufort County, South Carolina in Plat Book 45 at Page 15. Said lot has such size, shape, dimensions and location as will more fully appear by reference to said plat.

This being the same property conveyed to Sherry B. Quinn and Mark B. Quinn by Deed of A. Lee Fritschler and Susan T. Fritschler dated October 17, 2001 and recorded October 23, 2001 in Book 01487 at Page 0982.

Property Address: 32 River Marsh Lane, a/k/a 32 Rivermarsh Lane
Okatie, SC 29909

TMS# R600 015 00B 0156 0000

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/Master in Equity/Special Referee

Judge Code

Date 3/18/16

For Clerk of Court Office Use Only

This judgment was entered on the 18 day of May, 2016 and a copy mailed first class or placed in the appropriate attorney's box on this 20 day of May, 2016 to attorneys of record or to parties (when appearing pro se) as follows:

Sean M. Foerster, Esquire
Rogers Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202-3400

Louis H. Lang, Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390

ATTORNEYS FOR THE PLAINTIFFS
(015122-00108 SMF)

Wm. Weston J. Newton, Esquire
Jones Simpson & Newton, P.A.
P. O. Box 1938
Bluffton, SC 29910

John W. Fletcher, Esquire
Barnwell Whaley Patterson & Helms, LLC
P. O. Drawer H
Charleston, SC 29402

ATTORNEYS FOR THE DEFENDANTS

Sherry B. Quinn
9328 Hallock Circle
Portase, MI 49002

Mark K. Quinn
9328 Hallock Circle
Portase, MI 49002


CLERK OF COURT

Court Reporter:

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Bank of New York Mellon, f/k/a The Bank of New York, as Trustee, on behalf of the holders of the Alternative Loan Trust 2006-OA21, Mortgage Pass Through Certificates Series 2006-OA21,

Plaintiff,

v.

Sherry B. Quinn; Mark K. Quinn; The Callawassie Island Members Club, Inc.; and Callawassie Island Property Owners Association, Inc.,

Defendants.

(15122-108 SMF)

Sean M. Foerster, Esquire
Louis H. Lang, Esquire
Attorneys for the Plaintiff

John W. Fletcher, Esquire
Attorneys for Defendant The Callawassie Island Members Club, Inc.

Wm. Weston J. Newton, Esquire
Attorneys for Defendant Callawassie Island Property Owners Association, Inc.

A hearing was held May 18, 2016, at 9:00 a.m. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT

1. Plaintiff filed the Lis Pendens, Summons, and Complaint on July 12, 2013.
2. Service was made upon all Defendants as shown by the proof of service filed herein.
3. Defendants Sherry B. Quinn and Mark K. Quinn are not in the Military Service of the United States of America as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 3901 *et seq.* as shown by affidavit, certificate, or order filed herein.

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2013-CP-07-1767

JUDGMENT OF FORECLOSURE
AND SALE
(Deficiency Judgment Waived)

2016 MAY 18 AM 9:35
JENNIFER JOSEPH
BEAUFORT COUNTY, S.C.
CLERK OF COURT

4. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-22-01 dated May 22, 2009, the Plaintiff set forth its belief in the Complaint that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program ("HAMP").

5. Plaintiff's attorney has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

6. All attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

7. As shown by the Certificate of Default and Non-Military Service filed herein on December 26, 2013, Defendants Sherry B. Quinn and Mark K. Quinn are in default for having failed to respond to the Complaint.

8. Defendant Callawassie Island Property Owners Association, Inc. ("CIPOA"), by and through its attorney, Wm. Weston J. Newton, Esquire, filed an Amended Answer and Cross-Claims, but did not contest any of the relief sought by Plaintiff. The CIPOA's cross-claims against Sherry B. Quinn and Mark K. Quinn for alleged unpaid homeowners' association assessments were not heard at the hearing on May 18 and are still pending for a subsequent hearing.

9. Defendant Callawassie Island Members Club, Inc. ("CIMC") filed an Answer and Counterclaims, which it amended on March 3, 2015. CIMC asserted two counterclaims against Plaintiff: 1) a counterclaim for a declaratory judgment that Plaintiff be required to purchase a golf membership from CIMC in the event it is the successful purchaser of the subject property at the foreclosure sale, and 2) a counterclaim alleging that its judgment lien against the interest of Mark K. Quinn in the subject property has priority over Plaintiff's mortgage lien.

10. Plaintiff timely replied to each of Callawassie Island Members Club, Inc.'s counterclaims.

11. By Order of April 1, 2015, the Court dismissed the first counterclaim without prejudice. Plaintiff and CIMC resolved the lien priority issue in the second counterclaim by way of a Stipulation of Enforceability and Priority of Mortgage and Corrective Mortgages filed herein. CIMC now acknowledges that its lien against the interest of Mark K. Quinn arising from civil action # 2012-CP-07-3216 is junior in priority to Plaintiff's mortgage lien against the subject property.

12. Defendants Mark K. Quinn and Sherry B. Quinn, for value, received, made, executed, and delivered a certain Adjustable Rate Note ("Note") dated September 5, 2006, promising thereby to pay to Plaintiff's predecessor the sum of \$395,500.00 with interest at 1.500% per annum. Other terms and conditions are stated in the Note, of record herein.

13. To better secure the payment of the Note described above, Defendants Sherry B. Quinn and Mark K. Quinn made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Lenders Investment Corp., its successors and assigns (MIN# 100266306071301681), a certain real estate Mortgage in writing, dated September 5, 2006, covering their real property in Beaufort County, which is the same as that described in the Complaint. This Mortgage was recorded on October 18, 2006, in the Office of the Register of Deeds for Beaufort County in Book 2460 at Page 2540. This Mortgage was subsequently assigned to Plaintiff by assignment dated September 14, 2011, and recorded on September 21, 2011, in the Office of the Register of Deeds for Beaufort County in Book 3085 at Page 1878. Defendants Sherry B. Quinn and Mark K. Quinn further made, executed, and delivered their certain Corrective Mortgage dated March 23, 2015, recorded in the Office of the ROD for Beaufort County on December 21, 2015, in Book 3450 at Page 1659.

14. The titleholders in and to the subject property as of the filing of the lis pendens in this action were Defendants Sherry B. Quinn and Mark K. Quinn.

15. Payment due on the Note was not made as provided for therein, and Plaintiff, as the holder or nominee for the holder thereof, elected to require immediate payment of the entire amount due thereon and placed the Note and Mortgage in the hands of the attorney herein for remedy by foreclosure.

16. The sum of \$19,912.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in

this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage, given the circumstances and complications that arose during this case. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

17. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Note, with interest at the rate provided in the Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Note and Mortgage, is as follows:

(a)	Principal due	\$410,082.88
(b)	Interest from October 1, 2010 @ 3.375%.....	\$66,732.33
	Interest from November 1, 2015 @ 3.5%.....	\$5,186.44
	Interest from April 1, 2016 to May 18, 2016 @ 3.625%.....	\$2,708.13
(c)	Escrow Advances.....	\$55,655.36
	(Hazard/Flood Insurance and County Taxes)	
(d)	Interest on Advance	\$726.89
(e)	Property Inspections.....	\$120.00
(f)	Costs collection prior to Hearing (service, filing, etc.)	\$1,456.25
(g)	Attorney's fee.....	\$19,912.00
	Foreclosure Fees paid	\$1,670.00
	Litigation Fees paid.....	\$13,754.50
	Litigation Fees incurred but not paid as of May 18, 2016	\$4,487.50
	TOTAL debt secured by Note and Mortgage, including interest to date shown	\$562,580.25

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 3.625% per annum (pursuant to the terms of the Note and purchase money first Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the purchase money first Mortgage through the date to which such interest is computed.

18. Plaintiff is seeking the usual foreclosure of the first priority lien and has expressly waived the right to a personal or deficiency judgment against the Defendant.

19. The following Defendants may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendants may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCF. The said Defendants and such liens or legal interests are as follows:

a. The Callawassie Island Members Club, Inc. by virtue of any lien enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions recorded herein, and any amendments thereto. Also including any other liens they may have, and also by virtue of civil action # 2012-CP-07-3216, filed September 13, 2012.

b. Callawassie Island Property Owners Association, Inc. by virtue of any lien enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions recorded herein, and any amendments thereto. Also including any other liens they may have. Also by virtue of that Repurchase Option retained by Callawassie Island Property Owners Association, Inc., in the Declaration of Covenants, Conditions, and Restrictions of record in Beaufort County. Said Repurchase Option is not applicable to the purchaser at the foreclosure sale as the Court is offering the subject property for sale and not the current owner.

IT IS THEREFORE ORDERED:

1. CIMC's judgment lien against the interest of Mark K. Quinn arising from civil action # 2012-CP-07-3216 is junior in priority to Plaintiff's mortgage lien against the subject property.

2. There is due on the Note and Mortgage set forth in the Complaint the sum of \$562,580.25 as set out in the Findings of Fact *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

3. 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 note rate per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

4. Plaintiff has fully complied with The South Carolina Supreme Court Administrative Orders 2009-05-22-01 dated May 22, 2009 and 2011-05-02-01 dated May 2, 2011, and the foreclosure action may proceed.

5. The Defendant liable for the aforesaid judgment debt of the Note and Mortgage including interest at the rate of 3.625% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

6. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or other court-appointed or designated agent or auctioneer at public auction at the Beaufort County Courthouse, in the City of Beaufort, and State of South Carolina on a sales day determined by the below signed Master in Equity, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to 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 and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the note rate of 3.625%.

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

d. Purchaser shall 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 the satisfaction of mortgage, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in

Equity.

7. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of the sale and compliance with the bid may be made immediately.

8. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, SCRCF, prior to sale.

9. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity or Special Referee 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.

10. In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the same terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

11. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus 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.

12. 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 sale and to any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including a reasonable attorney fee) 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.

13. In the event the successful purchaser is someone other than the Defendant in possession of the subject property and a Writ of Assistance is presented to the Court after said Deed is properly recorded in the ROD Office for Beaufort County, the Sheriff of Beaufort

County is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful purchaser or his assigns in full, quiet, and peaceable possession of said property within a reasonable time, and to place said successful purchaser or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

14. In the event the successful purchaser is other than the Defendant in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

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

16. In accordance with Rule 77(d), SCRPC, 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 in this action.

17. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register Mesne Conveyance is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

18. 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.

19. The following is a description of the property herein ordered to be sold:

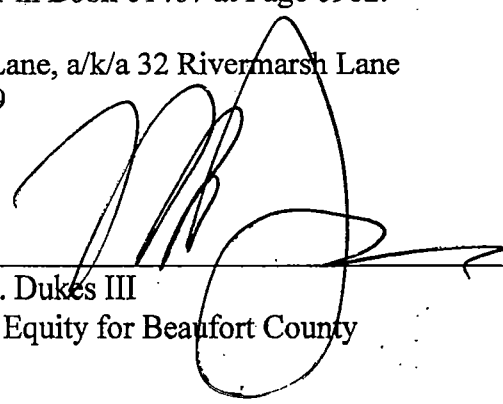
All that certain piece, parcel or lot of land situate, lying and being on Callawassie Island, Beaufort County, South Carolina and being designated as Lot 32, Phase 9B as more fully shown on a plat recorded in the ROD Office for Beaufort County, South Carolina in Plat Book 45 at Page 15.

Said lot has such size, shape, dimensions and location as will more fully appear by reference to said plat.

This being the same property conveyed to Sherry B. Quinn and Mark B. Quinn by Deed of A. Lee Fritschler and Susan T. Fritschler dated October 17, 2001 and recorded October 23, 2001 in Book 01487 at Page 0982.

Property Address: 32 River Marsh Lane, a/k/a 32 Rivermarsh Lane
Okatie, SC 29909

TMS# R600 015 00B 0156 0000



Marvin H. Dukes III
Master in Equity for Beaufort County

5 / 18 , 2016

NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: Bank of New York Mellon, f/k/a The Bank of New York, as trustee on behalf of the holders of the Alternative Loan Trust 2006-OA21, Mortgage Pass Through Certificates Series 2006-OA21 vs. Sherry B. Quinn; Mark K. Quinn; The Callawassie Island Members Club, Inc.; Callawassie Island Property Owners Association, Inc., C/A No. 2013-CP-07-1767, The following property will be sold on July 5, 2016, at 11:00 AM at the Beaufort County Courthouse to the highest bidder:

All that certain piece, parcel or lot of land situate, lying and being on Callawassie Island, Beaufort County, South Carolina and being designated as Lot 32, Phase 9B as more fully shown on a plat recorded in the ROD Office for Beaufort County, South Carolina in Plat Book 45 at Page 15. Said lot has such size, shape, dimensions and location as will more fully appear by reference to said plat.

Derivation: This being the same property conveyed to Sherry B. Quinn and Mark B. Quinn by Deed of A. Lee Fritschler and Susan T. Fritschler dated October 17, 2001 and recorded October 23, 2001 in Book 01487 at Page 0982.

TMS: R600 015 00B 0156 0000

Property Address: 32 River Marsh Lane, a/k/a 32 Rivermarsh Lane, Okatie, SC 29909

SUBJECT TO ASSESSMENTS, BEAUFORT AD VALOREM TAXES, EASEMENTS AND/OR, RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit on the day of sale or fails or refuses to comply with the bid within 30 days, then the property will be resold at the bidder's risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the balance of the bid after the deposit is applied from date of sale to date of compliance with the bid at the rate of 3.625% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Beaufort County Clerk of Court at C/A #2013-CP-07-1767.

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.

John J. Hearn, Esq.
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 744-4444

Website: www.rtt-law.com (see link to Resources/Foreclosure Sales)

Marvin H. Dukes, III
Master in Equity for
Beaufort County

2016 JAN 18 AM 9:35
MARVIN H. DUKES, III
CLERK OF COURT
BEAUFORT COUNTY, S.C.

hb2.580.25

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

MAY 01 2019

APPEAL FROM BEAUFORT COUNTY
In the Court of Common Pleas for the Fourteenth Judicial Circuit

SC Court of Appeals

J. Ernest Kinard, Jr., Circuit Court Judge

Appellate Case No. 2015-00003
Lower Court Case No. 2012-CP-07-03216

The Callawassie Island Members Club, Inc. Respondent,

v.

Mark K. Quinn and Sherry B. Quinn.....Defendants.

Of whom Mark K. Quinn isAppellant.

PROOF OF SERVICE

I certify that I have served the Motion to Supplement the Record on Appeal on all counsel of record by depositing a copy of it in the United States Mail, postage prepaid, on April 30, 2019, addressed to their attorneys of record:

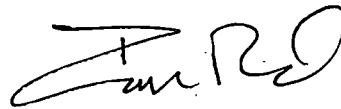
Stephen P. Hughes, Esq.
Howell, Gibson and Hughes
P.O. Box 40
Beaufort, SC 29901

M. Dawes Cooke, Jr., Esq.
John Fletcher, Esq.
Bradley B. Baniyas, Esq.
Barnwell Whaley Patterson & Helms, LLC
P.O. Drawer H
Charleston, SC 29402

Andrew F. Lindemann, Esq.
Lindemann, Davis, & Hughes, P.A.
Post Office Box 6923
Columbia, South Carolina 29260

James Andrew Yoho, Esq.
40 Calhoun Street, Ste 400
Charleston, SC 29401

FORD WALLACE THOMSON LLC

A handwritten signature in black ink, appearing to read "Ian S. Ford". The signature is stylized and written in a cursive-like font.

Ian S. Ford, Esq.
Neil D. Thomson, Esq.
Ainsley F. Tillman, Esq.
715 King Street
Charleston, SC 29403
T. 843.277.2011

Attorneys for Appellants

FORD WALLACE THOMSON LLC

ATTORNEYS AT LAW

April 30, 2019

VIA FEDERAL EXPRESS; OVERNIGHT DELIVERY

The Honorable Jenny Abbot Kitchings
SC Court of Appeals
Attention: Elizabeth
1220 Senate Street
Columbia, SC 29201

RECEIVED
MAY 01 2019
SC Court of Appeals

Re: *The Callawassie Island Members Club Inc. vs. Mark K. Quinn*
Beaufort County Case No.: 2012-CP-07-03216
SC Court of Appeals Case No.: 2015-000003

Dear Elizabeth:

Enclosed for filing please find the original and six copies of the Motion to Supplement Record on Appeal along with a Proof of Service in the above-referenced matters.

I would appreciate your filing the same and returning a filed copy to me with the enclosed postage pre-paid Federal Express package provided for your convenience.

Thank you in advance for your assistance with this matter. Should you have any questions or concerns, please do not hesitate to contact my office.

With kind regards, I am,

Very truly yours,



Ian S. Ford
Neil D. Thomson
Ainsley F. Tillman

ISF/smb
Enc. - as stated

cc: All Counsel of Record

ORIGIN ID:RBWA (843) 277-2011
SANDIE BROYLES
FORD WALLACE THOMSON LLC
715 KING STREET

SHIP DATE: 30APR19
ACTWGT: 0.30 LB
CAD: 104624353/INET4100

CHARLESTON, SC 29403
UNITED STATES US

BILL SENDER

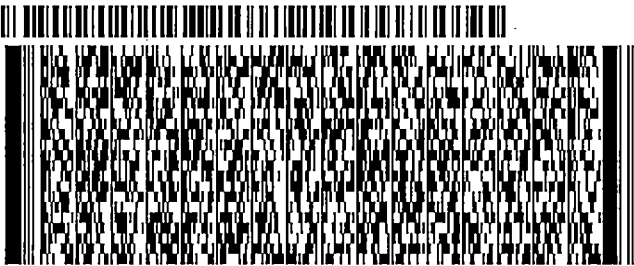
TO **JENNY ABBOTT KITCHINGS, CLERK**
SC COURT OF APPEALS
1015 SUMTER STREET
SUITE 100
COLUMBIA SC 29201

(803) 734-1890
INV:
PO:

REF: CALLAWASSIE 602 596 589
DEPT:

555J11D66C123AD

FedEx Ship Manager - Print Your Label(s)



FedEx
Express



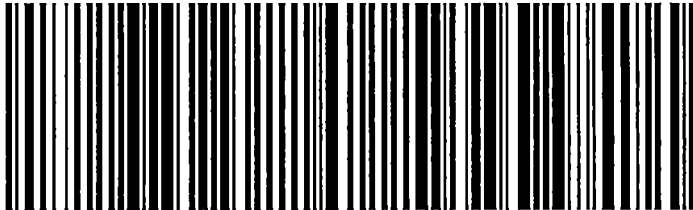
J191131010701uz

WED - 01 MAY 10:30A
PRIORITY OVERNIGHT

TRK#
0201 7750 9791 8680

28 USCA

29201
SC-US CAE



RECEIVED

MAY 01 2019

SC Court of Appeals

4/30/2019