

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

RECEIVED

JUL 22 2024

SC Court of Appeals

102378

APPEAL FROM HORRY COUNTY

Court of Common Pleas

Judge Clemmons, Presiding Master-In-Equity Judge

Appellate Case No.: 2024-001119

Specialized Loan Servicing LLC Respondent

v.

Cindy B. Hunt; Willow Greens

Homeowners Association, Inc.;

CJ Developers, LLC..... Defendants,

Of Whom Cindy B. Hunt is Appellant.

Supersedes Motion to STAY FORECLOSURE SALE OF 8/5/2024

Cindy B. Hunt appeals the Order and Judgment of Foreclosure and Sale of the Honorable Judge Clemmons dated June 26, 2024.

C B Hunt

July 19, 2024

Cindy B. Hunt, Pro Se (S.C. Bar #65408)
195 D Willow Green Drive Conway, S. C. 29526
843 488-1131

Counsels of Record:

Chad Burgess

Brock & Scott, PLLC

3800 Fernandina Road Suite 110

Columbia., SC 29201

Supersedeas: Cindy B. Hunt appeals the Order and Judgment of Foreclosure and Sale of the Honorable Judge Clemmons dated June 26, 2024.

I am writing with a Supersedeas Motion requesting the non-payment of a bond and a **stay** of the proceedings for the 8/5/2024 Foreclosure Sale of my home.

Extraordinary Circumstances

1. I have equity in the House.
2. I have lived in the House for over 20 years.
3. Hunt has not been able to work for the past 14 years.
4. I am enclosing the following:
 - a. On 7/1/2024 Hunt filed a Notice of Appeal.
 - b. On 7/9/2024 the case was assigned Appellate Case No. 2024-001119.
 - c. On 7/15/2024 Hunt received an email from Ms. McAllister advising of a bond re the 8/5/2024 Sale of Property.
 - d. Hunt's counter affidavit that shows BBT's unclean hands in this matter involving Hunt's IOLTA. **See pp. 6028, 6032-6033.**
 - e. The Complaint states that Plaintiff BBT is the real Party in interest. **See pp. 264.**
 - f. On 11/4/2013 an Order of Reference was made to the Master-in-Equity. **See pp. 59.**
 - g. **Exclusive Jurisdiction** over referred matters is granted to masters-in-equity until rendering a final decision or referring a matter back to the circuit court. **See pp. 2257.**

- h. The **11/5/2020 Order** granting new counsel to BBT via substitution of counsel was signed by Judge Culbertson, who was not and is not the Master-in-Equity. **See pp. 1984-1985 & pp. 2256-2260; and see Cone ex rel. Tower St. Capital Mgmt. v. Hood, 425 S.C. 349, 822 S.E.2d 599(Mem) (S.C. 2018)**(Ware v. Ware, 404 S.C. 1, 11, 743 S.E.2d 817, 822 (2013) (a judgment is void if a court acts without jurisdiction)).
- i. BBT's new counsel, Mr. Burgess **did not** respond to the six motions (5 motions and amended objections) filed by Hunt from **10/28/2020 -11/4/2021**. Hunt mailed all documents to both Mr. Foerster and Mr. Burgess. **See 5/26/2022 Motion under Rule 59: re Order filed on 5/10/2022 at pp. 2242-2245 of pp. 2239-2271.**
- j. Mr. Burgess, the new counsel for BBT **filed** on a Friday afternoon, the 5/6/2022 motion for substitution from Plaintiff BBT to Plaintiff Specialized Loan Servicing LLC. **See Friday 5/6/2022 motion to substitute Plaintiff.**
- k. The Order was e-signed on 5/9/2022 by the master, Judge Clemmons, granting substitution from Plaintiff BBT to Plaintiff Specialized Loan Servicing LLC **without any notice and no hearing to Hunt. See pp. 2264; & see pp. 2233-2238 for Monday 5/9/2022 and Tuesday 5/10/2022 Order to Substitute Plaintiff and affidavit.**
- l. **Hunt's affidavit and the documents** shows that the motion was filed on Friday 5/6/2022 and the order granting the motion to substitute Plaintiff was e-signed on Monday 5/9/2022 **at 15: 44** and e-filed on Tuesday 5/10/2022. **See Motion, Order and affidavit at pp. 2233-2238 & 5/9/2022 e-signed order and 5/10/2022 e-filed motion to substitute Plaintiff; and see pp. 2256-2260; Innovative Waste Mgmt. Inc. v. Crest Energy Partners GP,**

LLC, 423 S.C. 611, 615, 815 S.E.2d 780, 782 (Ct. App. 2018) (a court has no discretion to perpetuate a void judgment).

- m. As such, Hunt argued in her (7th Motion)-called: 5/26/2022 Motion under Rule 59: re Order filed on 5/10/2022, that BBT did not reply or make any objections to the prior six motions, that includes the amended objection at pp. 1956-2172, with the result that **"The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object."** Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352 (S.C. App. 1997). See pp. 2242-2245 of 2239-2271.
- n. **Lack of subject matter jurisdiction and Perpetuation of a void order:** And Hunt also, argue that the (7th Motion for motions 1-7) at the 5/26/2022 Motion under Rule 59: re Order filed on 5/10/2022, that Judge Culbertson's two orders issued without subject matter jurisdiction (where Judge Culbertson was not the master in equity) and are void. See pp. **2239-2255, 2256-2258 pp. 2259-2271** and **Cone ex rel. Tower St. Capital Mgmt. v. Hood, 425 S.C. 349, 822 S.E.2d 599 (Mem) (S.C. 2018)** (Ware v. Ware, 404 S.C. 1, 11, 743 S.E.2d 817, 822 (2013) (a judgment is void if a court acts without jurisdiction); Innovative Waste Mgmt. Inc. v. Crest Energy Partners GP, LLC, 423 S.C. 611, 615, 815 S.E.2d 780, 782 (Ct. App. 2018) (a court has no discretion to perpetuate a void judgment). Cf. **the 6/26/2024 Master In Equity's Order and Judgment of Foreclosure and Sale at all pages.**
- o. **Lack of subject matter jurisdiction and Perpetuation of a void order:** Hunt's 8th Motion was filed on **1/16/2024** and is at pp. 5001-5031 (issues relating to subject matter jurisdiction) re Orders filed in this ongoing matter on 10/28/2014, 1/13/2015, 6/03/2015, 6/15/2016 that resulted in the 12/18/2019

unpublished opinion.

BBT/SLS responded on **2/15/2024** with the BRIEF IN RESPONSE TO DEFENDANT'S JANUARY 16, 2024 MOTION where Mr. Burgess states "**Defendant's January 16, 2024 Motion does not assert any legally cognizable grounds for relief...**"

Hunt argues that Judge Culbertson, who was not the master-in-equity interrupted the start to finish process where, Judge Culbertson, signed the 11/5/2020 and 11/17/2021 Orders that are void where he lacked subject jurisdiction; and those orders cannot be vacated or set aside by Judge Clemmons. See **Cone ex rel. Tower St. Capital Mgmt. v. Hood, 425 S.C. 349, 822 S.E.2d 599(Mem.) (S.C. 2018)**(Ware v. Ware, 404 S.C. 1, 11, 743 S.E.2d 817, 822 (2013) (a judgment is void if a court acts without jurisdiction); Innovative Waste Mgmt. Inc. v. Crest Energy Partners GP, LLC , 423 S.C. 611, 615, 815 S.E.2d 780, 782 (Ct. App. 2018) (a court has no discretion to perpetuate a void judgment); and see **Cook v. Taylor, 252 S.E.2d 923, 272 S.C. 536 (S.C. 1979)**. Cf. the **6/26/2024 Master In Equity's Order and Judgment of Foreclosure and Sale at all pages.**

p. At PARAGRAPH 7 of the 6/26/2024 Order the Master in Equity is silent and makes no mention of three of the eight motions/objections:

the 11/5/2020 Amended Objections to Plaintiff Motion to Substitute Counsel/Response;

the 10/27/2021 Motion under Rule 59: re Order filed on 11/5/2020 and

the 11/4/2021 Motion under Rule 60: re Order e-filed on 11/5/2020.

Hunt argues that through the 6/26/2024 Order that the Master In Equity's Order and Judgment of Foreclosure and Sale at

PARAGRAPH 7 that the lower court is making it look like its ruling on Hunt's 8 motions based on the numbering. But the Master-in-equity has not in fact ruled on some of the 8 issues that Hunt has put before the court rather the Master is following the instruction at **Innovative Waste Mgmt. Inc. v. Crest Energy Partners GP, LLC**, 423 S.C. 611, 615, 815 S.E.2d 780, 782 (Ct. App. 2018) (a court has no discretion to perpetuate a void judgment); and see **Cook v. Taylor**, 252 S.E.2d 923, 272 S.C. 536 (S.C. 1979). Cf. the **6/26/2024 Master In Equity's Order and Judgment of Foreclosure and Sale at all pages.**

However, Hunt argues that Judge Culbertson, who was not the master-in-equity interrupted the start to finish process where, Judge Culbertson, signed the 11/5/2020 and 11/17/2021 Orders that are void where he lacked subject jurisdiction; and those orders cannot be vacated or set aside by Judge Clemmons. See **Cone ex rel. Tower St. Capital Mgmt. v. Hood**, 425 S.C. 349, 822 S.E.2d 599(Mem) (S.C. 2018)(Ware v. Ware, 404 S.C. 1, 11, 743 S.E.2d 817, 822 (2013) (a judgment is void if a court acts without jurisdiction); **Innovative Waste Mgmt. Inc. v. Crest Energy Partners GP, LLC**, 423 S.C. 611, 615, 815 S.E.2d 780, 782 (Ct. App. 2018) (a court has no discretion to perpetuate a void judgment); and see **Cook v. Taylor**, 252 S.E.2d 923, 272 S.C. 536 (S.C. 1979). Cf. the **6/26/2024 Master In Equity's Order and Judgment of Foreclosure and Sale at all pages.**

q. As such, Hunt respectfully requests a supersedeas to stop the Foreclosure Sale of my home prior to the Appeal and Hunt request no bond based on these extraordinary circumstances.

Thank You,

Cindy B. Hunt 65408

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

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SC Court of Appeals

APPEAL FROM HORRY COUNTY

Court of Common Pleas

Judge Clemmons, Presiding Master-In-Equity

Appellate Case No.: 2024-001119

Specialized Loan Servicing LLC Respondent

v.

Cindy B. Hunt; Willow Greens

Homeowners Association, Inc.;

CJ Developers, LLC..... Defendants,

Of Whom Cindy B. Hunt is Appellant.

PROOF OF SERVICE

Certificate of Service by Mail
Appellate Case No. 2024-001119

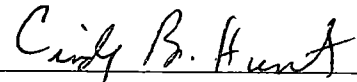
Proof of Service: I hereby certify that on July 19, 2024 I have served the Motion Supersedeas by depositing a copy in the United States Mail, postage pre-paid, addressed to the following:

TO: Jenny Abbott Kitchings
Clerk of Court SC Court of Appeals
1220 Senate Street
Columbia, SC 29201

To: Judge Clemmons – US Mail
PO Box 677
Conway, SC 29526

To: Chad Burgess - email
Brock & Scott, PLLC
3800 Fernandina Road Suite 110
Columbia., SC 29201

Thank You,


Cindy B. Hunt, Pro Se (S.C. Bar #65408)
195 D Willow Green Drive Conway, S. C. 29526
843 488-1131

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

APPEAL FROM HORRY COUNTY

Court of Common Pleas

Judge Clemmons, Presiding Master-In-Equity Judge

FILED
HORRY COUNTY
2024 JUL -1 A 8:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Case No.: 2013-CP-26-02528

Branch Banking and Trust Company Plaintiff and Respondent

v.

Cindy B. Hunt; Willow Greens

Homeowners Association, Inc.;

CJ Developers, LLC..... Defendants

Of Whom Cindy B. Hunt is Appellant.

RECEIVED
JUL 22 2024
SC Court of Appeals
FILED
HORRY COUNTY
2024 JUL -1 A 8:16
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC
STAMP DATE

NOTICE OF APPEAL

Cindy B. Hunt appeals the Order and Judgment of Foreclosure and Sale of the Honorable Judge Clemmons dated June 26, 2024.

CB Hunt

July 1, 2024

Cindy B. Hunt, Pro Se (S.C. Bar #65408)
195 D Willow Green Drive Conway, S. C. 29526
843 488-1131

Counsels of Record:

Sean Foerster
Rogers, Townsend & Thomas, PC
1221 Main Street, 14th Floor
Columbia., SC 29201

Chad Burgess
Brock & Scott, PLLC
3800 Fernandina Road Suite 110
Columbia., SC 29201

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

APPEAL FROM HORRY COUNTY

Court of Common Pleas

Judge Clemmons, Presiding Master-In-Equity

RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

FILED
HORRY COUNTY
2024 JUL -1 A 8:19

Case No.: 2013-CP-26-02528

Branch Banking and Trust Company Plaintiff and Respondent

v.

Cindy B. Hunt; Willow Greens

Homeowners Association, Inc.;

CJ Developers, LLC..... Defendants,

Of Whom Cindy B. Hunt is Appellant.

RECEIVED

JUL 22 2024

SC Court of Appeals

PROOF OF SERVICE

FILED
HORRY COUNTY
2024 JUL 31 A 8:16
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC
STAMP DATE

Certificate of Service by Mail
Civil Action # 2013-CP-26-02528:

Proof of Service: I hereby certify that on July 1, 2024 I have served the Order and Judgment of Foreclosure & Sale, by depositing a copy in the United States Mail, postage pre-paid, addressed to the following:

TO: Jenny Abbott Kitchings
Clerk of Court SC Court of Appeals
1220 Senate Street
Columbia, SC 29201

To: R. Elvis, by hand
Horry County Clerk of Court - US Mail
PO Box 677
Conway, SC 29526

To: Judge Clemmons - US Mail
PO Box 677
Conway, SC 29526

To: Sean Forester - US Mail
Rogers, Townsend & Thomas, PC
1221 Main Street, 14th Floor
Columbia, SC 29201

To: Chad Burgess - email
Brock & Scott, PLLC
3800 Fernandina Road Suite 110
Columbia, SC 29201

Thank You,

CB Hunt

Cindy B. Hunt, Pro Se (S.C. Bar #65408)
195 D Willow Green Drive Conway, S. C. 29526
843 488-1131

FILED
HORRY COUNTY
2024 JUL - 1 A 8:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

FILED
HORRY COUNTY
2024 JUN - 1 A 8:16
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Specialized Loan Servicing LLC,
Plaintiff,

v.

Cindy B. Hunt; Willow Greens
Homeowners Association, Inc.; CJ
Developers, LLC,

Defendants

IN THE COURT OF COMMON PLEAS

CASE NO.: 2013-CP-26-02528

MASTER IN EQUITY'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE

DEFICIENCY WAIVED

RECEIVED

JUL 22 2024
SC Court of Appeals

Hearing Dates: March 5, 2024, reconvened May 8, 2024

Appearances: Chad W. Burgess for Plaintiff; Cindy B. Hunt, pro se

Court Reporters: Travis McLeod (March 5, 2024) & Courtney Glover (May 8, 2024)

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCF"), the above-entitled matter was referred to the undersigned Master in Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master in Equity shall be directly to the South Carolina Court of Appeals.

Pursuant to the said reference, a hearing was held on March 5, 2024, a record was made which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on April 16, 2013.
2. The Summons and Complaint were filed on April 16, 2013.
3. Service was made upon the Defendants as shown by the proofs of service filed herein.
4. The Defendants Cindy B. Hunt and Willow Greens Homeowners Association, Inc. answered in this action. Willow Greens Homeowner's Association, Inc. withdrew its answer on

November 5, 2013. Defendant CJ Developers, LLC has no pleadings or appearances filed in the record.

5. According to an Affidavit filed herein, no Defendant is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

6. All Defendants were notified of the time, date and place of hearing and reconvened hearing in this matter.

7. Various motions of Defendant Cindy B. Hunt were heard prior to taking up the bench trial on all remaining issues in the case. Those motions include: 1) Defendant's Motion / Petition for Writ of Certiorari filed October 28, 2020, 2) Defendant's Motion Re Abuse of Process filed October 28, 2020, 3) Defendant's SCRCR Rule 11 Motion filed October 28, 2020, 4) Defendant's SCRCR Rule 60 Motion Re: Fraud upon the Court and Civil Conspiracy filed December 17, 2020, 5) Defendant's SCRCR Rule 59 Motion regarding the May 10, 2022, Order to Substitute Plaintiff, 6) Defendant's Motion/Petition for a Writ of Mandamus filed June 3, 2022, 7) Amended Motion/Petition for Writ of Mandamus filed June 14, 2022, 8) Motion related to subject matter jurisdiction filed January 16, 2024. After careful consideration of the memoranda, arguments, and testimony presented by the parties, the applicable rules of civil procedure and case law concerning those rules, each of the Defendant's motions was respectfully denied. Following the denial of Defendant's motions, the trial on the merits proceeded.

8. For value received, Cindy B. Hunt made, executed and delivered a note, dated May 18, 2007, promising thereby to pay to the order of Coastal Federal Bank, Federal Savings Bank the sum of \$147,200.00 with interest at the rate of 6.3750% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.

9. To better secure the payment of the Note described above, the said Cindy B. Hunt made, executed and delivered a mortgage to Coastal Federal Bank, in writing, dated May 18, 2007, covering real property in Horry County, which is the same as that described in the Complaint. The Mortgage was recorded on May 23, 2007, and is of record in the Horry County Registry in Book 4906 at page 1953.

10. This mortgage constitutes a valid first lien on the subject property.

11. Thereafter, the Mortgage was assigned to Branch Banking and Trust Company by corporate merger. Thereafter, the Mortgage was assigned to Specialized Loan Servicing LLC by assignment recorded on November 18, 2021 in Book 6480 at Page 2673.

12. The titleholder of record of the Property as of the filing of the Lis Pendens in this action was Cindy B. Hunt.

13. As of July 1, 2012, the loan is in default, payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

14. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$79,210.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed for the period of time while the firm of Rogers Townsend & Thomas, PC under the terms of the note and mortgage. This finding is based upon the testimony of attorney Shawn

Foerster at the May 8, 2024 regarding the fees incurred by the Plaintiff while Rogers Townsend & Thomas, PC represented the Plaintiff. Defendant raised objection to Rogers Townsend & Thomas, PC's prior involvement in the case based upon an apparent change in corporate structure of the firm while the firm represented the Plaintiff. I find the change in corporate structure of the law firm representing the Plaintiff to be irrelevant to the substantive issues involved in this action.

15. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$7,369.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed up to this point in time under the terms of the note and mortgage regarding those services provided by the firm of Brock & Scott, PLLC. Performance of additional services may result in a determination by this court that additional reasonable attorney's fees are due. This finding is based upon the affidavit of attorney Chad W. Burgess filed herein and his testimony at the March 5, 2024 hearing.

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

Principal Due as of Today's Date:	03/05/2024		\$137,166.75
Accrued Interest From:	06/01/2012	to: 03/05/2024	\$102,842.53
Accruing at:	6.375% per annum		
Escrow Balance			\$15,251.53
Other Advances/Forbearance			\$250.00
Property Inspections:			\$814.00
Costs of Collection Prior to Hearing (Brock & Scott):			\$300.00
Costs of Collection Prior to Hearing (Rogers Townsend):			\$4,112.51

Attorney's Fees (Rogers Townsend)	\$79,210.00
Attorney's Fees (Brock & Scott):	\$7,369.00

Total Debt secured by Note and Mortgage, is \$347,316.32. This amount includes costs as outlined above. Interest shall be added at the above stated rate until the date a judicial sale is conducted herein. Additional interest accrual after the date of such judicial sale will be governed by terms set forth herein below. Interest for the period from the date shown above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 6.375% per annum, pursuant to the terms of the note and mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

17. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCF.

18. The Defendant(s), below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims may be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCF. The said Defendants and such claims or liens are as follows:

A. The Defendant, CJ Developers, LLC, has or may claim to have some interest in the Property by virtue of a mortgage given by Christopher T. Brereton and Amanda Brereton, in the original principal amount of \$107,000.00, which lien was recorded/filed in the Horry County Records on 03/13/2001 in Book 12675 at Page 336. Plaintiff alleged said lien has been paid in full but never satisfied of record. No defense was presented to Plaintiff's allegation and, as such, this lien is hereby ordered removed from the title to the Property upon the entry of a judicial order.

B. The Defendant, Willow Greens Homeowners Association, Inc., has or may claim to have some interest in the Property by virtue of the following:

- i. Any unrecorded homeowners' liens or assessments due or that may become due up to the time of any foreclosure sale herein.
- ii. Any interest arising from unpaid assessments, dues, special assessments, etc. of any kind that this Defendant presently has or may acquire up to the time of any foreclosure sale herein is or would be junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property upon the completion of a properly held foreclosure sale.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
2. The Plaintiff is entitled to judgment as to all causes of action, including foreclosure of its Mortgage.
3. The Property should be ordered sold at public auction after due advertisement.
4. There is due to the Plaintiff on its Note and Mortgage the sum of \$347,316.32, representing the Total Debt due to the Plaintiff as outlined above.
5. The amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest as previously set forth at the rate of 6.375% per annum.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. Plaintiff is granted a judgment of foreclosure to include all amounts due to date as authorized by the loan documents including, but not limited to, principal, interest, attorney's fees and costs. This property shall be placed on the August 5, 2024 sales roster. In the event of an appeal, this court orders that this property be placed on the sales roster for the next

appropriate sales date if this ruling is either affirmed or unconditionally remanded by the appellate court. That the Defendants liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt to include continuing accruing interest as aforesaid, together with the costs and disbursements of this action.

2. Advertisement of this property shall not be initiated any sooner than six weeks prior to the sales date.
3. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master in Equity at public auction, at the Horry County Courthouse, City of Conway, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The undersigned Master in Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff.

B. There is due to Plaintiff the sum of \$347,316.32, which includes costs and interest on the principal balance from June 1, 2012. Interest shall continue to accrue from the date and at the rate indicated in Paragraph 16, to the date of sale, at the judgment rate of interest of 6.375% per annum. The successful bidder at the sale should be required to pay interest from the date of sale at the judgment rate of interest of 6.375% to compliance. \$23.96 per diem. The judgment amount includes principal, interest, attorney's fees and other hard costs outlined in the judgment.

C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.

D. Purchaser to pay for the deed and the cost of recording the deed.

4. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.
5. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final at the fall of the gavel on the date of the sale, and compliance with the bid may be made immediately.
6. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that The Master in Equity will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his/her assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master in Equity or the Plaintiff may re-advertise the Property for sale on the next, or some other subsequent, sales day, according to the same terms set forth herein, and so on from time to time thereafter until a full compliance shall be secured.
7. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
8. That the undersigned Master in Equity shall apply the proceeds of the sale as follows:

FIRST: To the 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; and

NEXT: To the payment of the amount to the Plaintiff, or the Plaintiff's Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.

9. The judgment amount may be subject to increase to permit the Plaintiff to recover additional costs and expenses incurred within the foreclosure process and authorized under South Carolina law. Such additional costs and expenses shall be established by affidavit and shall be submitted to the Court without further hearing. Said affidavit must be presented to the Court for consideration within ten (10) days from the date of sale. Jurisdiction over each component of the total debt is reserved to the undersigned to determine and to facilitate the assessment and payment of any such costs and/or assessments.
10. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest, lien, and equity of redemption in the said mortgaged premises so sold, or any part thereof.
11. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Horry County Register of Deeds is hereby

authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

12. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein and a Writ of Assistance is presented, the Sheriff of Horry County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued 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.
13. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
14. Upon notification of surplus funds, and its objection, the Plaintiff shall provide this court the Mortgagor(s) contact and identifying information ("Ordered Information") from their files so that the Mortgagor(s) may be located and notified of any remaining surplus funds. Ordered Information includes, but is not necessarily limited to, the following: names, most recent mailing address, most recent email address, phone numbers, date of birth and social security numbers. Ordered Information provided to this court shall be kept confidential, shall be used for the sole purpose of notifying the Mortgagor(s) of remaining surplus funds, and shall be destroyed upon distribution of attributable surplus funds. Ordered Information will not be published in the public record. Ordered Information required by this court shall be

provided to the court within a reasonable time. This order shall act as a sealed/protective order such that the Plaintiff will in no way be held liable in the event of a leak of the Ordered Information. Additionally, compliance with the Court's directive shall be enforced through the contempt powers of this court.

15. The successful bidder upon timely submission of the bid deposit shall be entitled to payoff amounts from any lienholder associated with the property that is the subject of this action. Liens include, but are not limited to, mortgages, statutory liens (mechanic's liens, property owners' association liens or other liens created by operation of law), judgments, tax liens and others. In the event the Plaintiff is the successful bidder, Plaintiff shall be also be entitled to payoff amounts from lienholders. Lienholders shall provide payoff information within ten (10 days) of request.
16. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL AND SINGULAR, THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA AND BEING MORE PARTICULARLY SHOWN AND DESIGNATED AS UNIT 195-D, PHASE 6 OF WILLOW GREENS HORIZONTAL PROPERTY REGIME ON A PLAT PREPARED BY TERRY M. WATSON, RLS NO. 7168 FOR CJ DEVELOPERS, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, DATED DECEMBER 11, 1997, AND RECORDED ON JUNE 1, 1998, IN THE OFFICE OF THE REGISTER OF DEEDS FOR HORRY COUNTY IN PLAT BOOK 155 AT PAGE 113, REFERENCE TO SAID PLAT BEING CRAVED AS FORMING A PART OF THIS DESCRIPTION. A COPY OF THE PLANS FOR BUILDING 195 CERTIFIED BY JOEL R. CARTER, AIA, ARE FURTHER SHOWN AND RECORDED ON JUNE 1, 1998, IN THE OFFICE OF THE REGISTER OF DEEDS FOR HORRY COUNTY IN CONDOMINIUM CABINET "C" AT PAGE 630.

THIS BEING THE SAME PROPERTY CONVEYED TO CINDY B. HUNT BY DEED OF CHRISTOPHER T. BRERETON AND AMANDA BRERETON DATED SEPTEMBER 30, 2003 AND RECORDED OCTOBER 1, 2003 IN BOOK 2648 AT PAGE 1241.

CURRENT ADDRESS OF PROPERTY: 195 - D Willow Greens Dr., a/k/a 195 Willow Green Dr., Unit D,
Conway, SC 29526

TMS: 0530001150

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

RECEIVED
JUL 22 2024
SC Court of Appeals

ELECTRONICALLY FILED - 2024 Jun 26 12:41 PM - HORRY - COMMON PLEAS - CASE#2013CP2602528

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF HORRY
IN THE COMMON PLEAS COURT

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-26-02528

Specialized Loan Servicing LLC
PLAINTIFF(S)

Cindy B. Hunt; Willow Greens Homeowners
Association, Inc.; CJ Developers, LLC
DEFENDANT(S)

Submitted by: Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road, Suite 110
Columbia, SC 29210

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or

modify

arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK

APPLICABLE BOX):

☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐
Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the
Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		N/A
If applicable, describe the property, including tax map information and address, referenced in the order: All and singular, that certain piece, parcel or tract of land, situate, lying and being in Conway Township, Horry County, South Carolina and being more particularly shown and designated as Unit 195-D, Phase 6 of Willow Greens Horizontal Property Regime on a plat prepared by Terry M. Watson, RLS No. 7168 for CJ Developers, LLC, a South Carolina Limited Liability Company, dated December 11, 1997, and recorded on June 1, 1998, in the Office of the Register of Deeds for Horry County in Plat Book 155 at Page 113, reference to said plat being craved as forming a part of this description. A copy of the plans for Building 195 certified by Joel R. Carter, AIA, are further shown and recorded on June 1, 1998, in the Office of the Register of Deeds for Horry County in Condominium Cabinet "C" at Page 630. This being the same property conveyed to Cindy B. Hunt by deed of Christopher T. Brereton and Amanda Brereton dated September 30, 2003 and recorded October 1, 2003 in Book 2648 at Page 1241.		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details. E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.**

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of _____, 2024 and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of _____, 2024 to attorneys of record or to parties (when appearing pro se) as follows:

Cindy B. Hunt, Pro Se
195 Willow Green Dr, Unit D
Conway, SC 29526

Chad W. Burgess
Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road, Suite 110
Columbia, SC 29210

ATTORNEY(S) FOR THE
PLAINTIFF(S)

ATTORNEY(S) FOR THE
DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS
REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Horry Common Pleas

Case Caption: Branch Banking and Trust Company , plaintiff, et al VS Cindy B Hunt ,
defendant, et al
Case Number: 2013CP2602528
Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/Alan D. Clemmons 3088 Master in Equity

NOTICE OF SALE

DEEDS OBTAINED VIA THE FORECLOSURE PROCESS ARE NOT WARRANTY DEEDS. INTERESTED BIDDERS SHOULD CONDUCT DUE DILIGENCE REGARDING TITLE TO BE CONVEYED BY OBTAINING AN INDEPENDENT TITLE SEARCH. THE SUCCESSFUL BIDDER SHALL TAKE THE PROPERTY SUBJECT TO ANY SUPERIOR LIENS OR INTERESTS.

NOTICE OF SALE CIVIL ACTION NO. 2013-CP-26-02528 BY VIRTUE of the decree heretofore granted in the case of: Specialized Loan Servicing LLC vs. Cindy B. Hunt; Willow Greens Homeowners Association, Inc.; CJ Developers, LLC, the undersigned Master in Equity for Horry County, South Carolina, will sell on August 5, 2024, at 11:00 AM, or on another date, thereafter as approved by the Court, at the Courthouse, City of Conway, State of South Carolina, to the highest bidder:

ALL AND SINGULAR, THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA AND BEING MORE PARTICULARLY SHOWN AND DESIGNATED AS UNIT 195-D, PHASE 6 OF WILLOW GREENS HORIZONTAL PROPERTY REGIME ON A PLAT PREPARED BY TERRY M. WATSON, RLS NO. 7168 FOR CJ DEVELOPERS, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, DATED DECEMBER 11, 1997, AND RECORDED ON JUNE 1, 1998, IN THE OFFICE OF THE REGISTER OF DEEDS FOR HORRY COUNTY IN PLAT BOOK 155 AT PAGE 113, REFERENCE TO SAID PLAT BEING CRAVED AS FORMING A PART OF THIS DESCRIPTION. A COPY OF THE PLANS FOR BUILDING 195 CERTIFIED BY JOEL R. CARTER, AIA, ARE FURTHER SHOWN AND RECORDED ON JUNE 1, 1998, IN THE OFFICE OF THE REGISTER OF DEEDS FOR HORRY COUNTY IN CONDOMINIUM CABINET "C" AT PAGE 630.

THIS BEING THE SAME PROPERTY CONVEYED TO CINDY B. HUNT BY DEED OF CHRISTOPHER T. BRERETON AND AMANDA BRERETON DATED SEPTEMBER 30, 2003 AND RECORDED OCTOBER 1, 2003 IN BOOK 2648 AT PAGE 1241.

CURRENT ADDRESS OF PROPERTY: 195 - D Willow Greens Dr., a/k/a 195 Willow Green Dr., Unit D, Conway, SC 29526

TMS: 0530001150

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Master in Equity, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but in the case of non-compliance to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff. Should the last and highest bidder fail to comply with the other terms of the bid within thirty (30) days, then the Master in Equity may re-sell the property on the same terms and conditions on some subsequent Sales Day.

That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final at the fall of the gavel on the date of the sale, and compliance with the bid may be made immediately.

Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 6.375% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances.

In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

The Honorable Alan D. Clemmons
Master in Equity for Horry County

Plaintiff's Counsel:

Chad W. Burgess
SC Bar #: 72520
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Chad.Burgess@brockandscott.com



Horry Common Pleas

Case Caption: Branch Banking and Trust Company , plaintiff, et al VS Cindy B Hunt ,
defendant, et al
Case Number: 2013CP2602528
Type: Master/Order/Notice of Foreclosure Sale

So Ordered

s/Alan D. Clemmons, 3088, Master in Equity



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

July 09, 2024

Cindy B. Hunt
195 D. Willow Green Drive
Conway SC 29526

Re: Specialized Loan Servicing LLC v. Cindy Hunt
Appellate Case No. 2024-001119

Dear Ms. Hunt:

This Court has received your notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR). The SCACR are available online at www.sccourts.org/courtreg. Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals. The order can be found at www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02. Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will *not* review filings for redaction or to determine if materials should be sealed.

This is to advise that the title in the above matter should read as follows:

Specialized Loan Servicing LLC, Respondent,

v.

Cindy B. Hunt; Willow Greens Homeowners Association, Inc.; CJ Developers, LLC, Defendants,

Of which Cindy B. Hunt is the Appellant.

All future records in this matter should reflect this title. If you have any questions, please do not hesitate to contact this office.

Very truly yours,

A handwritten signature in cursive script that reads "Catherine Hannison, deputy".

CLERK

cc: Chad Wilson Burgess, Esquire
Brook Dangerfield, Esquire

4:59

5G

< 78

15 Messages

^ v



Sheri McAllister

2:07 PM

To: Chad, CBHunt & 5 more... >



RE: 2023cp2602528

Dear Mr. Burgess and Ms. Hunt:

The sale of this property has been set for August 5, 2024. Absent the filing of an undertaking / bond, as required by Section 9-18-170 et seq, South Carolina Code of Laws, as amended, Ms. Hunt's appeal will not act to stay the sale of the subject property and the August 5 sale will proceed as ordered.

Sheri McAllister, J.D. LL.M
Staff Attorney
Horry County Government
Office of the Master in Equity
The Honorable Alan D. Clemmons
P. O. Box 1236, Conway, South Carolina 29528
1301 Second Avenue, Conway, South Carolina
29526
Tel 843.915.7853 | Fax 843.915.6310
mcallister.sheri@horrycountysc.gov
www.horrycountysc.gov

**Please note our office closes at noon on
Fridays.**

*** Also, please note that Horry County does not
provide a court reporter for matters before the
Master in Equity. Parties are responsible for
securing court reporters for contested matters.



State of South Carolina	)	IN THE COURT OF COMMON PLEAS
County of Horry	)	FIFTEENTH JUDICIAL CIRCUIT
	)	CASE NO: 2013-CP-26-2528
Branch Banking and	)	
Trust Company	)	COUNTER AFFIDAVIT
Plaintiff,	)	
	)	
vs.	)	
Cindy B. Hunt; Willow Greens	)	
Homeowners Association, Inc.;	)	
CJ Developers, LLC.	)	
Defendant(s)	)	
_____	)	

FILED
 HORRY COUNTY
 2024 MAY -6 PM 2:00
 RENEE N. ELVIS
 CLERK OF COURT
 HORRY COUNTY, SC

CB Hunt Personally Appeared Before Me, who after being duly sworn and deposed, states as follows:

1. The matters contained herein are based upon my personal knowledge.
2. Hunt is an attorney, licensed in SC. SC Bar # 65408.

Rule 60(a) correction to Memorandum-Facts and procedural History for all memos at page 14 should include and read **On 11/30/2023 Hunt filed an Amended Reply to Brief In Response to Defendant's Motion.**

6028

FORECLOSURE: Is BBT/SLS entitled to the affirmative defense of equitable subrogation pursuant to Dedes v. Strickland, 414 S.E.2d 134, 307 S.C. 155 (S.C. 1991)? No and are supported by lack of standing, illegality, laches and unclean hands.

1. Has BBT/SLS paid the debt. No.
2. Is BBT/SLS a volunteer? No. Did BBT/SLS have a direct interest in the discharge of the debt or lien? No.
3. Is BBT/SLS secondarily liable for the debt? No. And Hunt has never applied for a HAMP loan modification.
4. Will **injustice** be done to Hunt by the allowance of equity to BBT/SLS? **Yes.** Because of BBT's misconduct in putting loans in Hunt's customer profile with Hunt's IOLTA that did not belong to Hunt, Hunt has been tied up in these 4 litigations for the past 14 years and has not been able to earn a living for the past 14 years and Hunt has never been able to practice patent law after the 2013 externship. See pp. 1522-1525; Resume; and First Union Nat'l Bank of S.C. v. Soden, 333 S.C. 554, 568, 511 S.E.2d 372, 379 (Ct. App. 1998) ("The doctrine of unclean hands precludes a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant."); "Rule 8.4(a) (it is professional misconduct for a lawyer to violate the Rules of Professional Conduct or to do so through the acts of another); and Rule 8.4(e) (it is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice)." **IN RE WELCH, 335 S.C. 613, 518 S.E.2d 821 (S.C. 1999);** "Finally, respondent's failure to discover the check kiting scheme resulted from actions which violated Rule 417, SCACR (a lawyer must maintain records for all trust accounts)." **IN RE WELCH, 335 S.C. 613, 518 S.E.2d 821 (S.C. 1999);** "[E]quitable subrogation is simply not a remedy available to a lender that refinances the original debt owed to it." **Matrix Financial Serv. Corp.. v. Frazer, 394**

FILED
HORRY COUNTY
2024 MAY -6 P 2:00
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

S.C. 134, 714 S.E.2d 532 (S.C. 2011)

5. Did BBT/SLS have actual notice of the prior 2003 mortgage?

Yes. See the 5/18/2007 refinance consolidation settlement statement at pp. **1706-1707** SHOWS that BBT/SLS paid itself the balance owed on the 2003 mortgage and Hunt received the 2003 Deed to the Property; and see where Burgess' Affidavit states a title search fee and the results are shown at Plaintiff's exhibit #3. **Dedes v. Strickland, 414 S.E.2d 134, 307 S.C. 155, 159 (S.C. 1991)**

a. "In our view, [Hunt] would suffer a grave injustice if [BBT/SLS] were restored to priority lienholder under these circumstances [involving illegality, unclean hands, laches, etc]." **See pp. 1706-1707 & Dedes v. Strickland, 414 S.E.2d 134, 307 S.C. 155, 159 (S.C. 1991).**

b. Did BBT/SLS knowingly make a false statement upon Hunt's mortgage application for the purpose of influencing in any way the action of BBT's accounts of which are insured by the FDIC? **Yes. See In re Walters, 400 S.C. 625, 735 S.E.2d 635 (S.C. 2011)**("It is a violation of 18 U.S.C. § 1014 to knowingly make a false statement upon any application for the purpose of influencing in any way the action of any institution the accounts of which are insured by the FDIC.")

c. BBT "[like] Matrix is not entitled to an equitable remedy because it **closed the refinance loan unlawfully**, and thus has unclean hands." **Matrix Financial Serv. Corp.. v. Frazer, 394 S.C. 134, 714 S.E.2d 532 (S.C. 2011).**

FILED
HORRY COUNTY
2024 MAY -6 P 2:00
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY SC

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Branch Banking and Trust Company,

Plaintiff,

v.

Cindy B. Hunt; Willow Greens Homeowners
Association, Inc.; CJ Developers, LLC;

Defendant(s).

(004335-03166)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2013-CP-26-2528

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE

Deficiency Judgment Waiver

CLERK OF COURT
CLERK OF COURT
CLERK OF COURT

2013 APR 16 PM 12:21

CLERK OF COURT

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Horry County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and / or enforcing mortgages, security interests or other rights in property securing debts.
3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the Servicer has been unable to establish right party contact and has satisfied the Reasonable Effort Solicitation standard required by the Treasury Department.
5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Branch Banking and Trust Company,

Plaintiff,

v.

Cindy B. Hunt; Willow Greens Homeowners
Association, Inc.; CJ Developers, LLC;

Defendants.

(504335-03166)

IN THE COURT OF COMMON PLEAS

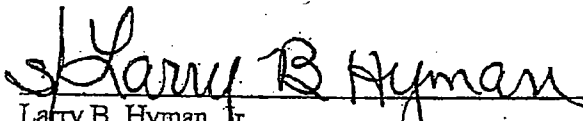
DOCKET NO. 2013-CP-26-2528

GENERAL ORDER OF REFERENCE
Deficiency Judgment Waived

FILED
HORRY COUNTY
13 NOV -1 AM 10:58
MELANIE HUGGINS-WARD
CLERK OF COURT

It appears that the above-captioned case is a mortgage foreclosure action involving issues which, pursuant to Rules 53 and 71 of the South Carolina Rules of Civil Procedure, and the common law of this state, may properly be referred upon the Court's own motion to a court of equity. Accordingly,

IT IS ORDERED that this action be, and the same hereby is, referred to the Honorable Cynthia Graham Howe, as Master in Equity, to direct entry of final judgment in this action pursuant to Rule 53(e)(1)SCRCP, and all matters arising from or reasonably related to such action. The Master in Equity shall retain jurisdiction to perform all necessary acts incident to this foreclosure action including issuance of a writ of assistance of any rule to show cause including but not limited to any rule to show cause why a party should not be bound by the Judgment of Foreclosure. Further, the Master in Equity shall retain jurisdiction to hear any action contesting the validity of the foreclosure action or sale or any motions pursuant to the South Carolina Rules of Civil Procedure, including but not limited to Rule 60(b). Pursuant to Rule 53(e), SCRCP, any appeal from the final judgment entered by the Master in Equity in Equity shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.


Larry B. Hyman, Jr.
Judge of the Fifteenth Judicial Circuit

Conway, South Carolina

October 11, 2013

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

Branch Banking and Trust Company,

Plaintiff,

vs.

Cindy B. Hunt; Willow Greens Homeowners
Association, Inc.; CJ Developers, LLC,

Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2013-CP-26-02528

**CONSENT ORDER TO
SUBSTITUTE COUNSEL**

It appears that the Plaintiff has requested Chad W. Burgess of the law firm of Brock & Scott, PLLC, be substituted as counsel in the above referenced action and that Sean M. Foerster and the law firm of Rogers Townsend, LLC, be relieved as Plaintiff's counsel,

And as it appears that both counsel have noted their consent to the substitution, and that no unreasonable delay or prejudice will accrue,

THEREFORE, IT IS ORDERED that Chad W. Burgess, of the law firm of Brock & Scott, PLLC is hereby substituted as Plaintiff's counsel and that Sean M. Foerster and the law firm of Rogers Townsend, LLC is hereby relieved as Plaintiff's counsel.

[JUDGE'S SIGNATURE PAGE TO FOLLOW]

1984



Horry Common Pleas

Case Caption: Branch Banking and Trust Company VS Cindy B Hunt , defendant, et al
Case Number: 2013CP2602528
Type: Order/Substitution Of Counsel

Resident Circuit Court Judge, 15th Judicial Circuit
s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2020-11-05 11:49:39 page 2 of 2

1985

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2013-CP-26-02528

Branch Banking and Trust Company,

Plaintiff,

vs.

Cindy B. Hunt; Willow Greens Homeowners
Association, Inc.; CJ Developers, LLC,

Defendants.

**MOTION TO
SUBSTITUTE PLAINTIFF**

The undersigned counsel for the Plaintiff and Specialized Loan Servicing LLC hereby moves, pursuant to Rule 17(a) of the South Carolina Rules of Civil Procedure, for an Order to substitute Specialized Loan Servicing LLC as the Plaintiff in this action in place of Branch Banking and Trust Company.

STATEMENT OF FACTS

The action was initiated by Branch Banking and Trust Company as Plaintiff and holder of the subject Note and Mortgage. The subject Note and Mortgage have been transferred and the real party in interest is now Specialized Loan Servicing LLC. As evidence of the transfer of the Note and Mortgage, the following documents are hereby submitted:

Exhibit "1" – A true and accurate copy of the subject Note dated Mary 18, 2007 payable to Costal Federal Bank and endorsed in blank by Costal Federal Bank. Counsel for the Plaintiff is in possession of the original Note and will make the same available for the Court's inspection upon request or at the final trial of this case.

Exhibit "2" – A true and accurate copy of the Articles of Merger between Costal Federal Bank and Branch Banking and Trust Company.

Exhibit "3" – True and accurate copies of documentation of the merger of SunTrust Bank and Branch Banking and Trust Company and resulting name change to Truist Bank.

Exhibit “4” – A true and accurate copy of the Assignment of Mortgage into Specialized Loan Servicing LLC recorded in the Horry County Registry on November 18, 2021, in Book 6480 at Page 2673.

DISCUSSION

SCRCP Rule 17(a) provides that, “[e]very action shall be prosecuted in the name of the real party in interest” and further sets forth that, “[n]o actions shall be dismissed on the ground that it is not prosecuted in the name of the real party in interest until such time has been allowed, after objection, for ratification of commencement of the action by, or joinder or substitution of, the real party in interest”. The Court of Appeals took the opportunity to thoroughly analyze the issue of standing in the context of a foreclosure action in the case of *Bank of America v. Draper*, 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013). In *Draper*, the Court of Appeals established that the concept of standing is a flexible one and that a loan servicer has standing to bring a foreclosure action in South Carolina.

On its face, the subject Note is a negotiable instrument as defined in S.C. Code Ann. §36-3-104. Specialized Loan Servicing LLC (“SLS”) has been transferred the subject Note. SLS is the holder of the Note as defined in S.C. Code Ann. § 36-1-201 (b)(21), formerly S.C. Code Ann. §36-1-201(20) as they are in possession of the negotiable instrument and it is properly indorsed in blank, which makes the instrument payable to the bearer pursuant to S.C. Code Ann. §§ 36-1-201 (b)(5) and 36-3-205(b). As the holder of the properly indorsed Note, the Plaintiff is a “person entitled to enforce” the Note pursuant to S.C. Code Ann. § 36-3-301 as a matter of law.

CONCLUSION

Based upon the foregoing, SLS respectfully requests that the Court enter an Order substituting SLS in place of Branch Banking and Trust as the Plaintiff in this action.

I SO MOVE

s/ Chad W. Burgess

SC Bar #: 72520

Brock & Scott, PLLC

3800 Fernandina Road, Suite 110

Columbia, SC 29210

Phone 803-454-3540

Chad.Burgess@brockandscott.com

Attorney for Branch Banking and Trust and
Specialized Loan Servicing LLC

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2013-CP-26-02528

Branch Banking and Trust Company,

Plaintiff,

vs.

Cindy B. Hunt; Willow Greens Homeowners
Association, Inc.; CJ Developers, LLC,

Defendants.

**ORDER TO
SUBSTITUTE PLAINTIFF**

THIS MATTER came before me upon motion of counsel for the Plaintiff and Specialized Loan Servicing LLC, pursuant to Rule 17(a) of the South Carolina Rules of Civil Procedure, for an Order to substitute Specialized Loan Servicing LLC as the Plaintiff in this action in place of Branch Banking and Trust Company.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The action was initiated by Branch Banking and Trust Company as Plaintiff and holder of the subject Note and Mortgage. The subject Note and Mortgage have been transferred and the real party in interest is now Specialized Loan Servicing LLC ("SLS"). As evidence of the transfer of the Note and Mortgage counsel for the Plaintiff and SLS submitted the following which have been reviewed by the Court:

Exhibit "1" – A true and accurate copy of the subject Note dated Mary 18, 2007 payable to Costal Federal Bank and endorsed in blank by Costal Federal Bank.

Exhibit "2" – A true and accurate copy of the Articles of Merger between Costal Federal Bank and Branch Banking and Trust Company.

Exhibit "3" – True and accurate copies of documentation of the merger of SunTrust Bank and Branch Banking and Trust Company and resulting name change to Truist Bank.

Exhibit "4" – A true and accurate copy of the Assignment of Mortgage into Specialized Loan Servicing LLC recorded in the Horry County Registry on November 18, 2021, in Book 6480 at Page 2673.

SCRCF Rule 17(a) provides that, "[e]very action shall be prosecuted in the name of the real party in interest" and further sets forth that, "[n]o actions shall be dismissed on the ground that it is not prosecuted in the name of the real party in interest until such time has been allowed, after objection, for ratification of commencement of the action by, or joinder or substitution of, the real party in interest". The Court of Appeals took the opportunity to thoroughly analyze the issue of standing in the context of a foreclosure action in the case of *Bank of America v. Draper*, 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013). In *Draper*, the Court of Appeals established that the concept of standing is a flexible one and that a loan servicer has standing to bring a foreclosure action in South Carolina.

On its face, the subject Note is a negotiable instrument as defined in S.C. Code Ann. §36-3-104. SLS is the holder of the Note as defined in S.C. Code Ann. § 36-1-201 (b)(21), formerly S.C. Code Ann. §36-1-201(20) as they are in possession of the negotiable instrument and it is properly indorsed in blank, which makes the instrument payable to the bearer pursuant to S.C. Code Ann. §§ 36-1-201 (b)(5) and 36-3-205(b). As the holder of the properly indorsed Note, the Plaintiff is a "person entitled to enforce" the Note pursuant to S.C. Code Ann. § 36-3-301 as a matter of law.

Based upon the foregoing, I find and conclude that the Motion to Substitute Plaintiff should be granted and SPS should be substituted as the Plaintiff in this action in place of Branch Banking and Trust Company.

NOW, THEREFORE, IT IS HEREBY ORDERED that Specialized Loan Servicing LLC is hereby substituted as Plaintiff and all pleadings and other documents reflect Specialized Loan Servicing LLC as the Plaintiff in the instant action.

IT IS SO ORDERED.

[JUDGE'S SIGNATURE PAGE TO FOLLOW]

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Horry Common Pleas

Case Caption: Branch Banking and Trust Company VS Cindy B Hunt , defendant, et al
Case Number: 2013CP2602528
Type: Master/Order/Other

So Ordered

s/Alan D. Clemmons, Master in Equity for Horry
County, 3088

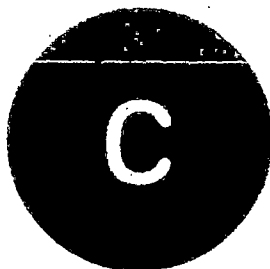
Electronically signed on 2022-05-09 15:44:10 page 3 of 3

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< Recents

Edit



Clerk Of Court Horry Huggins



message



mobile



video

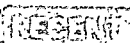


mail

May 16, 2022

10:30 AM Outgoing Call

11 seconds

mobile 

(843) 915-6739

Notes

Send Message

Share Contact

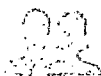
2236



Favorites



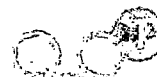
Recents



Contacts



Keychain



More...

State of South Carolina) IN THE COURT OF COMMON PLEAS
County of Horry) FIFTEENTH JUDICIAL CIRCUIT
CASE NO: 2013-CP-26-2528

Branch Banking and)
Trust Company¹ (TRUIST))
Plaintiff,)

vs.)

Cindy B. Hunt; Willow Greens)
Homeowners Association, Inc.;))
CJ Developers, LLC.)
Defendant(s))

Affidavit of
CB Hunt

FILED
HORR COUNTY
2022 MAY 26 P 1:22
RENEE N. ELY
CLERK OF COURT
HORR COUNTY

CB Hunt PERSONALLY APPEARED BEFORE ME, who after being duly sworn and deposed, states as follows:

1. The matters contained herein are based upon my personal knowledge.
2. Hunt is an attorney, licensed in SC. SC Bar # 65408.
3. Hunt received the 5/6/2022 motion to substitute Plaintiff in the US mail on **5/11/2022**.
4. After being unable to reach Ms. Williamson of the clerk's office by phone on Monday, 5/16/2022, Hunt left

¹Formerly known as BB&T/BBT. BBT and Sun Trust joined forces to become Truist Bank on 12/18/2019. See pp. 2053-2054 and the Appendix at pp. 52-53. Hunt continues to refer to Truist as BBT for ease of reference.

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a message and went to the courthouse on **5/16/2022** to check on the motion. **See pp. 2236**

Hunt found the 5/10/2022 order that had not been mailed to Hunt by the clerk of court's office.

Hunt made a copy of the courthouse order on 5/16/2022.

When Hunt returned home from the courthouse on 5/16/2022 the US mail had delivered a copy of the order on 5/16/2022 from attorney Burgess. And the clerk's office mailed Hunt a copy of the order on 5/19/2022.

C B Hunt

Signature: CB Hunt

Sworn to and subscribed before me this

26 Day of May 2022

[Signature]

Notary Public State of South Carolina

My Commission expires 3-1-2026

State of South Carolina) IN THE COURT OF COMMON PLEAS

County of Horry) FIFTEENTH JUDICIAL CIRCUIT

) CASE NO: 2013-CP-26-2528

Branch Banking and)

Trust Company)

Plaintiff,)

Motion under Rule 59: re

vs.)

Order filed on 5/10/2022

Cindy B. Hunt; Willow Greens)

Homeowners Association, Inc.;)

CJ Developers, LLC.)

Defendant(s))

_____)

This motion is supported by all the exhibits¹ in this matter and the prior pleadings and documents at c/a 4:09-cv-2151-JMC-TER; c/a 4:11-cv-00870-MGL-TER;² Case No: 2012-CP-26-5264 aka c/a 4:12-cv-02216-MGL³ and all the pleadings and documents in the present matter at Case No: 2013-CP-26-2528;⁴ and Appellate Case No. 2016-001550 and 2020-000510 where this matter has been in dispute/litigation for thirteen years (1/2008 - present).

¹ See Hunt's affidavits at exhibit #s 3, 26, 46 and 70; and exhibit #s 13-15, 17-22, 25 and 34-35 where Hunt reported BBT to the FDIC in March 2008 and where the FDIC made a finding at exhibit #s 17-18 that BBT violated the Gramm Leach Bliley Act (GLBA); and see exhibit #s 28-33 where Hunt reported BBT to the Horry County Police Department (HCPD) in Sept. 2010 and at exhibit # 32 BBT refused to cooperate with the HCPD. Exhibit #s 1-52 were submitted in the USDC without objection by BBT and included five affidavits from Hunt and Davis. Here in after referred to as lawsuit # 1 - was filed in the USDC by Hunt in 8/2009 - see exhibit # 47. Hunt argues that the USDC dismissed lawsuit # 1 to save the then Defendant BBT and employees from the allegations in the TAC at exhibit # 47 entry # 105-1.

² Here in after referred to as lawsuit # 2 - was filed in the USDC by Hunt in 4/2011 - see exhibit # 48. Hunt argues that the USDC dismissed lawsuit # 2 to save the then Defendant BBT and employees from the allegations in the FAC at exhibit # 49 entry # 15-8.

³ Here in after referred to as lawsuit # 3 where the verified complaint in this civil action was filed by Hunt in this court in 7/2012 and removed by BBT to the United States District Court (USDC) in Florence, SC in 8/2013 where BBT was looking for additional help - see exhibit # 49. Lawsuit # 3 was not appealed to the USCA. However, Hunt argues that after the USCA reviewed the pleadings (see bottom right corner of most documents in exhibit # 49) in lawsuit # 3 that the USDC dismissed lawsuit # 3 to help the then Defendant BBT bury its misconduct in state court where BBT thereafter filed lawsuit # 4 in state court.

⁴ Here in after referred to as lawsuit # 4 - was filed in this circuit court by BBT on 4/16/2013; the counterclaims are verified.

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Documents, relevant facts and chronology during Appeal and after Remittitur:

On **10/28/2020** Hunt submitted to the circuit court all of the below documents :one copy of the Record on Appeal (ROA): volume 1 (at pp. 1-492); volume 2 (at pp. 493-958); volume 3 (at pp. 1-959-1452 and volume 4 (at pp. 1453-1942);

Appellant's Final Brief (FBOTA), Respondent's Final Brief (FBOTR), Appendix, and;

1) Amended Motion / Petition For Rehearing and Respondent's Return To Appellant's Amended Petition For Rehearing; 2) ; Motion / Petition For Writ of Certiorari (37 pages) 3) Return To Petition For Writ of Certiorari (11 pages) 4) Appellant's Reply to Respondent's Return To the Petition For Writ of Certiorari (20 pages) 5) REMITTITUR (4 pages) 6) Order of Appellate Case No.: 2020-000510 (1 page) 7) the 4 volumes that make up the ROA, with the Final Briefs of the Appellant and the Respondent.

The above documents will be referred to herein by page number or name.

And attached are documents: 1943-2235.⁵

On **4/16/2013** BBT filed a Summons and Foreclosure Complaint⁶ against defendants Cindy B. Hunt, Willow Greens Homeowners Association, Inc. and CJ Developers, LLC. **See Summons & Foreclosure Complaint at pp. 261-272.**

On **8/2/2013** Hunt filed an ANSWER to the Foreclosure Complaint. **See Answer at pp. 273-276.**

⁵ Most of these documents were previously submitted and have now been numbered for ease of reference.

⁶ And Notice of Foreclosure Intervention.

On **11/4/2013** the court granted BBT's requested (by attorney John Hearn) **Order of Reference to the Master in Equity**.⁷ **See Order of Reference at pp. 59-62.**

During Appeal:

On **7/23/2016** Hunt filed a notice of appeal . **See pp. 1943⁸.**

On **7/5/2017** attorney Sean Foerster stated in the Respondent's Brief that the firm representing BBT was Rogers Townsend & Thomas, PC⁹. **See the 7/5/2017 certificate of counsel in Respondent's Brief (FBOTR) at p. 14.**

On **12/10/2019** articles of organization were filed for ROGERS TOWNSEND, LLC.¹⁰ **See articles of organization in 12/17/2020 Motion at pp. 2065-2068 cf. to October 2014 use of ROGERS TOWNSEND at pp. 1901, 1904 & 1905 in .**

On **12/18/2019** the SCCA affirmed the ruling of the master-in-equity in the Unpublished Opinion No. 2019-UP-389. **See Unpublished Opinion at pp. 1949-1951**

On **1/10/2020, 1/23/2020, 4/3/2020, 4/15/2020 and 5/20/2020** without a motion for merger or relief or substitution of counsel **from** Rogers Townsend & Thomas, PC **to** Rogers Townsend, LLC - attorney Sean Foerster inserted into these proceedings during appeal the name of **Rogers Townsend, LLC** as the attorneys for Respondent BBT. **See pp. 1944-1947, Appendix**

⁷ On **10/7/2013** Attorney John Hearn for BBT filed a form motion, no hearing was requested for Order of Reference to the Master in Equity.

⁸ See pp. 1943-2235 are attached to this motion

⁹ Referred to as PC.

¹⁰ Referred to as LLC.

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after page 65, 2016-2032, 2040-2042, 1952 & pp. 2006-2069.

Remit:

On **10/19/2020** the SCCA remitted the case to Horry County and the remit was received on 10/21/2020 by the HC Clerk of Court.¹¹ **See pp. 1948-1951.**

On **10/23/2020** BBT U.S. mailed¹² to Hunt "part 1" motion and proposed consent order to substitute counsel from Rogers Townsend, LLC to Brock & Scott, PLLC.¹³ **See pp. 1953-1955, 1999-2001, 1984-1985 and 1986-2005.**

On **10/28/2020** Hunt filed: Motion – Rule 11, SCRCP. **See pp. 1956-1973. BBT did not reply. "The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object." Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997).**

On **10/28/2020** Hunt filed: Motion – Abuse of Process. **See pp. 1974-1980. BBT did not reply. "The failure to make an objection at the time evidence is offered**

¹¹ This case was on appeal when electronic filing started in Horry County and upon remit the covid-19 pandemic was ongoing. Hunt is a Pro Se attorney in this matter and the SC courts have never allowed pro se attorney Hunt to participate in electronic filing.

¹² See Rule 6(e), SCRCP.

¹³ Note that BBT mailed its consent to the motion separately and mailed a copy of that consent to Hunt on 10/28/2020. Also, Hunt has never received a copy of a "notice of appearance" from Brock and Scott, PLLC. And pursuant to the email from Ms. Williamson the file does not contain a "notice of appearance".

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constitutes a waiver of the right to object." Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997).

On **10/28/2020** when heading for the courthouse Hunt received BBT's 10/23/2020 motion and proposed consent order. BBT did not request a hearing. Hunt sat down and wrote the short: **Objection to Plaintiff's Motion – To Substitute Counsel** where Hunt requested a hearing on BBT's motion. See pp. **1981-1983**.

On **10/28/2020** Hunt visited the office of the clerk of court; and spoke to Ms. Elvis and Ms. Williamson about pro se persons not being allowed to participate in electronic mailing. As such, all documents needed to be mailed to Hunt. Ms. Elvis and Ms. Williamson agreed to mail all documents to Hunt. See pp. **2080 at FN 5 cf. pp. 1984-1985**.

On **10/28/2020** BBT U.S. mailed¹⁴ to Hunt: "Part 2" Plaintiff's consent to motion to substitute counsel. On **11/3/2020** Hunt received the Plaintiff's consent to motion to substitute counsel. See pp. **1999-2001 and pp. 1986-2005**.

On **11/5/2020 at 1:08pm** the court e-filed the consent **order** for BBT's motion to substitute counsel that was signed by Judge Culbertson, who was not and is not the master in-equity.¹⁵ The 11/5/2020 Order granting substitution by Judge Culbertson made no effort to give notice to Hunt of the 11/5/2020 Order granting substitution.¹⁶ See

¹⁴ See Rule 6(e), SCRCP.

¹⁵ This 11/5/2020 order was signed less than ten days after mailing to Hunt on 10/28/2020 the Plaintiff's consent to the motion for substitution.

¹⁶ "An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of

11/5/2020 Order at pp. 1984-1985; pp. 2080 at FN 5; 10/27/2021 motion at 2078-2111; 11/4/2021 motion at pp. 2113-2172 cf. 11/17/2021 Order at pp. 2173-2175.

On **11/5/2020 at 3:05pm** Hunt filed: **Amended Objections** to Plaintiff's Motion to Substitute Counsel / Response. Hunt had **no knowledge** that Judge Culbertson (who is not the master in equity) had signed the 11/5/2020 order two hours earlier. **See pp. 1986-2005. BBT did not reply. "The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object." Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997) cf. 11/5/2020 Order at pp. 1984-1985.**

On **12/17/2020** Hunt filed: Motion – Rule 60, Fraud upon the Court and Civil Conspiracy **where** Hunt had **no knowledge** that the 11/5/2020 e-filed Order had already granted the 10/23/2020 motion where the 12/17/2020 motion was made to speak to events that occurred in the appellate court, etc. **See pp. 2006-2069 and pp. 1944-1947, Appendix after page 65, 2016-2032, 2040-2042, 1952. BBT did not make objections. "The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object." Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997).**

On **10/18/2021** (left msg) and 10/20/2020 Hunt learned of the e-filed 11/5/2020 Order after calls to the office of Ms. Elvis. 10/22/2021 email from Williamson. 10/23/2021 email from Hunt. Ms. Williamson mailed the 11/5/2020 Order to Hunt on 10/22/2021, almost a year after the order. **See pp. 2070-2074.**

the action and afford them an opportunity to present their objections. ..." **Armstrong v. Manzo, 380 U.S. 545, 550, 85 S.Ct. 1187, 14 L.Ed.2d 62 (1965).**

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On **10/22/2021** Hunt emailed BBT an offer of settlement with an expiration date of 10/25/2021. Hunt did not receive a response to the offer of settlement. **See pp. 2075-2077**

On **10/27/2021** Hunt filed: Motion under Rule 59: re Order filed on 11/5/2020. **See pp. 2078-2110. BBT did not file any objections. "The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object." Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997) cf. 11/17/2021 Order.**

On **10/29/2021** Hunt emailed BBT to see if they wanted to engage in a "variation on mediation" where foreclosures are exempt from mediation. BBT did not respond to Hunt's email. **See pp. 2111-2112.**

On **11/4/2021** Hunt filed: Motion under Rule 60: re Order e-filed on 11/5/2020 where Hunt speaks to the events that occurred in the appellate court and in the circuit court. **See pp. 2113-2172. BBT did not file any objections. "The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object." Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997) cf. 11/17/2021 Order.**

On **11/16/2021 at 13:40:30** Judge Culbertson e-signed **the order** that denied two of Hunt's motions: the 10/27/2021 motion and the 11/4/2021 motion. **See 11/17/2021 Order at pp. 2173-2175.**

On **11/17/2021 at 9:39am** Mr. Prioleau called Hunt. And at **11/17/2021 at 9:47am** Hunt returned the call to Mr. Prioleau where he said that Judge Howe was retiring in mid to late March and that she would not be able to hear my motions.

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On 11/17/2021 at 3:19pm¹⁷ Judge Culbertson's¹⁸ order was e-filed¹⁹ that denied two of Hunt's motions: the 10/27/2021 motion and the 11/4/2021 motion. See 11/17/2021 Order at pp. 2173-2175, pp. 1984-1985, pp. 2078-2110 and pp. 2113-2172.

11/23/2021 – 11/24/2021 Emails between Bridgett Williamson and CB Hunt – subject re: **Notice of Appearance.** See pp. 2176-2177.

On **4/25/2022** Hunt called the office of the SCSC and spoke to the very pleasant, Ms. Shealy for twenty-three minutes about filing a motion where this matter had already been on appeal with a 10/19/2020 letter of remit date and received by the Horry County Clerk of Court on 10/21/2020. See pp. 2178 and pp. 1948-1951.

Hunt is being treated for shingles and Hunt told this to Mr. Prioleau in the April 25, 2022 phone conversation. See pp. 2179-2180.

Emails: Later in the day, after speaking to Ms. Shealy on 4/25/2022 Hunt had no idea of what was about to occur over the next few days involving the office of the master-in-equity. See below at email scheme and at pp. 2176-2202.

On **5/6/2022** at 7:07 am Hunt stated: "... I continue to believe that my right to due process is being violated. As such, I am going to contact the Supreme Court." See pp. 2197 cf. with emails at pp. 2176-2202.

¹⁷ See at the bottom of p. 2175 and compare to right side of p. 2175.

¹⁸ Who is not the master in equity.

¹⁹ The 11/17/2021 order was U.S. mailed to Hunt without the signature page. Hunt called Ms. Williamson at the clerk's office and requested the 3rd page. Note: page two states page 2 of 2

On **5/6/2022** BBT/Truist e-filed a motion²⁰ to substitute from Plaintiff/BBT/Truist²¹ to Specialized Loan Servicing LLC; and U.S. mailed a copy to Hunt.²² See the Appendix at pp. 52-53, p. 1999 and pp. 2176-2202; pp. 2203-2235; 11/17/2021 order at 2173-2175 **cf.** 11/17/2021 CORPORATE ASSIGNMENT OF MORTGAGE at pp. 2229; Res Judicata at pp. 273-276, & pp. 1850-1868²³.

Hunt received the **5/6/2022** motion²⁴ on **5/11/2022** which was after the 5/10/2022 Order was e-filed by Judge Clemmons. **See Cf. pp. 2078-2087 and see the order at pp. 2173-2175, signed by Judge Culbertson who is not a master in equity, denying the motion at pp. 2078-2110.**

On **5/10/2022** the Order was e-filed. On 5/9/2022 the court e-signed the Order (signed by Judge Clemmons) **and on 5/10/2022 the court e-filed the Order** that granted the 5/6/2022 motion to substitute from Plaintiff BBT/Truist to Specialized Loan Servicing LLC. **See pp. 2233-2235.**

²⁰ The 5/6/2022 motion was filed by attorney Burgess of Scott & Brock, PLLC for Branch Banking and Trust and Specialized Loan Servicing LLC. See pp. 2203-2232 **cf.** Appendix at pp. 53; **11/5/2020 Order at pp. 1984-1985; pp. 2080 at FN 5; 11/5/2020 amended objections at pp. 1986-2005; 12/17/2020 at pp. 2006-2069; 10/27/2021 motion at 2078-2111; 11/4/2021 motion at pp. 2113-2172 cf. 11/17/2021 Order at pp. 2173-2175.**

²¹ See Appendix at pp. 53 "Effective on the date of the merger, ...The documents shall be read with Truist in place of BBT."

²² See Rule 6(e), SCRPC.

²³ Cf. BBT did not object to these arguments. See pp. 1871-1880. **Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997)** ("The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object.").

²⁴ "A corporation [must be represented by an attorney] in circuit or appellate courts..." **Renaissance Enter. v. Summit Teleservices, 515 S.E.2d 257, 334 S.C. 649 (S.C. 1999).** Plaintiff BBT/Truist is a corporation. **See pp. 264 cf. 11/5/2020 order granting substitution of counsel at pp. 1984-1985 is signed by a judge who is not a master in equity.**

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Acronyms

PC - Rogers Townsend & Thomas, PC

LLC - Rogers Townsend, LLC

PLLC - Brock & Scott, PLLC

Standard of Review:

Rule 59, SCRPC:

"A party may wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps **failed** to rule on an argument or issue, and the party wishes for the court **to reconsider** or rule on it. A party **must** file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review." **Elam v. SOUTH CAROLINA DEPT. OF TRANSP., 361 S.C. 9, 24, 602 S.E.2d 772 (S.C. 2004).**

Lack of Due Process, Lack of Subject Matter Jurisdiction and Preservation for Appellate Review:

This matter is about more than party in interest. As such, while Hunt argues the 5/10/2022 Order Hunt must address the impact the Orders dated 11/5/2020 and 11/17/2021 have on the 5/10/2022 Order. **Elam v. SOUTH CAROLINA DEPT. OF TRANSP., 361 S.C. 9, 602 S.E.2d 772 (S.C. 2004).**

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Standing -

Issue #1: Is BBT/Truist the real party in interest in this matter? Yes.

"The purpose of a real party in interest provision is to assure that a defendant is required only to defend an action brought by a proper party and that such an action need be defended only once. 59 AmJur2d Parties § 35 (1987). The right of a plaintiff to maintain a suit, while frequently treated as going to the question of jurisdiction, goes, in reality, to the right of the plaintiff to relief rather than to the jurisdiction of the court to afford it. 21 C.J.S. Courts § 16 (1990).

A challenge to a party's status as real party in interest must be made promptly or the court may conclude the point has been waived. 6A Charles Alan Wright, Arthur R. Miller and Mary Kay Kane, Federal Practice and Procedure, § 1554, pp. 406-407 (1990) (hereinafter, Wright, Miller and Kane). See also [326 S.C. 170] Gogolin & Stelter v. Karn's Auto Imports, Inc. 886 F.2d 100, 102 (5th Cir.1989), cert. denied 494 U.S. 1031, 110 S.Ct. 1480, 108 L.Ed.2d 617 (defendant waived defense that plaintiff was not real party in interest by failing to timely raise issue); Hefley v. Jones, 687 F.2d 1383, 1388 (10th Cir.1982) (real party in interest defense is for defendant's benefit and is waived if not timely raised); Fox v. McGrath, 152 F.2d 616, 618-619 (2nd Cir.1945), cert. denied, 327 U.S. 806, 66 S.Ct. 966, 90 L.Ed. 1030 (since real party in interest rule is for defendants' protection, it is not jurisdictional and is freely waivable); Bielski v. Zorn, 627 N.E.2d 880 (Ind.1994) (if action is

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brought by other than real party in interest, remedy is not dismissal for lack of subject matter jurisdiction)."

Bardoon Properties, NV v. Eidolon Corp., 485 S.E.2d 371, 373, 326 S.C. 166 (S.C. 1997).

Does Specialized Loan Servicing LLC (SLS) have **standing** to make the 5/6/2022 motion for substitution of Plaintiff from BBT/Truist to Specialized Loan Servicing LLC? **No.** Hunt argues that where Specialized Loan Servicing LLC could not institute the action thus it did not have standing to bring the 5/6/2022 motion. See **"CORPORATE ASSIGNMENT OF MORTGAGE" dated 11/17/2021 at pp. 2229;** "Standing is a fundamental requirement for **instituting** an action."...**Bank of Am., N.A. v. Todd Draper, Mortg. Elec. Registration Sys., Inc., 405 S.C. 214, 746 S.E.2d 478, 480 (S.C. App. 2013).**

On 4/16/2013 – today did Specialized Loan Servicing LLC (SLS) have standing to institute the foreclosure action where Hunt asserted counterclaims? No. See **"CORPORATE ASSIGNMENT OF MORTGAGE" dated 11/17/2021 at pp. 2229;** "Standing is a fundamental requirement for **instituting** an action."...**Bank of Am., N.A. v. Todd Draper, Mortg. Elec. Registration Sys., Inc., 405 S.C. 214, 746 S.E.2d 478, 480 (S.C. App. 2013).**

"The right of a plaintiff to maintain a suit, while frequently treated as going to the question of

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jurisdiction, goes, in reality, to the right of the plaintiff to relief rather than to the jurisdiction of the court to afford it. 21 C.J.S. Courts § 16 (1990)." **Bardoon Properties, NV v. Eidolon Corp., 485 S.E.2d 371, 373, 326 S.C. 166 (S.C. 1997)**

Has BBT/Truist gotten relief? Yes. **See 10/19/2020 remittitur of the 12/18/2019 Unpublished Opinion No. 2019-UP-389 at pp. 1948-1951.**

As such, Hunt continues to argue that BBT/Truist and its attorneys pursuit in this matter was not directly about the barred mortgage foreclosure complaint that was used to commence this action on 4/16/2013 but rather the foreclosure complaint was a vehicle to get into State court. **See pp. 1956-1973 & pp.1974-1980; and see 12/18/2019 Unpublished Opinion No. 2019-UP-389 at pp. 1948-1951 cf. 12/18/2019 date of merger in SC at pp. 2053-2054.**

Hunt argues that as a consequence of BBT/Truist and its attorneys seeking and getting its desired relief²⁵ that

²⁵ **See 12/18/2019 Unpublished Opinion No. 2019-UP-389 at pp. 1948-1951 cf. 12/18/2019 date of merger in SC at pp. 2053-2054.**

Hunt was and is being subjected to numerous²⁶ Rule 11 violations, abuses of process, lis pendens, stalking, due process violations, loss of wages, defamation, etc. **See Rule 11 motion at pp. 1956-1973²⁷, abuse of process motion at pp. 1974-1980 and violations of due process involving the 11/5/2020 order at pp. 1986-2005, pp. 2006-2069, pp. 2078-2087, pp. 2113-2172, email scheme at pp. 2178-2202 and substitution of Plaintiff at pp. 2203-2235 while the attorneys for BBT/Truist are avoiding SC Code Title 15 at Chapter 36.**

BBT/Truist filed the barred mortgage foreclosure complaint that commenced this action on 4/16/2013. **See Appendix at pp. 53, 261-272.** Hunt answered that the foreclosure complaint was barred based on res judicata, etc. **See pp. 273-276 & 1850-1853.** BBT/Truist did not object. **See pp. 1871-1880 and Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997)** ("The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object.").

About nine years later, after the recent e-mail scheme and through the 5/6/2022 motion,

²⁶ This includes each document that BBT/Truist filed / put forth or cause to be put forth/filed by the court, Hunt, BBT/Truist and other. See index in volumes submitted on appeal, appendix, affidavits, lis pendens, all documents after remit by all persons.

²⁷ "Further, if appropriate under the facts of the case, the court may order a party and/or the party's attorney to pay a reasonable monetary penalty to the party or parties defending against the frivolous action or action brought in bad faith. **Rule 11(a), SCRPC.**" *Runyon v. Wright*, 471 S.E.2d 160, 162, 322 S.C. 15 (S.C. 1996).

5/9/2022 e-signed and 5/10/2022 e-filed Order - Specialized Loan Servicing **LLC** was substituted for Plaintiff BBT/Truist involving the 11/5/2020 and 11/17/2021 orders that were signed by Judge Culbertson, who is not the master in equity. **See pp. 1984-1985, pp. 2173-2175 & pp. 2203-2235.**

Hunt argues that the court gave Hunt zero opportunity to object to the substitution from Plaintiff BBT/Truist to Specialized Loan Servicing **LLC** where

- 1) the court already had knowledge of Donna Brown's affidavit and three lis pendens (**see documents submitted to the court on 10/28/2020 motion/ petition for writ of certiorari at pp. 24-26**), that Hunt had been stalked, harassed, property trespassed upon, etc. **See 10/28/2020 Appendix letter to SLED at pp. 44-51;**
- 2) and the court already had knowledge that Hunt had requested attorney fees, costs, sanctions, loss of wages, damages, interest, cancellation of mortgages, etc. **See 10/28/2020 Appendix at pp. 13-15 & 54-64.**

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Has Defendant Hunt already defended the foreclosure action. **Yes. See the answer and counterclaims, etc. at pp. 273-338 and the voluminous record.**

*"The purpose of a real party in interest provision is to assure that a **defendant is required only to defend an action brought by a proper party and that such an action need be defended only once.** 59 AmJur2d Parties § 35 (1987). The right of a plaintiff to maintain a suit, while frequently treated as going to the question of jurisdiction, goes, in reality, to the right of the plaintiff to relief rather than to the jurisdiction of the court to afford it. 21 C.J.S. Courts § 16 (1990)."* **Bardoon Properties, NV v. Eidolon Corp., 485 S.E.2d 371, 326 S.C. 166 (S.C. 1997).**

Where Hunt has argued res judicata from day one Hunt's position was and is that the foreclosure complaint was barred. **See complaint at pp. 261-272, answer and affirmative defense of res judicata at pp. 273-276 and pp. 1850-1853.** And BBT did not object. **See pp. 1871-1880 and Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997)** ("The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object.").

However, the issue of "barred" did not keep BBT from asserting itself as party in interest based on

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the counterclaims for the past nine years. **See counterclaims at pp. 299-338; 12/18/2019 Unpublished Opinion No. 2019-UP-389 at pp. 1948-1951 cf. 12/18/2019 date of merger in SC at pp. 2053-2054.**

As such, on the one hand Defendant Hunt argues that this matter has through BBT/Truist been knowingly brought by the proper party and that Defendant Hunt has for the past nine years been defending this matter and that fairness demands that *such an action need be defended only once and that Hunt be compensated for the* Rule 11 violations, abuses of process, due process violations, loss of wages, defamation, attorney, fees, cost, cancellation of mortgage, etc.

On the **other hand** the issue of barred should have required BBT/Truist **not** to bring this foreclosure action. **See complaint at pp. 261-272, answer and affirmative defense of res judicata at pp. 273-276 and pp. 1850-1853.** And BBT did not object. **See pp. 1871-1880 and Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997)** ("The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object.").

Thus, after the 12/18/2019 unpublished opinion ruling BBT/Truist finds itself in the unusual position of keeping its relief. **See counterclaims at pp. 299-338; 12/18/2019 Unpublished Opinion No.**

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2019-UP-389 at pp. 1948-1951 cf. 12/18/2019 date of merger in SC at pp. 2053-2054.

Issue #2 subject matter jurisdiction and standing / real party in interest:²⁸

Did the 11/5/2020 Order (granted substitution of counsel from LLC to PLLC) and the 11/17/2021 Order (denied two motions re Order filed on 11/5/2020), that were signed by Judge Culbertson who is not the master in equity, deprive the Court of subject matter jurisdiction? **Yes. See Orders dated 11/5/2020 and 11/17/2021 at pp. 1984-1985 & 2173-2175; 11/04/2013 Order of Reference at pp. 59-62 and Rules 53 & 58 SCRCP and Rule 201 SCACR; & pp. 2006-2069.**

1. Rule 17(a), SCRCP, specifically provides that "No action shall be dismissed on the ground that it is not prosecuted in the name of the real party in interest until a reasonable time has been allowed, **after objection**, for ratification of commencement of the action by, or ... substitution of the real party in interest...." This rule clearly indicates the question of real party in interest does not involve subject matter jurisdiction."

Bardoon Properties, NV v. Eidolon Corp., 485 S.E.2d 371, 326 S.C. 166 (S.C. 1997).

²⁸ Cf. *Bardoon Properties, NV v. Eidolon Corp.*, 485 S.E.2d 371, 373-374, 326 S.C. 166 (S.C. 1997).

2. **McDaniel v. U.S. Fidelity and Guar. Co., 478 S.E.2d 868, 871, 324 S.C. 639 (S.C. App. 1996)** states "Definition Of "Void" in Rule 60(b)(4): ...The definition of "void" under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction."; and see pp. 2233-2235 & pp. 2084-2087.

Order # 2019-06-28-02 of The Supreme Court of South Carolina Re: Duties of Circuit Court Chief Judges for Administrative Purposes states:

"17. To monitor matters referred to masters-in-equity or special referees to ensure timely disposition of the matters. Masters-in-equity and special referees shall continue to have **exclusive jurisdiction** over the referred matters until rendering a final decision or referring a matter back to the circuit court." See **Order # 2019-06-28-02 of The Supreme Court of South Carolina.**

Nonetheless, Judge Culbertson, who **was not** the master-in-equity, signed two orders in this matter - the 11/5/2020 and 11/17/2021 orders. See **Rule 53, SCRPC, 11/4/2013 Order of Reference at pp. 59-62, 11/5/2020 Order at pp. 1984-1985, 11/17/2021 Order at pp. 2173-2175 & 2178, Rule 58, SCRPC and Rule 201 SCACR.**

Hunt argues that the failure of this matter to not be timely disposed of is the fault of Judge Culbertson where after remit the master-in-equity, NOT JUDGE CULBERTSON, has jurisdiction to hear all of Hunt's motions. See **Martin v. Paradise Cove Marina, Inc., 348 S.C. 379, 385, 559 S.E.2d 348 (S.C. App.**

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2001); 11/4/2013 Order of Reference at pp. 59-62 and Rule 53, SCRCP.

Can the new master in equity, Judge Clemmons, vacate or set aside the orders of Judge Culbertson? **No. See Cook v. Taylor, 252 S.E.2d 923, 272 S.C. 536, 538 (S.C. 1979); at pp. 1984-1985 & 2173-2175; 11/04/2013 Order of Reference at pp. 59-62 and Rules 53 & 60, SCRCP.**

Hunt argues that Judge Culbertson's two orders issued without subject matter jurisdiction (where Judge Culbertson is not the master in equity) and are void. See **Cone ex rel. Tower St. Capital Mgmt. v. Hood, 425 S.C. 349, 350, 822 S.E.2d 599(Mem) (S.C. 2018)**(Ware v. Ware , 404 S.C. 1, 11, 743 S.E.2d 817, 822 (2013) (a judgment is void if a court acts without jurisdiction); Innovative Waste Mgmt. Inc. v. Crest Energy Partners GP, LLC , 423 S.C. 611, 615, 815 S.E.2d 780, 782 (Ct. App. 2018) (a court has no discretion to perpetuate a void judgment).); **and see Renaissance Enter. v. Summit Teleservices, 515 S.E.2d 257, 334 S.C. 649 (S.C. 1999).**

Also, Hunt argues that attorney Foerster has known since the moment that Judge Culbertson signed the 11/5/2020 Order that the Order was void based on his first-hand knowledge of **Wells Fargo Bank, NA, v. Smith, 398 S.C. 487, 730 S.E.2d 328, 331 (S.C. App. 2012).**²⁹ Nonetheless, attorney Foerster, choose to participate in the "email scheme". **See pp. 2180-2202.**

²⁹ Note that: attorney Foerster in this matter for BBT was also the attorney in the case cited for Wells Fargo Bank.

Issue #3: Did the 5/10/2022 Order (granted substitution of Plaintiff) that was signed by Judge Clemmons who is the master in equity, deprive the Court of subject matter jurisdiction? **Yes. See Orders dated 11/5/2020 and 11/17/2021 at pp. 1984-1985 & 2173-2175; 11/04/2013 Order of Reference at pp. 59-62 and Rules 53 & 58 SCRCP and Rule 201 SCACR; & pp. 2006-2069.**

Hunt argues that attorney Burgess through the 5/6/2022 motion entered this matter on the order of Judge Culbertson, who is not the master in equity and thus lacked subject matter jurisdiction to sign the 11/5/2020 Order granting substitution of counsel that gave rise to the 5/6/2022 motion.

Thereafter, Judge Clemmons who is the master in equity, signed the 5/10/2022 Order that granted the 5/6/202 motion.

Can the "stench" of **lack of subject matter jurisdiction** on the 5/6/2022 motion (signed by attorney Burgess pursuant to substitution of counsel) that came about based on the 11/5/2020 and 11/17/2021 orders of Judge Culbertson, who was not the master in equity and thus lacked subject matter jurisdiction, be washed away where the 5/10/2022 Order that resulted from the 5/6/2022 motion is signed by Judge Clemmons, the master in equity? **No.**

Hunt argues that **subject matter jurisdiction** refers to a court's ability to hear a case from start to finish. "It is well-settled that issues relating to subject matter jurisdiction maybe raised at any time. See Johnson v. [326 S.C. 169] State, 319 S.C. 62, 459 S.E.2d 840 (1995); GNOC Corp. v. Estate of Rhyne, 312 S.C. 86, 439 S.E.2d 274 (1994); State v. Gorie, 256 S.C. 539, 183 S.E.2d 334 (1971). Subject matter jurisdiction refers to the court's power to hear and determine cases of the

general class to which the proceedings in question belong."
Bardoon Properties, NV v. Eidolon Corp., 485 S.E.2d 371, 372, 326 S.C. 166 (S.C. 1997).

Hunt argues that Judge Culbertson interrupted that start to finish process with the two orders dated: 1) 11/5/2020 filed at 1:08pm and 2) the 11/17/2021 Order filed at 3:19pm;³⁰ such that the resulting 5/6/2022 motion to substitute Plaintiff from BBT/Truist to Specialized Loan Servicing LLC is tainted and lacks subject matter jurisdiction. **See pp. 1984-1985 & pp. 2173-2175; Rule 53, SCRPC, 11/4/2013 Order of Reference at pp. 59-62, Rule 58, SCRPC, Rule 201 SCACR.**³¹

As such, Hunt argues that the 5/6/2022 motion that is signed by attorney Burgess where the motion comes about but for the 11/5/2020 and 11/17/2021 Orders (re substitution of counsel from the LLC to the PLLC) being signed by Judge Culbertson where he lacked subject matter jurisdiction that that lack of subject matter jurisdiction cannot be washed away; and should not be confused with standing/party in interest.

³⁰ Cf. pp. 2229 that shows the 11/17/2021 assignment involving Specialized Loan Servicing LLC.

³¹ "An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. ..." **Armstrong v. Manzo, 380 U.S. 545, 550, 85 S.Ct. 1187, 14 L.Ed.2d 62 (1965).**

Issue #4: "We hold the issue of whether a party is a 'real party in [] interest' does not involve [] subject matter jurisdiction." **Bardoon Properties, NV v. Eidolon Corp., 485 S.E.2d 371, 373-375, 326 S.C. 166 (S.C. 1997).**

However, is BBT/Truist being represented by an attorney in circuit court? No.

Did attorney Burgess enter this matter based on a motion to substitute counsel from the LLC to the PLLC? Yes. The 11/5/2020 order granting the substitution of counsel was signed by Judge Culbertson, who is not the master in equity. **See 11/5/2020 order at pp. 1984-1985 & 11/17/2021 order at pp. 2173-2175 cf. pp. 2233-2235.**

Is the 11/5/2020 order void for lack of subject matter jurisdiction? Yes. **See McDaniel v. U.S. Fidelity and Guar. Co., 478 S.E.2d 868, 871, 324 S.C. 639 (S.C. App. 1996)**("Definition Of "Void" in Rule 60(b)(4): ...The definition of "void" under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction."); **and see pp. 2233-2235 & pp. 2084-2087 and affidavit of CB Hunt.**

Based on **McDaniel, supra** Hunt argues that where Judge Culbertson did not have the subject matter jurisdiction of the court (he is not the master in equity)

to provide for the substitution of counsel in the 11/5/2020 order then the 11/5/2020 order and 11/17/2021 order are void such that attorney Burgess through the 5/6/2022 motion does not and can not represent BBT/Truist in circuit court. **See pp. 1984-1985, pp. 2173-2175 cf. pp. 2233-2235; and McDaniel, supra** "A corporation [must be represented by an attorney] in circuit or appellate courts..." **Renaissance Enter. v. Summit Teleservices, 515 S.E.2d 257, 334 S.C. 649 (S.C. 1999).** Plaintiff BBT/Truist is a corporation. **See pp. 264 cf. 11/5/2020 order granting substitution of counsel at pp. 1984-1985 is signed by a judge who is not a master in equity; see Rule 53, SCRPC, 11/4/2013 Order of Reference at pp. 59-62, 11/5/2020 Order at pp. 1984-1985, 11/17/2021 Order at pp. 2173-2175 & 2178, Rule 58, SCRPC and Rule 201 SCACR.**

On **5/6/2022** at 7:07 am Hunt stated: "... I continue to believe that my right to due process is being violated. As such, I am going to contact the Supreme Court."³² **See pp. 2197 cf. 2176-2202.**

Hunt received the **5/6/2022** motion³³ on **5/11/2022** which was after the 5/10/2022 Order was e-filed by Judge Clemmons. **See Cf. pp. 2078-2087 and see the order at pp. 2173-2175, signed by Judge Culbertson who is not a master in equity, denying the motion at pp. 2078-2110.**

³² Hunt has not yet gotten back to the SC Supreme Court.

³³ "A corporation [must be represented by an attorney] in circuit or appellate courts..." **Renaissance Enter. v. Summit Teleservices, 515 S.E.2d 257, 334 S.C. 649 (S.C. 1999).** Plaintiff BBT/Truist is a corporation. **See pp. 264 cf. order granting substitution of counsel at pp. 1984-1985 is signed by a judge who is not a master in equity.**

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On 5/9/2022 the court e-signed the Order (signed by Judge Clemmons) **and on 5/10/2022 the court e-filed the Order** that granted the 5/6/2022 motion to substitute from Plaintiff BBT/Truist to Specialized Loan Servicing LLC.

On **5/6/2022** BBT/Truist e-filed a motion³⁴ to substitute from Plaintiff/BBT/Truist³⁵ to Specialized Loan Servicing LLC; and U.S. mailed a copy to Hunt.³⁶ See the Appendix at pp. 52-53, p. 1999 and pp. 2176-2202; pp. 2203-2235; 11/17/2021 order at 2173-2175 **cf.** 11/17/2021 CORPORATE ASSIGNMENT OF MORTGAGE at pp. 2229; Res Judicata at pp. 273-276, & pp. 1850-1868³⁷.

Attorney Burgess states in the 5/6/2022 motion:

"I SO MOVE
s/ Chad W. Burgess
SC Bar # 72520
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Chad.Burgess@brockandscott.com
**Attorney for Branch Banking and Trust and
Specialized Loan Servicing LLC."**

³⁴ The 5/6/2022 motion was filed by attorney Burgess of Scott & Brock, PLLC for Branch Banking and Trust and Specialized Loan Servicing LLC. See pp. 2203-2232 **cf.** Appendix at pp. 53; **11/5/2020 Order at pp. 1984-1985; pp. 2080 at FN 5; 11/5/2020 amended objections at pp. 1986-2005; 12/17/2020 at pp. 2006-2069; 10/27/2021 motion at 2078-2111; 11/4/2021 motion at pp. 2113-2172 cf. 11/17/2021 Order at pp. 2173-2175.**

³⁵ See Appendix at pp. 53 "Effective on the date of the merger, ...The documents shall be read with Truist in place of BBT."

³⁶ See Rule 6(e), SCRPC.

³⁷ Cf. BBT did not object to these arguments. See pp. 1871-1880. **Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997)** ("The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object.").

Again, is BBT/Truist represented by an attorney through the 5/6/2022 motion and 5/10/22 order in circuit court? **No. See 2203-2232 cf. 2053-2054.**

Above herein Mr. Burgess makes no mention of Truist or whether he has a pre 12/2019 contract with BBT. Instead, he indicates that he so moves on behalf of BBT. Hunt argues that as of 12/18/2019 that BBT no longer exist as per a merger. **See pp. 2053-2054 and see the Appendix at pp. 53.** Hunt argues that by signing his name as a representative of BBT without more is a false statement / fraud upon the court. Such that, BBT/Truist in circuit court IS NOT being represented by an attorney. See "A corporation [must be represented by an attorney] in circuit or appellate courts..." **Renaissance Enter. v. Summit Teleservices, 515 S.E.2d 257, 334 S.C. 649 (S.C. 1999).** Plaintiff BBT/Truist is a corporation. **See pp. 264 cf. 11/5/2020 order granting substitution of counsel at pp. 1984-1985 is signed by a judge who is not a master in equity; see Rule 53, SCRPC, 11/4/2013 Order of Reference at pp. 59-62, 11/5/2020 Order at pp. 1984-1985, 11/17/2021 Order at pp. 2173-2175 & 2178, Rule 58, SCRPC and Rule 201 SCACR.**

Issue #5: Did the court provide Hunt timely notice and an opportunity to be heard in a meaningful way on the 5/6/2022 motion? **No. See 5/6/2022 motion at pp. 2203-2232; 5/10/2022 order at pp. 2233-2235 signed by Judge Clemmons, the master in equity; In re Dickey, 395 S.C. 336, 718 S.E.2d 739, 751 (S.C. 2011) ("Kurschner v. City of Camden Planning Comm'n, 376 S.C. 165, 171, 656 S.E.2d 346, 350 (2008) (stating "[t]he fundamental requirements of due process**

include notice, an opportunity to be heard in a meaningful way, and judicial review").").

Hunt is pro se in this matter. As such, Hunt is not allowed to file or receive documents via e-file. Hunt is being sent documents, if they are sent, through the US mail. **See 10/27/2021 motion Rule 59 at pp. 2078-2087; Elam, supra at 24; Rule 4, SCEFPG and Rules 5, 6, 11(b) & 77, SCRCP; and cf. 5/10/2022 Order at pp. 2233-2235 was not mailed to Hunt.**

Did Hunt have the need to raise the issue of due process prior to the 5/10/2021 order? Yes. **See pp. 2078-2087.**

Hunt argues that even if Hunt had not raised the **issue of due process** in the 10/27/2021 motion, that was denied by Judge Culbertson in the 11/17/2021 Order **but not ruled on**, that the issue of due process in a Rule 59(e) motion would still be applicable here where Hunt received the **5/6/2022** motion in the US mail on 5/11/2022 which was after the 5/10/2022 order was signed. Thus, in this instance receipt of the 5/6/2022 motion in the US mail after the order was signed made it impossible for Hunt to raise the issue of due process prior to the 5/10/2022 judgment; and that Hunt was deprived of timely notice of the 5/6/2022 motion and deprived of an opportunity to be heard in a meaningful way in objection to the substitution from Plaintiff BBT/Truist to Specialized LLC. **See Elam, supra at pp. 24-25; 10/27/2021 Motion under Rule 59: re Order filed on 11/5/2020 at pp. 2078-2110; and see 11/17/2021 order at pp. 2173-2175.**

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Thus, Hunt argues that Hunt's motion under Rule 59 is timely as shown below where BBT's 5/6/2022 motion seeks to substitute from Plaintiff BBT/Truist to Specialized Loan Servicing LLC; and where Judge Clemmons 5/10/2022 order **deprives Hunt of due process** in this matter where the SC Supreme Court states in -

In re Dickey, 395 S.C. 336, 718 S.E.2d 739, 751 (S.C. 2011) states: "The fundamental requirements of due process include notice, an opportunity to be heard in a meaningful way, and judicial review";

And the US Supreme Court states in **Armstrong v. Manzo, 380 U.S. 545, 550, 85 S.Ct. 1187, 14 L.Ed.2d 62 (1965):** "An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.".

Was Hunt provided the opportunity to timely present to the court her objections in a meaningful way to the 5/6/2022 motion for substitution of Plaintiff from BBT/Truist to Specialized Loan Services prior to the 5/10/2022 order? **No. See the appendix at pp. 52-53, pp. 2203-2235, herein cf. 2084-2087.**

1. BBT's motion to substitute Plaintiff was placed in the US mail to Hunt on May 6, 2022 (5/6/2022). **See pp. 2203-2232.** The 5/6/2022 motion was not e-

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filed to pro se Hunt. **See pp. 2084-2087 & pp. 2203-2232.**

2. The order granting the motion was **e-signed** on 5/9/2022 at 15:44pm. And the order granting the motion was **e-filed** on **5/10/2022** at 9:14am. **See the order at pp. 2233-2235.**

The court had knowledge that Hunt was pro se. **See each of the numerous documents filed by Hunt in this matter & pp. 2084-2087.** The 5/10/2022 order was not e-filed to pro se Hunt. The 5/10/2022 order was not put in the US mail to pro se Hunt. **See Rule 77, SCRCP, pp. 2233-2235 cf. pp. 2173-2175; pp. 2084-2087; affidavit.**

3. Hunt received the 5/6/2022 motion to substitute Plaintiff on **5/11/2022** through the US mail. The 5/6/2022 motion was not e-filed to pro se Hunt. **See Rules 6 & 77, SCRCP, pp. 2203-2232 & pp. 2084-2087.**

4. After being unable to reach Ms. Williamson of the clerk's office by phone on Monday, 5/16/2022, Hunt went to the courthouse on **5/16/2022** to check on the motion. Hunt found the 5/10/2022 order that had not been mailed to Hunt by the clerk of court's office. Hunt made a copy of the order on 5/16/2022. When Hunt returned home on 5/16/2022 the US mail had delivered a copy of the order on 5/16/2022 from attorney Burgess. **See pp. 2084-2087 & AFFIDAVIT.**

As shown above, Hunt received the 5/6/2022 motion to substitute Plaintiff on 5/11/2022 which was **after** the 5/10/2022 order granting the motion was e-signed and e-filed which made it impossible for Hunt to receive timely notice and impossible to make any meaningful objections and arguments to the 5/6/2022 motion to substitute Plaintiff. Thus, Hunt argues that the court deprived Hunt of due process based on no timely notice and no opportunity to be heard in a meaningful way. **See Rule 6(e), SCRPC, pp. 2203-2235 & 2084-2087; In re Dickey, 395 S.C. 336, 718 S.E.2d 739, 751 (S.C. 2011); Armstrong v. Manzo, 380 U.S. 545, 550, 85 S.Ct. 1187, 14 L.Ed.2d 62 (1965).**

As such, Hunt argues that the 5/10/2022 Order / judgment should be reversed / **voided** where the court failed to provide proper due process to Hunt. **See McDaniel v. U.S. Fidelity and Guar. Co., 478 S.E.2d 868, 871, 324 S.C. 639 (S.C. App. 1996)** ("Definition Of "Void" in Rule 60(b)(4): ...The definition of "void" under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction."); **and see pp. 2233-2235 & pp. 2084-2087 and affidavit of CB Hunt.**

Based on the above arguments Hunt makes a request that the Court reverse / vacate and void the 5/10/2022 Order that granted the 5/6/2022 motion to substitute Plaintiff from BBT/Truist to Specialized Loan Services LLC.

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Respectfully Submitted, Dated: May 26, 2022.

C B Hunt
Cindy B. Hunt, (SC Bar # 65408)

Pro Se

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843 488-1131

FILED
HORRY COUNTY
2022 MAY 26 P 1:22
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

CERTIFICATE OF SERVICE BY MAIL
Civil Action No. 2013-CP-26-2528

Proof of Service: I hereby certify that on May 26, 2022 I have *and*
served the **Rule 59 Motion re the Order filed on 5/10/2022**, *PP.*
by depositing a copy in the United States Mail, postage pre-paid, *1943-*
addressed to the following: *2235*

Documents Served:

- 1) Form: Motion and Order Information Form.
- 2) Rule 59 Motion re the Order filed on 5/10/2022
- 3) Proof of Service
- 4) Affidavit

2269

Hand Delivered TO:

Horry County Court of Common Pleas

PO Box 677

Conway, SC 29526

Chad Burgess

Brock & Scott, PLLC

3800 Fernandina Road Suite 110

Columbia, SC 29210

E-file

MAILED TO:

Sean Foerster

Rogers, Townsend & Thomas, PC

PO Box 100200

Columbia, SC 29202

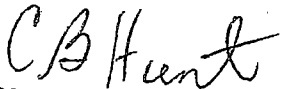
Judge Clemmons

Master in Equity

PO Box 677

Conway, SC 29526

Thank You,



Cindy B. Hunt, Pro Se, SC Bar # 65408.

195 D Willow Green Drive

Conway, SC 29526

843 488-1131

2270

Common Pleas
Clerk : Renee N. Elvis
1301 2Nd Avenue
Conway, SC 29528
(843) 915-5080

DUPLICATE

Received From: Hunt, Cindy B
195 D Willow Green Drive
Conway, SC 29526

Paying for: Self
Transaction Type: Payment

Payment Type: Credit Card

Total Paid: \$25.00

Reference #:
Comment:
Non-Refundable

Date: 5/26/2022
Receipt #: 1064022
Clerk: c26jballen

Note: The Total Paid does not reflect any Fees
assessed for paying with a credit card.

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2013CP2602528	Specialized Loan Servicing LLC , plaintiff, et al VS Cindy B Hunt , defendant, et al.	\$25.00	\$25.00	\$0.00



Total Cases: 1	\$25.00	\$25.00	\$0.00
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STATE OF SOUTH CAROLINA

COUNTY OF Horry

BBT

Plaintiff,

vs.

Cindy B. Hunt et al

Plaintiff's Attorney:
Mr. Chad Burgess, Esquire
Brock & Scott, PLLC
3800 Fernandina Road Suite 110
Columbia, SC 29210
Sean Foerster
Rogers Townsend & Thomas, PC
PO Box 100200
Columbia, SC 29202

IN THE COURT OF COMMON PLEAS
15th JUDICIAL CIRCUIT

CASE NO.: 2013-CP-26-2528

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Defendant:
CB Hunt, Esquire
195 D Willow Green Drive
Conway, SC 29526

- ☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

Nature of Motion: Rule 59

Estimated Time Needed: 2

SECTION I: Hearing Information

Court Reporter Needed: ☒ YES ☐ NO

- ☒ Written motion attached
☐ Form Motion/Order

SECTION II: Motion/Order Type

I hereby move for relief or action by the court as set forth in the attached proposed order.

CB Hunt

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

5/26/2022
Date submitted

☐ PAID - AMOUNT: \$

SECTION III: Motion Fee

☐ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

at pp. 2065-2068 cf. to October 2014 use of ROGERS TOWNSEND at pp. 1901, 1904, 1905.

On **12/18/2019** the SCCA affirmed the ruling of the master-in-equity in the Unpublished Opinion No. 2019-UP-389. **See pp. 1949-1951.**

On **1/10/2020, 1/23/2020, 4/3/2020, 4/15/2020 and 5/20/2020** **did BBT** without a motion for merger or relief or substitution of counsel **from** Rogers Townsend & Thomas, PC **to** Rogers Townsend, LLC - attorney Sean Foerster inserted into these proceedings during appeal the name of **Rogers Townsend, LLC** as the attorneys for Respondent BBT? Yes. **See pp. 1944-1947, Appendix at pp. 2341, 2016-2032, 2040-2042, 1952 & pp. 2006-2069: CF.** On **1/3/2015** **did attorney Forester** say in an **affidavit** to the USDC that BBT engaged **Rogers, Townsend & Thomas PC** to handle the foreclosure action against Hunt? Yes. **See pp. 1879-1880.**

Facts: Procedural History After Remit from SCCA:

On **10/19/2020** the SCCA remitted the case to Horry County and the remit was received on 10/21/2020 by the HC Clerk of Court.²² **See pp. 1948-1951.**

On **10/23/2020** BBT U.S. mailed²³ to Hunt "part 1" motion and proposed consent order to substitute counsel from Rogers Townsend, LLC **to** Brock & Scott, PLLC.²⁴ **See pp. 1953-1955, 1999-2001, 1984-1985 and 1986-2005.**

On **10/28/2020** Hunt filed: Motion – Rule 11, SCRPC. **See pp. 1956-1973. BBT did not reply.** "The failure to make an objection at the time

²² This case was on appeal when electronic filing started in Horry County and upon remit the covid-19 pandemic was ongoing. Hunt is a Pro Se attorney in this matter and the SC courts have never allowed pro se attorney Hunt to participate in electronic filing.

²³ See Rule 6(e), SCRPC.

²⁴ Note that BBT mailed its consent to the motion separately and mailed a copy of that consent to Hunt on 10/28/2020. Also, Hunt has never received a copy of a "notice of appearance" from Brock and Scott, PLLC. And pursuant to the email from Ms. Williamson the file does not contain a "notice of appearance".

evidence is offered constitutes a waiver of the right to object." **Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997).**

On **10/28/2020** Hunt filed: Motion – Abuse of Process. **See pp. 1974-1980. BBT did not reply.** "The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object." **Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997).**

On **10/28/2020** when heading for the courthouse Hunt received BBT's 10/23/2020 motion and proposed consent order. BBT did not request a hearing. Hunt sat down and wrote the short: **Objection to Plaintiff's Motion – To Substitute Counsel** where Hunt requested a hearing on BBT's motion. **See pp. 1981-1983.**

On **10/28/2020** Hunt visited the office of the clerk of court; and spoke to Ms. Elvis and Ms. Williamson about pro se persons not being allowed to participate in electronic mailing. As such, all documents needed to be mailed to Hunt. Ms. Elvis and Ms. Williamson agreed to mail all documents to Hunt. **See pp. 2080 at FN 5 cf. pp. 1984-1985.**

On **10/28/2020** BBT U.S. mailed²⁵ to Hunt: "Part 2" Plaintiff's consent to motion to substitute counsel. On **11/3/2020** Hunt received the Plaintiff's consent to motion to substitute counsel. **See pp. 1999-2001 and pp. 1986-2005.**

On **11/5/2020 at 1:08pm** the court e-filed the consent **order** for BBT's motion to substitute counsel that was signed by Judge Culbertson, who was not and is not the master in-equity.²⁶ The 11/5/2020 Order granting substitution by Judge Culbertson made no effort to give notice to Hunt of the 11/5/2020 Order granting substitution.²⁷ **See 11/5/2020 Order at pp. 1984-1985; pp. 2080 at FN 5; 10/27/2021 motion at 2078-2111; 11/4/2021 motion at pp. 2113-2172 cf. 11/17/2021 Order at pp. 2173-2175.**

²⁵ See Rule 6(e), SCRCP.

²⁶ This 11/5/2020 order was signed less than ten days after mailing to Hunt on 10/28/2020 the Plaintiff's consent to the motion for substitution.

²⁷ "An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. ..." **Armstrong v. Manzo, 380 U.S. 545, 550, 85 S.Ct. 1187, 14 L.Ed.2d 62 (1965).**

On **11/5/2020** at **3:05pm** Hunt filed: **Amended Objections** to Plaintiff's Motion to Substitute Counsel / Response. Hunt had **no knowledge** that Judge Culbertson (who is not the master in equity) had signed the 11/5/2020 order two hours earlier. **See pp. 1986-2005. BBT did not reply. "The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object." Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997) cf. 11/5/2020 Order at pp. 1984-1985.**

On **12/17/2020** Hunt filed: Motion – Rule 60, Fraud upon the Court and Civil Conspiracy **where** Hunt had **no knowledge** that the 11/5/2020 e-filed Order had already granted the 10/23/2020 motion where the 12/17/2020 motion was made to speak to events that occurred in the appellate court, etc. **See pp. 2006-2069 and pp. 1944-1947, Appendix at pp. 2341, 2016-2032, 2040-2042, 1952. BBT did not make objections. "The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object." Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997).**

On **10/18/2021** (left msg) and 10/20/2020 Hunt learned of the e-filed 11/5/2020 Order after calls to the office of Ms. Elvis. 10/22/2021 email from Williamson. 10/23/2021 email from Hunt. Ms. Williamson mailed the 11/5/2020 Order to Hunt on 10/22/2021, almost a year after the order. **See pp. 2070-2074.**

On **10/22/2021** Hunt emailed BBT an offer of settlement with an expiration date of 10/25/2021. Hunt did not receive a response to the offer of settlement. **See pp. 2075-2077**

On **10/27/2021** Hunt filed: Motion under Rule 59: re Order filed on 11/5/2020. **See pp. 2078-2110. BBT did not file any objections. "The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object." Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997) cf. 11/17/2021 Order.**

On **10/29/2021** Hunt emailed BBT to see if they wanted to engage in a "variation on mediation" where foreclosures are exempt from mediation. BBT did not respond to Hunt's email. **See pp. 2111-2112.**

On **11/4/2021** Hunt filed: Motion under Rule 60: re Order e-filed on 11/5/2020 where Hunt speaks to the events that occurred in the appellate court and in the circuit court. **See pp. 2113-2172. BBT did not file any objections. "The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object." Doe v. S.B.M.,**

488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997) cf. 11/17/2021 Order.

On **11/16/2021 at 13:40:30** Judge Culbertson e-signed **the order** that denied two of Hunt's motions: the 10/27/2021 motion and the 11/4/2021 motion. **See 11/17/2021 Order at pp. 2173-2175.**

On **11/17/2021 at 9:39am** Mr. Prioleau called Hunt. And at **11/17/2021 at 9:47am** Hunt returned the call to Mr. Prioleau where he said that Judge Howe was retiring in mid to late March and that she would not be able to hear my motions.

On **11/17/2021 at 3:19pm**²⁸ Judge Culbertson's²⁹ order was e-filed³⁰ that denied two of Hunt's motions: the 10/27/2021 motion and the 11/4/2021 motion. **See 11/17/2021 Order at pp. 2173-2175, pp. 1984-1985, pp. 2078-2110 and pp. 2113-2172.**

On **11/17/2021** BBT made a non judicial assignment of Hunt's mortgage from BBT to SLS. About six months **later** BBT through the 5/6/2022 motion to substitute Plaintiff informed Hunt of the deprivation of due process involving the non judicial assignment. **See pp. 2203-2228, 2229, 2230-2232, 2233-2235 & 2237-2238.**

11/23/2021 – 11/24/2021 Emails between Bridgett Williamson and CB Hunt – subject **re: Notice of Appearance.** **See pp. 2176-2177.**

On **4/25/2022** Hunt called the office of the SCSC and spoke to the very pleasant, Ms. Shealy for twenty-three minutes about filing a motion where this matter had already been on appeal with a 10/19/2020 letter of remit date and received by the Horry County Clerk of Court on 10/21/2020. **See pp. 2178 and pp. 1948-1951.**

Hunt is being treated for shingles and Hunt told this to Mr. Prioleau in the April 25, 2022 phone conversation. **See pp. 2179-2180.**

Emails: Later in the day, after speaking to Ms. Shealy on 4/25/2022 Hunt had no idea of what was about to occur over the next few days involving the office of the master-in-equity. **See below at email scheme and at pp. 2176-2202.**

²⁸ See at the bottom of p. 2175 and compare to right side of p. 2175.

²⁹ Who is not the master in equity.

³⁰ **The 11/17/2021 order was U.S. mailed to Hunt without the signature page. Hunt called Ms. Williamson at the clerk's office and requested the 3rd page. Note: page two states page 2 of 2**

FILED
Horry County
2022 FEB 1 P 1:39
JENNIFER N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

On **5/6/2022** at 7:07 am Hunt stated: "... I continue to believe that my right to due process is being violated. As such, I am going to contact the Supreme Court." **See pp. 2197 cf. with emails at pp. 2176-2202.**

On **5/6/2022 (Friday)** BBT/Truist e-filed a motion³¹ to substitute from Plaintiff/BBT/Truist³² to Specialized Loan Servicing LLC; and U.S. mailed a copy to Hunt.³³ **The 5/6/2022 motion package was received on 5/11/2022 unsigned and included pp. 2203-2228, 2229, 2230-2232, 2233-2235 & 2237-2238.** See the Appendix at pp. 2327-2328, p. 1999 and pp. 2176-2202; pp. 2203-2235; 11/17/2021 order at 2173-2175 **cf.** 11/17/2021 CORPORATE ASSIGNMENT OF MORTGAGE at pp. 2229; Res Judicata at pp. 273-276, & pp. 1850-1868³⁴.

Hunt received the **5/6/2022** motion³⁵ on **5/11/2022** (see pp. 2237-2238) which was after the 5/10/2022 Order (**pp. 2233-2235**) was e-filed by Judge Clemmons. **See Cf. pp. 2078-2087 and see the 2nd order by Judge Culbertson at pp. 2173-2175, signed by Judge Culbertson who is not a master in equity, denying the motion at pp. 2078-2110.**

On **5/9/2022** the court e-signed the Order (signed by Judge Clemmons). On **5/10/2022** the Order granting the 5/6/2022 motion was e-filed **and on 5/10/2022 the court e-filed the Order** that granted the 5/6/2022 motion to substitute from Plaintiff BBT/Truist to Specialized Loan Servicing LLC. **See pp. 2233-2235.**

³¹ The 5/6/2022 motion was filed by attorney Burgess of Scott & Brock, PLLC for Branch Banking and Trust and Specialized Loan Servicing LLC. See pp. 2203-2232 cf. Appendix at pp. 2328; **11/5/2020 Order at pp. 1984-1985; pp. 2080 at FN 5; 11/5/2020 amended objections at pp. 1986-2005; 12/17/2020 at pp. 2006-2069; 10/27/2021 motion at 2078-2111; 11/4/2021 motion at pp. 2113-2172 cf. 11/17/2021 Order at pp. 2173-2175.**

³² See Appendix at pp. 2328 "Effective on the date of the merger, ...The documents shall be read with Truist in place of BBT."

³³ See Rule 6(e), SCRCP.

³⁴ Cf. BBT did not object to these arguments. See pp. 1871-1880. **Doe v. S.B.M., 488 S.E.2d 878, 327 S.C. 352, 356 (S.C. App. 1997)** ("The failure to make an objection at the time evidence is offered constitutes a waiver of the right to object.").

³⁵ "A corporation [must be represented by an attorney] in circuit or appellate courts..." **Renaissance Enter. v. Summit Teleservices, 515 S.E.2d 257, 334 S.C. 649 (S.C. 1999).** Plaintiff BBT/Truist is a corporation. **See pp. 264 cf. 11/5/2020 order granting substitution of counsel at pp. 1984-1985 is signed by a judge who is not a master in equity.**

On **5/26/2022** Hunt filed a **motion** under Rule 59: re order filed on 5/10/2022. **See pp. 2239-2271; and emails at pp. 2503-2505.**

On **6/3/2022 at 11:04 am** Hunt's 6/1/2022 motion / petition for writ of mandamus was filed with the Horry County Clerk of Court.

Are the circuit court proceedings in this matter stayed pursuant to Rule 240, SCACR and the motion for substitution of counsel? **Yes.** See Rule 240, SCACR, **motion for substitution of counsel at pp. 1953-1955 (Part 1), pp. 1999-2001 (Part 2) & pp. 1986-2005; 11/5/2020 order relieving counsel at pp. 1984-1985, Hunt's 6/1/2022 motion / petition for writ of mandamus; and Randolph v. S.C. Dep't of Health & Human Servs. (South Carolina Administrative Law Court, 2013). See pp. 9-10 of the 6/14/2022 Amended Motion / Petition for Writ of Mandamus to the SCSC.**

On **6/3/2022 at 16:01 pm** BBT/Truist/SLS, through atty Burgess on **6/3/2022** filed a Brief in Response to Defendant's motions with the Horry County Clerk of Court and mailed a copy to Hunt.

On **6/14/2022 at 2:45 pm** Hunt filed an Amended Motion / Petition for Writ of Mandamus to the SCSC.

On **11/15/2023** the SCSC sent a dismissal without a ruling pursuant to *Key v. Currie*, 305 S.C. 115, 406 S.E.2d 356 (1991)³⁶, re BBT v. Hunt, WGHOA, Inc. and CJ Developer, LLC Motion/Petition for Writ of Mandamus, **dated June 1, 2022, Re:** Appellate Case No. 2022-000758 stating no extraordinary reason exists to entertain this Court's jurisdiction.

³⁶ "Although Article V, § 5, of the South Carolina Constitution vests this Court with the authority to issue extraordinary writs and entertain actions in its original jurisdiction, this Court's primary function is to act as an appellate court to review appeals from the trial courts. In Rule 229, SCACR, this Court has indicated it will not entertain matters in its original jurisdiction **where the matter can be entertained in the trial courts of this State.**" *Key v. Currie*, 406 S.E.2d 356, 305 S.C. 115 (S.C. 1991).

On **1/9/2024** Hunt deposited in the US mail for filing: **a Motion [re lack of subject matter jurisdiction, etc.]**. See pp. 5001-5031.

Acronyms³⁷

PC- Rogers Townsend & Thomas, PC

LLC- Rogers Townsend, LLC

PLLC- Brock & Scott, PLLC

SLS- Specialized Loan Servicing, LLC

FILED
HORRY COUNTY
2024 FEB - 1 P 1:40
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

³⁷ And see each of four volumes at pp. xiii-xiv.

Respectfully Submitted,

Dated: February 1, 2024.

C B Hunt

Cindy B. Hunt, (SC Bar # 65408)
Pro Se
195 D Willow Green Drive
Conway, SC 29526
843 488-1131

FILED
HORRY COUNTY
2024 FEB - 1 P 1:40
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

CERTIFICATE OF SERVICE BY MAIL
Civil Action No. 2013-CP-26-2528

Proof of Service: I hereby certify that on February 1, 2024 I have served the facts/procedural history (one copy), Memorandums and a copy of each motion -

By depositing a copy in the United States Mail, postage pre-paid, addressed to the following:

Hand Delivered

Horry County Court of
Common Pleas
PO Box 677
Conway, SC 29526

E-filed:

Judge Clemmons
PO Box 677

5047 H6

Conway, SC 29526

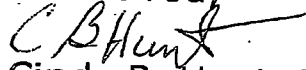
E-filed:

Chad Burgess
Brock & Scott, PLLC
3800 Fernandina Road Suite 110
Columbia, SC 29210

MAILED TO:

Sean Foerster
Rogers, Townsend & Thomas, PC
PO Box 100200
Columbia, SC 29202

Thank You,



Cindy B. Hunt, Pro Se, SC Bar # 65408.
195 D Willow Green Drive
Conway, SC 29526
843 488-1131

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Horry County
2024 FEB - 1 P 1:40
RENEE M. ELVIS
CLERK OF COURT
Horry County, SC

5048

17

Ms. Cindy B. Hunt
195 Willow Green Dr Unit D
Conway, SC 29526

Retail



29201

U.S. POSTAGE PAID
USPS Ground Advtg
MYRTLE BEACH, SC 29578
JUL 18, 2024

\$8.20

RDC 01 0 Lb 15.80 Oz S2324A500937-2

RECEIVED

JUL 22 2024

SC Court of Appeals

Ms. Jenny Kitchings
Clerk of Court SC Court of Appeals
1220 Senate Street
Columbia, SC 29201

USPS TRACKING® #



9500 1109 9893 4201 7130 73