

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

KATRINA WHITE  
Plaintiff

\*

\*

v.

Case No. C-21-FM-20-000663

\*

KYLE WHITE  
Defendant

\*

\* \* \*

**TRUSTEE’S REPORT OF SALE AND VERIFIED MOTION FOR APPROVAL  
OF SALE OF PROPERTY AND FOR RELATED RELIEF**

TO THE HONORABLE MARK K. BOYER, CIRCUIT JUDGE:

COMES NOW Roger Schlossberg, Trustee (the “Trustee”), by and through his undersigned counsel, Schlossberg | Mastro, and in support of his *Trustee’s Report of Sale and Verified Motion for Approval of Sale of Property and for Related Relief* (this “*Sale Motion*”), hereby respectfully represents as follows:

**Background of Proceedings and Requested Relief**

1. By that *Judgment of Absolute Divorce* entered by this Court on July 12, 2023, as well as the subsequent *Order Clarifying Appointment and Authority of Trustee and Granting Related Relief* entered on July 20, 2023 (said *Judgment* and *Order* being hereinafter collectively referred to as the “*Appointment Order*”), the undersigned was appointed to serve in these proceedings as Trustee of the improved real property located at 4731 Cloisters Lane, Myrtle Beach, South Carolina 29577 (the “*Realty*”) jointly-owned by the parties hereto for the purpose of marketing and sale of the same; with said sales to be effected consistent with the requirements of Title 14, Chapter 300 of the Maryland Rules of Procedure.

2. Consistent with the provisions of the *Appointment Order* and in order to assist in the discharge of his duties herein, the Trustee engaged as real estate professionals the services of Theresa Ruscigno-Fleischner (the “Agent”), a licensed real estate agent in the State of South Carolina associated with Realty One Group Dockside, LLC (the “Firm”; the Agent and the Firm being hereinafter collectively referred to as the “Broker”). Contemporaneous therewith, the undersigned Trustee filed herein on or about August 7, 2023 his *Trustee’s Motion for Employment of Real Estate Professionals* (the “*Broker Motion*”) seeking authority thereby to employ the Broker under the terms and conditions of a *Trustee’s Exclusive Listing Agreement* (the “*Listing Agreement*”) negotiated between and proposed to be executed and delivered by the Trustee and the Broker in that form attached thereto. By this Court’s *Order Granting Trustee’s Motion for Employment of Real Estate Professionals* (the “*Broker Motion*”) entered herein on August 8, 2023, the Trustee was authorized so to employ the Broker.

3. As a result of the efforts of said Broker, the Trustee learned of the interest of Frank Maresca and Carol Maresca (collectively, the “Purchasers”) in the purchase of the Realty and entered into negotiations with said Purchasers in respect to the same. On September 28, 2023, those negotiations ripened into an executed agreement for the sale and purchase of the Realty for the agreed sum of \$410,000.00 upon those terms and subject to those conditions contained in that *Trustee’s Agreement of Sale* (the “*Sale Agreement*”) of that date; a copy of which being attached hereto and incorporated by reference therein as Exhibit 1. As review of that *Sale Agreement* will reveal, the Purchasers have tendered to the Trustee a non-refundable earnest money deposit in the amount of \$20,000.00 (the “Purchase Deposit”) to secure their obligations under the *Sale Agreement*; which said obligations of the Purchasers thereunder are contingent only upon: (i) the Purchasers’ ability to obtain purchase money financing under the strict terms of ¶ 2(a)(2) of the

*Sale Agreement*; (ii) the Trustee's obligation to deliver insurable title to the Realty in that form and quality set forth in the proposed title insurance commitment attached thereto; and (iii) approval of this Court.

4. By the instant *Sale Motion*, the Trustee seeks approval of said proposed sale pursuant to the provisions of the *Appointment Order* and Chapter 300 of Title 14 of the Maryland Rules of Procedure.

**The Instant *Sale Motion* Satisfies the Requirements of the  
Maryland Rules of Procedure for the Sale of the Realty**

5. The Trustee respectfully submits that the instant *Sale Motion* and attached Exhibits hereto satisfy all requirements established under the provisions of Title 14, Chapter 300 of the Maryland Rules of Procedure for the sale of the Realty which is the subject hereof. In particular, the Trustee urges that the instant *Sale Motion*, itself, satisfies the requirement of Rule 14-305(a) mandating the filing of a report of sale. Similarly, the *Affidavit* of the Purchasers attached hereto and incorporated by reference herein as Exhibit 2 satisfies the requirement for the filing of the same imposed by Rule 14-305(b). The Trustee further urges that the requirements and procedures set out in Rule 14-305(d) and (e) will be satisfied by the use of the proposed *Show Cause Order* and procedures with respect thereto as suggested in ¶¶ 8 through 15, *infra*.

6. The Trustee also takes note that Maryland Rule 14-303(c) requires in the context of proceedings such as those at bar that, unless excused by order of this Court, any fiduciary proposing to make a private sale in such proceedings must file an appraisal made by a competent appraiser within six (6) months before the proposed date of sale. Upon assuming his duties as Trustee herein, the undersigned took note of the absence of any prior appraisals made available to him by the parties. In consideration of the same, and in an effort to conserve the resources of the fiduciary estate herein, the Trustee took note of the existence on-line of multiple property

valuations made with respect to the Realty as available on the public websites of Zillow, Redfin Corporation and Realtor.com; the same hereinafter being collectively referred to as the “*Appraisals*”; copies of which Appraisals being collectively attached hereto and incorporated by reference herein as Exhibit 3. As review of the same will reflect, the value of the Realty estimated by those *Appraisals* ranged between \$360,000.00 and \$418,007.00. In consideration of the same, and after consultation with the Broker, the Trustee determined to list the Realty for sale at an initial listing price of \$429,000.00 as is reflected in the *Listing Agreement*.

7. In the circumstances of the instant proceedings, and in the exercise of that considerable discretion reserved to the Court by Rule 14-303(c) to excuse said appraisal requirement in its entirety, the Trustee respectfully urges that the Court should accept the *Appraisals* and valuation therein set forth in full satisfaction of the appraisal requirement otherwise imposed by said Rule.

#### **Proposed Procedures for Approval of Proposed Sale of Realty**

8. Consistent with his obligations as a fiduciary herein, and mindful of the history and circumstances of the parties in the instant proceedings, the Trustee observes that although both the Plaintiff and the Defendant presently remain represented by counsel of record<sup>1</sup>, the Trustee is informed by the Defendant Kyle White (and as confirmed by his counsel, Mr. Gast) that said Defendant has discharged Mr. Gast as his counsel. As such, substantially all communications between the Trustee and Mr. White in this case have been direct and without the participation of Mr. Gast or any other counsel. Accordingly, the Trustee has crafted the procedures proposed herein to take note of the fact that Mr. White will not be permitted access to MDEC and appropriate care has been taken in crafting the procedures proposed herein to ensure that said Defendant will receive notice of all filings herein and all actions taken, or proposed to be taken, by the Trustee or

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<sup>1</sup> As of this date, the Plaintiff Katrina White is represented of record by Meaghan L. Delawter, Esquire. Also of record, the Defendant Kyle White is represented by Michael W. Gast, Esquire.



any other persons in respect of the proposed sale of the Realty.<sup>2</sup> In such fashion, the Trustee has endeavored to assure that the value of the Defendant's interest (as well as that of the Plaintiff) in the Realty being exposed to sale herein is maximized, and that the Defendant (as well as the Plaintiff) is afforded a meaningful and timely opportunity to participate in said sale process on a competitive basis. Accordingly, the undersigned Trustee proposes that the following procedures be utilized to provide notice to all parties, including the Defendant, of the Trustee's intended sale of the Realty, including the opportunity for said parties to object to said proposed sale or to interpose or solicit competitive bids for the Realty.

#### Proposed Entry of Show Cause Order

9. The Trustee requests that this Court forthwith cause to be issued its Order (a "Show Cause Order") requiring the parties hereto to show cause, if any they may have, by the filing of an objection or other opposition (collectively, an "Exception") by not later than a date (the "Deadline") which is not more than thirty (30) days after the date of entry of said Show Cause Order stating why: (i) the Trustee's proposed sale of the Realty at such price and upon such terms and conditions as hereinabove described should not be approved; and (ii) this *Sale Motion* should not be granted.<sup>3</sup> The undersigned Trustee urges that any such Exception should be required to

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<sup>2</sup> No such similar concerns exist with regard to that notice required to be provided to the Plaintiff as she continues to be represented by Ms. Delawter who, of course, will receive electronic service of all filings herein via MDEC.

<sup>3</sup> The proposed form of the Show Cause Order is attached hereto and incorporated by reference herein as Exhibit 4. The Trustee proposes that said Show Cause Order be required to be served and publication thereof be made as follows:

(i) Within five (5) days of entry of said Show Cause Order, a copy of the same, together with a copy of the instant *Sale Motion* and all exhibits thereto, shall be required to be served by the Trustee upon the Defendant Kyle White by first-class mail, postage prepaid, to said Defendant at his last-reported address as appears on the docket of these proceedings. Further, in deference to the requirements of due process and in recognition of said Defendant's *de facto* status as an unrepresented party, the Trustee also proposes that within five (5) days of entry of said Show Cause Order, service of the same, together with a copy of the instant *Sale Motion* and all exhibits thereto, shall be required to be served by the Trustee upon the Defendant by email directed to said Defendant at his last-known email address of [kawhite@myactv.net](mailto:kawhite@myactv.net) as previously provided by said Defendant to the Trustee and utilized by them in prior communications during the pendency of these proceedings.

include the express legal and factual grounds upon which such Exception is based with supporting statutory and case law authority for any such legal grounds, together with affidavit or other sworn support for any factual allegations contained in such Exception.

10. Further, the Trustee respectfully requests that said Show Cause Order also establish that same Deadline as the date by which the parties hereto, or any other person (each an “H&B Offeror”), may advance a higher and/or better offer (“H&B Offer”) for the purchase of the Realty; which said H&B Offer must be in-hand received by not later than the Deadline at the offices of the Trustee. The undersigned Trustee proposes that any such H&B Offer for the Realty must be made in substantially the same form as that of the *Sale Agreement* attached hereto as Exhibit 1 with all revisions thereto proposed by any H&B Offeror to be “marked-up” and highlighted to distinguish the same; which said revisions must include provision for payment in immediately available funds to the Trustee of the amount of the purchase price proposed to be paid by such H&B Offeror in response to that purchase price proposed in the *Sale Motion* to be paid by the Purchasers as provided in the *Sale Agreement*. Further, the Trustee proposes that any such H&B Offers must be accompanied by: (i) a deposit payable to the Trustee in immediately available funds in an amount not less than the amount of the Purchase Deposit (*i.e.*, \$20,000.00) paid by the Purchasers under the *Sale Agreement*; (ii) evidence satisfactory to the Trustee of the financial ability of said H&B Offeror to close upon said H&B Offer; and (iii) an acknowledgment (an “*Acknowledgment*”) in form acceptable to the Trustee that in the event that said H&B Offer is not approved by the Order of the Court determining such H&B Offer to be the successful highest

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(ii) In a further abundance of caution in deference to the requirements of due process, the Trustee proposes that a copy of the Show Cause Order (without copies of the instant *Sale Motion* and all exhibits thereto) be published as a Legal Notice in a newspaper of general circulation in Washington County, Maryland once each week for a period of three (3) successive weeks with the first insertion thereof being made not later than ten (10) days following entry of the Show Cause Order.

and/or best offer for the purchase of the Realty (the “*Approval Order*”), such H&B Offer nonetheless shall be irrevocable as a binding back-up bid until the earlier to occur of: (a) consummation of closing on the offer which is the subject of the *Approval Order*; or (b) the expiration of forty-five (45) days following entry by the Court of such *Approval Order*. (Any such H&B Offer timely received by the Trustee and determined by the Trustee to be: (i) higher and/or better than the offer of the Purchasers for the Realty; (ii) accompanied by payment in immediately available funds of a deposit in an amount not less than the Purchase Deposit; (iii) accompanied by satisfactory evidence of the H&B Offeror’s financial ability to close on the H&B Offer; and (iv) accompanied by a satisfactory *Acknowledgment* – hereafter is referred to as a “Qualified H&B Offer”).

#### Proposed Proceedings Upon Responses to Show Cause Order

11. Upon expiration of the Deadline, the Trustee forthwith shall file his *Certification* with the Court advising of any H&B Offer timely received by the Trustee, and whether such H&B Offer has been determined by the Trustee to be a Qualified H&B Offer.

12. The Trustee further proposes that in the event that no Exceptions timely are filed opposing the Trustee’s proposed sale of the Realty at such price and upon such terms and conditions as hereinabove described, and the *Certification* reveals that no Qualified H&B Offer timely has been received by the Trustee, the Court should proceed, without further delay or hearing, or with such hearing as the Court nonetheless deems appropriate, to dispose of this *Sale Motion* by approval thereof and ratification of the Trustee’s proposed sale of the Realty to the Purchasers under the terms and conditions of the *Sale Agreement*.

13. The Trustee further proposes that in the event any Exceptions timely are filed, or in the event the Trustee’s *Certification* reports the existence of a Qualified H&B Offer, or if the Court

determines in the Court's discretion that a hearing is required, a hearing should be scheduled and conducted on an expedited basis to permit the Court: (a) to consider and dispose of such Exception; and/or (b) to consider the relative merits of: (i) the offer of the Purchasers memorialized in *Sale Agreement*; and (ii) any Qualified H&B Offers responsive thereto – including, if appropriate, the conduct of further competitive bidding between the parties advancing such competing offers; and/or (c) to consider and dispose of any other matter.

14. The undersigned Trustee further proposes that at the conclusion of said hearing, this Court should enter its final Order overruling any Exceptions and approving and ratifying that offer for the Realty determined by the Court to be most advantageous to the Trustee and the fiduciary estate herein.

15. The undersigned Trustee further proposes that the Show Cause Order should include among its provisions that time shall be of the essence with regard to all dates provided therein for the filing of any Exceptions or H&B Offers.

**Deferral of Obligation of Trustee to  
Suggest Penalty Sum for Fiduciary Bond**

16. The Trustee further takes note of the obligation of the Trustee under the terms of the *Appointment Order* to suggest, at the time of the filing of his Report of Sale, such penalty sum as he deems appropriate for the fiduciary bond hereafter required to be filed by the Trustee in respect of his receipt of the net proceeds of the sales of the Assets. As the amount of said net proceeds presently is unknown and will not be known until after closing on the sale of the Realty under the *Sale Agreement*, the Trustee urges that the requirement for him to suggest such a penalty sum of that fiduciary bond be deferred pending closing on the sale of the Realty and further order of this Court.

## Conclusion

17. As above-contemplated, the undersigned Trustee urges that the proposed sale of the Realty pursuant to the procedures hereinabove detailed will yield the maximum value for the Realty while providing full protection to the interests of both parties in respect of their ownership interests in the same. Accordingly, the Trustee urges that such sale, subject to the opportunity for Exceptions and the interposition of H&B Offers: (i) is fair and reasonable; (ii) represents a proper exercise in good-faith of the business judgment and fiduciary authority of the Trustee; (iii) is calculated to maximize the value of the Realty for the benefit of the parties hereto; and (iv) provides necessary and reasonable protections for the benefit of all parties with respect to the sale of the Realty and their respective interests therein.

18. In consideration of the foregoing, the undersigned Trustee respectfully urges that this Court should grant: (i) expedited consideration of the instant *Sale Motion* pursuant to those procedures above suggested; and (ii) earliest approval of the Trustee's proposed sale of the Realty.

19. The undersigned Trustee believes and respectfully urges that the relief hereinafter requested is in the best interests of justice and will work no prejudice upon any party in interest herein.

WHEREFORE, Roger Schlossberg, Trustee, hereby respectfully prays that this Honorable Court:

1. GRANT the instant *Sale Motion*.
2. FIND that the procedures hereinabove proposed by the Trustee for the sale of the Realty are consistent with the requirements imposed by Title 14, Chapter 300 of the Maryland Rules of Procedure for such sales, and APPROVE and ADOPT said procedures herein.

3. ENTER this Court's Show Cause Order in substantially that form attached hereto as Exhibit 4 requiring the parties to show cause by a date certain within not more than thirty (30) days of the date of entry of said Order why the relief prayed in the instant *Sale Motion* should not be granted.

4. APPROVE the Trustee's proposed sale of the Realty to the Purchasers upon those terms and subject to those conditions set forth in the *Sale Agreement* and as aforesaid.

5. DEFER the obligation of the Trustee as established under the *Appointment Order* to suggest the penalty sum of the fiduciary bond hereafter to be required to be filed by him pending closing and receipt by the Trustee of the net proceeds of the sale of the Realty under the *Sale Agreement* and further order of this Court.

6. ORDER such other and further relief as the nature of this cause and the interests of justice may require.

Respectfully submitted,

SCHLOSSBERG | MASTRO

By: /s/ Roger Schlossberg

Roger Schlossberg

CPF No.: 7712010320

P.O. Box 2067

Hagerstown, MD 21742-2067

Email: [rschlossberg@schloslaw.com](mailto:rschlossberg@schloslaw.com)

Telephone: (301) 739-8610

Attorneys for Trustee

#### VERIFICATION OF TRUSTEE

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief.

/s/ Roger Schlossberg

Roger Schlossberg, Trustee

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 4<sup>th</sup> day of October, 2023, a copy of the foregoing was served electronically via MDEC to all parties entitled to receive such electronic service and via first-class mail, postage prepaid and email to the Defendant Kyle White as follows:

Kyle White  
4731 Cloisters Lane  
Myrtle Beach, South Carolina 29577

Email: [kawhite@myactv.net](mailto:kawhite@myactv.net)

/s/ Roger Schlossberg  
Roger Schlossberg

# EXHIBIT 1





of the essence thereto, Purchaser shall be in default and, by operation of law and without notice to Purchaser, all rights of the Purchaser to purchase the Realty under the terms and conditions of this Agreement thereupon shall terminate without right of cure or redemption.

(2) Financing Contingency. The Purchaser's obligations under this Agreement [INITIAL ONE OF FOLLOWING] IS  / IS NOT \_\_\_\_\_ contingent upon the ability of the Purchaser to obtain a written commitment for purchase money mortgage or deed of trust financing in an amount of not more than eighty percent (80%) of the Purchase Price within forty-five (45) days of the date of final execution hereof. Purchaser agrees: (i) to make written application for such financing to the lender of Purchaser's choice within five (5) calendar days of final execution hereof; (ii) to provide proof of such application to the Trustee as provided in ¶ 11 within two (2) calendar days of the date of such application; and (iii) diligently to pursue such application. Failure of the Purchaser timely to make and diligently pursue such application shall give Seller the right to declare Purchaser in default under the terms hereof; in which case Seller may terminate this Agreement with full refund to the Purchaser of the Deposit paid hereunder. If, notwithstanding such application and diligent pursuit thereof, Purchaser is unable to obtain said written commitment within forty-five (45) days as above contemplated, the Trustee thereupon may provide written notice to Purchaser at or after the conclusion of said forty-five (45) day period of Seller's termination of this Agreement and Purchaser thereupon shall be entitled to return in full of the Deposit without interest thereon or deduction of any sums therefrom.

(3) Balance Payable at Closing. At Closing (as hereinafter defined), the Purchaser shall pay to the Trustee the balance of the Purchase Price (inclusive of any financed sums) in the amount of Three Hundred Ninety Dollars (\$ 390,000) (the "Balance") in immediately available funds by wire-transfer or other form of payment acceptable to the Trustee.

(b) Default in Payment of Balance. If Closing is not timely scheduled and conducted within that time period provided therefor under the provisions of ¶ 3, *infra*, or if payment of the Balance is not made as herein required, time expressly being of the essence thereto, Purchaser shall be in default and, by operation of law and without notice to Purchaser, all rights of the Purchaser to purchase the Realty under the terms and conditions of this Agreement thereupon shall terminate without right of cure or redemption. Upon such termination of the Agreement, the Trustee shall refund the Deposit to the Purchaser without penalty or deduction therefrom nor the payment of interest accrued thereon.

(c) Consequences of Default by Trustee and Remedies of Purchaser. If Trustee shall default under this Agreement prior to Closing or refuse or fail to convey the Realty, the Purchaser's sole remedy therefor shall be either: (i) to terminate this Agreement and have the Deposit returned without penalty or deduction therefrom nor the payment of interest accrued thereon; or (ii) to seek specific performance of this Agreement.

3. Closing. Consummation of the transaction contemplated by this Agreement (the "Closing") shall be conducted not later than the last to occur of the following: (i) the expiration of forty-five (45) calendar days from the date of final execution of this Agreement; or (ii) the expiration of fifteen (15) calendar days after entry by the Court of the Sale Order (as defined in ¶















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If to Purchaser: Scott Umstead, PAc

Address: Attn:

4226 Mayfair Street Suite 100  
Myrtle Beach SC 29577

Email: realestate@umsteadlaw.com, samantha@theshorttermshop.com,  
fpmaresca@gmail.com, & carolmaresca@gmail.com

Facsimile No: \_\_\_\_\_

12. Construction; Prevailing Law; Disputes; Venue and Jurisdiction. This *Agreement* shall be governed and construed in accordance with the laws of the State of Maryland without regard to principles related to conflicts of laws. The parties hereto acknowledge and agree that the Court is vested with exclusive jurisdiction over any disputes arising under this *Agreement* with venue thereof being proper only in the Court. All objections by the parties to such jurisdiction and venue hereby irrevocably are waived. Further, the parties hereby agree that in the event of any dispute between the parties related to this *Agreement* or any litigation arising therefrom, the party substantially prevailing in such dispute or litigation shall be entitled to an award of payment by the non-prevailing party of all attorneys' fees and expenses incurred by such prevailing party.

13. Waiver of Trial by Jury. The parties hereto (and each of them) hereby waive trial by jury in any action or proceeding arising out of, or in any way pertaining to, this *Agreement*. It is agreed that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings. This waiver is knowingly, willingly and voluntarily made by the parties (and each of them). The parties each hereby represent that no representations of fact or opinion have been made by any person to induce this waiver of trial by jury or in any way to modify or nullify its effect. The parties hereto further represent that each of them have been represented by independent legal counsel (or have been afforded the opportunity to obtain such representation) in the negotiation and execution of this *Agreement* and in the making of this waiver.

14. Entire Agreement; Binding Effect. This *Agreement* constitutes the entire agreement among the parties regarding the subject matter hereof, and all prior agreements or understandings between the parties with respect to the subject hereof hereby are merged in and superseded by the provisions of this *Agreement*. The parties hereto shall be bound by only the written provisions of this *Agreement*; which said written provisions may be modified only by a written instrument duly executed and delivered by the party against whom enforcement of such modification is sought. This *Agreement* shall be binding upon and inure to the benefit of each of the parties hereto, and their respective heirs, successors and assigns.

15. Counterparts; Delivery. This *Agreement* may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This *Agreement* may be delivered via facsimile or other electronic transmission with the same force and effect as if hand-delivered.







*Mc*

*PS*

~~[ACKNOWLEDGMENT OF TRUSTEE]~~

~~STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, to-wit:~~

~~I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Roger Schlossberg, personally known or whose identity satisfactorily was proven to me, who did acknowledge under the pain and penalties of perjury that: (i) he is the duly appointed, qualified and serving Trustee appointed by the Circuit Court for Washington County, Maryland in Case No. C-21-FM-20-000663; (ii) he is authorized in said fiduciary capacity to execute and deliver the foregoing *Trustee's Agreement of Sale* as his voluntary act and deed and as the voluntary act and deed of the fiduciary estate created therein for the purposes therein contained; (iii) in said fiduciary capacity as aforesaid, he executed and delivered the said document as said fiduciary's and estate's voluntary act and deed for the purposes therein contained; and (iv) the acknowledgments, representations and warranties of said fiduciary and estate as therein contained are true and correct.~~

~~WITNESS my hand and Official Notarial Seal.~~

~~\_\_\_\_\_  
Notary Public~~

~~My Commission Expires:~~

~~[ACKNOWLEDGEMENT OF PURCHASER – CHOOSE APPLICABLE FORM]~~

~~[ENTITY ACKNOWLEDGMENT]~~

~~STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, to-wit:~~

~~I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public, in and for the State and County aforesaid, personally appeared \_\_\_\_\_, personally known or whose identity satisfactorily was proven to me, who did acknowledge under the pain and penalties of perjury that: (i) he/she is duly authorized as its \_\_\_\_\_ by all required and appropriate corporate or company action of \_\_\_\_\_ (the "Entity") to execute and deliver the foregoing *Trustee's Agreement of Sale* as the voluntary act and deed of said Entity for the purposes therein contained; (ii) in said Entity capacity as aforesaid, he/she executed and delivered the said document as the voluntary act and deed of said Entity for the purposes therein contained; and (iii) the acknowledgments, representations and warranties of said Entity as therein contained are true and correct.~~

~~WITNESS my hand and Official Notarial Seal.~~

~~\_\_\_\_\_  
Notary Public~~

~~My Commission Expires:~~



*Mc*


*PS*

**EXHIBIT 1**

*ALTA Commitment for Title Insurance (8-1-16)(South Carolina)  
Schedules A, B-I and B-II*

Handwritten initials in the top right corner.

# Exhibit 1 to Trustee's Agreement of Sale

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

#### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*First American Title Insurance Company*

Kenneth E. DeGeorge, President

Lisa W. Cornsht, Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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# Exhibit 1 to Trustee's Agreement of Sale

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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# Exhibit 1 to Trustee's Agreement of Sale

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

PRO-FORMA



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# Exhibit 1 to Trustee's Agreement of Sale

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	<small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

**Transaction Identification Data for reference only:**

Issuing Agent: Coastal Title Services, Inc. Issuing Office's ALTA® Registry ID: 1032202 Commitment No.: 56036.000000.49 Property Address: 4731 Cloisters Lane, Myrtle Beach, SC 29577 Revision No.:	Issuing Office: 1000 29th Avenue North, Myrtle Beach, SC 29577 Loan ID No.: Issuing Office File No.: 56036.000000.49
---	--

**SCHEDULE A**

1. Commitment Date: 08/09/2023 at 9:00 AM
2. Policy to be issued:
  - (a) EAGLE Owner's Policy (1-1-08)  
 Proposed Insured: **TBD**  
 Proposed Policy Amount: **\$ TBD**
  - (b) EAGLE Loan Policy (1-1-08)  
 Proposed Insured:  
 Proposed Policy Amount: **\$**
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. The Title is, at the Commitment Date, vested in:  
 Roger Schlossberg, Trustee, by Judgment of Absolute Divorce dated July 12, 2023 and entered July 13, 2023 (as amended by Order Clarifying Appointment and Authority of Trustee and Granting Related Relief dated and entered July 20, 2023) entered by the Circuit Court for Washington County, Maryland in Case No. C-21-FM-20-000663 (Katrina White v. Kyle White); record title vested in Kyle A. White and Katrina Sharaye White by deed from Lennar Carolinas, LLC dated 09/25/2017 and recorded with Horry County Register of Deeds on 09/28/2017 in Book 4045, Page 3278.
5. The Land is described as follows:  
**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Coastal Title Services, Inc.,  
 1000 29th Avenue North, Myrtle Beach, SC 29577 / (843) 448-2400

By: \_\_\_\_\_  
 Authorized Signatory  
 Jon Craig Howell, Jr., License #: 69392

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.


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PS

# Exhibit 1 to Trustee's Agreement of Sale

 <b>First American Title™</b>	ALTA Commitment for Title Insurance
	<small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

Commitment File No.: 56036.000000.49

The land referred to herein below is situated in the County of Horry, State of South Carolina, and is described as follows:

SITE NO. 37, PHASE 2, of THE CLOISTERS AT MYRTLEWOOD HORIZONTAL PROPERTY REGIME, a condominium created pursuant to the South Carolina Horizontal Property Act, Section 27-31-10, et. seq., South Carolina Code of Laws (1976), as amended, and submitted by Master Deed dated June 5, 2012, and recorded June 6, 2012, in Deed Book 3588, at Page 2879, in the records of Horry County, South Carolina, together with all exhibits and amendments thereto, reference to which is craved as forming a part and parcel of these presents.

PRO FORM



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# Exhibit 1 to Trustee's Agreement of Sale

	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	

Commitment No.: 56036.000000.49

**SCHEDULE B, PART I**  
**Requirements**

All of the following Requirements must be met:


1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - A. Order, in form and content satisfactory to the Company, entered by the Circuit Court for Washington County, Maryland in Case No. 21-FM-20-000663 approving that Trustee's Agreement of Sale by and between the above named Proposed Owner Insured and Roger Schlossberg, Trustee dated the \_\_\_ day of \_\_\_, 2023 and authorizing Roger Schlossberg, Trustee to perform under the terms and conditions thereof.
  - B. Deed from Roger Schlossberg, Trustee to Proposed Owner Insured conveying the subject property set forth under Schedule A.
  - C. Mortgage from Proposed Owner Insured to \_\_\_\_\_ secured by the land described in Schedule A herein.
5. We must be furnished with a copy of SCID 3601 executed pursuant to Section 38-75-960 S. C. Code of Laws 1976, as amended, and an executed Notice of Availability of Title Insurance pursuant to S. C. Insurance Department Regulation R-69-18, Vol. 25A of S. C. Code of Laws 1976, as amended.
6. Receipt of the acknowledged First American Title Insurance Company Privacy Policy.
7. Satisfaction of Mortgage from Kyle A. White and Katrina Sharaye White to Eagle Home Mortgage, LLC dated September 25, 2017 and recorded September 26, 2017 in Mortgage Book 5922 at Page 228 in the records of Horry County, South Carolina.
8. We must be furnished with exemplified copies of the Judgment of Absolute Divorce, Order Clarifying Appointment and Authority of Trustee and Granting Related Relief, and Order Approving the Sale in the case of Katrina White, Plaintiff, v. Kyle White, Defendant, Case No. 21-FM-20-000663, in the Circuit Court for Washington County, Maryland, and said exemplified documents must be filed in the records of Horry County, South Carolina.

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# Exhibit 1 to Trustee's Agreement of Sale

 <b>First American Title™</b>	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 56036.000000.49

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown in the Public Records, but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land and not shown by the Public Records.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

**NOTE: Exceptions Numbered above will be hereby deleted upon issuance of the Loan Policy Only.**

7. Taxes and assessments for the year 2023 and subsequent years, not yet due and payable.
8. Condominium document(s) containing restrictive covenants and other provisions recorded in Deed Book 3588 at Page 2879; Deed Book 3722 at Page 2250; Deed Book 3917 at Page 2952; Deed Book 3917 at Page 2964 and Deed Book 3917 at Page 2971, in the records of Horry County, South Carolina, and any other condominium document(s) referred to in or related to those condominium document(s).


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# Exhibit 1 to Trustee's Agreement of Sale

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<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 56036.000000.49

**SCHEDULE B, PART II (Continued)**  
**Exceptions (Continued)**


9. Right of Way/Easement to Time Warner Entertainment-Advance/Newhouse Partnership recorded in Deed Book 3102 at Page 807, in the records of Horry County, South Carolina.
10. Underground Distribution Right of Way to the South Carolina Public Service Authority recorded in Deed Book 3145 at Page 869, in the records of Horry County, South Carolina.
11. Reciprocal Easement Agreement recorded in Deed Book 3265 at Page 1776, in the records of Horry County, South Carolina.
12. Assignment of Declarants Rights to Myrtlewood Cloisters Capital Partners, LLC recorded in Deed Book 3804 at Page 2369, in the records of Horry County, South Carolina.
13. Assignment of Developers Rights to Myrtlewood Capital Partners, LLC recorded in Deed Book 3698 at Page 1391, in the records of Horry County, South Carolina.
14. Assignment of Developers Rights to Coastal Capital Partners, LLC recorded in Deed Book 3698 at Page 1388, in the records of Horry County, South Carolina.
15. Distribution Right of Way to the South Carolina Public Service Authority recorded in Deed Book 3348 at Page 503, in the records of Horry County, South Carolina.
16. Utility Easement to South Carolina Electric & Gas recorded in Deed Book 3368 at Page 3281, in the records of Horry County, South Carolina.
17. Utility Easement to the City of Myrtle Beach recorded in Deed Book 3459 at Page 3292, in the records of Horry County, South Carolina.
18. Reciprocal Easement Agreement recorded in Deed Book 3265 at Page 1774, in the records of Horry County, South Carolina.
19. Easements, restrictions, covenants, rights of way, encroachments and other encumbrances set forth in a Deed from Myrtle Beach Farms Company, Inc. to Apex Homes, Inc. recorded in Deed Book 3036 at Page 65, in the records of Horry County, South Carolina.
20. Reservation of Access and Road Easements as set forth in Deeds recorded in Deed Book 3104 at Page 459; Deed Book 3104 at Page 400; Deed Book 3104 at Page 392; Deed Book 3106 at Page 299; Deed Book 3254 at Page 436; Deed Book 3179 at Page 945; Deed Book 3240 at Page 794; Deed Book 3254 at Page 426; Deed Book 3254 at Page 431 and Deed Book 3263 at Page 2025, in the records of Horry County, South Carolina.

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# Exhibit 1 to Trustee's Agreement of Sale

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 56036.000000.49

**SCHEDULE B, PART II (Continued)**  
**Exceptions (Continued)**

21. Easements of record for public/private utilities and public/private rights of way.
22. Rights of others in and to party walls affecting the Land.
23. Rights of others in and to the common areas affecting the Insured Land.
24. Rights of tenants in possession, as tenants only, under unrecorded leases.
25. Rights of the State of South Carolina and the South Carolina Coastal Council as to accretions occurring after July 1, 1977 and rights of control, as provided in Title 48, Chapter 31 and 39 (Coastal Tidelands and Wetlands Act) of the South Carolina Code of Laws, 1976, as amended.
26. Rules and Regulations for The Cloisters at Myrtlewood Homeowners' Association, Inc. recorded in Deed Book 4147 at Page 857; Deed Book 4207 at Page 2725 and Deed Book 4255 at Page 1291, in the records of Horry County, South Carolina.

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# Exhibit 1 to Trustee's Agreement of Sale



**First American Title™**

## Privacy Notice

**Notice Last Updated:** December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

# Exhibit 1 to Trustee's Agreement of Sale



First American Title™

## For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or by calling toll-free at 1-866-718-0097.

**Right to Correct.** You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097.

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or by calling toll-free at 1-866-718-0097.

**Verification Process.** For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale and Share.** We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California residents under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.

**Notice of Disclosure.** To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.

# EXHIBIT 2



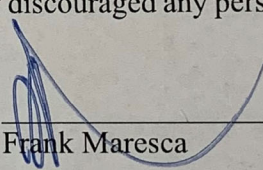
IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

KATRINA WHITE \*  
Plaintiff \*  
VS. \* CASE NO. C-21-FM-20-000663  
KYLE WHITE \*  
Defendant \*  
\* \* \*

**AFFIDAVIT OF PURCHASERS**

The undersigned, Frank Maresca and Carol Maresca (collectively, the "Purchasers"), the purchasers of the real property (the "Realty") to be sold in these proceedings, being first duly sworn, do hereby depose and state as follows:

1. In purchasing the Realty, the Purchasers were not acting as an agent for any person.
2. There are no other persons other than the Purchasers interested as principals in said purchase of the Realty.
3. The Purchasers have not directly or indirectly discouraged any person from bidding for the Realty.

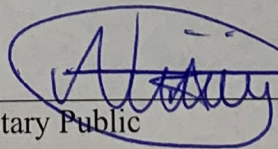
  
\_\_\_\_\_  
Frank Maresca

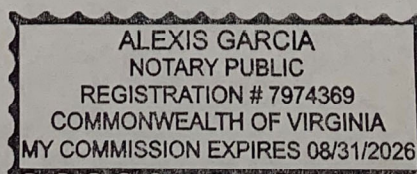
  
\_\_\_\_\_  
Carol Maresca

STATE OF VIRGINIA, LOUDOUN COUNTY, to-wit:

I HEREBY CERTIFY, that on this 3 day of October, 2023, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Frank Maresca and Carol Maresca, personally known or whose identity satisfactorily was proven to me, who did acknowledge under the pain and penalties of perjury that: (i) they executed and delivered the foregoing *Affidavit of Purchaser* as their voluntary act and deed for the purposes therein contained; and (ii) their representations and warranties as therein contained are true and correct.

WITNESS my hand and Official Notarial Seal.

My Commission Expires: 31 August, 2026   
\_\_\_\_\_  
Notary Public



# EXHIBIT 3



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Cloisters Ln > 4731 Cloisters Ln

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Owner View



### Connect with an agent

Sign in with Google ✕

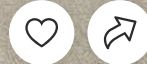
Use your Google Account to sign in to Realtor.com

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prerecorded and artificial voice, and email, from realtor.com and others about your inquiry and other home-related matters, but not as a condition of any purchase; this applies regardless of whether you check, or leave un-checked, any box above. [More...](#)

Google



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Off Market

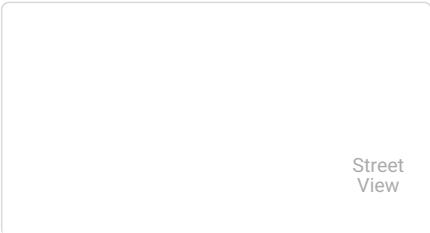


### Interested in selling your home?

Estimated home value\*

# \$398,000

[See your selling options](#)



\*Estimation is calculated based on tax assessment records, recent sale prices of comparable properties, and other factors.

4 bed 3 bath 2,020 sqft 2,614 sqft lot

4731 Cloisters Ln, Myrtle Beach, SC 29577

**Single Family**  
Property type

**2017**  
Year built

**\$207K in 2017**  
Last sold

**\$102**  
Price per sqft

[Share this home](#)

[Edit Facts](#)

**NATIONWIDE** [Start Working With a Long-Distance Mover](#)  
MOVING SERVICES

### List 4731 Cloisters Ln with a top agent


Compare SC agent fees, save up to **\$3,311** with **UpNest** by Realtor.com® ⓘ

<p><b>Abe Safa</b>  English, Arabic Sold in the area: <b>115</b> Experience: <b>8 years</b></p> <p><a href="#">View proposal</a></p> <p>Century 21 The Ha... #25309</p>	<p><b>Ryan Korros</b> Sold in the area: <b>123</b> Experience: <b>19 year</b></p> <p><a href="#">View proposal</a></p> <p>Re/Max Southern ... #44100</p>	<p><b>Jeff Casterline</b> Sold in the area: <b>78</b> Experience: <b>19 year</b></p> <p><a href="#">View proposal</a></p> <p>BRG Real Estate #47037</p>	<p><b>Frank Causey</b> Sold in the area: <b>55</b> Experience: <b>16 year</b></p> <p><a href="#">View proposal</a></p> <p>Realty One Group ... #67346</p>
---	--	---	---

**N/A**  
Nearby value comparison ⓘ

**\$191K**  
↑ Since last sold in 2017 ⓘ

**N/A**  
Median rent for nearby properties ⓘ



## Get your home value updates

Claim your home and get an email whenever there's an update to your home value.

[I'm the owner, send me updates](#)

### Property Details

#### Property Features

##### Room description

- Total bath(s): 3
- Total full bath(s): 3
- Total rooms: 7

[SEE MORE](#) ▾

Find out more about this property.

[Contact agent](#)

#### Local home services

Advertisement

#### Financial Services

US Military & Veterans \$75,000 Home Giveaway. See Off. Rules

[ENTER NOW](#)

PRESENTED BY

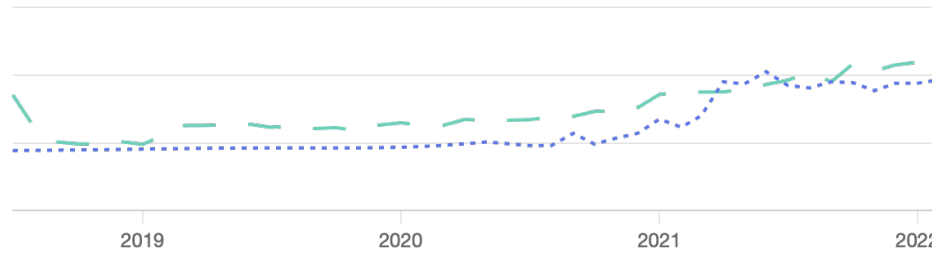
### RealEstate<sup>SM</sup> NEW

July 2023

Valuation provider

Estimate


Collateral Analytics	\$398,000
Quantarium	\$366,922



[SHOW CHART SUMMARY](#) ▾

The estimate(s) shown, which come from one or more automated valuation model providers independent of Realtor.com®, represent information that may provide a helpful starting point for discussions with a real estate agent.

[Learn about RealEstimate<sup>SM</sup> data](#)



### Find out how much home equity you can use

If you're looking to fund a home renovation project or a down payment on a new place, the equity in your home could help. Connect with a lender to see if you qualify.


[Connect with a lender](#)

[Latest home equity rates](#)

[Advertising disclosure](#)


[Home](#) **Similar Homes For Sale Near Myrtle Beach, SC** [Up](#)

Comparison of 4731 Cloisters Ln, Myrtle Beach, SC 29577 with Nearby Homes:



**\$425,000**

**3 bed 2.5 bath 1,591 sqft**  
4728 Seclusion Ln



**\$647,000**

**4 bed 2.5 bath 3,030 sqft**  
4401 Green Bay Trl

**Interested in any of these homes?**

Have a local agent show you around.

Contact agent

 **Property History**



**Price History**

Date	Event	Price	Price/Sq Ft	Source
09/26/2017	Sold	\$206,970	\$102	Public Record
10/31/2016	Sold	\$1,232,000	\$610	Public Record
03/10/2015	Sold	\$810,000	\$401	Public Record
05/06/2010	Sold	\$4,000,000	\$1,980	Public Record

**Tax History**

Year	Taxes	Land		Additions		Total assessments
2020	\$3,234	\$36,690	+	\$172,400	=	\$209,090
2019	\$3,234	\$36,690	+	\$172,400	=	\$209,090
2018	\$3,202	\$41,130	+	\$159,600	=	\$200,730

2017	\$649	\$41,130	+	-	=	\$41,130
2015	\$642	\$41,130	+	-	=	\$41,130
2015	\$642	\$41,130	+	-	=	\$41,130
2014	\$624	\$41,100	+	-	=	\$41,100


[SEE MORE](#) ▾

 **Schools** ^

**Nearby Schools**    Elementary    Middle    High    Private


Rating	School Name	Grades	Type	Students	Reviews	Distance
<b>6/10</b>	Myrtle Beach High School	9 - 12	Public	1484	★ ★ ★ ★ ☆ 5 reviews	1.1 mi
<b>6/10</b>	Myrtle Beach Middle School	6 - 8	Public	1124	★ ★ ★ ★ ☆ 4 reviews	1.5 mi
<b>4/10</b>	Myrtle Beach Elementary School	2 - 3	Public	621	★ ★ ★ ★ ★ 4 reviews	1.4 mi

School data provided by National Center for Education Statistics, Pitney Bowes, and GreatSchools Independent for reference only. GreatSchool Ratings compare a school's test performance to statewide results. To verify enrollment eligibility, contact the school or district directly.

 **Neighborhood** Noise, Commute ^

**Facts about 4731 Cloisters Ln**

In the [Myrtlewood neighborhood](#) of [Myrtle Beach, SC](#)

 Commute time: [Add a commute](#)

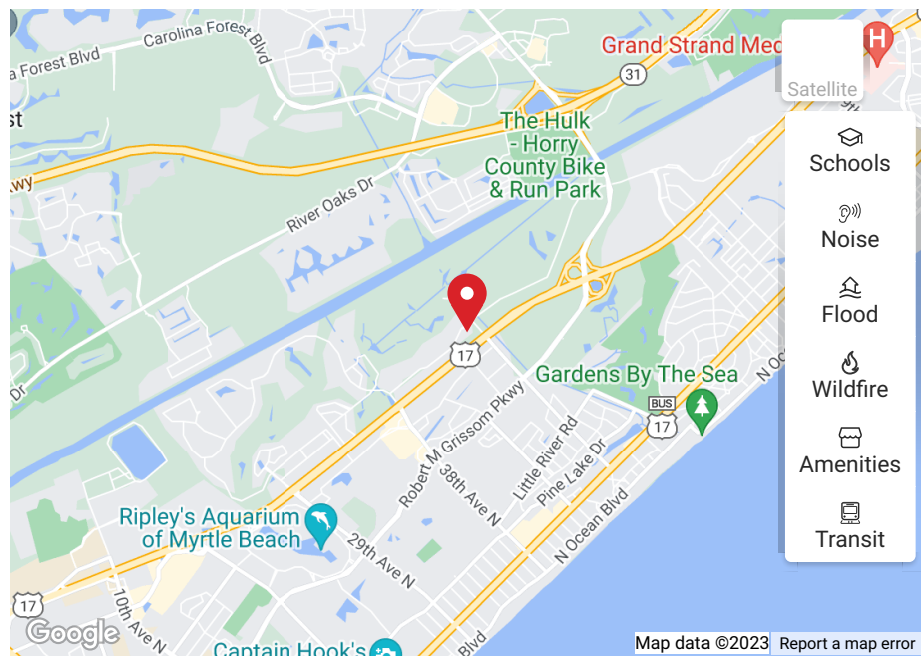




Noise Level: **Medium** ⓘ

This home has a medium noise level for the surrounding area

### Explore Schools, Safety, and Lifestyle around 4731 Cloisters Ln



Checkout other home values in [Cloisters Ln, Myrtle Beach, SC.](#)

N/A	N/A	N/A	N/A
Median Listing Price	Median Sales Price	Median Days on Market	Median Price Per Sq Ft

#### Nearby Neighborhoods in Myrtle Beach, SC

##### [South Myrtle Beach](#)

Median listing: \$155,000

##### [Ocean Lakes](#)

Median listing: \$302,450

##### [Arcadian Shores](#)

Median listing: \$314,000

##### [Windy Hill Beach](#)

Median listing: \$380,000


[Ask an agent](#)

Popular searches in Myrtle Beach include: [Price Reduced](#), [New Construction](#), [Virtual Tours](#), [New Listings](#), [Single Story](#), [Central Air](#), [Basement](#), [Swimming Pool](#), [Waterfront](#), [Ocean View](#), [Lake View](#), [Garage 1 Or More](#), [Garage 2 Or More](#), [Garage 3 Or More](#), [Rv Or Boat Parking](#), [Big Lot](#), [Big Yard](#), [Boat Dock](#), [Dual Master Bedroom](#), [Efficient](#), [Single Family Homes Myrtle Beach](#), [Condos Myrtle Beach](#), [Townhomes Myrtle Beach](#), [Multi-Family Homes Myrtle Beach](#), [Mfd/Mobile Homes Myrtle Beach](#), [Lands Myrtle Beach](#), [New Constructions Myrtle Beach](#), [Newest Listings Myrtle Beach](#), [Recently Sold Homes Myrtle Beach](#)

Address	RealEstimate <sup>SM</sup> data	Bed	Bath	Sq Ft	Lot (Sq Ft)
This Home: 4731 Cloisters Ln	\$398,000	4	3	2020	2614
<a href="#">4728 Seclusion Ln, Myrtle Beach, SC 29577</a>	\$425,000	3	2.5	1591	2614
<a href="#">4723 Cloisters Ln, Myrtle Beach, SC 29577</a>	\$391,800	4	3	1877	2614
<a href="#">4718 Cloister Ln Cloisters Ln Unit 4718, Myrtle Beach, SC 29577</a>	\$365,000	3	2.5	1650	3485
<a href="#">4721 Seclusion Ln, Myrtle Beach, SC 29577</a>	\$548,500	3	2.5	1656	4356
<a href="#">4715 Cloisters Ln, Myrtle Beach, SC 29577</a>	\$1,806,300	4	2	1877	2614

 **Environmental Risk** Flood, Wildfire



 **Flood**  
**Factor™: Minimal**  
 This property's flood risk is not changing.

**LEARN MORE** ▶

 **Fire**  
**Factor™: Moderate**  
 This property's wildfire risk is increasing.

**LEARN MORE** ▶

Environmental risk data is provided by Risk Factor™, a product of First Street Foundation®. The Risk Factor models are designed to approximate risk and not intended to include all possible scenarios.

## Learn more about 4731 Cloisters Ln

### Connect with an agent

 Full Name

 Email

 Phone

Are you selling or buying? ▼

Connect

By proceeding, you consent to receive calls and texts at the number you provided, including marketing by autodialer and prerecorded and artificial voice, and email, from realtor.com and [others](#) about your inquiry and other home-related matters, but not as a condition of any purchase; this applies regardless of whether you check, or leave un-checked, any box above.


[More..](#)



No property image

### Homes Around \$398,000


FOR SALE



**\$425,000**

3 bed 2.5 bath 1,591 sqft  
4728 Seclusion Ln


FOR SALE



**\$375,000**

3 bed 2 bath 1,400 sqft  
4811 Orchid Way Apt 101


FOR SALE



**\$359,900**

2 bed 2 bath 1,536 sqft  
995 Cayman Ct Park Unit The

NEW




**\$435,000**

2 bed 2 bath 1,512 sqft  
966 Courtyard Dr Park Unit


### Recently Sold Homes Near 4731 Cloisters Ln

SOLD



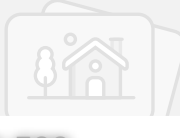
4 bed 2 bath 1,877 sqft  
4715 Cloisters Ln

SOLD



1 bed 1.5 bath 765 sqft  
4785 Wild Iris Dr # 3-302

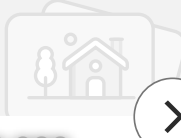
SOLD



**\$231,500**

2 bed 2 bath 1,151 sqft  
4787 Wild Iris Dr Apt 203

SOLD




**\$269,900**

2 bed 2 bath 992 sqft  
4789 Wild Iris Dr Apt 301

### Nearby Homes with Pools around 29577


FOR SALE



**\$1,525,000**

5 bed 3.5 bath 3,800 sqft  
249 Avenue of the Palms on t...


FOR SALE



**\$849,900**

6 bed 3.5 bath 6,000 sqft  
2055 Hideaway Point on the ...


FOR SALE



**\$865,000**

4 bed 4.5 bath 3,388 sqft  
922 Bluffview Dr

FOR SALE



**\$1,890,000**

5 bed 5 bath 4,162 sqft  
340 W Palm Dr



# Editor's Picks

Trends



Foreclosures in the U.S. Are Rising: The 10 Cities Where...

Trends



Mortgage Rates Just Dropped, but Will They Stay Down for...

Reality TV



Christina Hall Unveils a Very Special Place in Her Own Hom...

Unique Homes



Singin' in the Rental: Lea Debbie Reynolds' Childh

## Additional Information About 4731 Cloisters Ln, Myrtle Beach, SC 29577

See 4731 Cloisters Ln, Myrtle Beach, SC 29577, a single family home located in the Myrtlewood neighborhood. View property details, similar homes, and the nearby school and neighborhood information. Use our heat map to find crime, amenities, and lifestyle data for 4731 Cloisters Ln.

The property-related information displayed on this page is obtained from public records and other sources. While such information is thought to be reliable, it is not guaranteed and should be independently verified. Properties labeled Not for Sale are classified as such either because we do not have a record of such properties currently being for sale or because we are not permitted, by contract, law, or otherwise, to designate such properties as currently for sale. For the most accurate and up to date status of this or any other property, please contact a REALTOR®.

### Nearby Cities

- [Myrtle Beach Homes for Sale](#)
- [North Myrtle Beach Homes for Sale](#)
- [Cherry Grove Homes for Sale](#)

[SEE MORE](#) ▾

### Nearby ZIPs

- [29577 Homes for Sale](#)
- [29579 Homes for Sale](#)
- [29572 Homes for Sale](#)

[SEE MORE](#) ▾

### Nearby Neighborhoods

- [South Myrtle Beach Homes for Sale](#)
- [Arcadian Shores Homes for Sale](#)
- [Ocean Lakes Homes for Sale](#)

[SEE MORE](#) ▾



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1-844-759-7732

Buy ▾

Rent ▾

Sell ▾

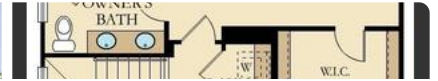
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← Search

Overview

Property details

Sale & tax history

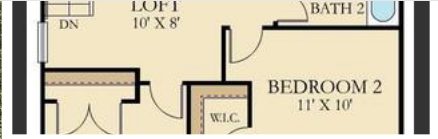
Public Facts

Schools

♥ Favorite

✎ Edit Facts

➦ Share



LAST SOLD ON SEP 26, 2017 FOR \$206,970

4731 Cloister Ln, Myrtle Beach, SC 29577

**\$418,007**  
Redfin Estimate

**4**  
Beds

**3**  
Baths

**1,831**  
Sq Ft



### Is this your home?

Track this home's value and nearby sales activity

I own 4731 Cloister Ln

Sell your home for more, pay a 1% listing fee when you sell and buy

Estimated Sale Price  
**\$398,000 – \$473,000**

Schedule a selling consultation

It's free, with no obligation — cancel anytime

OR

### Request a free analysis

Get a Redfin Sales Advisor's opinion on your home's value and the state of the Myrtle Beach market

## About this home

The Cloisters at Myrtlewood – Laid back Cottage Living in Myrtle Beach! Less than a mile from beautiful beaches and just around the corner from Broadway at the Beach shopping, dining, family fun, and nightlife. The Cloisters at Myrtlewood offers the best of quintessential beach

Show more ▾

Listed by Charity Price • Lennar Carolinas LLC • 843-839-3822 (broker) • ashley.hanna@lennar.com (broker)  
Bought with Charity Price • Lennar Carolinas LLC • 843-839-3822 (broker) • ashley.hanna@lennar.com (broker)  
Redfin checked: 1 minute ago (July 24, 2023 at 11:55am) • Source: CCAR #1725204

## Home facts

Property Type	Residential, Detached
HOA Dues	\$110/month
Year Built	2017
Style	Raised Beach
Community	The Cloisters at Myrtlewood

### Price insights

Redfin Estimate	\$418,007
Price/Sq.Ft.	\$228
Buyer's Agent Commission	3%

### Redfin Estimate for 4731 Cloister Ln

[Edit home facts](#) to improve accuracy.

[Create an Owner Estimate](#)

# \$418,007

[Track this estimate](#)

+\$211K since sold in 2017 • Last updated 07/24/2023 8:56 am

[Show estimate history](#) ▾

Redfin Estimate based on recent home sales. ⓘ

OFF MARKET


**Unknown** Last Sold Price A

4 Beds 2 Baths 1,877 Sq. Ft.  
4715 Cloisters Ln, Myrtle Beach, SC 29577

Source: Public Records

+ \$1/sq ft

SOLD BY REDFIN MAY 19, 2023  
3D WALKTHROUGH



**\$419,000** Sold Price B

3 Beds 2.5 Baths 1,656 Sq. Ft.  
4705 Seclusion Ln, Myrtle Beach, SC 29577

+ \$25/sq ft

↑ 1 year newer

[See comparables on map](#) ▾

### Ask Redfin agent Christine a question



**Christine Lefont**

Myrtle Beach Redfin Agent

Christine Lefont typically replies in about **17 minutes**







Interested in this home?

[I'd like more home details.](#) [I'm interested in buying.](#) [Is this a good time to sell?](#)



[Ask a question](#) Text or call **(843) 825-1749**

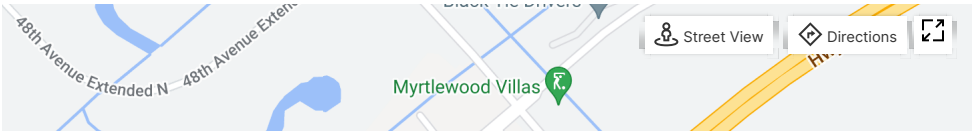
Advertisement [Report ad](#)

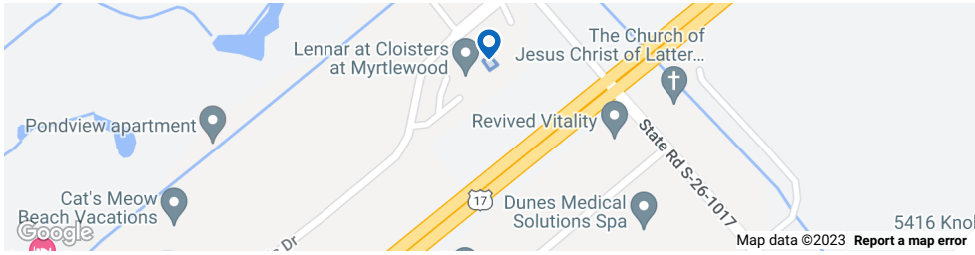
### Homeowner Tools

-  **Edit home facts**  
Review property details and add renovations.
-  **Manage photos**  
Update home photos or make them private.
-  **Create an Owner Estimate**  
Select recent home sales to estimate your home's value.
-  **View Owner Dashboard**  
Track your estimate and nearby sale activity.

### Additional resources

-  **Electricity and solar**  
View estimated energy costs and solar savings for this home
-  **Internet**  
View Internet plans and providers available for this home





Advertisement

[Report ad](#)

## Rental Estimate for 4731 Cloister Ln

# \$2,600 / mo

Rental estimate based on recent rentals. ⓘ

[View more rentals](#)

<p><b>\$2,500/mo</b></p> <p>2 Beds 2 Baths 1,038 Sq. Ft. 5200 N Ocean Blvd #1436, Myrtle Beach, SC 29577</p> <p>Condo</p> <p><b>A</b></p>	<p><b>\$2,550/mo</b></p> <p>4 Beds 3 Baths — Sq. Ft. 825 Ashleaf Dr, Myrtle Beach, SC 29579</p> <p>House</p> <p><b>B</b></p>
---	--

[See comparables on map](#) ▾

## Property details for 4731 Cloister Ln

### Parking

### Garage/Carport Information

- Has Garage

- # of Garage Spaces: 1

**Parking**

- Features: Attached, Garage, One Space, Garage Door Opener
- # of Parking (Total): 2

**Interior****Bathroom Information**

- # of Full Bathrooms: 3

**Room 1 Information**

- Bedroom 2
- Dimensions: 11 x 10

**Room 2 Information**

- Bedroom 1
- Dimensions: 11 x 11

**Room 3 Information**

- Other
- Features: Loft

**Room 4 Information**

- Master Bedroom
- Dimensions: 18 x 12

**Room 5 Information**

- Master Bedroom
- Features: Walk-In Closet(s)

**Room 6 Information**

- Master Bathroom
- Features: Double Vanity, Separate Shower

**Room 7 Information**

- Kitchen
- Features: Breakfast Bar, Pantry, Solid Surface Counters

**Room 8 Information**

- Great Room
- Dimensions: 12 x 14

**Room 9 Information**

- Dining Room
- Dimensions: 11 x 9

**Room 10 Information**

- Dining Room
- Features: Kitchen/Dining Combo

**Room 11 Information**

- Bedroom 3
- Dimensions: 11 x 10

**Laundry Information**

- Features: Washer Hookup

**Equipment**

- Appliances: Dishwasher, Disposal, Microwave, Range

**Interior Features**

- Flooring: Carpet, Laminate, Tile
- Other Features: Breakfast Bar, Loft, Solid Surface Counters

## Exterior

### Building Information

- New Construction
- Construction Details: HardiPlank Type

### Exterior Features

- Exterior Features: Patio
- Patio And Porch Features: Patio
- Security Features: Smoke Detector(s)

### Lot Information

- Lot Features: Near Golf Course
- Zoning: RES

### Property Information

- Foundation Details: Slab
- Development Status: New Construction
- Never Occupied

## Utilities

### Utility Information

- Utilities: Cable Available, Electricity Available, Natural Gas Available, Phone Available, Sewer Available, Underground Utilities, Water Available
- Water Source: Public

### Heating & Cooling

- Has Cooling
- Cooling: Central Air
- Has Heating
- Heating: Electric, Gas

## Location

### HOA Information

- Association Fee: \$110
- Association Fee Frequency: Monthly
- Association Fee Includes: Maintenance Grounds
- Association Amenities: Owner Allowed Golf Cart, Owner Allowed Motorcycle, Tenant Allowed Golf Cart, Tenant Allowed Motorcycle

### School

- Elementary School: Myrtle Beach Elementary School
- Middle Or Junior School: Myrtle Beach Middle School
- High School: Myrtle Beach High School

### Community Information

- Community Features: Golf Carts OK, Golf, Long Term Rental Allowed, Short Term Rental Allowed

Property information provided by CCAR when last listed in 2017. This data may not match [public records](#). [Learn more.](#)

## Sale and tax history for 4731 Cloister Ln

**Sale History** Tax History

### Today

Sep 26, 2017 <small>Date</small>	Sold (MLS) <small>CCAR #1725204</small>	\$206,970 <small>Price</small>
Jul 2, 2017 <small>Date</small>	Listed <small>CCAR #1725204</small>	\$206,970 <small>Price</small>

### Oct 2016, Sold for \$1,232,000

Oct 31, 2016 <small>Date</small>	Sold (Public Records) This was part of a multi-property sale. <small>Public Records</small>	\$1,232,000 (29.0%/yr) <small>Price</small>
-------------------------------------	---	--

[See all property history](#) ▾

## Public facts and zoning for 4731 Cloister Ln

Beds	4
Baths	3
Sq. Ft.	2,020
Stories	2
Lot Size	2,614 Sq. Ft.
Style	Single Family Residential
Year Built	2017
Year Renovated	2017
County	Horry County
APN	42011020032

Home facts updated by county records on Jul 6, 2023.

### Additional resources





**Zoning**

RMV | Permitted: Single-Family, Two-Family, Multi-Family, Commercial



### Sale proceeds

Home sale price ⓘ

\$418,007



Outstanding mortgage ⓘ

\$147,000



**Selling with  
traditional  
agent**

**Selling with  
Redfin agent**

Your total sale proceeds

\$240,749

+ \$6,270

\$247,019

Seller agent commission

3% (\$12,540)

1.5% (\$6,270)

**Compare agent services**



**Show taxes and fees**



**Get \$6,270 more selling your home with a Redfin agent**

Schedule a selling consultation

Advertisement

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### Schools

GreatSchools Summary Rating

-/10	<b>Myrtle Beach Primary School</b> Public, PreK-1 • Serves this home • 1.5mi	>
-/10	<b>Myrtle Beach Elementary School</b> Public, 2-3 • Serves this home • 1.4mi	>
-/10	<b>Myrtle Beach Middle School</b> Public, 6-8 • Serves this home • 1.1mi	>
6/10	<b>Myrtle Beach High School</b> Public, 9-12 • Serves this home • 1.3mi	>


School data is provided by GreatSchools, a nonprofit organization. Redfin recommends buyers and renters use GreatSchools information and ratings as a first step, and conduct their own investigation to determine their desired schools or school districts, including by contacting and visiting the schools themselves.


Redfin does not endorse or guarantee this information. School service boundaries are intended to be used as a reference only; they may change and are not guaranteed to be accurate. To verify school enrollment eligibility, contact the school district directly.

## Around this home

[Redfin](#) > [South Carolina](#) > [Horry County](#) > [29577](#)

### Transportation near 4731 Cloister Ln


 **21**/<sub>100</sub>  
Car-dependent  
Walk Score®


 **48**/<sub>100</sub>  
Somewhat bikeable  
Bike Score®


## Climate risks

### About climate risks

Most homes have some risk of natural disasters, and may be impacted by climate change due to rising temperatures and sea levels.

 **Flood Factor**  
We're working on getting current and accurate flood risk information for this home.

 **Fire Factor**  
We're working on getting current and accurate fire risk information for this home.

 **Heat Factor**  
We're working on getting current and accurate heat risk information for this home.

**ClimateCheck** ⓘ

**Storm risk - very high**  
21 storms expected in 2050 >

**Drought risk - moderate**  
Water stress expected to be 10% in 2050 >

Climate risk data is provided for informational purposes only. If you have questions or feedback about this data, get help at [riskfactor.com](http://riskfactor.com) and [climatecheck.com](http://climatecheck.com).

Redfin does not endorse nor guarantee this information. By providing this information, Redfin and its agents are not providing advice or guidance on flood risk, flood insurance, or other climate risks. Redfin strongly recommends that consumers independently investigate the property's climate risks to their own personal satisfaction.

## Real estate market insights for 4731 Cloister Ln

### Single-Family Home sales (last 30 days)

**Myrtlewood** Neighborhood

<b>\$757K</b> Median list price	<b>61</b> Median days on mkt.	<b>10</b> # listed homes
<b>\$232</b> Median \$ / sq. ft.	<b>93.8%</b> Median sale-to-list	<b>4</b> # sold homes

### Single Family Homes trends in Myrtlewood

Median Sale Price

# of Homes Sold

Median Days on Market

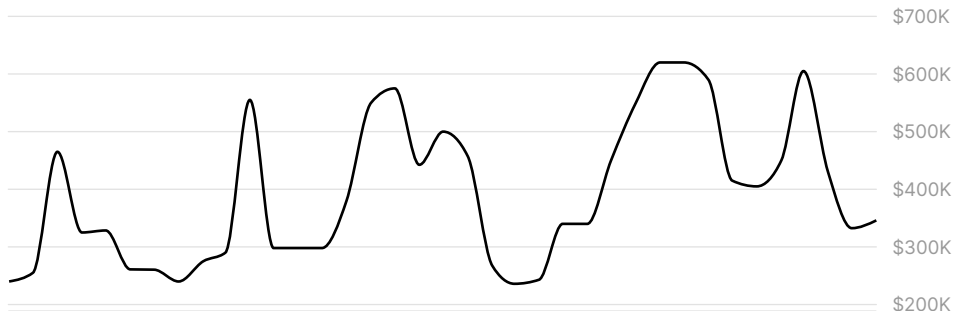
Single Family Homes ▾

**Median Sale Price** (Single Family Homes)

**\$346,000**

+1.8% YoY | Jun 2023

1 year **3 year** 5 year



2021

2022

2023

Based on Redfin calculations of home data from MLS and/or public records.



Location	Data Jun 2023	Growth % YoY
Myrtlewood	<b>\$346,000</b>	+1.8%

### See more market trends in Myrtlewood

#### Market competition in Myrtlewood

Calculated over the last 3 months

**28** Not Very Competitive  
Redfin Compete Score™ ⓘ

0 100

- Multiple offers are rare.
- The average homes sell for about **3%** below list price and go pending in around **52 days**.
- Hot homes can sell for about **1%** below list price and go pending in around **35 days**.

#### Compare to nearby neighborhoods ▼

### Nearby similar homes

Homes similar to 4731 Cloister Ln are listed between \$35K to \$3M at an average of \$235 per square foot.

**\$35,000**  
— Beds — Baths 210 Sq. Ft.  
4815 Orchid Way Unit 4815 - B, Myrtle Beach, SC 29577  
(843) 913-4800

**\$38,000**  
— Beds — Baths 322 Sq. Ft.  
4889 Magnolia Point Ln Unit 30-A, Myrtle Beach, SC 29577  
(843) 443-9400

**\$39,000**  
— Beds — Baths 322 Sq. Ft.  
4889 Magnolia Pointe Ln Unit 30-D, Myrtle Beach, SC 29577  
(843) 913-4800

**\$45,000**  
— Beds — Baths 312 Sq. Ft.  
4886 Luster Leaf Cir Unit 38-E, Myrtle Beach, SC 29577  
(843) 357-9444

**READY TO BUILD**  
**\$525,990+**  
2 Beds 2 Baths 1,858 Sq. Ft.  
Summerwood, Myrtle Beach, SC 29572

**\$998,000**  
5 Beds 3.5 Baths 4,268 Sq. Ft.  
3754 Annandale Dr, Myrtle Beach, SC 29577  
(843) 839-0200

[View more homes](#)

### Nearby recently sold homes

Nearby homes similar to 4731 Cloister Ln have recently sold between \$405K to \$2M at an average of \$275 per square foot.



<p>SOLD APR 4, 2023</p> <p><b>\$405,000</b> Last Sold Price</p> <p>3 Beds 2.5 Baths 1,497 Sq. Ft. 4746 Cloister Ln, Myrtle Beach, SC 29577 (843) 280-1232</p>	<p>SOLD JUN 5, 2023 VIDEO TOUR</p> <p><b>\$882,000</b> Last Sold Price</p> <p>5 Beds 4 Baths 3,296 Sq. Ft. 925 Bluffview Dr, Myrtle Beach, SC 29579 (843) 449-2121</p>	<p>SOLD MAR 10, 2023 3D WALKTHROUGH</p> <p><b>\$520,000</b> Last Sold Price</p> <p>3 Beds 2.5 Baths 2,308 Sq. Ft. 970 Crystal Water Way, Myrtle Beach, SC 29579 (843) 999-0119</p>
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[View more recently sold homes](#)

## Home values near 4731 Cloister Ln

Data from public records.

Show more 

## More real estate resources

New Listings in 29577

Nearby Cities

Neighborhoods

Zip Codes

Popular Searches

1200 N Ocean Blvd #906  
1205 S Ocean Blvd #50404  
1501 S Ocean Blvd #811  
KENSINGTON  
17 Century St #17

815 Rogers Dr  
4811 Magnolia Lake Dr #103  
2000 Greens Blvd Unit 24C  
2401 S Ocean Blvd #869  
3000 N Ocean Blvd #1423

All 29577 New Listings

## Frequently asked questions for 4731 Cloister Ln

What is 4731 Cloister Ln? 

How competitive is the market for this home? 

How many photos are available for this home? 

What comparable homes are near this home? 

How much is this home worth? 

What's the full address of this home? 

When was this home built and last sold? 

What's the housing market like in Myrtlewood? 

What is the rental estimate for this home? 

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## Home value



Zestimate

**\$360,000**

20 hours ago



**\$300,000**  
3 bds 3 ba 1,373 sqft - House for sale  
400 Terrace View Ct, Myrtle Beach, SC 29579  
REALTY ONE GROUP DOCKSIDE

23 hours ago



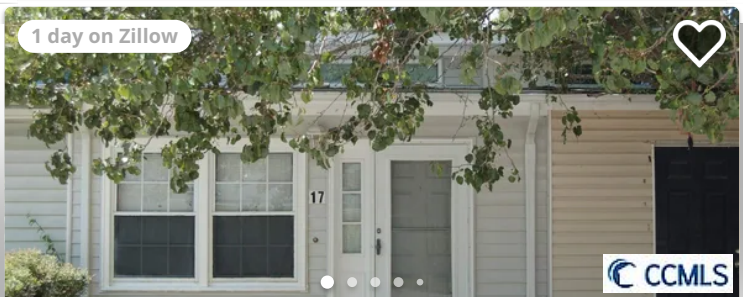
**\$124,900**  
2 bds 1 ba 730 sqft - Home for sale  
613 5th Ave S, Myrtle Beach, SC 29577  
ASSOCIATED PEARL REAL ESTATE

1 day on Zillow



**\$375,000**  
3 bds 2 ba 1,388 sqft - Condo for sale  
7601 Porcher Dr APT 1, Myrtle Beach, SC 29572  
RE/MAX SOUTHERN SHORES

1 day on Zillow



**\$135,000**  
2 bds 2 ba 864 sqft - Townhouse for sale  
17 Century St UNIT 17, Myrtle Beach, SC 29577



EXIT COASTAL REAL ESTATE PROS

Open: M: 10:00 AM-6:00 ...



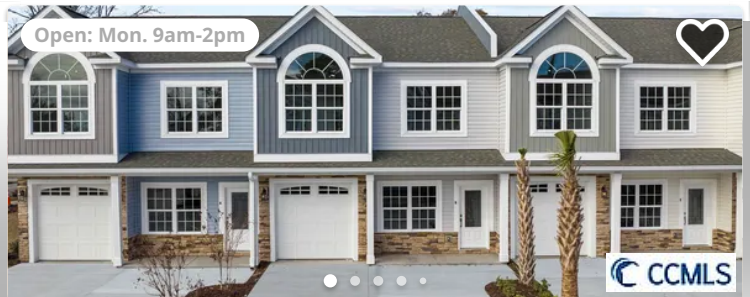
**\$327,990+**

3 bds 2 ba 1,475 sqft - New construction

KERRY Plan, Village Oaks

D.R. Horton - Myrtle Beach

Open: Mon. 9am-2pm



**\$364,900**

3 bds 3 ba 1,364 sqft - New construction

900 62nd Ave N #A, Myrtle Beach, SC 29572

WEICHERT REALTORS CF



# EXHIBIT 4

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

KATRINA WHITE  
Plaintiff

\*

v.

Case No. C-21-FM-20-000663

\*

\*

KYLE WHITE  
Defendant

\*

\* \* \*

**ORDER TO SHOW CAUSE WHY RELIEF SOUGHT IN  
TRUSTEE’S REPORT OF SALE AND VERIFIED MOTION FOR APPROVAL OF  
SALE OF PROPERTY AND FOR RELATED RELIEF SHOULD NOT BE GRANTED**

The above-captioned matter came before the Court this date upon the *Trustee’s Report of Sale and Verified Motion for Approval of Sale of Property and for Related Relief* (the “*Sale Motion*”) filed by Roger Schlossberg, the Trustee heretofore appointed and serving with respect to that improved real property located at 4731 Cloisters Lane, Myrtle Beach, South Carolina 29577 (the “*Realty*”) jointly-owned by the Plaintiff Katrina White (the “*Plaintiff*”) and the Defendant Kyle White (the “*Defendant*”). Said *Sale Motion* seeks approval and authority from this Court for the Trustee’s sale of the Realty to Frank Maresca and Carol Maresca (collectively, the “*Purchasers*”) at that purchase price, upon those terms and subject to those conditions set forth in that *Sale Agreement*<sup>1</sup> attached to the *Sale Motion* as Exhibit 1. Further, said *Sale Motion* includes a proposed procedure for the Court’s consideration of the *Sale Motion* including any Exceptions filed in response thereto and any higher and/or better offers advanced for the purchase of the Realty.

Upon careful consideration of the *Sale Motion*, and it appearing that the procedures proposed by the Trustee therein are consistent with the provisions of his appointment by the

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<sup>1</sup> Unless expressly defined herein to the contrary, those capitalized terms appearing herein which are defined in the *Sale Motion* have that same meaning in this *Order* as provided in the *Sale Motion*.

*Appointment Order*”), and that said proposed procedures are consistent with and satisfy all substantive and procedural requirements established under the provisions of Title 14, Chapter 300 of the Maryland Rules of Procedure for the sale of the Realty, and it further appearing that the entry of the instant Order will advance the Court’s consideration of the *Sale Motion* to the ultimate end of a timely sale and disposition of the Realty for the benefit of all parties in interest herein, it is therefore this \_\_\_ day of October, 2023, by the Circuit Court for Washington County, Maryland,

ORDERED that, within five (5) days of entry of the instant Order, the Trustee forthwith shall cause a copy of this *Order*, together with a copy of the *Sale Motion* and all Exhibits thereto, to be served upon the Defendant: (i) by first-class mail, postage prepaid, to the Defendant at his last-reported address as appears on the docket of these proceedings; (ii) in deference to the requirements of due process and in recognition of said Defendant’s *de facto* status as an unrepresented party, by email directed to the Defendant at his last-known email address of [kawhite@myactv.net](mailto:kawhite@myactv.net) as provided by the Defendant to the Trustee and previously utilized by them in prior communications during the pendency of these proceedings;<sup>2</sup> and it is further

ORDERED that following such service, the Trustee shall cause a *Certificate* attesting to such service promptly to be filed herein; and it is further

ORDERED that in a further abundance of caution in deference to the requirements of due process, the Trustee shall cause a copy of the instant *Order* (without copies of the *Sale Motion* and all exhibits thereto) to be published as a Legal Notice in a newspaper of general circulation in Washington County, Maryland once each week for a period of three successive weeks with the first insertion thereof being made not later than ten (10) days following entry of this Order; and it is further

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<sup>2</sup> As the Plaintiff is represented by counsel, service upon the Plaintiff shall be complete upon electronic service upon her counsel via MDEC.

ORDERED that following such publication, the Trustee shall cause a Publisher's Certificate attesting to such publication promptly to be filed herein; and it is further

ORDERED that not later than the date (the "Deadline") which is the later of: (i) thirty (30) days after the date of entry of the instant *Show Cause Order*; or (ii) November 3, 2023 – the Defendant shall SHOW CAUSE, if any she has, by the filing of an objection or other opposition (collectively, an "Exception") why: (i) the Trustee's proposed sale of the Realty at such price and upon such terms and conditions as described in the *Sale Motion* should not be approved; and (ii) the *Sale Motion* should not be granted. Any such Exception shall include: (i) the express legal and factual grounds upon which such Exception is based with supporting statutory and case law authority for any such legal grounds; and (ii) affidavit or other sworn support for all such factual grounds; and it is further

ORDERED that not later than the Deadline, any persons (each an "H&B Offeror") desiring to advance higher and/or better offers ("H&B Offers") for the purchase of the Realty shall cause such H&B Offers to be delivered to and received by the Trustee at: (i) his offices located at the Rider Jet Center, 18421 Henson Boulevard, Suite 201, Hagerstown, Maryland 21742; and (ii) via email to [rschlossberg@schlosslaw.com](mailto:rschlossberg@schlosslaw.com). Such H&B Offers must be made in substantially the same form as that of the *Sale Agreement* as is attached to the *Sale Motion* as Exhibit 1 with all proposed revisions thereto by any H&B Offeror "marked-up" and highlighted to distinguish the same; which said revisions must include provision for payment in immediately available funds to the Trustee in the amount of the purchase price proposed therefor to be paid by the H&B Offeror in response to that purchase price proposed in the *Sale Motion* to be paid by the Purchasers. Further, any such H&B Offers must be accompanied by: (i) a deposit in immediately available funds payable to the Trustee in an amount not less than the \$20,000.00 Purchase Deposit paid by the Purchasers under

the *Sale Agreement*; and (ii) evidence satisfactory to the Trustee of the financial ability of the H&B Offeror to close upon said H&B Offer; and (iii) an acknowledgement (an “*Acknowledgment*”) in form acceptable to the Trustee that in the event that said H&B Offer is not approved by the order of this Court determining the same to be the successful highest and/or best offer for the purchase of the Realty (the “*Approval Order*”), such H&B Offer nonetheless shall be irrevocable as a binding back-up bid until the earlier to occur of: (a) consummation of closing on the offer which is the subject of the *Approval Order*; or (b) the expiration of forty-five (45) days following entry by this Court of such *Approval Order*; and it is further

ORDERED that following the expiration of the Deadline, the Trustee shall review all H&B Offers received by him and shall determine, in the exercise of his fiduciary judgment and discretion, which, if any, of said H&B Offers are “Qualified H&B Offers”. For the purpose of that determination, a Qualified H&B Offer shall be an H&B Offer for the Realty timely received by the Trustee and determined by the Trustee to be: (i) higher and/or better than the offer of the Purchasers for the Realty embodied in the *Sale Agreement*; (ii) accompanied by payment of a deposit in immediately available funds in an amount not less than the Purchase Deposit of \$20,000.00; (iii) accompanied by satisfactory evidence of the H&B Offeror’s financial ability to close on the H&B Offer; and (iv) accompanied by a satisfactory *Acknowledgment*. Forthwith following expiration of the Deadline, the Trustee shall file his *Certification* with the Court advising of any H&B Offers timely received by the Trustee and whether any such H&B Offers have been determined by the Trustee to be Qualified H&B Offers; and it is further

ORDERED that in the event that no Exceptions timely are filed in opposition to the *Sale Motion*, and the Trustee’s *Certification* reveals that no Qualified H&B Offers timely have been received by the Trustee, this Court may, in the Court’s discretion: (i) act to dispose of the *Sale*



*Motion* without further delay or any hearing thereon; (ii) conduct a hearing thereon on that date and at that time hereinafter provided; or (iii) take such other action as may appear appropriate to the Court; and it is further

ORDERED that in the event any Exceptions timely are filed, or in the event the Trustee's *Certification* reports the existence of a Qualified H&B Offer, or if the Court determines in the Court's discretion that a further hearing is required herein, a hearing (the "Show Cause Hearing") shall be conducted on that date and at that time noted at the foot of this Order to permit the Court: (a) to consider and dispose of such Exception; and/or (b) to consider the relative merits of: (i) the offer of the Purchasers memorialized in the *Sale Agreement*; and (ii) any Qualified H&B Offers responsive thereto – including, if appropriate, the conduct of further competitive bidding between the parties advancing such respective offers; and/or (c) to consider and dispose of any other matter; and it is further

ORDERED that time is of the essence with regard to each and all dates hereinabove set forth for: (i) the Deadline; (ii) the filing of any Exceptions; or (iii) the delivery of any H&B Offers; and it

APPEARING that notwithstanding the provision contained in the *Appointment Order* which required that the Trustee include in any Report of Sale filed by him a suggested penalty sum for a fiduciary bond thereafter to be required in an amount reflecting the net proceeds of such sale subject to further administration by the Trustee, the Court observes that the procedures sought to be employed by the Trustee in the sale of the Realty as approved by the instant Order are inimical to the provision of such a suggested penalty sum at this time, it is therefore further

ORDERED that the obligation of the Trustee to suggest the penalty sum of such fiduciary bond as shall be required to be filed by the Trustee following the sale of the Realty and receipt of

the net proceeds thereof be, and the same hereby is DEFERRED pending consummation of the sale of the Realty and further Order of this Court; and it is further

ORDERED that the Show Cause Hearing hereinabove contemplated shall be conducted herein on the \_\_\_\_ day of November, 2023 at \_\_\_\_\_.m.

---

Mark K. Boyer  
Circuit Judge

cc: Roger Schlossberg, Trustee  
Meaghan L. Delawter, Esquire  
Michael W. Gast, Esquire  
Kyle White