

58020.F51159

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

Nationstar Mortgage LLC d/b/a Mr. Cooper,

PLAINTIFF,

vs.

Carolyn Brantley; The United States of America acting by and through its agency, the Secretary of Housing and Urban Development; The United States of America acting by and through its agency, the Internal Revenue Service; South Carolina Department of Revenue; and T.N.S. LTD., LLC,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2022CP2700306

AMENDED ORDER AND JUDGMENT OF FORECLOSURE AND SALE (DEFICIENCY WAIVED)

RECEIVED

Jan 10 2024

SC Court of Appeals

TO: Thomas A. Shook
FINKEL LAW FIRM LLC
Attorneys for the Plaintiff

ANSWERING DEFENDANTS:
Robert M. Sneed
Assistant U.S. Attorney
Kiera C. Dillon
Counsel for South Carolina DOR

Pursuant to Rule 53 SCRCP, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master or special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held and was attended by counsel. The testimony was taken, which is reported herewith. From the testimony and evidence, I find, conclude and order as follows:



FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Based upon the documents previously filed, Plaintiff has complied with the provisions of South Carolina Supreme Court Administrative Order 2011-05-02-01.
2. The Lis Pendens was filed on July 12, 2022.
3. The Summons and Complaint were filed on July 12, 2022.
4. An Order of Publication was issued by the Court and filed on January 13, 2023.
5. Service was made upon the Defendant(s) named in this Report as is shown by the proof(s) of service filed herein.
6. Carolyn Brantley and T.N.S. LTD., LLC, are in default as shown by Affidavit(s) on file herein.
7. Robert M. Sneed, Assistant U.S. Attorney, served Answer(s) on the Plaintiff, which is on file herein.
8. Kiera C. Dillon, counsel for the South Carolina Department of Revenue, served Answer(s) on the Plaintiff, which is on file herein.
9. All of the defendants herein and/or all attorneys of record were notified of the time, date and place of the hearing in this matter.
10. According to the Affidavit filed herein, the Defendant(s) Carolyn Brantley is not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.
11. For value received, Carolyn Brantley made, executed, and delivered a Note dated September 4, 2009, promising thereby to pay to the order of Real Estate Mortgage Network, Inc., the sum of \$242,526.00, together with interest pursuant to the terms of the Note and any extensions, amendments, or modifications thereto. Other terms and conditions are stated in the Note, which is of record herein.
12. To better secure the payment of the Note described above, Carolyn Brantley made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Real Estate Mortgage Network, Inc., a Mortgage in writing, dated September 4, 2009, covering real property in Jasper County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Deeds for Jasper County September 10, 2009, in Book 760 at Page 243.



13. This Mortgage is a first mortgage lien on the subject property and is a Purchase Money Mortgage.

14. This Mortgage was assigned to Plaintiff by instruments recorded on:

- a. March 7, 2012, in Book 823 at Page 723.
- b. January 9, 2013, in Book 842 at Page 369.

15. By agreement recorded May 5, 2015, in Book 895 at Page 6, the parties modified the terms of the original note and mortgage.

16. The titleholder of record to the subject property as of the filing of the Lis Pendens in this action is Carolyn Brantley.

17. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

18. Counsel for Plaintiff filed an affidavit as to attorney's fees and costs in this case, which was not contested, and, therefore, I find as fact herein. Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of \$4,050.00 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action. The plaintiff has advanced \$2,817.50 to its counsel as partial payment of the attorney's fee, and this amount is included in the corporate advances.

19. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including an attorney's fee, secured by Note and Mortgage, is as follows:

Principal Balance	\$215,454.07
Interest to December 5, 2023 at 4.125%	69,215.96
Property Inspections	510.00
Appraisal	900.00
Legal Fees and Costs	18,784.32
Hazard Balance	16,449.31
Tax Advance	11,755.72
PMI	4,785.42
NSF	20.00

Other Fees	25.00
Cost of Collection prior to hearing	8.53
Attorney Fees(awarded but unpaid)	1,232.50

TOTAL DEBT secured by Note and Mortgage, \$339,140.83
including interest to date shown

Interest for the period from December 5, 2023, as shown above at the rate of 4.125% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 4.125% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

20. Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto Plaintiff, including costs and Attorney's fees.

21. These defendants may claim an interest in the subject property:

- a. The United States of America acting by and through its agency, the Secretary of Housing and Urban Development, by virtue of its mortgage from Carolyn Brantley in the amount of \$70,250.00, recorded May 5, 2015, in Book 895 at Page 1;
- b. The United States of America acting by and through its agency, the Internal Revenue Service, by virtue of its tax liens against Carolyn Brantley:
 - (i) in the amount of \$58,029.04, serial number 935910113, filed May 6, 2013, in Book 850 at Page 38; and
 - (ii) in the amount of \$182,977.90, serial number 303142518, filed April 16, 2018, in Book 974 at Page 817;
- c. South Carolina Department of Revenue by virtue of its lien against Carolyn Brantley in the amount of \$1,753.67, filed May 31, 2019, lien ID 564000;
- d. T.N.S. LTD., LLC, as declarant, and by virtue of any accruing annual or special assessments pursuant to the provisions of the Declaration of Covenants, Conditions, Restrictions recorded November 21, 2002, in Book 265 at Page 76, and any amendments thereto.

The interests of these defendants are junior and subordinate to Plaintiff's first mortgage lien.



22. The defendant Carolyn Brantley as herself or through various aliases claims or may attempt to claim further interests in the property through numerous documents she has filed or caused to be filed with the Register of Deeds that embrace various "sovereign citizen"¹ theories or have or are designed to frustrate Plaintiff's rights in the subject property and the Court's adjudication of those rights. The Court finds these documents are materially false or fraudulent or are a sham legal process (see also S.C. Code Ann. § 30-9-30(B)(2)), and upon receipt of a filed copy of this Order, the Register of Deeds should annotate and/or update its indices to provide record notice that the following filings (shown by the recording date, book, and page) have been *invalidated* by this Court Order:

- a. June 28, 2007, in Book 565 at Page 291;
- b. June 28, 2007, in Book 565 at Page 295;
- c. February 10, 2009, in Book 721 at Page 161;
- d. February 10, 2009, in Book 721 at Page 164;
- e. February 10, 2009, in Book 721 at Page 181;
- f. September 24, 2010, in Book 796 at Page 461;
- g. June 29, 2012, in Book 830 at Page 170;
- h. June 29, 2012, in Book 830 at Page 174;
- i. June 29, 2012, in Book 830 at Page 190;
- j. June 29, 2012, in Book 830 at Page 193;
- k. August 17, 2012, in Book 832 at Page 958;
- l. May 21, 2013, in Book 851 at Page 34;
- m. May 21, 2013, in Book 851 at Page 35;
- n. September 9, 2013, in Book 858 at Page 47;
- o. December 16, 2014, in Book 885 at Page 629;
- p. February 4, 2015, in Book 889 at Page 451;
- q. April 16, 2015, in Book 893 at Page 820;
- r. April 16, 2015, in Book 893 at Page 829;

¹ The Sovereign Citizen movement has been uniformly rejected as legally frivolous by numerous courts across the country. "So-called sovereign citizens believe that they are not subject to government authority and employ various tactics in an attempt to, among other things, avoid paying taxes, extinguish debts, and derail criminal proceedings." Gravatt v. United States, 100 Fed. Cl. 279, 282 (2011); see El Ameen Bey v. Stumpf, 825 F.Supp.2d 537, 540-548 (D. N.J. 2011) (describing interplay of Moorish-American and Sovereign Citizen movements and holding plaintiff's reliance on Treaty with Morocco, or "Treaty of Peace and Friendship 1787" in civil suit raising claims against bank in order to assert interest in real property facially frivolous); United States v. Mitchell, 405 F. Supp. 2d 602, 604 (D. Md. 2005) (describing "flesh and blood defense" and its anti-government roots); see also United States v. Singleton, 2004 U.S. Dist. LEXIS 8234, 2004 WL 1102322, *3 (N.D.Ill. May 7, 2004) (denying motion to dismiss for lack of jurisdiction based on argument that defendant was "a flesh and blood man."); United States v. Secretary of Kansas, 2003 U.S. Dist. LEXIS 19539, 2003 WL 22472226 (D.Kan. Oct. 30, 2003) (criminal defendant who filed a lien against property owned by federal judge sought dismissal of injunctive action filed by United States because he was "a flesh and blood man."); Reeves v. United States, 105 F.3d 621 (Fed.Cir.1997) (describing an attempt to avoid payment of federal income taxes); United States v. Schneider, 910 F.2d 1569 (7th Cir.1990) (describing an attempt to present a defense in a criminal trial); Bryant v. Wash. Mut. Bank, 524 F.Supp.2d 753 (W.D.Va.2007) (describing an attempt to satisfy a mortgage).

- s. April 17, 2015, in Book 893 at Page 873;
- t. July 14, 2015, in Book 900 at Page 777;
- u. August 11, 2015, in Book 902 at Page 664;
- v. January 6, 2016, in Book 912 at Page 928;
- w. June 24, 2016, in Book 924 at Page 218;
- x. July 18, 2016, in Book 925 at Page 503;
- y. July 18, 2016, in Book 925 at Page 504;
- z. September 13, 2016, in Book 929 at Page 746;
- aa. January 16, 2018, in Book 968 at Page 289;
- ab. February 16, 2018, in Book 970 at Page 304;
- ac. September 21, 2018, in Book 985 at Page 650;
- ad. October 1, 2018, in Book 986 at Page 456;
- ae. May 10, 2019, in Book 1005 at Page 656;
- af. July 29, 2019, in Book 1013 at Page 410;
- ag. September 9, 2019, in Book 1016 at Page 954; and,
- ah. March 30, 2020, in Book 1036 at Page 907.

IT IS THEREFORE ORDERED:

1. Upon receipt of a filed copy of this Order, the Register of Deeds for Jasper County is hereby ordered to annotate and/or update its indices to provide record notice that the filings shown in Paragraph 22(a) through 22(ah) shown above have been and are *invalidated* by this Court Order.

2. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$339,140.83, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.

3. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 4.125%.

4. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be canceled.

5. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Clerk of Court or his/her agent, under the direction of the Special Referee, at public auction, at the Jasper County Courthouse, Ridgeland, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

- A. **FOR CASH:** The Clerk of Court will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.
- B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 4.125%.
- C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record, and to the right of the United States of America to redeem the property within 120 days from the date of the foreclosure sale pursuant to Sec. 2410(c), Title 28, United States Code.
- D. This Mortgage is a first priority lien on the subject property and is a Purchase Money Mortgage.
- E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

6. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Clerk of Court only the amount of the costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.

7. The Clerk of Court will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 20 days after date of sale, then the Clerk of Court may advertise the said premises for sale on the next, or some other



subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

8. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

9. That the Clerk of Court will apply the proceeds of the sale as follows:
FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.
NEXT: To the payment of Plaintiff, or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.
NEXT: Any surplus funds will be held pending further order of the Court.

10. **IT IS FURTHER ORDERED** that in the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and upon issuance of a Writ of Assistance by this Court, the Sheriff of Jasper County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

11. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said premises, upon full compliance with the bid, Purchaser is authorized to remove therefrom all furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property, being deemed abandoned, shall be removed by Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.



12. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof, except as to the right of the United States to redeem the property as set forth herein.

13. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

14. **IT IS FURTHER ORDERED** that the Special Referee will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

15. Any sale pursuant to this order is *without* warranty of any kind. Neither Plaintiff nor Court warrant title to any third-party purchaser. All third-party purchasers are made parties to this action and are deemed to have notice of all matters disclosed by the public record, *including* the status of title. See Ex parte Keller, 185 S.C. 283, 194 S.E. 15 (1937); Wells Fargo Bank, NA v. Turner, 378 S.C. 147, 662 S.E.2d 424 (Ct. App. 2008).

16. The Special Referee shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Carolyn Brantley to Mortgage Electronic Registration Systems, Inc., as nominee for Real Estate Mortgage Network, Inc. dated September 4, 2009 and recorded in the Office of the Register of Deeds for Jasper County on September 10, 2009 in Book 760 at Page 243.

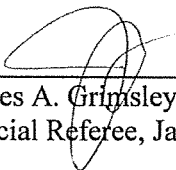


17. The following is a description of the premises herein ordered to be sold:

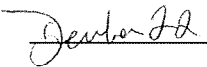
All that certain piece, parcel, or lot of land, situate, lying and being in Ridgeland, Jasper County, South Carolina, designated as Lot 13, Oak Plantation Commons, Phase I, as shown on a subdivision plat of Oak Plantation Commons, Phase I, prepared by TGS Land Surveying, Thomas G. Stanley, PLS, dated August 1, 2001, a copy of which is recorded in the Register of Deeds for Jasper County, South Carolina in Plat Book 26 at Page 139. For a more complete description as to metes, bounds, courses and distances, reference is made to the above referred plat of record.

TMS No: 062-04-00-013
Property Address: 200 Oak Plantation Drive, Ridgeland, SC 29936

This being the same property conveyed to Carolyn Brantley by deed of Linda St. John and Mitchell E. St. John, dated August 31, 2009, recorded in the Office of the Register of Deeds for Jasper County September 10, 2009, in Deed Book 760 at Page 240.



James A. Grimsley, III,
Special Referee, Jasper County

, 2023
Beaufort, South Carolina