

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

RECEIVED
JUL 29 2024
SC Court of Appeals
102442

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

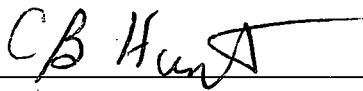
Homeowners Association, Inc.;

CJ Developers, LLC..... Defendants,

Of Whom Cindy B. Hunt is Appellant.

Motion

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

RECEIVED

JUL 29 2024
SC Court of Appeals

195 D Willow Green Drive

Conway, SC 29526

Re: Appellate Case #. 2024-001119

Dear Ms. Kitchings,

We spoke this morning – 7/23/2024. After BBT misused my assets BBT filed this lawsuit against me for foreclosure on 4/16/2013 in Horry County with Case # 2013-CP-26-02528.

I filed an appeal on 8/14/2017 (2016-001550); and I filed a writ to the SCSC on 6/1/2022; and I recently filed the July 1, 2024 notice of appeal.

When I wrote on 7/1/2024 I indicated that this was the matter of:

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.

Your July 9, 2024 letter advised me that the title in the above matter should read as follows:

Specialized Loan Servicing LLC, Respondent,

v.

Cindy B. Hunt; Willow Green Homeowners Association, Inc.;
CJ Developers, LLC, Defendants, Of which Cindy B. Hunt is the
Appellant.

You also CC ed a Brook Dangerfield, Esquire.

I did not recognize this person. Is this a substitution of
counsel? I ask that the Rules be followed to bring this person
into this matter.

Motion – correction of errors/what missed

Please note that **I object** to the inclusion of attorney Brook Dangerfield and Plaintiff's name change to Specialized Loan Servicing, LLC. It continues to be my position that Plaintiff SLS does not and did not have **standing** in this matter to make the 5/6/2022 motion of substitution of Plaintiff from BBT to SLS, etc.

Upon Review of the 20 pages: Order and Judgment of
Foreclosure and Sale Deficiency Waived; I see two pages that
state the Case Caption and Case Number correctly.

1. Page 17 of 17 **and** page 3 of 3 state -

Case Caption: Branch Banking and Trust Company, Plaintiff, et al VS
Cindy B. Hunt, defendant, et al.

Case Number: 2013CP2602528; also,

2. On **5/6/2024** Hunt filed a Counter Affidavit against BBT which contains affirmative defenses; and those affirmative defenses deserve to be heard.
3. Did Judge Culbertson **lack** subject matter jurisdiction to sign the 11/5/2020 Order of Substitution? Yes. "[O]rders issued without jurisdiction are void and are hereby vacated." **Ware v. Ware , 404 S.C. 1, 11, 743 S.E.2d 817, 822 (2013)**

The 11/5/2020 Order of Substitution from Foerster to Burgess was signed by Judge Culbertson, whom was not and is not the master-in-equity. See pp. 2257, pp. 1984-1985. "[O]rders issued without jurisdiction are void and are hereby vacated." **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).

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

4. Lack of subject matter jurisdiction, perpetuation of a void Order and no due process: The 5/6/2022 Motion to Substitute Plaintiff from BBT to SLS is signed by Burgess. And e-signed on (Monday) 5/9/2022, thus over the weekend the court was not open and Hunt was deprived of due process and a perpetration of a void order further occurred where the order was e-filed on 5/10/2022. **See pp. 2233-2238. "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." Universal Benefits, Inc. v. McKinney, 349 S.C. 179, 183, 561 S.E.2d 659, 661 (Ct.App.2002) (quoting McDaniel v. U.S. Fid. & Guar. Co., 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct.App.1996));...Ware v. Ware, 404 S.C. 1, 743 S.E.2d 817 (S.C. 2013)**

Where Judge Culbertson lacked subject matter jurisdiction Judge Clemmons 6/26/2024 Order and Judgment of Foreclosure and Sale Deficiency Waived is the perpetuation of a void judgment.

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).

I hope that this explains what you may have missed.

With Kind Regards,



CB HUNT (SC Bar # 65408)

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

RECEIVED
JUL 29 2024
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



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 Harrison, deputy".

CLERK

cc: Chad Wilson Burgess, Esquire
Brook Dangerfield, Esquire



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

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,)

COUNTER AFFIDAVIT

vs.)

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

FILED
HORRY COUNTY
2024 MAY -6 P 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.**

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.

FILED
 Horry County
 2024 MAY -6 P 1:00
 RENEE N. ELVIS
 CLERK OF COURT
 Horry County

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**

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. EVIS
CLERK OF COURT
HORRY COUNTY SC

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

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 May 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

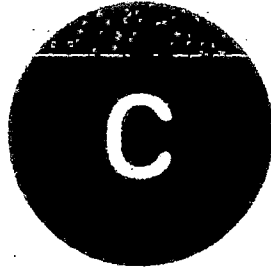
s/Alan D. Clemmons, Master in Equity for Horry County, 3088

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**

vs.)

CB Hunt

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, 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.**
- 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.

CA 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

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, SCRCR, 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, SCRCR 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.**

2257



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

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

Proof of Service: I hereby certify that on July 24, 2024 I have served this Motion 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

RECEIVED

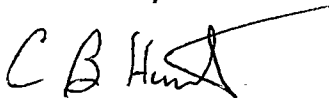
JUL 29 2024

SC Court of Appeals

To: Brook Dangerfield, Esquire – US Mail
Brock & Scott, PLLC
3800 Fernandina Road Suite 110
Columbia., SC 29201

To: Chad Burgess – US Mail
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

Ms. Cindy B. Hunt
195 Willow Green Dr Unit D
Conway, SC 29525

Retail



29201

RDC 99

U.S. POSTAGE PAID
FCM LG ENV
MYRTLE BEACH, SC 29579
JUL 24, 2024

\$2.59

S2324A500958-7

Ms. J. Kitchens
1220 Senate Street
Columbia, SC

