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,

In Re:

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SC Court of Appeals

M&T Bank, Plaintiff,

v.

Tyrone Davis: Bobby J. Bellamy; BC Fund and Management, LLC d/b/a BC Fund, LLC, Defendants,

And

M&T Bank, Respondent,

v.

Tyrone Davis, Bobby J. Bellamy, BC Fund and Management, LLC d/b/a BC Fund, LLC, Defendants,

Of whom Bobby J. Bellamy is the Appellant,

And

Tyrone Davis, BC Fund and Management, LLC d/b/a BC Fund LLC are Respondents.

And

Bobby J. Bellamy, Appellant,

v.

William O. Smith, Respondent.

AMENDED RECORD ON APPEAL

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[Set out entire order including caption and signature.]

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[Set out entire complaint including caption and signature.]

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[Set out entire complaint including caption and signature.]

Answer of February 19, 2014

[Set out entire answer including caption and signature.]

Defendant's Exhibit 1

[Set out exhibit]

Defendant's Exhibit 2

[Set out exhibit]

Defendant's Exhibit 3

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Defendant's Exhibit 4

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Defendant's Exhibit 5

[Set out exhibit]

Defendant's Exhibit 6

[Set out exhibit]

Defendant's Exhibit 7

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Defendant's Exhibit 8

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Defendant's Exhibit 9

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Defendant's Exhibit 10

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Plaintiff's Exhibit 16

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Plaintiff's Exhibit 18

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Plaintiff's Exhibit 19

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Plaintiff's Exhibit 23

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Plaintiff's Exhibit 24

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Plaintiff's Exhibit 25

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Plaintiff's Exhibit 26

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Plaintiff's Exhibit 27

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Plaintiff's Exhibit 28

[Set out exhibit]

Plaintiff's Exhibit 29

[Set out exhibit]

Plaintiff's Exhibit 30

[Set out exhibit]

Plaintiff's Exhibit 31

[Set out exhibit]

Plaintiff's Exhibit 32

[Set out exhibit]

Plaintiff's Exhibit 33

[Set out exhibit]

The Undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

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

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).

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

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

HORRY COUNTY
13 NOV -8 PM 3:11
MELANIE HUGGINS-WARD
CLERK

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

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.[1] 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,

[1] 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

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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

FILED
HORRY COUNTY
15 MAR 18 PM 2:11
HELEN E. HOWARD
CLERK OF COURT

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, SCRCP. 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: 3/12/2015

Conway, S.C.

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

2

MAILED
3-18-15 to all parties not in default Pave

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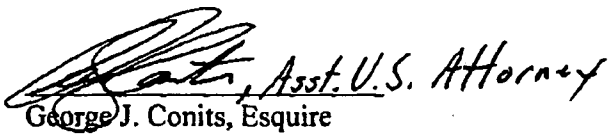

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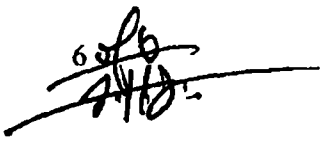
Case # 2011-CP-26-1809



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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)	MASTER'S ORDER AND JUDGMENT OF FORECLOSURE AND SALE (NON-JURY MORTGAGE FORECLOSURE) C/A NO: 2011-CP-26-01809 DEFICIENCY REQUESTED
Bobby J. Bellamy, THIRD-PARTY PLAINTIFF, vs. William O. Smith, THIRD-PARTY DEFENDANT	

TO:

W. Cliff Moore, III
Adams and Reese LLP
Attorney for Plaintiff

John B. Kelchner
Hutchens Law Firm
Attorney for Plaintiff

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

Pursuant to Rule 53 SCRCP, 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:

> 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").

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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.

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.

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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.

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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."

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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

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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, plaintiff's 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.

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.

10/CAE

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
TOTAL DEBT			$	**240,458.46**

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.

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.

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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 guarantee 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.

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:

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> 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 Shore 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.

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

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> its general business so that it may enforce, as well as be bound by, contracts entered into in an adopted named 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.

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.

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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.*

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

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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.2dd 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

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in his pleadings that the BC Fund Deed was a nullity. Therefore, it appears form 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.

5. <u>Concerning the Plaintiff's request for reformation.</u>

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

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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.

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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:

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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

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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: ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ ACTION DISMISSED (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ ACTION STRICKEN (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ 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 ~~(formal order to follow)~~ ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: 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

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

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:

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

SEE FORM 4 ATTACHMENT

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), SCRCP.

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.

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

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 FILED - 2018 Jul 23 11:27 AM - HORRY - COMMON PLEAS - CASE#2011CP2601809

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-26-01809

ORDER DENYING DEFENDANT BOBBY J. BELLAMY'S MOTION TO RECONSIDER, ALTER, AMEND THE MASTER'S ORDER AND JUDGEMENT OF FORECLOSURE AND SALE PURSUANT TO RULES 52 AND 59(e), SCRCP

Pursuant to Rule 53 SCRCP, 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. On May 4, 2018, I entered an Order and Judgment of Foreclosure and Sale (the "Order") in the matter. The Defendant Bobby J. Bellamy ("Bellamy") served a Motion to Reconsider, Alter, Amend the Master's Order and Judgment of Foreclosure and Sale Pursuant to Rules 52 and 59(e), SCRCP on May 14, 2018 (the "Motion to Reconsider"). On July 3, 2018, I held a hearing on the Motion to Reconsider. W. Cliff Moore, III, attorney for the Plaintiff, Daniel Q. Orvin, attorney for

the Defendant Tyrone Davis, and Howell V. Bellamy, Jr. and Howell V. Bellamy, III, attorneys for the Defendant Bobby Bellamy were present for the hearing.

After carefully considering the motion and memorandum of the Defendant Bobby J. Bellamy, the Plaintiff's memorandum, the record, and the arguments of counsel, I have determined that the Motion should be denied. In reaching this decision, I determined that I had previously considered each of the points made by counsel and made the rulings contained in the Order based on the facts presented, the credibility of witnesses, and the law.

It is therefore Ordered that the Motion to Reconsider is denied.

JUDGE'S SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2018 Jul 23 11:27 AM - HORRY - COMMON PLEAS - CASE#2011CP2601809

ELECTRONICALLY FILED - 2018 Jul 23 11:27 AM - 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/Other

So Ordered

s/Cynthia Graham Howe, 3073, Master in Equity

Electronically signed on 2018-07-23 10:28:37 page 3 of 3

STATE OF SOUTH CAROLINA HORRY COUNTY	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT CIVIL ACTION NO.: 2011-CP-26-01809
M & T Bank, Plaintiff, vs. Tyrone Davis, et al., Defendants.	MASTER IN EQUITY'S REPORT ON SALE AND DISBURSEMENTS

ELECTRONICALLY FILED - 2019 Sep 03 1:32 PM - HORRY - COMMON PLEAS - CASE#2011CP2601809

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.

HONORABLE CYNTHIA GRAHAM HOWE
MASTER IN EQUITY FOR HORRY COUNTY

September 3, 2019
Conway, South Carolina

"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

DISBURSEMENTS:

Master's Commission	$	1,050.00
Disbursed to Plaintiff (Hutchens Law Firm)	$	111,309.50
TOTAL DISBURSED:	$	112,359.50

ELECTRONICALLY FILED - 2019 Sep 03 1:32 PM - HORRY - COMMON PLEAS - CASE#2011CP2601809

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.	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT C/A NO.: 2011-CP-26-01809 **WRIT OF ASSISTANCE**
Bobby J. Bellamy, Third Party Plaintiff, Vs. William O. Smith, Third Party Defendant,	

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

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 whosoever 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 aforedescribed 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.

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

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

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

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY	20 11 1809
M&T Bank,	COMPLAINT
PLAINTIFF,	(NON-JURY MORTGAGE FORECLOSURE)
vs.	C/A NO:
Tyrone Davis, Bobby J. Bellamy and BC Fund LLC,	DEFICIENCY REQUESTED
DEFENDANT(S).	

F11-01640

11 FEB 25 PM 2:58

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this Honorable Court:

1. That the Plaintiff is a corporation organized and existing under and by virtue of the laws of the State of New York; and that the Defendants, Tyrone Davis and Bobby J. Bellamy, are upon information and belief, citizens and residents of the County of Horry, State of South Carolina. That the Defendant, BC Fund LLC, is upon information and belief a limited liability company organized and existing under the laws of South Carolina.

2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.

3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Horry, State of South Carolina.

4. That on or about November 16, 2007, for value received, Tyrone Davis, did execute and deliver to M&T Bank, a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said Tyrone Davis promised to pay to M&T Bank 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.

5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Tyrone Davis, did execute and deliver on November 16, 2007 unto M&T Bank, a mortgage covering the following described property:

Legal description and property address:
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 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 on 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 on 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.

3664 Sea Mountain Highway, Little River, South Carolina 29566
TMS# 130-00-01-219

6. Thereafter said mortgage was recorded in Book 4996 at Page 1970 on November 19, 2007 in the Office of the Register of Deeds of Horry County.

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

8. 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 at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.

9. That under the terms and conditions of said mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

10. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

11. According to the terms of said mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

12. The monthly payments due on said note and mortgage are in default since October 1, 2010, and the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of October 1, 2010 the sum of One Hundred Thirty-Two Thousand Three Hundred Thirteen And 68/100 Dollars ($132,313.68), together with interest at the rate of seven and 50/100 per cent (7.5 %) per annum from September 1, 2010 and also for the costs and disbursements of this action, including attorney's fees.

AS FOR THE SECOND CAUSE OF ACTION (REFORMATION OF MORTGAGE):

13. The Allegations of paragraphs 1 through 12 above are hereby incorporated herein.

14. That is was the mutual intent of the parties herein that the legal description of the subject mortgage refer to the metes and bounds of the subject property as follows:

> "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"

15. That due to a mutual mistake by the parties, the legal description of the mortgage executed to secure the subject note incorrectly references the metes and bounds of the Western boundary of the subject property as "on the *East* by North Pointe Development."

16. That Plaintiff seeks that the subject mortgage be reformed to correct the reference to the western boundary to designate and encumber the property shown in paragraph 18 below.

17. Plaintiff would should that irreparable harm and prejudice will be suffered by Plaintiff if the mortgage is not reformed as the present collateral under the mortgage is without sufficient equity to secure the debt.

18. Wherefore, Plaintiff does hereby move for a reformation of the mortgage at the hearing to correct the legal description to read as follows:

Legal Description

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.

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 on 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 on 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 December 19, 2007, in the Register of Deeds Office for Horry County, State of South Carolina, in Book 3294 at Page 817.

FOR A THIRD CAUSE OF ACTION (REFORMATION OF DEED)

19. The Allegations of paragraphs 1 through 18 above are hereby incorporated herein.

20. That the Defendants, Bobby J. Bellamy and BC Fund LLC are named as parties by virtue of any interest they may have as a result of the defect in title described in the within cause of action.

21. That it was the mutual intent of the parties herein that the legal descriptions of the below listed deeds (hereinafter referred to as "the Deeds") refer to the following metes and bounds as described in Paragraph 14 herein.

(a). Deed from Bobby J. Bellamy to BC Fund, LLC, dated June 29, 2007 and recorded July 18, 2007, in the Register of Deeds Office for Horry County, State of South Carolina, in Book 3261 at Page 2091.

(b). Deed from BC Fund, LLC to Tyrone Davis, 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.

22. That due to a mutual mistake by the parties to the Deeds, the legal descriptions of the Deeds incorrectly reference the metes and bounds of the Western boundary of the subject property as "on the *East* by North Pointe Development."

23. That Plaintiff seeks that the legal descriptions of the Deeds to be reformed to designate and encumber the property shown paragraph 18 herein.

24. Plaintiff would show that irreparable harm and prejudice will be suffered by Plaintiff if the Deeds are not reformed.

25. That Plaintiff is entitled to a Judgment extinguishing any interest Bobby J. Bellamy and BC Fund, LLC, may have in the subject property and declaring that Tyrone Davis has the sole ownership interest in the subject property.

26. That the Plaintiff does not waive but specifically demands judgment against the Defendant(s), Tyrone 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(s) Tyrone Davis, for any deficiency in this action remaining after sale of the mortgaged premises.

27. This Mortgage loan is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac nor is the servicer/investor participating in the Home Affordable Modification Program.

28. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

29. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

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

(1). That the amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

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

(3) That the mortgaged premises be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale.

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with attorney's fees as aforesaid, and

Third, the surplus, if any, be distributed according to law.

Fourth, Plaintiff have judgment against the Defendant Tyrone Davis for the full amount found to be due Plaintiff on the note and mortgage, with right to enter personal judgment against the Defendant Tyrone Davis for any deficiency in this action remaining after sale of the mortgaged premises.

(4) For an Order directing and empowering the Sheriff of Horry County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

(6) For reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(7) For such other and further relief as may be just and proper.

(8) For an order satisfying any prior liens that may be of record, but have been paid in full.

(9) For an order correcting the legal description of the subject mortgage to reflect the property intended to be mortgaged.

(10) For an order correcting the legal descriptions of the Deeds to reflect the property intended to be conveyed.

(11) For an order extinguishing any interest Bobby J. Bellamy and BC Fund, LLC, may claim to have in subject property and declaring that Tyrone Davis has the sole ownership interest in the subject property.

KORN LAW FIRM, P.A.
1300 Pickens Street.
P.O. Box 11264
Columbia, SC 29211-1264

Peter D. Korn / John S. Kay
Alan M. Stewart / H. Guyton Murrell
John B. Kelchner / Meredith S. Lee
Attorneys for Plaintiff

Columbia, South Carolina
February 22, 2011

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. Section 1601 As Amended

1. The amount of the debt is stated in paragraph 12 of the Complaint attached hereto.

2. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.

3. The debt as described in the Complaint attached hereto will be assumed to be valid by the creditor's law firm, unless the debtor(s), within thirty (30) days after the receipt of this notice, disputes the validity of the debt or some portion thereof.

4. If the debtor(s) notify the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor(s) by the creditor's law firm.

5. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if the debtor(s) makes a written request to the creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor(s) by the creditor's law firm.

6. Written requests should be addressed to Korn Law Firm, P.A., Post Office Box 11264, Columbia, South Carolina 29211-1264.

7. This notice should NOT be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

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

M & T Bank Plaintiff/Petitioner vs. Tyrone Davis; et al. Defendant/Respondent	Docket Number: 11-CP-26-1809 AFFIDAVIT OF NON SERVICE OF: CIVIL ACTION COVER SHEET; CERTIFICATE OF EXEMPTION FROM ADR; LIS PENDENS; SUMMONS; COMPLAINT; NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

Affiant states s(he) attempted to serve Tyrone Davis at the address of: 3664 Sea Mountain HWY, Little River, Horry County, SC 29566 and was unable to effect service for the following reasons:

2/27/2011 5:15 PM: Per black male resident Bobby Bellamy said defendant does not reside there.

Is the Subject Property a Mobile Home? (✓) NO ( ) YES
Is a Mobile Home VIN # visible? ( ) NO ( ) YES VIN #: _____

DATED this 28th day of February, 2011.

Scott Monaghan, Horry, SC

SUBSCRIBED AND SWORN to before me this 28th day of February, 2011

NOTARY PUBLIC in and for the State of South Carolina
My Commission Expires: _____

Lori P. Withall
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES 05/06/2016

FILED
11 FEB 28 AM 10:59
CLERK OF COURT
HARD

FOR: Korn Law Firm, P.A.
REF: F11-01640

ORIGINAL PROOF OF NON-SERVICE

Tracking #: 6684964 CAE FIL

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

M & T Bank Plaintiff/Petitioner vs. Tyrone Davis; et al. Defendant/Respondent	Docket Number: 11-CP-26-1809 AFFIDAVIT OF SERVICE OF: CIVIL ACTION COVER SHEET; CERTIFICATE OF EXEMPTION FROM ADR; LIS PENDENS; SUMMONS; COMPLAINT; NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

On the **28th day of February, 2011**, at **11:00 AM**, at the address of **1921 S ISLAND Road, GEORGETOWN, Georgetown County, SC 29440**; this affiant served the above described documents upon **Tyrone Davis**, by then and there personally delivering **1** true and correct copy(ies) thereof, by then presenting to and leaving the same with **Jason Davis, Brother/Co-resident, A black male approx. 30-35 years of age 5'10"-6'0" in height weighing 160-180 lbs with brown hair**, a person of suitable age and discretion residing at the respondent's usual place of abode listed above.

No information was provided or discovered that indicates that the subjects served are members of the U.S. military.

Is the Subject Property a Mobile Home? ( ) NO ( ) YES
Is a Mobile Home VIN # visible? ( ) NO ( ) YES VIN #: _____

Affiant hereby states under penalty of perjury under the laws of the State of **South Carolina** that the statement above is true and correct.

Robert Withall, Horry, SC

SUBSCRIBED AND SWORN to before me this **28th** day of **February, 2011**

NOTARY PUBLIC in and for the State of South Carolina

Amber Haering
NOTARY PUBLIC
State of South Carolina
My Commission Expires
March 30, 2019

FOR: **Korn Law Firm, P.A.**
REF: **F11-01640**

ORIGINAL PROOF OF SERVICE

Tracking #: **6684964** CAE FIL

STATE OF SOUTH CAROLINA COUNTY OF HORRY	IN THE COURT OF COMMON PLEAS 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).	**SECOND AMENDED COMPLAINT** **(Non-Jury Mortgage Foreclosure)** **(Deficiency Requested)**

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this Honorable Court:

1. That the Plaintiff is a corporation organized and existing under and by virtue of the laws of the State of New York; and that the Defendants, Tyrone Davis and Bobby J. Bellamy, are upon information and belief, citizens and residents of the County of Horry, State of South Carolina.

2. On information and belief, Defendant BC Fund and Management, LLC d/b/a BC Fund, LLC ("BC Fund") refers to a single limited liability company organized and existing under the laws of South Carolina, and BC Fund, LLC is a name adopted by BC Fund and Management, LLC for doing business.

3. Any Defendant described herein as a judgment creditor(s) has, by filing the Judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.

4. That the real property hereinafter described which is the subject of this action, is situated and located in the County of Horry, State of South Carolina.

5. That on or about November 16, 2007, for value received, Tyrone Davis, did execute and deliver to M&T Bank, a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said

Tyrone Davis promised to pay to M&T Bank 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").

6. That in order to better secure the payments of the said Note and debt, in accordance with the terms and conditions thereof, Tyrone Davis, did execute and deliver on November 16, 2007 unto M&T Bank, a mortgage covering the following described property ("Subject Property"):

Legal description and property address:
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 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 on 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.

3664 Sea Mountain Highway, Little River, South Carolina 29566
TMS# 130-00-01-219

7. Thereafter said mortgage was recorded in Book 4996 at Page 1970 on November 19, 2007 in the Office of the Register of Deeds of Horry County ("Mortgage").

8. The Mortgage constitutes a first priority mortgage and is a purchase money mortgage with the proceeds of the loan being used to purchase the Subject Property.

9. 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.

10. That under the terms and conditions of said Mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amount for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

11. Further, under the terms and conditions of said Mortgage, it was agreed that the mortgagor would pay all taxes, assessment, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

12. According to the terms of said Mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

13. The monthly payment due on said Note and Mortgage are in default since October 1, 2010, and the conditions of said note and mortgage have been broken

and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said Note and Mortgage as of October 1, 2010 the sum of One Hundred Thirty- Two Thousand Three Hundred Thirteen And 68/100 Dollars ($132,313.68), together with interest at the rate of seven and 50/100 per cent (7.5%) per annum from September 1, 2010 and also for the costs and disbursements of this action, including attorney's fees.

14. That the Defendant, the United States of America through its agency, Internal Revenue Service ("USA"), may claim to have a lien upon all or a portion of the Subject Property described herein 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 for the District 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, a copy of which is attached hereto and incorporated herein by reference. Plaintiff alleges that any lien upon or interest in the Subject Property claimed by the USA does not attach to the Subject Property because the Abstract of Judgment is not entered in the name of any individual in the chain of title of the Subject Property. Plaintiff further alleges that any lien held by the USA has expired pursuant to S.C. Code Ann. § 15-35-810.

AS FOR THE SECOND CAUSE OF ACTION (REFORMATION OF MORTGAGE):

15. The Allegations of Paragraphs 1 through 13 above are hereby incorporated herein.

16. That it was the mutual intent of the parties herein that the legal description of the Mortgage refer to the metes and bounds of the Subject Property as follows:

> "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"

17. That due to a mutual mistake by the parties, the legal description of the Mortgage executed to secure the subject note incorrectly references the metes and

bounds of the Western boundary of the subject property as "on the *East* by North Pointe Development."

18. That Plaintiff seeks that the Mortgage be reformed to correct the reference to the Western boundary to designate and encumber the property shown in Paragraph 19 below.

19. Plaintiff would show that irreparable harm and prejudice will be suffered by Plaintiff if the Mortgage is not reformed as the present collateral under the Mortgage is without sufficient equity to secure the debt.

20. Wherefore, Plaintiff does hereby move for a reformation of the Mortgage at the hearing to correct the legal description to read as follows:

Legal Description

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.

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 Lola Bellamy Young, dated December 27, 2006 and recorded on 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.

FOR A THIRD CAUSE OF ACTION
(REFORMATION OF DEEDS)

21. The Allegations of Paragraphs 1 through 19 above are hereby incorporated herein.

22. Defendants Bobby J. Bellamy and BC Fund are named as parties by virtue of any interest they may have as a result of the defect in title described in the within cause of action.

23. Bellamy purportedly conveyed the Subject Property to BC Fund through a 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").

24. BC Fund purportedly conveyed the Subject Property to Tyrone Davis through a 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").

25. It was the mutual intent of the parties to the BC Fund Deed that the Grantee therein be designated as "BC Fund and Management, LLC" rather than "BC Fund, LLC," and that the Subject Property be conveyed to BC Fund and Management, LLC rather than purportedly to BC Fund, LLC.

26. Due to a mutual mistake by the parties to the BC Fund Deed, the BC Fund Deed incorrectly designates the Grantee therein as "BC Fund, LLC."

27. It was the mutual intent of the parties to the Davis Deed that the Grantor therein be designated as "BC Fund and Management, LLC" rather than "BC Fund, LLC."

28. Due to a mutual mistake by the parties to the Davis Deed, the Davis Deed incorrectly designates the Grantor therein as "BC Fund, LLC."

29. It was the mutual intent of all parties that the legal descriptions in both the BC Fund Deed and the Davis Deed refer to the metes and bounds as described in Paragraph 15 herein.

30. Due to a mutual mistake by the parties to the BC Fund Deed and Davis Deed, the legal description in both deeds incorrectly identifies the metes and bounds of the Western boundary of the Subject Property as "on the *East* by North Pointe Development."

31. Plaintiff now seeks as follows:

a. That the BC Fund Deed and Davis Deed be reformed to describe and affect the property as set forth in Paragraph 19 herein;

b. That the BC Fund Deed be reformed to designate "BC Fund and Management, LLC" as the Grantee;

c. That the Davis Deed be reformed to designate "BC Fund and Management, LLC" as the Grantor.

32. Plaintiff would show that irreparable harm and prejudice will be suffered by Plaintiff is the Deeds are not reformed.

33. That Plaintiff is entitled to a Judgment extinguishing any interest Bobby J. Bellamy and BC Fund may have in the Subject Property and declaring that Tyrone Davis has the sole ownership interest in the Subject Property.

34. That the Plaintiff does not waive but specifically demands judgment against the Defendant, Tyrone 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 Tyrone Davis, for any deficiency in this action remaining after sale of the mortgaged premises.

35. The Mortgage loan is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac nor is the servicer/investor participating in the Home Affordable Modification Program.

36. That upon information and belief, certain costs for inspecting and securing the Subject Property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

37. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the Mortgage have been performed or have occurred.

WHEREFORE, having fully set forth its complaint, the Plaintiff prays that this Honorable Court inquire into the matter set forth herein and:

(1) That the amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

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

(3) That the mortgaged premises be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of the sale be applied as follows:

First, to the costs and expenses of the within action and sale.

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid, and

Third, the surplus, if any, be distributed according to law.

Fourth, Plaintiff have judgment against the Defendant Tyrone Davis for the full amount found to be due Plaintiff on the Note and Mortgage; with right to enter personal judgment against the Defendant Tyrone Davis for any deficiency in this action remaining after sale of the mortgaged premises.

(4) For an Order directing and empowering the Sheriff of Horry County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

(6) For reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of a delinquency.

(7) For an Order satisfying any prior lien that may be of record, but have been paid in full.

(8) For an Order correcting the legal description of the subject mortgage to reflect to property intended to be mortgage.

(9) For an Order correcting the legal descriptions of the BC Fund Deed and Davis Deed to reflect the property intended to be conveyed.

(10) For an Order correcting the BC Fund Deed to correctly designate "BC Fund and Management, LLC" as the Grantee.

(11) For an Order correcting the Davis Deed to correctly designate "BC Fund and Management, LLC" as the Grantor.

(12) For an Order extinguishing any interest Bobby J. Bellamy and BC Fund, LLC, may claim to have in the subject property and declaring that Tyrone Davis has the sole ownership interest in the Subject Property.

(13) For an Order stating that the Judgment held by the USA does not attach to the Subject Property.

(14) For such other and further relief as may be just and proper.

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Attorneys for the Plaintiffs

December 3, 2013
Columbia, South Carolina

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).	IN THE COURT OF COMMON PLEAS C.A. NO: 2011-CP-26-1809 **SECOND AMENDED COMPLAINT** **(Non-Jury Mortgage Foreclosure)** **(Deficiency Requested)**

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this Honorable Court:

1. That the Plaintiff is a corporation organized and existing under and by virtue of the laws of the State of New York; and that the Defendants, Tyrone Davis and Bobby J. Bellamy, are upon information and belief, citizens and residents of the County of Horry, State of South Carolina.

2. On information and belief, Defendant BC Fund and Management, LLC d/b/a BC Fund, LLC ("BC Fund") refers to a single limited liability company organized and existing under the laws of South Carolina, and BC Fund, LLC is a name adopted by BC Fund and Management, LLC for doing business.

3. Any Defendant described herein as a judgment creditor(s) has, by filing the Judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.

4. That the real property hereinafter described which is the subject of this action, is situated and located in the County of Horry, State of South Carolina.

5. That on or about November 16, 2007, for value received, Tyrone Davis, did execute and deliver to M&T Bank, a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said

Tyrone Davis promised to pay to M&T Bank 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").

6. That in order to better secure the payments of the said Note and debt, in accordance with the terms and conditions thereof, Tyrone Davis, did execute and deliver on November 16, 2007 unto M&T Bank, a mortgage covering the following described property ("Subject Property"):

Legal description and property address:
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TMS# 130-00-01-219

7. Thereafter said mortgage was recorded in Book 4996 at Page 1970 on November 19, 2007 in the Office of the Register of Deeds of Horry County ("Mortgage").

8. The Mortgage constitutes a first priority mortgage and is a purchase money mortgage with the proceeds of the loan being used to purchase the Subject Property.

9. 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.

10. That under the terms and conditions of said Mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amount for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

11. Further, under the terms and conditions of said Mortgage, it was agreed that the mortgagor would pay all taxes, assessment, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

12. According to the terms of said Mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

13. The monthly payment due on said Note and Mortgage are in default since October 1, 2010, and the conditions of said note and mortgage have been broken

and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said Note and Mortgage as of October 1, 2010 the sum of One Hundred Thirty- Two Thousand Three Hundred Thirteen And 68/100 Dollars ($132,313.68), together with interest at the rate of seven and 50/100 per cent (7.5%) per annum from September 1, 2010 and also for the costs and disbursements of this action, including attorney's fees.

14. That the Defendant, the United States of America through its agency, Internal Revenue Service ("USA"), may claim to have a lien upon all or a portion of the Subject Property described herein 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 for the District 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, a copy of which is attached hereto and incorporated herein by reference. Plaintiff alleges that any lien upon or interest in the Subject Property claimed by the USA does not attach to the Subject Property because the Abstract of Judgment is not entered in the name of any individual in the chain of title of the Subject Property. Plaintiff further alleges that any lien held by the USA has expired pursuant to S.C. Code Ann. § 15-35-810.

AS FOR THE SECOND CAUSE OF ACTION
(REFORMATION OF MORTGAGE):

15. The Allegations of Paragraphs 1 through 13 above are hereby incorporated herein.

16. That it was the mutual intent of the parties herein that the legal description of the Mortgage refer to the metes and bounds of the Subject Property as follows:

> "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"

17. That due to a mutual mistake by the parties, the legal description of the Mortgage executed to secure the subject note incorrectly references the metes and

bounds of the Western boundary of the subject property as "on the ***East*** by North Pointe Development."

18. That Plaintiff seeks that the Mortgage be reformed to correct the reference to the Western boundary to designate and encumber the property shown in Paragraph 19 below.

19. Plaintiff would show that irreparable harm and prejudice will be suffered by Plaintiff if the Mortgage is not reformed as the present collateral under the Mortgage is without sufficient equity to secure the debt.

20. Wherefore, Plaintiff does hereby move for a reformation of the Mortgage at the hearing to correct the legal description to read as follows:

Legal Description

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.

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FOR A THIRD CAUSE OF ACTION (REFORMATION OF DEEDS)

21. The Allegations of Paragraphs 1 through 19 above are hereby incorporated herein.

22. Defendants Bobby J. Bellamy and BC Fund are named as parties by virtue of any interest they may have as a result of the defect in title described in the within cause of action.

23. Bellamy purportedly conveyed the Subject Property to BC Fund through a 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").

24. BC Fund purportedly conveyed the Subject Property to Tyrone Davis through a 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").

25. It was the mutual intent of the parties to the BC Fund Deed that the Grantee therein be designated as "BC Fund and Management, LLC" rather than "BC Fund, LLC," and that the Subject Property be conveyed to BC Fund and Management, LLC rather than purportedly to BC Fund, LLC.

26. Due to a mutual mistake by the parties to the BC Fund Deed, the BC Fund Deed incorrectly designates the Grantee therein as "BC Fund, LLC."

27. It was the mutual intent of the parties to the Davis Deed that the Grantor therein be designated as "BC Fund and Management, LLC" rather than "BC Fund, LLC."

28. Due to a mutual mistake by the parties to the Davis Deed, the Davis Deed incorrectly designates the Grantor therein as "BC Fund, LLC."

29. It was the mutual intent of all parties that the legal descriptions in both the BC Fund Deed and the Davis Deed refer to the metes and bounds as described in Paragraph 15 herein.

30. Due to a mutual mistake by the parties to the BC Fund Deed and Davis Deed, the legal description in both deeds incorrectly identifies the metes and bounds of the Western boundary of the Subject Property as "on the ***East*** by North Pointe Development."

31. Plaintiff now seeks as follows:

a. That the BC Fund Deed and Davis Deed be reformed to describe and affect the property as set forth in Paragraph 19 herein;

b. That the BC Fund Deed be reformed to designate "BC Fund and Management, LLC" as the Grantee;

c. That the Davis Deed be reformed to designate "BC Fund and Management, LLC" as the Grantor.

32. Plaintiff would show that irreparable harm and prejudice will be suffered by Plaintiff is the Deeds are not reformed.

33. That Plaintiff is entitled to a Judgment extinguishing any interest Bobby J. Bellamy and BC Fund may have in the Subject Property and declaring that Tyrone Davis has the sole ownership interest in the Subject Property.

34. That the Plaintiff does not waive but specifically demands judgment against the Defendant, Tyrone 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 Tyrone Davis, for any deficiency in this action remaining after sale of the mortgaged premises.

35. The Mortgage loan is not owned, securitized, or guaranteed by Fannie Mac or Freddie Mac nor is the servicer/investor participating in the Home Affordable Modification Program.

36. That upon information and belief, certain costs for inspecting and securing the Subject Property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

37. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the Mortgage have been performed or have occurred.

WHEREFORE, having fully set forth its complaint, the Plaintiff prays that this Honorable Court inquire into the matter set forth herein and:

(1) That the amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

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

(3) That the mortgaged premises be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of the sale be applied as follows:

First, to the costs and expenses of the within action and sale.

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid, and

Third, the surplus, if any, be distributed according to law.

Fourth, Plaintiff have judgment against the Defendant Tyrone Davis for the full amount found to be due Plaintiff on the Note and Mortgage, with right to enter personal judgment against the Defendant Tyrone Davis for any deficiency in this action remaining after sale of the mortgaged premises.

(4) For an Order directing and empowering the Sheriff of Horry County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

(6) For reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of a delinquency.

(7) For an Order satisfying any prior lien that may be of record, but have been paid in full.

(8) For an Order correcting the legal description of the subject mortgage to reflect to property intended to be mortgage.

(9) For an Order correcting the legal descriptions of the BC Fund Deed and Davis Deed to reflect the property intended to be conveyed.

(10) For an Order correcting the BC Fund Deed to correctly designate "BC Fund and Management, LLC" as the Grantee.

(11) For an Order correcting the Davis Deed to correctly designate "BC Fund and Management, LLC" as the Grantor.

(12) For an Order extinguishing any interest Bobby J. Bellamy and BC Fund, LLC, may claim to have in the subject property and declaring that Tyrone Davis has the sole ownership interest in the Subject Property.

(13) For an Order stating that the Judgment held by the USA does not attach to the Subject Property.

(14) For such other and further relief as may be just and proper.

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Attorneys for the Plaintiffs

December 3, 2013
Columbia, South Carolina

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).	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT C.A. NO: 2011-CP-26-1809 **NOTICE OF MOTION AND MOTION TO AMEND COMPLAINT**

HORRY COUNTY
13 AUG 29 PM 3: 22
WILLAMENA WILLIAMS-WARD
CLERK OF COURT

TO: DANIEL Q. ORVIN, ATTORNEY FOR DEFENDANT TYRONE DAVIS; HOWELL V. BELLAMY, III, ATTORNEY FOR DEFENDANT BOBBY J. BELLAMY; AND MATTHEW J. MODICA, ATTORNEY FOR DEFENDANT THE INTERNAL REVENUE SERVICE:

PLEASE TAKE NOTICE that pursuant to Rule 15(a), SCRCP, the Plaintiff M&T Bank ("Plaintiff"), through its undersigned counsel, will move before the Presiding Circuit Court Judge for Horry County on the 10th day after service hereof at the Horry County Courthouse, Conway, South Carolina, or as soon thereafter as may be convenient to the Court and counsel, for an Order allowing the Plaintiff to file the attached Second Amended Complaint.

Pursuant to Rule 11, SCRCP, the undersigned represents to the Court that he has attempted to secure the Defendants' consent to this amended pleading. However, counsel for the Defendant Bobby J. Bellamy has refused to provide his consent.

ARGUMENT

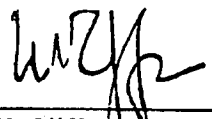
Under Rule 15(a), SCRCP, a party may amend a pleading with leave of court, and "leave shall be freely given when justice so requires and does not prejudice any other

party." This case involves, among other things, an action to reform the property description in a deed executed by Defendant Bobby J. Bellamy in favor of "BCFUND, LLC." Plaintiff deposed Defendant Bobby J. Bellamy on July 11, 2013, and at that deposition, Plaintiff learned for the first time that "BC Fund, LLC" is an incorrect legal name for the Defendant BC Fund and Management, LLC, which apparently conducts business under the name "BC Fund, LLC." As a result, Plaintiff now seeks to amend its First Amended Complaint to include, as part of its existing deed reformation action, a request to reform the deed to correctly designate "BC Fund Management, LLC" as the grantee.

This amendment will not prejudice Defendant Bellamy or the other parties in any way. "The prejudice Rule 15 envisions is a lack of notice that the new issue is going to be tried, and a lack of opportunity to refute it." *Parker v. Spartanburg Sanitary Sewer Dist.*, 362 S.C. 276, 286, 607 S.E.2d 711, 716 (Ct. App. 2005). "Amendments to conform to the proof should be liberally allowed when no prejudice to the opposing party will result." *Collins Entm't, Inc. v. White*, 363 S.C. 546, 562, 611 S.E.2d 262, 270 (Ct. App. 2005). As indicated above, Plaintiff has already filed an action to reform the property description in the above-described deed. The proposed amendment would simply add to the existing deed reformation action a request to designate "BC Fund Management, LLC" as the grantee in the deed. This amendment creates no new cause of action or risk of liability for Defendant Bellamy or the other defendants. Moreover, if Plaintiff is allowed to amend, Defendant Bellamy and the other defendants will have full opportunity to refute the additional allegations through their responsive pleadings and ongoing discovery.

As such, under Rule 15(a), SCRCP, Plaintiff is entitled to amend its First Amended Complaint.

Respectfully submitted,



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Attorneys for the Plaintiffs

August 28, 2013
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**FIFTEENTH JUDICIAL CIRCUIT**
COUNTY OF HORRY	)	**CIVIL ACTION NO. 2011-CP-26-1809**
	)	
M&T Bank,	)	
	)	
Plaintiff,	)	
	)	**SECOND AMENDED ANSWER, COUNTERCLAIMS AND CROSS-CLAIMS AND THIRD-PARTY COMPLAINT OF THE DEFENDANT BOBBY J. BELLAMY**
	)	
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.	)	
Bobby J. Bellamy,	)	
	)	
Third-Party Plaintiff,	)	
	)	
vs	)	
	)	
William O. Smith,	)	
	)	
Third-Party Defendant.	)	

The Defendant and Third-Party Plaintiff, Bobby J. Bellamy ("Bellamy"), amending his answer in response to the Second Amended Complaint of Plaintiff M&T Bank, also files a Third-Party Complaint against Third-Party Defendant William O. Smith ("Smith"), and would respectfully show unto this Honorable Court as follows:

FOR A FIRST DEFENSE
(General Denial)

1. Each and every allegation of Plaintiff's Second Amended Complaint which is not

hereafter specifically admitted, modified or explained is denied, and strict proof is demanded thereof.

2. Defendant admits to the allegations in the first sentence of **Paragraph 1** of Plaintiff's Second Amended Complaint, but denies all remaining allegations of **Paragraph 1**, and demands strict proof thereof.

3. The allegations of **Paragraph 2** of Plaintiff's Second Amended Complaint are denied, and strict proof is demanded thereof.

4. The allegations of **Paragraph 3** of Plaintiff's Second Amended Complaint require no response from this Defendant. To the extent a response is required, Defendant denies the allegations of these paragraphs, and demands strict proof thereof.

5. The allegations of **Paragraph 4** are admitted.

6. The allegations of **Paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14** of Plaintiff's Second Amended Complaint require no response from this Defendant. To the extent a response is required, Defendant denies the allegations of these paragraphs, and demands strict proof thereof.

FOR A FIRST DEFENSE TO THE SECOND CAUSE OF ACTION
(Reformation of Mortgage)

7. Answering **Paragraph 15** of Plaintiff's Second Amended Complaint, Defendant incorporates his responses to **Paragraphs 1 through 14** as if set forth verbatim herein.

8. The allegations of **Paragraphs 16, 17, 18, 19, and 20** of Plaintiff's Second Amended Complaint are denied, and strict proof is demanded thereof.

FOR A FIRST DEFENSE TO A THIRD CAUSE OF ACTION
(Reformation of Deed)

9. Answering **Paragraph 21** of Plaintiff's Second Amended Complaint, Defendant

incorporates his responses to **Paragraphs 1 through 20** as if set forth verbatim herein.

10. The allegations of **Paragraphs 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37,** and Prayer for Relief including its subparts **(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) and (14)** of Plaintiff's Second Amended Complaint are denied, and strict proof is demanded thereof.

FOR A SECOND AFFIRMATIVE DEFENSE TO ALL CLAIMS
(Failure to State a Claim under Rule 12 (b)(6) of SCRCP)

11. That the foregoing defense is incorporated herein by reference as fully as if repeated verbatim.

12. The Complaint fails to state a claim on which relief can be granted for the reasons described below, and accordingly should be dismissed pursuant to S. C. R. Civ. P. 12(b)(6).

FOR A THIRD AFFIRMATIVE DEFENSE TO ALL CLAIMS
(Estoppel)

13. That the foregoing defenses are incorporated herein by reference as fully as if repeated verbatim.

14. Defendant Bellamy's Deed, marked (Exhibit A) and Defendant Davis' Deed marked (Exhibit B) are both void and unenforceable as a matter of law because BC Fund, LLC, is not the adopted and/or trade name for the Defendant BC Fund and Management, LLC. Stated differently, they are not the same legal entity. Further, BC Fund, LLC was not a legal entity in existence at the time the real property was transferred under both Deeds. As such, Plaintiff M&T Bank had constructive and/or record notice that BC Fund, LLC was not a legal entity in existence at the time of the alleged conveyances in (Exhibits A and B) where BC Fund, LLC was first the Grantee, and

then Grantor, respectively, and, therefore, is estopped from asserting the validity of an unenforceable lien under a void mortgage with Defendant Davis. Accordingly, Plaintiff M&T Bank's foreclosure action should be dismissed with prejudice by the court.

FOR A FOURTH AFFIRMATIVE DEFENSE TO ALL CLAIMS
(Lack of evidence to establish a claim for Reformation)

15. That the foregoing defenses are incorporated herein by reference as fully as if repeated verbatim.

16. Plaintiff M&T Bank's claim for Reformation fails for lack clear and convincing evidence: (1) that the alleged mistake is mutual between the parties to the BC Fund, LLC Deed (Exhibit A), (2) that the alleged mistake is an omission of a material element affecting the subject matter or the terms in (Exhibit A); and (3) that the alleged mistake in (Exhibit A) is inconsistent with the prior oral agreement(s) between Third-Party Defendant Smith, Tommy Bellamy, and the Defendant Bellamy which were to form a new limited liability company to develop both of the Bellamy's properties for low income housing.

FOR A FIFTH AFFIRMATIVE DEFENSE TO ALL CLAIMS
(Plaintiff lacks Standing to Reform the BC Fund LLC Deed)

17. That the foregoing defenses are incorporated herein by reference as fully as if repeated verbatim.

18. The Plaintiff M&T Bank lacks standing to reform the Deed from the Defendant Bellamy to BC Fund LLC to reflect that "BC Fund and Management, LLC" is the Grantee rather than "BC Fund LLC" because it was not a party to the written document (Exhibit A) or in privity with a

party.

FOR A SIXTH AFFIRMATIVE DEFENSE TO ALL CLAIMS
(Failure of Consideration from Grantor to Reform the BC Fund LLC Deed)

19. That the foregoing defenses are incorporated herein by reference as fully as if repeated verbatim.

20. Defendant Davis as a subsequent Grantee stands in the shoes of his Grantor BC Fund LLC, and where Grantee Davis does not come into court with clean hands in that he or his Grantor BC Fund LLC failed to pay full consideration to the Defendant Bellamy for his property, there can be no reformation of the original deed (Exhibit A) to such Grantor.

FOR A SEVENTH AFFIRMATIVE DEFENSE TO ALL CLAIMS
(Negligent in failing to verify that the BC Fund, LLC was a company in Good Standing)

21. That the foregoing defenses are incorporated herein by reference as fully as if repeated verbatim.

22. Plaintiff M&T Bank was negligent in failing to exercise reasonable diligence to verify that the BC Fund, LLC was not a limited liability company in "good standing" prior to approving the Defendant Davis' loan to purchase the Bellamy property. Further, the Plaintiff M&T Bank had actual and/or constructive knowledge that BC Fund, LLC had purchased the Bellamy property for less than full consideration. As such, based on its equitable conduct and omissions,[1] the Plaintiff M&T Bank is precluded from reforming the Deed from the Defendant Bellamy to BC Fund

---

[1]When ***"one of two innocent parties must suffer loss, it must fall on the party who, by incautious and misplaced confidence, has occasioned it or placed it in the power of a third party to perpetrate the fraud by which the loss has happened."*** MI Co. v. McLean, 325 S.C. 616, 624, 482 S.E.2d 597, 601 (Ct. App.1997) (quoting City Council of Charleston v. Ryan, 22 S.C. 339 (1884)). Had the Bank not disbursed funds to the Defendant Tyrone Davis prematurely and verified that BC Fund, LLC was not a limited liability company in Good Standing, it and the Defendant Bellamy would not have been injured.

LLC to reflect that "BC Fund and Management, LLC" is the Grantee rather than "BC Fund LLC." Accordingly, Reformation of an instrument will not be granted where the general equities of the transaction are against the party seeking it.

FOR AN EIGHTH AFFIRMATIVE DEFENSE TO ALL CLAIMS
(Names or designation of Parties or Persons can not be Reformed)

23. That the foregoing defenses are incorporated herein by reference as fully as if repeated verbatim.

24. Equity does not permit a court to add or substitute other parties for those appearing on the face of a contract or deed where the effect would be to make a new contract. Specifically, an agreement may not be reformed to make one a party to an instrument where that person or entity was originally not a party to it. As such, the Plaintiff M&T Bank is precluded from reforming the Deed from the Defendant Bellamy to BC Fund LLC for the purpose of adding or substituting "BC Fund and Management, LLC" as the Grantee for "BC Fund LLC."

FOR A NINTH AFFIRMATIVE DEFENSE TO ALL CLAIMS
(Laches)

25. That the foregoing defenses are incorporated herein by reference as fully as if repeated verbatim.

26. Defendant Bellamy invokes the defense of Laches as a bar to the Plaintiff's Reformation action. Specifically, the Plaintiff neglected or failed to assert this right for a substantial period of time, 6 years, after execution of the deed (Exhibit A) to the disadvantage and undue prejudice of the Defendant Bellamy. Accordingly, Plaintiff's Reformation action fails due to the

equitable defense of Laches.

FOR A TENTH AFFIRMATIVE DEFENSE TO ALL CLAIMS
(Unclean Hands)

27. That the foregoing defenses are incorporated herein by reference as fully as if repeated verbatim.

28. Upon information and belief, the Plaintiff's claims are barred by the Doctrine of Unclean Hands.

FOR AN ELEVENTH AFFIRMATIVE DEFENSE AND
FIRST COUNTERCLAIM AGAINST PLAINTIFF M&T BANK,
AND FIRST CROSS-CLAIM AGAINST DEFENDANT TYRONE DAVIS
(Declaratory Judgment Relief)

29. That the foregoing defenses are incorporated herein by reference as fully as if repeated verbatim.

30. Defendant Bellamy owns in absolutely fee simple and is entitled to possessesion of real property located in the County of Horry, State of South Carolina, and described as follows:

> **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.**[2]

31. Plaintiff M&T Bank claims a lien against such property adverse to the Defendant

[2]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

Bellamy's claim is without any right, and Plaintiff M&T Bank has no estate, right, title, lien, or interest in or to such property, or any part of it.

32. Plaintiff M&T Bank 's claim is based on a mortgage to the property purportedly executed by Defendant Davis to Plaintiff on November 16, 2007. On November 19, 2007, the mortgage was recorded in Book 4996, at page 1970, in the Office of the Register of Deeds of Horry County, State of South Carolina.

33. The above mortgage is invalid and unenforceable for the following reasons:

a. That BC Fund, LLC was not the adopted and/or trade name for BC Fund and Management, LLC in 2007 or any time thereafter; and

b. That BC Fund, LLC was not a legal entity in existence at the time the Bellamy property was transferred under both Deeds designated as Exhibits A and B.

34. This is an action for a declaratory judgment pursuant to the Uniform Declaratory Judgment Act of South Carolina, as set forth in Section15-53-10 et seq., of the South Carolina Code of Laws, 1976, as amended, for the purpose of determining the rights, title, interest, and other legal relations between the parties arising under the deeds and mortgage involved in this action.

35. Section 15-53-30 provides:

> Any person interested under a deed, will, written contract or other writings constituting a contract or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder.

36. A justiciable controversy exists between the parties regarding their rights, title, and interest in the real property as described in Paragraph 30 of this Second Amended Answer.

37. Defendant Bellamy may not have an adequate remedy at law.

38. Defendant Bellamy is informed and believes that he is entitled to a decree from the Court ordering the following relief:

a. That BC Fund, LLC was not an entity with a legal existence at the time of the alleged conveyances between the grantees and grantors, respectively, as described in (Exhibits A and B);

b. The Deed from Defendant Bellamy to BC Fund LLC to be set aside and declared null and void, and cancelled for lack of an existing grantee as if no such deed had ever been executed;

c. Declaring that the real property described in Paragraph 30 above was conveyed to BC Fund LLC in trust for the purpose of developing the Defendant Bellamy's land into low income housing;

d. The development contract between Defendant Bellamy and BC Fund LLC to be declared null and void due to lack of consideration. Further, the development contract be declared null and void due to fraud based on BC Fund LLC's lack of legal existence;

e. The Deed from BC Fund LLC to Defendant Davis to be set aside and declared null and void, and cancelled for lack of an existing grantor, as if no such deed had ever been executed;

f. It was not the mutual intent of the parties to the BC Fund, LLC Deed that the Grantee therein be designated as "BC Fund and Management, LLC" rather than "BC Fund LLC," and that the subject property be conveyed to the Defendant BC Fund and Management, LLC, rather than to BC Fund LLC;

g. That no mutual mistake occurred between the parties to the BC Fund, LLC Deed, and that the BC Fund, LLC Deed correctly designates the Grantee therein as BC Fund LLC;

h. It was not the mutual intent of the parties to the Davis Deed that the Grantee therein be designated as "BC Fund and Management, LLC" rather than "BC Fund LLC," and that the subject property be conveyed to the Defendant BC Fund and Management, LLC, rather than to "BC Fund LLC;"

i. That no mutual mistake occurred between the parties to the Davis Deed, and that the Davis Deed correctly designates the Grantor therein as "BC Fund LLC;"

j. The Plaintiff had constructive or record notice that BC Fund, LLC was not an entity with a legal existence at the time of the alleged conveyances as described in (Exhibits A and B);

k. The Plaintiff had constructive or record notice that BC Fund, LLC, was not the adopted and/or trade name for the Defendant BC Fund and Management, LLC, at the time of the alleged conveyances as described in (Exhibits A and B);

l. The Plaintiff lacks standing to reform the BC Fund LLC Deed from the Defendant Bellamy to BC Fund LLC because it was not a party to the Deed (Exhibit A) or in privity with a party;

m. Plaintiff's claim for Reformation fails for lack of mutual mistake between the parties to the BC Fund, LLC Deed;

n. Declaring that Plaintiff's mortgage with Defendant Davis is null and void;

o. Cancelling Plaintiff's mortgage of record with Defendant Davis;

p. Quieting Defendant Bellamy's title to the real property described in Paragraph 30 above;

q. Placing Defendant Bellamy in the possession of his property as described in Paragraph 30 above;

r. Declaring that the Defendant Davis and all persons claiming under him have no estate, right, title, lien, or interest in or to the real property or any part of it described in Paragraph 30 above;

s. For a declaration and determination that the Defendant Bellamy is the rightful

holder of title to the real property as described in Paragraph 30 above;

t. For a judgment forever enjoining the Plaintiff M&T Bank and Defendants Davis and BC Fund and Management, LLC, from claiming any estate, right, title, or interest in the subject property as described in Paragraph 30; and

u. Plaintiff M&T Bank is estopped to assert its claim for Reformation in this foreclosure action because, upon information and belief, it is not licensed and authorized to conduct business in the State of South Carolina.

FOR A TWELFTH AFFIRMATIVE DEFENSE AND SECOND COUNTERCLAIM AGAINST PLAINTIFF M&T BANK, AND SECOND CROSS-CLAIM AGAINST DEFENDANT TYRONE DAVIS AND FIRST THIRD PARTY CLAIM AGAINST THIRD-PARTY DEFENDANT WILLIAM O. SMITH (CIVIL CONSPIRACY)

39. That the foregoing defenses are incorporated herein by reference as fully as if repeated verbatim.

40. The Plaintiff M&T Bank, Defendant Davis, and Third-Party Defendant William O. Smith ("Smith"), upon information and belief, actively engaged in a scheme to divest Third-Party Plaintiff Bellamy of legal title in his land as described in (Exhibit A).

41. The Plaintiff M&T Bank, Defendant Davis, and Third-Party Defendant Smith, upon information and belief, acted in concert with full knowledge of the other's activities and for the sole purpose of their economic gain to the injury and detriment of Third-Party Plaintiff Bellamy.

42. As a direct result of the Plaintiff M&T Bank, Defendant Davis, and Third-Party Defendant Smith's inequitable conduct and injurious actions, upon information and belief, Third-Party Plaintiff Bellamy is entitled to an award of actual and special damages in an amount to be proven at trial, and such punitive damages as may be appropriate.

FOR A THIRTEENTH AFFIRMATIVE DEFENSE AND SECOND THIRD-PARTY CLAIM AGAINST THIRD-PARTY DEFENDANT WILLIAM O. SMITH (FRAUD)

43. That the foregoing defenses are incorporated herein by reference as fully as if repeated verbatim.

44. During the months of May and June, 2007, the Third-Party Defendant Smith made false representations of material fact to the Third-Party Plaintiff Bellamy, as follows:

a. That Third-Party Defendant Smith was going to form a new limited liability company know as BC Fund, LLC to develop the Bellamy's properties into low income housing; and

b. That Third-Party Defendant Smith agreed to hold the deeds of Tommy Bellamy and Defendant Bobby Bellamy in trust until the following conditions had occurred: (1) Plaintiff M&T Bank's approval of the construction loan to develop the Bellamys' properties into low income housing, (2) Horry County Zoning and Planing Department's approval of the proposed developmental plan to construct low income housing on the Bellamys' properties. If neither of these conditions occurred, Smith said he would deed their properties back to them.

45. Third-Party Defendant Smith knew at that time that the representations were false in as much as he never contacted the South Carolina Secretary of State about forming the proposed new entity to be known as BC Fund, LLC, nor did he ever seek approval of the proposed developmental plan from the Horry County Planning and Zoning Department prior to deeding property of the Defendant Bellamy to the Defendant Davis.

46. At the time of the false representations, Third-Party Defendant Smith intended to deceive the Third-Party Plaintiff Bellamy and to induce Third-Party Plaintiff to act in reliance on

the false representations as described above.

47. Third-Party Plaintiff Bellamy did not know that the representations were false and, justifiably relying on the false representations, he acted upon them on June 29, 2007, by deeding his property by quitclaim deed (Exhibit A) to BC Fund , LLC, which was recorded July 18, 2007 in Deed Book 3261 at Page 2091, in the records of Horry County, South Carolina. Tax Map #: 130-00-01-219. BC Fund, LLC was to hold (Exhibit A) in trust until a final agreement could be reached based on the conditions described above.

48. As a direct and proximate result of the Third-Party Defendant Smith's fraudulent conduct, the Third-Party Plaintiff Bellamy was injured in that his property (Exhibit A) was wrongfully conveyed away to the Defendant Davis, and thereby divesting him of his interest in the real property (Exhibit A) as specifically described in paragraph 30 above.

49. The Third-Party Plaintiff Bellamy accordingly is entitled to recover compensatory damages from the Third-Party Defendant Smith in an amount to be proven at trial, and such punitive damages as may be appropriate based on the Third-Party Defendant's intentional and deceptive conduct. In the alternative, Defendant Bellamy shall be declared the rightful holder of title to the real property as described in Paragraph 30 above.

WHEREFORE, having fully answered the Plaintiff M&T Bank's Complaint, the Defendant Bellamy through his Second Amended Answer prays as follows:

a. That Plaintiff's claims be dismissed with prejudice with all costs taxed to the Plaintiff, including reasonable attorneys' fees;

b. As to the First Counterclaim against Plaintiff M&T Bank and First Cross-

claim against Defendant Davis, Bellamy requests a decree from the Court ordering the following relief, petitioned for in Paragraph 38 of his Second Amended Answer;

c. As to the Second Counterclaim against Plaintiff M&T Bank and Second Cross-claim against Defendant Davis and First Third-Party Claim against Third-Party Defendant Smith, Bellamy seeks a judgment against them for special damages in an amount to be proven at trial, and such punitive damages as may be appropriate.

d. As to the Second Third-Party Claim against Third-Party Defendant Smith, Defendant Bellamy seeks a judgment against him for compensatory damages in an amount to be proven at trial, and such punitive damages as may be appropriate. In the alternative, the Defendant Bellamy shall be declared the rightful holder of title to the real property as described in Paragraph 30 above.

e. For trial by jury on all issues so triable; and

f. For such other and further relief as this Honorable Court may deem just and proper.

BELLAMY, RUTENBERG, COPELAND,
EPPS, GRAVELY & BOWERS, P.A.
1000 29th Ave. N.
Myrtle Beach, S. C. 29577
Phone Number: 843-282-5393
Attorneys for Defendant and Third-Party Plaintiff
Howell V. Bellamy, III.
Howell V. Bellamy, Jr.

Myrtle Beach, South Carolina

January 31, 2014

Exhibit 1

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

This document contains 3 pages

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 an designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Stating 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

1st Witness

2nd Witness / NOTARY

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.

Instrument#: 2007000102101, DEED BK: 3261 PG: 2093 DOCTYPE: 001 07/18/2007 AT 01:50:12 PM, 3 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

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 109-00-01-044

was transferred by Bobby J. Bellamy to

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): LOST TRUST TYPE #

(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: _____

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 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 six months or both.

Responsible Person Connected with the Transaction

Bobby Bellamy

Print or type the above name here

SWORN to before me this 29 day of June, year of 2007

Sharon X. Skipper

Notary Public for SC
My Commission Expires: 2/20/10

Sharon X. Skipper

EXHIBIT L

A certified true copy, attest

Marion D. Foxworth, III
Registrar

Instrument#: 2007000143420, DEED BK: 3282 PG: 2931 DOCTYPE: 001 10/09/2007 at 11:08:13 AM, 1 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

TMS Number correct
1300001220

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 an designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Stating at a stake on the corner of sea Mountain Highway and bounded on the south by Tract A owned by Shiela 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 Suit 101
Myrtle Beach SC 29577

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

A certified true copy, attest

Marion D. Foxworth, III
Registrar

Instrument#: 2007000143420, DEED BK: 3282 PG: 2932 DOCTYPE: 001 10/09/2007 at 11:08:13 AM, 2 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

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

1st Witness

2nd Witness / NOTARY

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

A certified true copy, attest

Marion D. Foxworth, III
Registrar

Instrument#: 2007000143420, DEED BK: 3282 PG: 2933 DOCTYPE: 001 10/09/2007 at 11:08:13 AM, 3 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

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 103-00-01-042

was transferred by Tommy J. Bellamy on _____.

3. Check one of the following: The deed is

(a) X 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 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: _____.

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: 5.00
(If no amount is listed, place zero here.)

(c) Subtract line 6(b) from Line 6(a) and place result here: 5.00

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.

Responsible Person Connected with the Transaction

William D. Smith
Print or type the above name here

SWORN to before me this 4

day of October, year of 2007

Star A. Stubbs

Notary Public for S.C.

My Commission Expires: 8/27/2012

Exhibit 3

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.

Exhibit 4

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

Mark Hammond, Secretary of State

Exhibit 5

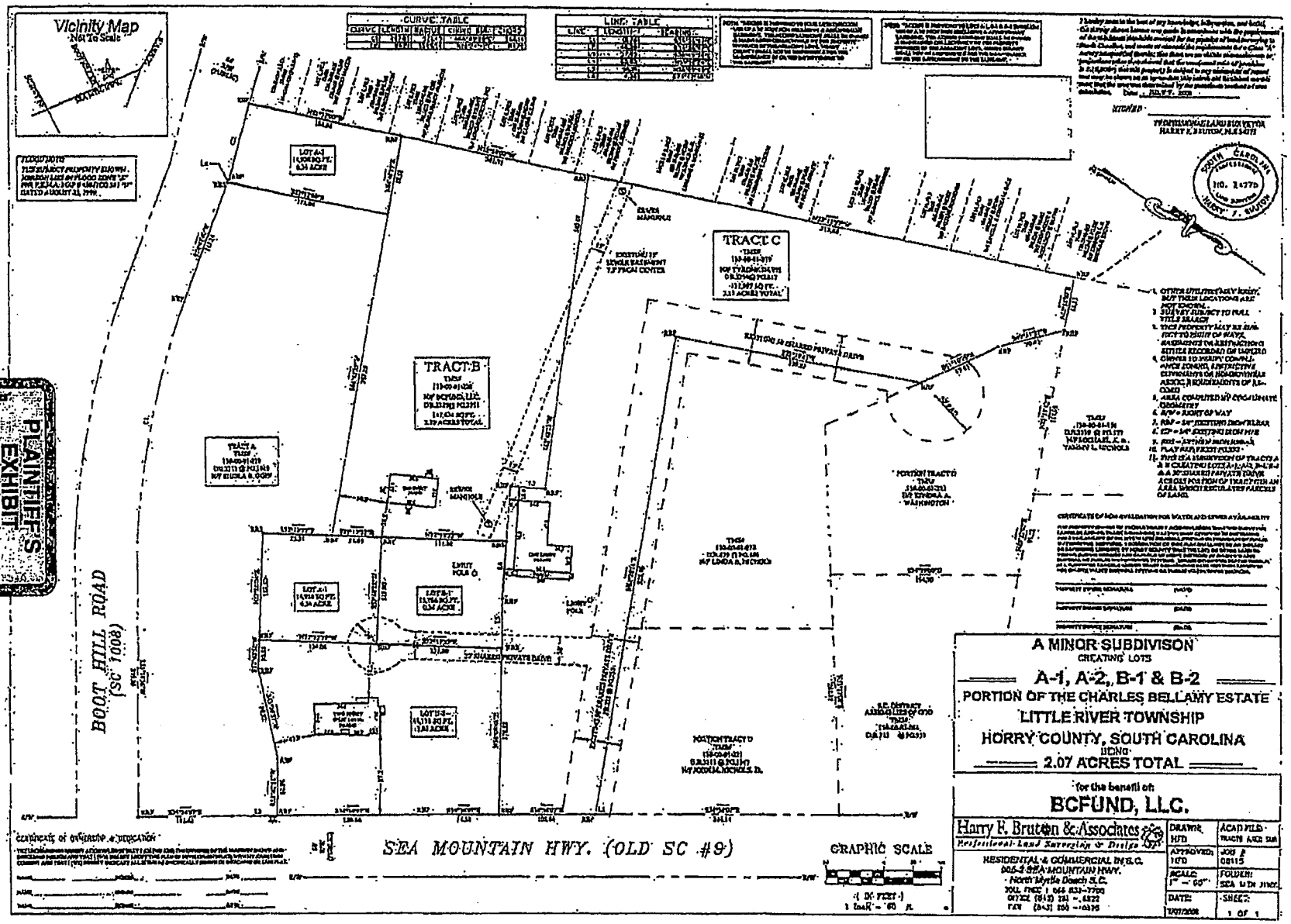

Vicinity Map
Not To Scale
CURVE TABLE
LINE TABLE
TRACT C
TRACT B
TRACT A
LOT A-1
LOT A-2
LOT B-1
LOT B-2
BOOT HILL ROAD
(SC 1008)
SEA MOUNTAIN HWY. (OLD SC #9)
GRAPHIC SCALE
A MINOR SUBDIVISON
CREATING LOTS
A-1, A-2, B-1 & B-2
PORTION OF THE CHARLES BELLAMY ESTATE
LITTLE RIVER TOWNSHIP
HORRY COUNTY, SOUTH CAROLINA
2.07 ACRES TOTAL
for the benefit of:
BCFUND, LLC.
Harry F. Bruton & Associates
Professional Land Surveyors & Design Firm
RESIDENTIAL & COMMERCIAL IN S.C.
905-2 SEA MOUNTAIN HWY.
North Myrtle Beach S.C.
DRAWN: HFB
APPROVED: HFB
SCALE: 1" = 60'
DATE: 10/7/2008
SHEET: 1 OF 1
PLAINTIFF'S EXHIBIT
tabbies

Exhibit 6

BELLAMY & BELLAMY ENTERPISE 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.

EXHIBIT

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

Units 1-2

	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

	Per Mo	Units	Total Monthly	Debt Serv	Gross Inc	Net Inc
Income	$ 800.00	8	$ 6,400.00	$ 4,349.00	$ 2,051.00	$ 1,025.50

			Monthly	Annual Income	
40%	Bellamy	$ 410.20	$ 4,922.40	Complete	
40%	Bellamy	$ 410.20	$ 4,922.40	Monthly	
20%	BCFUND	$ 205.10	$ 2,461.20	$ 1,025.50	

Units 4-5

	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

	Per Mo	Units	Total Monthly	Debt Serv	Gross Inc	Net Inc
Income	$ 800.00	8	$ 6,400.00	$ 3,345.00	$ 3,055.00	$ 1,527.50

			Monthly	Annual Income	
40%	Bellamy	$ 1,021.20	$ 12,254.40	Complete	
40%	Bellamy	$ 1,021.20	$ 12,254.40	Monthly	
20%	BCFUND	$ 510.60	$ 6,127.20	$ 2,553.00	

Total Project

	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

			Monthly	Annual Income	
40%	Bellamy	$ 7,800.20	$ 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

EXHIBIT

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

MYRTLE BEACH SOUTH CAROLINA 29577
City State Zip Code

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

William Smith
Name Signature

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

401 Broadway Suite 101
Street Address

MYRTLE BEACH SOUTH CAROLINA 29577
City State Zip Code

4. The name and address of each organizer is
(a) William Smith
Name
401 Broadway Suite 101
Street Address City

Myrtle Beach South Carolina 29577
City State Zip

BELLAMY & BELLAMY ENTERPRISE LLC

Name of Limited Liability Company

(b) Bobby Bellamy
Name

Street Address

City | SOUTH CAROLINA State | 29510 Zip Code

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

6. [X] 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.

_____

_____

_____

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

_____ _____
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.

Form Revised by South Carolina

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, indemnity, 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 transferor 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

COPY

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

OCT 25 2013

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

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 O. 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 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) 734-1726

Form Revised by South Carolina Secretary of State, January 2003

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, 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. Bobby J. Bellamy, Third-Party Plaintiff, v. William O. Smith, Third-Party Defendant.	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT CIVIL ACTION NO. 2011-CP-26-1809 AFFIDAVIT OF MELANIE HUGGINS-WARD CLERK OF COURT FOR HORRY COUNTY

FILED
HORRY COUNTY
2018 JUN 11 AM 8:40
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.

EXHIBIT

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 Managment, 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 11th day of June, 2015

Nancy B. Jones

Notary Public for South Carolina
My Commission Expires: 1-21-19

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

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 HALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

This Number contains 1300001219

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.

Instrument#: 2007000165045, DEED BK: 3294 PG: 818 DOCTYPE: 001 11/19/2007 at 02:07:12 PM, 2 OF 3 COUNTY STAMPS: $187.00 STATE STAMPS: $442.00 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

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 Erin
Witness (1)

Melissa D. Trader
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 ma this 16th day of November, 2007.

Melissa D. Trader
NOTARY PUBLIC FOR SC
MY COMMISSION EXPIRES: 6/16/14

Instrument#: 2007000165045, DEED BK: 3294 PG: 819 DOCTYPE: 001 11/19/2007 at 02:07:12 PM, 3 OF 3 COUNTY STAMPS: $187.00 STATE STAMPS: $442.00 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

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 Tyrone Davis on November 16, 2007.

3. The Deed is (Check One):
   a. X subject to the Deed recording fee as a transfer for consideration paid or 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. X 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 X 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 due 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 10/16/14

* 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 place 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 entered 130-00-01-220

Rerecord 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 10th day of February, 2010

BCFUND, LLC

(SEAL)

By: William O. Smith

Its: Owner

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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.

Sworn to and subscribed before me
this 10 day of February, 2010

Notary Public for South Carolina

My Commission Expires: May 27, 2018

STEPHANIE CARSON
NOTARY
PUBLIC
SOUTH CAROLINA

Instrument#: 2010000023935, DEED BK: 3448 PG: 3343 DOCTYPE: 001 03/04/2010 at 02:00:59 PM, 3 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

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] 13600120 , 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 of February year of 2010

Responsible Person Connected with the Transaction

William O. Smith

Print or type the above name here

Notary Public for South Carolina

My Commission Expires May 27, 2018

Exhibit 16

ELECTRONICALLY FILED - 2018 May 07 10:54 AM - HORRY - COMMON PLEAS - CASE#2011CP2601809

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

WAIVER OF DEFICIENCY

(NON-JURY MORTGAGE FORECLOSURE)

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

The Plaintiff waives its right to a personal or deficiency judgment in the above foreclosure matter.

CERTIFIED COPY
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

s/ John B. Kelchner
May 7, 2018

John B. Kelchner (S.C. Bar No. 13589)
Attorneys for Plaintiff
Hutchens Law Firm
P.O. Box 8237
Columbia, SC 29202
803-726-2700
john.kelchner@hutchenslawfirm.com

Exhibit 18

ELECTRONICALLY FILED - 2018 Aug 29 8:38 AM - HORRY - COMMON PLEAS - CASE#2011CP2601809

Notice of Sale

C/A No: **2011-CP-26-01809**

BY VIRTUE OF A DECREE of the Court of Common Pleas for Horry County, South Carolina, heretofore issued in the case of M&T Bank vs. Tyrone Davis, Bobby J. Bellamy, BC Fund and Management, LLC d/b/a BC Fund, LLC, and United States of America; Bobby J. Bellamy, Third Party Plaintiff vs. William O. Smith, Third Party Defendant. I, the undersigned as Master in Equity for Horry County, will sell on at September 4, 2018, at the Horry County Justice Center, 1301 2nd Ave., 3rd Floor Conway, SC 29526, Horry County, South Carolina, to the highest bidder:

Legal Description and Property Address:

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.

RENEE N. ELVIS/
CLERK OF COURT/
HORRY COUNTY, SC
CERTIFIED COPY

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

TERMS OF SALE: For cash. Interest at the current rate of Seven and 50/100 (7.50%) to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for

Firm Case No: 1146352 (JFCS.CAE)

papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Master in Equity for Horry County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Master in Equity shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, 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. Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.

Cynthia Graham Howe
Master in Equity for Horry County

Conway, South Carolina
August 27, 2018
Hutchens Law Firm
P.O. Box 8237
Columbia, SC 29202
803-726-2700

ELECTRONICALLY FILED - 2018 Aug 29 8:38 AM - HORRY - COMMON PLEAS - CASE#2011CP2601809

CERTIFIED COPY
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Firm Case No: 1146352 (JFCS.CAE)

Exhibit 19

Affidavit of Publication

Notice of Sale
C/A No: 2011-CP-26-01809
BY VIRTUE OF A DECREE of the Court of Common Pleas for Horry County, South Carolina, heretofore issued in the case of M&T Bank vs. Tyrone Davis, Bobby J. Bellamy, BC Fund and Management, LLC d/b/a BC Fund, LLC and United States of America; Bobby J. Bellamy, Third Party Plaintiff vs. William O. Smith, Third Party Defendant I the undersigned as Master in Equity for Horry County, will sell on September 4, 2018, at 11:00 a.m. at the Horry County Justice Center, 1301 2nd Ave., 3rd Floor Conway, SC 29526, Horry County, South Carolina, to the highest bidder:
Legal Description and Property Address:
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. Sterling 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 Hwy. being a portion of the same property conveyed to Sheila B. Goff, Linda B. Nichol, 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 28, 2007 and recorded on July 16, 2007 in the Register of Deeds Office for Horry County, State of South Carolina, Book 3261 at Page 2091. Thereafter, B Fund, LLC conveyed the subject property to Tyrone Davis by deed dated November 16, 200 and recorded on November 19, 200 the Register of Deeds Office for Horry County, State of South Carolina Book 3294 at Page 817.
3664 SEA MOUNTAIN HIGHWAY
LITTLE RIVER, SC 29566
TMS# 130.00-01-219
TERMS OF SALE: For cash. Interest at the current rate of Seven and 50/100 (7.50%) to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will upon the acceptance of his or her bid, deposit with the Master in Equity for Horry County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to pay resale of said premises under Order of this Court, and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Master in Equity shall forthwith resell the said property, then the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately if the Plaintiff or the Plaintiff's representative does not appear at the above described sale, 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. Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.
Cynthia Graham Howe
Master in Equity for Horry County
Conway, South Carolina
2018
Hutchens Law Firm
P.O. Box 8237
Columbia, SC 29202
803-726-2700
16,23,30

State of South Carolina
County of Horry

Steve Robertson personally appears before me, and after being duly sworn, deposes and says: That he is the

Publisher of the

Horry Independent

a newspaper, published at

Conway, Horry County, S.C.

in that County and State aforesaid; that the

Notice of Sale

was printed and published in said newspaper, for and during the weekly publication, and appear in the issues of

Aug. 16, 23, 30

A.D. 2018

Steve Robertson

Sworn to and subscribed before me this

30th day of August

A.D. 2018

Rebecca Stevens (L.S.)
Notary Public for South Carolina

12/20/27

CERTIFIED COPY
REGISTER OF DEEDS
HORRY COUNTY, S.C.

ELECTRONICALLY FILED - 2018 Sep 19 8:08 AM - HORRY - COMMON PLEAS - CASE#2011CP2601809

1146352

Exhibit 23

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY	)	DOCKET NO 2011-CP-26-01809
M & T Bank,	)	
PLAINTIFF,	)	ASSIGNMENT OF BID
vs.	)	
Tyrone Davis et al.,	)	
DEFENDANTS.	)	

Sold to: Coastal Resort Properties, LLC

Date: September 4, 2018

Amount of bid: $105,000.00

The above-referenced bid hereby is assigned to Leticia LLC, its successors and/or assigns, and the Master is Equity for Horry County is hereby directed, upon payment of the costs and crediting the balance of the bid on Plaintiff's indebtedness, to execute and deliver the deed of conveyance unto said Assignee.

Coastal Resort Properties, LLC

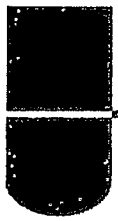
By: _____
Alton Swann, Manager

Myrtle Beach, South Carolina
August 29, 2019

ELECTRONICALLY FILED - 2019 Sep 03 8:56 AM - HORRY - COMMON PLEAS - CASE#2011CP2601809

CERTIFIED COPY
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Exhibit 24



Garber
Reporting Service
& Videoconferencing

1226 Pickens Street
Columbia, South Carolina 29201
info@garberreporting.com
Telephone: (803) 256-4500 | Fax (803) 256-1999

TRIAL PROCEEDINGS

February 08, 2016

M&T Bank

vs

Tyrone Davis, Bobby J. Bellamy, et. al.

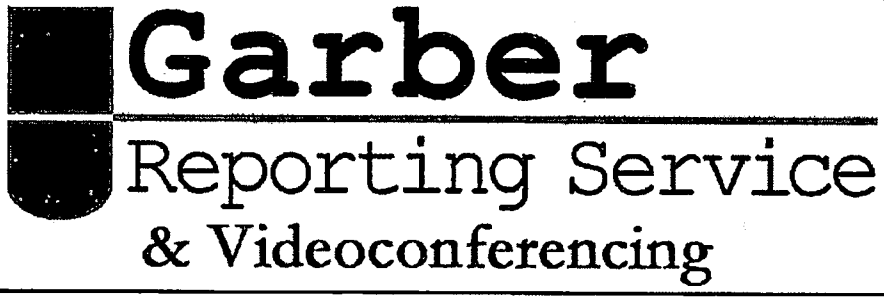
2014-CP-26-1809

REPORTER: Kathryn Bostrom

1 your next witness, Mr. Moore?
2 MR. MOORE: Before I call the next witness, Your
3 Honor, I would like to introduce into evidence a
4 self-authenticating documents, three of these,
5 that are in the chain of title here and they are
6 offered - let me make sure I get all these
7 numbers.
8 MR. BELLAMY SR.: Is this for the chain of title
9 foreclosure?
10 MR. BELLAMY: Yes.
11 MR. MOORE: Yes.
12 MR. BELLAMY: Your Honor, we don't have any objection
13 to letting this in.
14 THE COURT: Okay. Very good.
15 MR. MOORE: And let me tell you the reason we are
16 offering into evidence, Your Honor, first, there
17 is a deed that is marked as Exhibit 5 which is a
18 deed from - it's recorded in Deed Book 3211 at
19 Page 1955. It's a deed from Linda Nichols,
20 Sheila Goff and Tommy Bellamy to Bobby Bellamy.
21 In that property description, there is a boundary
22 that is described as the property here, being
23 bound on the west by North Point Development.
24 The next deed is the deed that's already been
25 referenced and we're offering into evidence as

1 Exhibit - as Plaintiff's Exhibit #6, which is the
2 deed from Bellamy to BC Funds. And in that deed
3 the boundary with North Point Development is
4 called as an east boundary. We think that's a
5 mistake as reflected in the first deed. And then
6 Exhibit #7 is the deed from BC Funds, LLC to
7 Tyrone Davis that also contains the incorrect
8 designation of the property being bounded on the
9 east by North Point Development. These are all
10 offered in support of our request for reformation
11 of the description so that it conforms with the
12 one that is in Exhibit #5 that says the North
13 Point Development Boundary is a western boundary.
14 And I offer these three into evidence, Your
15 Honor.
16 MR. BELLAMY SR.: We don't have any objection. But
17 what Mr. Moore is attempting to do is clarify the
18 legal description. But we are not admitting that
19 this deed from BC Funds and Tyrone Davis is
20 anything more than what it says on its face.
21 THE COURT: I understand.
22 MR. BELLAMY: But with those admonition, I understand
23 you're trying to clean up the description.
24 THE COURT: I understand, Mr. Bellamy. So it's
25 Plaintiff's 5, 6 and 7 so admitted. Subject to

Exhibit 25



1226 Pickens Street
Columbia, South Carolina 29201
info@garberreporting.com
Telephone: (803) 256-4500 | Fax (803) 256-1999

TRIAL PROCEEDINGS

February 10, 2016

M&T Bank

vs

Tyrone Davis, Bobby J. Bellamy, et. al.

2014-CP-26-1809

REPORTER: Kathryn Bostrom

1 A I don't know where this money came from.
2 **Q That's the money that was used to pay property taxes.**
3 A Yes. The $2,000.
4 **Q And you testified in your deposition that you knew**
5 **that the money came from the bank.**
6 A At this time I didn't know where it was coming from.
7 **Q I didn't qualify my question by time. I said did you**
8 **know where the money came from?**
9 A No.
10 **Q All right. I'll show you this document and ask you if**
11 **you can identify it for the Court, please? Can you**
12 **identify it for the Court? Do you know what it is?**
13 A Oh, yeah.
14 **Q What is it?**
15 A It's like a map.
16 **Q Okay. Do you see that up in the corner where it says**
17 **Exhibit 1.6?**
18 A Yeah. Okay. Yeah.
19 **Q That's just a reference that it came to us from your**
20 **lawyer.**
21 A Right.
22 **Q All right. Is this a record that you gave your**
23 **lawyer?**
24 A I suppose. Yeah.
25 **Q This is part of your records that you had concerning**

1 **the property that you were going to develop?**
2 A Yeah.
3 Q **Your Honor, we'd offer this into evidence as Exhibit.**
4 THE COURT: Right, It will be Plaintiff's --
5 MR. BELLAMY III: Well, Your Honor, my objection
6 would be is that he was going to call Mr.
7 Harriette Burton & Associates to testify
8 regarding this, to lay the foundation. It's not
9 signed. It hasn't been -- it's not, you know,
10 hadn't been recorded in the RMC Office. So I
11 think that the proper person to get this in would
12 be Mr. Burton. My understanding he was listed
13 on his witness list, so my objection would be he
14 would be a proper party to offer this document
15 in, you know, at that point in time.
16 MR. MOORE: Your Honor, he's identified it as a
17 record that was his about the development that he
18 gave to his lawyer, and his lawyer gave it to us
19 in discovery. And I want to ask him a question
20 about it.
21 THE COURT: Okay.
22 MR. BELLAMY III: You can ask him a question about
23 it. All I'm saying is, if he wants to offer it
24 into evidence, I think he should call Mr. Burton
25 to come down there and lay the foundation to, you

1 know, present it through him.
2 THE COURT: I'm going to allow it over your
3 objection.
4 MR. BELLAMY III: You going to allow it in
5 evidence, or are you going to allow him to ask a
6 question?
7 THE COURT: No. I'm going to allow it into
8 evidence now for whatever it's worth.
9 MR. BELLAMY III: Okay.
10 THE COURT: Thank you. Plaintiff's what?
11 MR. MOORE: 29.
12 THE COURT: 29.
13 (Plaintiff's Exhibit 29 entered into evidence).
14 BY MR. MOORE:
15 Q **Tell the Court what this was and how it relates to the**
16 **development. Or what you understood it to be and how**
17 **it relates to development.**
18 A This is a drawing that Will had done of how the roads
19 would be laid up around the property.
20 Q **Will being Mr. Smith?**
21 A Yes.
22 Q **And did Mr. Smith provide you a copy of that?**
23 A I believe so, yes.
24 Q **Did you see the surveyor out there when he was doing**
25 **the field work for this survey?**

Exhibit 26

1226 Pickens Street
Columbia, South Carolina 29201
info@garberreporting.com
Telephone: (803) 256-4500 | Fax (803) 256-1999

TRIAL PROCEEDINGS

April 11, 2016

M&T Bank

vs

Tyrone Davis, Bobby J. Bellamy, et. al.

2014-CP-26-1809

REPORTER: Kathryn Bostrom

14

1 Bellamy III doing the objecting so if Mr. Bellamy
2 Jr., if you can whisper in his ear and then let
3 him do the objecting? How is that?
4 MR. BELLAMY: That's fine, Your Honor. When he
5 stands up, I'm not going to tell him nothing.
6 THE COURT: I know you are not. It's tough to tell
7 one of the senior members of the bar, but maybe
8 he could remember that you'll do the objecting.
9 BY MR. MOORE:
10 **Q. Looking at this four-page document that I've handed**
11 **you, are these records that were created by you?**
12 A. Yes.
13 **Q. And you have knowledge of the information contained in**
14 **the records?**
15 A. Yes.
16 **Q. Were these records made at or near the time reflected**
17 **on the invoice?**
18 A. Yes.
19 **Q. Are they kept in the normal course of the business at**
20 **Harry F. Bruton & Associates?**
21 A. Yes.
22 **Q. And it's your regular business practice to create**
23 **these types of invoices?**
24 A. Yes.
25 **Q. And are you the person that has custody and control of**

15

1 **these documents?**
2 A. Yes.
3 MR. MOORE: Your Honor, we'd offer these into
4 evidence as exhibit – it's for the plaintiff's
5 case.
6 MR. BELLAMY: Your Honor, I would ask as far as – I
7 would object regarding foundation because I think
8 he needs to provide a little more detail on what
9 the basis of the invoice was as far as he's got
10 the first one I've got chronologically I think it
11 goes from May 2008 and goes June 20th, 2008, then
12 it goes to February 1st, 2009 and I think the
13 last one, Your Honor, is dated March 20, 2009?
14 Before he offers them I would at least ask him to
15 lay the foundation and say, as far as why he
16 prepared this invoice, what particular work he
17 did? What it's in reference to? Who asked him to
18 do the work? You know, Mr. Moore, that's his
19 favorite objection, lay the foundation. I'm just
20 asking if he would ask a little bit more detail
21 about it? Then if that's not that Your Honor
22 thinks he's laid the proper foundation, then of
23 course, he can admit these into evidence. And
24 the last thing I would want to point out is that
25 Mr. Moore's right, there was an agreement between

16

1 Bobby Bellamy, Tommy Bellamy and William O. Smith
2 to develop the Bellamy/Bellamy properties. And
3 there was a perspective, hold on just a second
4 right here, the Bellamy & Bellamy Enterprises LLC
5 develop project here Your Honor and I'm referring
6 to Defense Exhibit #10. And Your Honor, they
7 were supposed to build 96 units on Tommy and
8 Bobby's property which was if you combined both
9 tracts of land it was seven acres. What Mr.
10 Bruton is doing right here, as far as his
11 invoices are for a project that is entirely
12 different from the Bellamy/Bellamy Project. It
13 has nothing to do with that. And more
14 importantly I'm going to point out –
15 THE COURT: Well, I'm going to let you cross-
16 examine about all of that. You can cross-examine
17 until your heart's desire.
18 MR. MOORE: All right, Your Honor, then what I'll
19 do is ask a few more questions to lay the
20 foundation.
21 THE COURT: Certainly.
22 BY MR. MOORE:
23 **Q. Mr. Bruton, I want to show you what's been previously**
24 **marked as Plaintiff's Exhibit #29. Do you recognize**
25 **that document?**

17

1 A. Yes.
2 **Q. And what is that document?**
3 A. It is a – when we tried to re-subdivide the property
4 or re-combine it in order to, I guess, facilitate what
5 Mr. Smith was trying to do with the project.
6 **Q. Okay. And the invoices that you've just identified**
7 **for the Court that we would like to offer into**
8 **evidence, those were prepared in association with the**
9 **work that you did on this survey? This exhibit #28?**
10 A. 29.
11 **Q. 29?**
12 A. Yes.
13 MR. MOORE: We would offer those into evidence
14 then.
15 MR. BELLAMY: Your Honor, same objection.
16 THE COURT: Lack of foundation? I'm going to
17 overrule the objection and allow it now.
18 MR. BELLAMY: Relevance, Your Honor?
19 THE COURT: So relevance?
20 MR. BELLAMY: Relevance. And the reason why we're
21 objecting on the grounds of relevance is at this
22 point in time BC Funds or William O. Smith doing
23 business as BC Funds deeded the property to
24 Tyrone Davis. And that closing occurred on
25 November 16th, 2008. All this – as far as the

18

1 work –
2 THE COURT: This occurred?
3 MR. BELLAMY: 2007, excuse me, 2007. These invoices
4 are all – they're all dated 2008, 2009.
5 THE COURT: I understand. I'm going to overrule
6 the objection. I'll allow you to cross-exam on
7 that one.
8 MR. BELLAMY: Thank you, Your Honor.
9 THE COURT: That's Plaintiff's Exhibit #34? Over
10 objection of relevance.
11 BY MR. MOORE:
12 **Q. Looking back at Exhibit #34, the invoices, can you go**
13 **through the invoices and describe for the Court the**
14 **work that those invoices reflect that you did?**
15 A. 08115C was where we –
16 **Q. What that a reference to? That number you just read**
17 **in?**
18 A. That's the job number and you'll see on the surveys it
19 says the job down there (indicating) – it's Job #
20 08115.
21 **Q. And you say that's on Exhibit #29?**
22 A. They are on all my surveys. And I have a job number
23 08 is for the year and then job #115 and –
24 **Q. Where is it on Exhibit #29?**
25 A. Exhibit 29, it's in the bottom right corner under

19

1 (indicating) for the benefit of, it will job number,
2 second block down.
3 **Q. Okay. And so that number is an invoice number that**
4 **appears on Exhibit #34?**
5 A. Correct.
6 **Q. All right. So the first one, what is the date on**
7 **that?**
8 A. This one here (indicating) is 5/28/2008.
9 **Q. Excuse me, 5/28?**
10 A. Yes, for this one. And that's preliminary subdivision
11 –
12 **Q. I'm sorry, the one I'm looking at looks like May 8th,**
13 **2008 as opposed to May 28th? It's May 8th?**
14 (OFF THE RECORD DISCUSSION)
15 A. All right.
16 **Q. You with me now? Looking at the date on that on that**
17 **first invoice in this Exhibit #34 and the date on that**
18 **is what?**
19 A. 5/8/2008.
20 **Q. Okay.**
21 A. And that was preliminary subdivision map.
22 **Q. What does mean?**
23 A. That's where we – where after we had surveyed the
24 property we – well, I think I just took the recorded
25 maps and worked him up something that he wanted to

20

1 configure the lots without actually, you know, it was
2 preliminary.
3 **Q. All right, sir. Who is he?**
4 A. Will Smith.
5 **Q. So Mr. Smith gave you a recorded plat and you did some**
6 **work from that recorded plat?**
7 A. Correct.
8 **Q. And that's what reflected on this invoice #08115-C?**
9 A. Correct.
10 **Q. All right. The next page, what is that invoice**
11 **number?**
12 A. Which one do you want? You want A?
13 **Q. Just chronologically, the next one?**
14 A. 08-115-A was the boundary survey where we went out
15 there and actually shot all the pins to make sure
16 everything was correct with the recorded plats were.
17 Located houses, located any, you know, any structures,
18 water meters, valves, anything that I would need to
19 show when I signed and sealed the survey myself.
20 **Q. And what was the date on that?**
21 A. 6/20/08.
22 **Q. And what was the amount?**
23 A. 2788. $2,788.
24 **Q. Okay. The next invoice, chronologically?**
25 A. 08-115.

21

1 **Q. And what's the date on that?**
2 A. That one is February 1st of '09.
3 **Q. And what does that invoice reflect?**
4 A. Planning and review fee for $40.
5 **Q. What does that mean?**
6 A. That's where I took it and submitted it to the county
7 and then they would come back with their comments.
8 **Q. All right. What did you submit to the county?**
9 A. The – probably the sketch fee. The sketch would be
10 first.
11 **Q. Was the sketch something that you had prepared as**
12 **reflected on that earlier invoice 115A?**
13 A. I do not – yeah, it could have been but Mr. Smith was
14 always trying – he was constantly wanting to move
15 lines and when I would present something he would come
16 back a couple of days later and say, no, we want to do
17 this. So he'd have me move the lines. Then, we'd
18 move them again.
19 **Q. So on or about February 1st, 2009, you made a**
20 **submission on this property to Horry County?**
21 A. Correct.
22 MR. BELLAMY: When did you say? What date?
23 MR. MOORE: On or about February 1st, 2009.
24 BY MR. MOORE:
25 **Q. All right, your next invoice?**

Exhibit 27

30

1 A. Bellamy & Bellamy Enterprise, LLC Development Project.
2 **Q. Just take a minute to look through that? Have you**
3 **ever seen Plaintiff's Exhibit 27 which is titled**
4 **Bellamy & Bellamy Enterprise, LLC Development Project**
5 **prior to today?**
6 A. No.
7 **Q. Okay. So your testimony is Will Smith never showed**
8 **you this document?**
9 A. No.
10 **Q. Let me refer you to Page 3 of Plaintiff's Exhibit 27**
11 **and for the record where it says total project and it**
12 **breaks down 96 units; is that correct? Did I read**
13 **that correctly?**
14 A. Yes, sir.
15 **Q. And would you indicate the –**
16 MR. MOORE: Objection, Your Honor. He's asking this
17 witness to testify as to the what is contained in
18 an exhibit that he says he's never seen before?
19 This witness has been offered as a surveyor. Now
20 we're showing him financial information related
21 to a product. I don't know where the questions
22 are going but I don't think there is any
23 foundation laid for him to go through this
24 document and ask him to agree with what's written
25 down on this document.

31

1 MR. BELLAMY: Your Honor, I am laying the foundation.
2 And what I'm trying to show is this was the – as
3 far as the developmental plan for Bellamy &
4 Bellamy Enterprises which Bobby and Tommy Bellamy
5 and Will Smith were a part of this – this is the
6 agreement that memorializes the development of
7 Bobby and Tommy's property where they were going
8 to combine both lots and put 96 units on it. I
9 showed it to Mr. Bruton to see if he's ever seen
10 it before. But the reason why I'm asking about
11 the certain details of it is as far as his
12 development project where he prepared the survey
13 showing how Tommy's property is subdivided and
14 also it shows the subdivision of Sheila – excuse
15 me – Sheila Goff which is different from – I'm
16 trying to show the difference between Bellamy &
17 Bellamy Development Project which Will Smith
18 showed Tommy and Bobby and this is a totally
19 different project. That's the part – this is
20 what I'm trying to lay the foundation to show.
21 THE COURT: Through the surveyor?
22 MR. BELLAMY: Surveyor prepared the survey in 2008
23 after Will Smith or BC Funds deeded Bobby's
24 property to Tyrone Davis. So this is a survey
25 that was prepared in 2008. It's got July 2008 and

32

1 it's a totally different development of Tommy's
2 property. And it also shows the development on
3 Sheila Goff's property.
4 MR. MOORE: I think the testimony was offered also
5 showed that it showed roads located on Mr. Bobby
6 Bellamy's property. That was the testimony Mr.
7 Bellamy provided during his direct examination.
8 But our objection still is, Your Honor, that if
9 he wants to ask him questions about that survey
10 and what that survey shows that's fine. But he
11 wants to ask him questions about documents this
12 witness has never seen and doesn't have the
13 qualification to –
14 THE COURT: Just for the record, I'm going to
15 sustain that objection.
16 MR. BELLAMY: All right.
17 THE COURT: Concerning the surveyor reading a
18 document that he's never seen.
19 MR. BELLAMY: All right.
20 BY MR. BELLAMY:
21 **Q. Mr. Bruton, let me show you Plaintiff's Exhibit #29.**
22 **Which tracts are being subdivided in Plaintiff's**
23 **Exhibit 29? It's broken down – for me to lay the**
24 **foundation. This is the – what you're looking at is**
25 **the former Charles Bellamy's tract is the parent**

33

1 **tract, correct?**
2 A. Correct.
3 **Q. And when the Charles Bellamy tract was split how many**
4 **lots was it split up into?**
5 A. Right here, we're showing four lots.
6 **Q. And how did you identify the four lots on the – that**
7 **were split from Charles Bellamy for the elevated**
8 **property as far as tax map number? Whether it was Lot**
9 A or Lot B. If you could kind of go from Lot A to B,
10 C And D and can indicate who Lot A was – who the owner
11 of Lot B was? First, who was the owner of Lot A?
12 A. Let's see here, we've got Tract A which was Sheila
13 Goff.
14 **Q. Okay.**
15 A. We got Tract B which was BC Funds, Tract C, Tyrone
16 Davis.
17 **Q. Okay. And Tract D? There should be a Tract D, too.**
18 A. Tract D? It's over here on the side (indicating).
19 There's a portion of Tract D, Kendell Washington and
20 then John Nichols, a portion of Tract D.
21 **Q. Okay. Who came up with this development plan?**
22 A. Mr. Smith.
23 **Q. What did he tell you about that development plan?**
24 A. Not much really. I didn't even know about the 96
25 units. I mean, I didn't – we never got that far into

34

1 it where he was – and normally I would once we do that
2 I will send everything to the engineer. They'll do
3 the engineering and then they'll send it back to me
4 for construction. So I really do not do any of the
5 layouts or units or roadways. I just do the work,
6 topographic, up raise the existing conditions.
7 **Q. Now let me ask you this: Which properties were being**
8 **subdivided pursuant to your survey, Plaintiff's**
9 **Exhibit 25?**
10 A. Let's see. It says Number 11, this is a subdivision
11 of Tracts A and B. So it would be Tract A and Tract
12 B.
13 **Q. Tract A is owned by Sheila Goff and Tract B owned by**
14 **BC Funds?**
15 A. BC Funds.
16 **Q. Okay. When it says BC Funds, it's BC Funds, LLC?**
17 A. Yes.
18 **Q. And right here I want to make a further clarification?**
19 **This says this is for the future benefit of what does**
20 **it read for the record? Does that read for BC Funds,**
21 **LLC?**
22 A. For the benefit of BC Funds, LLC.
23 **Q. It doesn't say BC Funds & Management, LLC, does it?**
24 A. No, sir.
25 **Q. Okay. Who was supposed to sign – which parties were**

35

1 **supposed to sign of on this (indicating) survey? Like**
2 **with respect to the Bellamy Family?**
3 A. Right. I have the place for three signatures. So it
4 would be Sheila Goff, and then, BC Funds and I'm
5 thinking Tyrone Davis. We're not touching his yet so
6 –
7 **Q. It should be Tommy Bellamy, correct?**
8 MR. MOORE: Objection, Your Honor.
9 MR. BELLAMY: Well, it's his document, Your Honor.
10 I'm asking about his document.
11 MR. MOORE: Well, he provided testimony. He didn't
12 like the answer he got so he told him the answer.
13 MR. BELLAMY: Hold, one second.
14 THE COURT: What's your objection?
15 MR. MOORE: Your Honor, he asked him who was
16 supposed to sign and he said BC Funds and he
17 said, Tommy Bellamy, right? And that wasn't his
18 testimony. So –
19 THE COURT: Who was supposed to sign?
20 MR. BELLAMY: Right, Your Honor, it's on here
21 (indicating). The signature line right here.
22 This is Plaintiff's Exhibit 29.
23 THE COURT: That's the document that Mr. Bruton has
24 in front of him?
25 MR. BELLAMY: Right. And they've got the property

36

1 owner signature. Let me see, there are three
2 signature lines, one, two, three.
3 MR. MOORE: Okay. But there's no names?
4 MR. BELLAMY: Right.
5 THE COURT: So there's signature lines there?
6 MR. BELLAMY: Yes.
7 BY MR. BELLAMY:
8 **Q. Mr. Bruton, let me ask you this: If you're**
9 **subdividing, you're subdividing Tract A which is owned**
10 **by Sheila Goff, correct?**
11 A. Correct.
12 **Q. You would need her signature, correct?**
13 A. Correct.
14 **Q. Okay. And you're subdividing Tract B owned by Tommy**
15 **Bellamy, correct?**
16 MR. MOORE: Objection, Your Honor. That's not his
17 testimony.
18 BY MR. BELLAMY:
19 **Q. I apologize. I meant to say, it was formerly owned by**
20 **Tommy Bellamy. It's owned by BC Funds, correct?**
21 A. It would be BC Funds.
22 **Q. All right. And the other Tract C, whose other**
23 **signature would you need?**
24 A. It would be Tyrone Davis according to this 2008 –
25 **Q. Are you subdividing Tract C?**

37

1 A. I don't think it – at the moment we were touching it
2 there, no.
3 **Q. Okay. Let me ask you this: Did you ever have an**
4 **occasion to talk to Sheila Goff?**
5 A. I never talked to anybody.
6 **Q. All right. So when you mean you never talked to**
7 **anybody? So you didn't talk to Sheila Goff, correct?**
8 A. That's right.
9 **Q. Did you talk to Tyrone Davis?**
10 A. No, sir.
11 **Q. The only person you communicated with would be Will**
12 **Smith?**
13 A. Will Smith and his secretary whose name I recall her
14 name was Stephanie. And most of the time I just
15 talked to Stephanie.
16 **Q. But pursuant to your survey you're subdividing Tract A**
17 **and Tract B into your – you're creating four new lots,**
18 **correct?**
19 A. A-1, yes, we would create four lots, yes.
20 **Q. Now, if you were going to building 96 units,**
21 **hypothetically on two tracts of land, let's say, Tract**
22 **B and Tract C, would you subdivide the two, would you**
23 **subdivide properties? If you were going to take Tract**
24 **A, Tract B and Tract C, if you're going to build 96**
25 **units on those tracts would you subdivide the**

Exhibit 28

A certified true copy, attest

Marion D. Foxworth, III
Registrar

Instrument#: 2007000004846, DEED BK: 3211 PG: 1955 DOCTYPE: 001 01/09/2007 at 04:42:10 PM, 1 OF 6, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS New TMS 1300001219
SPLIT: 1300001042

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) **DEED**
)

KNOW ALL MEN BY THESE PRESENTS,

That LINDA B. NICHOLS , SHEILA B. GOFF AND

TOMMY J. BELLAMY, Grantors, of all our undivided ¾ interest in 3.39 acres, in the State of South Carolina, in consideration of the sum of Five Dollars ($5.00) to us in hand paid by **BOBBY J. BELLAMY,** Grantee, of Horry County, State of South Carolina, the receipt of which is hereby acknowledged , have remised, released and quitclaimed and by these presents do remise, release and quitclaim unto Grantee the following described property, described premises in the County of Horry, State of South Carolina.

AND ALL SINGULAR that certain piece, parcel or tract of land, situated, 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.

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

A certified true copy, attest

Marion D. Foxworth, III
Registrar

Instrument#: 2007000004846, DEED BK: 3211 PG: 1956 DOCTYPE: 001 01/09/2007 at 04:42:10 PM, 2 OF 6, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

shown as Tract C on a map of the Bellamy Family estate lands, dated August 14, 2006, by JWH engineering.

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

Grantor's addresses: Linda B. Nichols
3658 Sea Mountain Highway
Little River, S.C. 29566

Tommy J. Bellamy
3684 Sea Mountain Highway
Little River, S.C. 29566

Sheila B. Goff
3682 Sea Mountain Highway
Little River, S.C. 29566

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging, or in anywise incident or Appertaining. TO HAVE AND TO HOLD all and singular the premises before mentioned unto **Bobby J. Bellamy,** his heirs and assigns, forever. And we do hereby bind our Heirs and Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said: **Bobby J. Bellamy,** his heirs and assigns, against ourselves and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part

A certified true copy, attest

Marion D. Foxworth, III
Registrar

Instrument#: 2007000004846, DEED BK: 3211 PG: 1957 DOCTYPE: 001 01/09/2007 at 04:42:10 PM, 3 OF 6, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

thereof.

Witness the execution hereof by the Grantors herein this 3rd day of January, in the year of our Lord Two Thousand Seven and in the Two Hundred Thirteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered

Natalie Smith

SHEILA B. GOFF

LINDA B. NICHOLS

TOMMY J. BELLAMY

A certified true copy, attest

Marion D. Foxworth, III
Registrar

Instrument#: 2007000004846, DEED BK: 3211 PG: 1958 DOCTYPE: 001 01/09/2007 at 04:42:10 PM, 4 OF 6, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF HORRY)

PERSONALLY appeared before me, Amy Cannon, and made oath that she saw the within named **LINDA B. NICHOLS**, Sign, Seal and HER Act and Deed Deliver the within written Deed, and that she with Nataleigh Minton witnessed the execution thereof.

Sworn to me before this Linda B Nichols

3rd day of Jan, 2007.

Notary Public for South Carolina

My Commission expires: 4-2-11.

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF HORRY)

PERSONALLY appeared before me, Amy Cannon, and made oath that she saw the within named **TOMMY J. BELLAMY**, Sign, Seal and HIS Act and Deed Deliver the within written Deed, and that he with Nataleigh Minton witnessed the execution thereof.

Sworn to me before this Tommy J Bellamy

3rd day of Jan, 2007.

Notary Public for South Carolina
My Commission expires: 4-2-11.

A certified true copy, attest

Marion D. Foxworth, III
Registrar

Instrument#: 2007000004846, DEED BK: 3211 PG: 1959 DOCTYPE: 001 01/09/2007 at 04:42:10 PM, 5 OF 6, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

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 _____ bearing Horry County Tax Map Number 190-00-01-042 was transferred by Linda B. Nichols, Sheila B. Goff, and Tommy J. Bellamy to Bobby T. Bellamy on 1-3-07.

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 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: _____.

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: _____.

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.

Sheila B. Goff
Responsible Person Connected with the Transaction

Sheila B. Goff
Print or type the above name here

SWORN to before me this 8 day of January, 2007
Notary Public for South Carolina
My Commission Expires: 4-10-08

A certified true copy, attest

Marion D. Foxworth, III
Registrar

Instrument#: 2007000004846, DEED BK: 3211 PG: 1960 DOCTYPE: 001 01/09/2007 at 04:42:10 PM, 6 OF 6, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF HORRY)

PERSONALLY appeared before me, Amy Cannon, and made oath that he saw the within named **SHEILA B. GOFF,** Sign, Seal and HER Act and Deed Deliver the within written Deed, and that she with Nataleigh Minton witnessed the execution thereof.

Sworn to me before this

Sheila B. Goff

3rd day of Jan, 2007.

Notary Public for South Carolina

My Commission expires: 4-2-11.

Exhibit 24

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
430000219

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 aforessid, 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 an designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Stating 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

1st Witness

2nd Witness / NOTARY

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

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 103-00-01-042

was transferred by Bobby J. Bellamy to _____

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): LESS THAN $100.00

(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: _____

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: _____

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.

Bobby Bellamy
Responsible Person Connected with the Transaction

SWORN to before me this 29
day of JUNE year of 2007
Stan L. Stubbs

Notary Public for SC
My Commission Expires: 8/20/12

Bobby Bellamy
Print or type the above name here

Stan L. Stubbs

Exhibit 30

Instrument#: 2007000165045, DEED BK: 3294 PG: 917 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

TMS Number correct
130000219

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 Traci 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.

Instrument#: 2007000165045, DEED BK: 3294 PG: 818 DOCTYPE: 001 11/19/2007 at 02:07:12 PM, 2 OF 3 COUNTY STAMPS: $187.00 STATE STAMPS: $442.00 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

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 Erle
Witness (1)

Melissa W. Truslow
Witness (2) – maybe same person as Notary

BC Fund LLC
By: William O. Smith
Its: Sole Member

STATE OF South Carolina)
) ACKNOWLEDGEMENT
COUNTY OF Horry) (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 me this 16th day of November, 2007.

Melissa W. Truslow
NOTARY PUBLIC FOR SC
MY COMMISSION EXPIRES: 6/16/14

Instrument#: 2007000165045, DEED BK: 3294 PG: 819 DOCTYPE: 001 11/19/2007 at 02:07:12 PM, 3 OF 3 COUNTY STAMPS: $187.00 STATE STAMPS: $442.00 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF HORRY)

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 Tyrone Davis on November 16, 2007.

3. The Deed is (Check One):
   a. __X__ 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. __X__ 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 __X__ 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 6/16/14

* 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 place 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 31

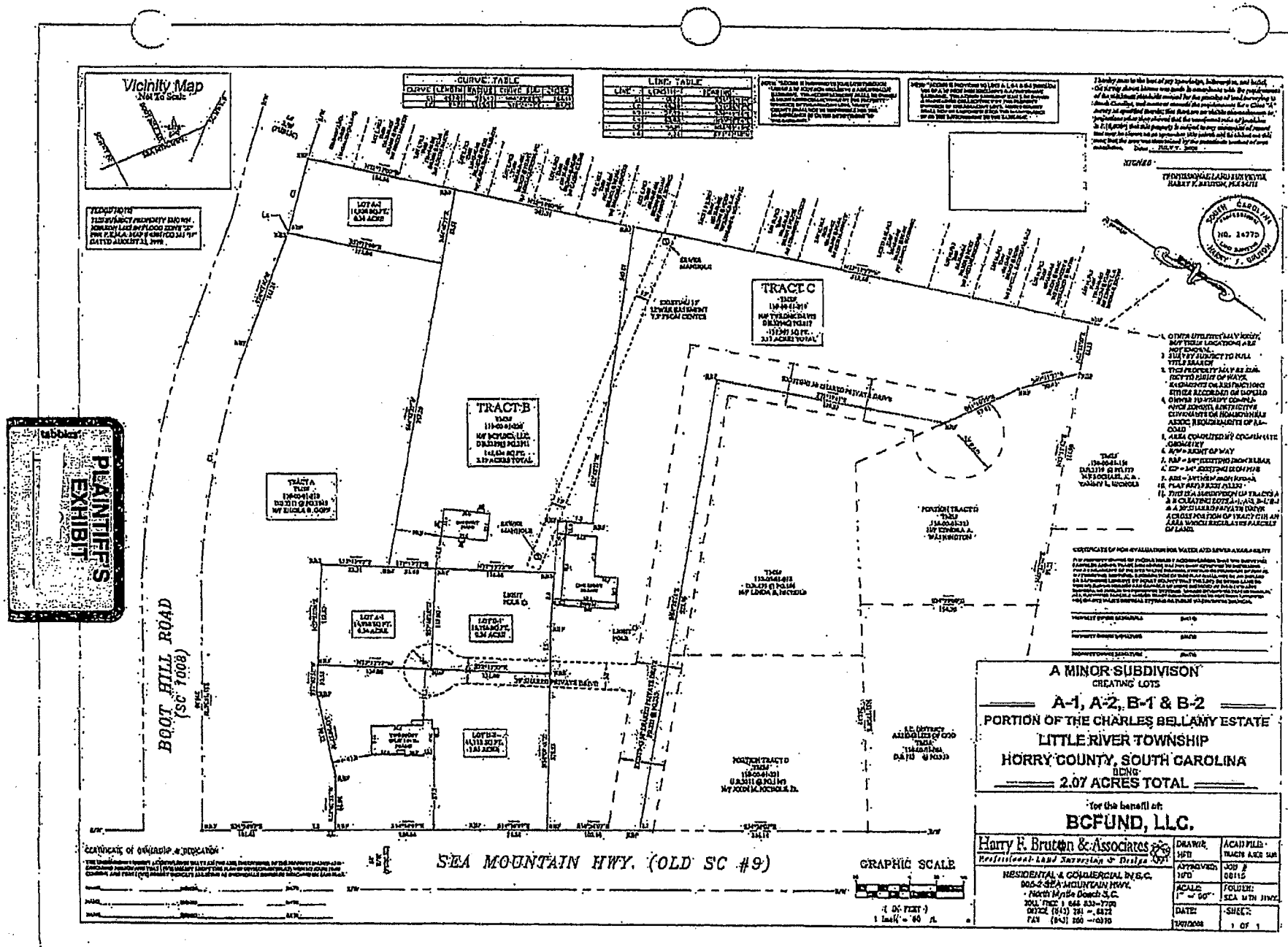

Vicinity Map
Not To Scale
CURVE TABLE
LINE TABLE
TRACT C
TRACT B
TRACT A
BOOT HILL ROAD
(SC 1008)
SEA MOUNTAIN HWY. (OLD SC #9)
GRAPHIC SCALE
A MINOR SUBDIVISON
CREATING LOTS
A-1, A-2, B-1 & B-2
PORTION OF THE CHARLES BELLAMY ESTATE
LITTLE RIVER TOWNSHIP
HORRY COUNTY, SOUTH CAROLINA
BEING
2.07 ACRES TOTAL
For the benefit of:
BCFUND, LLC.
Harry F. Brutton & Associates
Professional Land Surveying & Design Dept.
RESIDENTIAL & COMMERCIAL IN S.C.
905-2 SEA MOUNTAIN HWY.
North Myrtle Beach S.C.
DRAWN:
APPROVED:
SCALE:
DATE:
SHEET:
1 OF 1
PLAINTIFF'S EXHIBIT
tabbies

Exhibit 32

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
1300001216

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 aforessid, the receipt of which is hereby acknowledged, have granted, bargained, sold, and relessed, 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 an designated on the west side of Sea Mountain Highway near Nixon's Crossroads, containing 3.39 acres more or less. Stating 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

1st Witness

2nd Witness / NOTARY

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

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 103-00-01-042

was transferred by Bobby L. 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): LESS THAN $100.00

(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: _____

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: _____

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.

Bobby Bellamy
Responsible Person Connected with the Transaction

SWORN to before me this 29
day of JUNE year of 2007

Stan L. Stubbs
Notary Public for SC
My Commission Expires: 8/20/12

Bobby BELLAMY
Print or type the above name here

Stan L. Stubbs

Exhibit 33

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

TMS Number correct
1300001219

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 Erle
Witness (1)

Melissa W. Truslow
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 me this 16th day of November, 2007.

Melissa W. Truslow
NOTARY PUBLIC FOR SC
MY COMMISSION EXPIRES: 6/16/14

Instrument#: 2007000165045, DEED BK: 3294 PG: 819 DOCTYPE: 001 11/19/2007 at 02:07:12 PM, 3 OF 3 COUNTY STAMPS: $187.00 STATE STAMPS: $442.00 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

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 Tyrone Davis on November 16, 2007.

3. The Deed is (Check One):
   a. __X__ 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. __X__ 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 __X__ 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 6/16/14

* 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 place 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.

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,

In Re:

M&T Bank, Plaintiff,

v.

Tyrone Davis: Bobby J. Bellamy; BC Fund and Management, LLC d/b/a BC Fund, LLC, Defendants,

And

M&T Bank, Respondent,

v.

Tyrone Davis, Bobby J. Bellamy, BC Fund and Management, LLC d/b/a BC Fund, LLC, Defendants,

Of whom Bobby J. Bellamy is the Appellant,

And

Tyrone Davis, BC Fund and Management, LLC d/b/a BC Fund LLC are Respondents.

And

Bobby J. Bellamy, Appellant,

v.

William O. Smith, Respondent.

CERTIFICATE OF APPELLANT

The Appellant, Bobby J. Bellamy, Attorney Pro se certifies that the Amended 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.

May 18, 2020

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

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,

In Re:

M&T Bank, Plaintiff,

v.

Tyrone Davis: Bobby J. Bellamy; BC Fund and Management, LLC d/b/a BC Fund, LLC, Defendants,

And

M&T Bank, Respondent,

v.

Tyrone Davis, Bobby J. Bellamy, BC Fund and Management, LLC d/b/a BC Fund, LLC, Defendants,

Of whom Bobby J. Bellamy is the Appellant,

And

Tyrone Davis, BC Fund and Management, LLC d/b/a BC Fund LLC are Respondents.

And

Bobby J. Bellamy, Appellant,

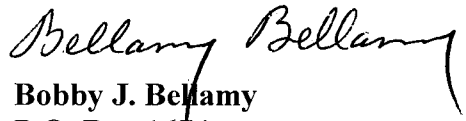
v.

William O. Smith, Respondent.

CERTIFICATE OF COUNSEL

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

May 18, 2020



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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,

In Re:

M&T Bank, Plaintiff,

v.

Tyrone Davis: Bobby J. Bellamy; BC Fund and Management, LLC d/b/a BC Fund, LLC, Defendants,

And

M&T Bank, Respondent,

v.

Tyrone Davis, Bobby J. Bellamy, BC Fund and Management, LLC d/b/a BC Fund, LLC, Defendants,

Of whom Bobby J. Bellamy is the Appellant,

And

Tyrone Davis, BC Fund and Management, LLC d/b/a BC Fund LLC are Respondents.

And

Bobby J. Bellamy, Appellant,