

DEFENDANT  
EXHIBIT  
J.M.B.F.  
JST 2/27/80



STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )



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

Or whom the same may in anywise concern, I, J. O. Norton, Master of the County of Horry in the said State -- SEND GREETING:

WHEREAS Myrtle Beach Farms Company, a corporation, on or about the 17th day of November in the year One thousand nine hundred and thirty-two did exhibit its complaint in the Court of Common Pleas in the County of Horry and State aforesaid, against John T. Woodside, et al, and praying for the foreclosure of its mortgage, as will appear by reference to judgment roll No. 9273. And the cause, being at issue before the Honorable the Court aforesaid came on to be heard on the 14th day of March One thousand nine hundred and thirty-three when the said Court, after a full hearing thereof, and mature deliberation in the premises, Did Order, Adjudge and Decree that the land and premises, hereinafter mentioned and described should be sold at public auction by J. O. Norton, Master for Horry County, on the terms and for the purposes mentioned in the said decretal order, as by reference thereto, on file in the said Court, will appear: and the said J. O. Norton, Master for Horry County, after having duly advertised the said land and premises, for sale by public outcry on the third day of April in the year of our Lord one thousand nine hundred and thirty-three, DID, then, openly and publicly, and according to the custom of auction, sell and dispose of the said land and premises below described unto MYRTLE BEACH FARMS COMPANY, a Corporation, duly chartered under the laws of the State of South Carolina, for the sum of Two Hundred Seventy Thousand (\$270,000.00) Dollars, it being, at that price the highest bidder for same.

NOW KNOW ALL MEN, That I, the said J. O. Norton, Master for Horry County, in consideration of the premises and also in consideration of the sum of Two Hundred Seventy Thousand (\$270,000.00) Dollars paid me by the said Myrtle Beach Farms Company, a corporation, 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 Myrtle Beach Farms Company, a corporation, its Successors and Assigns,

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I  
HOTEL SECTION;

All that certain piece, parcel or tract of land situate, lying and being in Dogwood Neck Township, County and State aforesaid, and described as follows:

Beginning at Southwest corner of Hotel Section, being the corner common to the Hotel Section and lands of Horry Land and Improvement Company; running thence North  $29^{\circ} 43' 30''$  West 2709.35 feet to point near the Southwest corner of cemetery, said point being in road; thence along West line of cemetery and West line of Lot Five (5) of Block Forty-nine (49) of said Hotel Section to Highway No. 38 (or Broadway); thence Easterly along South side of said Highway to corner common to Lots Seven (7) and Eight (8) of Block Forty-nine (49) of Hotel Section, where said lots face on Highway No. 38; thence North  $28^{\circ} 22' 45''$  West 25 feet to center of Highway No. 38; thence North  $61^{\circ} 37' 15''$  East 88 feet to point in center of Highway No. 38; thence North  $78^{\circ} 22' 45''$  West 378.04 feet to corner; thence North  $64^{\circ} 25' 15''$  East 121.39 feet to corner; thence North  $16^{\circ} 44' 15''$  East 281.72 feet to corner; thence North  $35^{\circ} 22' 15''$  East 27.5 feet to corner; thence North  $20^{\circ} 11' 45''$  West 1883.83 feet to corner on South side of Atlantic Coast Line Railroad right-of-way; thence along Southwest edge of said right-of-way Southeastwardly to where right-of-way intersects with an extension of Chester Street; thence Northeasterly with Chester Street to Southwest side of Ninth Avenue; thence Southwest edge of Ninth Avenue to boardwalk; thence boardwalk to point of beginning.

Said lands being bounded on the West by lands of Horry Land and Improvement Company; Quattlebaum Estate, et al; Northwest by Myrtle Beach Farms Company; Northeast by Atlantic Coast Line Railroad property, Myrtle Beach Farms Company, et al, and Ninth Avenue; on the South by public beach along the Atlantic Ocean. The section herein described appears in a map by Stanley H. Wright, Engineer, dated July, 1926, and recorded in the office of the Clerk of Court for Horry County in Plat Book 1 at page 84.

From this Section are EXCEPTED:

Blocks One (1), Two (2), Three (3), Four (4), Five (5), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), and ALSO the following Lots:

Lots One (1) and Six (6) of Block Six (6); Lot Six (6) of Block Seven (7); Lot One (1) of Block Ten (10); Lots One (1), Two (2), Three (3), Five (5) and Six (6) of Block Eleven (11); Lots One (1), Two (2), Four (4), Five (5), Six (6), Seven (7) and Eight (8) of Block Eighteen (18); Lots Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Fourteen (14) and Sixteen (16) of Block Nineteen (19); Lots One (1), Two (2), three (3), Four (4), Six (6), Seven (7), Eight (8), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and Sixteen (16) of Block Twenty (20); Lots One (1), Three (3), Four (4), Six (6), Eight (8), Nine (9) and Ten (10) of Block Twenty-one (21); Lots Two (2), Three (3), Four (4), Five (5), Seven (7), Eight (8), Nine (9), Ten (10), Fifteen (15), Sixteen (16) and Seventeen (17) of Block Twenty-two (22); Lots One (1), Two (2), Seven (7), Eight (8), Ten (10), Eleven (11) and Twelve (12) of Block Twenty-three (23); Lot Eight (8) of Block Twenty-four (24); Lots One (1), Two (2), Nine (9), Eleven (11) and Twelve (12) of Block Twenty-five (25); Lots One (1), Two (2), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) of Block Twenty-six (26); Lots One (1), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) of Block Twenty-seven (27); Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Seventeen (17) of Block Twenty-eight (28); Lots One (1), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) and Seventeen (17) of Block Twenty-nine (29); Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Eleven (11), Twelve (12) and Seventeen (17) of Block Thirty (30); Lots

One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Thirteen (13), Fifteen (15), Sixteen (16) and Seventeen (17) of Block Thirty-one (31);  
Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Nine (9), Eleven (11) and "Depot Lot" of Block Thirty-two (32);  
Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), and Twenty-two (22) of Block Thirty-three (33); Lots One (1), Two (2), Three (3), Seven (7), Eight (8), Ten (10), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) of Block Thirty-four (34); Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) of Block Thirty-five (35); Lots Seven (7), Fourteen (14) and Sixteen (16) of Block Thirty-six (36); Lots Two (2), Three (3), Seven (7), Fourteen (14), Fifteen (15) and Seventeen (17) of Block Thirty-seven (37); Lots One (1), Two (2), Five (5), Six (6), Seven (7), Eight (8) and Eleven (11) of Block Thirty-eight (38); Lots One (1) and Two (2) of Block Thirty-nine (39); Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) of Block Forty-two (42); Lots One (1), Two (2), Three (3), Four (4), Six (6) and Seven (7) of Block Forty-three (43); Lots Two (2), Three (3), Five (5), Six (6) and Seven (7) of Block Forty-four (44); (Sketch of Stanley H. Wright ); Lots Two (2), Three (3), Four (4), Five (5), Seven (7), Nine (9), Thirteen (13), Fourteen (14), Sixteen (16), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Thirty-one (31) and Thirty-two (32) of Block Forty-five (45); Lots One (1), Two (2), Four (4), Six (6), Seven (7), Eight (8), Ten (10), Twenty-five (25) and Twenty-

six (26) of Block Forty-six (46); Lots One (1), Twelve (12) and Thirteen (13) of Block Forty-seven (47); Lots One (1), Six (6), Eight (8), Nine (9) and ten (10) of Block Forty-eight (48); Lots Five (5), Six (6), Seven (7), Nine (9) and Ten (10) of Block Forty-nine (49); Lot One (1) of Block Fifty-A (50-A); Lots One (1), Ten (10), Eleven (11) and Twelve (12) of Block Fifty-one (51); Lots Two (2), Nineteen (19), Twenty-three (23) and Twenty-four (24) of Block Fifty-two (52); Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-five (25), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-five (35) and Forty-three (43) of Block Fifty-three (53); Lots Five (5), Nine (9), Ten (10) and Nineteen (19) of Block Fifty-four (54); Lots Two (2), Three (3), Four (4) and Five (5) of Block Fifty-eight (58); Lot Thirteen (13) of Block Sixty (60); Lots One (1), Two (2), Three (3) and Four (4) of Block "G" (Map of T. M. Jordan); ALSO Lot "D"; Block "F"; Lot "B", Lot "E", Lot "H", "School Lot" and "Atlantic Coast Line Railroad Company" Lots; Lots Eight (8), Nine (9) and Twelve (12) of Block Fifty-five (55).

EXCEPTING FURTHER that lot conveyed by Myrtle Beach Estates, Inc. to Coastal Securities Company, which is recorded in the office of Clerk of Court for Horry County in Book U-5 at page 424, the description of which more fully appears in Exception 9 of the Amended Complaint.

ALSO that lot conveyed by John T. Woodside to the Chapin Company, said lot lying between Lot 1 of Block 50-A and the School Lot, and being more fully described in Exception 16 of the Amended Complaint.

ALSO that lot conveyed by Myrtle Beach Investment Company to Mrs. J. M. Timmons being a part of Lot Seven (7) of Block Forty-eight (48), which lot is more fully described in Exception 17 of the Amended Complaint.

## II

All and Singular those certain parcels and tracts of land situate in Socastee, Conway, Dogwood Neck and Little River Townships, Horry County, South Carolina, lying on the East side of but not bounded by the Waccamaw River and between the said Waccamaw River and the Atlantic Ocean, - consisting of Seventy-five (75) Tracts, numbered from One (1) to Seventy-five (75), inclusive, (Number Thirteen (13) being omitted and Number Eighteen and one-half ( $18\frac{1}{2}$ ) included), containing in the aggregate Sixty-four Thousand Four Hundred Eighty-eight (64,488) Acres, more or less.

This being the identical tract of land conveyed to John T. Woodside by Myrtle Beach Farms Company by deed dated February 10th, 1926, which lands are more fully described in Paragraph 3 of the Amended Complaint, excepting therefrom the property described in the Decree as the Hotel Section and the Golf Course Section.

EXCEPTING FURTHER the following parcels which have been conveyed and released from the liens of the mortgages foreclosed in this action:

(1) That tract of land conveyed by John T. Woodside, et al to Quattlebaum Light & Ice Company, recorded in the office of the Clerk of Court for Horry County in Book U-5 at page 271. This tract is more fully described in Exception 1 of the Amended Complaint.

(2) Those Four (4) tracts of land containing in the aggregate Five Hundred Thirty-four and fifty-five one-hundredths (534.55) Acres, being the lands conveyed by Myrtle Beach Estates, Inc., to V. F. Platt by deed recorded in the office of the Clerk of Court for Horry County in Book U-5 at page 297. For a more complete description of these tracts see Exception 2 of the Amended Complaint.

(3) That strip of land conveyed by John T. Woodside to the Atlantic Coast Line Railroad Company by deed recorded in the office of the Clerk of Court for Horry County in Book T-5 at page 57. This tract is more fully described in Exception 4 of the Amended Complaint.

(4) That tract of land conveyed by Myrtle Beach Estates, Inc. to Myrtle Beach Farms Company, by deed recorded in the office of the Clerk of Court for Horry County in Book U-5 at page 435. This lot being more par-

ticularly described in Exception 5 of the Amended Complaint.

(5) That tract of land conveyed by Myrtle Beach Estates, Inc. to the Trustees of the Myrtle Beach Methodist Church by deed recorded in the office of the Clerk of Court for Horry County in Book U-5 at page 452. Said land is more particularly described in Exception 6 of the Amended Complaint.

(6) That tract of land conveyed by Myrtle Beach Estates, Inc., to Trustees of the Presbyterian Church of Myrtle Beach, by deed recorded in the office of the Clerk of Court for Horry County in Book U-5 at page 462. This tract is more completely described in Exception 7 of the Amended Complaint.

(7) That tract of land conveyed by John T. Woodside to the Atlantic Coast Line Railroad Company by deed recorded in the office of the Clerk of Court for Horry County in Book U-5 at page 143. A more complete description of this tract appears in Exception 8 of the Amended Complaint.

(8) Those certain tracts of land containing in the aggregate Sixty and five one-hundredths (60.05) Acres, more or less, being the lands deeded by Myrtle Beach Estates, Inc. to J. E. Bryan, et al, by deed recorded in Book U-5 at page 257 in the office of Clerk of Court for Horry County. These tracts are more completely described in Exception 10 of the Amended Complaint.

(9) That tract of land conveyed by Myrtle Beach Estates, Inc. to Mrs. Laura Gregg by deed recorded in the office of the Clerk of Court for Horry County in Book I-6 at page 280. This tract being more completely described in Exception 11 of the Amended Complaint.

(10) That tract of land conveyed by John T. Woodside to the Atlantic Coast Line Railroad Company by deed recorded in the office of Clerk of Court for Horry County in Book T-5 at page 106. This tract is more completely described in Exception 12 of the Amended Complaint.

(11) That tract of land containing Five and thirty-five one-hundredths (5.35) Acres, more or less, conveyed by John T. Woodside

to George Cooper by deed recorded in the office of the Clerk of Court for Horry County in Book E-6 at page 347. Said tract being more completely described in Exception 14 of the Amended Complaint.

(12) That tract of land containing Twelve (12) Acres, more or less, conveyed by John T. Woodside to Jim Lamb by deed recorded in the office of the Clerk of Court for Horry County in Book A-6 at page 162. This tract is more completely described in Exception 15 of the Amended Complaint.

(13) Those tracts of land conveyed by Myrtle Beach Estates, Inc. to the State of South Carolina for Waterway purposes and appearing on map recorded in the office of the Clerk of Court for Horry County in Plat Book \_\_\_\_\_ at page \_\_\_\_\_ as tracts 90-1A, 90-1B, 90-3, 90-A, 90-B, 90-C, 90-D, 90-E, 90, 90-1, 90-2, 100-A and 100.

(14) That tract of land conveyed by John T. Woodside to J. T. Simmins, containing Ten (10) Acres, more or less, said tract being more completely described in Exception 21 of the Amended Complaint.

(15) Also, those lots of land contained in "King's Highway Section", No. 4, as represented by map or plat made in August, 1931, by S. D. Cox, Engineer, which map or plat is of record in the office of Clerk of Court for Horry County in Plat Book 1 at page 114-A: Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Block One (1); Lots Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11) of Block Two (2); Lots Three (3), Four (4) and Five (5) of Block Three (3); Lots Three (3), Four (4) and Five (5) of Block Four (4); Lot Three (3) of Block Five (5), and Lots One (1), Two (2), Three (3), Four (4) and Five (5) of Block Six (6).

(16) Those three (3) certain parcels of land conveyed by John T. Woodside, et al, to South Carolina Utilities Company by deed recorded in the office of Clerk of Court for Horry County in Book U-5 at page 500. These parcels are more completely described in Exception 25 of the Amended Complaint.



(17) That certain parcel of land conveyed by Myrtle Beach Estates, Inc. to Robert White by deed recorded in Book M-6 at page 197 in the office of Clerk of Court for Horry County, said parcel being more completely described in Exception 26 of the Amended Complaint.

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All the lands hereinabove described are sold subject to such easements as have been acquired for rights-of-way for highways, railroads and waterways and also subject to such easements as have been granted for the purpose of constructing and maintaining light and/or water lines.

The premises are further sold with the benefits of covenants running with the land for the furnishing of electric current and water as set forth in agreement between South Carolina Utilities Company and Myrtle Beach Estates, Inc., et al, as recorded in Deed Book U-5 at page 502 in the office of the Clerk of Court for Horry County.

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances whatsoever to the said above described property belonging, or in anywise appertaining, and reversions, and remainders, rent, issues and profits thereof and also all the estate, right, title, interest, dower, possession, property, benefit, claim and demand whatsoever, both at law and in equity, of the said John T. Woodside and of all the parties to the said suit and of all other persons rightfully claiming or to claim the same, or any part thereof, by, from or under them, or either of them.

TO HAVE AND TO HOLD the said property above described together with its hereditaments, privileges and appurtenances unto the said Myrtle Beach Farms Company, a corporation, its Successors and Assigns forever.

IN WITNESS WHEREOF, I, the said J. O. Norton, Master for Horry County, under and by virtue of said Decree, have hereunto set my Hand and Seal at Conway, in the County and State aforesaid, this 4th day of May in the year of our Lord one thousand nine hundred and thirty-three and in the one hundred and fifty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Adalyn Sherman  
M. A. Wright

J. O. Norton (L.S)  
Master for Horry County

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

PERSONALLY before me Adalyn Sherman <sup>Notary Public for S.C.</sup> came M. A. Wright and made oath that he saw the within named J. O. Norton, Master for Horry County, sign, seal, and as his official act and deed deliver the within written Deed, and that he, with Adalyn Sherman witnessed the execution thereof.

Sworn to before me this  
4th day of May, 1933.

M. A. Wright

Adalyn Sherman (L.S.)  
Notary Public for S. C.



STATE OF NEW YORK  
JANUARY 1, 1900  
JAMES A. HENRY  
JAMES A. HENRY  
JAMES A. HENRY

STATE OF NEW YORK  
JANUARY 1, 1900  
JAMES A. HENRY  
JAMES A. HENRY  
JAMES A. HENRY

1036  
Purchase

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

IN THE COURT OF COMMON PLEAS  
Judgment Roll No.: 9273

Myrtle Beach Farms Company, a corporation, )

Plaintiff, )

vs. )

John T. Woodside, J.D. Woodside, Robert I. )  
Woodside, R.I. Woodside, Myrtle Beach Estates, )  
Inc., Myrtle Beach Investment Company, a )  
corporation, Woodside Cotton Mills Company, a )  
corporation, William E. Iselin, Lincoln Cromwell, )  
Arthur Iselin, George A. Vondermuhll, Oliver )  
Iselin, Kenneth P. Budd and Jarvis Cromwell, )  
as co-partners engaged in trade under the name )  
and style of William Iselin & Co., The Merchants )  
National Bank of Watertown, Wisconsin, a )  
corporation, R. Wallace & Sons Manufacturing, )  
Co., a corporation, and C.G. Brown, )

Defendants. )

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HORRY COUNTY  
2006 JUN 14 AM 11:23  
CLERK OF COURT

**ORDER GRANTING PLAINTIFF'S MOTION**  
**FOR A CORRECTIVE DEED TO CORRECT CLERICAL MISTAKE**

This matter was before the Court at 2:30 p.m. on May 31, 2006, pursuant to Plaintiff's Motion for a Corrective Deed. Present were: Douglas M. Zayicek, attorney for Plaintiff; J. Christopher Clark, Litigation Counsel for Plaintiff; and Amber Walker, Prestige Court Reporting. For the reasons stated below, Plaintiff's Motion is GRANTED, and the Court will issue a Corrective Master's Deed pursuant to the terms herein.<sup>1</sup>

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<sup>1</sup> In essence, the Court shall grant a *nunc pro tunc* order retroactive to the date of the original Master's Deed

## I. BACKGROUND

The underlying Motion requests this Court issue a Corrective Deed to correct a clerical mistake in the Master's Deed filed in this action by the Master-In-Equity on May 4, 1933, in Book U-5, Page 532. The basis for the Motion was that said Master's Deed contains an incorrect property description that does not comport with the property description in the pleadings or the mortgage that was foreclosed, and is internally ambiguous. As discussed below, it is clear from the record that it was the intent of the parties, this Court, and the Circuit Court that the property description in the Master's Deed be identical to the description in the pleadings and the mortgage being foreclosed, making a Corrective Master's Deed necessary to correct the errors.

The Motion was based on Rule 60(a), SCRPC, and heard *ex parte* because the clerical mistake appears on the face of the record, and no extrinsic fact-finding or evidence was needed to decipher the intent of the parties or the Courts.

The area affected by the error and the Corrective Master's Deed is that area of the "Hotel Section" described in the underlying foreclosure action, and including The Pavilion Amusement Park, to the mean high water mark of the Atlantic Ocean.<sup>2</sup>

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<sup>2</sup> The Court's findings are limited solely to this area, and are in no way intended to affect any other property whatsoever. Specifically, the Court makes no findings whatsoever relating to any area seaward of the mean high water mark of the Atlantic. Title to property below the mean high water mark is presumed to be in the State of South Carolina. Sanders v. Coastal Capital Ventures, Inc., 296 S.C. 132, 370 S.E.2d 903 (Ct. App. 1988) (citing Rice Hope Plantation v. South Carolina Public Service Authority, 216 S.C. 500, 59 S.E.2d 132 (1950)). Also, Plaintiff makes no claim to any area below the mean high water mark. Finally, Plaintiff's Motion relates solely to the scrivener's error specifically described herein. This Order shall not be construed as prejudicing or touching upon the merits of such further motion as Plaintiff may deem necessary to correct any other clerical mistakes not ruled upon by the Court in the matter sub judice, nor shall the filing of a Corrective Deed containing uncorrected clerical errors be deemed an acceptance of those errors, nor shall Plaintiff have waived any right to later correct those errors.

On February 10, 1926, Myrtle Beach Farms Company ("MBFC") conveyed to John T. Woodside, all of MBFC's holdings in Horry County, on the "[e]ast side of, but not bounded by the Waccamaw River and between the said Waccamaw River and the Atlantic Ocean, comprising all holdings of Myrtle Beach Farms Company in said County between the said river and [O]cean" consisting of 75 tracts, and 64,488 acres. It is important to note the property conveyed to Woodside was bounded on the east by "the Atlantic Ocean," not "the boardwalk," or any other limiting language. The Woodside deed is recorded in Book B-5, at Page 448, in the Horry County R.O.D. Office.<sup>3</sup> (Ex. 1).<sup>4</sup> Tract 14, known as The Ward Estate, was specifically described as "that tract of land lying on the Atlantic Ocean," and being bounded "on the [s]outheast by the Atlantic Ocean."<sup>5</sup> Again, it is important to note The Ward Estate was bounded on the east by "the Atlantic Ocean," not "the boardwalk," or any other limiting language.

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At the same time he received the deed, Woodside gave a mortgage back to MBFC for the identical property conveyed to him by MBFC. The mortgage covered the same exact property conveyed in the February 10, 1926 deed to Woodside, the intent to encumber:

Being the identical land conveyed to me, the said Jno. T. Woodside, by Myrtle Beach Farms Company by deed dated February 10<sup>th</sup>, 1926, which said deed, together with the plats and other evidences of title therein referenced to, are made a part of this description.

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<sup>3</sup> All references of any filings are to the Horry County R.O.D. Office.

<sup>4</sup> Plaintiff introduced into evidence a notebook containing 24 exhibits, which the Court retained. The exhibit numbers herein are the same exhibit numbers as those in the notebook.

<sup>5</sup> The Ward Estate is that tract of land which included the Hotel Section, and the Hotel Lot n/k/a the Pavilion Amusement Park

The mortgage also described Tract 14, The Ward Estate, as "that tract of land lying on the Atlantic Ocean," and being bounded "on the [s]outheast by the Atlantic Ocean," the identical language used in the Woodside deed. The Ward Estate was bounded by "the Atlantic Ocean," not "the boardwalk," or any other limiting language.

The Notes and mortgage were for 6 years, all due and payable on February 10, 1932, in the amount of \$350,000.00. The mortgage is recorded in mortgage Book 44, Page 569. (Ex. 2,3). Mr. Woodside, and his assignees or successors in interest, defaulted on the Notes, and MBFC thereafter sought to foreclose its mortgage.

## **II. THE WOODSIDE FORECLOSURE ACTION**

On September 14, 1932, MBFC filed a Lis Pendens over the entire 75 tracts and 64,488 acres deeded to John T. Woodside on February 10, 1926. (Ex. 4), and referenced the same overall property description and boundaries used in the Woodside deed and mortgage. Specifically, the area affected by the Lis Pendens was bounded by "the Atlantic Ocean."

On November 17, 1932, MBFC filed an Amended Lis Pendens, and Amended Summons, and Amended Complaint. The Amended Lis Pendens and Amended Complaint contained the identical property description as the Woodside deed dated February 10, 1926, and Woodside mortgage to MBFC. (Ex. 5, 6). Specifically, the area being foreclosed was described as:

Being the identical land conveyed to me, the said Jno. T. Woodside, by Myrtle Beach Farms Company by deed dated February 10<sup>th</sup>, 1926, which said deed, together with the plats and other evidences of title therein referenced to, are made a part of this description.

The Lis Pendens and Amended Complaint again described Tract 14, The Ward Estate, as "that tract of land lying on the Atlantic Ocean." and being bounded "on the [s]outheast by the Atlantic Ocean." the identical language used in the Woodside deed and mortgage. Thus, the area

to be foreclosed was specifically bounded on the east by "the Atlantic Ocean," not "the boardwalk," or any other limiting language. All relevant Defendants answered with general denials. (Ex. 7).

William Iselin & Co. filed a cross-complaint to foreclose its mortgage from Myrtle Beach Estates, Inc., which received all of Woodside's property in a deed from Woodside dated April 3, 1930. The William Iselin & Co. Mortgage did not cover the Hotel Section, but was a first lien over all other areas deeded to Woodside in 1926. (Ex. 8, 10). Again, all the relevant Defendants answered with general denials. (Ex. 9).

The mortgage from Myrtle Beach Estates, Inc. to Woodside Cotton Mills Company, on December 26, 1930, and later assigned by Woodside Cotton to William Iselin & Co. also clearly shows the described property being bounded by "the Atlantic Ocean."

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This action was referred to the Master-In-Equity, with the consent of the parties, on February 8, 1933. (Ex. 11). The Master's Report, dated February 10, 1933 (only two days after the case was referred) specifically references the February 10, 1926 mortgage given by Woodside to MBFC, and states that mortgage covers the property referred to in the pleadings. (Ex. 12). In the last paragraph on page 7, and of critical importance to Plaintiff's Motion, the Master's Report specifically states:

The property referred to in this report is described in the complaint and cross-complaint. **The description hereinunder given relates to the identical property**, with additional exceptions referred to in this report. **The following description is used for convenience in connection with the sale thereof: ....(Emphasis added).**

Thus, the Master's Report clearly and expressly intended to foreclose the property described in the pleadings (which incorporated the language from the Woodside deed and mortgage), and then offered a description of the property that was intended to be for the identical



property, but was simply "for convenience," it being intended that the property description in the mortgage and the pleadings controlled. However, the "for convenience" property description in the Master's Report is incorrect, and does not match the property description in the mortgage or the pleadings, thereby creating a clerical error necessitating a Corrective Master's Deed.

The property description given "for convenience" of the Hotel Section, on page 8 of the Master's Report, discusses the Hotel Section as being bounded on the east and southeast by "the boardwalk," and being bounded "on the South by public Beach along the Atlantic Ocean." This is the first reference anywhere to a "boardwalk" or "public beach" being any type of boundary. However, it is important to note this incorrect property description was intended by the Master to be "for convenience" only—the property description was intended to be the same as that in Plaintiff's mortgage and the pleadings.

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This is the scrivener's error or clerical mistake sought to be corrected—the "for convenience" property description in the Master's Report, and Master's Deed later issued, does not match the legal description in the pleadings or in the mortgage foreclosed in this action. It is clear on the face of the record that the parties, this Court, and the Circuit Court intended the property described in the pleadings and the mortgage being foreclosed to be the actual area sold and conveyed in the foreclosure action, and not the incorrect "for convenience" property description in the Master's Report and subsequent Master's Deed.

The parties', this Court's, and the Circuit Court's, intent as to the correct property being sold and deeded in this foreclosure action was also made clear in several other Orders. For example, in the Judgment of Foreclosure and Sale signed by the Circuit Court, the Circuit Court ordered on Page 3 that the "the mortgaged premises and personal property described in the complaint and cross-complaint...be sold at public auction." It is of critical importance to note that

the Judgment of Foreclosure and Sale was a Consent Order signed by all the parties. Thus, it was the clear intent of the parties, along with this Court and the Circuit Court, that the "the mortgaged premises and personal property described in the complaint and cross-complaint...be sold at public auction," and not the property referred to in the incorrect "for convenience" property description. (Ex. 13).

Also, the legal notice that ran in the newspaper and noticed the sale to the public, although again using the incorrect "for convenience" property description, at the end stated:

These being the same premises and property referred to in the complaint, the cross complaint and the decree in this action, reference being made to such for more [sic] complete description. (Ex. 14).

Thus, although the legal notice contained the incorrect "for convenience" property description, the intent as shown to the public at large was to sell the property described in the pleadings and mortgage, and specifically directed the public to refer to the mortgage and pleadings for a complete property description.

Further, the Master's Report on Sale dated May 4, 1933, described the sold property as "all and singular the lands and premises and personal property described in the Complaint and Cross-Complaint..." and does not include the incorrect "for convenience" description. This again shows that clear intent of the two Courts to sell and convey all the property covered under Plaintiff's mortgage and as described in the pleadings, and not the incorrect "for convenience" property description. (Ex. 15).

Finally, the Circuit Court's Order Confirming Sale dated May 4, 1933, confirmed the Master's Report on Sale, and declared it "valid and effectual forever." Because, as stated above, the Master's Report on Sale stated the property described in the pleadings and mortgage was sold.

not the property in the "for convenience" property description, this Court's and the Circuit Court's intent was again made clear. (Ex. 16).

After the sale of the property, this Court issued a Master's Deed on May 4, 1933; however, the Master's Deed used the incorrect "for convenience" property description, and not the correct property description in the mortgage and the pleadings. (Ex. 17). Plaintiff thus moved this Court to issue a Corrective Master's Deed, to make the property description in the Master's Deed conform to that in Plaintiff's mortgage and the pleadings, which was the clear intent of the parties, this Court, and the Circuit Court, as expressed on the face of the record.

### III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

Rule 60, SCRCP, entitled "RELIEF FROM JUDGMENT OR ORDER," states:

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(a) Clerical Mistakes. **Clerical mistakes** in judgments, orders or other parts of the record and errors therein arising from oversight or omission may be corrected by the court **at any time** of its own initiative or on the motion of any party and **after such notice, if any, as the court orders**. (Emphasis added).<sup>6</sup>

#### A. The Incorrect Property Description in the Master's Report and Master's Deed is a Clerical Error.

It is clear from the face of the record that the Master's Report and Master's Deed contain a clerical error, mistake, or scrivener's error, by including an incorrect "for convenience" property description, and not the intended property description in Plaintiff's mortgage or the pleadings. Instead of describing the mortgaged property as being bounded by "the Atlantic Ocean," the

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<sup>6</sup> Regardless of Rule 60(a), SCRCP, it has often been held that courts have the inherent authority to correct errors in judgments, decrees, and orders, regardless of legislative authority to do so. See, e.g., *In re Goldberg's Estate*, 76 P.2d 508 (Cal. 1938).

Master's Deed incorrectly states the property as being bounded by "the boardwalk." This is a clear clerical error warranting correction.

"[A] clerical error is defined as a mistake in writing or copying," and "as applied to judgments and decrees, a 'clerical error' is a mistake or omission by clerk, counsel, judge, or printer...." *Dion, et al. v. Ravenel Eiserhardt Associates*, 449 S.E.2d 251 (S.C. Ct. App. 1994). In *Dion*, the Master-In-Equity modified the Judgment of Foreclosure and Sale to include a causeway that was not described in either the mortgage or the Judgment of Foreclosure and Sale. The Court of Appeals reversed, stating that "[b]y adding the causeway to the description, the master [] reformed the mortgage."

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The case at bar presents the exact opposite scenario—Plaintiff is only asking that the Master's Deed be modified to include the property specifically described in the mortgage and the pleadings. In *Dion*, the correction request was contested by the defendants, and the Master's correction made the foreclosure decree "overinclusive" by including more property than was covered by the mortgage. Here, in contrast, the parties consented to the Judgment of Foreclosure and Sale which ordered the mortgaged property referred to in the pleadings be sold, and thus the subsequent Master's Deed is "underinclusive" because it does not convey all the property intended by the parties to be foreclosed.

**B. There is no Time Limitation in Which a Clerical Error Can be Corrected.**

Rule 60(a) states that a clerical error can be corrected "at any time," and that language is clear and unambiguous. Thus, "at any time" means "at any time." Such an interpretation is sound because orders, judgments, and decrees must reflect that which a court intended. Courts that have considered the issue have almost universally held there is no time limitation for which mistakes in orders and judgments can be corrected. See, e.g., *In re Goldberg's Estate*, 76 P.2d 508 (Cal.

1938) (*holding* that decree of final distribution in a probate case could be corrected 35 years after the order was entered); Kory v. Less, 37 S.W.2d 92 (Ark. 1931) (*holding* mere lapse of time does not render it inequitable to amend an order); Fla. Dev. Co. v. Polk Cnty. Nat'l Bank, 80 So. 560 (Fla. 1919) (*holding* "the lapse of time seems not to affect the court's power" to correct errors in judgments, and allowing correction 22 years after judgment); Coleman v. Zapp, 151 S.W. 1040 (Tex. 1912) (*holding* a court's inherent authority allows it to correct clerical errors at any time, "unaffected by limitation"); Martin v. Brown, 144 S.W. 1115 (Mo. App. 1911) (*holding* that a court has the inherent power to correct a clerical mistake "at any time subsequent however long"); City and County of San Francisco v. Brown, 96 P. 281 (Cal. 1908) (*holding* a court may correct an error "at any time," and allowing a judgment entered 35 years earlier to be amended); San Joaquin Land & Water Co. v. West, 33 P. 928 (Cal. 1893) (*holding* a clerical error can be corrected "at any time"); Millar v. Royce, 60 Ind. 189 (1877) (*holding* that a court has the power to correct a clerical error "whenever and wherever" the error becomes apparent); Rigg v. Parker, 1856 WL 5818 (Mass. 1856) (allowing a correction to judgment 20 years later); 46 Am.Jur.2d, Judgments, §§137-141.

**C. No Notice is Necessary if the Clerical Error is Apparent on the Face of the Record.**

Plaintiff did not provide any notice of its Motion to any of the parties hereto, or anyone claiming or alleging an interest in the property that was the subject of this foreclosure action, and the Court heard the Motion *ex parte*. After hearing the Motion, it is clear the clerical error complained of appears on the face of the record, and no notice needed be given to anyone.

Rule 60(a). SCRCP allows a court to correct a clerical error "after such notice, if any, as the court orders." It is universally held that where an error appears on the face of the record, no

notice need be given, and the Court may hear and decide that Rule 60(a) motion *ex parte*. See, e.g., 46 Am.Jur.2d, Judgments, §154; 13 A.L.R. Fed. 794, Construction of Rule 60(a) of Federal Rules of Civil Procedure authorizing correction of clerical mistakes in judgments, orders, or other parts of record, and errors therein arising from oversight or omission, §2; 14 A.L.R.2d 224, Necessity of notice of application or intention to correct error in judgment entry.

Specifically, this is the rule in South Carolina. In Chafee & Co. v. Rainey, 21 S.C. 11 (1884), on this very issue, the South Carolina Supreme Court stated:

Where the error corrected is purely clerical, as in this case, we can conceive of no reason why notice should be given to the adverse party.... And what light the adverse party, if notified, could throw upon the question, where the error complained of is a clerical error, we do not readily perceive. Besides, the authorities are clear that no notice of a motion to correct a clerical error, or an error of form in a judgment, is necessary.

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The authority is clear that if the error or clerical mistake is apparent in the record, and no extrinsic evidence is necessary to decipher intent, no notice be given to correct the error. The logic is that nothing is being altered or re-litigated. The clerical error here is very clear on the face of the record, and Plaintiff only asks that the property description be made conforming to that specifically intended by the parties hereto, this Court, and the Circuit Court in the documents relating to the foreclosure action.

Plaintiff expressly made this Court aware of a recently-filed lawsuit by the City of Myrtle Beach against Plaintiff, Burroughs & Chapin Company, Inc., and the State of South Carolina, concerning at least a portion of the property affected by this foreclosure. Plaintiff's Motion, and the Corrective Master's Deed this Court will issue. Plaintiff correctly noted, however, that the City of Myrtle Beach was not a party to this foreclosure action. Also, the Court takes judicial notice of the fact that the City of Myrtle Beach was not incorporated, and did not exist, at the time

this Court issued the incorrect Master's Deed on May 4, 1933. Further, as stated above, the sole intent of this Order and subsequent Corrective Master's Deed will be to retroactively change the Master's Deed as of May 4, 1933—no rights thereafter shall be affected.

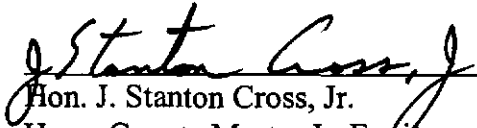
Finally, the case law is clear that no notice need be given to a proposed intervenor, even if that intervenor claims an interest in the underlying *res* of the action. See U.S. v. 706.98 Acres of Land, 158 F. Supp. 272 (W.D. Ark. 1958) (*holding* that with regarding to correcting a clerical error, the court could decide the matter *ex parte*, with no notice to a proposed intervenor, because "the intervenor was not a party in the original action, and any notice given by the Court would have been given only to the parties").

#### IV. CONCLUSION

It is clear from the face of the record that a clerical error exists in the property description in the Master's Deed issued by this Court. Thus, Plaintiff's request that this Court issue a Corrective Deed to correct that clerical error in the Master's Deed filed on May 4, 1933, in Book U-5, Page 532, to conform the property description therein to the property description in the pleadings and the mortgage that was foreclosed, is granted. The Court shall issue a Corrective Master's Deed showing that the property in the Hotel Section that was foreclosed and reconveyed to Plaintiff, was bounded on the east and southeast by "the mean high water mark of the Atlantic Ocean."

<sup>7</sup> Plaintiff's mortgage, and the pleadings, simply refer to the Atlantic Ocean as being the property boundary. The common law is clear that "[w]hen the sea, or a bay, is named as a boundary, line of ordinary high-water mark is intended" to be the property line. Borax Consolidated v. City of Los Angeles, 296 U.S. 10 (1935); Sotomura v. County of Hawaii, 460 F. Supp. 473 (D. Haw. 1978) (*holding* that the "'mean high water mark' is the line of division between private and public property" along the beach); City of New York v. Feltman, 230 A.D. 299 (N.Y. Sup. Ct. 1930) (*holding* "a grant of land lapped by the open sea carried title at common law to the high-water mark if the grant contained no reference to either the low or high water mark." and that "[t]his doctrine is too long recognized and is too thoroughly established as

IT IS SO ORDERED!

  
Hon. J. Stanton Cross, Jr.  
Horry County Master-In-Equity

Conway, South Carolina.

June 14, 2006.

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the law...to be questioned or disturbed now"); *Johnson v. State*, 40 S.E. 807 (Ga. 1902) (*holding* that "the boundary of landowners abutting on the sea...[] [or] where there was a regular rise and fall of the tide, extended only to high-water mark.... This rule, so far as the boundary of the abutting landowner is concerned, has been almost universally followed in the United States"). *See also*, *Sanders v. Coastal Capital Ventures, Inc.*, 370 S.E.2d 903 (S.C. Ct. App. 1988) (*holding* property below the mean high water mark is presumed to be owned by the state); *Colhoun v. Smithsonian Inst.*, 659 F. Supp. 1551 (D. Mary. 1987) (*holding* private property owners could not prohibit public from recreating on land below the mean high water mark). Thus, to avoid any possible confusion, and consistent with l.n. 2, the Corrective Master's Deed will refer to the boundary as "the mean high water mark of the Atlantic Ocean."



STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

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HORRY COUNTY, S.C.  
2006 JUN 14 PM 2:59

BALLERY V. SKIPPER  
REGISTRAR OF DEEDS

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## CORRECTIVE MASTER'S DEED

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WHEREAS, by Deed dated May 4, 1933, and recorded May 4, 1933, in Deed Book U-5, Page 532, records of Horry County, South Carolina, property described therein was conveyed unto Myrtle Beach Farms Company, a corporation, ("Grantee") pursuant to the foreclosure action brought by Grantee, as will appear by reference to judgment roll No. 9273; and

WHEREAS, the aforesaid Deed intended to convey all of the property covered by GRANTEE'S mortgage, as described therein (and in the pleadings in judgment roll No. 9273), simultaneously with the conveyance; and

WHEREAS, through mistake, clerical error, or scrivener's error, and inadvertently, said Deed contained an incomplete and/or incorrect property description;

WHEREAS, pursuant to a motion filed by GRANTEE in judgment roll No. 9273, said motion being heard and decided on May 31, 2006, recorded by Prestige Court Reporting; and

WHEREAS, in order to correct the mistake, clerical error, or scrivener's error, the following conveyance is made retroactive to May 4, 1933, as if entered thereon, but is in no way intended to alter or modify any property interest after May 4, 1933;

WHEREAS, no other portion of Deed is intended to be modified except as expressly made herein;

NOW THEREFORE, the first three paragraphs in Deed describing the area referred to therein as the "Hotel Section," are deleted in their entirety and replaced with:

All that piece, parcel or tract of land situate, lying and being in Dogwood Neck Township, County and State aforesaid, and described as follows:

Beginning at Southwest corner of Hotel Section, being the corner common to the Hotel Section and lands of Horry Land and Improvement Co.; running thence North 29° 43'30" West 2709.35 feet to a point near the Southwest corner of cemetery, said point being in road; thence along West line of cemetery and West line of Lot Five (5) of Block Forty-nine (49) of said Hotel Section to Highway No. 38 (or Broadway); thence Easterly along South side of said Highway to corner common to Lots Seven (7) and Eight (8) of Block Forty-nine (49) of Hotel Section, where said lots face on Highway No. 38; thence North 28° 22' 45" West 25 feet to center of Highway No. 38; thence North 61° 37' 15" East 88 feet to point in center of Highway No. 38; thence North 78° 22' 45" West 378.04 feet to corner; thence North 64° 25' 15" East 121.39 feet to corner; thence North 16° 44' 15" East 281.72 feet to corner; thence North 35° 22' 15" East 27.5 feet to corner; thence North

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20° 11' 45" West 1883.83 feet to corner on South side of Atlantic Coast Line Railroad right-of-way; thence along Southwest edge of said right-of-way Southeastwardly to where right-of-way intersects with an extension of Chester Street; thence Northeastly with Chester Street to Southwest side of Ninth Avenue; thence Southwest edge of Ninth Avenue to the mean high water mark of the Atlantic Ocean; thence South along the mean high water mark of the Atlantic Ocean to the point of beginning, extending Southeastwardly in a straight line to the mean high water mark of the Atlantic Ocean.

Said lands being bounded on the West by lands of Horry Land and Improvement Company; Quattlebaum Estate, et al; Northwest by Myrtle Beach Farms Company; Northeast by Atlantic Coast Line Railroad property, Myrtle Beach Farms Company, et al and Ninth Avenue; on the South by the mean high water mark of the Atlantic Ocean. The section herein described appears in a map by Stanley H. Wright, Engineer, dated July, 1926, and recorded in the office of the Clerk of Court for Horry County in Plat Book 1 at page 84.

**TOGETHER** with all and singular the rights, members, hereditaments and appurtenances to said premises belonging, or in anyway incident or appertaining thereto, on May 4, 1933.

**TO HAVE AND TO HOLD** all and singular the said premises before mentioned unto said GRANTEE on May 4, 1933.

**IN WITNESS WHEREOF**, the Horry County Master-In-Equity, as GRANTOR has caused these presents to be signed and sealed this 13 day of June in the year 2006.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**GRANTOR**

Sheila A. Wilkinson  
Witness

J. Stanton Cross, Jr.  
Hon. J. Stanton Cross, Jr.  
Horry County Master-In-Equity

Carrie H. Lawson  
Notary

STATE OF SOUTH CAROLINA     )

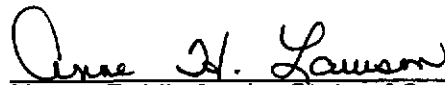
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**ACKNOWLEDGMENT**

COUNTY OF HORRY                 )

I, the undersigned, as Notary above, do hereby certify that the above subscribed Hon. J. Stanton Cross, Jr., Horry County Master-In-Equity, as Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 13 day of June, 2006.



Notary Public for the State of South Carolina

My Commission Expires: 10-4-15

(Seal)

STATE OF SOUTH CAROLINA )

)

AFFIDAVIT

COUNTY OF HORRY )

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

A Corrective Master's Deed was hereby entered in judgment roll No. 9273, dated June 14, 2006.

The transaction was (Check One):

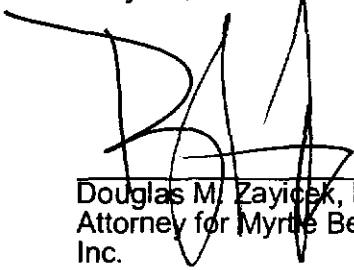
\_\_\_\_\_ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$ \_\_\_\_\_

\_\_\_\_\_ not an arm's length real property transaction and the fair market value of the property is \$ \_\_\_\_\_

  X   The above transaction is exempt from the recording fee as set forth in S.C. Code Ann. Section 12-24-10, et seq., because the deed is a Corrective Master's Deed.

As required by Code Section 12-24-70, the undersigned states that it is connected with the transaction as the Grantor.

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

  
\_\_\_\_\_  
Douglas M. Zayicek, Esquire  
Attorney for Myrtle Beach Farms Company,  
Inc.

SWORN to before me this 13  
day of June, 2006.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 10-4-15

## MASTER'S SALE

Under an order of sale for foreclosure of mortgage issued March 14th, 1933, on complaint made November 17th, 1932 by Myrtle Beach Farms Co., a corporation, vs. John T. Woodside, et al., Court of Common Pleas for Horry County, S. C., the Master will sell at public vendue before the Courthouse door at Conway at 11 o'clock a. m., on Salesday April 3rd, 1933, the lands hereinafter described on the following terms: The highest bidder, before his bid is accepted will deposit with the Master on his bid in cash or certified check, the sum of three (3) per cent of amount of bid. The proceeds of sale will be applied to the costs allowed, and to debts found due amounting to \$404,-385.46; and to the payment of the owners in distribution. Purchasers will pay for papers and stamps. The terms of payment are cash.

The lands so to be sold are situated in Horry County, South Carolina, are sold as the lands of Myrtle Beach Estates, Inc., et al, and are described as follows:

### I

#### HOTEL SECTION

All that certain piece, parcel or tract of land situate lying and being in Dogwood Neck Township, County and State aforesaid, and described as follows: Beginning at Southwest corner of Hotel Section being the corner common to the Hotel Section and lands of Horry Land & Improvement Co.; running thence N. 29 43'30" W. 2709.35 ft. to point near the Southwest corner of cemetery, said point being in road; thence along West line of cemetery and West line of Lot 5 Block 49 of said Hotel Section to Highway No. 38 (or Broadway); thence Easterly along South side of said Highway to corner common to Lots 7 and 8 of Block 49 of Hotel Section where said Lots face on Highway No. 38; thence N. 28 22' 45" W. 25 ft. to center of Highway No. 38; thence N. 61 37'15" E. 88 ft. to point in center of Highway No. 38; thence N. 78 22'45" W. 378.04 ft. to corner; thence N. 64 25'15" E. 121.39 ft. to corner; thence N. 16 44'15" E. 281.72 ft. to corner; thence N. 35 22'15" E. 27.5 ft. to corner; thence N. 20 11'45" W. 1883.83 ft. to corner on South side of A. C. L. Railroad right-of-way; thence along Southwest edge of said right-of-way Southeastwardly to where right-of-way intersects with an extension of Chester St.; thence Northeasterly with Chester St. to Southwest side of 9th Avenue; thence Southwest edge of 9th Avenue to boardwalk; thence boardwalk to point of beginning.

Said lands being bounded on the West by lands of Horry Land & Improvement Company; Quattlebaum Est., et al; Northwest by Myrtle Beach Farms Co.; Northeast by Atlantic Coast Line Railroad property; Myrtle Beach Farms Co., et al and 9th Avenue; on the South by public Beach along the Atlantic Ocean. The section herein described appears in a map by Stanley H. Wright, Engineer, dated July, 1926 and recorded in the office of the Clerk of Court for Horry County in Plat Book 1 at page 84.

From this section are excepted Blocks 1, 2, 3, 4, 5, 12, 13, 14, 15, 16 and 17 and also the following Lots: Block 6 Lots 1 and 6; Block 7 Lot 6; Block 10 Lot 1; Block 11 Lots 6, 5, 2, 3, and 1; Block 18 Lots 7, 1, 8, 2, 5, 4 and 6; Block 19 Lots 8, 9, 6, 16, 3, 4, 2, 5, 10, 11, 12, 7 and 14; Block 20 Lots 10, 11, 1, 8, 13, 14, 12, 4, 6, 7, 3, 16 and 2; Block 21 Lots 6, 3, 9, 4, 8, 1 and 10; Block 22 Lots 9, 2, 3, 4, 5, 8, 15, 17, 16, 7 and 10; Block 23 Lots 7, 10, 1, 2, 11, 8, 12; Block 24 Lot 8; Block 25 Lots 1, 11, 12, 2 and 9; Block 26 Lots 7, 8, 9, 10, 2, 11, 12, 6 and 1; Block 27 Lots 5, 4, 6, 8, 10, 1, 9, 7, and 3; Block 28 Lots 5, 4, 11, 10, 12, 13, 6, 7, 8 and 17; Block 29 Lots 3, 1, 17, 4, 7, 8, 5 and 6; Block 30 Lots 3, 4, 8, 17, 11, 12, 9, 1, 2, 6, 7 and 5; Block 31 Lots 3, 4, 1, 7, 8, 5, 6, 11, 15, 13, 9, 10, 2, 17 and 16; Block 32 Lots 2, 9, 1, 4, 5, 3, 6, 7, 9, 11 and "Depot Lot"; Block 33, Lots 19, 14, 15, 16, 17, 18, 20, 21, 22, 8, 2, 9, 10, 11, 3, 7, 5, 6, 4, 12, 13 and 1; Block 34 Lots 17, 15, 3, 2, 10, 12, 13, 14, 8, 7, 1 and 16; Block 35 Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 1, 2, 3, 4, 5, 6 and 7; Block 36 Lots

14, 16 and 7; Block 37 Lots 17, 3, 2, 7, 14 and 15; Block 38 Lots 7, 8, 1, 2, 5, 11 and 6; Block 39 Lots 1 and 2; Block 42 Lots 3, 4, 5, 6, 7, 8, 9, 10, 1 and 2; Block 43 Lots 6, 3, 4, 7, 2 and 1; Block 44 Lots 3, 5, 6, 7 and 2; (sketch of S. H. W.); Block 45 Lots 9, 23, 3, 14, 13, 21, 24, 27, 4, 5, 26, 22, 28, 31, 32, 7, 2 and 16; Block 46 Lots 26, 8, 7, 10, 6, 1, 2, 25 and 4; Block 47 Lots 1, 12 and 13; Block 48 Lots 8, 1, 6, 9, and 10; Block 49 Lots 5, 6, 7, 9 and 10; Block 50-A Lot 1; Block 51 Lots 12, 10, 11 and 1; Block 52 Lots 23, 24, 19 and 2; Block 53 Lots 18, 10, 11, 22, 23, 25, 35, 15, 9, 17, 8 and 21, 43, 12, 13, 29, 16, 14, 30, 31, 7, 19 and 20; Block 54 Lots 5, 10, 9 and 19; Block 58 Lots 5, 2, 3, and 4; Block 60 Lot 13; Block G Lots 1, 2, 3 and 4, (Map of T. M. Jordan); Also Lot "D"; Block "F"; Lot "B", Lot "E", Lot "H", "School Lot" and "A. C. L." Lots; Block 55 Lots 12, 8 and 9.

Excepting further that lot conveyed by Myrtle Beach Est., Inc. to Coastal Securities Company, which is recorded in the office of the Clerk of Court for Horry County in Book U-5 at page 424, the description of which more fully appears in exception 9 of the Amended Complaint.

Also that lot conveyed by John T. Woodside to the Chapin Company, said lot lying between Lot 1 of Block 50-A and the School Lot, and being more fully described in exception 16 of the Amended Complaint.

Also that lot conveyed by Myrtle Beach Investment Company to Mrs J. M. Timmons being a part of Lot 7 of Block 48 which lot is more fully described in exception 17 of the Amended Complaint.

### II

All and singular those certain parcels and tracts of land situate in Socastee, Conway, Dogwood Neck and Little River Townships, Horry County, South Carolina, lying on the East side of but not bounded by the Waccamaw River and between the said Waccamaw River and the Atlantic Ocean,---consisting of seventy-five (75) tracts numbered from 1 to 75, inclusive, (No. 13 being omitted and 18 1-2 included), containing in the aggregate 64,488 acres, more or less.

This being the identical tract of land conveyed to John T. Woodside by Myrtle Beach Farms Company by deed dated February 10th, 1926, which lands are more fully described in paragraph 3 of the Amended Complaint, excepting therefrom the property described in paragraphs I and III herein, viz., the Hotel Section and the Golf Course Section.

Excepting further the following parcels which have been conveyed and released from the liens of the mortgages foreclosed in this action:

1. That tract of land conveyed by John T. Woodside, et al to Quattlebaum Light & Ice Company, recorded in the Office of the Clerk of Court for Horry County in Book U-5 at page 271. This tract is more fully described in exception 1 of the Amended Complaint.

2. Those four tracts of land containing in the aggregate 534.55 acres being the lands conveyed by Myrtle Beach Estates, Inc., to V. F. Platt by deed recorded in the Office of the Clerk of Court for Horry County in Book U-5 at page 297. For a more complete description of these tracts see exception 2 of the Amended Complaint.

3. That strip of land conveyed by John T. Woodside to the A. C. L. Railroad Company by deed recorded in the office of the Clerk of Court for Horry County in Book T-5 at page 57. This tract is more fully described in exception 4 of the Amended Complaint.

4. That tract of land conveyed by Myrtle Beach Estates, Inc., to Myrtle Beach Farms Company, by deed recorded in the Office of the Clerk of Court for Horry County in Book U-5 at page 435. This lot being more particularly described in exception 5 of the Amended Complaint.

5. That tract of land conveyed by Myrtle Beach Estates, Inc., to the Trustees of the Myrtle Beach Methodist Church by deed recorded in the Office of the Clerk of Court for Horry County in Book U-5 at page 452. Said land is more particularly described in exception 6 of the Amended Complaint.

6. That tract of land conveyed by Myrtle Beach Estates, Inc., to Trustees of the Presbyterian Church of Myrtle Beach, by deed recorded in the Office of the Clerk of Court for Horry County in Book U-5 at page 462. This tract is more completely described in exception 7 of the Amended Complaint.

7. That tract of land conveyed by John T. Woodside to the A. C. L. Railroad Company by deed recorded in the Office of the Clerk of Court for Horry County in Book U-5 at page 143. A more complete description of this tract appears in exception 8 of the Amended Complaint.

8. Those certain tracts of land containing in the aggregate 60.05 acres, more or less, being the lands deeded by Myrtle Beach Estates, Inc., to J. E. Bryan, et al, by deed recorded in Book U-5 at page 257 in the Office of the Clerk of Court for Horry County. These tracts are more completely described in exception 10 of the Amended Complaint.

9. That tract of land conveyed by Myrtle Beach Estates, Inc., to Mrs Laura Gregg by deed recorded in the Office of the Clerk of Court for Horry County in Book I-6 at page 280. This tract being more completely described in exception 11 of the Amended Complaint.

10. That tract of land conveyed by John T. Woodside to the A. C. L. Railroad Company by deed recorded in the Office of the Clerk of Court for Horry County in Book T-5 at page 106. This tract is more completely described in exception 12 of the Amended Complaint.

11. That tract of land containing 5.35 acres, more or less, conveyed by John T. Woodside to George Cooper by deed recorded in the Office of the Clerk of Court for Horry County in Book E-6 at page 347. Said tract being more completely described in exception 14 of the Amended Complaint.

12. That tract of land containing 12 acres, more or less, conveyed by John T. Woodside to Jim Lamb by deed recorded in the Office of the Clerk of Court for Horry County in Book A-6 at page 162. This tract is more completely described in exception 15 of the Amended Complaint.

13. Those tracts of land conveyed by Myrtle Beach Estates, Inc., to the State of South Carolina for Waterway purposes and appearing on map recorded in the office of the Clerk of Court for Horry County in Plat Book --- at page --- as tracts 90-1A, 90-1B, 90-3, 90-A, 90-B, 90-C, 90-D, 90-E, 90, 90-1, 90-2, 100-A and 100.

14. That tract of land conveyed by John T. Woodside to J. T. Simmin, containing 10 acres, more or less, said tract being more completely described in exception 21 of the Amended Complaint.

15. Also, those lots of land contained in "King's Highway Section" No. 4, as represented by map or plat made in August, 1931 by S. D. Cox, Engineer, which map or plat is of record in the Office of the Clerk of Court for Horry County in Plat Book 1 at page 114-A: Block 1 Lots 1, 2, 6, 3, 4 and 5; Block 2 Lots 7, 8, 9, 10 and 11; Block 3 Lots 3, 4 and 5; Block 4 Lots 5, 3 and 4; Block 5 Lot 3; Block 6 Lots 5, 3, 1, 4 and 2.

16. These three certain parcels of land conveyed by John T. Woodside, et al to South Carolina Utilities Company by deed recorded in the Office of the Clerk of Court for Horry County in Book U-5 at page 500. These parcels are more completely described in exception 25 of the Amended Complaint.

17. That certain parcel of land conveyed by Myrtle Beach Estates, Inc. to Robert White by deed recorded in Book M-6 at page 197 in the Office of the Clerk of Court for Horry County, said parcel being more completely described in exception 26 of the Amended Complaint.

### III

#### GOLF COURSE SECTION

The following described property in this paragraph III is sold subject to mortgage of William Iselin and Co. on which there is due \$295,768.98 as of February 10th, 1933.

That tract of land released by Myrtle Beach Farms Company to John T. Woodside recorded in the

Clerk of Court's office, Conway, S. C. in book 64 at page 242, the description of which is as follows:

Two hundred and seventy-three and eight-tenths (273.8) acres being all and singular, that certain tract of land situate on the Atlantic Ocean, Horry County, South Carolina, beginning at a stake on the Atlantic Ocean and extending therefrom N. 52 deg. 15' W. 1370 ft. to a stake on the edge of the Kings Highway; thence across said Highway passing through station No. 174 plus 00 100 ft. to a stake on the N. side of the King's Highway; thence N. 44 deg. 54' W. 1641 ft. to a stake corner; thence N. 45 deg. E. 3767.3 ft. to a stake corner thence S. 44 deg. 54' E. 1641.2 feet to a stake on the Northern margin of the King's Highway; thence 100 ft. across said Highway passing station 211 plus 6T.3 to a stake on the S. side of the of the Highway; thence S. 44 deg. 54' E. 1184.91 ft. to a stake corner; thence N. 58 deg. 34' E. 275.88 ft. to a stake corner; thence S. 45 deg. 43' E. 60 ft. to a stake; thence the same course 200 ft. to a stake on the Atlantic Ocean; thence Atlantic Ocean to the beginning point.

Excepting from the tract above described the following lands: Block 1 Lots 14, 23, 13 and 15; Block 4 Lot 18; Block 5 Lots 12, 9, 11, 15, 13, 7, 10 and 14; Block 6 Lots 31-A 30, 29 and 19; Block 8 Lots 16, 12, 10, 14 and 15; Block 9 Lots 4, 3, 2 and 5; Block 10 Lots 17, 18, 14, 21, 20, 1 and 19; Block 12 Lots 11, 2 and 12; Block 15 Lot 8; Block 16 Lots 4, 3 and 2; Block 17 Lots 14, 15, 16, 4, 5, 6-A, 13, 14, 17 and 6; Block 21 Lot 8; Block "A" Lots 1, 8, 9, 10 and 11.

All the lands hereinabove described are sold subject to such easements as have been acquired for rights-of-way for highways, railroads and waterways and also subject to such easements as have been granted for the purpose of constructing and maintaining light and or water lines.

The premises are further sold with the benefits of covenants running with the land for the furnishing of electric current and water as set forth in agreement between South Carolina Utilities Company and Myrtle Beach Estates, Inc., et al as recorded in Deed Book U-5 at page 502 in the Office of the Clerk of Court for Horry County.

#### PERSONAL PROPERTY

All the furniture, lighting fixtures, carpets, rugs, pictures, mirrors, safe, safe deposit boxes, typewriters, adding machines, mimeographing machines, office equipment, refrigerators, stoves, ranges, kitchen utensils and equipment, chinaware, silverware, glassware, linen, servants' uniforms, and equipment and all the furniture, fixtures, equipment and supplies of every kind whatsoever owned by the mortgagor and now located in the Ocean-Forest Hotel, Ocean-Forest Country Club, Seaside Inn and Strand Hotel, at Myrtle Beach, S. C., or used in connection with the maintenance or operation of said hotels and Club, together with all replacements and additions thereto which may hereafter be made.

Also all mowing machines, road scrapers, rollers, golf links' equipment, tractors, wagons, plows, harness, farm tools, implements and equipment, horses, mules, cattle, hogs, feed, grain and all machinery, equipment, tools, implements, supplies and stock and all personal property of every kind whatsoever belonging to the mortgagor and now located on the real estate at Myrtle Beach, S. C. hereinabove described, together with all replacements and additions thereto which may hereafter be made.

Excepting, however, that certain tractor described in chattel mortgage from Myrtle Beach Estates, Inc. to International Harvester Co. recorded September 18th, 1930 in Book N-3 at page 74 in the office of the Clerk of Court for Horry County.

These being the same premises and property referred to in the complaint, the cross complaint and the decree in this action, reference being made to such for more complete description.

J. O. NORTON,

Master for Horry County.

M. A. WRIGHT,

F. G. BURROUGHS,

Attorneys for Plaintiff.