

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

William P. Keesley, Circuit Court Judge

Case No. 2022CP2300922
Appellate Case No. 2022-000741

Triangle Palisades At the Park Llc,
Respondent,

v.

Mercedes Boyd,
Appellant

Return to the Respondent's Motion to Dismiss Appeal for Failure to
Maintain Appellate Bond Due to Executing Bill of Exchange with Plea of
Accord and Satisfaction

I am writing in response to the respondent's motion to dismiss the appeal, alleging a failure to maintain the appellate bond. Enclosed herewith is my response to respondent's aforementioned motion, supported by compelling reasons as detailed below.

The crux of this motion lies in the execution and delivery of a Bill of Exchange, serving as fulfillment for the obligations outlined in the initial agreement. This Bill of Exchange, duly provided to the respondent in the amount of \$1410.00 on September 3 2022, was unambiguously accepted and acknowledged by the respondent as complete satisfaction and discharge of the obligations mentioned in the declaration.

In Good Faith I also executed and delivered a Bill of Exchange on the 5th and 6th day of October and again in November 2022 and this I am ready to verify.

The legal principle of accord and satisfaction is pivotal in this instance, as the execution of the Bill of Exchange stands as clear evidence of the resolution and discharge of the obligations cited in the respondent's motion to dismiss the appeal.

I've included correspondence and/or documentation and receipts as supporting evidence labeled Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F.

It is respectfully requested that the court grants this motion to strike the respondent's motion to dismiss the appeal. The presented evidence and the application of the accord and satisfaction principle demonstrate the fulfillment of obligations, thus nullifying the respondent's grounds for dismissal.

I kindly urge the court to consider this motion in line with the facts and legal principles of this case. Your attention and consideration of this matter are greatly appreciated.

Should further information or clarification be required, I am readily available to provide additional details.

Thank you for your time and attention to this matter.

November 12 ,2023

Respectfully submitted,

/s/ Mercedes:Boyd
Mercedes Boyd
805 Mauldin Road
Apt 2306
Greenville, South Carolina 29607
(864) 230-8046
Appellant

RECEIVED

Apr 17 2024

SC Court of Appeals

Mercedes Boyd

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

William P. Keesley, Circuit Court Judge

Case No. 2022CP2300922

Appellate Case No. 2022-000741

Triangle Palisades At the Park Llc,

Respondent,

v.

Mercedes Boyd,

Appellant I am writing in response to the Respondent's Motion to Dismiss for Moot in the above-captioned case. As the Appellant, I respectfully request that this Honorable Court deny the Respondent's motion and proceed with consideration of my prayer for relief, as outlined below.

1. **Introduction:** The Respondent contends that this case is moot due to certain actions taken by the Appellant. However, I maintain that my prayer for relief remains unresolved, necessitating further adjudication by this Court.
2. **Prayer for Relief:** My prayer for relief seeks to zero out all account balances/ledgers, whether private or public, associated with Triangle At the Park and/or Southwood Realty, any of its affiliates, and counsels. Additionally, I request the issuance of a letter of satisfaction as proof that all balances/obligations/claims/alleged debt are fully satisfied and paid in full. Furthermore, I seek assistance in removing all cases brought against Mercedes Boyd/MERCEDES BOYD by Triangle At the Park from the public index/record.

3. **Continued Relevance:** Despite the Respondent's assertions of mootness, my prayer for relief remains pertinent and requires resolution by this Court. Denying the Respondent's motion will allow for the full consideration of the relief sought and ensure that justice is served.
4. **Court's Authority:** This Court maintains the authority to adjudicate upon my prayer for relief and provide appropriate remedies in accordance with the law. Dismissing the case as moot would deprive me of the opportunity to seek redress for the grievances outlined in my prayer for relief.
5. **Request to Deny Respondent's Motion:** In light of the foregoing arguments, I respectfully request that this Honorable Court denies the Respondent's motion to dismiss for moot. Denying the motion will allow for the full consideration of my prayer for relief and ensure that justice is served.
6. **Conclusion:** In conclusion, I urge this Honorable Court to carefully consider the arguments presented herein and recognize the importance of addressing my prayer for relief. Denying the Respondent's motion will enable the Court to provide a comprehensive resolution to the matter at hand.

Thank you for your attention to this matter. I am available at your convenience to provide further clarification or address any questions the Court may have.

4/16/2024

Respectfully submitted,

/s/ Mercedes:Boyd

112 Davenport Road

Apt 205

Simpsonville, SC 29680

(864) 230-8046

Appellant

NOTICE TO AGENT IS NOTICE TO PRINCIPLE, NOTICE TO PRINCIPLE IS NOTICE TO AGENT

Affidavit of Truth

Mercedes Boyd, Appellant	}	
	}	
vs.	}	4/16/2024
	}	
Triangle Palisades at the Park, LLC d/b/a	}	
Palisades at the Park, Respondent	}	

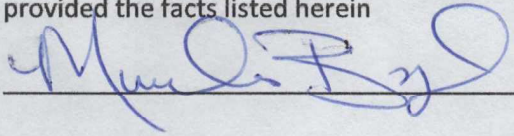
AFFIDAVIT OF TRUTH

Consumer Enforcement as Administrative Counter-Claim by Private Right of Action

Notice to all, I am that I am, the consumer in fact, natural person, original creditor, Ender, executor, administrator, holder in due course for any and all derivatives thereof for the surname/given name Boyd, Mercedes, and I have been appointed and accept being the executor both public and private for all matters proceeding, and I hereby claim that I will d/b/a Mercedes, Boyd and autograph as the agent, attorney in fact, so be it; Whereas, I of age, of majority, give this herein notice to all, I make solemn oath to the one and only most high of creation only, whoever that may be, and I depose the following facts, so be it, now present:

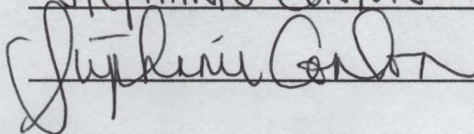
Fact, Affiant is aware and has proof in attachment labeled Exhibit 1 that Triangle Palisades at the Park, LLC d/b/a Palisades at the Park accepted a bill of exchange for Accord and Satisfaction that fully satisfied any and all claims, debt, and obligations owed by MERCEDES BOYD/Mercedes Boyd for 805 Mauldin Road Apt 2306 Greenville SC 29607.

On the date of April 17, 2024, agent Mercedes Boyd came before me today present as flesh and blood living being (Non entity/non debtor) under oath to the most high of creation only and provided the facts listed herein



Sworn to or Affirmed by and subscribed before me on the 17th day of, April year 2024

Stephanie Conlon Notary Name

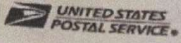
 Notary Signature

My Commission Expires
December 14, 2028



AFFIDAVIT

EXHIBIT 1



CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION
NOT NEGOTIABLE

Pay to	Palisades At The Park		KEEP THIS RECEIPT FOR YOUR RECORDS
Address	805 Mauldin Road Greenville SC 29607		

Serial Number: 28090061111
 Year, Month, Day: 2022-09-03
 Post Office: 296150
 Amount: \$1,000.00
 Clerk: 05



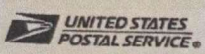
POSTAL MONEY ORDER

Serial Number: 28090061111
 Year, Month, Day: 2022-09-03
 Post Office: 296150
 U.S. Dollars and Cents: \$1,000.00
 Amount: One Thousand Dollars and 00/100

Pay to	Palisades At the Park		From Mercedes Boyd
Address	805 Mauldin Road Apt 2306 Greenville SC 29607		
Memo	Paid in full		Address: 805 Mauldin Rd. Apt 2306 Greenville SC 29607

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
 :00000800 2: 28090061111

Exhibit A



CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION
NOT NEGOTIABLE

Pay to	Palisades At the Park		KEEP THIS RECEIPT FOR YOUR RECORDS
Address	805 Mauldin Road Greenville SC 29607		

Serial Number: 28090061122
 Year, Month, Day: 2022-09-03
 Post Office: 296150
 Amount: \$410.00
 Clerk: 05



POSTAL MONEY ORDER

Serial Number: 28090061122
 Year, Month, Day: 2022-09-03
 Post Office: 296150
 U.S. Dollars and Cents: \$410.00
 Amount: Four Hundred Ten Dollars and 00/100

Pay to	Palisades At the Park		From Mercedes Boyd
Address	805 Mauldin Road Greenville SC 29607		
Memo	Paid in Full		Address: 805 Mauldin Rd. Apt 2306 Greenville SC 29607

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
 :00000800 2: 28090061122



CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

Pay to
Address

KEEP THIS RECEIPT FOR YOUR RECORDS

NOT NEGOTIABLE

Serial Number
28439129081

Year, Month, Day 2022-10-06 Post Office 296620 Amount \$196.00 Clerk 03



POSTAL MONEY ORDER

Serial Number
28439129081

Year, Month, Day 2022-10-06 Post Office 296620 U.S. Dollars and Cents \$196.00 1

Amount One Hundred Ninety Six Dollars and 00/100 ***** 1

Pay to Palisades at the Park Clerk 03

Address 805 Mavidin Rd - Bville SC 29607 From Mercedes Boyd
Address 805 Mavidin Rd - #2306 Greenville SC 29607

Memo "paid in full" upon receipt this is full satisfaction of all claims # 2306

000000800 2

2843912908 1

Exhibit B

WesternUnion WU
 MONEY ORDER
 19-437278031
 A 348751 D 100522
 T 1932 05
 19437278031 L 000042
 \$ 1000.00
 PAY EXACTLY ONE THOUSAND DOLLARS AND NO CENTS
 PAY TO THE ORDER OF Palisades at the Park # 2306
 805 Maxwell Rd # 2306 Grville x Mercedes Boyd
 upon receipt this is full satisfaction of all claims paid in full
 @02100400: 40194372780311

MONEY ORDER RECEIPT - NON NEGOTIABLE

You can now use cash to pay for millions of Amazon.com products Western Union Agent locations. Simply come to one of our Agent cash to your Amazon balance with Amazon Cash. Find out more at wu.com

AGT 348751 LOC 000042 DT 100522 \$1000.00 1THOUSANDDOLLARS AND NO CENTS



LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

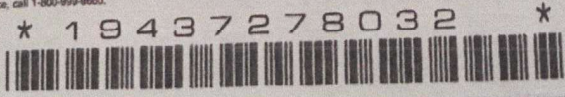
EXPIRES

WesternUnion WU
 MONEY ORDER
 19-437278032
 A 348751 D 100522
 T 1932 05
 194372780320 L 000042
 \$ 410.00
 PAY EXACTLY FOUR HUNDRED TEN DOLLARS AND NO CENTS
 PAY TO THE ORDER OF Palisades at the Park # 2306
 805 Maxwell Rd # 2306 Grville x Mercedes Boyd
 upon receipt this is full satisfaction of all claims paid in full
 @02100400: 40194372780320

MONEY ORDER RECEIPT - NON NEGOTIABLE

Use cash to pay for millions of Amazon.com products with Amazon participating Western Union Agent locations; or add cash to you with Amazon Cash, then shop on Amazon.com. Find out more at wu.com

AGT 348751 LOC 000042 DT 100522 \$410.00 4HUNDRED10DOLLARS AND NO CENTS



LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

UNITED STATES POSTAL SERVICE
POSTAL MONEY ORDER

Serial Number: 28090061943
 Year, Month, Day: [blank] Post Office: [blank] U.S. Dollars and Cents: \$1000.00
 Amount: One Thousand Dollars and 00/100
 Clerk: 05

Pay to: Palisades at the Park
 Address: 805 Mauldin Road Greenville SC 29607
 From: Mercedes Boyd
 Address: 805 Mauldin Road #2306 Greenville SC 29607

Memo: Upon receipt this is Accord and Satisfaction of All Claims/debts #2306
 :000008002:
 28090061943

UNITED STATES POSTAL SERVICE
POSTAL MONEY ORDER

Serial Number: 28090061954
 Year, Month, Day: [blank] Post Office: [blank] U.S. Dollars and Cents: \$570.00
 Amount: Five Hundred Seventy Dollars and 00/100
 Clerk: 05

Pay to: Palisades at the Park
 Address: 805 Mauldin Rd Greenville SC 29607
 From: Mercedes Boyd
 Address: 805 Mauldin Rd #2306 Greenville SC 29607

Memo: Upon receipt this is Accord and Satisfaction of All claims/debts #2306
 :000008002:
 28090061954

Exhibit D

Exhibit E

9/15/2022

Palisades at the Park,

NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT

This is notice that the claim is now settled in full for the entire balance due. I executed my bill of exchange on September 3rd 2022 and conspicuously made it clear "Paid in Full" on the instrument in which was accepted and not returned in the same manner provided at the leasing office. In Good Faith, In October I will execute another bill of exchange in accordance with the Law SECTION 36-3-311 .Accord and Satisfaction by use of Instruments to again settle in full payment for any and all alleged debt/claim and future claims.

Best Regards,

Mercedes Boyd

Without prejudice, without recourse

Cc: Southwood Realty

Cc: Triangle Palisades at the Park, LLC

Cc: Ryan Allen Huggins, Esquire

Cc: Attorney General

IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA

Exhibit F

MERCEDES BOYD

v.

Palisades At the Park

PLEA OF ACCORD AND SATISFACTION

For as plea defendant, I, Mercedes S. Boyd, People of the United States of America native (South Carolinian) , Private National of the United States, non-citizen after the making of the said several promises and undertaking in the plaintiff's declaration mentioned and before the commencement of this suit to wit on the ____3rd__ day of ____September____ 2022. I executed and delivered my Bill of Exchange in writing for the payment of \$ ____1410.00____ to the plaintiff/respondent at a certain date, now elapsed, and the plaintiff did and there accepted and received the same from me in full satisfaction and discharge of the said several promises and undertakings in the declaration mentioned, and all of the damages and sums of money thereupon due and owing. In Good Faith I executed and delivered a Bill of Exchange on the 5th and 6th day of October 2022 and again in November 2022 and this I am ready to verify.

Legal Determination Regarding Accord and Satisfaction

The intent of the receiving party is not taking into consideration. See *Holley v. Holley*, Idaho App. 1996, 915 P.2d 733, 128 Idaho503

Words of Protest can not change the rules of Accord and Satisfaction. See *McMahon Food Corp. v. Burger Dairy v. Burger Dairy Co.* C.A.7 (Ill) 1996, 103 F. 3d 1307, (Rehearing Denied)

Obliterating and/or wiping out the verbiage does not void the principles of Accord and Satisfaction. See; *Holley v. Holler*, Idaho App. 1996, 915 P.2d 733, 128 Idaho503

Failure to Notice, Acknowledge and or understand the verbiage does not change the provisions of Accord and Satisfaction. See; *McMahon Food Corp. v. Burger Dairy Co.* C.A.7 (Ill,) 1996, 103 F.3d 1307.(Rehearing Denied)

Verbiage such as "Upon Receipt" and the like are acceptable to use on instruments. See; *In re Runge*, Bkrtcy. D.N.H. 1998, 226 B.R. 298

Accord and Satisfaction if done once is sufficient even if an additional is Tendered at a later date. Should a debtor make such additional payment, said Debtor is entitled to Reimbursement of all subsequent payments. See; *Austin v. Padgett*, Miss. 1996, 678 So.2d 1002

Respectfully submitted,

/s/ Mercedes:Boyd

Mercedes Boyd

805 Mauldin Road

Apt 2306

Greenville, South Carolina 29607

(864) 230-8046

Appellant

RECEIVED

Apr 17 2024

SC Court of Appeals

PROOF OF SERVICE OF RETURN TO RESPONDENT'S MOTION TO DISMISS FOR MOOT

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas,

William P. Keesley, Circuit Court Judge

Case No. 2022-CP-23-00922

Magistrate Case No. 2022CV2311000278

Triangle Palisades At The Park Llc Db

Palisades At the Park, Respondent,

v.

Mercedes Boyd, Appellant.

PROOF OF SERVICE

I certify that I have served the Return to the respondent's motion to dismiss for moot to Gannt Summary Court, the Court of Common Pleas, and to the Respondent's attorney at Post Office Box 4216 Columbia, South Carolina 29240.

4/16/2024 Mercedes Boyd

RECEIVED

Apr 17 2024

SC Court of Appeals

MOTION FOR LATE FILING

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas,

William P. Keesley, Circuit Court Judge

Case No. 2022-CP-23-00922

Magistrate Case No. 2022CV2311000278

Triangle Palisades At The Park Llc DbA

Palisades At the Park, Respondent,

v.

Mercedes Boyd, Appellant.

I am asking permission from the Court to allow this motion to late filing due to not receiving the respondents motion to dismiss dated March 5 2024 by mail. The respondent mailed the documents to 805 Mauldin Road, Apt. 2306 Greenville South Carolina 29607 in which they were aware of the eviction that removed me from that residence in February 2024. I followed up with the Court of Appeals due the elapsed deadline for the respondent order from the court to submit their initial brief and designation of matter, in which I was informed of my new appeals specialist and the respondent's motion to dismiss. The court has provided me a copy of the respondent's motion to dismiss in which I am seeking permission to file a response.

4/16/2024