

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

RECEIVED

AUG 01 2024
SC Court of Appeals

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

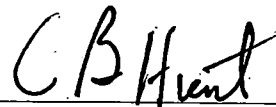
Homeowners Association, Inc.;

CJ Developers, LLC..... Defendants,

Of Whom Cindy B. Hunt is Appellant.

Reply / 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.



July 30, 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

REPLY

The June 19, 2024 Supersedeas Motion

clearly satisfies SCACR 241(d)(4)(c) where Hunt has shown that it is impracticable for her to make this application to Judge Clemmons based on his prior willingness to deprive Hunt of due process involving the 11/5/2020 void order. **See pp. 1984-1985, 2204-2206, 2233-2238 and 2239-2271.**

The June 19, 2024 Supersedeas Motion shows that Judge Culbertson, who is not the master in equity and lacks subject matter jurisdiction, signed/kicked off the 11/5/2020 Order of substitution of counsel from Foerster to Burgess. Also, known as kicking off the perpetuation of a void order. **See pp. 1984-1985** and Judge Clemmons has blocked the court of appeals from ruling on motions¹ that impact Judge Culbertson where Judge Clemmons has Not made a ruling on the following three plus motions

1. The 11/5/2020 Amended Objections to Plaintiff's Motion to Substitute Counsel/Response;
2. The 10/27/2021 Motion under Rule 59: re Order filed on 11/5/2020 and
3. The 11/4/2021 Motion under Rule 60: re Order e-filed on 11/5/2020.

Judge Clemmons has come up with an unprofessional way around the issue of the two judges in **Cook v. Taylor, 252 S.E.2d 923, 272 S.C. 536 (S.C. 1979).**

Judge Clemmons position is the SCCA can only make a ruling if he the circuit court Judge Clemmons first makes a ruling in circuit court.

However, **Ware v. Ware , 404 S.C. 1, 11, 743 S.E.2d 817, 822 (2013) states (a judgment is void if a court acts without jurisdiction);** Innovative Waste Mgmt. Inc. v. Crest Energy ,

¹ See pp. 2258 and Cook v. Taylor, 252 S.E.2d 923, 272 S.C. 536 (S.C. 1979).

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). **Cone ex rel. Tower St. Capital Mgmt. v. Hood, 425 S.C. 349, 822 S.E.2d 599(Mem) (S.C. 2018).**

As such, Judge Clemmons is in the process of depriving Hunt of due process, again. Thus, Hunt requests that the 6/26/2024 Order and Judgment of Foreclosure and Sale Deficiency Waived should be voided where the Master in Equity court acted 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). See **Cone ex rel. Tower St. Capital Mgmt. v. Hood, 425 S.C. 349, 822 S.E.2d 599(Mem) (S.C. 2018); and pp. 1984-1985, 2204-2206, 2233-2238 pp. 2257 and 2239-2271.**

Thus, I respectfully request that the SCCA void the 6/26/2024 Order and Judgment of Foreclosure and Sale where the deed and title is provided to Hunt free of all assignments and free of all other incumbrances.

Included in this document are:

pp. 1984-1985 Order,

pp. 2204-2206 Order,

pp. 2233-2238 Order,

pp. 2257 - exclusive jurisdiction and

pp. 2239 - 2271 BRIEF from 6/19/2024.

Thank You,

CB Hunt

CB Hunt

RECEIVED

AUG 01 2024

SC Court of Appeals

IN 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

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 30, 2024 I have served the REPLY to 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 - ~~entire~~ *and Brook Dangerfield*
Brock & Scott, PLLC
3800 Fernandina Road Suite 110
Columbia., SC 29201

Thank You,

C B Hunt

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

RECEIVED
AUG 01 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

APPEAL FROM HORRY COUNTY

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,

Defendant(s).

**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

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.

2233

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.

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. 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]

2234



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

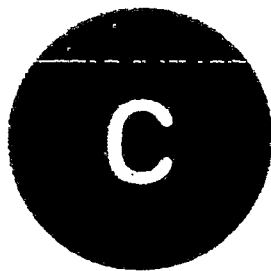
ELECTRONICALLY FILED - 2022 May 10 9:14 AM - HORRY - COMMON PLEAS - CASE#2013CP2602528

2235



< Recents

Edit



Clerk Of Court Horry Huggins



message



mobile



video



mail

May 16, 2022

10:30 AM Outgoing Call

11 seconds

mobile **RECENT**

(843) 915-6739

Notes

Send Message

Share Contact

2236



Favorites



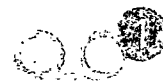
Recents



Contacts



Keyboard



Voice Mail

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,)
) **Affidavit of**
) **CB Hunt**
 vs.)
 Cindy B. Hunt; Willow Greens)
 Homeowners Association, Inc. ;))
 CJ Developers, LLC.)
 Defendant(s))
 _____)

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

2237

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 A 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

PRESS FIRMLY TO SEAL



PRESS FIRMLY TO SEAL

Retail



29201

U.S. POSTAGE PAID
PM
MYRTLE BEACH, SC 29579
JUL 31, 2024

\$9.85

RDC 03 0 Lb 4.60 Oz S2324A500897-7



UNITED STATES
POSTAL SERVICE®

PRIORITY®
MAIL

- Expected delivery date specified for domestic use.
- Domestic shipments include \$100 of insurance (restrictions apply).*
- USPS Tracking® service included for domestic and many international destinations.
- Limited international insurance.**
- When used internationally, a customs declaration form is required.

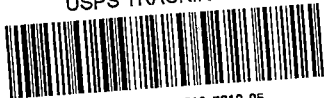
*Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at <http://ps.usps.com>.

**See International Mail Manual at <http://ps.usps.com> for availability and limitations of coverage.

FLAT RATE ENVELOPE
ONE RATE ■ ANY WEIGHT

EXPECTED DELIVERY DAY: 08/01/24

USPS TRACKING® #



9505 6109 9893 4213 7212 05

To schedule free Package Pickup,
scan the QR code.



USPS.COM/PICKUP



FROM:

Fun T
195 D Willow Green
ST
CONWAY, SC 29526

TO:

Jenny Kitchings
1220 Senate St
Columbia, SC
29201

This packaging is made from post-consumer waste. Please recycle - ♻️.

This packaging is the property of the U.S. Postal Service® and is provided solely for use in sending Priority Mail® and Priority Mail International® shipments. Misuse may be a violation of federal law. This package is not for resale. EPUAF © U.S. Postal Service. October 2023. All Rights Reserved.