

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
ANDERSON/GREENWOOD DIVISION**

IN RE: RECEIVER FOR) Civil Action No. 8:12-cv-2078-JMC
RONNIE GENE WILSON AND)
ATLANTIC BULLION & COIN, INC.)

PETITION TO LIQUIDATE ASSET FREE AND CLEAR OF LIENS AND ENCUMBRANCES

Comes now counsel for the Receiver, Beattie B. Ashmore, appointed by this Court pursuant to an Order filed on July 25, 2012, thereafter replaced and superseded by Order filed on October 17, 2012, and further replaced and superseded by Order filed on February 14, 2013 (the “Court Order”), and submits this Petition to Liquidate Asset Free and Clear of Liens and Encumbrances (“Petition”) seeking the Court’s permission to liquidate certain real property with improvements thereon located at 114 Barfield Drive, Easley, SC, being more particularly described on Exhibit A attached hereto (“Property”).

In the Court Order, the Court assigned to the Receiver full control and possession of a number of assets acquired by Ronnie Gene Wilson (“Wilson”) and Atlantic Bullion & Coin, Inc. (“AB&C”), including other entities, individuals, businesses and trusts controlled by and/or alter egos of Wilson and AB&C as listed in the Court Order (collectively the “AB&C Receivership Entities”). Henry & Crowder, LLC (“Henry & Crowder”) is a party included in the Court Order under the definition of AB&C Receivership Entities. Henry & Crowder is the record owner of the Property.

The Property was purchased with funds originating from an account that was funded with money from AB&C Receivership Entities. On May 11, 2009, a cashier’s check in the amount of \$20,613.35 from an AB&C account at Greenville First Bank, Account #0005579, was made out to Olsen, Smith, Jordan and Cox, as settlement agent, for the amount owed to close on the purchase of the Property. (See Exhibit B attached hereto).

The Receiver entered into that certain Contract of Sale For Unimproved Land or Lot For Residential Use dated September 10, 2014 (the “Contract”), to sell the Property to Justin Williams (“Buyer”) for a purchase price of \$20,000.00. (See Exhibit C attached hereto).

Before listing the property for sale and entering into the Contract, the Receiver obtained the advice of competent real estate professionals regarding the value of the Property. Based on the assessment, the expenses associated with managing the Property, and the opinion of the Receiver’s other real estate professionals, the Receiver believes that the current offer of \$20,000.00 for the Property is fair and reasonable. In addition, the Receiver believes from all its due diligence that this Contract might be the best opportunity to sell the Property at the highest market value.

Therefore, in order to realize the maximum price for the Property and to reduce depletion of the Receiver’s Estate through the payment of expenses associated with the Property, the Receiver seeks the Court’s approval for the sale of the Property to Buyer pursuant to the Contract, free and clear of all liens, claims, and encumbrances. The proceeds from the sale of the Property, less the commissions and costs required under the Contract, will be disbursed to the Receiver upon the closing.

The Receiver respectfully requests the Court issue an Order allowing for the liquidation of the Property to Buyer pursuant to the terms and conditions of the Contract.

Further, Assistant United States Attorney, William J. Watkins, Jr., consents to this motion.

Respectfully submitted,

THE TOLLISON LAW FIRM, P.A.

/s/L. Walter Tollison, III
L. Walter Tollison, III
Federal Bar No. 4117
Walt.tollison@thetollisonlawfirm.com
24 Vardry Street, Suite 203
Greenville, South Carolina 29601
Phone: (864) 451-7038
Fax: (864) 451-7591

Attorney for the Receiver

October 23, 2014
Greenville, South Carolina

Property Description

All that certain piece, parcel or lot of land lying and being in the State of South Carolina, County of Anderson, including any and all those improvements thereon, being shown and designated as Lot No. 9, Hawthorne Ridge, as shown on a Plat prepared by Freeland and Associates, Inc., dated October 19, 2000, and recorded in the Anderson County ROD Office on October 19, 2000, in Plat Book 1174 at Page 8. Reference to said plat is hereby made for a more complete metes and bounds description thereof.

This being the identical property conveyed to Henry & Crowder, LLC, by deed of The Peoples National Bank, dated May 11, 2009, and recorded May 18, 2009, in the Anderson County ROD Office in Book 9171 at Page 48.

TMS: 213-09-01-009

EXHIBIT A



Account Number: 5579
Capture Date: May 12, 2009
Item Number: 5250129185948
Posted Date: May 12, 2009
Posted Item Number: 637
Serial Number: 18861
Amount: 20,613.35

GREENVILLE FIRST BANK
ATTN JEANNIE SATTERFIELD
PO BOX 17465
GREENVILLE SC 29606

EXHIBIT B

THIS DOCUMENT CONTAINS ARTIFICIAL WATERMARK AND MICROPRINTED SIGNATURE LINE

GREENVILLE FIRST

PAY TO THE ORDER OF OLSEN, SMITH, JORDAN & COX \$ 20,613.35

REMITTER ATLANTIC BULLION & COIN, INC DATE 5/11/2009

OFFICIAL CHECK

18861
67-801532

Twenty Thousand Six Hundred Thirteen dollars and Thirty-Five cents

USA J. Olsen

0005579

ELECT DEP 1170997885 053201866 Peoples National Bank

PLEASE ENCLOSE HERE

FOR DEPOSIT ONLY

PEOPLES NATIONAL BANK
BASILEY, SC

RESERVED FOR FINANCIAL INSTITUTION USE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE



CONTRACT OF SALE FOR UNIMPROVED LAND OR LOT FOR RESIDENTIAL USE



*Beattie B Ashmore,
Receiver Wilson ABC*

1. OFFER AND DESCRIPTION: Justin Williams (Purchaser) agrees to buy and Owner of Record (Seller) agrees to sell all that lot or parcel of land, with any buildings and improvements thereon, if any located in Anderson County, South Carolina, (the "Property") and being described as follows:

Street: 114 Barfield Drive City: Easley Zip: 29642

Subdivision: Hawthorne Ridge Tax Map #: 2130901009000 Legal Lot #: 9

2. PRICE: The purchase price is: ~~\$16,000~~ \$20,000 jaw

(\$ 20,000 jaw) (\$ _____) per acre to be paid as follows: \$ 500.00, to be held in trust by Leonardi Bracken Real Estate, Escrow Agent, as a deposit of earnest money and the balance upon delivery of the deed. The Purchaser may be required to have cashier's check or certified funds when completing this transaction.

3. SURVEY: Upon acceptance of this offer, the property will be surveyed by a licensed surveyor at the expense of the Purchaser Seller. Survey and plat subject to acceptance by Purchaser in writing prior to closing.

4. CONTINGENCY: The obligations of the Purchaser herein are also contingent upon: The Property appraising for not less than the sales price as determined by lender's appraisal or other appraisal obtained by the Purchaser. The Property containing at least _____ acres. Other: The purchaser will have the unilateral right to withdraw from contract for any reason until October 10, 2014

5. EARNEST MONEY: All cash monies or certified funds will be deposited within 48 hours of receipt. All other monies will be deposited within 48 hours after the Effective Date. If a binding Contract is not executed by all parties, the earnest money will be returned to Purchaser after the deposit of funds has cleared. The Listing and Selling Brokers and their Agents do not guarantee payment of check(s) accepted as earnest money. If this Contract is not closed for any reason, notwithstanding any other provisions in this Contract, the parties agree that the Escrow Agent may require (a) both parties to execute a form authorizing the disbursement of funds (including execution after a resolution of any disagreement by mediation), or (b) both parties to wait for a decision directing disbursement by a mediator or court of competent jurisdiction.

6. FINANCING: The obligation of Purchaser to purchase the Property is contingent upon the Purchaser obtaining a loan in an amount equal to _____ % of the purchase price, (this contingency is not applicable unless the preceding blank is completed) of the following type: Conventional Other: Cash Addendum Attached

7. LOAN APPLICATION: Purchaser agrees to apply for financing, as required above, from the institution of his choice within 0 calendar days after the Effective Date and to provide all documents or information requested by the Lender in a prompt and timely manner. At the time of application the Purchaser will advance the necessary money to process the loan and will take any reasonable action which is needed or requested by the Lender to process the loan application. Purchaser hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's credit-worthiness or any other information needed for the loan processing to the Listing or Selling Broker(s) or Agent(s).

[Signature] Purchaser [Signature] Purchaser [Signature] Seller _____ Seller **have read this page**

Leonardi Bracken Real Estate, 841 Pendleton Street Greenville, SC 29601
 Phone: (864) 231-7655 Fax: Daniel Bracken

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EXHIBIT C

8. **CLOSING COSTS:** All expenses necessary for the consummation of this sale, unless otherwise agreed herein, will be paid as follows: (a) Seller will pay for deed preparation, deed recording fees, costs associated with mortgage payoff and satisfaction and any cost not allowed to be charged to Purchaser by the Lender; (b) Purchaser will pay discount points, all non-recurring closing costs, and prepaid items, if applicable. Other terms: _____

9. **CONVEYANCE AND CLOSING DATE:** Seller agrees to convey by insurable marketable title and deliver a proper general warranty deed, free of liens and encumbrances, except subject to all reservations, easements, rights of way, and restrictive covenants of record on the Property (provided they do not make the title unmarketable or materially or adversely affect the use and value of the Property) and to all government statutes, rules, ordinances, and regulations. The deed will be prepared in the name(s) of _____ TBD and delivered to the office of the closing attorney _____ TBD or stipulated place of closing with the transaction to be closed on or before 5 PM on November 10, 2014. Seller and Purchaser authorize their attorneys and the Settlement Agent to furnish to the Listing Broker and Selling Broker copies of the preliminary and final HUD-1 Settlement Statement for this transaction.

10. **POSSESSION:** Possession of said Property will be given to Purchaser at the time of closing or, _____ The Property will be maintained in the same condition from the Effective Date until possession is delivered.

11. **ADJUSTMENTS:** Taxes, rents, other fees associated with rentals and any assessments will be adjusted as of the date of closing. Tax proration pursuant to this Contract are to be based on the tax information available on the date of closing and are to be prorated on that basis.

12. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of Section 12-8-580 of the Code of Laws of South Carolina, 1976, as amended, regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute.



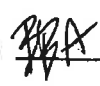
13. **ROLL-BACK TAXES:** Any rollback/deferred taxes that apply to the subject property will be either paid by the Seller at closing or, at the option of the Purchaser, will be credited at closing from Seller to Purchaser, or will be assumed by Purchaser at closing, or _____

14. **WATER/WASTE SYSTEMS:** It is the Purchaser's responsibility to obtain approval from the South Carolina Department of Health and Environmental Control or other proper South Carolina authority prior to closing in the event a well and/or septic tank needs to be placed on the property.

If the Purchaser applies for well or septic tank approval and DHEC or other proper authority denies approval or issues a preliminary opinion showing the property is not suitable for the installation of a well and/or a septic system suitable for the Purchaser's intended residence consisting of up to _____ bedrooms, or other structure, the Purchaser may elect to rescind this Agreement and receive a refund of the earnest money deposit. Purchaser's obligation to close on this Agreement is subject to a tap fee which does not exceed \$ _____. It will be the Purchaser's responsibility to obtain confirmation of the availability of the tap and the amount of the tap fee, prior to closing, or to waive this condition.

Seller represents the following is available: public sewer system septic tank public water individual well system other water well system none

15. **SPECIAL STIPULATIONS, CONTINGENCIES AND ENVIRONMENTAL PROTECTION MATTERS:** Stipulations concerning zoning, restrictions and easements affecting desired use, drainage, hazardous waste, availability of water and sewer, soil test, wetlands study, subordination, lot releases, etc. should be included here.

 Purchaser  Purchaser  Seller _____ Seller have read this page

Purchaser will have the right and responsibility to inspect or select an inspector(s) at Purchaser's expense, to make any inspections, tests, surveys or investigations as desired by the Purchaser. The Seller agrees to make the property available and accessible for all inspections, tests, surveys and investigations. Purchaser will indemnify and hold Seller harmless from any damages to the property resulting from any such tests or inspections.


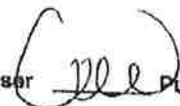

16. HAZARDOUS SUBSTANCES: Unless otherwise specified herein, Seller represents to the best of Seller's knowledge, the property and any improvements thereon have not been used and are not presently being used for the handling, storage, transportation or disposal of hazardous or toxic materials. Seller and Purchaser expressly acknowledge the Brokers have not made an investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers, lead or any other toxic, hazardous or contaminated substances or underground storage tanks, in, on, or about the property. Any such investigation or determination will be the responsibility of Purchaser, and Brokers will not be held responsible therefore.

17. DEFAULT: If Purchaser or Seller fails to perform any covenant of this Contract, the other may elect to seek any remedy provided by law or terminate this Contract. If terminated, both parties will execute a written release of the other from this Contract and both will agree to hold the Escrow Agent harmless. If termination is due to default by Purchaser, Seller will have the option of pursuing any remedy provided by law. If termination is due to default by Seller, the Seller will pay or reimburse the Purchaser the Actual Cost Incurred (defined below) and the Purchaser will have the option of pursuing any remedy provided by law. If either Purchaser or Seller refuses to execute a release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition. If either the Purchaser or Seller has refused to execute a written release when requested to do so in writing and a court finds that they should have executed the release, the party who so refused to execute a release of earnest money will pay the expenses, including without limitation, reasonable attorney's fees incurred by the other in the litigation. For the purposes of this Contract "Actual Costs Incurred" by the Purchaser will include all documented costs and expenses incurred or obligated for or by the Purchaser or Broker in an effort to consummate this sale. Such costs will include, but are not limited to: cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. DISCLAIMER: The Purchaser acknowledges that the Seller, except as may be otherwise expressly provided in this Contract, gives no guarantee or warranty of any kind, expressed or implied, as to the physical or other condition of the Property, or to the conditions of or existence of improvements, services, or systems thereto, or as to merchantability or fitness for a particular purpose as to the Property or improvements thereon, and any implied warranty is hereby disclaimed by the Seller. Neither Purchaser nor Seller will hold Listing and/or Selling Brokers and their Agents responsible for any act of negligence or intent by any inspection company employed by Seller or Purchaser for the purposes of this Contract.

19. MEGAN'S LAW: The Purchaser and Seller agree the Listing and Selling Brokers and their agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. This information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

20. ENTIRE CONTRACT; BINDING CONTRACT; TIME: This written Contract expresses the entire agreement between the parties, unless there is a written addendum or modification signed by Purchaser and Seller. Both the Purchaser and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their Agents which are not expressly stipulated herein. This Contract shall be binding on the Purchaser, the Seller and their heirs, personal representatives, successors and assigns. This is a legally binding Contract; the Purchaser and Seller should seek legal advice if the contents are not understood. TIME IS OF THE ESSENCE IN PARAGRAPH OF THIS CONTRACT WHERE A PERFORMANCE TIME IS STIPULATED.

 Purchaser  Purchaser  Seller _____ Seller have read this page Form 330 Gr4 (4/12) PAGE 3 OF 5

21. MEDIATION CLAUSE: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Purchaser(s), Seller(s) or any Real Estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; or (d) any matter which is within the jurisdiction of a probate court. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

22. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it will survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

23. EXPIRATION OF OFFER: The original offer is deemed revoked if not accepted and a signed acceptance communicated by delivery to Purchaser or Purchaser's Agent by September 5, 2014 at 5 AM PM

24. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree the offer, any counter offer and/or acceptance of any offer, may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

25. OTHER ADDENDA: No Yes. If yes, _____ Pages, covering _____

26. EFFECTIVE DATE: The Effective Date will be the last date upon which the Purchaser or Seller signs or initials and delivers this Contract as evidenced by the date beside the name or initials of the last party to sign or initial.

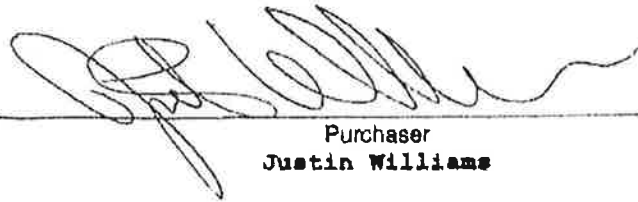
27. REMARKS: Seller grants the purchaser (or their representatives) the right to enter the property for inspections. If purchaser withdraws during the due 30 day diligence period, they shall receive a full refund of their earnest money.

 Purchaser  Purchaser  Seller _____ Seller have read this page

28. ACKNOWLEDGEMENT OF AGENCY DISCLOSURE: Purchaser and Seller acknowledge receipt of a copy of the South Carolina Agency Disclosure Brochure and acknowledge that agency relationships have been explained by the respective agents involved in the transaction. For the purpose of this transaction:

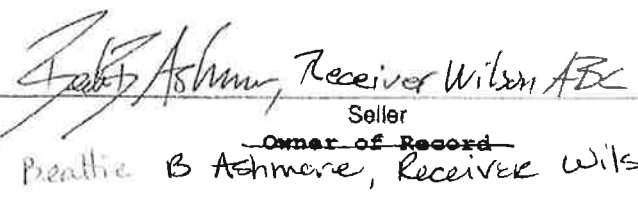
The Purchaser is a client or customer of Leonardi Bracken Real Estate
(Brokerage)

The Seller is a client or customer of Leonardi Bracken Real Estate
(Brokerage)


Purchaser
Justin Williams

9/5/14 Date
1pm Time

Purchaser Date Time


Seller
~~Owner of Record~~
Prathia B Ashmore, Receiver Wilson AB+C

9/10/14 Date
Time

Seller Date Time

The Listing and Selling Agent and Company information below is for informational purposes only. None of the Agents and Companies below are, nor shall be considered to be, parties to this contract.

Leonardi Bracken Real Estate
Leonardi Bracken Real Estate
Listing Agent & Company (print)

(864) 380-4537
Agent Telephone Number

Company Telephone Number

Leonardi Bracken Real Estate
Selling Agent & Company (print)

(864) 380-4537
Agent Telephone Number

(864) 233-7655
Company Telephone Number

ADDENDUM TO CONTRACT FOR SALE

THIS ADDENDUM TO CONTRACT FOR SALE FOR UNIMPROVED LAND OR LOT FOR RESIDENTIAL USE (the "Addendum") is made and entered into as of the ____ day of September, 2014, by and among Beattie B. Ashmore, Receiver Wilson-AB&C ("Seller") and Justin Williams (collectively "Purchaser").

Recitals:

This Addendum is attached to and made a part of that certain Contract for Sale ("Contract") between Seller and Purchaser dated September ____, 2014. In the event of conflict between the terms of this Addendum and the Contract, this Addendum shall control.

1. The following Paragraph is added to the Contract:

16. (G.) CONTINGENCY: Purchaser understands and acknowledges that Beattie B. Ashmore is the duly authorized and appointed receiver (the "Receiver") for the Property pursuant to an Order of the Honorable J. Michelle Childs dated February 14, 2013, in that certain action filed in the United States District Court for the District of South Carolina (the "Court") captioned In Re: Receiver for Ronnie Gene Wilson and Atlantic Bullion & Coin, Inc., Case No. 8:12-cv-7028-JMC. Seller's obligation to convey the Property hereunder is expressly conditioned upon the Receiver's receipt of the Court's Order approving the sale of the Property pursuant to this Contract. In the event that such approval is not granted, this Contract shall become null and void, the earnest money shall be refunded to Purchaser, and neither party shall have any other or further obligation to the other hereunder except for such matters that expressly survive the termination of this Contract, if any.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth above.

SELLER:


Beattie B. Ashmore, Receiver Wilson-AB&C

PURCHASER:


Justin Williams