

IN THE SOUTH CAROLINA COURT OF APPEALS

TM PROPERTIES, LLC, RESPONDENT

v.

ANTHONY BERNARD BURNSIDE, APPELLANT

Appellate Case NO. 2018-002059

RECEIVED

JUN 11 2019

SC Court of Appeals

APPELLANT'S RECORD ON APPEAL

Anthony Bernard Burnside

Anthony Bernard Burnside
10367 Highway 101 - South
Gray Court, South Carolina 29645
June 11, 2019

CC:
Thomas J. Thompson, Esquire
File

STATE OF SOUTH CAROLINA
IN THE SOUTH CAROLINA COURT OF APPEALS

APPEAL FROM LAURENS COUNTY COURT OF COMMON PLEAS
HONORABLE W. REID COX, Jr., SPECIAL REFEREE

CASE NO. 2018-002059

TM PROPERTIES, LLC

v.

ANTHONY BERNARD BURNSIDE

RECEIVED

JUN 11 2019

SC Court of Appeals

RESPONDENT

APPELLANT

APPELLANT'S RECORD ON APPEAL

1. Affidavit of Service Upon Respondent
2. Appellant's Request for Extension
3. Brief of Appellant
4. Complaint
5. Initial Brief of Respondent
6. Letter of Hearing
7. Lis Pendens
8. Mortgage Note
9. Notice of Sale
10. Notice of Sale (Amended)
11. Order of Foreclosure
12. Order of Reference
13. Real Estate Mortgage
14. Proof of Service

The Appellant do hereby certify that Appellant's Record on Appeal contains all relevant material.

Laurens, South Carolina
June 10, 2019

Sl Anthony Bernard Burnside

Anthony Bernard Burnside
10367 Highway 101 - South
Gray Court, South Carolina 29645
June 11, 2019

#1

CERTIFICATE OF SERVICE UPON RESPONDENT

The State of South Carolina in the Court of Appeals
APPEAL FROM LAURENS COUNTY COURT OF COMMON PLEAS

THE HONORABLE - W. REID COX, JR.,
MASTER IN EQUITY/SPECIAL REFEREE

APPELLATE CASE NO. 2018-002059

T.M. PROPERTIES, LLC.,
Respondent,

V.

ANTHONY BERNARD BURNSIDE,
Appellant.

BRIEF OF THE APPELLANT

CERTIFICATE OF SERVICE

I, ANTHONY BERNARD BURNSIDE, do hereby certify that a true copy of the - BRIEF OF THE APPELLANT- in the above reference case has been served on, THOMAS J. THOMPSON, ESQUIRE, Post Office Box #215, Laurens, SC 29360 - on this 13TH of December, 2018.

Respectfully Submitted,

SI Anthony Bernard Burnside

Anthony Bernard Burnside
10367 Highway 101, South
Gray Court, SC 29645

Sworn to and subscribed before me
this 13th day of December, 2018.

Mark J. Rice

Notary Public for South Carolina
My Commission expires: 11/16/2021

#2

APPELLANT'S REQUEST FOR EXTENSION

The State of South Carolina in the Court of Appeals

Appeal from Laurens County Court of Common Pleas

SPECIAL REFEREE - REID COX, JR.,
2018 - 002059

ANTHONY B. BURNSIDE, DEFENDANT

V.

TM PROPERTIES, LLC, PLAINTIFF

RECEIVED

DEC 04 2018

SC Court of Appeals

“REQUEST FOR EXTENSION”

ANTHONY B. BURNSIDE
10367 HIGHWAY #101, SOUTH
GRAY COURT, SOUTH CAROLINA 29645
PRO-SE DEFENDANT

THOMAS J. THOMPSON
210 WEST LAURENS STREET
POST OFFICE BOX #215
LAURENS, SOUTH CAROLINA 29360
ATTORNEY FOR PLAINTIFF

LYNN W. LANCASTER
2018 DEC -3 PM 4: 04
LAURENS COUNTY
CLERK OF COURT

State of South Carolina)
County of Laurens)

Anthony B. Burnside,)
Defendant)

V.)

TM Properties, LLC.,)
Plaintiff)

Appeal From Laurens County
In the South Carolina Court of Appeals

C/A#: 2018-002059

DEFENDANT'S REQUEST
FOR
EXTENSION OF TIME
FOR
GOOD CAUSE SHOWN

Now moves the defendant in the above captioned matter before the South Carolina Court of Appeals, requesting an extension of ten (10) days, additionally.

The requested additional ten (10) days are requested due to the defendant waiting on additional documents to arrive by mail that were requested from Laurens County Clerk of Court's Office.

Additionally, the defendant requests the ten (10) day extension in order to assemble the brief, exhibits, and documents, relevant to the defendant's appeal.

Conclusion

Wherefore the defendant in this requested extension of ten (10) days, do solemnly pray that this court grant the requested extension of ten (10) days.

Respectfully requested and submitted,

SI Anthony B. Burnside

Anthony B. Burnside
10367 Highway #101, South
Gray Court, South Carolina, 29645

LAURENS COUNTY
CLERK OF COURT
2018 DEC -3 PM 4:05
LYNN W. LANCASTER

#3

BRIEF OF APPELLANT

The State of South Carolina - in the Court of Appeals

APPEAL FROM LAURENS COUNTY COURT OF COMMON PLEAS

THE HONORABLE - W. REID COX, JR.,
MASTER IN EQUITY/SPECIAL REFEREE

APPELLATE CASE NO. 2018-002059

T.M. PROPERTIES, LLC.,
RESPONDENT,

V.

ANTHONY BERNARD BURNSIDE,
APPELLANT.

BRIEF OF THE APPELLANT

ANTHONY BERNARD BURNSIDE
10367 HIGHWAY 101, SOUTH
GRAY COURT, SC 29645

THOMAS J. THOMPSON, ESQUIRE
POST OFFICE BOX# 215
LAURENS, SC 29360

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RULE - 53, SOUTH CAROLINA RULES OF CIVIL PROCEDURE

SOUTH CAROLINA CODE ANN., SECTION 30-9-31, (1991):

RULE - 71 (C), SOUTH CAROLINA RULES OF CIVIL PROCEDURE

ISSUE ON APPEAL

1. WHETHER THE SPECIAL REFEREE CORRECTLY ENTERED A FINAL ORDER OF JUDGEMENT - WHERE THE DEFENDANT WAS NOT ALLOWED TO SPEAK OR PRESENT EVIDENCE AT THE NOVEMBER 08, 2018, HEARING FOR FORECLOSURE PROCEEDINGS?

STATEMENT OF THE CASE

THE DEFENDANT IN THIS MATTER AGREED TO PURCHASE PROPERTY FROM - T.M. PROPRIETIES, LLC., 10367 HIGHWAY 101 SOUTH, GRAY COURT, SC 29645. THE SAID PROPERTY PURCHASED FROM - T.M. PROPRIETIES, IS LOCATED ONE AND ONE-HALF MILES WEST OF GRAY COURT, SC (DIALS TOWNSHIP); LAURENS, SOUTH CAROLINA.

ARGUMENT - I

Pursuant to Rule - 53, of the South Carolina Rules of Civil Procedure, the above entitled matter was referred to the Special Referee to make appropriate findings of fact and conclusions of law with authority to enter a final judgement in the cause. The defendant now appeals to the South Carolina Court of Appeals - then Final Judgement (ORDER OF FORECLOSURE).

The Defendant, ANTHONY B. BURNSIDE, in this matter asserts the special referee incorrectly entered and "ORDER OF FORECLOSURE" based on the ten (10) minute hearing, without hearing the full facts of the matter from the side of the Defendant; November 9, 2018.

The defendant further asserts, the hearing was based on the erroneous facts presented by the Plaintiff's Attorney. The Defendant asserts the hearing was not in compliance with the rules of the South Carolina Rules of Civil Procedure, as warranted.

The Defendant avers at the said hearing, the Defendant was NOT allowed to address any of the issues that were to be addressed at the said hearing, and was barred from presenting a defense.

The Defendant was also prejudiced as a result of the said hearing being biased, and totally one sided. The Defendant notices this Court of Appeals, the hearing held on November 9, 2018, was PREDETERMINED. SEE - EXHIBIT "A", PARAGRAPH # 4.

The Defendant further contends - the Clerk of Court, for the County of LAURENS, issued an "ORDER OF REFERENCE", on October 12, 2018. In the Clerk's - ORDER OF REFERENCE, Paragraph #2; states:

IT IS HEREBY ORDERED, THAT THIS ACTION IS REFERRED TO
W. REID COX, JR., AS SPECIAL REFEREE TO TAKE TESTIMONY
AND TO DIRECT ENTRY OF FINAL JUDGMENT IN THIS ACTION
UNDER - RULE 53 (B), SCRPC, AND ALL MATTERS ARISING FROM
OR REASONABLY RELATED TO SUCH ACTION.
SEE - EXHIBIT - "B"

The applicant asserts - The Clerk of Court's Order was blatantly ignored, and intentionally violated. There was NO testimony taken, and the Special Referee's ORDER OF FORECLOSURE, does not reflect any testimony from the Defendant. SEE - EXHIBIT "C".

No testimony was taken from the Defendant at the said hearing. The special Referee blatantly "LIED" on the ORDER OF FORECLOSURE; as there was no testimony from the Defendant taken, and no testimony from the Defendant was ever solicited from the Defendant by the Plaintiff's Attorney, nor the Special Referee.

The Defendant, again, asserts - the Defendant was barred from presenting testimony at the said hearing, and there is no evidence to dispute Defendant's claims.

Furthermore, in the Special Referee's - ORDER OF FORECLOSURE - PAGE #1, PARAGRAPH - 3, the Special Referee, emphatically stated:

TESTIMONY WAS TAKEN AND AFFIDAVITS WERE SUBMITTED,
AND FROM SAME AND OTHER EVIDENCE, I FIND, CONCLUDE,
AND ORDER AS FOLLOWS:

The Defendant in this matter asserts, there were NO affidavits submitted at the hearing, NO testimony, and NO other evidence presented by the Defendant, at said hearing. Therefore, RULE - 53, SOUTH CAROLINA CODE ANN., SECTION 30-9-31, (1991), all of the RULES OF CIVIL PROCEDURE, were not adhered to, and a VALID - "FINDING OF FACT", could NOT be entered pursuant to the rules.

Futhermore, a FINAL JUDGMENT ORDER, should not have been entered in this action because, there was NO valid hearing held in the above matter.

CONCLUSION

Wherefore, the Appellant in this matter solemnly pray that this Honorable - Court of Appeals, grant the relief sought by vacating and setting aside the previous biased hearing of November 08, 2018; thus instructing the Clerk of Court, for Laurens County, to enter a new "ORDER OF REFERENCE", in conjunction with a new non-biased hearing.

Respectfully Submitted,

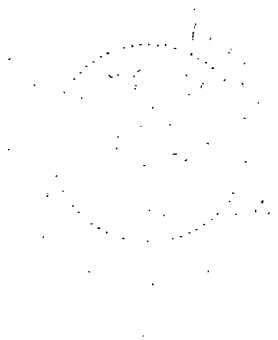
SI Anthony Bernard Burnside

Anthony Bernard Burnside
10367 Highway 101 , South
Gray Court, SC 29645

Sworn to and subscribed before me
this 13th day of December, 2018.

Mark J. Rice

Notary Public for South Carolina
My Commission expires: 11/16/2021



#4

COMPLAINT

STATE OF SOUTH CAROLINA
COUNTY OF LAURENS

IN THE COURT OF COMMON PLEAS

TM Properties, LLC,

Plaintiff,

vs.

COMPLAINT

Defendants.

The Plaintiff, above named, would respectfully show unto the Court:

1. Plaintiff is a limited liability company organized and existing under the laws of the State of South Carolina with a principal place of business located in the County of Laurens, State of South Carolina.
2. Defendant, Anthony Bernard Burnside, hereinafter referred to as "Burnside," on information and belief, is a citizen and resident of the County of Laurens, State of South Carolina.
3. The real property which is the subject matter of the within action is located in the County of Laurens, State of South Carolina, and being more particularly designed as Lot #7, Property #2, fronting on Highway 101, and is the identical property conveyed to Burnside by deed recorded in the Office of the Clerk of Court for Laurens County, South Carolina, on September 10, 2013, in Deed Book 1132 at Page 172, Tax Map No. 159-00-00-031, herein referred to as "Property," and a full and complete description is set forth on Exhibit A, attached hereto and made a part hereof.
4. That under date of September 6, 2013, Burnside, for value received, executed and delivered to Plaintiff his promissory note in writing in the principal amount of \$43,000.00, said promissory note being incorporated herein by reference.
5. Said promissory note provides that if default be made in the payment of any installment, then the entire principal and accrued interest shall immediately become due and payable at the option of Plaintiff; that said promissory note further provides that in the event legal proceedings be instituted for the foreclosure of same and the mortgage securing the debt, hereinafter referred to, then in such event, all costs of collection, including attorney's fees, shall be paid by Burnside, and such amounts shall be collected under the terms of said promissory note and mortgage.
6. On September 6, 2013, in order to further secure said promissory note, Burnside executed and delivered to Plaintiff his purchase money mortgage, under and by the terms of which he conveyed to Plaintiff, by way of mortgage, the real property described in the mortgage and in Exhibit A.
7. The mortgage, described in paragraph 6, above, was duly recorded on September 10, 2013, in the Office of the Clerk of Court for Laurens County, South Carolina in Mortgage Book M2114 at Pages 237-239, said mortgage being incorporated herein by reference.
8. The above mentioned promissory note, purchase money mortgage, and assignment are hereinafter referred to as "Loan Instruments."

9. Plaintiff provided a right to cure to Burnside on or about June 26, 2018; however, Burnside failed to respond.

10. Plaintiff is the owner and holder of the Loan Instruments; that the terms and conditions of the same have been broken in that the payments provided for therein have not been paid in accordance with the terms set forth therein; that demand for payment has been made and refused; and that Plaintiff has exercised and does exercise its option, as provided for in the Loan Instruments, to declare the entire amount evidenced by the same, to include attorney's fees and court costs, to be immediately due and payable.

11. As to the Loan Instruments as of July 30, 2018, the amount due Plaintiff as to the said Loan Instruments was \$42,447.04, together with interest after that date at the rate of 11.9 percent per annum.

12. On information and belief, Burnside is not a member of the Armed Services of the United States as of the date hereof.

13. Plaintiff is informed and believes it is entitled to a reasonable attorney's fee in this matter as specified in the Loan Instruments.

14. The subject mortgage loan is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac and is not subject to modification under the HMP.

15. Plaintiff is informed and believes that it is entitled to an order of the Court wherein the Loan Instruments be foreclosed and the mortgaged premises be sold according to law, and the proceeds applied as below set forth, and Plaintiff waives any rights to a deficiency judgment.

WHEREFORE, Plaintiff prays as follows:

1. The amount due under the terms of the Loan Instruments, to include interest, attorney's fees, and court costs, to be ascertained and determined by this Court and that said Loan Instruments be foreclosed.

2. That Property be sold and the proceeds of sale be applied as follows: First, to the cost and expense of this action, to include reasonable attorney's fees and the cost and expenses of the within foreclosure action and sale; second, to the payment of any unpaid and owing real property taxes; third, to the payment of the amount due Plaintiff with respect to the Loan Instruments, above mentioned, and the surplus, if any, paid out according to Rule 71(c) SCCRP.

3. That all right, title, interest, and equity of redemption of all parties and persons holding or claiming by, through, or under any of them, in and to Property be forever barred.

4. The Plaintiff be awarded such other and further relief as may be just and proper under the circumstances.

TOWNSEND & THOMPSON
Registered Limited Liability Partnership
Attorneys for the Plaintiff

s/Thomas J. Thompson
Thomas J. Thompson, SC Bar No. 5557
210 West Laurens Street
Post Office Box 215
Laurens, SC 29360
Telephone: (864) 984-6554

Laurens, South Carolina
August 3, 2018

#5

INITIAL BRIEF OF RESPONDENT

STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM LAURENS COUNTY COURT OF COMMON PLEAS

The Honorable W. Reid Cox, Jr., Special Referee

Case No. 2018-002059

TM Properties, LLC..... Respondent,

v.

Anthony Bernard Burnside..... Appellant.

INITIAL BRIEF OF RESPONDENT

Thomas J. Thompson
TOWNSEND & THOMPSON
Registered Limited Liability Partnership
Post Office Box 215
Laurens, South Carolina 29360
(864) 984-6554
Attorney for Respondent

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STATEMENT OF CASE

Respondent by Deed dated December 6, 2013 conveyed Appellant a parcel of real estate, namely, 10367 Highway 101 South, Gray Court, South Carolina 29645 located in Laurens County, South Carolina, hereinafter referred to as "Property", the Deed was recorded in the Office of the Clerk of Court for Laurens County, South Carolina (Clerk's Office) on September 10, 2013 in Book D1132 at Pages 172-175. (Record Page ___)

Respondent financed the entire purchase price of Property, namely, \$47,000.00 and in connection therewith Appellant executed and delivered to Respondent a Promissory Note and Purchase Money Mortgage dated September 6, 2013 and the Mortgage was recorded in the Clerk's Office on September 10, 2013 in Book M2114 at Pages 237-239. (Record Page ___)

Respondent failed to pay the Promissory Note according to its terms and Respondent mailed a "Cure" letter to Appellant on or about June 26, 2018 addressed to 10367 Highway 101 South, Gray Court, South Carolina 29645. The "Cure" letter stated, *inter alia*, that Appellant could bring the subject account current by paying \$6,465.09 by July 27, 2018.

Appellant at some point prior to August of 2018 vacated or leased Property to a third party and Respondent was informed that Appellant had moved in to a residence owned by his mother with an address of 369 Westcliff Drive, Laurens, South Carolina.

Appellant did not respond to the Cure letter and consequently Respondent filed a foreclosure action on or about August 6, 2018 consisting of a Lis Pendens, Summons and Complaint (pleadings) and a copy of the pleadings was served on Appellant August 13, 2018 pursuant to Rule 4(d) SCRCF.

Appellant timely filed and served a Return to Respondent's pleadings. (Record Page ___)

The matter was referred to W. Reid Cox, Jr., Esquire as Special Referee pursuant to Rule 53(b) SCRCF by Order dated and filed October 12, 2018. (Record Page ___)

Appellant was advised in writing of the day, time and place of the hearing before the Special Referee by letters addressed to Appellant at 369 Westcliff Drive, Laurens, South Carolina and 10367 Highway 101 South, Gray Court, South Carolina.

The matter came on to be heard by the Special Referee on November 8, 2018 at Laurens, South Carolina. The hearing was attended by Appellant and Respondent's attorney.

The Special Referee considered Appellant's Return, which raised three (3) arguments, namely, 1. He suffered a prejudice by not being served with the pleadings at the property address; 2. He was not accorded a thirty day grace period; and 3. He did not receive Appellant's Cure letter.

Appellants initial point, he was not served at the Property address, was understood by the Special Referee to be a challenge to the Court's in personam jurisdiction over the person of the Appellant.

After the jurisdiction point was raised by Appellant and his Return, Respondent moved to dismiss this challenge because Appellant made a general appearance and did not make a special appearance to contest the Court's in personam jurisdiction.

The Court granted Appellant's motion.

Thereafter the Special Referee reviewed the record which consisted of Respondent's Pleadings, Appellant's Return, Affidavit of Service, Respondent's Affidavit of Testimony, Respondent's Affidavit of Non-military service, Respondent's Affidavit for Attorney's fees, Promissory Note and Mortgage dated September 6, 2013. (Record Page ___)

Thereafter the Special Referee issued an Order of Foreclosure dated October (sic) 9, 2018, Notice of Sale dated October (sic) 9, 2018 and an Amended Notice of Sale dated November 11, 2018. (Record Page ___)

Appellant filed a Notice of Intent to Appeal with the lower Court on or about December 27, 2018.

Appellant filed and serviced a Notice of Intention to Appeal with this Court on or about November 16, 2018 and December 27, 2018.

Appellant filed and served his Initial Brief with this Court on December 13, 2018 and December 27, 2018.

Appellant filed and served his Designation of Matter to be included in the Record on Appeal with this Court on or about January 22, 2019.

- I. SHOULD THE SPECIAL REFEREE'S ORDER OF FORECLOSURE DATED OCTOBER 9, 2018 BE REVERSED BECAUSE APPELLANT WAS NOT ALLOWED TO PRESENT HIS CASE AND/OR EVIDENCE AT THE NOVEMBER 8, 2018 HEARING?

ARGUMENT

Appellant asserts the Special Referee incorrectly entered an Order of Foreclosure based on a ten (10) minute hearing without hearing the full facts of the matter from the Appellant.

The record on Appeal fails to disclose the length of the hearing and fails to contain any evidence that the Appellant was prohibited from presenting his case to the Special Referee and/or the arguments as set forth in his Return.

Appellant further asserts the hearing was based on erroneous facts presented by the Respondent's attorney and that the hearing was not in compliance with the provisions of SCRCF.

Appellant fails to identify any alleged erroneous facts presented by the Respondent nor does Appellant point with any specificity as to a violation of the SCRCF rules.

Appellant asserts he was not allowed to address any of the issues and was barred from presenting a defense in the hearing before the Special Referee.

The Record on Appeal fails to disclose that Appellant was not allowed to address any of the

issues and/or he was barred from presenting a defense.

Appellant also asserts that the hearing before the Special Referee was bias and its result predetermined based on a letter from Respondent's attorney to Appellant.

Record on Appeal fails to disclose that the hearing in any way was bias in favor of either party or one sided.

Further the letter referred to by the Appellant was a form letter sent by Respondent's attorney to Appellant and was not made a part of the record in the lower Court.

Appellant further asserts that the Order of Reference was ignored and violated in that no testimony was taken and does not reflect any testimony from the Defendant.

Record on Appeal fails to disclose any evidence that the Order of Reference was ignored or violated and further the Order of Foreclosure reflects that the Court took testimony from both parties, and there is nothing in the Record on Appeal to the contrary.

Appellant further asserts that there were no affidavit's submitted at the hearing.

Respondent would direct the Court to view the Record on Appeal wherein there are three (3) Affidavits. (Record Page ___)

Appellant's final assertion is there was no valid hearing in the matter.

Respondent assumes that Appellant is questioning the Court's jurisdiction by this last assignment or error.

It is elementary that a voluntary appearance by Defendant (Appellant) with nothing more is equivalent to person service. Rule 4(d) SCRCPP.

A review of the Affidavit of Service unequivocally indicates Appellant was served with the pleadings pursuant to Rule 4(d)(I) SCRCPP. (Record Page ___)

Further, if Appellant objected to the Court's lack of jurisdiction over his person due to improper service of process, same was waived. Rule 12(h) SCRCPP.

Our Courts have held that a Court obtain personal jurisdiction by the service of the Summons and Complaint, it may also obtain personal jurisdiction if the Appellant makes a voluntary appearance. Ex Parte Cannon 385 S.C. 643, 685 S.C.2d 814 (App. 2009).

See Matter of Estate of Kay 418 S.C. 400, 792 S.C.2d 907 (App. 2016) where the following language is found ***We hold any purported defects in notice were waived at the hearing when the parties acknowledged the issues before the court and proceeded with the hearing.*** (“A general appearance constitutes the voluntary submission to the jurisdiction of the Court and waives any defects and any irregularities in the service of process”). See also Connell v. Connell 249 S.C 162, 153 S.C.2d 396.

Respondent in its Designation of Matter to be included in the record on Appeal has presented the Court with Respondent’s pleadings, Appellant’s Return, Respondent’s submissions to the Special Referee, and the Special Referee’s Order of Foreclosure and Notices of Sale and same support the lower Court’s Order and refute the arguments of Appellant. (Record Page ___)

Respondent requests the Court affirm the lower Courts Order pursuant to Rule 220(c) SCACR for the reasons set forth below.

Respondent asserts that the within Appeal should be summarily dismissed as the Appellant failed to comply with Rule 207(a)(I) SCACR, as this Court without a Transcript or Return has no record to determine whether or not the lower Court erred.

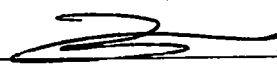
Respondent further seeks summary dismissal of the within Appeal as Appellant’s Brief violates Rule 208(b)(I)(B) SCACR.

See also collection of cases 15 SCD 2d Section 497(1).

CONCLUSION

For the reasons stated, the Court should affirm the Judgement of the Special Referee.

Respectfully submitted,



Thomas J. Thompson
TOWNSEND & THOMPSON
Registered Limited Liability Partnership
Post Office Box 215
Laurens, South Carolina 29360
(864) 984-6554

ATTORNEY FOR RESPONDENT

Laurens, South Carolina
February 14th, 2019

STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM LAURENS COUNTY COURT OF COMMON PLEAS


The Honorable W. Reid Cox, Jr., Special Referee

Case No. 2018-002059

TM Properties, LLC..... Respondent,
v.
Anthony Bernard Burnside..... Appellant.

CERTIFICATION OF COMPLIANCE WITH RULE 209, SCRAP

The undersigned hereby certifies that his Designation of Matter to be Included on Appeal contains no materials which are irrelevant to the appeal.



Thomas J. Thompson
TOWNSEND & THOMPSON
Registered Limited Liability Partnership
Post Office Box 215
Laurens, South Carolina 29360
(864) 984-6554
Attorney for Respondent

STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM LAURENS COUNTY COURT OF COMMON PLEAS

The Honorable W. Reid Cox, Special Referee

Case No. 2018-002059

TM Properties, LLC..... Respondent,

v.

Anthony Bernard Burnside..... Appellant.


DESIGNATION OF MATTER
TO BE INCLUDED IN THE RECORD ON APPEAL

Respondent proposes the following be included in the Record on Appeal:

1. Lis Pendens dated August 2, 2018;
2. Summons dated August 3, 2018;
3. Complaint dated August 3, 2018;
4. Affidavit of Service Upon Appellant;
5. Appellant's Return undated;
6. Deed from Respondent to Appellant dated September 6, 2013;
7. Promissory Note from Appellant to Respondent dated September 6, 2013;
8. Purchase Money Mortgage from Appellant to Respondent dated August 6, 2013 ;
9. Order of Reference dated October 12, 2018;
10. Affidavit of Non-military Service dated November 8, 2018;
11. Affidavit for Attorney's Fees dated November 8, 2018;
12. Affidavit of Testimony dated October 8, 2018;
13. Order of Foreclosure dated October 9, 2018;
14. Notice of Sale dated October 9, 2018;
15. Amended Notice of Sale dated November 11, 2018
16. Certificate of Respondent.

I certify that this designation contains no matter which is irrelevant to this appeal.

Laurens, South Carolina
February 14th, 2019


Thomas J. Thompson
TOWNSEND & THOMPSON
Registered Limited Liability Partnership
Post Office Box 215
Laurens, South Carolina 29360
(864) 984-6554
Attorney for Respondent

STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM LAURENS COUNTY COURT OF COMMON PLEAS

The Honorable W. Reid Cox, Jr., Special Referee

Case No. 2018-002059

TM Properties, LLC..... Respondent,


v.

Anthony Bernard Burnside..... Appellant.

PROOF OF SERVICE

I certify that I have served the INITIAL BRIEF OF RESPONDENT AND RESPONDENT'S DESIGNATION OF MATTER TO BE INCLUDED ON THE RECORD ON APPEAL on Appellant, by depositing a copy of same in the United States Mail, postage prepaid, addressed on February 12, 2019 address to Mr. Burnside, who is appearing Pro'Se, at 10367 Highway 101 South, Gray Court, South Carolina 29645.

February 14th, 2019


Thomas J. Thompson
TOWNSEND & THOMPSON
Registered Limited Liability Partnership
Post Office Box 215
Laurens, South Carolina 29360
(864) 984-6554
Attorney for Respondent

#6

LETTER OF HEARING

EXHIBIT - "A"

TOWNSEND & THOMPSON
REGISTERED LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW
POST OFFICE BOX 215
210 WEST LAURENS STREET
LAURENS, SOUTH CAROLINA 29360

THOMAS J. THOMPSON

RICHARD T. TOWNSEND
1940-2011

TELEPHONE (864) 984-6554
FAX (864) 984-8000
EMAIL townsendandthompson@gmail.com

October 24, 2018

FIRST CLASS USPS MAIL

Mr. Anthony Bernard Burnside
10367 Highway 101 South
Gray Court, SC 29645

Mr. Anthony Bernard Burnside
369 Westcliff Drive
Laurens, SC 29360

**RE: TM Properties, LLC v. Anthony Bernard Burnside
2018-CP-30-578**

Dear Mr. Burnside,

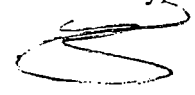
The above matter has been referred to W. Reid Cox, Jr., Esquire, a copy of the order of reference is enclosed.

The final hearing in the matter is scheduled to be heard by Mr. Cox on Thursday, November 8, 2018, commencing at 10:00 a.m.

Mr. Cox's office is located at 107 East Laurens Street, Laurens, South Carolina.

* You may attend the hearing or elect not to attend, and in either event you will be provided a copy of the court's final order.

Sincerely,



Thomas J. Thompson

TJT/cwt

CC: File

#7

LIS PENDENS

STATE OF SOUTH CAROLINA

COUNTY OF LAURENS

TM Properties, LLC,

Plaintiff,

vs.

Defendants.

IN THE COURT OF COMMON PLEAS

LIS PENDENS

13-LP-30-

NOTICE is hereby given that an action has been commenced and is now pending in the Court of Common Pleas for Laurens County upon Complaint of the above named Plaintiff against the above named Defendant for the purpose of foreclosing a mortgage recorded in the Office of the Clerk of Court for Laurens County, South Carolina, on September 10, 2013, in Mortgage Book M2114 at Pages 237-239, and said premises were, at the time of the commencement of this action and at the time of filing of this notice, situate in the County of Laurens, State of South Carolina, and described as follows, see Exhibit A attached hereto and made a part hereof.

TOWNSEND & THOMPSON
Registered Limited Liability Partnership
Attorneys for the Plaintiff

s/Thomas J. Thompson
Thomas J. Thompson, SC Bar No. 5557
210 West Laurens Street
Post Office Box 215
Laurens, SC 29360
Telephone: (864) 984-6554

Laurens, South Carolina
August 3, 2018

#8

MORTGAGE NOTE

NOTE

\$47,000.00

Laurens, South Carolina

September 6, 2013

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$47,000.00 (this amount is called "*principal*"), plus interest, to the order of **TM PROPERTIES, LLC**, the "*Lender*". I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "*Note Holder*."

2. INTEREST

Interest will be charged on unpaid principal commencing this date, and until the full amount of principal has been paid. I will pay interest at the yearly rate of **ELEVEN AND 90/100 PERCENT (11.90%)** per annum. The interest rate required by this Section 2 is the rate that I will pay both before and after any default described in Section 5(B) of this Note.

3. PAYMENTS

I will pay principal and interest by making payments every month. I will make monthly payments of Six Hundred Fifty and No/100 Dollars (\$650.00) on the 6th day of each month beginning on October 6, 2013, and continuing on the 6th day of each month thereafter, with a final payment of the remaining principal balance and any interest accrued thereon due and payable on May 6, 2024, which is called the "*Maturity Date*." I will make said payment at 13130 Highway 76 West, Gray Court, SC 29645, or at a different place if required by the Note Holder.

4. BORROWER'S RIGHT TO MAKE PREPAYMENTS

I have the right to make payments of principal before they are due. Any payment made before it is due is known as a "*prepayment*". A prepayment of only part of the unpaid principal is known as a "*partial prepayment*." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of five (5) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.0% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) **Default.** If I do not pay the full amount on the date it is due, I will be in default.

(C) **Notice Of Default.** If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all interest that I owe on the amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) **No Waiver By Note Holder.** Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) **Payment of Note Holder's Cost and Expenses.** If I default as described above, the Note Holder will have the right to accelerate the remaining balance due under this Note immediately and also be paid back for all of its reasonable costs and expenses. Those expenses include, for example, reasonable attorney's fees.

7. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it addressed to me at the address below. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

8. **OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

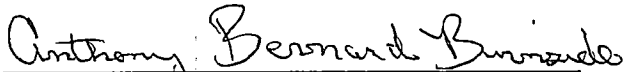
9. **WAIVERS**

I and any other person (or entity) who has obligations under this Note waive the rights of presentment and notice of dishonor. "*Presentment*" means the right to require the Note Holder to demand payment of amounts due. "*Notice of dishonor*" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. **UNIFORM SECURED NOTE**

In addition to the protections given to the Note Holder under this Note, a Mortgage (the "*Security Instrument*"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Those terms and conditions are incorporated into this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


Anthony Bernard Burnside

-Borrower

-Borrower

Address: 10367 Highway 101 South
Gray Court, SC 29645

TOWNSEND & THOMPSON
Registered Limited Liability Partnership
Attorneys for the Plaintiff

s/Thomas J. Thompson
Thomas J. Thompson, SC Bar No. 5557
210 West Laurens Street
Post Office Box 215
Laurens, SC 29360
Telephone: 864-984-6554
Fax: 864-984-8000

Laurens, South Carolina
October _____, 2018

#9

NOTICE OF SALE

COPY

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)
)
TM Properties, LLC,)
)
Plaintiff,)
)
v.)
)
Anthony Bernard Burnside,)
)
Defendant.)
)

IN THE COURT OF COMMON PLEAS

NOTICE OF SALE

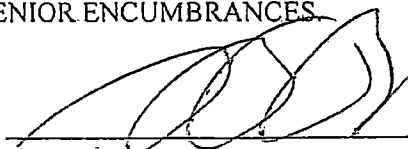
2018-CP-30-578

PURSUANT to a decree of the Court in the above referenced case, I will sell at public outcry to the highest bidder(s), either in or in front of the Laurens County Judicial Complex, 100 Hillcrest Drive, Laurens, South Carolina, on the next Sales Day, being Monday, ~~Jan 7, 2019~~ commencing at 11:00 a.m., the following described property, to wit: See Exhibit A, attached hereto and made a part hereof.

TERMS OF SALE: FOR CASH, the successful bidder(s) shall deposit five percent (5%) of the amount of the bid (in cash or equivalent) at the time of the bid, same to be applied on the purchase price only upon compliance with the bid, but in case of noncompliance within twenty (20) days, same to be forfeited and applied to the costs and Plaintiff's debt. The sale shall be subject to taxes and assessments, past due and payable, and to any existing easements and restrictions. Purchaser(s) to pay for Deed Stamps, costs of recording Deed, and other cost associated with sale, to include the Special Referee's commission. In the event the successful bidder(s) should fail to make such deposit or should fail to comply with the terms of the sale, the said Property shall be resold on the same or some subsequent Sales Day on the same terms, at risk of the defaulting purchaser(s).

The Plaintiff does not seek a deficiency judgement in this matter and, therefore, the Sale shall be final upon the completion of bidding. The successful bidder(s) will be required to pay interest on the amount of the bid from the date of sale to the date of compliance with the bid at the rate of Thirteen and 84/100 Dollars (\$13.84) per day.

SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.



W. Reid Cox, Jr.
Special Referee

October 9, 2018
Laurens, South Carolina

EXHIBIT A

Property address: 10367 Hwy. 101 S., Gray Court, SC 29645

ALL that certain piece, parcel or lot of land in Laurens County, South Carolina, being shown as LOT #7, PROPERTY #2 on a plat of survey by Joe E. Mitchell, of the Henry Etta Owings Estate. The said lot fronts on Highway 101 for a distance of 234.25 feet; thence on the West by Lot 6 a distance of 421.71 feet; thence on the South by lands of Ivan G. Glick and Louise F. Glick a distance of 240 feet; thence on the East by Lot #8 a distance of 355.42 feet to the point of beginning. The said lot is located one and one-half miles west of Gray Court, Dials Township, Laurens County, South Carolina.

THIS BEING the identical property conveyed to Anthony Bernard Burnside by Deed of TM Properties, LLC, dated September 6, 2013, recorded September 10, 2013, in Deed Book 1132 at Page 172, in the office of the Clerk of Court for Laurens County.

Laurens County Tax Map No. 159-00-00-031

A handwritten signature in black ink, appearing to be a stylized 'R' or similar initials, located at the bottom center of the page.

#10

NOTICE OF SALE (AMENDED)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LAURENS)
)
 TM Properties, LLC,)
 Plaintiff,)
)
 v.)
)
 Anthony Bernard Burnside,)
 Defendant.)

IN THE COURT OF COMMON PLEAS

"Amended"

NOTICE OF SALE

2018-CP-30-578

ELECTRONICALLY FILED - 2018 Nov 12 12:07 PM - LAURENS - COMMON PLEAS - CASE#2018CP3000578

PURSUANT to a decree of the Court in the above referenced case, I will sell at public outcry to the highest bidder(s), either in or in front of the Laurens County Judicial Complex, 100 Hillcrest Drive, Laurens, South Carolina, on the next Sales Day, being Monday, December 3, 2018 commencing at 11:00 a.m., the following described property, to wit: See Exhibit A, attached hereto and made a part hereof.

TERMS OF SALE: FOR CASH, the successful bidder(s) shall deposit five percent (5%) of the amount of the bid (in cash or equivalent) at the time of the bid, same to be applied on the purchase price only upon compliance with the bid, but in case of noncompliance within twenty (20) days, same to be forfeited and applied to the costs and Plaintiff's debt. The sale shall be subject to taxes and assessments, past due and payable, and to any existing easements and restrictions. Purchaser(s) to pay for Deed Stamps, costs of recording Deed, and other cost associated with sale, to include the Special Referee's commission. In the event the successful bidder(s) should fail to make such deposit or should fail to comply with the terms of the sale, the said Property shall be resold on the same or some subsequent Sales Day on the same terms, at risk of the defaulting purchaser(s).

The Plaintiff does not seek a deficiency judgement in this matter and, therefore, the Sale shall be final upon the completion of bidding. The successful bidder(s) will be required to pay interest on the amount of the bid from the date of sale to the date of compliance with the bid at the rate of Thirteen and 84/100 Dollars (\$13.84) per day.

SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

W. Reid Cox, Jr.
 Special Referee

Nov. 11
 October 11, 2018
 Laurens, South Carolina

A TRUE COPY OF ORIGINAL

Lynn W. Lancaster
 Lynn W. Lancaster
 Laurens County CCCP & GS

#11

ORDER OF FORECLOSURE

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)
)
TM Properties, LLC,)
) Plaintiff,)
)
)
) v.)
)
Anthony Bernard Burnside,)
) Defendant.)
)

IN THE COURT OF COMMON PLEAS

ORDER OF FORECLOSURE

2018-CP-30-578

COPY

PURSUANT to Rule 53 of the South Carolina Rules of Civil Procedure, the above entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgement in the cause. Any appeal of this order is to the South Carolina Court of Appeals.

PURSUANT to an order of reference, a hearing was held on Thursday, November 8, 2018 attended by Thomas J. Thompson, attorney for the Plaintiff. The Defendant was notified of the hearing, and he did make an appearance.

Testimony was taken, and affidavits were submitted, and from same and other evidence, I find, conclude, and order as follows:

FINDINGS OF FACT

1. The Lis Pendens was filed in the Office of the Clerk of Court for Laurens County, South Carolina (Clerk's Office) on August 6, 2018.
2. The Summons and Complaint (Pleadings) were filed in the Clerk's Office on August 6, 2018.
3. Defendant, Anthony Bernard Burnside hereinafter referred to as "Burnside" was served with the Pleadings on August 13, 2018.
4. Burnside timely filed and served a Return.
5. Plaintiff is a limited liability corporation organized to do business in the County of Laurens, South Carolina.
6. Burnside is a citizen and resident of the County of Laurens, South Carolina.
7. The subject matter of the within action is certain real property located in the County of Laurens, South Carolina, Lot No. 7, Property No. 2, fronting on Highway 101 with TMS No. 159-00-00-031, known as and designated as more fully shown on the Lis Pendens filed in this action and shown on Exhibit A, attached hereto and made a part hereof and is hereinafter referred to as "Property."
8. Under date of September 6, 2013, Burnside, for value received, executed and delivered to Plaintiff his Promissory Note in writing in the principal amount of Forty-Three Thousand and No/100 Dollars (\$43,000.00).
9. The Promissory Note, above-mentioned, provides, *inter alia*, that if the default be made in the payment of any amount due thereunder, then the entire principal and accrued interest shall immediately become due and payable at the option of Plaintiff, and further provides that in the event legal proceedings be instituted for the foreclosure of the mortgage securing same, hereinafter referred to, then in such event, all costs of collection, including attorney's fees shall be paid by Burnside and such amount shall be collected under terms of said Promissory Note.

10. Under date of September 6, 2013, in order to further secure the above-mentioned Promissory Note, Burnside executed and delivered to Plaintiff his purchase money mortgage, under and by the terms of which they conveyed to Plaintiff, by way of Mortgage, Property.

11. The Mortgage described in the immediately preceding paragraph was dully recorded on September 10, 2013 in the Office of the Clerk of Court for Laurens County, South Carolina (Clerk's Office) in Mortgage Book 2114 at Pages 237-239.

12. The Mortgage, above-mentioned, is a purchase money mortgage and consequently is a first lien on property described therein.

13. Said Promissory Note and Mortgage are hereinafter collectively referred to as "Loan Instruments."

14. Payment on the above-mentioned Loan Instruments, has not been made as provided for therein, and Plaintiff, as holder thereof, has elected to require immediate payment of the entire amount due thereon.

15. The sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) is a reasonable attorney's fee for the services performed by Plaintiff's attorney and anticipated to be performed until final adjudication of the within action under the terms of the Loan Instruments. Services anticipated to be performed until final adjudication contemplated completion of this action within a reasonable time and do not include exceptional circumstances delaying conclusion beyond a normal time.

16. The amount due and owing on the Loan Instruments, together with interest at the rate provided of 11.9% per annum and other costs and expenses of collection, including attorney's fee, secured by the Promissory Note and Mortgage is as follows:

a) Principal due as of July 30, 2018	\$ 42,447.04
<hr/>	
b) Interest from July 30, 2018 to November 8, 2018	\$ 1,397.84
c) Cost of collection prior to hearing	
Title search fee	\$ 100.00
Initial filing fee	\$ 180.00
Service fee	\$ 55.00
Postage	\$ 23.96
Filing fee (Order of Reference)	\$ 31.74
Master-in-Equity fee	\$ 200.00
d) Attorney's Fee	\$ 1,500.00
TOTAL DEBT secured by Loan Instruments to date shown	\$ 45,935.58 ¹

with interest after November 8, 2018 in the amount of Thirteen Dollars and 84/100 (\$13.84) per day through the date of compliance with the bid.

17. The parties to this transaction did not participate in the Home Affordable Modification Program and, therefore, are not eligible for modification under said program.

¹ The costs incurred by Plaintiff relative to publishing the Notice of Sale shall be added to this amount.

18. Burnside was not and is not in the military service of the United States of America, and an Affidavit of Non-Military Service has been filed with this Court.

19. The Administrative Order of the Supreme Court of this state dated May 2, 2001 (2001-05-02-01) does not apply in this case because Burnside vacated the subject real property prior to the institution of this action and the subject property is not an "owner occupied dwelling" as defined by said order, further said order does not have application to purchase money mortgages.

CONCLUSIONS OF LAW

I, therefore, conclude that Plaintiff should have judgement of foreclosure of its mortgage, and the mortgaged property should be ordered sold at public auction after due advertisement.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

ONE. That there is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of Forty-Three Thousand and No/100 Dollars (\$43,000.00).

TWO. That the amount due in the preceding paragraph shall draw interest as hereinabove set forth and shall constitute the total judgement due the Plaintiff.

THREE That Burnside is liable for the aforesaid mortgage debt and shall, on or before the date of the sale of the Property hereinafter described, pay to the Plaintiff or Plaintiff's attorney the amount of Defendant's debt.

FOUR. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, and as hereinafter set forth, shall be sold by the undersigned at the Laurens County Courthouse Complex, 100 Hillcrest Drive, Laurens, South Carolina, on Monday, ~~or on some convenient Sales Day thereafter, on the following terms, that is to say:~~
JAN 9, 2014

A. FOR CASH: The undersigned shall require a deposit of five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the bid, same to be applied on the purchase price only upon compliance with the bid, but in case of noncompliance, within twenty (20) days, same to be forfeited and applied to the costs and the costs due Plaintiff in connection with the Loan Instruments.

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

C. Purchaser to pay for the preparation of Deed, Deed Stamps and cost of recording the Deed, and other cost associated with the sale to include the Special Referee's commission.

FIVE. That in the event an agent of Plaintiff does not appear at the time of sale, the subject real property shall be automatically withdrawn from sale and sold at the next available Sales Day upon the same terms and conditions as set forth in the Order.

SIX. That in the event Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, disbursements, expenses, and the indebtedness of Plaintiff in full, Plaintiff may pay to the undersigned only the amount of the costs, disbursements, and expenses, crediting the balance of the bid on Defendant's indebtedness.

SEVEN. That the undersigned will, by advertisement according to law, give notice of the time and place of sale and the terms thereof and will execute to the purchaser a Deed to the premises sold.

The Plaintiff or any other party to this action may become a purchaser at such sale, and if upon such sale being made the purchaser should fail to comply with the terms thereof within twenty (20) days after date of sale, then the undersigned may advertise the said premises for sale on the next available Sales Day at the risk of the former highest bidder and so from time to time thereafter until a full compliance shall be secured.

EIGHT. That the undersigned will apply the proceeds of the sale as follows:

First: To the payment of the amount of the costs and expenses of this action; to include Plaintiff's attorney's fees;

Next: To the payment to Plaintiff or Plaintiff's attorney of the amount of Defendant's and interest or so much thereof as the purchase money will pay on the same; and

Next: Any surplus will be held pursuant to Rule 71(c) of the South Carolina Rules of Civil Procedure pending the further order of this Court.

NINE. That in the event the successful bidder is other than the Plaintiff, the Sheriff of Laurens County is ordered and directed to eject and remove from the premises the occupants thereof, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet, and peaceable possession of said premises without delay and to keep said successful bidder or his assigns in such peaceable possession.

TEN. That Burnside, and all persons whosoever claiming under him, be forever barred and foreclosed of all right, title, interest, and equity of redemption in and to the mortgaged premises so sold or any part thereof.

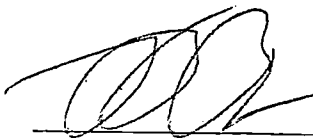
ELEVEN. That pursuant to South Carolina Code Ann. §30-9-31 (1991), the deed of conveyance made pursuant to this Order shall be indexed in the grantor index by the Clerk's Office in the name of the owner of record of subject Property immediately prior to execution of the Deed, as well as in the name of the undersigned who executes such Deed as grantor.

TWELVE. That the undersigned shall retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and/or supplemental order without further notice to the mortgagors and disposing of any surplus funds pursuant to Rule 71(c) of the South Carolina Rules of Civil Procedure.

THIRTEEN. That the premises to be sold pursuant to the within Order is described on Exhibit A, attached hereto and made a part hereof.

FOURTEEN. That the Plaintiff does not seek a Deficiency Judgment and, therefore, the Sale shall be final on the conclusion of bidding.

AND IT IS SO ORDERED.



W. Reid Cox, Jr.
Special Referee

October 9, 2018
Laurens, South Carolina

EXHIBIT A

Property address: 10367 Hwy. 101 S., Gray Court, SC 29645

ALL that certain piece, parcel or lot of land in Laurens County, South Carolina, being shown as LOT #7, PROPERTY #2 on a plat of survey by Joe E. Mitchell, of the Henry Etta Owings Estate. The said lot fronts on Highway 101 for a distance of 234.25 feet; thence on the West by Lot 6 a distance of 421.71 feet; thence on the South by lands of Ivan G. Glick and Louise F. Glick a distance of 240 feet; thence on the East by Lot #8 a distance of 355.42 feet to the point of beginning. The said lot is located one and one-half miles west of Gray Court, Dials. Township, Laurens County, South Carolina.

THIS BEING the identical property conveyed to Anthony Bernard Burnside by Deed of TM Properties, LLC, dated September 6, 2013, recorded September 10, 2013, in Deed Book 1132 at Page 172, in the office of the Clerk of Court for Laurens County.

Laurens County Tax Map No. 159-00-00-031

A handwritten signature in black ink, appearing to be the initials 'AB' followed by a long horizontal stroke.

#12

ORDER OF REFERENCE

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF LAURENS)	
)	
)	ORDER OF REFERENCE
)	2018-CP-30-578
TM Properties, LLC,)	
)	
)	
)	
)	
vs.)	
)	
Anthony Bernard Burnside)	
)	
)	
)	
)	
)	

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

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

The hearing shall be held in the Office of Reid Cox, Jr., as Special Referee for Laurens County, located at:

107 East Laurens Street
Laurens, SC 29360

Any appeal from the decision of the Special Referee shall be directly to the South Carolina Court of Appeals or the South Carolina Supreme Court as appropriate.

AND IT IS SO ORDERED.

Lynn W. Lancaster,
Clerk of Court for Laurens County
South Carolina

#13

REAL ESTATE MORTGAGE

STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)

REAL ESTATE MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I/We,

10367 HIGHWAY 101 SOUTH
GRAY COURT, SC 29645

in the State aforesaid, herein called the MORTGAGOR, SEND(S) GREETING:
WHEREAS, the Mortgagor is well and truly indebted to

TM PROPERTIES, LLC
13130 HIGHWAY 76 WEST
GRAY COURT, SC 29645

in the State aforesaid, herein called the MORTGAGEE, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

FORTY SEVEN THOUSAND AND NO/100 DOLLARS (\$47,000.00)

The final payment, if not sooner made, shall be due and payable per note of May 6, 2024, or any extensions or renewal notes.

NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the aforesaid debt and in order to secure the payment thereof of any renewals or extensions thereof, and of any future advances made hereunder, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the following described property:

ALL that certain piece, parcel or lot of land in Laurens County, South Carolina, being shown as LOT #7, PROPERTY #2 on a plat of survey by Joe E. Mitchell, of the Henry Etta Owings Estate. The said lot fronts on Highway 101 for a distance of 234.25 feet; thence on the West by Lot 6 a distance of 421.71 feet; thence on the South by lands of Ivan G. Glick and Louise F. Glick a distance of 240 feet; thence on the East by Lot #8 a distance of 355.42 feet to the point of beginning. The said lot is located one and one-half miles west of Gray Court, Dials Township, Laurens County, South Carolina.

THIS BEING the identical property conveyed to Anthony Bernard Burnside by Deed of TM Properties, LLC, dated September 6, 2013, recorded September 2013, in Deed Book _____ at Page _____, in the office of the Clerk of Court for Laurens County.

THIS BEING A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE PROPERTY DESCRIBED ABOVE.

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee(s), its successors or heirs (as the case may be) and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute (or such other estate, if any, as herein stated), and that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except as herein otherwise recited. the Mortgagor further covenants to warrant and forever defend all and singular the premises

unto the Mortgagee(s) forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part hereof.

The Mortgagor covenants and agrees as follows:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided.
2. He will keep the improvements now existing or hereafter erected on the premises insured as may be required from time to time by the Mortgagee(s) against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and, except where other provision satisfactory to the Mortgagee has been made for the payment of the premiums therefor, will pay promptly when due the premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss, the Mortgagor shall give immediate notice by mail to the Mortgagee, who may make proof of loss, if not made promptly by the Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly. The insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
3. In the event the ownership of the said premises or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor in interest, with reference to this mortgage and the debt hereby secured, in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt.
4. He will pay when due all taxes, assessments, utility charges, and other governmental charges, for which other provision satisfactory to the Mortgagee has not been made, and upon request of the Mortgagee will promptly exhibit to the Mortgagee the official receipts therefor; and in default thereof, the Mortgagee may advance and pay the same.
5. He will keep the premises, including all improvements now existing or hereafter erected thereon, in good condition and repair, without waste, and should he fail to do so, the Mortgagee may, at its option, enter upon the premises, make whatever repairs the Mortgagee in its sole and absolute discretion shall deem necessary or desirable to protect the security, and advance and pay the cost thereof.
6. He hereby assigns to the Mortgagee all the rents, issues, and profits of the premises from and after any default hereunder, and should any legal proceedings be instituted pursuant to this mortgage, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby.
7. This mortgage shall secure the Mortgagee for the repayment of such sums as may be advanced hereafter by the Mortgagee, at the option of the Mortgagee, pursuant to the covenants herein, for the payment of taxes, insurance premiums, public assessments, repairs, or other purposes authorized hereunder. This mortgage shall also secure the Mortgagee for the repayment of any further loans, advances, readvances or credits that may be made hereafter by the Mortgagee, at the option of the Mortgagee, to the Mortgagor, or his successor in title, but, unless otherwise hereinabove stated, at no time shall this mortgage secure a total outstanding principal amount on account of the original note and such further loans, advances, readvances, or credits in excess of the amount of the original indebtedness hereinabove stated and hereby secured, provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in this mortgage. All sums advanced pursuant to and in accordance with this mortgage shall be secured hereby on a parity with the original debt secured hereby, and unless otherwise provided in writing, such sums shall bear interest at the same rate as said original debt and shall be payable on demand of the


Mortgagee.

It is agreed that the Mortgagor shall hold and enjoy the said premises until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions and covenants of this mortgage, and of the note secured hereby, then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. The Mortgagor waives the benefit of any appraisement laws of the State of South Carolina. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as part of the debt secured hereby, and may be recovered and collected hereunder.

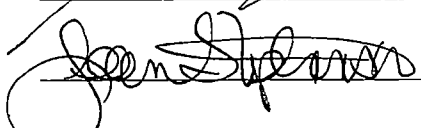
The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 6th day of September, 2013.

Signed, Sealed and delivered
in presence of:



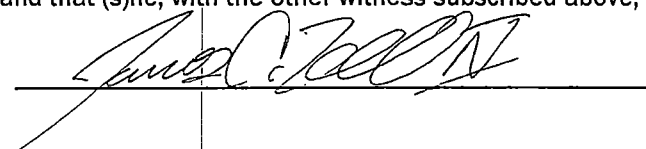
(SEAL)



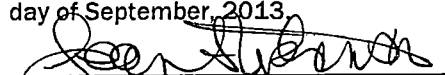
STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as his act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.



SWORN to before me this 6th
day of September, 2013



Notary Public for South Carolina
My commission expires: 11/16/21

STATE OF SOUTH CAROLINA)

AFFIDAVIT

COUNTY OF LAURENS)

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. Property located at 10367 Highway 101 South, Gray Court, SC bearing Laurens County Tax Map Number 159-00-00-031, was transferred by TM Properties, LLC to _____ on September 6, 2013.

- 3. Check one of the following: The deed is
 - (a) X subject to the deed recording fee as a transfer for consideration 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):

(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

- 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) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 49,000.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: \$ _____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$ 49,000.00
- (b) Place the amount listed in item 5 above here: \$ _____
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ 49,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 181.30.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____
Seller _____.

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Marion T. Mahon
Responsible Person Connected with the Transaction

Marion T. Mahon, Managing Member
Print or Type Name Here

SWORN to before me this 6th
day of September, 2013

[Signature]
Notary Public for South Carolina

My commission expires: 11/16/21

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining the fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provision of the law.

Exempted from the fee are deeds:

- (1) transferring in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of the United States;
- (4) transferring realty whereby no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A) of the South Carolina Code of Laws;
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39 of the South Carolina Code of Laws;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and grantor's spouse, parent, grandparents, sisters, brothers, children, stepchildren, grandchildren and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

TAX AGREEMENT

WHEREAS, the below named Seller(s) have this date sold to the below named Purchaser(s), the following:

**10367 HIGHWAY 101 S, GRAY COURT, LAURENS COUNTY, SOUTH CAROLINA
TMS # 159-00-00-031**

WHEREAS, the Laurens County Tax Assessor and Treasurer have not made available specific amounts as to assessment and millage for this tax year concerning the above property, making an exact proration at closing impossible;

WHEREAS, reassessment of the above described property is possible, as well as roll back taxes;

NOW, THEREFORE, the parties hereto agree as follows:

1. That upon receipt of the actual years tax notice for the above described property, the Seller(s) shall forward it to the Purchaser(s) should the notice be sent to the Seller(s), at the below address:

**PURCHASER(S)' ADDRESS:
10367 HIGHWAY 101 S
LAURENS, SC 29360**

2. That if Purchaser(s) have not received this years tax notice from Seller(s) by December 1st, Purchaser(s) should contact Seller(s) at the following address, or Laurens County Treasurer's Office:

**SELLER(S)' ADDRESS:
13130 HIGHWAY 76 WEST
GRAY COURT, SC 29645**

3. That Purchaser(s) and Seller(s) agree to pay, each to the other, any adjustments which may be necessary to effect a property and exact proration of the actual amount due as set forth in the tax receipt. Said payment to be no later than 10 days after notice from the other party, in writing.
4. Purchaser(s) acknowledge that payment of this years taxes is Purchaser(s) obligation and that Purchaser(s) shall contact the Laurens County Treasurer's Office should the tax receipt be otherwise unobtainable before the December 31st deadline.
5. The parties acknowledge that the Laurens County Tax Assessor and Treasurer may levy roll-back taxes on the property, but the Seller agrees to be solely liable and responsible for payment of such roll-back taxes, if levied. This provision shall survive the closing.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 SETTLEMENT STATEMENT
 PAGE 2

SETTLEMENT CHARGES				Paid From	Paid From
				Borrowers	Sellers
				Funds at	Funds at
				Settlement	Settlement
700.	TOTAL SALES/BROKER'S COMMISSION based on price \$ @ % = \$				
	Division of commission (line 700) as follows:				
701.	\$	to			
702.	\$	to			
703.	Commission paid at Settlement to				
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801.	Loan Origination fee	%			
802.	Loan Discount	%			
803.	Appraisal Fee to				
804.	Credit Report to				
805.	Tax Related Service Fee to				
806.	Broker Fee to				
807.	Processing Fee to				
808.	Underwriting Fee to				
809.	Flood Fee to				
810.					
811.					
812.					
813.					
814.					
815.					
816.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901.	Interest from		day		
902.	Mortgage Insurance Premium for	months to			
903.	Hazard Insurance Premium for	1 year to			
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001.	Hazard insurance	month @	per month	\$0.00	
1002.	Mortgage insurance	month @	per month	\$0.00	
1003.	City property taxes	month @	per month	\$0.00	
1004.	County property taxes	month @	per month	\$0.00	
1005.	Annual assessments	month @	per month		
1006.		month @	per month		
1007.		month @	per month		
1008.		month @	per month		
	Aggregate Adjustment				
1100. TITLE CHARGES:					
1101.	Settlement or closing fee	to	Townsend & Thompson		
1102.	Abstract or title search	to	Sean White	\$150.00	
1103.	Title examination	to			
1104.	Title insurance binder	to	The Title Insurance Agency		
1105.	Document preparation	to	Townsend & Thompson		\$250.00
1106.	Notary fees	to		\$350.00	
1107.	Attorney's fees	to	Townsend & Thompson		
	(includes above items numbers: 1101, 1103, 1105)				
1108.	Title insurance	to	The Title Insurance Agency	\$311.68	
	(includes above items numbers:				
1109.	Lender's coverage	\$ 49,000.00 -	\$211.68		
1110.	Owner's coverage	\$ 47,000.00 -	\$100.00		
1111.					
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201.	Recording fees:		Clerk of Court	\$20.00	
1202.	County/State Deed Fee:		Clerk of Court		\$181.30
1203.					
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES:					
1301.	Survey	to			

A. SETTLEMENT STATEMENT U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B. TYPE OF LOAN	
	1. _____ FHA 2. _____ FMHA 3. _____ CONV. UNINS.	
	4. _____ VA 5. _____ CONV. INS.	
	6. FILE NUMBER: T-786	7. LOAN NUMBER:
8. MORTGAGE INSURANCE CASE NO:		

C. NOTE: This form is furnished to give you a statement of actual settlement cost. Amounts paid to and by the settlement agent are shown. Items (POC) were paid outside of closing; they are shown here for informational purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and 1010.

D. Name of Borrower:	
Address:	10367 Highway 101 South Gray Court, SC 29645
E. Name of Seller:	TM Properties, LLC
Address:	10131 Highway 76 West Gray Court, SC 29645
F. Name of Lender:	TM Properties, LLC
Address:	10131 Highway 76 West Gray Court, SC 29645
G. Property Location:	10367 Highway 101 South Gray Court, SC 29645
H. Settlement Agent:	Townsend & Thompson
Address:	210 W. Laurens Street, Laurens, SC 29360

Place of Settlement: TOWNSEND & THOMPSON	I. Settlement Date:
Address: 210 W. Laurens Street, Laurens, SC 29360	9/6/2013

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	\$49,000.00	401. Contract sales price	\$49,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$831.68	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	\$49,831.68	420. GROSS AMOUNT DUE TO SELLER	\$49,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 1400)	\$431.30
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. Seller Financing	\$47,000.00	506.	\$47,000.00
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes 1/1/13 to 9/6/13	\$384.73	511. County taxes 1/1/13 to 9/6/13	\$384.73
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	\$47,384.73	520. TOTAL REDUCTION IN AMOUNT DUE SELLER	\$47,816.03
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	\$49,831.68	601. Gross amount due to seller (line 420)	\$49,000.00
302. Less amounts paid by/for borrower (line 220)	\$47,384.73	602. Less reductions in amount due seller (line 520)	\$47,816.03
303. CASH (X FROM) (TO) BORROWER	\$2,446.95	303. CASH (FROM) (X TO) SELLER	\$1,183.97

I have reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or made on my account or by me in this transaction. I further certify that I have received a completed copy of Pages 1 and 2 of this HUD-1 Settlement.

Ar. My Bernard Bernside Borrower
Marion T. Mahon TM Properties, LLC Seller
 Marion T. Mahon, Managing Member

#14

PROOF OF SERVICE

STATE OF SOUTH CAROLINA

In the South Carolina Court of Appeals

APPEAL FROM LAURENS COUNTY COURT OF COMMON PLEAS

The Honorable W. Reid Cox, Jr., Special Referee

Case No. 2018-002059

TM Properties, LLC..... Respondent,

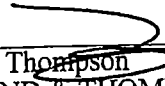
v.

Anthony Bernard Burnside..... Appellant.

PROOF OF SERVICE

I certify that I have served the INITIAL BRIEF OF RESPONDENT AND RESPONDENT'S DESIGNATION OF MATTER TO BE INCLUDED ON THE RECORD ON APPEAL on Appellant, by depositing a copy of same in the United States Mail, postage prepaid, addressed on February 12, 2019 address to Mr. Burnside, who is appearing Pro' Se, at 10367 Highway 101 South, Gray Court, South Carolina 29645.

February 14th, 2019


Thomas J. Thompson
TOWNSEND & THOMPSON
Registered Limited Liability Partnership
Post Office Box 215
Laurens, South Carolina 29360
(864) 984-6554
Attorney for Respondent