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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge
Robin B. Stilwell, Circuit Court Judge

Appellate Case No. 2019-001565

Wells Fargo Bank, N. A. Plaintiff – Respondent

v.

Michelle Hodges, Individually and as Personal Representative
of the Estate of Ruth Ladson Witherspoon; Stanley Witherspoon;
SC Housing Corp.; and Twin Creeks Homeowners Association,
Inc. Defendants,

Of Whom Michelle Hodges, in her Individual capacity,
is the Appellant.

PETITION FOR REHEARING OF APPELLANT
AND REQUEST FOR EN BANC REHEARING

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PETITION FOR REHEARING/REHEARING EN BANC

Pursuant to Rules 221 and 240 of the South Carolina Rules of Appellate Procedure, Appellant respectfully petitions this Court for a rehearing/rehearing en banc of this Court's Opinion dated August 17, 2022, in the above captioned case, which is attached, to this Petition.

Foreclosures are a matter of public importance, as they have a negative effect on the economy and unjust foreclosures erode the public's confidence, in the South Carolina Judicial system and particularly, in the Appellate process, where corrections of the Circuit Court's legal errors should take place and where the Constitutional and Statutory Rights should ultimately be protected, via sua sponte if necessary. Per the South Carolina supreme Court, the standard of review of a summary judgment order under the SCRCP, Rule 56 is De Novo and the appellate Court owes no deference to the Circuit court's legal errors". However, in this case the Circuit court's legal errors have been affirmed..

I hereby reiterate all statements made in my points and authority section of the Petition and incorporate them here by reference and state that this Petition is based on the South Carolina Court of Appeals, departure from precedent established in this Honorable Court and the South Carolina Supreme Court, by overlooking binding stipulations and whether or not the law was properly applied to the stipulations. Misapplied law concerning SCRCP, Rule, 8 as to what is required to establish SMJ.

3/2/24

POINTS AND AUTHORITIES

Points made by the South Carolina Court of Appeals

The South Carolina Court of Appeals affirmed “Wells Fargo waived its right to seek a deficiency judgment against Hodges’s mother’s estate in its complaint. Therefore, the circuit court properly found it had subject matter jurisdiction in this case”. (R. COA decision, p. 7, lines 1-3)

We hold the Circuit court heard and correctly determined that Wells Fargo had standing because Wells Fargo is in possession of the original note, which is supported by the record. See S. C. Code Ann. 36-3-301 (“Person entitled to enforce an instrument means (i) the holder of the instrument...”) (Op. p. 2, paragraph 4, last line)

I.

The S. C. Court of Appeals stated “additionally, a secured creditor, such as Wells Fargo.....” (Opinion, p.)

South Carolina Court of Appeals held that the Circuit court had SMJ

The South Carolina Court of Appeals’ reliance on the Circuit court’s statement of a waiver of a deficiency judgment as a way of establishing jurisdiction is misplaced, because the South Carolina Rules of Civil Procedure, Rule 8 governs how subject matter jurisdiction is established and provides in relevant part: (1) a short and plain statement of the grounds including facts and statutes upon which the court’s jurisdiction depends, unless the court already has jurisdiction to support it, (2) a short and plain statement of the facts showing that the pleader is entitled to relief, and (3) a prayer or demand for judgment for the relief to which

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he deems himself entitled. And a deficiency judgment is a factor, in this particular case, but not in establishing subject matter jurisdiction, as it is more of an afterthought and defined by the South Carolina Supreme Court, as “a debt” . And the South Carolina Supreme Court clarified that debts and liabilities must be pursued via the probate court, when it stated “and stated that ”The Probate Code generally defines "claims" to include "liabilities of the decedent...”. And stated “Thus, “[b]roadly speaking, all claims against the decedent should be presented for allowance, and the word 'claims' includes such debts or demands as existed against the decedent in his or her lifetime and that might have been enforced against him or her by personal actions for the recovery of money.” C.J.S. *Executors & Administrators* § 548 (Supp. 2013) . (Gurnham, a/k/a Margaret D. Hover. Beach First National Bank, Respondent, v. The Estate of Margaret Gurnham, a/k/a Margaret D. Hover, Op. No. Opinion No. 27360, filed Fe26, 2014.). Further, the South Carolina Supreme Court clarified the two avenues in which a secured credit can seek relief, which is as follows: “Under the first avenue, the secured creditor may pursue foreclosure proceedings on the security for the mortgage without presenting a claim against the estate and, thus, may do so outside the time limits of the non-claim statute. “Alternatively, the secured creditor may seek to recover directly from the assets of the estate, which then requires the claim to be presented in the probate court within the time limits of the non-claim statute.” “However, if the creditor chooses the first avenue and the foreclosure proceedings fail to yield the full amount of the security, the creditor must have presented a claim on the security in probate court within the time limits prescribed by the non-claim statute.” See And I point out here that the South Carolina Court of Appeals has

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overlooked that the Circuit held “The loan was entered intobetween the Defendant’s mother and NVR Finance” So in addressing the Note and Mortgage below it can be shown that the Circuit lacked subject matter jurisdiction in this particular case as no statement of facts and legitimates statues have been stated in the Circuit courts order dated 8/7/2019. The South Carolina Court of appeals’ reliance, on the deficiency judgment being waived, to establish Subject Matter Jurisdiction in this case, is not in accordance with SCRCP, Rule 8, in establishing Subject Matter jurisdiction.

Points and Authorities, showing that the Circuit court lacked SMJ re “Note:

The South Carolina Court of Appeals’ reliance on S. C. Code 36-3-301, as a statute that entitles the holder to relief is misplaced because, it does not meet the jurisdictional question, as to whom the holder can seek relief from, in accordance with the controlling rule of law that determines jurisdiction; which is under the South Carolina Rules of Civil Procedure, Rule 8(a)(2) and provides in relevant part: a short and plain statement of the facts and statues showing the pleader is entitled to relief. Further S. C. Code Ann. 36-3-401(a), provides in relevant part: “A person is not liable on an instrument unless (i) the person signed the instrument”. And the South Carolina Court of Appeals has overlooked that the Circuit court, held “The loan in question was entered into Between the Defendant’s mother, Ruth Witherspoon, and NVR Mortgage Finance, Inc. and the Complaint, shows that the Note and Mortgage was executed by Ruth Witherspoon. Therefore no jurisdiction statement has been made concerning the Note. The South Carolina Court of Appeals reliance of S.C. Code 36-6-3-1 to establish jurisdiction of the Note is not in accordance with the SCRCP, Rule 8, as shown above. The South Carolina Court of Appeals has

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overlooked law that further applies to this particular case concerning enforceability of the Note, under the South Carolina Probate Code Ann. Section 62-3-803, which provides in relevant part: (a) All claims against a decedent's estate which arose before the death of the decedent, including claims of the State and any subdivision thereof, whether due or to become due, absolute or contingent, liquidated or un liquidated, founded on contract, tort, or other legal basis, if not barred earlier by other statute of limitations, are barred against the heirs of the decedent, unless presented within the earlier of the following dates: (1) one year after the decedent's death.

POINTS AND AUTHORITY CONCERNING MORTGAGE

The South Carolina Court of Appeals is relying on the Circuit court's declaration that Wells Fargo is a Secured creditor and this is not in accordance with the SCRSP, Rule 8 as shown above and is a departure of precedent in this Honorable court which held in Carolina Attractions, Inc., v. Courtney, 287 S.E. 140, 145, 337 S.E. 2d 244, 247 (Ct. App. 1985), cited to California Bank of v. Leahy, 129 Cal. App. 243, 18 P. (2d) 709, 711 (1933) and quoted " (Whenever, in law or equity, a lien is created or declared there are two things prominently concerned, namely an obligation and a res or rem to which or upon which that obligation fastens itself...". The South Carolina Court of Appeals has overlooked stipulations and laws that flow from those stipulations made by the parties in paragraph 8 of the complaint and paragraph 5 and 7 of the Sixth Amended Answer, that determine whether or not Wells Fargo is a secured creditor and these stipulations are missing from the Circuit Court's Order and for this court to overlook the binding stipulations and laws that flow from those stipulations is a departure from established precedent established in this Honorable Court and the South Carolina Supreme Court, which are as follows: The South Carolina Court of Appeals has held "stipulations are binding on the

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parties as well as the court”. (See - McCrea v. City of Georgetown, 384 S.C. 328, 332, 681 S.E.2d 918, 921 (Ct. App. 2009)) and the South Carolina Supreme Court has held “When an appeal involves stipulated or undisputed facts, an appellate court is free to review whether the trial court properly applied the law to those facts.” WDW Props. v. City of Sumter, 342 S.C. 6, 10, 535 S.E.2d 631, 632 (2000). The law the flows from the stipulations is under the South Carolina Code Ann. §27-7-40(a)(ii), which provides in relevant part: “ In the event of the death of a joint tenant survived by more than one joint tenant in the real estate, the entire interest of the deceased joint tenant vests equally in the surviving joint tenants who continues to own the entire interest owned by them as joint tenants with right of survivorship”. In Harms v. Sprague The Illinois Supreme Court held “, “The property right of the mortgaging joint tenant is extinguished at the moment of his death.” “While John Harms was alive, the mortgage existed as a lien on his interest in the joint tenancy”. “Upon his , death, his interest ceased to exist and along with it the lien of the mortgage”. “See Merchants National Bank v. Olson (1975), 27 Ill. Ap. 3d 432, 434.)”

CONCLUSION

I reiterate all of the above statements and incorporate them here by reference and respectfully request a rehearing/rehearing en banc concerning the South Carolina Court of Appeals Opinion e dated 8/17/2022, which affirms the Circuit court’s Order dated 8/7/2019; because this Court’s finding that the Circuit had Subject Matter Jurisdiction, based on the fact that Wells Fargo, waived it right to seek a “Deficiency Judgment” and the lack of the required pleading that it is

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entitled to relief over my rights as one of the remaining joint tenants and in accordance with the
SCRCP, Rule 8.

Respectfully submitted,

 9/1/2022

Michelle Hodges, Appellant, Pro Se,
6 Young Harris Dr. - Simpsonville, SC 29681
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9/1/22

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Wells Fargo Bank, N.A., Respondent,

v.

Michelle Hodges, Individually and as the Personal
Representative of the Estate of Ladson Witherspoon;
Stanley Witherspoon; SC Housing Corp.; and Twin
Creeks Homeowners Association, Inc., Defendants,

Of Whom Michelle Hodges, Individually, is the
Appellant.

Appellate Case No. 2019-001565

Appeal From Greenville County
Robin B. Stilwell, Circuit Court Judge
Perry H. Gravely, Circuit Court Judge

Unpublished Opinion No. 2022-UP-326
Submitted July 27, 2022 – Filed August 17, 2022

AFFIRMED

Michelle Hodges, of Simpsonville, pro se.

Matthew Todd Carroll and Bryant Sparks Caldwell, both
of Womble Bond Dickinson (US) LLP, of Columbia; and



Shelton Sterling Laney, III, of Womble Bond Dickinson
(US) LLP, of Greenville, all for Respondent.

PER CURIAM: Michelle Hodges appeals circuit court orders denying her motion to alter or amend her answer and counterclaims for a seventh time, granting Wells Fargo Bank, N.A. (Wells Fargo), summary judgment on Hodges's counterclaims, and referring the underlying foreclosure matter to the master-in-equity.

On appeal, Hodges argues the circuit court (1) abused its discretion in denying her motion to amend her answer and counterclaims for a seventh time; (2) erred in granting summary judgment to Wells Fargo on her counterclaims; (3) violated her due process rights; (4) erred in allowing pre-signed interrogatory verifications; (5) "err[ed] in deciding the facts and not framing the issues before referring the case to the master"; (6) erred in granting Wells Fargo's motion to strike her jury trial demand; (7) erred in referring the case to the master; and (8) erred in finding the loan was in default as of the May 2017 payment date.

Regarding Hodges's first argument, we find this issue without merit because Hodges did not establish what new facts or claims, if any, her seventh amended complaint would have added. *See* Rule 15(a), SCRPC (stating that a party may amend a pleading once as a matter of course, after which "a party may amend his pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires and does not prejudice any other party"); *Patton v. Miller*, 420 S.C. 471, 490, 804 S.E.2d 252, 262 (2017) ("In the absence of any apparent or declared reason—such as undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment, etc.—the leave sought should, as the rules require, be 'freely given.'" (quoting *Forman v. Davis*, 371 U.S. 178, 182 (1962))).

Hodges argues her seventh amended answer would have included her "holder in due course" argument, which is analogous to her standing argument in her sixth amended answer. However, we hold the circuit court heard and correctly determined that Wells Fargo had standing because Wells Fargo is in possession of the original promissory note, which is supported by the record. *See* S.C. Code Ann. § 36-3-301 (Supp. 2021) ("'Person entitled to enforce' an instrument means (i) the holder of the instrument . . .").

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Hodges also argued her seventh amended answer added allegations about joint tenancy to support her lack of subject matter jurisdiction claim; however, Hodges had already raised this allegation in her third amended answer. Therefore, the circuit court did not abuse its discretion in refusing to allow Hodges to amend her answer and counterclaims for a seventh time as such amendments would not have established new facts or claims and would have been an exercise in futility. *See Skydive Myrtle Beach, Inc. v. Horry Cnty.*, 426 S.C. 175, 182, 826 S.E.2d 585, 589 (2019) ("In rare cases, however, a trial court may deny a motion to amend if the amendment would be clearly futile.").

As to Hodges's second argument, we find that this issue, when viewed in the light most favorable to Hodges, is without merit because she failed to show any genuine issue of material fact existed. Thus, Wells Fargo was entitled to judgment as a matter of law, and the circuit court did not err in granting summary judgment on Hodges's counterclaims and affirmative defenses in Wells Fargo's favor. *See Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 438-39 (2003) ("In reviewing the grant of a summary judgment motion, the Court applies the same standard as the trial court under Rule 56(c), SCRCP: 'summary judgment is proper when "there is no genuine issue as to any material fact and . . . the moving party is entitled to judgment as a matter of law.'"" (quoting *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 114-15, 410 S.E.2d 537, 545 (1991))); *id.* at 69, 580 S.E.2d at 439 ("In determining whether summary judgment is appropriate, the evidence and its reasonable inferences must be viewed in the light most favorable to the nonmoving party.").

As to Hodges's third argument, the record shows no indication this argument was raised to or ruled upon by the circuit court; therefore, it is not properly before this court. *See Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review."); *Germain v. Nichol*, 278 S.C. 508, 509, 299 S.E.2d 335, 335 (1983) ("Appellant has the burden of providing [an appellate court] with a sufficient record upon which [the appellate court] can make its decision.").

As to Hodges's fourth argument, we find the record is insufficient to review this issue. While it is clear Hodges brought this issue before the circuit court and the circuit court ruled upon it, Hodges's interrogatories and Wells Fargo's responses are not included in the record. *See id.* ("Appellant has the burden of providing [an appellate court] with a sufficient record upon which [the appellate court] can make its decision.").

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As to Hodges's fifth argument, we find it abandoned because she did not present any argument on this issue outside of the issue statement. *See Fields v. Melrose Ltd. P'ship*, 312 S.C. 102, 106, 439 S.E.2d 283, 285 (Ct. App. 1993) ("An issue raised on appeal but not argued in the brief is deemed abandoned and will not be considered by the appellate court.").

As to Hodges's sixth and seventh arguments, we find these issues abandoned because Hodges provided only short and conclusory statements without any supporting legal authority aside from a cite to Rule 38(a), SCRPC, which states simply that the right to a jury trial under the South Carolina Constitution or a state statute is preserved inviolate. *See Glasscock, Inc. v. U.S. Fid. & Guar. Co.*, 348 S.C. 76, 81, 557 S.E.2d 689, 691 (Ct. App. 2001) ("[S]hort, conclusory statements made without supporting authority are deemed abandoned on appeal and therefore not presented for review.")¹.

As to Hodges's eighth argument, we find this issue without merit. The record indicates Hodges did not make required mortgage payments after her mother, the original mortgagor, died. Additionally, a secured creditor, such as Wells Fargo in this action, is not required to file a claim against a decedent's estate if the secured creditor is solely seeking to foreclose the mortgage and is not attempting to hold the estate liable for the deficiency following the foreclosure sale. *See* S.C. Code Ann. § 62-3-104 (2022) (stating the probate code "has no application to a proceeding by a secured creditor of the decedent to enforce his right to his security except as to any deficiency judgment which might be sought therein"); *In re Est. of Hover*, 407 S.C. 194, 205, 754 S.E.2d 875, 881 (2014) ("[A] secured creditor may pursue foreclosure proceedings on the security for the mortgage without presenting a claim against the estate and, thus, may do so outside the time limits of the nonclaim statute."). Here,

¹ To the extent Hodges argues the circuit court erred in granting summary judgment on her claim for breach of fiduciary duty, we find this issue is without merit because a fiduciary relationship cannot be created by the unilateral act of one party, Hodges failed to cite to relevant authority showing a private cause of action for denial of a loan modification exists, and Hodges failed to produce any evidence to support any element for breach of fiduciary duty. *See Spence v. Wright*, 395 S.C. 148, 160, 716 S.E.2d 920, 926 (2011) (clarifying that the existence of a duty and whether the law recognizes a duty are issues of law to be decided by the court); *Regions Bank v. Schmauch*, 354 S.C. 648, 671, 582 S.E.2d 432, 444 (Ct. App. 2003) ("[T]he normal relationship between a bank and its customer is one of creditor-debtor and not fiduciary in nature."); *id.* ("[N]o fiduciary relationship between a bank and its depositor exists when the bank is unaware of any special trust reposed in it.").

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Wells Fargo waived its right to seek a deficiency judgment against Hodges's mother's estate in its complaint. Therefore, the circuit court properly found it had subject matter jurisdiction in this case.

To the extent Hodges argues unclean hands, joint tenancy, and bias by the circuit court, these issues were not raised in Hodges's statement of issues on appeal. *See* Rule 208(b)(1)(B), SCACR ("Ordinarily, no point will be considered which is not set forth in the statement of the issues on appeal."). Further, we find these issues abandoned on appeal, as they are supported only by conclusory arguments with little to no relevant legal authority. *See Glasscock, Inc.*, 348 S.C. at 81, 557 S.E.2d at 691 ("[S]hort, conclusory statements made without supporting authority are deemed abandoned on appeal and therefore not presented for review.").

To the extent Hodges argues about a deficiency judgment, foreclosure intervention, bankruptcy, a bankruptcy-related res judicata argument, and issues with discovery, we find these issues are not properly before this court as they were not included in Hodges's initial brief nor were they included in her statement of issues on appeal. *See* Rule 208(b)(1)(B), SCACR ("Ordinarily, no point will be considered which is not set forth in the statement of the issues on appeal."); Rule 211(b), SCACR ("The final brief(s) shall be identical to the brief(s) previously served under Rule 208 . . ."). Further, even if these issues were properly before this court, it is unclear based on the record whether Hodges raised these issues or if they were ruled upon by the circuit court. *See Wilder Corp.*, 330 S.C. at 76, 497 S.E.2d at 733 ("It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review."); *Germain*, 278 S.C. at 509, 299 S.E.2d at 335 ("Appellant has the burden of providing [an appellate court] with a sufficient record upon which [the appellate court] can make its decision.").

AFFIRMED.²

THOMAS, MCDONALD, and HEWITT, JJ., concur.

² We decide this case without oral argument pursuant to Rule 215, SCACR.



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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge
Robin B. Stilwell, Circuit Court Judge

Appellate Case No. 2019-001565

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Inc. Defendants,

Of Whom Michelle Hodges, in her Individual capacity,
is the Appellant.

PROOF OF SERVICE OF
PETITION FOR REHEARING OF APPELLANT
AND REQUEST FOR EN BANC REHEARING

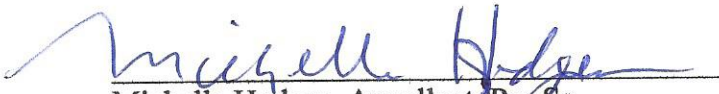
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CONCERNING
WELLS FARGO V. MICHELLE HODGES
CASE NUMBER 2019-001565

I hereby certify that today ^{9/1/2022}~~(8/31/2022)~~, I served copies of the attached Petition for Rehearing /Rehearing en banc with the correct postage from the Postal Annex, located at 2607 Woodruff Rd. Ste. E., Simpsonville, SC 29681, on the following parties, as shown below:

Mr. S. Sterling Laney, III, Esquire
Womble Bond Dickinson
For Wells Fargo Bank, N.A.
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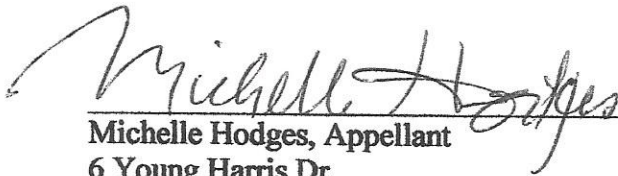
Jenny Abbott Kitchings,
Clerk of Court, of South
Carolina Court of Appeals
1220 Senate ST
Columbia, SC 29201

RE: Wells Fargo Bank, N.A. v. Michelle Hodges
Appellate - Case No. 2019-001565

Dear, Ms. Kitchings, Clerk of Court:

Attached is money order number 19-412714503 in the amount of \$50.00, to cover the filing fee for my Petition for Rehearing/Rehearing En Banc. This check is being placed in the mail with the original proof of service and Petition for Review and 6 copies. However, I have filed by email and properly served Wells Fargo. I apologize, I accidentally mailed my draft and I have to forward what I mailed to Wells Fargo's attorneys. Following this email, I will file my actual Petition for Rehearing and the required attachments, with a motion and fee. Also enclosed in a copy of the Court of Appeals Opinion dated 8/17/2022

Respectfully submitted,



Michelle Hodges, Appellant
6 Young Harris Dr,
Simpsonville, SC 29681
Mailing Address:
PO Box 95
Mauldin, SC 29662
864-714-5263

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW	
WesternUnion WU	WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Denver, Colorado Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado
MONEY ORDER	
CASE # 2019-001565	19-412714503
⑆ 360836 D 090122 1 1734 07 194127145030 L 002814	\$ 50.00
PAY EXACTLY FIFTY DOLLARS AND NO CENTS	
PAY TO THE ORDER OF <u>South Carolina Court of Appeals Clerk of Court</u>	
PURCHASER'S ADDRESS <u>6 Young Harris Dr. Simpsonville, SC 29681</u>	
PURCHASER'S SIGNATURE <u>Michelle Hodges</u>	
RE: Filing Fee for Petition for Rehearing	
⑆ 102100400⑆ 40194127145030⑆	