

RESPONDENTS PETITION IN OPPOSITION TO:

Appellant's Petition for Rehearing

In The Court Of Appeals

Kenneth Curtis, Respondent

Vs

Cynthia Glenn, Appellant

Appellate Case No. 2020-001699

Appeal from Greenville County

Hon. Charles B. Simmons Jr., Master In Equity

RECEIVED
MAY 22 2024
SC Court of Appeals

PETITION and PROFFER

Comes now, Respondent Kenneth Curtis in opposition to Appellant Cynthia J. Glenn in Petition for Rehearing and offering in Proffer, irrefutable evidence in support of claims made herein.

1. The so named and identified Appellant Cynthia J. Glenn acting with full knowledge, and as her own attorney has filed and sworn elaborate comprehensive notice with the Greenville County Clerk of Courts (*Proffered herewith as attachments* taken from public record), that the legal person and entity Cynthia Glenn, as identified and qualified in this case, Does Not Exist.
2. Appellant Glenn claims in these sworn documents:
 - a) Not to be a U.S Citizen nor State Resident,
 - b) Not to be under the jurisdiction of this Court.
 - c) That proper jurisdiction for her status is "Only in Article III Courts".
 - d) That she has "voided all known contracts as Cynthia Glenn a U.S citizen, including Residency, Voters registration, and Driver's License"
 - e) That she does NOT use the name "CYNTHIA JANE GLENN", "CYNTHIA J. GLENN", or "CYNTHIA GLENN"

Respondent Kenneth Curtis therefore asserts before this Court that no legal person, Cynthia Glenn, so named or providing identification in this case exists for this case to continue or for judgement or rehearing to apply thereto. Cynthia Glenn by her own sworn declaration has abandoned this case and does not exist as a legal entity.

No enforcement mechanism could possibly or reasonably exist in identification, implementation or application in any decision of this Court of Appeals.

Respondent Kenneth Curtis pleads before this Court of Appeals to accept and examine the attached Proffered Documents in the interest of justice and judicial integrity, and end this ridiculous, clearly evident and fraudulent manipulation of the courts by Appellant Glenn, refuse her petition for Rehearing, remitting jurisdiction to Master In Equity, Hon. Charles Simmons Jr.

OR

Require Appellant's personal appearance before this Court to answer questions under oath concerning her sworn statements proffered herewith.

Kenneth E. Curtis Pro Se

A handwritten signature in black ink, appearing to read 'Kenneth E. Curtis', written over the typed name.

May 18, 2024

113 Edwards Rd, Marietta, SC 29661

(864) 884-9503

PROFFER #1

**NOTICE OF RESCISSION OF SIGNATURE
Fisher v. Glenn et al 2022CP2301799**

February 11, 2024

From: Cynthia-Jane: Glenn, ben
ICO 411 West Main Street, Unit 87
Gray Court, South Carolina [29645]

To: Clerk of Court
Brice Garrett
Greenville County Courthouse
305 East North Street
Greenville, SC 29601

**NOTICE TO PRINCIPAL IS NOTICE TO AGENT
NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

I, Cynthia-Jane:Glenn, a living woman, non-resident of Greenville and non-resident of South Carolina, hereby extinguish, rescind¹, revoke, cancel, abrogate, annul, nullify, discharge, and make void ab initio all signatures, belonging to me, on all previously filed documents in regard to case Fisher v. Glenn et al 2022CP2301799 and all powers of attorneys, real and implied, connected thereto, on the grounds that my purported consent was not voluntarily and freely obtained, but was made through mistake, duress, fraud, and undue influence, and having first-hand knowledge of the facts contained herein, state as follows:

1. I make this rescission voluntarily and without prejudice,
2. A contract must be entered into knowingly, intelligently, intentionally, and with fully informed consent. Otherwise, there is no contract,
3. That when I placed my signature on documents, I was unaware of the ramifications and that said act was without prior notice to me of any forfeiture of God given rights would occur by way of said act, including, but not limited to forfeiture of rights secured by the Organic Laws of the United States of America.
4. I was induced by fraud and duress to sign such forms and I was denied full disclosure. I was misled by those who knew, or should have known,

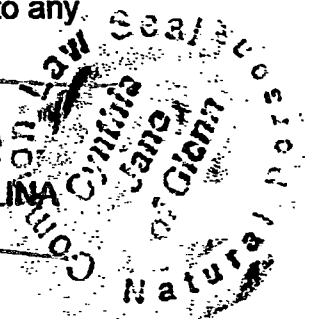
¹ Rescission: (Black's 6th Edition Law Dictionary) "To abrogate, annul, avoid, or cancel a contract; particularly, nullifying a contract by the act of a party. The right of rescission is the right to cancel (rescind) a contract upon the occurrence of certain kinds of default by the contracting party. To declare a contract void in its inception and to put an end to it as though it never were. Russel v. Stephens, 191 Wash. 314, 71 P.2d 3031...A rescission amounts to the unmaking of a contract, or an undoing of it from the beginning. It necessarily involves a repudiation of the contract and a refusal of the moving party to be bound by it..."

into believing that filing such forms was necessary and applied to my situation.

5. ~~That in placing my signature on documents I was never informed that said act would forfeit my de jure status as one of the people or their posterity and place me under Rule as a citizen, person or resident: or that I could be considered a "citizen of the UNITED STATES" subject to the jurisdiction thereof, as defined in the 14th Amendment to the Federal Constitution.~~

I hereby withdraw and rescind any and all signatures and do not consent to any jurisdiction implied by those signatures.

~~Cynthia-Jane:Glenn Ben with Seal~~
Cynthia-Jane:Glenn, *sui juris* ~~President~~
Without the STATE OF SOUTH CAROLINA

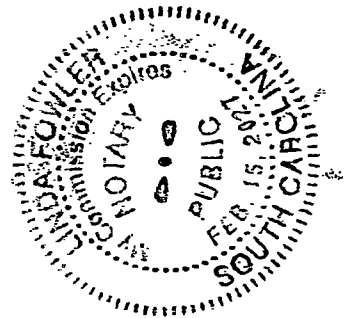


ACKNOWLEDGEMENT

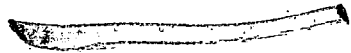
Subscribed and sworn to before me, Linda Fowler the undersigned notary public, this date: February 12th 2024 by Cynthia-Jane:Glenn, whose autograph I witnessed on this date on the landmass known as Greenville, South Carolina.

[Signature]
Notary Public

My Commission Expires: 2-15-2027



PROFFER #2

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	2022-CP-23- 01799
J. Mereinda Fisher, individually, and as)	
Member of Fisher and Reid, LLC)	
Plaintiff,)	
vs.)	NOTICE TO THE COURT OF
Cynthia J. Glenn, individually, and as)	LACK OF JURISDICTION, IMPROPER FILING and
Member of Fisher and Reid, LLC, and)	DISMISSAL
Carolina Birth Center, LLC d/b/a Carolina)	
Water Birth)	
Defendants.)	

Brice Garrett CDD BULL SC

I, Cynthia-Jane of the family Glenn, sui juris, in propria persona¹ now submit my testimony in the form of an Affidavit regarding notice of lack of personal and subject matter jurisdiction ²and Dismissal.

Cynthia has not been contacted regarding a docket date, she has not agreed to toll the statute of limitations nor has she received a motion to restore per SC Rule 40(j). She is not a U.S. citizen, not a Greenville County resident and does not domicile therein.

THERE IS A LACK OF CONTROVERSY - Plaintiff has full knowledge that an offer and acceptance has been made prior to any filings of this case and another amended offer and acceptance on October 12, 2022 and reaffirmed on Oct 6, 2023 and November 29, 2023; therefore, no controversy exist. Without a controversy, the court lacks subject matter jurisdiction. These agreements are within the statement of truth and remain facts. Likewise, we cannot resort to an inferior remedy nor burden the court or fellow man[kind] when a resolution has occurred in the private.^{3 4} In South Carolina, jurisdiction, or the basic

¹ In pleading that pleas to the jurisdiction of the court must be plead in propria persona, because if pleaded by attorney they admit the jurisdiction, as an attorney is an officer of the court, and he is presumed to plead after having obtained leave, which admits the jurisdiction. Lawes, Pl. 91.

² Once jurisdiction is challenged, it must be proven. Basso v. Utah Power & Light Co . 395 F 2d 906, 910 (10th Cir. 1974); Merritt v. Hunter, 170 F2d 739 (10th Cir. Kansas1948)

³ A SUMMO REMEDIO AD INFERIOREM ACTIONEM NON HABETUR REGRESSUS, NEQUE AUXILIUM. From (after using) the highest remedy, there can be no recourse (going back) to an inferior action, nor assistance, (derived from it.) Fleta, lib. 6, c. 1, § 2. A maxim in the old law of real actions, when there were grades in the remedies given; the rule being that a party who brought a writ of right, which was the highest writ in the law, could not afterwards resort or descend to an inferior remedy. Bract. 112b; 3 Bl.Comm. 193, 194.

⁴ SC Code of Laws SECTION 14-1-50. Common law of England continues in effect. All, and every part, of the common law of England, where it is not altered by the Code or inconsistent with the Constitution or laws of this State, is hereby continued in full force and effect in the same manner as before the adoption of this section.

authority of a judge to hear and exercise judgment of a matter, is based upon three considerations: territorial jurisdiction, subject matter jurisdiction, and the amount in controversy (Magistrate Law in Civil Actions 1. Jurisdiction). Controversy or dispute must exist in order for jurisdiction to exist (*Where...there is no controversy, no dispute, and therefore no case... Keith v. Levi, C.C.Mo., 2 F. 745; Ft. Pitt Gas Co. v. Borough of Sewickley, 198 Pa. 201, 47 A. 957.*)

On February 12, 2024, Cynthia-Jane presents payment and fulfills contracts to Fisher (see TRUTH A). She acts in honor, good faith and fair dealings and has acted upon the offer and acceptance and has thereby canceling all debt and obligation to Fisher. Truth is sovereign (Exodus 20:16; Ps. 117:2).⁵

As recently as November 29, 2023, Plaintiff inquires about a potential closing date for the sale of the building (see TRUTH B). This is additional proof that the case is without controversy.

THIS CASE IS ABANDONED. The case was filed in March 2021 and is abandoned, in entirety, because there is an agreement in place and time limits have expired.

Plaintiff makes no attempt at mediation as is required within 300 days of filing and does not preserve the case or the limitations.

Plaintiff continues to represent to Cynthia-Jane that the agreement to sell the property and withdraw the complaint with prejudice is acceptable. Plaintiff requests proof of funds and they are produced via emails and signature from banking institutions (see TRUTH G). Plaintiff continues to contact Cynthia-Jane regarding closing dates and Cynthia-Jane has even supplied funds to the agreed upon closing attorney (see TRUTH A).

Cynthia now discovers but does not understand why attorney for plaintiff has sent an email to the court notifying them that negotiations have failed. These claims are without merit.

THERE ARE NO TRUE DEFENDANTS IN THIS CASE. The attorney of record for Plaintiff files this case with full knowledge that this case is without merit or jurisdiction, that offer and acceptance occurs prior to case filing and there are no true defendants:

Carolina Water Birth is a fiction. I am unaware of any such organization and it is not the d/b/a for Carolina Birth Center LLC; therefore, there is no such defendant as Carolina Birth Center LLC d/b/a Carolina Water Birth.

Additionally, even without the d/b/a entitled Carolina Water Birth; Carolina Birth Center LLC also does not exist now or during any context of this case:

Carolina Birth Center, LLC ceases to function on May 22, 2021 when the last baby is born in the former Simpsonville location. Carolina Birth Center continues business on


HISTORY: 1962 Code Section 1-19; 1972 (57) 2775.

⁵ TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12). An affidavit is your solemn expression of your truth. In commerce, an affidavit must be accompanied and must underlay and form the foundation for any commercial transaction whatsoever. There can be no valid commercial transaction without someone putting their neck on the line and stated, "this is true, correct, complete and not meant to mislead." AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. (12 Pet. 1:25; Heb. 6:13-15;) Claims made in your affidavit, if not rebutted, emerge as the truth of the matter.

December 22, 2021 in its current location as a private membership association (PMA).
After a time of public notice, Carolina Birth Center, LLC is officially terminated.

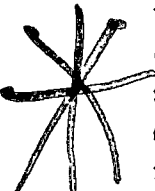
Fisher and Reid, LLC cannot be both a Plaintiff and a Defendant⁶ and the Plaintiff's attorney cannot represent both sides. Plaintiff is creating a disqualifying conflict of interest without the consent from all parties.

"Cynthia J. Glenn," as captioned, is a different person/entity/corporation than Cynthia-Jane, see section "THERE IS NO PERSONAL JURISDICTION."

 THERE IS NO PROPER SERVICE FOR THIS CASE. Service has not been established for a legal person or corporate entity known as Cynthia J. Glenn. Nor is service established for Carolina Birth Center, LLC or Fisher and Reid LLC. Service has only occurred to the living woman, Cynthia-Jane, and she is not the intended Defendant in this case (see section PERSONAL JURISDICTION AND IMPROPER COURT).

COMMUNICATION IS ONGOING. Attorney of Record for Plaintiff, refuses to update Cynthia-Jane or discuss the case for many months at a time. He takes a break in communication to falsely notify the court that there had been a breakdown in negotiations when he is well aware that a contractual agreement is accepted. Over the last few months, the attorney of record only speaks with Cynthia-Jane if she agrees to drive over an hour to meet personally in his office. Because it is not possible for Cynthia-Jane to travel to his office, he is again ceasing communication (see TRUTH C, E).

In the accepted offer, Plaintiff agrees to sell the property and voluntarily withdraw the complaint with prejudice, yet the attorney accuses Cynthia-Jane of "practicing law without a license" when she attempts to move forward with closing arrangements and he then ceases productive communication (see TRUTH C, D).

 DEFENDANT REVOKES HER SIGNATURES. Without knowledge or understanding and under duress from failures of a hired consultant attorney, Cynthia-Jane improperly filed an Answer and Motions in this case. Now having a better understanding of parties, jurisdiction and consent; she has revoked signatures and consent for jurisdiction. Being a non-citizen and non-corporation, Cynthia-Jane is entitled to equal standing in court to prevent bias and prejudice. Jurisdiction can be challenged at any time.⁷

THERE IS NO PERSONAL JURISDICTION. I am Cynthia-Jane, a human, living woman and not a legal or artificial person, individual⁸, entity or corporation.

Although Cynthia-Jane originally believed she was one of the Defendant of record, counsel for Plaintiff repeatedly refuses to speak with her or return her emails for many months at a time (see TRUTH C, E), claiming that he does not have to speak with her because she is not an attorney, claiming that the


⁶ Bryan v. Kales, (1892), 3 Ariz. 423, the court said that the presence of adversary parties was so fundamental that if it appeared that the plaintiff was suing personally in a suit against himself as administrator, any judgment entered would be "utterly void."


⁷ Once challenged, jurisdiction cannot be 'assumed,' it must be proved to exist!

⁸ INDIVIDUAL. As a noun, this term denotes a single person as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it may, in proper cases, include artificial persons. State v. Bell Telephone Co., 36 Ohio St. 310, 38 Am.Rep. 583.

settlement is confidential and accusing her of practicing law without a license (see TRUTH D). Since living humans are entitled to speak sui juris, the attorney of record's refusal to speak to Cynthia-Jane along with his accusation that she is practicing law without a license are his own admission that this case is against a legal individual or corporation entitled CYNTHIA J. GLENN. On December 18, 2023, Plaintiff's attorney Daniel Hughes states, "You cannot represent yourself in this case because the claims are against a corporate entity" (see TRUTH D).

In the December 18th statement, Hughes clarifies that the case is entirely against a corporate entity. Since it is established that Cynthia-Jane is a living woman, she therefore cannot be a defendant in this case.

 THIS CASE IS NOT FILED IN THE CORRECT COURT. If Plaintiff wishes to properly file a case against Cynthia-Jane, a non-citizen, such filings can only be claimed in an Article, III Court which provides for Diversity of Citizenship, controversy against non-US citizens (Equality before the law⁹). Since Plaintiff alleges that the amount of suit is greater than \$75,000, qualification is established.

 Born in South Carolina to the parents of non-U.S. Citizens, the status of Cynthia-Jane is that of a state national, denizen¹⁰ or sojourn¹¹. Cynthia-Jane is neither resident nor citizen. Being a living woman, she is protected by the Fifth Amendment to the Constitution against self-incrimination, guaranteed a set of basic inalienable rights, including life, liberty, and the pursuit of happiness and she has committed no crime¹². Cynthia-Jane has voided all known contracts as a U.S. citizen including residency, voter's registration and driver's license. She has noticed the correction of status in the public record. She is neither a U.S. Citizen nor a Municipal citizen; not a dependent of any District or Agency Personnel or employee or citizen of any Federal Corporation; not a slave, criminal, pauper, bankrupt person or Felon. Cynthia-Jane is not a Bar Attorney or Lawyer, not a public trust nor representing a public trust, does not use the name "DEFENDANT" or "CYNTHIA JANE GLENN" and does not wave her birthright estate/Estate.

WHEREAS; the court is without Subject Matter or Personal Jurisdiction, service has not been accomplished, the case is abandoned and no controversy exist upon which the court can rule; the court cannot hear these claims without the consent of this affiant, which she is denying;

THEREFORE, the case is dismissed.

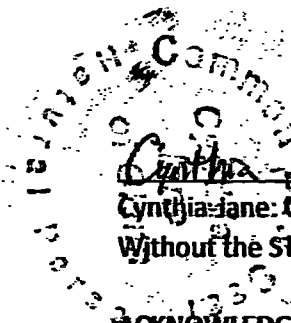
⁹ EQUAL PROTECTION. The fourteenth amendment provides that "no State shall make or enforce any law which shall deny person within its jurisdiction the equal protection of the law." Equal protection means that the government must treat similarly situated individuals in the same manner.

¹⁰ DENIZEN In American law. A dweller; a stranger admitted to certain rights in a foreign country or as one who lives habitually in a country but is not a native born citizen; one holding a middle state between an alien and a natural born subject. United States ex rel. Zdunic v. Uhl, D.C. N.Y., 46 F.Supp. 688, 691. The word is also used in this sense in South Carolina. See McClenaghan v. McClenaghan, 1 Strob.Eq., S.C., 319, 47 Am. Dec. 532.

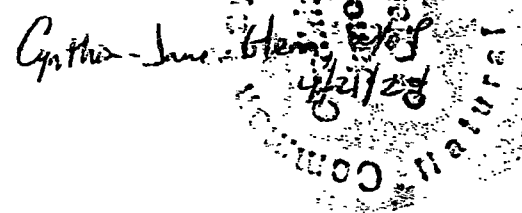
¹¹ SOJOURNING. This term means something more than "traveling," and applies to a temporary, as contradistinguished from a permanent, residence. Henry v. Ball, 1 Wheat. 5, 4 L.Ed. 21; In re Gahn's Will, 110 Misc. 96, 180 N.Y.S. 262, 266

¹² Personal liberty allows affiant to live in pursuit of happiness provided there is no harm/injury to another living man or woman. The Affiant's personal liberty protects him from being forced to appear and unwittingly give implied consent to contract with any state agency.

Sworn as the truth and the whole truth,



Cynthia-Jane: Glenn, ben 4/22/24
Cynthia-Jane: Glenn, ben., Without Prejudice
Without the STATE OF SOUTH CAROLINA



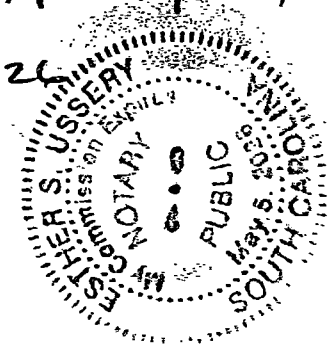
ACKNOWLEDGEMENT

Subscribed and sworn to before me, the undersigned notary public, this date: April 22, 2024
Greenville County, SOUTH CAROLINA.

Esther A. Usery

My Commission Expires: 05/05/2026

Notary Public



Second Witness: Isaiah Glenn 4/21/24

Any use by me of a corporate notary public is for identification purpose only and confers no subject matter or personal jurisdiction on anyone.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL,

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

February 1, 2024

From: Cynthia-Jane: Glenn
100 411 West Main Street
Gray Court, South Carolina [29645-0087]
(864) 350-2830
sandy@carolinawaterbirth.com

To: Janet-Mereinda: Fisher
409 Madison Creek Court
Lyman, South Carolina 29365
Phone: (864) 354-8166
mereinda23@gmail.com

Dear Mrs. Fisher,

Per our agreement, I am preparing to finalize the purchase of your portion of the property located at 111 Commons Way, Greenville South Carolina.

Despite many delays in the paperwork process, I have continued to possess and maintain all fees and cost associated with the property. Enclosed please find details of the closing.

Thank you,

Cynthia-Jane: Glenn

Cynthia-Jane: Glenn

February 1, 2024

Notice to agent is notice to principal, notice to principal ^{is} notice to agent.

Conditional Acceptance and Property Closing

From: Cynthia-Jane: Glenn
100 411 West Main Street
Gray Court, South Carolina [29645-0087]
(864) 350-2830
sandy@carolinawaterbirth.com

To: J. Mereinda Fisher
409 Madison Creek Court
Lyman, South Carolina 29365
Phone: (864) 354-8166
mereinda23@gmail.com
Certified mail, return receipt requested # Registered Mail

With Completion of Service and designation of Witnesses To:

1. Merrick E Garland, United States Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001
Certified mail, return receipt requested # 9589 0710 5270 0784 0168 98
3. Chris Cogdill
Cogdill Law Firm
1318 Haywood Road, Bldg E
Greenville SC 29615
Certified mail, return receipt requested # 9589 0710 5270 0784 0168 81

REGARDING: Agreement of the sell portions of property owned by J. Mereinda Fisher ("Fisher") at 111 Commons Way, Greenville South Carolina (Tax Map # 0237040100900); hereafter termed "Property" currently jointly owned by Fisher and Cynthia-Jane: Glenn ("Glenn").

No dispute is current or active involving your offer and acceptance is contingent on the conditions in this affidavit. Cynthia-Jane: Glenn does not wish to abandon previous agreements and hereby proceeds with honor and good faith by submitting payment to finalize the purchase.

Be It Known: The Conditional Acceptance to your offer establishes a Common Law- Contract between us and also under the Postal rule.¹

Section A – Fact and Events:

1. **J. Mereinda Fisher and Cynthia-Jane:** Glenn purchased Property at 111 Commons way in June 2021 each contributing \$70,000.00 and half of closing cost.
2. **Fisher was the representative for Fisher-Reid, LLC;** a corporation created to for the purpose of maintaining the building and any future for-profit ventures; "Fisher" and "Reid" being the maiden names of Cynthia-Jane: Glenn and J. Mereinda Fisher, this LLC was maintained by both Fisher and Glenn.
3. **Cynthia-Jane: Glenn** was the sole owner of Carolina Birth Center (CBC), a birth center licensed by The Department of Health since 2005. Fisher and Reid each maintained their own separate home birth practices.
4. **CBC leased the Property from Fisher-Reid, LLC and Mereinda Fisher** contracted with CBC for her professionally licensed services. Since CBC could not function as a birth center while awaiting an inspection from the Department of Health, Fisher used her professional license to assist Glenn with home births.
5. **Fisher and Reid, LLC** began improvements on the Property in preparation for use by the new tenant.
6. **In January, 2022,** Fisher began expressing that she was unsure of her level of commitment about being a full time contractor at CBC. In a phone conversation on March 6, 2022 Fisher offered three times to "i promise I will sell you the property for exactly what I put in to it." Glenn accepted the offer by agreeing to pay Fisher \$80,000 which she estimated was Fisher's investment minus the prepayment to Fisher for services she did not render.
7. **In March 2022,** Glenn was served SUMMONS and COMPLAINT Fisher v. Glenn et al 2022CP2301799. Glenn hired a consulting attorney to negotiate and Glenn proceeded to do a full accounting of funds exchanged during the short joint venture of the participants. Glenn was able to verify that Fisher's actual investment minus prepayment for services not rendered was \$62,191.00 and that Fisher was paid 47,260 over the six months in which she functioned as a subcontractor.
8. **On October 05, 2022** Fisher offered to voluntarily dismiss Fisher v. Glenn et al 2022CP2301799 with prejudice and to sell her portion of the building for \$74,000. Glenn accepted the offer and it was decided that the Cogdill Law Firm should be used for the closing of the sale because they were the closing attorneys for the original purchase.

¹ "The postal rule (also known as the mailbox rule or "deposited acceptance rule") is a term of common law-contracts which determines the timing of acceptance of an offer when mail is contemplated as the medium of acceptance. The general principle is that a contract is formed when acceptance is actually communicated to the offeror. The mailbox rule is an exception to the general principle. The mailbox rule provides that the contract is formed when a properly prepaid and properly addressed letter of acceptance is posted. One rationale given for the rule is that the offeror nominates the post office as implied agent and thus receipt of the acceptance by the post office is regarded as that of the offeror. The main effect of the mailbox rule is that the risk of acceptance being delivered late or lost in the post is placed upon the offeree. If the offeror is reluctant to accept the risk, he can always require actual receipt before being legally bound."

9. On October 6, 2023, Glenn met personally with Daniel Hughes, attorney of record for Fisher. At this meeting Hughes confirmed that Fisher had agreed to the sale her of her portion of the Property for \$74,000 and the conditions of voluntary dismissal with prejudice. Hughes requested a timeline for funds available and was informed that closing could happen immediately. It was explained that the funds were immediately available via \$35,000 HELOC, \$35,000 personal savings and \$4,000 cash. Hughes demanded proof thereof which was provided on October 23, 2023 by letters of confirmation from Truist and Spero financial institutions. On November 29, 2023 Hughes again asked when closing could occur and Glenn again verified that she was willing to proceed as soon as Cogdill Law Firm had an opening.

10. Since Fisher's departure in March 2022, Glenn has exercised dominion and remains in possession of the Property as evidenced by paying of all expenses associated with the Property including improvements, maintenance, insurance, property management fees and taxes without the assistance of Fisher or Fisher and Reid, LLC. Fisher has completely abandoned all responsibility associated with the property.

11. Glenn has previously paid Fisher cash as prepaid for rent on the property for 2021, paid by check for the year 2022 and applied a credit towards on her 1099 for rent in 2023. Glenn is including payment for the settlement of the lease for the dates 1/1/2024-1/1/2027.

Section B – Fulfillment of Agreement

Per the agreement between Glenn and Fisher and the contract created by this registered signature, a payment in the amount of \$74,000.00 is being sent to Cogdill Law Firm via indorsed 1099-A which can be processed with forms 1099-OID, 1096, 1040V accordingly and filed with the United States Treasury OR Cogdill Law Firm may return the 1099-A to Glenn after a closing date is set and request a replacement payment from Glenn in the form of a cashier's checks or money order.

An additional cashier's check is being sent to Fisher-Reid LLC to cover rent for the remainder of rental agreement.

At the time of closing, Fisher and Glenn shall each pay half of closing attorney fees for standard closing services lawfully required by the State of South Carolina. The fees and costs related to the Closing shall include a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property. At that time, Fisher shall also present Glenn with an original clerk-of-court, time-stamped and notarized affidavit of voluntary dismissal and consent letter to dismiss all accusations with prejudice.

If given a one week notice, Glenn is usually available on Monday, Thursday or Friday for closing procedures and can be contacted directly by email or telephone.

If Cogdill Law Firm does not accept this assignment, Fisher shall be given a 14 day extension to find an attorney to conduct the closing.

All correspondence sent back must be from a notarized affidavit of truth by an individual human swearing under oath the truth and accuracy of each point.

As this matter is outstanding, FAILURE TO RESPOND WILL CONSTITUTE AQUIESCENCE at which time Glenn may place a claim of ownership, right and title and/or claim of lien² upon Fisher or any of her properties until such time as the terms of this agreement are fulfilled.

Section C – Limitations of Time

From the point of signature of receipt of this Conditional Acceptance, as per the postal code listed above, all matters in this contract must be addressed and fully dispatched within 60 days, otherwise this matter will be considered settled.³

Closing procedures may be rescheduled for conflicts up to 21 days after the expiration of Limitations of Time in Section C provided that an initial closing date has been scheduled prior to the expiration of limitations described in Section C.

If Cogdill Law Firm does not accept this assignment, Fisher shall be given a 14 day extension to find an attorney to conduct the closing.

Avouchment

I, Cynthia-Jane: Glenn, do hereby avow that based upon my firsthand knowledge and information relayed to me from research, this Conditional Acceptance, is true, accurate and correct to the best of my knowledge, information and belief and conveys the conditions set forth as intended by me.

Cynthia-Jane: Glenn, ben
without prejudice
Cynthia-Jane: Glenn Date: 2/11/24

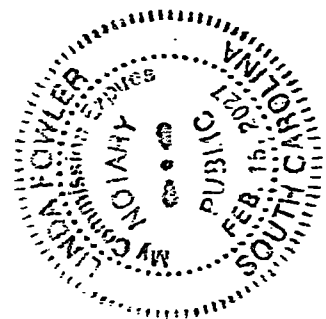
Sworn before me, Linda Fowler

this 12 day of February, 2024.

In the state of South Carolina. My commission expires 2-15-2027.

[seal]

[Signature]



² Sniadach v. Family Finance Corp., 395 U.S. 337 (1969) "The ability to place a lien upon a man's property such as to temporarily deprive him of its beneficial use without any judicial determination of probable cause dates back not only to medieval England, but also to Roman times."
³ UCC § 3-603. TENDER OF PAYMENT (a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract. (b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates. (c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

PROOF OF SERVICE

In The Court Of Appeals

APPEAL FROM GREENVILLE COUNTY, COURT OF COMMON PLEAS

The Hon. Charles B. Simmons Jr.

Master In Equity

C.A No. 2020-CP-23-00939

RECEIVED
MAY 22 2024
SC Court of Appeals

Appellate Case No.2020-001699

Kenneth Curtis, Respondent

v.

Cynthia J. Glenn, Appellant

PROOF OF SERVICE

I certify that I have served the attached Petition in Opposition and Evidence of Service by depositing a copy of it in the United States Post Office, postage paid, return receipt requested on May 19, 2024 addressed to Appellant Pro Se Cynthia Glenn at her new address of record reflected on Appellants latest filings as: PO Box 411 West Main Street, Unit 87, Gray Court, South Carolina, 29645.

Certified This Date May 19th 2024



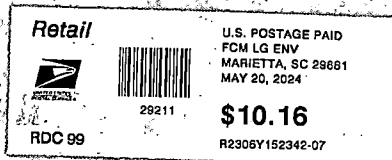
Kenneth E. Curtis

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MAY 22 2024
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