

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals  
APPEAL FROM HORRY COUNTY  
Court of Common Pleas  
Judge Cynthia Howe, Master-In-Equity  
Ralph P. Stroman, Special Referee for Horry County  
Case No: 2019-001682

Leticia LLC; Movant  
M&T Bank, Plaintiff

V

Tyrone Davis; Bobby J. Bellamy;  
BC Fund and Management, LLC D/B/A BC Fund LLC  
and United States of America; Defendants

Of which \_\_\_\_\_

M&T Bank; Tyrone Davis; BC Fund and Management, LLC DBA BC Fund LLC  
and William O. Smith, Respondents

v.

Bobby J. Bellamy Appellant

RECORD ON APPEAL

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**Order of November 6, 2013**

**[Set out entire order including caption and signature.]**

**Order of March 12, 2015**

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**Order of May 4, 2019**

**[Set out entire order including caption and signature.]**

**Order of September 3, 2019**

**[Set out entire order including caption and signature.]**

**Order of September 9, 2019**

**[Set out entire order including caption and signature.]**

**Defendant's Exhibit 1**

**[Set out exhibit]**

**Defendant's Exhibit 2**

**[Set out exhibit]**

**Defendant's Exhibit 3**

**[Set out exhibit]**

**Defendant's Exhibit 4**

**[Set out exhibit]**

**Defendant's Exhibit 5**

**[Set out exhibit]**

**Defendant's Exhibit 6**

**[Set out exhibit]**

**Defendant's Exhibit 7**

**[Set out exhibit]**

**Defendant's Exhibit 8**

**[Set out exhibit]**

**Defendant's Exhibit 9**

**[Set out exhibit]**

**Defendant's Exhibit 10**

**[Set out exhibit]**

ELECTRONICALLY FILED - 2018 May 14 4:56 PM - Horry - COMMON PLEAS - CASE#2011CP2601809

STATE OF SOUTH CAROLINA  
COUNTY OF Horry

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT

C.A. NO: 2011-CP-26-1809

M & T Bank,

Plaintiff,

v.

Tyrone Davis; Bobby J. Bellamy; BC  
Fund and Management, LLC d/b/a BC  
Fund, LLC; and the United States of  
America through its agency - Internal  
Revenue Service,

Defendant(s).

**ORDER DENYING DEFENDANT  
BELLAMY'S MOTION FOR  
SUMMARY JUDGMENT AND  
GRANTING PLAINTIFF'S MOTION  
TO AMEND COMPLAINT**

Horry County  
13 NOV - 8 AM 2018  
MELANIE HUBBARD  
CLERK

The parties to this action came before me on October 23, 2013 for a hearing regarding the Plaintiff M & T Bank's ("Plaintiff") Motion to Amend its Complaint and Defendant Bobby J. Bellamy's ("Defendant Bellamy") Motion for Summary Judgment as to its Counterclaim and Cross-Claim in this action. Present at the hearing were Lana H. Sims IV on behalf of the Plaintiff, Daniel Q. Orvin on behalf of the Defendant Tyrone Davis ("Defendant Davis"), and Howell V. Bellamy, Jr. and Howell V. Bellamy, III on behalf of Defendant Bellamy. For the reasons stated below, I deny Defendant Bellamy's Motion for Summary Judgment and grant Plaintiff's Motion to Amend its Complaint.

Plaintiff seeks foreclosure of a Mortgage issued by Defendant Davis (that allegedly encumbers a certain tract of real property in Horry County ("the Property")). Plaintiff has also asserted actions to reform its Mortgage and two deeds in the Property's chain of title to revise an allegedly incorrect property description contained in these three

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instruments.<sup>1</sup> The first deed in question is a quitclaim deed executed by Defendant Bellamy in favor of BC Fund, LLC ("Bellamy Deed"); and the second is a Warranty Deed executed by BC Fund, LLC in favor of Defendant Davis ("Davis Deed"). It is undisputed that Defendant Davis is the record owner of the Property at this time.

Defendant Bellamy has filed a Counterclaim and Cross-Claim seeking a determination that he, rather than Davis, is the owner of the Property. Defendant Bellamy contends that BC Fund, LLC was not an entity "with a legal existence" at the time the Bellamy Deed and Davis Deed were executed. For this reason, Defendant Bellamy contends that the Bellamy Deed, Davis Deed, and Mortgage are all invalid and unenforceable.

On August 29, 2013, Plaintiff filed a Motion to Amend its Complaint, seeking to add an action to reform the Bellamy Deed and Davis Deed to indicate that "BC Fund and Management, LLC"—rather than "BC Fund, LLC"—was the intended grantee and grantor (respectively) of those instruments. Defendant Bellamy opposes Plaintiff's motion, and Defendant Davis has appeared in support of it.

On October 8, 2013, Defendant Bellamy filed a Motion for Summary Judgment as to its Declaratory Judgment action. Both Plaintiff and Defendant Davis oppose this Motion. In support of Defendant Bellamy's Motion, he has produced a "Certificate of No Record" from the South Carolina Secretary of State which certifies that, as of July 17, 2013, the Secretary of State is aware of no entity using the registered name "BC Fund,

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<sup>1</sup> The Mortgage and deeds describe the Property as being bordered "on the East by North Pointe Development;" Plaintiff asserts that this description should read "on the West by North Pointe Development," as it reads on a number of prior deeds in the chain of title.

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LLC." Defendant Bellamy has also filed an Affidavit of Linda B. Nichols, the sister of Defendant Bellamy, in support of its motion.

Plaintiff and Defendant Davis admit that the Bellamy Deed and Davis Deed designate "BC Fund, LLC" as the grantee and grantor (respectively). Plaintiff and Davis also admit that there is currently no South Carolina entity with the registered name of "BC Fund, LLC." However, at the hearing, Plaintiff maintained that the recent deposition testimony of Defendant Bellamy and Defendant Davis revealed that "BC Fund, LLC" was in fact a *trade name* or *assumed name* of a South Carolina Limited Liability Company registered in the name of "BC Fund and Management, LLC."

According to Plaintiff, Defendants Bellamy and Davis both testified that they considered "BC Fund, LLC" and "BC Fund and Management, LLC" to refer to one entity—the entity with whom Defendants Bellamy and Davis dealt regarding the Property in 2007. As such, Plaintiff contended, the deed is valid and enforceable as an instrument entered into by BC Fund and Management, LLC using the trade name of "BC Fund, LLC." At a minimum, Plaintiff contended, the designation of "BC Fund, LLC" as grantee (rather than "BC Fund and Management, LLC") was merely a scrivener's error, which would not render the Bellamy Deed invalid or unenforceable. Defendant Bellamy disagreed with Plaintiff's characterization of the deposition testimony of Defendant Bellamy and did not dispute Plaintiff's characterization of the testimony of Defendant Davis.

Regarding Plaintiff's Motion to Amend, Plaintiff contends that this Court should allow it to amend under Rule 15 of the South Carolina Rules of Civil Procedure because Plaintiff's proposed amendment would promote justice and would not prejudice the

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Defendants in this action. Defendant Bellamy did not address these elements at the hearing. Instead, Defendant Bellamy took the legal position that Plaintiff did not have standing to assert a reformation action against Bellamy and BC Fund, LLC, because Plaintiff, as a subsequent mortgagee of the Property, was not in privity with either party. Plaintiff and Defendant Davis disagreed with Defendant Bellamy's legal position and contended that a mortgagee has standing to assert an equitable action to reform a deed in the mortgaged property's chain of title to ensure that the deed reflects the intent of the parties thereto.

On a number of occasions during the hearing, the attorney for Defendant Bellamy spoke at length about the equities of Defendant Bellamy's case, accusing all parties of conspiring to deprive Defendant Bellamy of the Property that allegedly still belongs to him. Plaintiff and Defendant Davis disagreed with the factual and legal positions taken by Defendant Bellamy in this regard.

In light of the arguments presented by the parties, I hereby find and conclude as follows:

1. There exist several genuine issues of material fact in this case that need to be developed and resolved by the parties before Summary Judgment would be appropriate. Specifically, there are issues of fact as to (1) whether the entity BC Fund and Management, LLC was using "BC Fund, LLC" as a trade name or assumed name at the time the Bellamy Deed and Davis Deed were executed, (2) whether the designation of "BC Fund, LLC" as grantee/grantor in these deeds was a simple scrivener's error made by the parties to the deeds, and (3) whether the parties to the Bellamy Deed and Davis Deed intended for the Property to be conveyed to and from BC Fund, LLC d/b/a BC

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Fund and Management, LLC. Without addressing the parties' legal arguments, Summary Judgment is not appropriate at this time due to these and other unresolved issues of material fact.

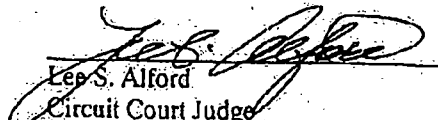
2. Justice requires that Plaintiff be allowed to amend its Complaint to include a reformation action regarding the allegedly incorrect designation of "BC Fund, LLC" as the grantee and grantor in the Bellamy Deed and Davis Deed (respectively). The Defendants in this action will not be prejudiced by such an amendment.

IT IS THEREFORE ORDERED that the Defendant Bellamy's Motion for Summary Judgment is denied.

IT IS FURTHER ORDERED that the Plaintiff's Motion to Amend is granted, and Plaintiff is granted leave to file its Second Amended Complaint.

AND IT IS SO ORDERED.

Dated: November 6, 2013

  
Lee S. Alford  
Circuit Court Judge  
Fifteenth Judicial Circuit

*[Handwritten initials]*

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

M & T Bank,

Plaintiff,

v.

Tyrone Davis; Bobby J. Bellamy; BC Fund and Management, LLC d/b/a BC Fund, LLC; and the United States of America through its agency – Internal Revenue Service,

Defendant(s).

Bobby J. Bellamy,

Third-Party Plaintiff,

v.

William O. Smith,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT

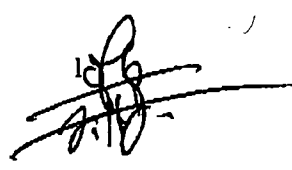
C.A. NO: 2011-CP-26-1809

CONSENT ORDER  
*of Reference*

This matter was scheduled to be before this Court on March 2, 2015 on the following motions:

- a. The Plaintiff's Motion for Summary Judgment as to the Defendant Bobby Bellamy's Counterclaim for Civil Conspiracy dated July 11, 2014;
- b. The Plaintiff's Motion for Order of Reference to the Master-in-Equity dated July 11, 2014;
- c. The Plaintiff's Motion to Transfer Case to Non-Jury Docket dated July 15, 2014; and
- d. The Plaintiff's Motion for a Protective Order dated November 25, 2014.

Prior to the scheduled hearing on these motions, the parties advised the Court that the Motions have been resolved and that the parties agree and consent to the following:



1. The Defendant Bellamy agrees to the dismissal of his counterclaim for Civil Conspiracy, with prejudice.

2. The remaining claims and counterclaims are for foreclosure of a mortgage, reformation of a mortgage and declaratory judgment. Since all of these claims and counterclaims are equitable, the parties agree to refer the matter to the Master-in-Equity for Horry County.

3. The Plaintiff will provide a witness to testify pursuant to the Defendant's Rule 30(b)(6) Deposition Notice dated January 28, 2015.

NOW and therefore, with the consent of all parties, it is therefore ORDERED:

1. The Defendant Bellamy's counterclaim for Civil Conspiracy is dismissed with prejudice.

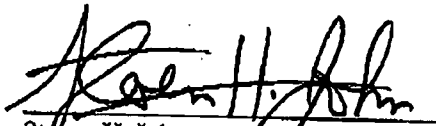
2. This matter is referred to The Honorable Cynthia Graham Howe, as Master-in-Equity for Horry County, with authority to enter final judgment in this action under Rule 53, SCRPC. Any appeal from the final judgment entered by the Master-in-Equity shall be made directly to the South Carolina Court of Appeals.

3. The Plaintiff shall produce a witness to testify pursuant to the Defendant's Rule 30(b)(6) Deposition Notice dated January 28, 2015.

AND IT IS SO ORDERED.

Dated: 3/13/ 2015

*Conroy R.A.*

  
Steven H. John  
Chief Administrative Judge  
Fifteenth Judicial Circuit, Horry Co.

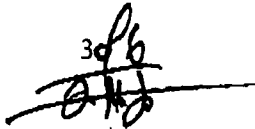
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*[Signature]*

WE CONSENT:

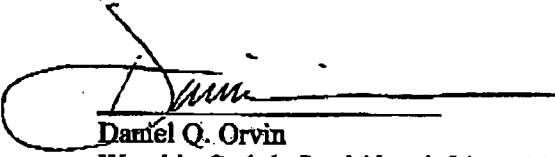


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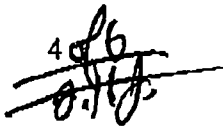
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WE CONSENT:



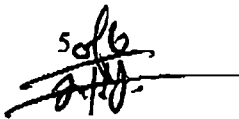
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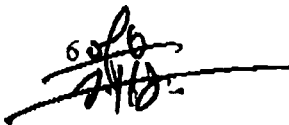
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*Case # 2011-CP-26-1809*



STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS

M&T Bank,

PLAINTIFF,

vs.

Tyrone Davis; Bobby J. Bellamy; BC Fund  
and Management, LLC d/b/a BC Fund, LLC  
and United States of America;

DEFENDANT(S)

Bobby J. Bellamy,

THIRD-PARTY PLAINTIFF,

vs.

William O. Smith,

THIRD-PARTY DEFENDANT

MASTER'S ORDER AND JUDGMENT OF  
FORECLOSURE AND SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2011-CP-26-01809

DEFICIENCY REQUESTED

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TO:

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Attorney for Plaintiff

John B. Kelchner  
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Attorney for Plaintiff

Daniel J. Orvin  
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Attorney for Defendant Tyrone Davis

Howell V. Bellamy, Jr.  
Howell V. Bellamy, III  
Bellamy, Rutenberg, Copeland, Epps,  
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Attorney for Defendant Bobby J. Bellamy

George J. Conits  
U.S. Attorney's Office  
Attorney for Defendant United States of  
America

Pursuant to Rule 53 SCRPC, 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 judgment in the case. Pursuant to the said Order of Reference, a trial was conducted on February 8-10 and

April 11-12: W. Cliff Moore, III and John B. Kelchner, attorneys for the Plaintiff, Daniel Q. Orvin, attorney for the Defendant Tyrone Davis, Howell V. Bellamy, Jr. and Howell V. Bellamy, III, attorneys for the Defendant Bobby Bellamy, Kathy Martin, the Plaintiff's representative, Tyrone Davis, and Bobby Bellamy were present for the trial.

Based on the pleadings filed in this matter, the testimony offered at trial, and the argument of counsel, I make the following findings of fact:

FINDINGS OF FACT

1. By Quitclaim Deed dated June 29, 2007 and recorded on July 18, 2007 in the Register of Deeds Office for Horry County, State of South Carolina, in Book 3261 at page 2091 ("BC Fund Deed"), Bellamy conveyed the following described real property (hereinafter "Subject Property") to BC Fund, LLC:

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ALL THAT certain piece, parcel or tract of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Starting at a stake on the corner of Sea Mountain Highway and bounded on the South by Tract B, owned by Tommy J. Bellamy, on the East by North Pointe Development, on the North by Tract D owned by Linda B. Nichols, on the East by Sea Mountain Highway.

This is a portion of property conveyed to Charles Bellamy by Floyd and Essie Bellamy by deed 2/1/58, recorded in Deed Book 201 at page 362 and then later conveyed from Lela Bellamy estate to heirs in deed book 3207, page 2080 in the office of the Register of Mesne Conveyances for Horry County. This property is shown as Tract C on a map of the Bellamy estate lands, dated August 14, 2006 by JWH engineering.

2. By General Warranty Deed dated November 16, 2007 and recorded on December 19, 2007 in the Register of Deeds Office for Horry County, State of South Carolina, in Book 3294 at page 817 ("Davis Deed"), BC Fund, LLC conveyed the Subject Property to Defendant Tyrone Davis ("Davis").

3. On November 16, 2007, for value received, Davis, made, executed and delivered to the Plaintiff, a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby Davis promised to pay to the Plaintiff the sum of One Hundred Thirty-Six Thousand And 00/100 Dollars (\$136,000.00), together with interest thereon at the rate of Seven And 50/100 per cent (7.5%) per annum ("Note")

4. On November 16, 2007, Davis made, executed, and delivered to Plaintiff a certain Mortgage encumbering the Subject Property to secure the repayment of a Note in the original amount of \$136,000.00 ("Mortgage"). The Mortgage was recorded on November 19, 2007 in the Office of the Register of Deeds for Horry County, State of South Carolina, in Book 4996 at Page 1970.

5. According to the terms and conditions of the said Note and Mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice a the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collections, including a reasonable attorney's fee, would be secured by the said mortgage as part of the debt secured thereby.

6. The monthly payment due on said Note and Mortgage are in default since October 1, 2010, and the conditions of the Note and Mortgage have been broken. The Plaintiff elected to, and declared the entire balance of said indebtedness due and payable.

7. Plaintiff filed its Lis Pendens, Summons and Complaint on February 25, 2011, alleging that Davis is in default under the Note secured by the Mortgage. Plaintiff asserted a cause of action for foreclosure as well as an action for reformation to correct a mistake in the

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property description in the Mortgage, the BC Fund Deed, and the Davis Deed. The correction that the Plaintiff seeks in the property description is the description of the eastern boundary of the Subject Property that is identified as North Pointe Development. North Pointe Development is the western boundary of the Subject Property.

8. The Defendant Bobby J. Bellamy, ("Bellamy"), filed a responsive pleading titled Notice of Intent to Enforce Forfeiture Provisions of Contract for Deed on August 30, 2011 and Answer to the Complaint on October 31, 2011, and another responsive pleading titled Summons and Notice on November 8, 2011.

9. The Defendant Tyrone Davis ("Davis") filed an Answer on September 27, 2011 and Reply to Bellamy's Summons and Notice on November 29, 2011.

10. On April 18, 2012, with consent from the parties, Plaintiff amended its Complaint to add the United States of America as a defendant.

H  
11. On May 16, 2012, Bellamy served an Amended Answer, Counterclaim and Cross-Claim ("Amended Answer") asking the court to declare that the BC Fund Deed, Davis Deed, and Mortgage are void on the grounds that: (1) these instruments lacked an existing grantor/grantee because BC Fund LLC was not an entity with a legal existence; (2) that Bellamy did not receive consideration for the BC Fund Deed; and (3) that there occurred fraud based on BC Fund LLC's lack of legal existence.

12. USA filed an Answer and Consent to Order of Reference on May 25, 2012 indicating that its lien was through its agency the Internal Revenue Service. In fact the lien is not through its Agency, the Internal Revenue Service, but rather a lien by virtue of an abstract of a judgment secured by the United State of America.

13. Plaintiff filed its Reply to Bellamy's Amended Answer, Counterclaim and Cross-Claim on May 29, 2012.

14. On August 29, 2013, Plaintiff filed a Motion to Amend its Complaint to include, as part of its existing reformation action, a request that the Court reform the BC Fund Deed and Davis Deed to designate "BC Fund and Management, LLC" as the grantee and grantor therein, respectively.

15. On November 6, 2013, the Court issued an Order granting Plaintiff's Motion to Amend.

16. Pursuant to the November 6, 2013 Order, Plaintiff filed its Second Amended Complaint on December 4, 2013, adding BC Fund and Management, LLC d/b/a BC Fund, LLC ("BC Fund") as a party to the action and seeking reformation of the BC Fund Deed and Davis Deed to designate BC Fund as the grantee and grantor therein, respectively.

17. Bellamy filed a Second Amended Answer, Counterclaims, and Cross-Claims on December 31, 2012.

18. Davis filed an Answer to the Second Amended Complaint on January 8, 2014.

19. Bellamy filed a Third (titled "Second") Amended Answer, Counterclaims and Cross-Claims and Third Party Complaint on February 19, 2014 in which Bellamy asserts as defenses:

- a. That the Plaintiff fails to state facts sufficient to constitute a cause of action;
- b. Estoppel;
- c. Lack of evidence to support the Plaintiff's reformation request;
- d. Lack of standing to reform the BC Fund Deed;
- e. No consideration for the BC Fund Deed;

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- f. Negligence for failing to verify the existence of BC Fund, LLC;
- g. Names of the parties to a deed may not be reformed;
- h. Laches; and
- i. Unclean Hands.

As a further defense, asserted as a counterclaim against the Plaintiff and a cross claim against Davis, Bellamy requested a declaratory judgment stating that BC Fund, LLC was not a legal entity at the time of the BC Fund Deed and the Plaintiff had constructive notice of that fact; that the BC Fund Deed is null and void because the grantee does not exist; that BC Fund held the Subject Property in trust under the BC Fund Deed for purposes of development; that the development contract between BC Fund and Bellamy is null and void; that there was no mutual mistake in the creation of the BC Fund Deed or the Davis Deed; that the Mortgage is null and void and should be cancelled of record; and that Bellamy is the owner and holder of title to the Subject Property. As a further defense, asserted as a counterclaim against the Plaintiff, a crossclaim against Davis and a third party complaint against William O. Smith ("Smith"), Bellamy actual, special and punitive damages against for civil conspiracy. Finally, in the Second Amended Answer, Bellamy makes a third party complaint against Smith for compensatory and punitive damages arising from alleged fraudulent conduct.

20. The Plaintiff filed a Reply to Bellamy's February 19, 2014 pleading on March 4, 2014.

21. By Order of the Court filed March 18, 2015, this case was referred to the undersigned and Bellamy's Counterclaim for civil conspiracy was dismissed with prejudice.

22. That the Defendant BC Fund and Management, LLC d/b/a BC Fund, LLC and Third Party Defendant are in default as shown by the Affidavit of Default on file herein.

23. All parties and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

24. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Service members Civil Relief Act, and any amendments thereto.

25. No testimony was offered on Bellamy's Third Party complaint against Smith. That claim is outstanding and is not addressed in this Order.

26. The remaining counterclaim and all of the affirmative defenses relate to Bellamy's claim that the BC Fund, LLC and BC Fund and Management, LLC are not the same entity and that the BC Fund Deed is null and void because it purports to be a transfer to an entity that does not exist. Additionally, Bellamy's affirmative defenses challenges the timeliness of the Plaintiff's reformation request (laches), the standing of the Plaintiff to request the reformation of the BC Fund Deed and the Davis Deed, and the ability to reform the BC Fund Deed because of the lack of consideration given by BC Fund, LLC to Bellamy.

FINDINGS OF FACT AS TO THE ENTITY "BC FUND, LLC"

27. BC Fund and Management, LLC is a corporation organized and existing pursuant to the laws of the State of South Carolina. William O. Smith was the sole owner of BC Fund and Management, LLC.

28. At the time of the BC Fund Deed and the Davis Deed, BC Fund and Management, LLC had offices located at 401 Broadway Street, Myrtle Beach, SC. The sign outside of that office listed the name of the business as "BC Fund."

29. Bellamy inherited the Subject Property from a family member and made the decision to develop the Subject Property and pursued real estate developers to assist him with that development.

30. After considering several candidates, Bellamy decided to work with Smith. Smith presented Bellamy with a business plan that listed Smith's interest in the plan as "BCFUND".

31. Bellamy freely and knowingly conveyed the Subject Property to BC Fund, LLC. The conveyance of the Subject Property to BC Fund, LLC was Bellamy's contribution to the enterprise set out in the described business plan.

32. When Attorney Scott B. Umstead closed the transfer of the Subject Property from B.C. Fund, LLC to Davis he secured a resolution from BC Fund and Management, LLC d/b/a BC Fund, LLC. The resolutions was embodied in documents dated November 16, 2007 and entitled "MINUTES OF A SPECIAL MEETING OF THE MEMBERS OF BCFUND AND MANAGEMENT, LLC, D/B/A BC FUND, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, HELD AT THE COMPANY OFFICE, MYRTLE BEACH, SOUTH CAROLINA ON NOVEMBER 16, 2007" and "WAIVER OF NOTICE AND RATIFICATION OF MEETING OF MEMBERS OF BC FUND AND MANAGEMENT, LLC D/B/A BC FUND, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY."

33. The taxpayer identification number used by BC Fund, LLC in association with the transfer of the Subject Property from BC Fund, LLC to Davis was the taxpayer identification number for BC Fund and Management, LLC.

34. Before Bellamy asserted the affirmative defenses and counterclaim suggesting that the BC Fund Deed was null and void, Bellamy filed the following verified *pro se* pleadings

in this action that indicate he understood, at all times material to this matter, that BC Fund, LLC and BC Fund and Management, LLC are the same entity:

- a. Notice of Intent to Enforce Forfeiture Provisions of Contract for Deed dated August 29, 2011 and filed August 30, 2011;
- b. Notice of Termination or Cancellation of a Contract for the Sale of Real Property Due to Default dated and filed October 5, 2011; and
- c. Summons and Third-Party Complaint dated and filed November 2, 2011.

35. At trial, Bellamy testified that BC Fund, LLC was Smith's Company.

36. At trial, Davis testified that BC Fund, LLC and BC Fund and Management, LLC are the same entity.

37. At trial, Scott B. Umstead testified that BC Fund, LLC and BC Fund and Management, LLC are the same entity.

38. At trial, Victoria Pitts, the office manager for BC Fund and Management, LLC, testified that BC Fund, LLC and BC Fund and Management, LLC are the same entity.

**FINDINGS OF FACT AS TO THE AMOUNT DUE ON THE NOTE AND MORTGAGE**

38. The Mortgage constitutes a first mortgage lien and is purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

39. Since the inception of this action, plaintiffs attorneys have assumed responsibility for the institution of this action and have searched and updated the title on the Property from the date the current owner received the Property or the date the Mortgage was executed to the date of the filing of the Lis Pendens.

The Firms have been responsible for the preparation of the following pleadings.

1. Notice of Foreclosure Intervention

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2. Lis Pendens
3. Summons and Complaint and amended pleadings
4. Affidavit of Default
5. Order of Reference
6. Notice of Hearing
7. Proposed Master's Order and Judgment of Foreclosure and Sale
8. Notice of Sale
9. Other documents as applicable pertaining to service, foreclosure intervention and prosecution of the action.

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Additionally, the Firms have arranged for service of process on the Defendant(s), scheduled and attended the hearing in the matter, provided reinstatement/payoff figures to the primary Defendant(s), if requested, and had telephone conversations with the Defendant(s), if requested. Future duties include forwarding copies of the Master's Order and Judgment of Foreclosure and Sale to the Defendant(s), advising the Defendant(s) of the date that the Property will be sold, arranging and coordinating the amount to be bid by Plaintiff, representation of Plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a foreclosure matter, the attendant responsibilities and the outcome obtained for the Plaintiff, I find that the contractual attorneys' fees in the amount of Eight Thousand One Hundred Sixty-Five Dollars and No Cents (\$8165.00) are reasonable.

40. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorneys' fees, secured by the Note and Mortgage, is as follows:

(a)	Total Principal due as of October 1, 2010	\$	132,313.68
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(b)	Interest from September 1, 2010 through May 7, 2018 @ current interest rate of 7.500%	\$	76,243.45
(c)	Escrow Adjustments (debits or credits)	\$	22,395.25
	County Taxes	\$	28,614.83
	Escrow Credit	(\$	6,219.58)
(d)	Late Charges	\$	54.00
(e)	Foreclosure Costs	\$	1287.08
(f)	Attorney Fees	\$	8165.00
	<b>TOTAL DEBT</b>	\$	<b>240,458.46</b>

Interest for the period from the date shown in (b) above, through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the current rate of Seven and 50/100 (7.50%) per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

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41. That the USA may claim to have a lien upon all or a portion of the Property by virtue of that certain Abstract of Judgment entered against Linda M. Nichols, Post office Box 1674, 3658 Sea Mountain Highway, Little River, South Carolina, 29566 on April 17, 2002 in the United States District Court of South Carolina and subsequently recorded in the Horry County Register of Deeds Office on May 8, 2002 in Book 0017 at Page 0308, in the original sum of \$22,348.35. Any lien upon or interest in the Property claimed by the USA does not attach to the Property because the Abstract of Judgment is not entered in the name of any individual in the chain of title of the Property.

42. That the Plaintiff does not waive but specifically demands judgment against Davis for the full amount found to be due to Plaintiff on the Note and Mortgage held by Plaintiff, with the right to enter personal judgment against the Defendant for any deficiency in this action remaining after sale of the mortgaged premises.

43. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).

44. That the Mortgage loan is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac nor did the servicer/investor participate in the Home Affordable Modification Program at the time of the filing of the within action.

CONCLUSIONS OF LAW

I therefore, conclude as follows:

1. Concerning the counterclaim and affirmative defenses based on Bellamy's assertion that that the BC Fund Deed is null and void because BC Fund, LLC did not exist.

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In South Carolina, "a contract is good between parties, no matter how incorrect the names used in the paper may be, if it appears they were intended as the names of the parties to be bound by the contract or to receive its benefits." *Cobb & Seal Shoe Store v. Aetna Ins. Co.*, 78 S.C. 388, 58 S.E. 1099 (1907) (citing *Neely v. Yorkville*, 10 S.C. 147; 1 Thompson on Corporations §294).

In the case of *Sumter Tobacco Warehouse Co. v. Phoenix Ins. Co., Ltd. of London*, 76 S.C. 76, 56 S.E. 654 (1907), property was deeded to "Sumter Tobacco & Cotton Warehouse Company" after the charter for the company had been filed, but before it was actually issued in the name of "Sumter Tobacco Warehouse Company." The defendant argued the misnomer rendered the deed insufficient to prove title to Sumter Warehouse Company. The Court disagreed, stating:

It is the duty of courts to give effect to deeds made in good faith rather than destroy them on technical grounds . . . to hold that the slight change in the name of the corporation should defeat the deed would be to refuse to regard the intention of all parties concerned for the sake of an attenuated technicality.

*Sumter Tobacco Warehouse Co.*, 56 S.E. at 656.

In *Cobb* the Court espoused the same principals in a contract case with facts similar to the case at bar. There, the plaintiff was incorporated under the name "Cobb & Seal Shoe Store," but did business under the name "Cobb & Seals." A policy of fire insurance was issued in the d/b/a name instead of the corporate name, and the defendant asked the court to hold, as a matter of law, that Cobb & Seal Shoe Store could not recover under a policy issued to "Cobb & Seals." The Court ruled in favor of the plaintiff, explaining:

If the real meaning of the contract was to insure the corporate property for the benefit of the corporation, designating the corporation as Cobb & Seals, instead of using its true corporate name, cannot have any effect to relieve the insurer from liability. . . . Evidence that there was no such legal entity as Cobb & Seals, and that the defendant's agent, before issuing the policy, knew that the property was owned by the corporation, Cobb & Seal Shoe Store, tended strongly to show the failure to use the true corporate name in the policy was a mere inadvertence, and that "Cobb & Seals," in the contract, meant the corporation.

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*Cobb*, 58 S.E. at 1099.

Furthermore, it has long been recognized in this state that a corporation may be known by several names in the transaction of its general business. See, *McCall v IKON*, 363 S.C. 646, 652, 611 S.E.2d 315, 318 (2005) (citing *Long v Carolina Baking Co.*, 193 S.C. 255, 259, 8 S.E.2d 326, 332 (1939)). The Reporter's Comments following, S.C. Code Ann. §33-4-101, provide:

Under this section, the corporation must merely 'file' a distinguishable name. It may, but does not have to, use this name in dealing with the public."

The Court in *Long* noted:

"A corporation . . . may have or be known by several names in the transaction of

its general business so that it may enforce, as well as be bound by, contracts entered into in an adopted name other than the regular name under which it was incorporated.”

*Long*, 8 S.E.2d at 332 (citing 13 Am.Jur. 270).

Here, there is ample evidence that the parties to the transactions at issue viewed BC Fund, LLC and BC Fund and Management, LLC as one in the same, and that BC Fund and Management, LLC – through its principal and agents – prominently and unmistakably held itself out as BC Fund, LLC: the sign outside of William Smith’s office; the business plan used by Bobby Bellamy and William Smith; Bobby Bellamy filed verified *pro se* pleadings; corporate documents in the Mr. Umstead’s file; the company’s taxpayer identification number was used at closing when the property was transferred from BC Fund to Tyrone Davis; Bobby Bellamy’s own testimony referencing BC Fund as William Smith’s company at least 3 times; and Bellamy, Davis, Mr. Umstead, and Victoria Pitts all testified that “BC Fund and Management, LLC” and “BC Fund, LLC” were the same entity. Most importantly, testimony from Bellamy showed that while he may have been swindled by the overreaching, fraudulent schemes of Smith, he freely and knowingly conveyed his property by quitclaim deed to BC Fund, LLC. Therefore, while “BC Fund, LLC” may merely have been a d/b/a of BC Fund and Management, LLC, there is clear evidence that failure to use the full corporate name on the deeds was a mere inadvertence, that no party was misled or otherwise prejudiced by the use of “BC Fund, LLC” instead of “BC Fund and Management, LLC.” The names used were intended as the names of the parties to be bound or to receive benefits.

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As such, the BC Fund Deed should not be declared null and void. That deed was a conveyance of the Subject Property by Bellamy to BC Fund and Management, LLC.

2. Concerning the affirmative defense to the reformation cause of action that the Plaintiff lacks standing to request the reformation of the BC Fund Deed.

In the responsive pleadings, Bellamy alleges, as an affirmative defense that the Plaintiff lacks standing to reform the BCFund Deed because the Plaintiff was not a party to the written document or in privity with a party to that Deed.

Plaintiff, as a subsequent grantee or mortgagee of the Subject Property, is in privity with Bellamy under South Carolina law. “[A] deed may be reformed ... if a mistake of description occurs in a series of conveyances, under circumstances that would entitle any one of the vendees to a reformation as against the original vendor. This statement of the law is based upon the principle that parties to deeds—vendors and vendees—in a series of conveyances may claim privity with each other.” *Chisolm v. Pryor*, 207 S.C. 54, 59, 35 S.E.2d 21, 23 (1945).

“Reformation may be had not only by the original parties to the instrument, but also by a real party in interest claiming privity with a party to the instrument such as a grantee or an assignee.” 66 Am.Jur.2d *Reformation of Instruments* § 60. Furthermore, “[a] grantee of property succeeds to the grantor’s right to maintain a suit to reform a prior deed.” *Id.*

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The BC Fund Deed, on its face, shows that Bellamy conveyed his interest in the property to an entity known as “BC Fund, LLC.” The Davis Deed, on its face, shows that “BC Fund, LLC” then conveyed its interest to Davis, who then granted the Mortgage to Plaintiff. These public records, taken together, show that Plaintiff has privity with Bellamy.

3. Concerning the affirmative defense to the reformation cause of action that the BC Fund Deed cannot be reformed because there was no consideration for the transfer.

The BC Fund Deed states that the consideration for the transfer is “..the sum of Five and No/100 Dollars (\$5.00) and no other consideration...” However, at trial Bellamy testified that

the Subject Property was transferred to BC Fund, LLC as his contribution to the low income housing construction enterprise that he freely entered with Smith. The actual and bargained-for consideration for the BC Fund Deed was the recited \$5.00 and Bellamy's interest in his enterprise with Smith.

4. Concerning the affirmative defense that the Plaintiff's cause of action for reformation is barred by the doctrine of laches.

"The equitable doctrine of laches is defined as 'neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done.'" Robinson v. Estate of Harris, 389 S.C. 360, 372, 698 S.E.2d 801, 807 (2010), quoting Hallums v. Hallums, 296 S.C. 195, 198, 371 S.E.2d 525, 527 (1988). "Under the doctrine of laches, if a party, knowing his rights, does not seasonably assert them, but by unreasonable delay causes his adversary to incur expenses or enter into obligations or otherwise detrimentally change his position, then equity will ordinarily refuse to enforce those rights." Robinson, 296 S.C. at 372, 689 S.E.2d at 807, citing Chambers of S.C., Inc. v. County Council of Lee County, 315 S.C. 418, 421, 434 S.E.2d 279, 280 (1993). The party alleging laches must show (1) delay, (2) the delay was unreasonable under the circumstances, and (3) resulting prejudice. Robinson, 296 S.C. at 372, 689 S.E.2d at 807, citing Hallums, 296 S.C. at 199, 371 S.E.2d at 528.

There was no evidence offered as to when the Plaintiff discovered that its mortgagor's grantor was referred to, in the applicable deeds in the chain of title, as BC Fund, LLC and not BC Fund and Management, LLC. The initial reformation request from the Plaintiff was to correct an error in the property description. The Plaintiff did not request a reformation to clarify that BC Fund, LLC was the same entity as BC Fund and Management, LLC until after Bellamy claimed

in his pleadings that the BC Fund Deed was a nullity. Therefore, it appears from the pleadings alone that the Plaintiff did not discover the need to reform the BC Fund Deed to address the name of the Grantor until the pleadings were filed in this matter.

Bellamy also did not provide evidence that the delay in requesting reformation was unreasonable and that there was resulting prejudice. As such, Bellamy has failed to demonstrate that the defense of laches would preclude this Court from awarding the Plaintiff the reformation relief requested.

The Court also notes that the attorney who closed the mortgage loan transaction that created the Mortgage discovered the issue concerning discrepancy between the name of the grantee on the BC Fund Deed and the registered name of the entity BC Fund and Management, LLC. The closing attorney timely addressed that discrepancy by assisting BC Fund and Management, LLC with the creation of corporate documentation that made it clear that BC Funds and Management, LLC did business using the trade name "BC Fund, LLC". BC Fund and Management, LLC created this documentation prior to the transfer of the Subject Property to Davis. As such, even if the Plaintiff knew of the issue relating to the trade name before Bellamy raised it in his pleadings, a fact not in evidence, it would have had every reason to believe that the matter had been resolved by that closing attorney.

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5. Concerning the Plaintiff's request for reformation.

A contract can be reformed if there is material mistake and the mistake is mutual between the parties to the contract. *Independent Nat'l Bank v. Buncombe Prof'l Park, LLC*, 402 S.C. 514, 471 S.E.2d 572 (Ct.App. 2012) (quoting *George v. Empire Fire & Marine Ins. Co.*, 344 S.C. 582, 590, 545 S.E.2d 500, 504 (2001) (quoting *Crosby v. Protective Life Ins. Co.*, 293 S.C. 203, 206, 359 S.E.2d 298, 300 (Ct. App. 1987)). An instrument may be reformed to correct mistakes in

the names of the parties. 66 Am.Jur.2d *Reformation of Instruments* § 51.

The Plaintiff seeks reformation of the property description in the BC Fund Deed, the Davis Deed and the Mortgage. No party contests that relief and it should be granted.

The Plaintiff also seeks reformation of the name of the grantee in the BC Fund Deed and the name of the grantor in the Davis Deed. As I found earlier in this Order when addressing the Bellamy Counterclaim and affirmative defenses, Bellamy freely and knowingly conveyed the Subject Property to BC Fund, LLC. Therefore, while "BC Fund, LLC" may have been a d/b/a of BC Fund and Management, LLC, there is clear evidence that failure to use the full corporate name on the deeds was an inadvertence and a mistake and no party was misled or otherwise prejudiced by the use of "BC Fund, LLC" instead of "BC Fund and Management, LLC." The names used were intended as the names of the parties to be bound or to receive benefits. Reformation of the name of the grantee in the BC Fund Deed and the name of the grantor in the Davis Deed so that both reflect the name "BC Fund and Management, LLC" in place of "BC Fund, LLC" is appropriate and should be ordered.

6. Concerning the Plaintiff's request for judgment on the Note and foreclosure of the Mortgage.

The Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The caption of this matter should be revised to replace the Defendant identified as "United States of America through its Agency - Internal Revenue Service" with "United States of America".
2. Bellamy's request for declaratory relief is denied.

3. The description of the Subject Property in the BC Fund Deed, the Davis Deed and the Mortgage is reformed so that the property description in each shall read:

ALL THAT certain piece, parcel or tract of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Starting at a stake on the corner of Sea Mountain Highway and bounded on the South by Tract B, owned by Tommy J. Bellamy, on the West by North Pointe Development, on the North by Tract D owned by Linda B. Nichols, on the East by Sea Mountain Highway.

4. The language describing the derivation of the BC Fund Deed, the Davis Deed and the Mortgage shall not change.

5. The BC Fund Deed is reformed to reflect that the grantee in that deed is BC Fund and Management, LLC, d/b/a BC Fund, LLC.

6. The Davis Deed is reformed to reflect that the grantor in that deed is BC Fund and Management, LLC, d/b/a BC Fund, LLC.

6. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of Two Hundred Forty Thousand Four Hundred Fifty-Eight and 46/100 Dollars (\$240,458.46) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

7. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the current rate of 7.500% percent per annum.

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8. That the Defendant liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

9. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master in Equity at public auction at the Horry County Justice Center, 1301 2nd Ave., 3rd Floor Conway, SC 29526 in Horry County, South Carolina, on some convenient sales day hereafter, on the following terms, that is to say:

A. **FOR CASH:** The Master in Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Thirty (30) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the current rate of 7.500% percent.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

D. The above referenced instrument constitutes a first mortgage lien and is purchase money mortgage with the proceeds of the loan being used to purchase the property.

E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

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F. If the successful bidder is a third party other than the Plaintiff, interest on the balance of the bid shall be paid to the date of compliance at the rate listed in the figures above.

10. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the 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.

11. The Plaintiff has judgment against the Defendant(s), Tyrone Davis, for the full amount found to be due the Plaintiff on the note and mortgage, with right to enter a personal judgment against the Defendant(s), Tyrone Davis, for any deficiency in this action remaining after sale of the mortgaged premises.

12. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).

13. That the Master in Equity 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, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within Thirty (30) days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

14. That the Master in Equity will apply the proceeds of the sale as follows:

*Handwritten initials/signature*

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

NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further order of the court.

15. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Horry County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued 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.

16. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

17. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record.

18. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said 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 filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Master in Equity

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is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

19. The Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

20. Upon issuance of a Master in Equity's Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to M&T Bank by Tyrone Davis, dated November 16, 2007 and recorded November 19, 2007, in Mortgage Book 4996 at page 1970.

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

ALL THAT certain piece, parcel or tract of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Starting at a stake on the corner of Sea Mountain Highway and bounded on the South by Tract B, owned by Tommy J. Bellamy, on the West by North Pointe Development, on the North by Tract D, owned by Linda B. Nichols, on the East by Sea Mountain.

This being a portion of the same property conveyed to Sheila B. Goff, Linda B. Nichols, Bobby G. Bellamy and Tommy J. Bellamy by Deed of Distribution of Estate of Lela Bellamy Young dated December 27, 2006 and recorded December 28, 2006 in the Register of Deeds Office for Horry County, State of South Carolina, Book 3207 at Page 2080. Thereafter, Linda B. Nichols, Sheila B. Goff and Tommy J. Bellamy conveyed the subject property to Bobby J. Bellamy, dated January 3, 2007 and recorded January 9, 2007 in the Register of Deeds Office for Horry County, State of South Carolina in Book 3211 at Page 1955. Thereafter Bobby J. Bellamy conveyed the subject property to BC Fund, LLC dated June 29, 2007 and recorded on July 18, 2007 in the Register of Deeds Office for Horry County, State of South Carolina, in Book 3261 at Page 2091. Thereafter, BC Fund, LLC conveyed the subject property to Tyrone Davis by deed dated November 16, 2007 and recorded on November 19, 2007 in the Register of Deeds Office for Horry County, State of South Carolina in Book 3294 at Page 817.

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3664 SEA MOUNTAIN HIGHWAY  
LITTLE RIVER, SC 29566  
TMS# 130-00-01-219

22. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

23. No decision is entered on Bellamy's third party complaint against Smith.

JUDGE'S SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2018 May 04 3:32 PM - Horry - COMMON PLEAS - CASE#2011CP2601809

~~SA~~  
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FORM 4

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

JUDGMENT IN A CIVIL CASE  
 CASE NO: 2011-CP-26-01809

M&T Bank  
 PLAINTIFF(S)

Tyrone Davis; Bobby J. Bellamy; BC Fund and Management,  
 LLC d/b/a BC Fund, LLC and United States of America  
 DEFENDANT(S)

Bobby J. Bellamy,  
 THIRD-PARTY PLAINTIFF,

vs.

William O. Smith,  
 THIRD-PARTY DEFENDANT

Submitted by: W. Cliff Moore, III (S.C. Bar No. 4067), John B. Kelchner (S.C. Bar No. 13589)	Attorney for: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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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 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(f), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to contract, vacate or modify arbitration award;  Other
- STAYED DUE TO BANKRUPTCY**
- 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 (final order to follow)  Statement of Judgment by the Court

ORDER INFORMATION

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

Foreclosure Action

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)
M&T Bank	Tyrone Davis	\$N/A
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: 3664-SEA MOUNTAIN HIGHWAY, LITTLE RIVER, SC 29566 / TMS# 130-00-01-219		

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.  
 E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Cynthia Graham Howe, Master in Equity

Judge Code

Date

For Clerk of Court Office Use Only

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

and a copy mailed first class or placed in \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to \_\_\_\_\_

W. Cliff Moore, III (S.C. Bar No. 4067)  
John B. Keilchner (S.C. Bar No. 13589)

SEE FORM 4 ATTACHMENT  
\_\_\_\_\_  
\_\_\_\_\_

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

\_\_\_\_\_  
CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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ELECTRONICALLY FILED - 2018 May 04 3:32 PM - HORRY - COMMON PLEAS - CASE#2011CP2601809

**FORM 4 ATTACHMENT**

Daniel J. Orvin  
Womble Bond Dickinson LLP  
Attorney for Defendant Tyrone Davis

Howell V. Bellamy, Jr.  
Howell V. Bellamy, III  
Bellamy, Rutenberg, Copeland, Epps, Gravely & Bowers PA  
Attorney for Defendant Bobby J. Bellamy

George J. Conits  
U.S. Attorney's Office  
Attorney for Defendant United States of America

ELECTRONICALLY FILED - 2018 May 04 3:32 PM - HORRY - COMMON PLEAS - CASE#2011CP2601809



Horry Common Pleas

**Case Caption:** M&T Bank , plaintiff, et al VS Tyrone Davis , defendant, et al  
**Case Number:** 2011CP2601809  
**Type:** Master/Order/Form 4

So Ordered

s/Cynthia Graham Howe, 3073, Master in Equity

Electronically signed on 2018-05-04 11:09:59 page 28 of 28

ELECTRONICALLY FILED - 2018 May 04 3:32 PM - HORRY - COMMON PLEAS - CASE#2011CP2601809

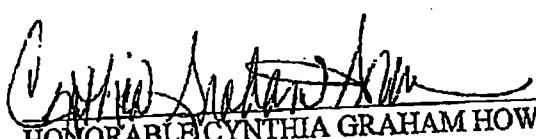
STATE OF SOUTH CAROLINA )  
HORRY COUNTY )  
M & T Bank, )  
Plaintiff, )  
vs. )  
Tyroné Davis, et al., )  
Defendants. )

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT  
CIVIL ACTION NO.: 2011-CP-26-01809

MASTER IN EQUITY'S REPORT  
ON SALE AND DISBURSEMENTS

1. Pursuant to Order of Court and after due notice and advertisement, the undersigned office sold the property, subject of this action, on sales day, **September 4th, 2018**, to **Leticia LLC**, its successors and assigns, for the sum of **One Hundred Five Thousand and No/100 (\$105,000.00) dollars**. This was the highest bid made on sales day.
2. I have executed and delivered to **Leticia LLC**, its successors and/or assigns, a good and sufficient deed of conveyance.
3. The following costs have been incurred and funds received and disbursed as set out in Exhibit A.
4. All the funds having been disbursed, I hereby order the file closed and the case ended.

*GAH*

  
HONORABLE CYNTHIA GRAHAM HOWE  
MASTER IN EQUITY FOR HORRY COUNTY

*September 3, 2019*  
Conway, South Carolina

**RECEIVED**  
OCT 17 2019  
SC Court of Appeals

**"EXHIBIT A"**

**CIVIL ACTION NUMBER:2011-CP-26-1809**

**AMOUNT OF BID:**

**\$ 105,000.00**

**RECEIPTS:**

Master's Commission	\$	1,050.00
Paid by Third Party	\$	103,950.00
Interest Paid	\$	7,359.50

**TOTAL RECEIPTS:**

**\$ 112,359.50**

*2*  
*Cost*

**DISBURSEMENTS:**

Master's Commission	\$	1,050.00
Disbursed to Plaintiff (Hutchens Law Firm)	\$	111,309.50

**TOTAL DISBURSED:**

**\$ 112,359.50**

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
Leticia, LLC, )  
Movant, )  
In Re: )  
M&T Bank, )  
Plaintiff, )  
vs. )  
Tyrone Davis; Bobby J. Bellamy; BC Fund )  
And Management, LLC d/b/a BC Fund, LLC )  
And United States of America; )  
Defendants. )

---

Bobby J. Bellamy, )  
Third Party Plaintiff, )  
Vs. )  
William O. Smith, )  
Third Party Defendant, )

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT  
C/A NO.: 2011-CP-26-01809

WRIT OF ASSISTANCE

**RECEIVED**  
OCT 17 2019  
SC Court of Appeals

This matter is before me on the motion of Leticia, LLC, the Movant and Grantee under the foreclosure deed, seeking to remove the Defendants, Tyrone Davis, Bobby J. Bellamy, any tenants claiming under them, and any other occupant of 3672 Sea Mountain Highway, Little River, SC 29566, and all of their personal property located within or on the subject premises.

The Plaintiff commenced a foreclosure action against the Defendant(s) for the purpose of foreclosing a mortgage attached to the following real property:

ALL THAT certain piece, parcel or tract of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Starting at a stake on the corner of Sea Mountain Highway and bounded on the South by Tract B, owned by Tommy J. Bellamy, on the West by North Pointe Development, on the North by Tract D, owned by Linda B. Nichols, on the East by Sea Mountain.

Being the property conveyed to the Mortgagor herein by Deed recorded simultaneously herewith.

Tax Map No.: 130-00-01-219

Property Address: 3672 Sea Mountain Highway, Little River, SC 29566

The undersigned has jurisdiction over this matter pursuant to the Order of Reference filed March 13, 2015. A Master's Report and Order of Foreclosure and Sale was issued by this Court on May 4, 2018 and the subject property was sold at public auction in accordance with the Order of Foreclosure on September 4, 2018. The Movant, Leticia, LLC, is the Grantee pursuant to the foreclosure deed recorded September 4, 2019 pursuant to the public sale of the subject property on September 4, 2018 and is entitled to possession of the subject property. The Defendant(s) Tyrone Davis, Bobby J. Bellamy, or others claiming through the Defendant(s) still occupy and have within the premises certain items of personal property and furniture which they have failed and refused to remove from the premises although they have been informed that the property is now owned by Movant Leticia, LLC.

Movant Leticia, LLC, is entitled to possession of the property as Grantee under the foreclosure deed recorded September 4, 2019.

Movant, Leticia, LLC, is entitled to a Writ of Assistance to remove the Defendant(s) Tyrone Davis, Bobby J. Bellamy, together with any and all persons whatsoever claiming under them and all of their personal belongings from the subject premises and to put Leticia, LLC in possession thereof.

IT IS THEREFORE ORDERED that Movant, Leticia, LLC, be and is entitled to recover possession of the subject property described above.

IT IS FURTHER ORDERED that after service of a copy of this Order, the Sheriff of Horry County, South Carolina, or his authorized deputies, be, and are hereby, directed and authorized to enter upon the aforescribed premises, by force if the same be necessary, at a date and time to be determined by the Sheriff, and seize the said premises and to remove therefrom any and all such persons who may be occupying the same, together with all their possessions and personal property, including the Defendant(s), Tyrone Davis, Bobby J. Bellamy,, any tenants claiming under them, to put Movant Leticia, LLC in full peaceful and quiet possession of the premises without delay, and thereafter, and make immediate return to the undersigned showing how this Order has been executed.

AND IT IS SO ORDERED.

---

Ralph P. Stroman  
Special Referee for Horry County

Conway, South Carolina  
\_\_\_\_\_, 2019

ELECTRONICALLY FILED - 2019 Sep 09 3:23 PM - HORRY - COMMON PLEAS - CASE#2011CP2601809



Horry Common Pleas

**Case Caption:** M&T Bank , plaintiff, et al VS Tyrone Davis , defendant, et al  
**Case Number:** 2011CP2601809  
**Type:** Special Referee/Order/Writ of Assistance

So Ordered

s/Ralph P. Stroman, 2098, Special Referee for  
Horry County

Electronically signed on 2019-09-09 13:15:07 page 4 of 4

ELECTRONICALLY FILED - 2019 Sep 09 3:23 PM - HORRY - COMMON PLEAS - CASE#2011CP2601809

Exhibit 1

Instrument#: 2007000102181, DEED BK: 3261 PG: 2091 DOCTYPE: 001 07/18/2007 at  
01:50:12 PM, 1 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF  
DEEDS

TMS Number correct  
1202001216

**QUITCLAIM DEED**

**STATE OF SOUTH CAROLINA**

**COUNTY OF HORRY**

KNOW ALL MEN BY THESE PRESENTS, THAT, I/we Bobby J. Bellamy, the Grantor(s), for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and no other consideration to the Grantor(s) in hand paid at and before the sealing of these presents by BCFUND LLC, the Grantees, in the state aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by BCFUND LLC, his heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit

ALL THAT CERTAIN piece, parcel, or tract of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Situated at a stake on the corner of sea Mountain Highway and bounded on the south by Tract B owned by Tommy J. Bellamy, on the east by North Pointe Development, on the North by Tract D owned by Linda B. Nichols, on the east by Sea Mountain Highway.

This is a portion of property conveyed to Charles Bellamy by Floyd and Essie Bellamy by deed 2/1/58, recorded in Deed Book 201 at page 362 and then later conveyed from Lela Bellamy estate to heirs in deed book 3207, page 2080 in the office of the Register of Mesne Conveyances for Horry County. This property is shown as Tract C on a map of the Bellamy Family estate lands, dated August 14th 2006 by JWH engineering.

Tax Map # 130-00-01-042

Grantee's Address 401 Broadway Suit 101  
Myrtle Beach SC 29577

Grantor's Address Bobby J. Bellamy  
3664 Sea Mountain Highway  
Little River, S.C 29566

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said  
BCFUND LLC, his heirs and assigns, nor any other person or persons, claiming under him, shall at any  
time hereafter, by and way or means, have, claim or demand any right or title to the aforesaid premises or  
appurtenances, or any part of parcel thereof, forever.

WITNESS their hands and seals this 29 day of June, 2007

Signed, Sealed and Delivered  
In the presence of

Jane D. Moore  
1<sup>st</sup> Witness

Star L. Studds  
2<sup>nd</sup> Witness / NOTARY

Bobby Bellamy  
[Signature]

I the undersigned, and Notary Public for South Carolina hereby certify that Carlos Cooper  
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this me this 29 day of June, 2007.

Star L. Studds

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT

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

- 1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in the county of Horry as shown on a plat of a division of lands of Bellamy Estate.
Bearing Horry County Tax Map Number 103-00-01-042
was transferred by Bobby J. Bellamy on

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) X exempt from the deed recording fee because (See Information section of affidavit)
EXEMPT FROM FEES
(If exempt, please cite Section 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 grant 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. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:

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

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

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

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.

[Signature]
Responsible Person Connected with the Transaction

SWORN to before me this 29 day of JUNE year of 2007
[Signature]

[Signature] Bobby Bellamy
Print or type the above name here

Notary Public for SC
My Commission Expires: 2/28/12

[Signature]

# Exhibit 2

11:08:13 AM, 1 OF 3, EXEMPT, BALLERY V. SKIPPER, Horry County, SC REGISTRAR DEEDS



TAS Number correct  
130001270

STATE OF SOUTH CAROLINA  
REGISTRAR DEEDS  
Horry County

## QUITCLAIM DEED

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

KNOW ALL MEN BY THESE PRESENTS, THAT, I/we Tommy J. Bellamy, the Grantor(s), for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and no other consideration to the Grantor(s) in hand paid at and before the sealing of these presents by BCFUND LLC, the Grantees, in the state aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by BCFUND LLC, his heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL THAT CERTAIN piece, parcel, or tract of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Situated at a stake on the corner of Sea Mountain Highway and bounded on the south by Tract A owned by Sheila B. Golf, on the West by North Pointe Development, on the North by Tract C owned by BCFUND LLC, on the east by Sea Mountain Highway.

This is a portion of property conveyed to Charles Bellamy by Floyd and Essie Bellamy by deed 2/1/58, recorded in Deed Book 201 at page 362 and then later conveyed from Lela Bellamy estate to heirs in deed book 3207, page 2080 in the office of the Register of Mesne Conveyances for Horry County. This property is shown as Tract B on a map of the Bellamy Family estate lands, dated August 14th 2006 by JWH engineering.

Tax Map # 130-00-01-042

Grantee's Address: 401 Broadway Sult 101  
Myrtle Beach SC 29577

Grantor's Address: Tommy J. Bellamy  
3684 Sea Mountain Highway  
Little River, S.C 29566



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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said BCFUND LLC, his heirs and assigns, nor any other person or persons, claiming under him, shall at any time hereafter, by and way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

WITNESS their hands and seals this 4 day of October, 2007

Signed, Sealed and Delivered  
In the presence of

[Signature]  
1<sup>st</sup> Witness

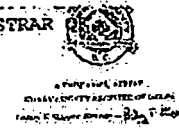
[Signature]  
2<sup>nd</sup> Witness / NOTARY

[Signature]

STAR L. STUBBS  
Notary Public  
State of South Carolina  
Commission Expires Aug. 27, 2012

I the undersigned, and Notary Public for South Carolina hereby certify that Carlos Cooper personally appeared before me this day and acknowledged the due execution of the foregoing instrument,

Witness my hand and official seal this me this 4 day of October, 2007.



STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

AFFIDAVIT

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

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located in the county of Horry as shown on a plat of a division of lands of Bellamy Estate bearing Horry County Tax Map Number 103-00-01-043

was transferred by Tommy J. Bellamy on \_\_\_\_\_

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).

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 open 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. 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: 5.00

(b) Place the amount listed in item 5 above here: 3.00  
(If no amount is listed, place zero here.)

(c) Subtract line 6(b) from line 6(a) and place result here: 3.00

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

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

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.

William D. Smith  
Responsible Person Connected with the Transaction

William D. Smith  
Write or type the above name here.

SWORN to before me this 4

day of October year of 2011

Notary Public for S.C.

My Commission Expires: 8/27/2012

Star A. Smith

## Limited Liability Company

### Legal Name

BC Fund, LLC

### Information

**SosId:** 0656200

**Status:** Admin. Dissolved

**Annual Report Status:** Not Applicable

**Citizenship:** Domestic

**Date Formed:** 12/16/2002

**Registered Agent:** Bost, Danny G.

### Addresses

Reg Office	Reg Mailing
45 Church St., SE	PO Box 1111
Concord, NC 28025	Concord, NC 28026

### Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

# The State of South Carolina



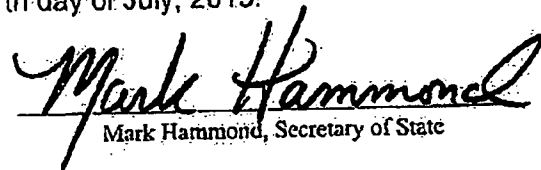
*Office of Secretary of State Mark Hammond*

## Certificate of No Record

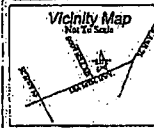
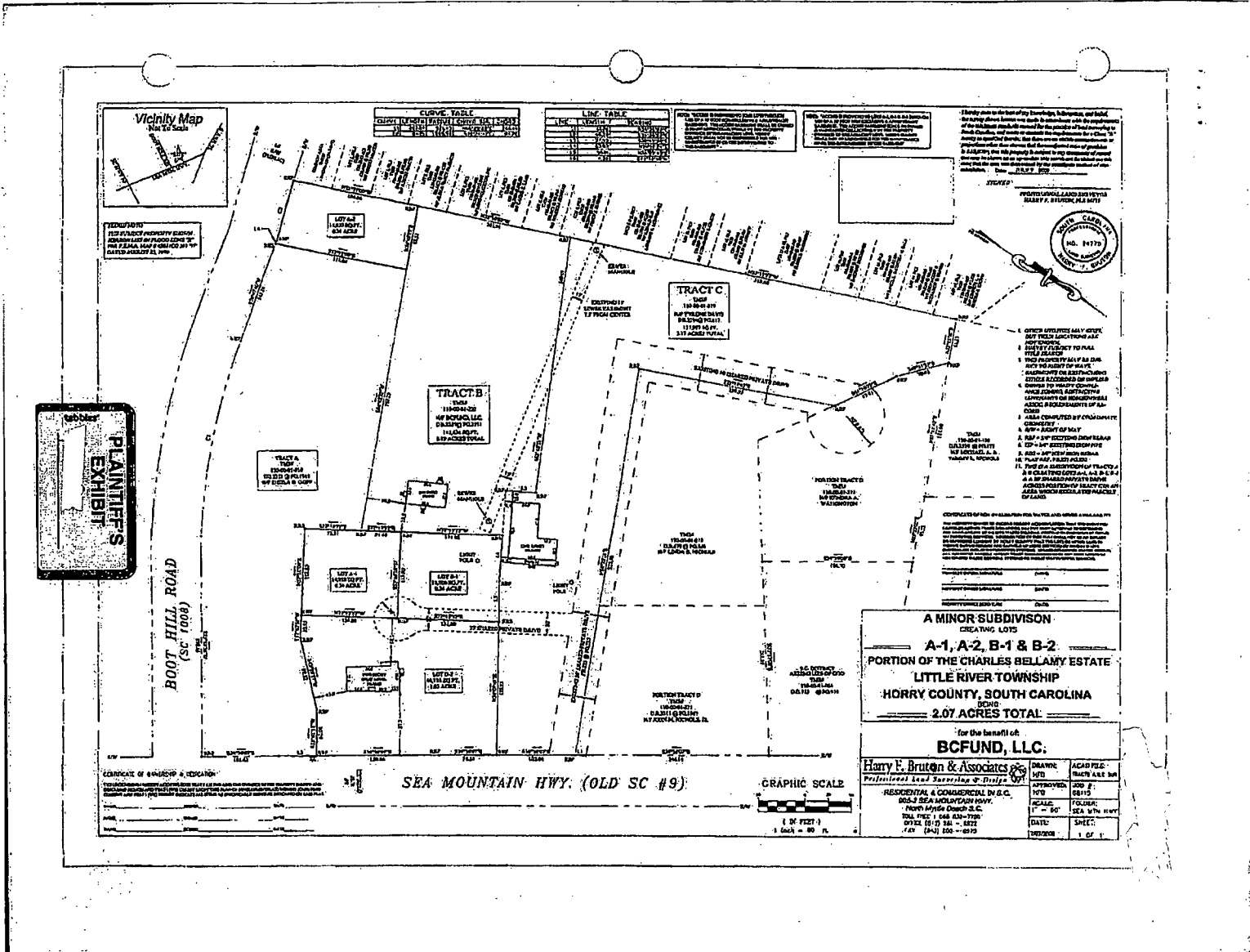
I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

At this time, this office can find no record of a corporation using the name:  
BC FUND, LLC

Given under my Hand and the Great  
Seal of the State of South Carolina this  
17th day of July, 2013.

  
Mark Hammond, Secretary of State

# Exhibit 5



Curve No.	Stationing	Radius	Chord	Angle
1	10+00 to 10+50	1000.00	100.00	90.00
2	10+50 to 11+00	1000.00	100.00	90.00

Line No.	Stationing	Length
1	10+00 to 10+50	50.00
2	10+50 to 11+00	50.00

NOTES: 1. THIS PLAT IS BASED UPON THE SURVEY OF THE CHARLES BELLAMY ESTATE AS SHOWN ON PLAT NO. 10179, Horry County, South Carolina, and is subject to all easements, covenants, and restrictions thereon.

NOTES: 2. THIS PLAT IS BASED UPON THE SURVEY OF THE CHARLES BELLAMY ESTATE AS SHOWN ON PLAT NO. 10179, Horry County, South Carolina, and is subject to all easements, covenants, and restrictions thereon.

1. This plat is based on the survey of the Charles Bellamy Estate as shown on Plat No. 10179, Horry County, South Carolina, and is subject to all easements, covenants, and restrictions thereon.



**PLATTEES EXHIBIT**

CERTIFICATE OF SHARED EASEMENT: This easement is shared by all lots created by this plat and shall be used for the purpose of ingress and egress to and from the lots.

SEA MOUNTAIN HWY. (OLD SC #9)



**A MINOR SUBDIVISION CREATING LOTS A-1, A-2, B-1 & B-2**  
**PORTION OF THE CHARLES BELLAMY ESTATE**  
**LITTLE RIVER TOWNSHIP**  
**Horry County, South Carolina**  
**2.07 ACRES TOTAL**

for the benefit of  
**BCFUND, LLC.**

Harry F. Bruton & Associates  
 Professional Land Surveyors & Engineers  
 Residential & Commercial Division  
 North Myrtle Beach, S.C.  
 Tel. (843) 538-7770  
 Fax (843) 538-8822  
 Cell (843) 538-8822

DATE: 08/15/15	SHEET: 1 OF 1
APPROVED BY: [Signature]	SCALE: 1" = 60'
PROJECT: SEA MOUNTAIN HWY	TOWNSHIP: LITTLE RIVER
PLAT NO: 10179	ACRES: 2.07

# Exhibit 6

## **BELLAMY & BELLAMY ENTERPRISE LLC. DEVELOPMENT PROJECT**

### **Preparation**

We will need a Tentative Subdivision Map for County approval. Investigate Zoning and General Plan Designation for our project site. Our development plan should conform to both of these Land Use designations. If there is a conflict, a Rezone or a Rezone/General Plan Amendment may be necessary. The cost to develop will vary greatly depending on type and style of structures we place on the site.

### **Topographic Survey**

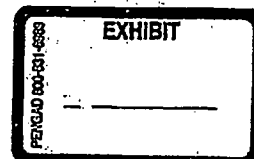
Depending on the land we use and the size of the project a ground survey or an aerial survey supplemented with a ground survey is utilized. Typically a two-foot contour interval will be used depending on the steepness of the topography. In addition to the site, an area approximately 50' to 100' around the perimeter of the site is mapped. The ground survey locates the existing utilities and other physical features not shown on the aerial survey. Oak trees and other native trees that might be removed or preserved are located. An orthophoto can be utilized to determine the tree canopy area as required by our County.

### **Tentative Map**

The Tentative Map is developed based on the Topographic Survey. A Tentative Map contains a dimensioned lot conforming to the County standards such as lot size, minimum road frontage and other standards specific to the County. Map elements include, but are not limited to the following: existing and proposed utilities, existing and proposed drainage structures, proposed road section, road grades, limits of cuts and fills, grades for any padded lots, list of agencies providing services and any other information required by the County.

### **Potential Engineering Reports and Studies**

1. Will-Serve letters from the utility agencies providing services may be required.
2. Site Investigation for Sewage Disposal Areas and Ground Water Elevation if septic is planned for onsite sewage disposal.
3. Drainage Report for surface water runoff and effects on onsite drainage system and downstream drainage systems showing existing and post-development flows.
4. Soils and Geology investigation of the site to determine soil type and any geologic hazards on or near the site.
5. Geotechnical study for roadways and public utilities.
6. Traffic Study to determine the traffic impacts of the development as well as existing traffic conditions.
7. Air quality analysis to determine the impacts of the development on the air quality within the air basin.
8. Archeological and Historical Resource Report to find any historical or prehistoric site located within the development.
9. Biological Study (Wetlands, Plants and animals) to find or determine if there is habitat for any endangered plant, animals or insects, and to delineate any wetland or "waters of the U.S." onsite.



10. Acoustical Analysis could be required if near a major transportation source, or adjacent or near existing stationary noise sources. This study is to determine the impacts of noise sources on the development and possible mitigation measures.
11. Preliminary Grading Plan showing the limits of the grading, slopes, road grades and other information required by the County.
12. Tree Preservation Plan showing the location and canopy of the existing trees and the trees to be removed. In addition, a mitigation plan prepared by a Licensed Arborist or Botanist showing the native trees to be removed or preserved as a result of the development.
13. Horry County may require a slope map showing slope categories on the map.
14. Horry County may require maps showing Zoning and General Plan designation on site and adjacent properties along with existing land use.
15. Horry County may require maps showing properties within 500 feet of the site and require a list of names and address of the property owners.

#### **Tentative Map Application**

Once the required studies are complete, they will be compiled along with maps and exhibits. Utilizing the information from the Tentative Map and reports, the applications and environmental questionnaire can be filled out for submission to the County.

#### **Tentative Map Processing**

Application for the Tentative Map is submitted to the County and the map is circulated to a list of agencies and organizations for comments. Based on the comments, the County may require some or all of the above-mentioned engineering reports that were not required at the time of submittal. They may also require we to expand on existing studies. In some cases the project could require a redesign due to the comments.

Once the application is complete, an environmental document is prepared and the project is set for a hearing. As a result of the hearing, the map is either Conditionally Approved or Denied. The approval of the Tentative Map is only good for three years in most cases and five one-year time extensions can be applied for.

#### **Final Map Development**

After the Tentative Map has reached final approval, we can then move forward to Final Map stage. The Final Map is the actual creation of the new parcels. The Final Map is filed once the Conditions of Approval have been satisfied.

#### **Other Considerations**

If we are developing a Parcel Map, Rezoning the parcel, requesting a General Plan Amendment, Special Use Permit or any other County approval requiring an Environmental Document, we may be required to provide some or all of the above mentioned engineering reports.

#### **Please Note**

Additional consultants may be required to comply with County, State and Federal requirements. Survey of boundary is typically generated from record data. Application fees, processing fees, or any other fee required for submittal, processing and approval of the Tentative Subdivision Map is generally our responsibility.

**BELLAMY & BELLAMY DEVELOPMENT PROJECT**

Land Usage	6000	Sqr Feet	aprox	0.5	Acres	
	Length	Width	Total	Units	Sqr Ft Per	Bedrooms
Structure	75	30	2250	4	1000	3
F.setback	80	25	2000			
B.setback	80	10	800			
L.setback	30	15	450			
R.setback	30	15	450			

Land Usage	Project Cost	Project Equity	Total Value
5950	\$ 4,520,000.00	\$ 4,720,000.00	\$ 9,240,000.00

<b>Units 1-2</b>						
	Per Sqr	Total Sqr	Complete Cost	equity		
Cost Per Unit	\$ 65.00	8,000.00	\$ 520,000.00			
Appraisal	\$ 105.00	8,000.00	\$ 840,000.00	\$ 320,000.00		
Income	Per Mo \$ 800.00	Units 8	Total Monthly \$ 6,400.00	Debt Serv \$ 4,349.00	Gross Inc \$ 2,051.00	Net Inc \$ 1,025.50
		40%	Bellamy	Monthly \$ 410.20	Annual Income \$ 4,922.40	Complete
		40%	Bellamy	\$ 410.20	\$ 4,922.40	Monthly
		20%	BCFUND	\$ 205.10	\$ 2,461.20	\$ 1,025.50

<b>Units 4-5</b>						
	Per Sqr	Total Sqr	Complete Cost	equity		
Cost Per Unit	\$ 50.00	8,000.00	\$ 400,000.00			
Appraisal	\$ 105.00	8,000.00	\$ 840,000.00	\$ 440,000.00		
Income	Per Mo \$ 800.00	Units 8	Total Monthly \$ 6,400.00	Debt Serv \$ 3,345.00	Gross Inc \$ 3,055.00	Net Inc \$ 1,527.50
		40%	Bellamy	Monthly \$ 1,021.20	Annual Income \$ 12,254.40	Complete
		40%	Bellamy	\$ 1,021.20	\$ 12,254.40	Monthly
		20%	BCFUND	\$ 510.60	\$ 6,127.20	\$ 2,553.00

<b>Total Project</b>						
	Per Mo	Units	Total Monthly	Debt Serv	Gross Inc	Net Inc
	\$ 800.00	96	\$ 76,800.00	\$ 37,799.00	\$ 39,001.00	\$ 19,500.50
		40%	Bellamy	Monthly \$ 7,800.20	Annual Income \$ 93,602.40	Complete
		40%	Bellamy	\$ 7,800.20	\$ 93,602.40	Monthly
		20%	BCFUND	\$ 3,900.10	\$ 46,801.20	\$ 19,500.50

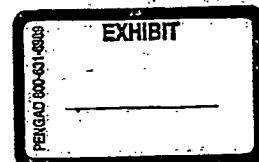
# PHASE I - M & T BANK

## BELLAMY PROJECT

LAND VALUE		\$	170,000.00	
COST OF COMPLETION	75%	\$	127,500.00	
DRAW # 1	20%	\$	25,500.00	
Tax Payment		\$	(2,186.84)	\$ 23,313.16
Planning & Zoning		\$	(1,428.00)	\$ 21,885.16
Utilities		\$	(1,510.16)	\$ 20,375.00
Survey		\$	(1,300.00)	\$ 19,075.00
Site Map		\$	(375.00)	\$ 18,700.00
Core of Engineers		\$	(3,500.00)	\$ 15,200.00
Engineering-lay out		\$	(2,700.00)	\$ 12,500.00
Rough Road Layout		\$	(12,500.00)	\$ -
REMAINING BALANCE		\$	102,000.00	
INTEREST PAYMENT	14.75%	\$	626.88	

BOBBY BELLEMY

WILLIAM O SMITH



**BELLAMY & BELLAMY ENTERPRISE LLC.**

- 1) Set up Corporation**
- 2) Place Assets into Corporation**
- 3) Complete Prospectus**
- 4) Research**
- 5) Amend Prospectus**
- 6) Acquire Funding**
- 7) Phase 1 Construction**

**STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
ARTICLES OF ORGANIZATION  
LIMITED LIABILITY COMPANY**

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to Sections 33-44-202 and 33-44-203 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the limited liability company which complies with Section 33-44-105 of the South Carolina Code of 1976, as amended is

BELLAMY & BELLAMY ENTERPRISE LLC

2. The address of the initial designated office of the Limited Liability Company in South Carolina is

401 BROADWAY SUITE 101

Street Address

<u>MYRTLE BEACH</u>	<u>SOUTH CAROLINA</u>	<u>29577</u>
City	State	Zip Code

3. The initial agent for service of process of the Limited Liability Company is

<u>William Smith</u>	_____
Name	Signature

and the street address in South Carolina for this initial agent for service of process is

401 Broadway Suite 101

Street Address

<u>MYRTLE BEACH</u>	<u>SOUTH CAROLINA</u>	<u>29577</u>
City	State	Zip Code

4. The name and address of each organizer is

(a) William Smith

Name
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401 Broadway Suite 101

Street Address	City
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<u>Myrtle Beach</u>	<u>South Carolina</u>	<u>29577</u>
City	State	Zip

***BELLAMY & BELLAMY ENTERPRISE LLC***

(b) Bobby Bellamy  
Name

Street Address

SOUTH CAROLINA

29510

City

State

Zip Code

5.  Check this box only if the company is to be a term company. If so, provide the term specified:

6.  Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:

(a)

Name

Street Address City

State Zip Code

(b)

Name

Street Address City

State Zip Code

(c)

Name

Street Address City

State Zip Code

(Add additional lines if necessary)

**BELLAMY & BELLAMY ENTERPRISE LLC**

**Name of Limited Liability Company**

7.  Check this box only if one or more of the members of the company are to be liable for its debts and obligations under section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

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8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:

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9. Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.

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10. Signature of each organizer

---

Date

---

Date

***UNITY DEVELOPERS, LLC***

**Name of Limited Liability Company**

## **FILING INSTRUCTIONS**

1. File two copies of this form, the original and either a duplicate original or a conformed copy.
2. If space on this form is not sufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of the space on the form.
3. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State  
P.O. Box 11350  
Columbia, SC 29211

## **NOTE**

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME ON OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-1728.

**OPERATING AGREEMENT FOR  
BELLAMY & BELLAMY ENTERPRISE LIMITED LIABILITY COMPANY**

THIS OPERATING AGREEMENT Articles is made as of the \_\_\_\_ day of \_\_\_\_\_ 2007 and among the signatories identified on the signature pages hereto.

IN CONSIDERATION OF the mutual promises of the parties hereto and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. **Community Development Agency LLC**

The name of the limited liability company shall be **BELLAMY & BELLAMY ENTERPRISE LLC**

**2. PURPOSE**

Developed tracks of land as well as individual parcels to provide suitable housing for individuals and there families. Not to exclude the developing of land for the sole purpose of building suitable structures for local business or non profit organizations. These buildings and land will be designed to meet the needs of the local community.

**Development Process**

1. Acquire Parcel of Land
2. Petition local community for proper Zoning to meet the needs of the proposed Development.
3. Prepare prospectus including projected profit loss statements.
4. Submit proposal to planning to the review board
4. Build proposed structures.
5. Supply the proper marketing to accomplish the task in prospectus.

**3. REGISTERED OFFICE AND AGENT**

The name of the registered agent of the limited liability company shall be William O. Smith. The registered office of the limited liability company shall be located at 401 Broadway Suite 101 Myrtle Beach SC. 29577.

**4. FILING OF ARTICLES OF ORGANIZATION**

The members of the limited liability company shall:

(a) promptly file a duly executed original copy of the Articles of Organization of the limited liability company, together with one or more additional copies thereof as appropriate, with the Secretary of State of South Carolina and in such other place or places as may be required by law.

(b) Tender and pay all fees, charges and do all other things requisite for the due formation of the limited liability company pursuant to the laws of the State of South Carolina.

**5. TERM**

The limited liability company shall be deemed formed at the time of the filing of the Articles of Organization with the Secretary and shall continue for a period of thirty (30) years from the date of filing, unless sooner terminated pursuant to the further provisions of these Articles.

**6. INTERESTS AND CONTRIBUTIONS OF MEMBERS**

6.1 The name and present mailing address of each member and the percentage interest of each member of the limited liability company are set forth on Schedule I hereto. The total amount of cash constituting the initial aggregate contribution by the members is \$1,000,000.00

6.2 The initial contribution of each member shall be contributed to the limited liability company upon execution of these Articles by such member.

6.3 An individual capital account shall be maintained for each member. The capital account of each member shall consist of such member's initial contribution, increased by:

- (a) additional contributions made by such member, and
- (b) such member's share of the limited liability company's net profits,

and decreased by:

- (i) distributions made to such member, and
- (ii) such member's share of the limited liability company's losses,

all in accordance with any applicable provision of the Internal Revenue Code of 1986, as amended (the "Code"), or any rule or regulation thereunder.

6.4 No additional contributions have been agreed to as of the date of these articles, and none shall be required or permitted without the unanimous written consent of all the members.

6.5 Except as set forth in Article 13.3, a member shall not receive from the limited liability company any part or all of his or her contribution to capital until:

(a) all liabilities of the limited liability company, except liabilities to members on account of their contributions to capital, have been paid or there remains property of the limited liability company sufficient to pay them;

(b) the consent of all members is had; unless the return of the contribution to capital may be rightfully demanded as provided herein; and

(c) the Articles of Organization or these Articles are cancelled or so amended as to set out the withdrawal or reduction of the contributions of capital.

6.6 Subject to the provisions of Article 6.5, a member may rightfully demand the return of his or her contribution only upon the dissolution of the limited liability company.

6.7 The limited liability company shall have the discretion to distribute cash, notes, property or a combination thereof to a member in return for his or her contribution to capital as it deems appropriate.

6.8 A member of the limited liability company may have the limited liability company dissolved and its affairs wound up when:

(a) the member rightfully but unsuccessfully has demanded the return of his or her contribution to capital; or

(b) the other liabilities of the limited liability company have not been paid, or the limited liability company's property is insufficient for their payment and the member would otherwise be entitled to the return of his or her contribution.

## **7. ALLOCATION OF PROFITS AND LOSSES**

7.1 For purposes of these Articles and until determined otherwise by the manager of the limited liability company, in such manager's sole discretion, the term "fiscal year" shall mean the calendar year.

7.2 The profits and losses of the limited liability company shall be determined for each fiscal year of the limited liability company in accordance with the accounting methods followed for federal income tax purposes, and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner and shall be deemed to have been earned ratably during the fiscal year. For purposes of Sections 702 and 704 of the Code or the corresponding sections of any future internal revenue law or any similar tax law of any state or jurisdiction, and for such purposes only, the determination of each member's distributive share of all items of income, gain, deduction, loss, credit or allowance for any period or year shall be made in proportion to the amounts of the members' respective percentage interests in the limited liability company during such period or year.

7.3 The profits of the limited liability company shall be shared among the members, and the losses of the limited liability company shall be borne by the members in proportion to each member's respective percentage interest in the limited liability company.

## 8. DISTRIBUTIONS

8.1 To the fullest extent allowed by the South Carolina Limited Liability Company Act (the "Act"), the Net Cash Flow, if any, of the limited liability company shall be distributed at least annually among the members in proportion to each member's respective percentage interest in the limited liability company. For such purpose, "Net Cash Flow" shall mean:

(a) For each calendar year, all cash income and receipts of whatsoever nature or kind received by the limited liability company less all costs and expenses incurred or paid by, and all net additions to reserves of, the limited liability company (whether operating or capital costs, and including without limitation, all costs to acquire its interest in the real property described in Article 3, payments upon the principal of any indebtedness, secured or unsecured, of the limited liability company, expenditures for capital improvement, additions or replacements and any other expenditures which are not deductible in arriving at the limited liability company's federal taxable income, such as expenses for repairs and reserves to meet anticipated expenses as the manager shall deem to be reasonably necessary); plus

(b) Any other funds deemed by the manager to be available for distribution.

8.2 The net proceeds from the sale of all or any portion of any real property of the limited liability company shall be distributed to the members in proportion to each member's respective percentage in the limited liability company.

## 9. DESIGNATION OF MANAGER

9.1 For the purpose of conducting the business and affairs of the limited liability company, WILL SMITH, shall act as manager until the first annual meeting of the members or until its successor is elected and qualifies. The address of the manager is as follows: 7433 Springside Drive Myrtle Beach SC 29575

9.2 The manager of the limited liability company shall be elected annually at a meeting of the members or by other action of the members to be held or taken on each annual anniversary of the date of these Articles, or as soon thereafter as such meeting or action can be held or taken. Such person who receives the approval of those members who own an aggregate of more than fifty percent (50%) of the total percentage interests of all members of the limited liability company shall be elected manager, and the Articles of Organization shall be amended to any extent required under the Act. The number of managers may be increased or decreased as determined also by the consent of those members whose respective percentage interests in the limited liability company in the aggregate exceed fifty percent (50%) of the total percentage interests of all members of the limited liability company.

9.3 Whenever the consent or approval of the members is referred to in these Articles, the consent or approval by sufficient members authorized to make such a decision shall be effective whether votes are cast at a meeting of members (and whether or not all of the members are in attendance at such meeting), or by formal or informal, oral or written instructions of such members, or otherwise, and such determination so made by the members shall be effective and legally binding upon all the members, regardless of the number of members who may actually vote or otherwise participate therein.

#### **10. RIGHTS AND POWERS OF THE MANAGER**

10.1 The manager shall have sole and complete control of the management and operation of the affairs and business of the limited liability company and shall operate the limited liability company for the benefit of all of the members. One of the signatures of the manager shall be sufficient to bind the limited liability company (so long as such signatory has the consent thereto of the other managers, if there is more than one manager).

10.2 The manager (acting for and on behalf and at the expense of the limited liability company), in extension and not in limitation of the rights and powers given by law or by the other provisions of these Articles, shall, in its sole discretion, have full and entire right, power and authority in the management of the business and affairs of the limited liability company:

(a) to purchase, acquire, own, lease, manage and operate, either directly or indirectly, the real estate described in Article 3 hereof (or any interest or interests therein), and to carry on any and all activities related thereto; and to invest and reinvest any funds or monies of the limited liability company in such property, real, personal, or mixed, as may be consistent with the purposes of the limited liability company set forth in Article 3 hereof;

(b) subject to the provisions of Article 12.2 hereof, to sell, with or without notice, at public or private sale, and to exchange, trade, transfer, assign, convey, mortgage or otherwise encumber, finance, refinance, lease for any term, pledge, appraise, or have appraised, apportion, divide in kind, borrow on, hypothecate or give options for any and all of the property of the limited liability company, upon such terms and conditions as the manager, in its sole discretion, may deem to be in the best interests of the limited liability company, and in so doing to execute, acknowledge, seal and deliver all necessary documents or instruments;

(c) to cause the limited liability company to participate in any capacity (whether as stockholder, bondholder, creditor, partner, venturer, member, fiduciary, beneficiary or otherwise) in any business or organization or enterprise, whether incorporated or unincorporated, in any manner or form whatsoever, to the extent consistent with the purposes of the limited liability company set forth in Article 3 hereof;

(d) to employ agents, servants, employees and independent contractors to assist in or assume full responsibility for the management and operation of the business of the limited liability company, including persons related to or affiliated with the manager, and, in each such instance, to pay them reasonable compensation therefor;

(e) to commence or defend litigation with respect to the limited liability company or any of its assets or liabilities; to compromise, settle, arbitrate, or otherwise adjust claims in favor of or against the limited liability company and to insure its assets and undertakings and the manager against any and all risks;

(f) to make loans and extend credit to the limited liability company; to borrow money from any member, bank, lending institution, and other lender for any purpose of the limited liability company, and in connection therewith, issue notes, debentures or any other evidence of indebtedness and encumber the assets of the limited liability company to secure repayment of borrowed sums; and no member, bank, lending institution or other lender to which application is made for a loan by the manager shall be required to inquire as to the purposes for which such loan is sought, and as between this limited liability company and such member, bank, lending institution or other lender, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for the purposes authorized under these Articles; and to obtain replacement or refinancing of any indebtedness or security therefor with respect to any property of the limited liability company, or to repay the same in whole or in part and whether or not a prepayment penalty may be incurred;

(g) to own, improve, develop, operate, manage and lease the real estate described in Article 3 hereof; to construct, alter, improve, demolish or repair buildings, structures, or other improvements on such real estate; to settle boundary lines and to grant and reserve easements, covenants, rights-of-way and other rights or privileges with respect to such real estate; and to partition and to join with co-owners and others in dealing with such real estate in any way;

(h) to make such elections under the tax laws of the United States, the several states and other relevant jurisdictions as to the treatment of items of income, gain, loss, deduction and credit, and as to all other relevant matters, as the manager, in its sole discretion, deem necessary or desirable; and

(i) to make investments in government obligations, bank certificates of deposit, short-term debt securities, and short-term commercial paper, pending initial investment or future reinvestment of the funds of the limited liability company, and to provide a source from which to meet contingencies.

10.3 To the extent permitted by the Act, all powers of the manager hereunder may be exercised by it, and any or all of such powers may be assigned or delegated by the manager to any other person or persons, including the other members of the limited liability company and other persons and entities related to or affiliated with the manager.

10.4 In addition to the specific rights and powers herein granted to the manager, the manager shall possess and may enjoy and exercise all of the rights and powers of manager as provided in the Act.

10.5 The manager or its delegate(s), as the case may be, shall devote such of their time to the business of the limited liability company as they may, in their sole discretion, deem to be necessary to conduct said business. Any of the members and any manager may engage in or possess an interest in other business ventures of every nature and description, whether or not in competition with the business of the limited liability company, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property; and neither the limited liability company nor the members shall have any right by virtue of these Articles in and to such independent ventures or to the income or profits derived therefrom.

10.6 The limited liability company shall, to the fullest extent permitted by law, indemnify, defend and save harmless the manager and former manager(s) from any and all claims, actions, causes of action, suits, proceedings, losses, damage, liability, costs and expenses (including, without limitation, attorneys' fees and expenses, and court costs) asserted against or incurred or sustained by them by reason of any act performed by them while manager or any omission on their part while manager to act for or in behalf of the limited liability company and in furtherance of its interest provided that the manager(s) acted in good faith and in a manner the manager(s) reasonably believed to be in, or not opposed to, the best interest of the limited liability company and, with respect to any criminal action or proceeding, had no reason to believe that their conduct was unlawful.

10.7 The manager shall not be liable for any mistakes in judgment or for any inadvertent failure to perform any of its obligations hereunder, or for any loss due to such mistake or failure to perform, or due to the negligence, dishonesty, fraud or bad faith of any employee or other agent of the limited liability company.

10.8 The manager, on behalf of the limited liability company, may contract with any person related to or affiliated with the manager, and the manager and such persons related to or affiliated with the limited liability company (including any of the directors, officers or employees of such person), their designees and nominees, shall not be liable to the limited liability company or to any of the members for damages, losses, liability or expenses of any nature whatsoever resulting from mistakes in judgment or any acts or omissions, whether or not disclosed, unless caused by willful misconduct.

10.9 Notwithstanding anything to the contrary contained herein, the manager shall not perform any act on behalf of the limited liability company without the approval of those members who own an aggregate of more than fifty percent (50%) (or 75% in the case of the last sentence of Article 12.2 below) of the total percentage interests of all members of the limited liability company, which approval may be made in writing or at a meeting of the limited liability company in accordance with Article 12.3 below; provided that each member, by its execution of these Articles, approves of the execution, delivery and performance, from time to time, of, and directs the manager to execute, deliver and perform [identify agreements or transactions which have already been approved by a majority of the members and/or may be entered into and performed without specific approval of the members].

10.10 Unless not required by applicable law, the identification "a limited liability company" shall appear after the name of the limited liability company on all correspondence, stationery, checks, invoices and any and all documents and papers executed by the limited liability company.

## 11. LEGAL TITLE TO PROPERTY

Legal title to all or any portion of the property of the limited liability company shall be held in the name of "BELLAMY & BELLAMY ENTERPRISE LLC" or, to the extent allowed by the Act, in such other name as the manager, in its sole discretion, shall determine to be in the best interest of the limited liability company. Without limiting the foregoing grant of authority, to the extent permitted by the Act, the manager may arrange to have title taken and held in its own name or in the names of trustees, nominees or straw parties for the limited liability company. It is expressly understood and agreed that the manner of holding title to the property (or any part thereof) of the limited liability company is solely for the convenience of the limited liability company, and that all such property shall be treated as property of the limited liability company, subject to the terms of these Articles.

## 12. RIGHTS AND POWERS OF MEMBERS

12.1 With the exception of the manager(s) designated in Article 9 herein and as they shall be so elected from time to time, no member of the limited liability company shall participate in the management of the business and affairs of the limited liability company, except as otherwise provided in these Articles.

12.2 The manager of the limited liability company shall have the authority to amend these Articles provided that any such amendment shall have received the consent of those members whose aggregate percentage interests in the limited liability company exceed fifty percent (50%) of the total percentage interests of all members of the limited liability company and the agreement of a majority in number of the managers. A sale, exchange, lease, mortgage, pledge or other transfer of any substantial assets of the limited liability company shall require consent of members whose aggregate percentage interests in the limited liability company exceed seventy-five percent (75%) of the total percentage interests of all members of the limited liability company.

12.3 Meetings of the limited liability company for any purpose shall be held at the call of the manager. All such meetings shall be held at a place designated by the manager, and notice of such location and of the date and time of the meeting shall be given by the manager to each member at least ten (10) days prior to such date (unless such notice is waived as to any member, by such member).

12.4 The members of the limited liability company shall have the right and the power to admit additional members upon the unanimous consent of all of the then members.

### **13. TRANSFERABILITY AND REDEMPTION OF INTERESTS**

13.1 Except as otherwise provided in this Article 13, none of the members of the limited liability company shall have the right to transfer or assign any part or all of their interest in the limited liability company, and any purported transfer or assignment shall be void and of no force or effect, and may be ignored by the limited liability company and its members. If all members of the limited liability company other than the member proposing to dispose of his or her interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the member's interest shall have no right to participate in the management of the business and affairs of the limited liability company or to become a member. In that event, the transferee shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions, to which that member otherwise would be entitled.

13.2 In the event of an assignment pursuant to this Article 13, the limited liability company shall, upon the unanimous written consent of all remaining members, continue with respect to the remaining members; appropriate adjustments shall be made to their capital accounts and percentage interests to reflect the assignment of the interest of the assignor member; and an election may be made by the manager, in its sole discretion, to adjust the basis of assets of the limited liability company.

13.3 Notwithstanding any provisions of Article 13.1, no transfer or assignment of all or any portion of a member's interest in the limited liability company shall be effective, unless the transferor or assignor delivers to the limited liability company a written opinion of counsel acceptable to the limited liability company, to the effect that:

(a) such transfer or assignment, when added to the total of all other transfers and assignments of interest in the limited liability company within the preceding twelve (12) months, would not result in the limited liability company being considered to have terminated within the meaning of Section 708 of the Code;

(b) such transfer or assignment would not violate the Securities Act of 1933, as amended, or any state securities of "Blue Sky" laws applicable to the limited liability company or the interest to be transferred or assigned; and

(c) such transfer or assignment would not cause the limited liability company to lose its status as a partnership for federal income tax purposes, result in a nonexempt "prohibited transaction" as defined under Section 4975 of the Code, with respect to the limited liability company or any of its managers or members or cause the limited liability company to be subject to registration as an investment company under the Investment Company Act of 1940.

13.4 Each transferor or assignor and each transferee or assignee agrees that it will pay all reasonable expenses, including attorneys' fees, incurred by the limited liability company in connection with a transfer or assignment of all or any portion of such transferor's or assignor's interest in the limited liability company being transferred to such transferee or assignee.

13.5 A person who is the transferee or assignee of all or any portion of the interest of a member as permitted hereby but does not become a substituted member and who desires to make a further transfer or assignment of all or any portion of such interest, shall be subject to all of the provisions of this Article 13 to the same extent and in the same manner as any member desiring to make a transfer or assignment of all or any portion of its interest.

#### 14. DISSOLUTION

14.1 The limited liability company shall be dissolved upon the occurrence of any of the following events:

- (a) when the period fixed for the duration of the limited liability company shall expire;
- (b) by the unanimous agreement of all members, which shall be in writing;
- (c) upon the death, retirement, resignation, expulsion, bankruptcy, court declaration of incompetence with respect to, or dissolution of, a member or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, unless within ninety (90) days after such event there are at least two (2) remaining members and all the remaining members elect to continue the business of the limited liability company by unanimous agreement; or
- (d) upon the occurrence of any other event specified in section 35-1 of the Act.

14.2 As soon as possible following the occurrence of any of the events specified in this Article effecting the dissolution of the limited liability company, the limited liability company shall execute and file, with the Secretary, articles of dissolution in accordance with Sections 35-15 and 35-20 of the Act and in such form as shall be prescribed by the Secretary.

14.3 Upon a dissolution of the limited liability company, the assets thereof shall be liquidated, and the proceeds therefrom, together with assets distributed in kind to the extent sufficient therefor, shall be applied and distributed in order of priority as follows:

- (a) First, to creditors of the limited liability company, including members who are creditors, in the order of priority provided by law, in satisfaction of liabilities of the limited liability company other than liabilities for distribution to members under Section 25-1 or Section 25-10 of the Act;
- (b) Second, to members of the limited liability company in respect of their share of the profits and other compensation by way of income on their contributions; and
- (c) Third, to members of the limited liability company in respect of their contributions to capital.

14.4 The manager of the limited liability company shall not be personally liable for the return or repayment of all or any portion of the contributions of any member; any such return or repayment shall be made solely from assets of the limited liability company.

## 15. BANK ACCOUNTS

The funds of the limited liability company shall be deposited in such bank account or accounts as the manager shall deem appropriate, in its sole discretion, and the manager shall arrange for the appropriate conduct of such accounts. The name "BELLAMY & BELLAMY ENTERPRISE LLC" shall appear on all bank accounts in which funds of the limited liability company are deposited.

## 16. MISCELLANEOUS PROVISIONS

16.1 Unless otherwise provided in these Articles, no member shall be liable to any other member or to the limited liability company for any good faith act or omission to act in the exercise of his or her judgment under the provisions of these Articles.

16.2 Nothing herein contained shall be construed to constitute any member hereof the agent of any other member or to limit in any manner the members in the carrying on of their own respective business or activities.

16.3 The use of any gender herein shall be deemed to be or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate. The headings herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of these Articles, or the intent of any provisions thereof.

16.4 These Articles set forth all (and are intended by all parties hereto to be an integration of all) of the covenants, promises, agreements, warranties and representations among the parties hereto with respect to the limited liability company, the business of the limited liability company and the property of the limited liability company, and there are no covenants, promises, agreements, warranties or representations, oral and written, express or implied, among them other than as set forth herein.

16.5 Nothing contained in these Articles shall be construed as requiring the commission by any person of any act contrary to applicable law, including, without limitation, Section 4975 of the Code (to the extent applicable). Wherever there is any conflict between any provision of these Articles and any statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such manner that the provision(s) of these Articles thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, section, paragraph or clause of these Articles shall be held to be indefinite, invalid or otherwise unenforceable, the entire Articles shall not fail on account thereof, and the balance of the Articles shall continue in full force and effect.

16.6 The limited liability company shall indemnify, defend and save harmless each member or former member of the limited liability company against expenses actually and reasonably incurred by him, her or it in connection with the defense of an action, suit or proceeding, civil or criminal, in which he, she or it is made a party by reason of being or having been such member, except in relation to matters as to which he, she or it shall be adjudged in the action, suit or proceeding to be liable for gross negligence or willful misconduct.

**17. GOVERNING LAW**

It is the intention of the parties hereto that these Articles shall be governed by and construed and enforced in accordance with the internal laws of the South Carolina

**18. BURDEN AND BENEFIT**

These Articles are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, guardians, executors, administrators, personal and legal representatives, and successors and to the assigns of the parties hereto to the extent, but only to the extent, the same is provided for in accordance with, and permitted by, the provisions of these Articles.

**19. NOTICES**

Except as otherwise provided in these Articles, any notice, consent or other communication required or permitted hereunder shall be in writing and shall be addressed, in the case of the limited liability company, to its principal place of business specified in Article 2, in the case of the manager, to its office at the location specified in Article 9.1, and, in the case of any member, to its address set forth opposite its signature below, as specified on or to such other address or person as any of the foregoing parties shall furnish to the other parties in writing; and any such communication so addressed shall be deemed to have been given when delivered by hand or on the earlier of actual receipt and three (3) business days after being sent by registered or certified mail, postage prepaid, return receipt requested, or one (1) business day after being sent by overnight courier, telegram, or cable or on actual receipt after being sent by any means not specified herein.

IN WITNESS WHEREOF, the parties have executed these Articles as of the day and year first above written.

\_\_\_\_\_  
MEMBER Date

\_\_\_\_\_  
Address Percentage

\_\_\_\_\_  
MEMBER Date

\_\_\_\_\_  
Address Percentage

\_\_\_\_\_  
MEMBER Date

\_\_\_\_\_  
Address Percentage

Exhibit 7



CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

OCT 25 2013

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

ARTICLES OF ORGANIZATION  
LIMITED LIABILITY COMPANY

Mark Hammond  
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to Sections 33-44-202 and 33-44-203 of the 1976 South Carolina Code of Laws, as amended

1 The name of the limited liability company which complies with Section 33-44-105 of the South Carolina Code of 1976, as amended is BC Fund and Management, LLC

2 The address of the initial designated office of the Limited Liability Company in South Carolina is:  
819 17th Ave  
Street Address  
Surfside Beach 29575  
City Zip Code

3 The initial agent for service of process of the Limited Liability Company is  
William O. Smith  
Name Signature  
and the street address in South Carolina for this initial agent for service of process is  
819 17th Avenue North  
Street Address  
Surfside Beach 29575  
City Zip Code

4 The name and address of each organizer is  
(a) William O. Smith  
Name  
819 17th Avenue North Surfside Beach  
Street Address City  
South Carolina 29575  
State Zip Code  
(b) Diane L. Smith  
Name  
819 17th Avenue North Surfside Beach  
Street Address City  
South Carolina 29575  
State Zip Code

(Add additional lines if necessary)

5  Check this box only if the company is to be a term company. If so, provide the term specified

051109-0061 FILED 11/02/2005  
BC FUND AND MANAGEMENT, LLC  
Filing Fee \$110.00 ORIG  
  
Mark Hammond South Carolina Secretary of State

BC Fund and Management LLC

Name of Limited Liability Company

6  Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager.

(a) \_\_\_\_\_  
Name

\_\_\_\_\_ Street Address City

\_\_\_\_\_ State Zip Code

(b) \_\_\_\_\_  
Name

\_\_\_\_\_ Street Address City

\_\_\_\_\_ State Zip Code

(c) \_\_\_\_\_  
Name

\_\_\_\_\_ Street Address City

\_\_\_\_\_ State Zip Code

(d) \_\_\_\_\_  
Name

\_\_\_\_\_ Street Address City

\_\_\_\_\_ State Zip Code

(Add additional lines if necessary)

7  Check this box only if one or more of the members of the company are to be liable for its debts and obligations under section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BC Fund and Management, LLC

Name of Limited Liability Company

8 Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time.

9 Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.

10 Signature of each organizer

William J. Smith

Date 10/28/05

(Add Additional lines if necessary)

#### FILING INSTRUCTIONS

- 1 File two copies of this form, the original and either a duplicate original or a conformed copy.
- 2 If space on this form is not sufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk, which will allow for expansion of the space on the form.
- 3 This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to Secretary of State  
P O Box 11350  
Columbia, SC 29211

#### NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-1728.

Form Revised by South Carolina  
Secretary of State, January 2000

Exhibit 8

ELECTRONICALLY FILED - 2018 May 14 4:56 PM - HORRY - COMMON PLEAS - CASE#2011CP2601809

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
M&T Bank, )  
Plaintiff, )

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT  
CIVIL ACTION NO. 2011-CP-26-1809

v. )  
Tyrone Davis, Bobby J. Bellamy, BC Fund )  
and Management, LLC d/b/a BC Fund, LLC, )  
and the United States of America through its )  
agency - Internal Revenue Service, )  
Defendants. )

AFFIDAVIT OF MELANIE  
HUGGINS-WARD  
CLERK OF COURT FOR HORRY COUNTY

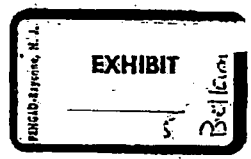
Bobby J. Bellamy, )  
Third-Party Plaintiff, )

v. )  
William O. Smith, )  
Third-Party Defendant. )

FILED  
HORRY COUNTY  
2018 JUN 11 AM 8:10  
MELANIE HUGGINS-WARD  
CLERK OF COURT

Personally appeared before me the undersigned, who being duly sworn under oath, deposes and says:

1. My name is Melanie Huggins Ward. I am over the age of 18 and I have personal knowledge of the facts herein.
2. I am the Horry County Clerk of Court. I have been employed in this position from January 2, 2005 to the present date.
3. My duties consist of filing civil and family court documents, and being the custodian of civil, criminal, and family court documents.
4. On February 25, 2011, Plaintiff, M&T Bank, brought this action against Defendants, Tyrone Davis, Bobby J. Bellamy, and BC Fund, LLC.



- 5. In December 2013, Plaintiff filed a Second Amended Complaint in which Plaintiff identified BC Fund, LLC as "BC Fund Management, LLC d/b/a BC Fund, LLC" in the case caption.
- 6. I have been asked to determine whether any document was filed in the Horry County Clerk's office in this matter regarding the change in designation from "BC Fund, LLC" to "BC Fund Management, LLC d/b/a BC Fund, LLC". The file in this matter, which this office maintains, does not contain nor does this office have any record that shows BC Fund, LLC and BC Fund Management, LLC d/b/a BC Fund, LLC are the same legal entity. There is also nothing in the file which indicates that the caption was formally changed by Plaintiff to reflect the change in designation from BC Fund, LLC to BC Fund Management, LLC d/b/a BC Fund, LLC.
- 7. I affirm that the foregoing is true to the best of my personal knowledge or on information and belief; I understand that the penalty for intentionally providing false information involves prosecution for perjury and the penalties associated with doing the same.

Further the affiant sayeth not.

*Melanie Huggins Ward*  
 \_\_\_\_\_  
 Melanie Huggins Ward  
 Clerk of Court of Horry County

Sworn to and subscribed before  
 me this 11<sup>th</sup> day of June, 2015  
Nancy B. Jones  
 Notary Public for South Carolina  
 My Commission Expires: 1-21-19

Exhibit 9

Instrument#: 2007000165045, DEED BK: 3294 PG: 817 DOCTYPE: 001 11/19/2007 at 02:07:12 PM, 1 OF 3 COUNTY STAMPS: \$187.00 STATE STAMPS: \$442.00 BALLERY V. SKIPPER, HORRY COUNTY, SC. REGISTRAR OF DEEDS

This Number correct  
130001219

FILE NO. 2007-RE-3033

PREPARED BY:  
SCOTT B. UMSTEAD, PA  
4226 Mayfair Street, Suite 100  
Myrtle Beach, SC 29577  
Tax Map No. 130-00-01-219

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I/we, BC Fund LLC, in the State aforesaid, for and in consideration of the sum of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00), unto me/us paid by Tyrone Davis, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said Tyrone Davis, his heirs and assigns, forever, in fee simple; the following described property, to wit:

ALL THAT certain piece, parcel, or tract of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Starting at a stake on the corner of Sea Mountain Highway and bounded on the south by Tract B owned by Tommy J. Bellamy, on the east by North Pointe Development, on the North by Tract D owned by Linda B. Nichols, on the east by Sea Mountain Highway.

This being the identical property conveyed to BC Fund LLC by deed from Bobby J. Bellamy, dated June 29, 2007 and recorded July 18, 2007 in Deed Book 3261 at Page 2091, records of Horry County, South Carolina.

Tax Map #: 130-00-01-219

Grantee Address: 1921 South Island Road  
Georgetown, SC 29440

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Tyrone Davis, his heirs and assigns, forever, in fee simple.

AND I/we do hereby bind my/our their heirs and assigns, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Tyrone Davis, his heirs and assigns, forever, in fee simple, against me/us and my/our heirs and assigns against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF our Hands and Seals this 16th day of November, 2007.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Melissa D. Tucker  
Witness (1)

Melissa D. Tucker  
Witness (2) - maybe same person as Notary

BC Fund LLC

By William O. Smith

Its: Sole Member

STATE OF South Carolina

COUNTY OF Horry

)  
) **ACKNOWLEDGEMENT**  
) (S.C. CODE ANN. 30-5-30 (B) (C))

I, the undersigned, a Notary Public for South Carolina hereby certify that William O. Smith as Sole Member of BC Fund LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 16th day of November, 2007.

Melissa D. Tucker  
NOTARY PUBLIC FOR SC  
MY COMMISSION EXPIRES: 11/16/14

STATE OF SOUTH CAROLINA )

COUNTY OF Horry )


AFFIDAVIT

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

1. I have read the information on this Affidavit and understand such information.
2. The property being transferred is located at 3664 Sea Mountain Hwy (Lot "C" Bellamy Family Estates), Little River, SC 29566, bearing Horry County Tax Map Number 130-00-01-219, was transferred by BC Fund LLC to Tyfone Davis on November 16, 2007.
3. The Deed is (Check One):
  - a.  subject to the Deed recording fee as a transfer for consideration pair of to be paid in money or in money's worth \$170,000.00
  - b.  subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity and stockholder, partner or owner of the entity, or in 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 to 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:
  - a.  the fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$170,000.00
  - 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: \$170,000.00
  - b. Place the amount listed in item 5 above here: 0
  - c. Subtract Line 6(b) from Line 6(a) and place result here: \$170,000.00
7. The Deed recording fee dues is based on the amount listed on Line 6(c) above and the deed recording fee due is \$629.00
8. As required by Code § 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller
9. I further 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 and no/100 Dollars (\$1,000.00) or imprisoned not more than one year, or both.

  
Seller

SWORN to before me this  
16th day of November, 2007

  
(Notary Public)  
My commission expires 11/16/14

\* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a realty of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

Exhibit 10

Instrument#: 2010000023935, DEED BK: 3448 PG: 3341 DOCTYPE: 001 03/04/2010 at 02:00:59 PM, 1 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS TMS Number correct: 150001220

Revised to correct TMS number

Instrument#: 2010000021029, DEED BK: 3447 PG: 1341 DOCTYPE: 001 02/25/2010 at 09:56:27 AM, 1 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

QUITCLAIM DEED

TO ALL WHOM THESE PRESENTS MAY COME:

KNOW ALL MEN BY THESE PRESENTS, that BCFUND, LLC, hereinafter called Grantor, in consideration of the premises and also in consideration of the sum of Five and No/100s (\$5.00) Dollars, to the grantor in hand paid at and before the sealing of these presents by Tommy J. Bellamy, Grantee, the receipt of which is hereby acknowledged, has remised, released and forever quitclaimed, and by these presents does remise, release and forever quitclaim, unto Grantee, to-wit:

All of Grantor's interest in that certain piece, parcel or lot of land situate, lying and being in Little River Township, County of Horry, State of South Carolina, being more particularly shown and designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Starting at a stake on the corner of Sea Mountain Highway and bounded on the South by Tract A owned by Sheila B. Goff, on the West by North Pointe Development, on the North by Tract C owned by BCFUND, LLC on the East by Sea Mountain Highway

This being the identical property conveyed to Grantor by deed of Tommy J. Bellamy, dated October 4, 2007, and recorded in the Register of Deeds for Horry County on October 9, 2007, in Deed Book 3282 at Page 2931.

Tax Map # [redacted] 130-00-01-220

Grantee's Address Tommy J. Bellamy  
3684 Sea Mountain Highway  
Little River, SC 29566

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee and the grantee's heirs, successors and assigns forever, so that neither the said Grantor, nor Grantor's successors, nor any other person or persons claiming under Grantor, shall at any time hereafter by any way or means have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

WITNESS the grantor's hand and seal this 10<sup>th</sup> day of February, 2010

BCFUND, LLC

William O. Smith (SEAL)  
By: William O. Smith  
Its: OWNER

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Deanne L. Smith

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw William Smith, as Member of BCFUND, LLC, sign, seal and as his act and deed deliver the within written Quitclaim Deed; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Deanne L. Smith

Sworn to and subscribed before me  
this 10<sup>th</sup> day of February, 2010

Deanne L. Smith  
Notary Public for South Carolina

My Commission Expires

My Commission Expires: May 27, 2018



STATE OF SOUTH CAROLINA)

COUNTY OF HORRY )

AFFIDAVIT

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

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located at 3684 Sea Mountain Highway, Little River, South Carolina bearing Horry County Tax Map Number [REDACTED] 200001220, was transferred on February 8, 2010 by BCFUND, LLC

to Tommy J. Bellamy

- 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); transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A)

(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. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_ Recorded in Book \_\_\_\_\_ Page \_\_\_\_\_

- 6. The deed recording fee is computed as follows:

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

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

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

- 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.

SWORN to before me this 10th

Day February year of 2010

[Signature]  
Notary Public for South Carolina  
My Commission Expires May 27, 2018

[Signature]  
Responsible Person Connected with the Transaction  
William D. Smith  
Print or type the above name here

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals  
APPEAL FORM Horry COUNTY  
Court of Common Pleas  
Judge Cynthia Howe, Master-In-Equity  
Ralph P. Stroman, Special Referee for Horry County  
Case No: 2019-001682

Leticia LLC, Movant  
M&T Bank, Plaintiff

V

Tyrone Davis; Bobby J. Bellamy;  
BC Fund and Management, LLC D/B/A BC Fund LLC  
and United States of America; Defendants

Of which \_\_\_\_\_

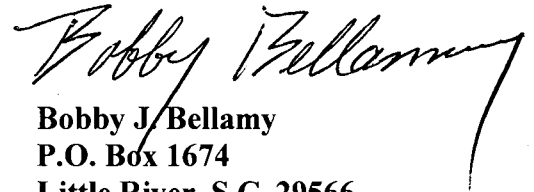
M&T Bank; Tyrone Davis; BC Fund and Management, LLC DBA BC Fund LLC  
and William O. Smith, Respondents

v.

Bobby J. Bellamy Appellant

CERTIFICATE OF APPELLANT

The Appellant, Bobby J. Bellamy, Attorney Pro se certifies that the Record on Appeal contains material and matters that are previously designated to be included in the Designation of matter under rule 209 and 210. The Record on Appeal comply with the requirements of Rule 267. The undersigned hereby certifies that this Record on Appeal contains true materials included by Appellant in this case.  
January 16, 2020



Bobby J. Bellamy  
P.O. Box 1674  
Little River, S.C. 29566  
843 457-3625

RECEIVED  
JAN 10 2020  
SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals  
APPEAL FORM HORRY COUNTY  
Court of Common Pleas  
Judge Cynthia Howe, Master-In-Equity  
Ralph P. Stroman, Special Referee for Horry County  
Case No: 2019-001682

Leticia LLC, Movant  
M&T Bank, Plaintiff

V

Tyrone Davis; Bobby J. Bellamy;  
BC Fund and Management, LLC D/B/A BC Fund LLC  
and United States of America; Defendants

Of which \_\_\_\_\_

M&T Bank; Tyrone Davis; BC Fund and Management, LLC DBA BC Fund LLC  
and William O. Smith, Respondents

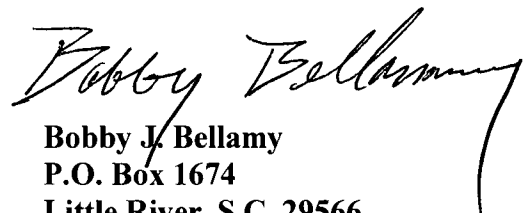
v.

Bobby J. Bellamy Appellant

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal complies with Rule 211(b),  
SCACR.

January 16, 2020

  
Bobby J. Bellamy  
P.O. Box 1674  
Little River, S.C. 29566  
843 457-3625

RECEIVED  
JAN 10 2020  
SC Court of Appeals