

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 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.

Amended Reply / Supersedes Motion to STAY FORECLOSURE
SALE ON 8/5/2024

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

August 4, 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

AMENDED REPLY

"It is well-settled that issues relating to subject matter jurisdiction maybe raised at any time." **Bardoon Properties, NV v. Eidolon Corp., 485 S.E.2d 371,372-373, 326 S.C. 166 (S.C. 1997).**

On 11/4/2013 an Order of Reference was made to the Master in equity. **See pp. 59.¹**

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. 2257².**

On 7/3/2024 the SCCA clocked into their database that Hunt had filed a NOTICE OF APPEAL.

On 7/9/2024 the SCCA wrote to Hunt advising that the case had been assigned Appellate Case No. 2024-01119.

Thus, Hunt argues that as of 7/3/2024 that jurisdiction is with the SCCA where the 6/26/2024 Order makes no reference to a bond or SC Code Section 18-9-170. **See the 6/26/2024 Order and Judgment of Foreclosure and Sale³.**

¹ See the June 19, 2024 Supersedeas Motion.

² See the June 19, 2024 Supersedeas Motion.

³ See the June 19, 2024 Supersedeas Motion.

Rule 241 states:

(a) General Rule. As a general rule, the service of a notice of appeal⁴ in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision. **This automatic stay continues in effect for the duration of the appeal unless lifted by order of the lower court, the administrative tribunal, appellate court, or judge or justice of the appellate court.** The lower court or administrative tribunal retains jurisdiction over matters not affected by the appeal including the authority to enforce any matters not stayed by the appeal.

(b) Exceptions. The exceptions to the general rule are found in statutes, court rules, and case law. **Where specific conditions must be met before the exception applies, those conditions must be strictly complied with.** A list of some, but not all, of the exceptions to the general rule is:

(4) Judgments directing the sale or delivery of possession of real property as provided in S.C. Code Ann. § 18-9-170.

On 7/15/2024, Hunt received an email from Judge Clemmons, staff attorney, advising of a bond pursuant to **SC Code 18-9-170**.

The 7/15/2024 email is not an order lifting the stay. **Cf. 241(a).**

The **July 19, 2024 Supersedeas Motion** shows that Judge Culbertson, who is not the master in equity and lacks subject matter jurisdiction, signed the 11/5/2020 Order of substitution of counsel from Attorney Foerster to Attorney Burgess. **See pp. , 59, 2257 and 1984-1985.**

The 11/5/2020 Order could also be known as kicking off the perpetuation of void orders where next event was the void 5/6/2022 motion by Attorney Burgess; and after that there are the void Orders (e-filed on 5/9/2024 and e-signed on 5/10/2024) by Judge Clemmons who provided Hunt no Notice and No

⁴ See 7/3/2024 Notice of Appeal

Hearing and the void 6/26/2024 Order/Judgment by Judge Clemmons. **See the 11/5/2020 Order of Judge Culbertson at pp. 1984-1985 and pp. 2257 shows the exclusive jurisdiction given to the master in equity and special referees, pp. 2204-2206, pp. 2233-2238, and the 6/26/2024 Order and Judgment of Foreclosure and Sale.⁵**

Thus, the July 19, 2024 Supersedeas Motion clearly satisfies SCACR 241(d)(4)(c) and shows a lack of jurisdiction by the circuit court as of 7/3/2024 in relation to the SCCA where Hunt has shown that **(Judge Culbertson, Attorney Burgess and Judge Clemmons)** in this matter involving the misuse of Hunt's IOLTA by BBT⁶ that the three of them are more than willing to throw Hunt under the bus and watch Hunt be thrown the out of her home where the circuit court across the three Orders and the Motion- 11/5/2020 Order; the 5/6/2022 Motion and the 5/9/2022 & 5/10/2022 Orders⁷; and the 6/26/2024 Order and Judgment of Foreclosure and sale are throwing law out the window.

Therefore it is impracticable for Hunt to make this application for a supersedeas motion to Judge Clemmons based on his prior willingness to deprive Hunt of due process (no notice and no hearing) involving the 11/5/2020 void order, the 5/6/2022 **motion** and further participation in the void Order (involving substitution of Plaintiff from BBT to SLS) and signing the void 6/26/2024 Order and Judgment of Foreclosure. **See pp. 1984-1985, 2204-2206, 2233-2238 and 2239-2271⁸, and the NOTICE OF Appeal.** Thus, the June 19, 2024 supersedeas motion shows that as a Judge, Judge Clemmons behavior is both an emergency and of **significant**

⁵ **See the June 19, 2024 Supersedeas Motion.**

⁶ **See the enclosed Counter Affidavit at pp. 6032-6033.**

⁷ Note that the Motion and Order occurred on Friday afternoon and Monday afternoon and a Tuesday Morning.

⁸ **See the June 19, 2024 Supersedeas Motion.**

public interest.

And I am further concerned that by signing the 6/26/2024 Order and Judgment that Judge Clemmons has blocked the SCCA from addressing all of the issues that I want to put forward in my appeal to the SCCA where the 6/26/2024 Order and Judgment does not include a ruling on several of the motions⁹ that would possible hold Judge Culbertson accountable for being the leader in their collective three-some misconduct, where Judge Culbertson was not and is not the master-in-equity as shown in the 11/5/2020 Order at pp. 1984-1985 where thereafter Judge Clemmons, as shown through the 6/26/2024 Order and Judgment of Foreclosure has not made a ruling on the following three plus motions¹⁰ that speak to the 11/5/2020 Order that granted substitution from Foerster to Burgess during

:

1. The 11/5/2020 Amended Objections to Plaintiff's Motion to Substitute Counsel/Response¹¹;
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.

As such, Hunt argues that 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)** that leaves Hunt with the question - has Judge Clemmons left the SCCA with no authority with regards to the 6/26/2024 Order and Judgment of Foreclosure and Sale? NO. See herein and the **July 19, 2024 Supersedeas Motion.**

Hunt argues that Judge Clemmons position is that

⁹ See pp. 2258 and Cook v. Taylor, 252 S.E.2d 923, 272 S.C. 536 (S.C. 1979).

¹⁰ And is making a mockery out of Hunt's due process as he deprives Hunt of that due process at his will.

¹¹ See Facts: Procedural History After Remit From SCCA: at pp. 5040-5042

the SCCA can only make a ruling if he the circuit court Judge Clemmons first makes a ruling on a motion and there after allows that ruling to go forward to the SCCA.

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 , 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).**

The evidence in this supersedeas motion shows that lack of jurisdiction may be raised at any time; and that the lower court has not filed an Order pursuant to SCACR 241; and that the 11/5/2020 Order was signed by Judge Culbertson who is not the master in equity and lacks jurisdiction and has created/put into motion a perpetual void Judgment. **See Bardoan Properties, NV v. Eidolon Corp., 485 S.E.2d 371,372-373, 326 S.C. 166 (S.C. 1997); pp. 1984-1985, 2204-2206, 2233-2238, 2257, 6/26/2024 Order and Judgment and Foreclosure and Sale; Notice of Appeal.**

The **Notice of Appeal** stated: Branch Banking and Trust Company... Plaintiff and Respondent.

And the **Notice of Appeal** also shows that it was sent to: Sean Foerster and Chad Burgess.

On 4/16/2013 at pp. 264 of the complaint Plaintiff BBT stated "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 SCRCP". **See the 7/19/2024 supersedeas motion at p. 264.**

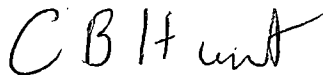
Does SLS have standing? **No. See p. 264 and the unobjected to counter affidavit at pp. 6029-6031.**

Is BBT guilty of illegality, laches and unclean hands?
Yes. BBT did not REPLY and BBT did not make any objections to the affirmative defenses of illegality, laches and unclean hands. See counter affidavit at pp. 6043-6046.

Thus, I respectfully request that the SCCA **void** the following Orders/Judgment and motion and assignment¹²: 11/5/2020 order re substitution of counsel; 5/6/2022 motion; 5/9/2022 e-filed and 5/10/2022 e-signed Orders re substitution of Plaintiff; 6/26/2024 Order and Judgment of Foreclosure and Sale **where the deed and title are provided to Hunt free of all assignments and free of all other incumbrances; and Hunt request damages and attorney fees as stated in the counter affidavit at pp. 6028-6094 and in memorandum #8 at pp. 5146-5150.**

Attached are the counter affidavit at pp. 6028-6094 and memorandum #8 at pp. 5146-5150, 7/15/2024 Email.

Thank You,



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

¹² The assignment is at pp. 2229 which was part of the 5/6/2022 motion package. See pp. 2246-2247

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15 Messages



Chad Burgess

7/12/24

Good Afternoon, Everyone, I wanted...



Sheri McAllister

7/15/24

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**



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

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Memorandum #8 re 1/16/2024 Motion (mailed on 1/9/2024).

Attached: 1/16/2024 Motion (mailed on 1/9/2024) (pp. 5001-5030).

1. Did Hunt mail each of the several motions after Remit to attorneys Foerster and Burgess? **Yes. See pp. 1973 (Rule 11), 1980, 1982-1983, 1995-1996 (Amended Objections), 2013-2014, 2105-2107, 2155-2156, pp. 2269-2270 and pp. 5030 of (1/16/2024 Motion - lack of subject matter jurisdiction, etc.).**

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2. "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)." **See Bardoan Properties, NV v. Eidolon Corp., 485 S.E.2d 371, 372-373, 326 S.C. 166 (S.C. 1997)**

Question: Should the orders of circuit court Judge Howe dated: **10/28/2014, 1/13/2015, 6/03/2015 and 6/15/2016** be reversed and dismissed with prejudice where the court lacked subject jurisdiction? **Yes.**

3. Did Hunt on 11/10/2014 in the notice of removal to the USDC comply with 28 USC 1446(d) in removing this matter to the USDC? **Yes. See pp. 5017.**
4. Did the USDC send a letter of remand in this case on 5/8/2015 and 5/11/2015? **Yes. See pp. 5017.**
5. Did Judge Howe sign and file the 1/13/2015 order after removal and before remand (during removal)? **Yes. See pp. 5017.**
6. Did the master in equity on 1/13/2015 put in writing and file an order that dismissed Hunt's amended counterclaims? **Yes. See pp. 5018.**

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7. Where the master in equity put in writing and filed on 1/13/2015 an order that dismissed Hunt's amended counterclaims then did the court's 10/28/2014 order (in writing & filed) perpetuate a void 1/13/2015 order where the 10/28/2014 order: 1) denied Hunt's motion for default judgment as moot and 2) confirmed the dismissal of Hunt's amended counterclaims - stating "all counterclaims asserted by the defendant in this action were previously dismissed by this court following an 10/14/2014 hearing ..." where the second statement had not yet been made in writing in a separate order and not entered in the record until the future date of 1/13/2015? **Yes. See pp. 5018.**
8. Did Hunt object to the 10/28/2014 order that denied the MFDJ? **Yes. See pp. 5018.**
9. Did Hunt's 11/10/2014 notice of removal (NOR) deprive the state court of jurisdiction to enter the 1/13/2015 order? **Yes. See pp. 5019.**
10. Did Hunt object to the 1/13/2015 order that denied the MFDJ? **Yes. See pp. 5019.**
11. Were Hunt's objections to the 1/13/2015 order also rooted in a lack of subject matter jurisdiction? **Yes. See pp. 5020.**
12. Was the court without "jurisdiction" when the 10/28/2014 order at pp. 85- 90 was recorded and filed where the

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10/28/2014 order spoke to the two motions that were heard on 10/14/2014? **Yes. See pp. 5021.**

- 13.** Was the 6/3/2015 order void where the court failed to provide proper due process involving the 5/27/2015 MFAFC, no notice of the signing and filing of the 6/3/2015 order at pp. 136-138? **Yes. See pp. 5022.**
- 14.** Did Judge Howe's 6/15/2016 Order further perpetuate the 1/13/2015 void order? **Yes. See pp. 5022.**
- 15.** Did the SCCA or the SCSC have discretion to perpetuate a void judgment? **No. See pp. 5022.**
- 16.** Has the 12/18/2019 unpublished opinion at pp. 1949-1951 and the 2/20/2020 order at pp. 2348 of the SCCA; and the Order of the SCSC at pp. 2044 **come about from the perpetuation of the void 1/13/2015 order at pp. 98-112; perpetuation of the void 10/28/2014 order at pp. 85-90; perpetuation of the void 6/3/2015 order at pp. 136-138; and the perpetuation of the void 6/15/2016 order at pp. 139-146?** **Yes. See pp. 5022.**

This memorandum was written by Hunt without any help from anyone.

5145

Conclusion:

1. Hunt requests that the court report attorney Andrew Montgomery¹ to the SC Bar for violations of the SCPRC; and
2. Hunt requests that the court report attorney John Hearn² to the SC Bar for violations of the SCPRC; and
3. Hunt requests that the court report attorney Stuart Lee³ to the SC Bar for violations of the SCPRC; and
4. Hunt requests that the court report attorney Sean Foerster⁴ to the SC Bar for violations of the SCPRC; and

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HORRY COUNTY, SC

¹ Montgomery filed the barred foreclosure complaint. See the ROA at pp. 261-272 and the 10/28/2020 motion – abuse of process at pp. 4-5. And Montgomery filed the 4/16/2013 lis pendens against Hunt's home involving the barred foreclosure complaint. See 4/3/2020 Motion / Petition For Writ of Certiorari at pp. 27-28.

² Hearn filed the 9/5/2013 motion to dismiss. See the ROA at pp. 423-428. And Hearn filed the 10/10/2013 Amended lis pendens against Hunt's home involving the barred foreclosure complaint. See 4/3/2020 Motion / Petition For Writ of Certiorari at pp. 29-30.

³ The 12/10/2019 SC SOS Articles of Organization for Rogers Townsend, LLC were created by Lee. See pp. 2065-2068. And used by Foerster to publish false documents to the court.

⁴ Foerster filed almost all of the other documents including 4/12/2018 second lis pendens against Hunt's home. See lis pendens in the 4/3/2020 Motion / Petition For Writ of Certiorari at pp. 31-32. This 2nd lis pendens involved the barred foreclosure complaint. And Foerster published five false documents during appeal (dated 1/10/2020, 1/23/2020, 4/3/2020, 4/15/2020 and 5/20/2020) to the SCCA and SCSC and upon remit: to the circuit court the 10/23/2020 part 1 motion for substitution of counsel from Rogers Townsend, LLC to Brock & Scott, PLLC and see the 5/5/2022 letter at pp. 2199-2202 to Judge Clemmons.

5. Hunt requests that the court hold attorney Sean Foerster in civil and criminal contempt. "After Donald M. Brandt produced a fraudulent document in a civil proceeding, a circuit court held Brandt in civil and criminal contempt." **The State v. Brandt, 393 S.C. 526, 713 S.E.2d 591 (S.C. 2011); and**
6. Hunt requests that the court report attorney Chad Burgess⁵ to the SC Bar for violations of the SCPRC; and
7. Hunt requests that all orders of circuit court Judge Howe dated; 10/28/2014, 1/13/2015, 6/03/2015 and 6/15/2016 be reversed and dismissed with prejudice; and
8. Hunt requests that the 12/18/2019 Unpublished Opinion should be reversed and dismissed with prejudice; and
9. Hunt requests that the 5/10/2022 Order of Judge Clemmons be voided and dismissed with prejudice where the order at pp. 2234 includes mention of the assignment of the mortgage to SLS; and
10. Hunt request that the 11/17/2021 assignment of the mortgage to SLS be voided/cancelled; and

⁵ Burgess submitted three documents to the circuit court that had false content or came from a false/void document: part 2 of the 10/18/2020 motion to substitute counsel, 5/6/2022 **motion** to substitute Plaintiff where the motion package included the non judicial assignment of mortgage, 6/3/2022 **Brief** in Response to Defendant's Motions. And attorney Burgess participated in the email scheme.

11. Hunt request that the mortgage be marked paid in full; and
12. Hunt requests that all lis pendens be terminated; and
13. Hunt requests legal pre and post judgment interest to the SC Bar, Davis, Allen, Hunt on all amounts; and
14. **Hunt requests that all of these amounts be paid by BBT to the SC Bar, Davis, Sherman, Allen and Hunt:**
 - a. **SC Bar: \$24, 000, 000.00 million and \$21, 875.00 per month from 7/15/2014 to present; and**
 - b. **Davis: \$1, 014,600.00 million and 924. 77 per month from 7/15/2014 to present; and**
 - c. **Sherman: \$ 1, 014,600.00 million and**
 - d. **Allen: \$295, 404.00 Th and 269.404 Hu per month from 7/15/2014 to present; and**
 - e. **Hunt: \$67, 352, 147.47 million and 98, 826.28 Th per month from 7/15/2014 to present; and**
15. Hunt requests special damages; **and**
16. Hunt requests defamation damages of \$ 7, 866,670; and
17. Hunt requests punitive damages of 4 times defamation damages: \$31,466,680; and

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18. Hunt request attorney fees and costs: \$17,987,626.57;
and

19. Hunt requests a default judgment from BBT for failing to
make a Reply. **See pp. 334-336.**

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

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

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CLERK OF COURT
HORRY COUNTY, SC

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Conway, SC 29526

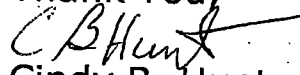
E-filed:

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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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)	)	
_____	)	

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 2024 MAY - 6 PM 2:00
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 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

BBT/SLS request for foreclosure and attorney fees pursuant to the 3/4/2024 affidavit should be denied for the reasons stated herein:

Standing: Holder of the Note and Mortgage on 4/16/2013. Did SLS, the assignee/substitute Plaintiff, fail to prove that SLS had STANDING on 4/16/2013 to pursue foreclosure? Yes.

Does the 3/4/2024 affidavit of attorney Burgess, with a referral date of 9/2/2020, **prove** that Plaintiff SLS did not have standing on 4/16/2013 to bring the foreclosure action based on the Holder of the NOTE and Mortgage at the time the foreclosure action was originally filed on 4/16/2013 by BBT? **Yes.** SLS has not shown that SLS had standing to initiate the foreclosure action on 4/16/2013. **See 1/13/2015 affidavit at pp. 1879-1880.**

"An assignee stands in the shoes of its assignor." **Bank of Am., N.A. v. Todd Draper, Mortg. Elec. Registration Sys., Inc., 405 S.C. 214, 746 S.E.2d 478, 482 (S.C. App. 2013)**(

Several bankruptcy courts and federal district courts, including those in South Carolina, have recognized the servicer of a loan to be a real party in interest and able to **initiate a foreclosure**. We agree with this view....)

"A plaintiff alleging standing as a holder must prove it is a holder of the note and mortgage both as of the time of trial and also that the (original) plaintiff had standing as of the time the foreclosure complaint was filed." Kiefert v. Nationstar Mortg., LLC, 153 So.3d 351, 352 (Fla. 1st DCA 2014). Under this theory, a plaintiff must establish more than just physical possession of the original note.

If the plaintiff is not the payee of the original note, the plaintiff must also prove that the original note contains an indorsement in favor of the plaintiff (special indorsement) or an indorsement in blank. Id. at 353. In either case, the indorsement must have been made **prior** to the filing of the lawsuit in order to establish the plaintiff's standing. Id. **A substituted plaintiff**

acquires only the standing of the original plaintiff. Fla. R. Civ. P. 1.260 ; Kiefert, 153 So.3d at 353 n. **Russell v. Aurora Loan Servs., LLC, 163 So. 3d 639 (Fla. App. 2015).**

Did BBT file the **4/16/2013 foreclosure complaint** 33 days after the USDC dismissed lawsuit # 2-3 as requested by BBT? Yes.

Did SLS **initiate** the foreclosure complaint on **4/16/2013**? No.

Did BBT make an amended complaint? No.

Did BBT make a motion for the affirmative defense of equitable subrogation? No.

Does the 3/4/2024 affidavit of attorney Burgess for SLS, with a referral date of 9/2/2020, prove that the Plaintiff SLS had standing to bring the foreclosure action on 4/16/2013 based on the possession of NOTE and Mortgage? NO, that was only physical possession. SLS at no time has shown that SLS had standing to initiate the foreclosure action on 4/16/2013. **See 1/13/2015 affidavit pp. 1879-1880.**

Does lack of standing apply to all arguments asserted herein by BBT/SLS? **Yes. See 1/13/2015 affidavit pp. 1879-1880.**

Bank of Am., N.A. v. Todd Draper, Mortg. Elec. Registration Sys., Inc., 405 S.C. 214, 746 S.E.2d 478 (S.C. App. 2013)

("[The party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt.").

- A. Has BBT/SLS established the existence of the debt and default on the debt? **No.**
- B. Does BBT/SLS have standing? No, See 1/13/2015 affidavit pp. 1879-1880.

- C. **No Evidence:** Has BBT/SLS established the existence of the debt and Hunt's default on that debt? **No.** Did Hunt deny all the allegations in the complaint except part of paragraph 5, paragraph 12, part of paragraph 16 and paragraph (2)? **Yes.**
- D. Does BBT/SLS have standing to assert the affidavit of Mr. Burgess and the nine exhibits? No. **See 1/13/2015 affidavit pp. 1879-1880.**
- E. Is BBT/SLS entitled to the affirmative defense of equitable subrogation? No. **See 1/13/2015 affidavit pp. 1879-1880.**
- F. Did BBT make a Reply to Hunt's 8/2/2013 affirmative defenses? No.
- G. Did BBT make a Reply to Hunt's amended counterclaims. No.
- See Rule 8(c): Affirmative Defenses; Reply.** In pleading to a preceding pleading, a party **shall set forth affirmatively the defenses:** accord and satisfaction, arbitration and award, assumption of risk, condonation, contributory negligence, discharge in bankruptcy, duress, fraud, illegality, injury by fellow servant, laches, license, misrepresentation, mistake, payment, plene administravit or the administration of the estate is closed, recrimination, release, res judicata, statute of frauds, statute of limitations, **waiver**, and **any other matter constituting an avoidance or affirmative defense.**
- (d) Effect of Failure to Deny.** Averments in a pleading to which a responsive pleading is required, other than those as to the amount of damage, are admitted when not denied in the responsive pleading. Averments in a pleading to which no responsive pleading is required or permitted shall be taken **as denied or avoided.**

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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**

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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).**

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C. Attorney fees to Burgess should be denied where his 3/4/2024 affidavit of attorney's fees and 9 documents - (NOTE, mortgage, Deed, lender trace, NC SOS, Assignment, payment histories, JFIGS/SLS, letter³⁴) do not satisfy the six factors of *Baron Data Systems, Inc. v. Loter*, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1988) and are supported by lack of standing, illegality, laches and unclean hands.

Factor: (1) The Nature, Extent and Difficulty of the Legal Services Rendered.

Without evidentiary support for attorney Burgess: Did Mr. Burgess submit a resume or any affidavits from experts? No.

Prior to filing this foreclosure complaint in lawsuit #4 on 4/16/2013 was BBT aware that Hunt had reported it to the FDIC, HCPD and the 3 prior lawsuits by Hunt? **Yes.**

Did SLS have standing to **initiate** the 4/16/2013 foreclosure complaint via substitution of Plaintiff on 5/10/2022, which was 9 years after the foreclosure was filed by BBT? No. **See affidavit at pp. 1879-1880; and Bank of Am., N.A. v. Todd Draper, Mortg. Elec. Registration Sys., Inc., 405 S.C. 214, 746 S.E.2d 478, 482 (S.C. App. 2013)**(Several bankruptcy courts and federal district courts, including those in South Carolina, have recognized the **servicer** of a loan to be a **real party in interest** and able to **initiate a foreclosure**. We agree with this view....)

Was Hunt deprived of due process involving the 5/10/2022 order where Mr. Burgess made the 5/6/2022 motion? Yes. And Hunt received no notice and no hearing. **See affidavit at pp. 2237-2238.**

Did this court sign the 5/10/2022 Order for substitution of Plaintiff? Yes.

³⁴ Hunt has never received the 11/9/2012 letter from BBT about Default.

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Does Mr. Burgess also represent Plaintiff BBT? Yes.

Did Mr. Burgess submit an affidavit for attorney fees from Plaintiff BBT to this Court for the time period 4/16/2013 – 2024? No.

An additional level of complexity:

The **1/13/2015** affidavit of Foerster to the USDC makes no mention of Burgess when he tells the USDC that BBT engaged Rogers Townsend & Thomas, PC to handle this **foreclosure action** against Hunt. See affidavit at pp. 1879-1880.

Did Foerster, in the SCCA sign the **1/23/2020** Respondent's Return To Appellant's Amended Petition For Rehearing as Foerster of Rogers Townsend, LLC **without a motion**? Yes.

Did the SCCA on **2/20/2020** sign the Order denying Hunt's petition for rehearing? Yes.

Nine years after the 1/13/2015 affidavit of Foerster, on 3/4/2024 Mr. Burgess states that this case was referred to our office on **9/2/2020**³⁵ and that this is an **action to foreclosure** a mortgage on real property.

Did the 11/5/2020 Order granting substitution of counsel from Rogers Townsend & Thomas, PC to Burgess of Brock & Scott, PLLC occur on **9/2/2020**? NO.

Was this action for foreclosure remitted from the SCCA to Horry County Circuit Court on **10/19/2020**? Yes.

Did the 11/5/2020 Order granting substitution of counsel **from Rogers Townsend & Thomas, PC** to Burgess of Brock & Scott, PLLC occur on **11/5/2020**? NO. There has never been a motion for substitution from Rogers Townsend & Thomas, PC to Burgess of Brock & Scott, PLLC.

Did the 11/5/2020 Order granting substitution of counsel **from** Foerster of **Rogers Townsend, LLC** to Burgess of Brock & Scott,

³⁵ Was the complaint ~~was~~ filed on 4/16/2013 by BBT? Yes.

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PLLC occur on **11/5/2020**? Yes. However, there still has never been a motion for substitution from Rogers Townsend & Thomas, PC to Burgess of Brock & Scott, PLLC; and the 11/5/2020 Order was signed by Judge Culbertson, who is not the master in equity.

Did the 11/5/2020 Order granting substitution of counsel **from** Foerster of Rogers Townsend, LLC **to** Burgess of Brock & Scott, PLLC **deprive Hunt of due process**? Yes.

Did the physical piece of paper of the 11/17/2021 assignment of mortgage also state that the assignment includes the NOTE? No.

Did Mr. Forester participate in an email scheme from 4/25/2022 - 5/6/2022? Yes

Did the 5/6/2022 motion, 5/9/2022 e-signed and 5/10/2022 e-filed Order of substitution of Plaintiff **from** BBT to SLS, LLC deprive Hunt of due process? Yes. See Hunt's affidavit at pp. 2237-2238.

Mr. Burgess in the affidavit that was **submitted on 3/4/2024** does not submit a resume, does not state that the referral to his office for foreclosure occurred on 4/16/2013, which is the date the foreclosure was filed by BBT; but instead states that the referral occurred on 9/2/2020 which 9/2/2020 date is prior to the 5/10/2022 substitution of Plaintiff SLS date and made no effort to show the court who was helping and; what they and BBT where doing to aid the foreclosure process (**the Nature, Extent and Difficulty of the Legal Services Rendered**) from the 9/2/2020 referral date³⁶ through the 5/10/2022 substitution of Plaintiff day.³⁷

Factor: (2) The Time and Labor Necessarily Devoted to the Case.

Without evidentiary support: Did Mr. Burgess submit a resume or any affidavits from experts? No. And see above at

³⁶ Remit from the SCCA occurred on 10/19/2020.

³⁷ Did Hunt file a Motion / Petition for Writ of Mandamus on 6/3/ 2022? Yes. Did Hunt file an Amended Motion / Petition for Writ of Mandamus on 6/14/ 2022? Yes.

Factor: (1).

Was the foreclosure complaint filed on 4/16/2013 by Rogers, Townsend and Thomas, PC? Yes. See affidavit at pp. 1879-1880.

Did SLS have standing to **initiate** the 4/16/2013 foreclosure complaint? No. **See affidavit at pp. 1879-1880.**

Does Mr. Burgess also represent BBT? Yes.

Did Mr. Burgess submit an affidavit for attorney fees from BBT to this Court for the time period 4/16/2013 – 2024? No.

Factor: (3) The Professional Standing of Counsel.

Without evidentiary support: Did Mr. Burgess submit a resume or any affidavits from experts? No. And see above at

Factor: (1).

Did SLS have standing to **initiate** the 4/16/2013 foreclosure complaint? No. **See affidavit at pp. 1879-1880.**

Does Mr. Burgess also represent BBT? Yes.

Does Mr. Burgess submit an affidavit for attorney fees from BBT to this Court for the time period 4/16/2013 – 2024? No.

Factor: (4) The Contingency of Compensation.

Without evidentiary support: Did Mr. Burgess submit a resume or any affidavits from experts? No. And see above at

Factor: (1).

Did SLS have standing to **initiate** the 4/16/2013 foreclosure complaint? No. **See affidavit at pp. 1879-1880.**

Does Mr. Burgess also represent BBT? Yes.

Does Mr. Burgess submit an affidavit for attorney fees from BBT to this Court for the time period 4/16/2013 – 2024? No.

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Factor: (5) The Fee Customarily Charged in the Locality for Similar Legal Services.

Without evidentiary support: Did Mr. Burgess submit a resume or any affidavits from experts? No. And see above at **Factor: (1).**

Did SLS have standing to **initiate** the 4/16/2013 foreclosure complaint? No. **See affidavit at pp. 1879-1880.**

Does Mr. Burgess also represent BBT? Yes.

Does Mr. Burgess submit an affidavit for attorney fees from BBT to this Court for the time period 4/16/2013 – 2024? No.

Does Hunt object to trail attorney Foerster? **Yes.**

Based on Foerster's 1/13/2015 affidavit; and thereafter with no due process and the insertion of the 12/10/2019 articles of organization for Rogers Townsend, LLC that were created by Stuart Lee who was/is an attorney at Rogers, Townsend & Thomas, PC and where Attorney Foerster provided no due process to Hunt when he inserted Rogers Townsend, LLC into these proceedings on and after 1/10/2020 with no Rule 240, SCACR motion. **See pp. 1879-1880; 1998, 1945, 1952. Impact on 1/2/2020 Amended Motion/Petition for Rehearing at the SCCA.**

And on **5/3/2022** Mr. Prioleau of the Master's office said: "... **Mr. Foerster, even though I understand your sentiments about Ms. Hunt not making a motion regarding the illegal substitution.** I'm going to request that you supply the court with a memo or statement regarding her claims so Judge Clemmons can see that in his review. ..." **See pp. 2195.**

Does Mr. Foerster's 5/5/2022 letter to Judge Clemmons mention the facts that are stated above in the Affirmative Defense of Illegality? No. **See pp. 2195, 2199-2201.**

Deprivation of Due Process: Did Hunt receive notice of the 5/6/2022 motion for substitution of Plaintiff after the motion was granted on 5/11/2022? Yes. See Hunt's affidavit at pp. 2237-2238. The 5/6/2022 (Friday) motion for substitution of Plaintiff was filed and the Order **was e-signed on 5/9/2022 (Monday)** by Judge Clemmons and e-filed on 5/11/2022. **See pp. 2233-2235.**

Factor: (6) The Beneficial Results Obtained.

Without evidentiary support: Did Mr. Burgess submit a resume or any affidavits from experts? No. And see above at **Factor: (1).**

Did SLS have standing to **initiate** the 4/16/2013 foreclosure complaint? No. **See affidavit at pp. 1879-1880.**

Does Mr. Burgess also represent BBT? Yes.

Does Mr. Burgess submit an affidavit for attorney fees from BBT to this Court for the time period 4/16/2013 – 2024? No.

Has Mr. Burgess obtained beneficial results for SLS since the substitution of Plaintiff on 5/6/2022? See above at

Factor: (1).

During the four years that attorney Burgess has been in this matter (11/5/2020 – 3/5/2024+) he has participated in the 11/5/2020 Order³⁸(deprivation of due process – no hearing)³⁹; 11/17/2021 non judicial assignment of mortgage to SLS (deprivation of due process – no notice & no hearing); 5/10/2022 Order⁴⁰ (deprivation of due process – late notice & no hearing); email scheme (4/25/2022-5/5/2022); 6/3/2022 Brief in Response to Defendant's Motions; and 1/16/2024 Brief in response to Defendant's Motion; Brief in Response to Defendants Amended motion for writ of mandamus filed on June 14, 2022. As

³⁸ Substitution of counsel from Rogers Townsend, LLC to Brock & Scott, PLLC. There has never been a substitution from Rogers Townsend and Thomas, PC to Rogers Townsend, LLC.

³⁹ See herein above at VOID.

⁴⁰ Substitution of Plaintiff from corporation BBT to corporation SLS.

such, the two Orders so far - do not speak to a dollar judgment amount and does not speak to the avoidance of any dollar amount on the counterclaims.

Attorney Fees to Hunt - should be granted where Hunt's counter affidavit contains Hunt's resume and an affidavit of attorney's fees and other affidavits that satisfy the six factors of Baron Data Systems, Inc. v. Loter, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1988); and are supported by lack of standing, illegality, laches and unclean hands.

Does "... the contract provide[] for "reasonable" attorney fees without specifying a rate or amount, the issue of attorneys' fees is left to the discretion of the trial judge and will not be reversed on appeal unless there is a showing of abuse of discretion"? **Yes. See Note.**

Hunt respectfully submit that an award of attorney's fees and costs to Hunt to the full extent set forth in Hunt's affidavit for attorney fees and cost are appropriate.

Factor: (1) The Nature, Extent and Difficulty of the Legal Services Rendered.

Did Hunt's customer profile on BBT's protected computers on **5/30/2007** (last date updated) at pp. 1524-1525 contain Hunt's conventional mortgage and other loans (transfer management and portfolio) that did not belong to Hunt? Yes. See **pp. 1522-1525.**

Did Hunt Refinance the 2003 mortgage on 5/18/2007 at BBT? Yes.

Was Hunt's IOLTA contained in her customer profile at BBT? Yes.

Did BBT share Hunt's nonpublic personal information with another customer about Hunt's POD account? Yes.

Did Hunt report BBT to the FDIC? Yes.

Did Hunt write to BBT on 9/24/2010 and filed the 9/24/2010 letter in the USDC on 5/10/11 stating in part: "... I currently have a mortgage, debt card and a credit card at your Bank. Recently in reviewing the enclosed customer profile I noticed that under the heading of loans there are two loan entries that do not belong to me: transfer management and portfolio. I

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have never applied for; received money from or repaid loans called: transfer management and portfolio. ..."? Yes. See pp. 1522-1526.

Did BBT write to Hunt on 9/27/2010 and Hunt filed that 9/27/2010 response in the USDC on 5/10/11 that stated in part: "We received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans. ..."⁴¹? Yes. See pp. 1522-526.

Did Hunt file a crime report with the HCPD against BBT? Yes.

Did BBT refuse to return evidence with the search warrant to HCPD? Yes.

Factor: (2) The Time and Labor Necessarily Devoted to the Case.

Does the time spent on this matter span almost 15 years from 2009 -2024? Yes. And has the labor spent on this matter resulted in the production of almost three thousand pages?

And does Hunt trust that the court can see that this 15 year matter has resulted in the loss of a career in patent law for her? Yes. **See pp. 1584**

Does Hunt beg that the court review should find that the statements, counter affidavit, resume, affidavits, facts/exhibits Answer, counterclaims, amended counterclaims, exhibits, affidavits of default, entry of default, and memorandums which indicate clearly that the time and labor spent for about 3,000 pages from years 2009 – 2024 were reasonable and not duplicative? Yes.

Factor: (3) The Professional Standing of Counsel.

HUNT's resume and affidavit are attached.

Does Hunt trust that after careful review of Hunt's resume that the court will be able to reach the conclusion that Hunt is skilled, experienced and of high professional standing in the community? Yes.

⁴¹ The 2010 response did not include a current copy of Hunt's customer profile.

Factor: (4) The Contingency of Compensation.

Not applicable since this was not a contingency case.

Factor: (5) The Fee Customarily Charged in the Locality for Similar Legal Services.

Are Hunt's attorney fees in this case unusual? Yes, the facts are unusual. Hunt's hourly rate is \$250.00 hourly for this work.

Factor: (6) The Beneficial Results Obtained.

Did Hunt try to get on with the business of living when she took classes in physics and electrical engineering during the summer of 2009 and went on to do patent training during the Summer of 2013 at the US Patent and Trademark Office? Yes. **See pp. 1583-4 & 1822.**

Was Hunt offered a job at the USPTO after the 2013 externship? Yes. The legal issue of this lawsuit interfered with that position. See pp. 1584 & 1822.

Has Hunt ever gotten to practice patent law? No.

During the 2007 mortgage refinance did Hunt engage in misconduct by putting other people loans in her customer profile? NO. **See pp. 1522-1525.**

Hunt respectfully request the below attorney fees and cost:

lawsuit #1-3: 11,847 x \$225.00 = 2,665,500.00⁴²

Valtorta & Ballard = 8000.00

Costs = 3405.

lawsuit #4 (2013-2020) attorney fees = 2,499,050.00⁴³

lawsuit #4 Sanctions & costs = 12,811,671.57

lawsuit #4 (after Remit) 7280 x 250.00 = 1,820,000.00⁴⁴

printing, Mailing, Filing fees = 875.00

Total = 19,808,501.57

⁴² See pp. 2330

⁴³ See pp. 2338-2339

⁴⁴ See pp. 5032-5033

Affirmative Defense of Illegality⁴⁵

Issue: Did BBT place at least two loans in Hunt's 2007 customer profile at BBT that did not belong to Hunt called: transfer management and portfolio? Yes. **See pp. 1522-1525.**

"That which is contrary to the principles of law, as contradistinguished from mere rules of procedure."

See Black's Law Dictionary 673 (5th Edition 1979) Illegality.

Hook v. S.C. Dep't of Health & Env'tl. Control (South Carolina Administrative Law Court, 2019) "(In determining whether a contract is **void for illegality**, it will be presumed that it only involves the doing of a lawful and proper act. Illegality is never presumed but must be proved, or must clearly appear upon the face of the contract.')".

Was this current action, lawsuit #4, forum shopped by BBT 33 days after lawsuit #3 was dismissed as requested by BBT, on 4/16/2013 in BBT/SLS effort to destroy Hunt's career while protecting its reputation? Yes.

Did Hunt have access to BBT's protected computers where the unauthorized loans in Hunt's customer profile with her IOLTA account were located? No.

Did Hunt have responsibility for the IOLTA that was in her customer profile at BBT? Yes. **See IN RE WELCH, 335 S.C. 613, 518 S.E.2d 821 (S.C. 1999); pp. 1522-1526.**

Did Hunt's customer profile on BBT's protected computers on **5/30/2007** (last date updated) at pp. 1524-1525 contain Hunt's conventional mortgage and other loans (transfer management and portfolio) that did not belong to Hunt? Yes. **See pp. 1522-1525.**

Did Hunt Refinance the mortgage on 5/18/2007 at BBT? Yes. **See pp. 1376-1379 & 1522-1526.**

Was Hunt's IOLTA contained in her customer profile at BBT? Yes.

Did BBT share Hunt's nonpublic personal information with another

⁴⁵ See Affirmative Defense at Rule 8(c), SCRCF and in the ANSWER at p. 275.

customer about Hunt's POD account? Yes.

Did Hunt report BBT to the FDIC? Yes.

Did Hunt write to BBT on 9/24/2010 and filed the 9/24/2010 letter in the USDC on 5/10/11 stating in part: "... I currently have a mortgage, debt card and a credit card at your Bank. Recently in reviewing the enclosed customer profile I noticed that under the heading of loans there are two loan entries that do not belong to me: transfer management and portfolio. I have never applied for; received money from or repaid loans called: transfer management and portfolio. ..."? Yes. **See pp. 1522-1526.**

Did BBT write to Hunt on 9/27/2010 and Hunt filed that 9/27/2010 response in the USDC on 5/10/11 that stated in part: "We received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans. ..."⁴⁶? Yes. **See pp. 1522-526.**

Did Hunt file a crime report with the HCPD against BBT? Yes.

Did BBT return the search warrant to HCPD with zero documents? Yes.

Affirmative Defense of Laches:

Did BBT place at least two loans in Hunt's 2007 customer profile at BBT that did not belong to Hunt called: transfer management and portfolio? Yes. **See pp. 1522-1525.**

Did Hunt report BBT to the FDIC on 3/12/2008? Yes.

In March 2008 did BBT make false statements to the FDIC about the privacy disclosure to Davis? Yes. **See 6/3/2008 affidavit at pp. 1409-1410.**

Did Hunt on 9/24/2010 notify BBT that her customer profile at BBT contained loans that did not belong to Hunt? Yes. **See pp. 1522-1526**

Did Hunt report BBT to the HCPD on 10/3/2010?

Did BBT return the search ~~the~~ warrant from HCPD with zero documents? Yes.

⁴⁶ The 2010 response did not include a current copy of Hunt's customer profile.

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Did BBT file the 4/16/2013 foreclosure complaint 33 days after the USDC dismissed at BBT's request lawsuit # 2-3? Yes.

Did the delay by BBT in NOT responding to Hunt more proactively prior to 4/16/2013 foreclosure action resulted in great prejudice to Hunt where BBT, 1st did not state to the credit the bureau that the mortgage was disputed; and 2nd Hunt has been unable to work because of the time needed for researching and drafting documents for this 4th action by BBT for the past 14 years? Yes.

Did BBT mail the mortgage assignment to Hunt about six and a half months after the mortgage assignment occurred on 11/17/2021? Yes.

Did BBT mail the mortgage assignment with the motion for substitution of counsel and numerous other documents on Friday 5/6/2022? Yes.

On 5/26/2022 did Hunt file a motion under Rule 59, SCRPC? Yes.

Did the delay by BBT in NOT notifying Hunt when it placed the unauthorized loans in Hunt's customer profile in about 2004 through the mortgage assignment that was made in November 2021 resulted in great injury, prejudice, disadvantage and more legal fees, harassment and inconvenience to Hunt where Hunt has been deprived of due process (no notice, no hearing) **throughout this matter. To include when the order was e-signed on Monday 5/9/2022 and e-filed on 5/10/2022?** Yes. See *Arceneaux v. Arrington*, 327 S.E.2d 357, 284 S.C. 500 (S.C. App. 1984) ("The circuit court found the Plaintiffs guilty of laches...").

Doctrine of Unclean Hands:

Did Hunt write to BBT on 9/24/2010 and filed the 9/24/2010 letter in the USDC on 5/10/11 stating in part: "... I currently have a mortgage, debt card and a credit card at your Bank. Recently in reviewing the enclosed customer profile I noticed that under the heading of loans there are two loan entries that do not belong to me: transfer management and portfolio. I have never applied for; received money from or repaid loans called:

transfer management and portfolio. ..."? Yes. See pp. 1522-1526.

Did BBT write to Hunt on 9/27/2010 and Hunt filed that 9/27/2010 **response** in the USDC on 5/10/11 that stated in part: **"We received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans. ..."**⁴⁷? Yes. See pp. 1522-526.

Did Hunt file a crime report with the HCPD against BBT? Yes.

Did BBT return the search warrant to HCPD with zero documents? Yes.

Did the USDC tell BBT to take this matter to State Court? Yes.

Was lawsuit #4 forum shopped by BBT 33 days after lawsuit #2-3 was dismissed as requested by BBT, on 4/16/2013 in its effort to protect its reputation and throw Hunt under the bus? Yes

Did BBT place Hunt's 5/18/07 unlawfully refinanced mortgage loan in Hunt's customer profile where the 5/18/2007 loan application did not list the loans Transfer Management and Portfolio where those loans where improperly in Hunt's customer profile? Yes. See pp. 1376-1379 & 1522-1526.

"[BBT/SLS] came to the court with unclean hands and thus was barred from seeking equitable relief." **Matrix Financial Serv. Corp.. v. Frazer, 394 S.C. 134, 714 S.E.2d 532 (S.C. 2011).**

[BBT/SLS] is not entitled to an equitable remedy because it completed the 5/18/07 mortgage refinance loan application unlawfully, and thus has unclean hands." **Matrix Fin. Servs. Corp. v. Frazer, No. 26859 (S.C. Aug 16, 2010).**

Did BBT file the 5/18/07 NOTE on the unlawfully refinanced 5/18/2007 mortgage loan that was in Hunt's customer profile where the 5/18/2007 loan application did not list the loans Transfer Management and Portfolio where those loans where in Hunt's customer profile on or before 5/30/2007? **Yes.** See pp. 1522-1526.

[BBT/SLS] is not entitled to an **equitable remedy** because it completed the 5/18/07 **mortgage refinance loan application unlawfully** and filed the unlawful NOTE, and thus has unclean hands." **Matrix Fin. Servs. Corp. v. Frazer, No. 26859 (S.C. Aug 16, 2010)**

⁴⁷ The 2010 response did not include a current copy of Hunt's customer profile.

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

Proof of Service: I hereby certify that on May 6, 2024 I have served a **Counter Affidavit** by email and 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

US Mailed:

Judge Clemmons
PO Box 677
Conway, SC 29526

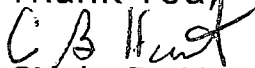
E-filed:

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

US 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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C. B. Hunt
195 D Willow Green Drive
Conway, South Carolina 29526
(843-488-1131)
Email: cbtucker@sccoast.net

Education:

Undergraduate: **B.S. in Mathematics**¹, 1979
University of South Carolina

Graduate: **Master in Teaching**
Mathematics (12 hours)², 1979-1980
University of South Carolina/Coastal
Graduate Teaching Assistant Mathematics

Law: **Juris Doctor**³, 1989-1992
University of South Carolina School of Law
Member of Moot Court Bar
Member of the SC Bar – Bar # 65408.

Undergraduate: **Electrical Engineering**
University of South Carolina (17 hours)⁴ 2009
Coastal Carolina University (8 hours)⁵ 2011

Experience:

Technical -

Vitro Lab 12/1980-1983

Mathematician/Software Engineer

Wrote and adapted s/w and performed real-time testing
for the Optical Alignment Group / weapon system aboard
the Fleet Ballistic Missile submarines.

Clearance: Secret.

¹ Twelve hours of calculus. Probability and Statistics: 6 hours. Computer Science: 6 hours. Three hours of economics and 24 hours of mathematics in classes at the 300-500 level.

GPA last two years (Fall 1977-Spring 1979): 3.1095.

² GPA: 3.875; and three additional hours of Math – Math 780I. Did not complete masters – went to work for Vitro Lab.

³ Juris Doctor – 92 hours including three hours of CSCI / computer science – CSCI 731.

⁴ See B.S. in Mathematics; and Physics – 8 hours, Statics – 3 hours, Circuits – 3 hours and Electrical Science – 3 hours.

⁵ See B.S. in Mathematics; and CSCI / computer science – 8 hours.

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General Electric 1988-1989

Software Engineer

Designed s/w, developed test plans & performed real-time testing for lifecycle system. Clearance: Top Secret/SBI.

E-Systems 1986-1988

Senior Software Engineer

Team leader – responsible for software design, test plans and real time testing for lifecycle system.

Clearance: Top Secret/SBI.

IBM 1988-1989

Senior Engineer

Provided customer liaison activities in system discrepancies. Clearance: Top Secret/SBI.

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Legal -

Westinghouse, SRS Nuclear Facility 1991-1993

Law Clerk / Attorney

Initiated and developed firm's patent application relational database for lifecycle tracking. Coordinated technology transfer to execute patent licensing contracts. Prepared patent disclosure packets for submittal to the U. S. Patent and Trademark Office.

15th Judicial Circuit

1993-1996

Assistant Solicitor

Prepared trail evidence for the prosecution of white-collar crimes in State Court before judge and jury. Interaction with SC Law Enforcement, FBI, INS/DHS, IRS, Banking and Real Estate communities. **Access: NCIC.**

United States Patent and Trademark Office

5/2013 – 8/2013 Externship

Examined patent applications by researching scientific literature databases and patents for prior art to determine whether the claimed invention met the patentability requirements such as novelty, non-obviousness, utility, and sufficiency of disclosure; and writing office action items.

CB Hunt, Attorney-at-Law 1996-Present 2013

Attorney

Practice of law – research, negotiations and litigation for criminal and insurance clients before judge and jury.

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This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower Cindy B Hunt		Co-Borrower	
Mortgage Applied for: ☐ VA ☒ Conventional ☐ Other (explain):			
Amount \$147,200.00		Interest Rate 6.375%	No. of Months 360
Amortization Type: ☒ Fixed Rate ☐ ARM (type):		Other (explain):	
Subject Property Address (street, city, state & ZIP) 195-D Willow Greens Drive, Conway, SC 29526			
Legal Description of Subject Property (attach description if necessary) Unit 195-D, Phase 6 of Willow Greens HPR			No. of Units 1
Year Built 1998			
Purpose of Loan: ☒ Purchase ☐ Construction ☐ Other (explain):		Property will be: ☒ Primary Residence ☐ Secondary Residence ☐ Investment	
Complete this line if construction or construction-permanent loan.			
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot (b) Cost of Improvements Total (a + b)
	\$	\$	\$ 0.00
Complete this line if this is a refinance loan.			
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance Consolidation loan
2003	\$ 125,000.00	\$ 0.00	Cost: \$
Title will be held in what Name(s) Cindy B Hunt		Manner in which Title will be held Individual	
Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain) Equity		Estate will be held in: ☒ For Simple ☐ Leasehold (show expiration date)	
Borrower's Name (include Jr. or Sr. if applicable) Cindy B Hunt			
Social Security Number		Home Phone (incl. area code) (843) 234-3749	
DOB (mm/dd/yyyy) 01/16/1957		Yrs. School 18.0	
☒ Married ☒ Unmarried (include single, divorced, widowed)		Dependents (not listed by Co-Borrower) none	
Present Address (street, city, state, ZIP) 195 Willow Greens Drive Apt D Conway, SC 29526		Present Address (street, city, state, ZIP)	
Mailing Address, if different from Present Address		Mailing Address, if different from Present Address	
If residing at present address for less than two years, complete the following:			
Former Address (street, city, state, ZIP)		Former Address (street, city, state, ZIP)	
Own ☐ Rent ☐ No. Yrs.		Own ☐ Rent ☐ No. Yrs.	
Borrower's Name (include Jr. or Sr. if applicable) Cindy B Hunt			
Name & Address of Employer C B Hunt Attorney at Law 195 Willow Greens Drive Apt D Conway, SC 29526		Name & Address of Employer	
☒ Self Employed		☐ Self Employed	
Yrs. on this job 14.0		Yrs. on this job	
Yrs. employed in this line of work/profession		Yrs. employed in this line of work/profession	
Position/Title/Type of Business Attorney / Law		Position/Title/Type of Business	
Business Phone (incl. area code) (843) 234-3749		Business Phone (incl. area code)	
Freddie Mac Form 65 705 (ITEM 720011 (0509))		Fannie Mae Form 1003 705	

(Page 1 of 5 pages)

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If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Borrower		Co-Borrower	
Name & Address of Employer	☐ Self Employed	Dates (from - to)	Name & Address of Employer
		Monthly Income	
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business
			Business Phone (incl. area code)
Name & Address of Employer	☐ Self Employed	Dates (from - to)	Name & Address of Employer
		Monthly Income	
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business
			Business Phone (incl. area code)

MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 10,505.00	\$	\$ 10,505.00	Rent	\$	
Overtime			0.00	First Mortgage (P&I)	578.28	\$ 918.34
Bonuses			0.00	Other Financing (P&I)		
Commissions			0.00	Hazard Insurance		
Dividends/Interest			0.00	Real Estate Taxes	59.65	59.50
Net Rental Income			0.00	Mortgage Insurance		
Other (before completing, see the notice in describe other income, below)			0.00	Homeowner Assn. Dues	250.00	150.00
			0.00	Other:		
Total	\$ 10,505.00	\$	\$ 10,505.00	Total	\$ 887.93	\$ 1,137.84

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income

Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

ISC	Monthly Amount
	\$

ALL ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

ASSETS		Cash or Market Value	LIABILITIES		Monthly Payment & Months Left to Pay	Unpaid Balance
Description			Name and address of Company			
Cash deposit toward purchase held by:	\$		COASTAL FE	\$ Payment/Months	578.00	\$ 90,769.00
					158	
Acct. no. [REDACTED]	\$	1.00	Borrower			
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	542.00	\$ 7,311.00
			COASTAL FE		14	
Acct. no. [REDACTED]	\$		Borrower			
Name and address of Bank, S&L, or Credit Union			Acct. no. [REDACTED]	\$ Payment/Months	20.00	\$ 586.00
			CITI		30	
Acct. no. [REDACTED]	\$		Borrower			
			Acct. no. [REDACTED]			

Freddie Mac Form 65 7/05
ITEM 7300L2 (05/08)

(Page 2 of 3 pages)

Freddie Mac Form 1003 7/05

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VII. DETAILS OF TRANSACTION (continued)		VIII. DECLARATIONS (continued)			
k. Subordinate financing	--	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.		Borrower	
l. Borrower's closing costs paid by Seller		c. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.		Yes	No
m. Other Credits (explain)		g. Are you obligated to pay alimony, child support, or separate maintenance?		☐	☒
n. Cash Deposits		h. Is any part of the down payment borrowed?		☐	☒
o. Loan amount (exclude PMI, MIP, Funding Fee financed)	147,200.00	i. Are you a co-maker or endorser on a note?		☐	☒
p. PMI, MIP, Funding Fee financed		j. Are you a U.S. citizen?		☒	☐
q. Loan amount (add m & n)	147,200.00	k. Are you a permanent resident alien?		☒	☐
r. Cash front to Borrower (subtract j, k, l & o from i)	369.75	l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.		☒	☐
		m. Have you had an ownership interest in a property in the last three years?		☒	☐
		(1) What type of property did you own—principal residence (PR), second home (SH), or investment property (IP)?		PR	
		(2) How did you hold title to the home—solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?		S	

IX. ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation of this information contained in this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (2) the property will not be used for any illegal or prohibited purpose or use; (3) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (4) the property will be occupied as indicated in this application; (5) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (6) the Lender, its servicers, successors or assigns may rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (7) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (8) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (9) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (10) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X <u>Cindy B. Hunt</u> Cindy B. Hunt	5-15-07	X _____	

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER				CO-BORROWER			
I do not wish to furnish this information				I do not wish to furnish this information			
Ethnicity:	Hispanic or Latin	☒	Not Hispanic or Latin	Ethnicity:	Hispanic or Latin	☐	Not Hispanic or Latin
Race:	American Indian or Alaska Native	☐	Asian	☒	Black or African American	Race:	American Indian or Alaska Native
	☐	Native Hawaiian or Other Pacific Islander	☐	White		☐	Native Hawaiian or Other Pacific Islander
Sex:	☒	Female	☐	Male	Sex:	☐	Female
☐				☐			
To be Completed by Interviewer				To be Completed by Interviewer			
This application was taken by:				Interviewer's Name (print or type)			
☒ Face-to-face interview				Karen Butcher			
☐ Mail				Interviewer's Signature			
☐ Telephone				Date			
☐ Internet				Interviewer's Phone Number (incl. area code)			
				(843) 205-2000			
				Name and Address of Interviewer's Employer			
				Coastal Federal Bank			
				2519 Oak Street			
				Myrtle Beach, SC 29577			

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Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.		Borrower: Cindy B Hunt	Agency Case Number:
		Co-Borrower:	Lender Case Number: 7510046466

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I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature X <u>Cindy B. Hunt</u> Cindy B Hunt	Date 5/15/07	Co-Borrower's Signature X _____	Date
--	-----------------	------------------------------------	------

Fannie Mae Form 65 705
ITEM 7300LS (0508)

(Page 3 of 5 pages)

Fannie Mae Form 1003 705
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Affidavit of Costella H. Davis

Personally appeared before me, Costella H. Davis, who being duly sworn, deposes and says that:

I am over the age of eighteen (18) years and am competent to state the matters set forth herein. I have personal knowledge of the matters set forth, except as to those matters as are stated on information and belief, and as to those, I have a good faith basis for believing them to be true.

1. I am currently and have been employed with the Federal Government for almost 32 years. My office is located in Washington, DC.
2. On January 19, 2008 I went to BB&T formerly Coastal Federal Bank on a mortgage matter.
3. I was helped by a young lady, Ms. Kaci Sansbury, who said she was not really working that Saturday but just came in to take care of some matters. However, she said she would try to assist me.
4. Ms. Sansbury proceeded to look up the information on the computer, trying the address of the property and then my social security number. Ms. Sansbury never asked me for any form of identification during our exchange. Ms. Sansbury told me I had an account with the bank and I told her "no I don't think so; I never had an account other than the mortgage loan with this bank." After going back and forth a few times because she was looking at an account with my social security number she asked me for my social security number again and I told her and she said yes you have an account and it's pretty nice. I asked Ms. Sansbury how much money I had in this account. Ms. Sansbury said "\$29,000 and some odd dollars". I said "no I think there is some kind of a mistake. I'd know if I had that kind of money in an account."
5. Ms. Sansbury asked me to hold on and she went out to the teller area. While she was gone I was trying to think of what might be happening. I decided to call my cousin Cindy B. Hunt whom I knew had an account with this bank on my cell phone.
6. As the phone began to ring Ms. Sansbury came back and said that she'd made a mistake. The account belongs to Cindy B. Hunt and I was down as her beneficiary. My cousin answered the phone saying "hello" and I said "hi Cindy, it's Costella never mind every things ok I'll talk with you later" and I hung up.

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KANSAS CITY REGION

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1409

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7. Ms. Sansbury and I talked a little more and she gave me her card and asked me to call her when I got home. I thanked her and left the bank.

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FURTHER DEPONENT SAYS NOT.

Costella H. Davis

Costella H. Davis
Senior Contract Specialist
Dept of Homeland Security
202-447-5571 (wk)
costella.davis@dhs.gov

Sworn to before me this 3 day *June*

of *Stuffer*, 2008.

..... (L.S.)

My commission expires: *11/14/2013*

Cindy B. Hunt
195 D Willow Green Drive
Conway, South Carolina 29526
843 488-1131

September 24, 2010

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BB&T (Carolina Forrest)
3894 Renee Drive
Myrtle Beach, SC 29579

Via: 1st Class Mail

Dear Sir,

Enclosed you will find a copy of my customer profile.

I currently have a mortgage, a debit card and a credit card at your Bank.

Recently in reviewing the enclosed customer profile I noticed that under the heading of loans there are two loan entries that do not belong to me: transfer management and portfolio.

I have never applied for; received money from or repaid loans called: transfer management and portfolio.

Please accept this letter as written notice that I dispute these two loan entries in my customer profile. Please research this matter and advise me of your findings.

Please be sure to include in your response a current copy of my customer profile

I look forward to receiving your written response within thirty days.

With Kind Regards,



CB Hunt

6057

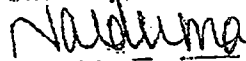
1522

September 27, 2010

Dear Ms. Hunt,

We received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans. If you have any questions regarding this matter please feel free to contact your local banking center. Thank you for banking with BB&T.

Sincerely,



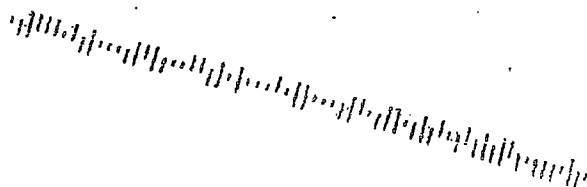
Natasha Alderman
Relationship Banker
Carolina Forest



14 Renee Dr
Beach, SC 29579

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

GAYHS31 29526



MAILED

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE

02 1R
0006555504

\$ 00.

SEP 28
MAILED FROM ZIP CODE 21

1523

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Account

Customer Relationship Profile

CINDY B HUNT

Preferred Name
Date Established 08/13/1993
Last Updated 05/30/2007
Branch Number 83
Officer

Tax ID Number
Main Phone
Business Phone
Email Address
Keyword
Address Type
Birth Date
Identification
Privacy Act OK to share information
Reg O
Messages No

Personal Account Relationship

Deposit Accounts	Account	Current Balance	Available Balance	Rate	Maturity Date	Direct Deposit	Relationship
Checking-Direct Free Interest	9746	4,212.80	4,212.80	0.2500		No	Primary
Checking-Interest Checking	3407	24,606.86	24,606.86	0.2500		No	Revocable Trust
Deposit Total		28,819.66	28,819.66				

Card Accounts

Debit	Account	Member	Status
Checking	9746	2342	Open Card

[View Profile 1](#)

Loan Accounts

Transfer Management	Account	Current Balance	Available Balance	Rate	Maturity Date	Loan Exposure	Relationship
Auto Fixed	2442	Closed	0.00	0.0000		0.00	Borrower
Conventional Mortgage	2234	Closed	0.00	6.0000	5/21/2008	0.00	Borrower
Conventional Mortgage	6466	147,063.66	0.00	4.8750	10/2033	0.00	Primary
Portfolio	3362			6.3750	6/2037	0.00	Borrower
Commercial Loan	6700	Closed	0.00	0.0000	10/5/2007	0.00	Borrower
Loan Total		147,063.66	0.00			0.00	

Other Accounts

Credit Card	Account	Current Balance	Available Balance	Relationship
	3358	0.00	0.00	Borrower
Other Total		0.00	0.00	

* Indicates an account level address exists

Commercial / Non-Personal Account Relationships

CINDY B HUNT DBA

Deposit Accounts	Account	Current Balance	Available Balance	Rate	Maturity Date	Direct Deposit	Relationship
------------------	---------	-----------------	-------------------	------	---------------	----------------	--------------

King-Iolla Checking	1328	17,119.06	17,119.06	No Rate	No	Authorized Signer
dit Total		17,119.06	17,119.06			

ates an account level address exists

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CAROLINA FOREST BRANCH
MYRTLE BEACH, South Carolina
295799998
4518030579 -0097
06/04/2012 (843)236-0657 01:53:00 PM

Product Description	Sale Qty	Unit Price	Final Price
GREENVILLE SC 29602			\$0.65

Zone-2 First-Class Letter
1.10 oz.
Expected Delivery: Wed 06/06/12
Return Rcpt (Green Card) \$2.35
Certified \$2.95
Label #: 70031010000361306704

Issue PVI: \$5.95

Total: \$5.95

aid by:
sterCard \$5.95
Account #: XXXXXXXXXXXX6482
Approval #: 07726Z
Transaction #: 525
3 902983261

or stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS

or your mail when and where you want it. Use a secure Post Office Box. Sign up for a Post Office Box online at usps.com/poboxes.

Bill #: 1000302461578
Clerk: 06

SENDER: COMPLETE THIS SECTION

- *** Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
*** Print your name and address on the reverse so that we can return the card to you.
Go Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BBT Mortgage
Customer Service

P.O. Box 2467

Greenville, SC
29602-2467

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

U.S. Postal Service

CERTIFIED MAIL RECEIPT

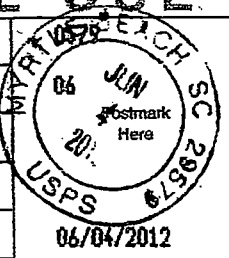
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

GREENVILLE SC 29602

OFFICIAL USE

Postage	\$	\$0.65
Certified Fee		\$2.95
Return Receipt Fee (Endorsement Required)		\$2.35
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.95



Sent To: BBT Mortgage
Street, Apt. No., or PO Box No.: P.O. Box 2467
City, State, ZIP+4: Greenville, SC 29602-2467
PS Form 3800, June 2002 See Reverse for Instructions

SubTotal	1.20
Taxes	0.10
Total	1.30

Earn rewards with FedEx Office
Earn points for your eligible FedEx Office purchases when you sign up for My FedEx Rewards. Go to fedex.com/rewards to sign up today.

The Cardholder agrees to pay the Issuer of the charge card in accordance with the agreement between the Issuer and the Cardholder.

FedEx Office Print & Ship Center

1170 Seaboard Commons
Myrtle Beach, SC 29577
(843) 626-5592

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Signature]*
B. Received by (Printed Name): Alfred C. Jenkins
C. Date of Delivery: JUN - 7 2012
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail
☐ Registered
☐ Insured Mail
☐ Express Mail
☐ Return Receipt for Merchandise
☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

7003 1010 0003 6130 6704
Domestic Return

6051

1526

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

2013 MAR -6 PM 2:54

CINDY B. HUNT,

Plaintiff,

vs.

Branch Banking & Trust Company,

Defendant

c/a: 4:12-cv-02216-MGL-TER

FILED
HOBBS COUNTY
2013 MAY -6 P 2:01
RENEE N. ELVIS
CLERK OF COURT
HOBBS COUNTY, SC

This affidavit is supported by all pleadings at c/a 4:09-cv-2151-JMC-TER and appeal; all pleadings at c/a 4:11-cv-00870-MGL-TER; all pleadings at c/a 4:12-cv-02216-MGL-TER.

AFFIDAVIT OF CINDY B. HUNT

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

1. The matters contained herein are based upon my personal knowledge.
2. I am an attorney licensed in the State of South Carolina.
3. For the Record: Before filing Doc. # 105-1 in c/a 4:09-cv-2151-JMC-TER the Plaintiff sent an email to Licata in 1/2011 offering to settle this matter. The response from the Defendants was that the only thing that the Plaintiff was going to get was a Rule 11 violation.
4. On or about May 19, 2008 (during FDIC proceeding) I closed three accounts at BB&T: savings, "POD trust" and IOLTA. I was the trustee/fiduciary of record for two of these accounts: "POD trust" and IOLTA. I was forced to close these accounts because of suspected identity theft where I am required to avoid even the appearance of impropriety. I paid a monthly fee for the associated POD account benefits.
5. Defendant to pay the face value of the Coastal Banker Gold benefits and inconvenience in relocating accounts. (See Doc. # 2-10: \$160,000 plus)
6. Settlement to other victims to include but is not limited to Davis, Sherman, Allen and SC Bar foundation. These parties may be brought in through the Tying and RICO statutes at c/a 4:11-cv-00870-MGL-TER.

7. The Plaintiff has been unable to sit for the Patent Bar exam because of the constant and continuing threat of a Rule 11 violation. (See attached PTO Bar Exam application at page 2 paragraphs 15-22 and USC 2009 Transcript for the School of Electrical Engineering¹ and prior to going to law school the Plaintiff was employed as an aerospace engineer for 10 years helping to put man on the moon).
 - a. Line 7 (wages, salaries, tips, etc.) of the Plaintiff's 1040 US Individual Income Tax Return for tax years 2008, 2009, 2010 and 2011 is zero dollars for income. The Plaintiff has not completed the 2012 return yet but it will also be zero dollars. The Plaintiff has not worked since this matter got started in 1/2008. The Plaintiff requests loss of future income where the Plaintiff just turned 56 yoa with a life expectancy as per SC Code 19-1-150 of 27.41 years. The average Patent Attorney annual salary as of 2008 was $\$287,000.00 \times 27.41 = \$7,866,670.00$, plus of loss future income.
8. Actual and compensatory damages, disgorgement of profits and restitution damages; Legal interest, Prejudgment interest, Post Judgment interest...
9. Statutory damages, consequential damages, general damages, special damages, actual damages and punitive (to include fines avoided) damages with legal, prejudgment and post judgment interest.
10. Constructive and Resulting trusts with tracing with legal, prejudgment and post judgment interest.
11. Damages for mental anguish and emotional distress with legal, prejudgment and post judgment interest; and repair credit record at CRA (See attached Experian CRA report)
12. Defendant to pay to the Plaintiff all monies paid on the current mortgage² with legal interest, prejudgment and post judgment interest and punitive damages. (to date about \$90,000.)
13. Mark mortgage title paid in full.
14. Defendant to pay to the Plaintiff the amount of the 2006 CD with legal prejudgment and post judgment interest. (See Doc. # 2-9)
15. Defendant to pay to the Plaintiff the setoff monies with legal prejudgment and post judgment interest. (See Doc. #s 2-5 and 3-16)
16. Defendant to pay to the Plaintiff the life amount of monies deposited in the regular checking account, savings account and POD trust with legal prejudgment, pre and post judgment interest. (See paragraph 19 at Doc. # 1-1: deposits about \$1 million plus. Need discovery.)
17. Defendant to pay to the Plaintiff the life amount of monies deposited in IOLTA account with legal prejudgment, pre and post judgment interest. (Deposits about \$3 million plus. Need discovery.)
18. Defendant to pay to the Plaintiff the original loan amount of all of the Plaintiff's authorized loans with legal, prejudgment and post judgment interest. (See Doc. # 2-10)³

¹ Judge Rogers should check his phone records for a call to his office from the Plaintiff re the withdrawal of the Plaintiff's then attorney in c/a 4:09-cv-2151-JMC-TER in late October/ early November of 2009 where I stated that I was an electrical engineering student at USC preparing to sit for the Patent Bar and could attend the hearing in Florence only within the limits of my class schedule where mid-term exams were approaching. Also, see the Plaintiff's enclosed transcript from USC for the Fall of 2009.

² The Defendant sold the Plaintiff's mortgages to Fannie Mae/Freddie Mack.

³ This customer profile is missing some loans. I would need discovery to complete the list.

UNIVERSITY OF SOUTH CAROLINA

OFFICE OF THE UNIVERSITY REGISTRAR • COLUMBIA, SC 29208-0001

FICE: 3448
CEEB: 5818
ACT: 3880

FAX (803) 777-6349



ACADEMIC TRANSCRIPT

This transcript is printed on special security paper with a gamet background, the seal of the University of South Carolina at Columbia and the signature of the University Registrar, Barbara Rogers Blaney. This is an official sealed instrument, a raised seal is not required. The student is in good academic standing unless otherwise noted.

Barbara Rogers Blaney
University Registrar

CONTROL NO: 923417 DATE ISSUED: 12/21/2009

STUDENT NAME:

CINDY B HUNT

STUDENT NUMBER:

USC-00-5778

BIRTH DATE:

01/16

FILED
HORRY COUNTY

PAGE 2

2024 MAY -6 P 2:01

UNDERGRADUATE RECORD (CONT.)

RENEE N. ELVIS

CLERK OF COURT

GEORGE COUNTY, SC

*** ISSUED TO STUDENT IN A SEALED ENVELOPE ***

COURSE TITLE

DEPT CRSE

GRD HC

GEORGE COUNTY, SC

SPRING 1979

SCIENCE & MATH

SESSION DATES 01/10/1979 - 05/12/1979

VOCABULARY AND SEMANTICS	ENGL 452	A	3.0	3.0	3.0	12.00
ORD DIFF EQUATIONS	MATH 520	B	3.0	3.0	3.0	9.00
MODERN GEOMETRY	MATH 532	C+	3.0	3.0	3.0	7.50
WOMEN IN SOCIETY	UNIV 112H	A	3.0	3.0	3.0	12.00
SEMESTER TOTALS:			12.0	12.0	12.0	40.50 3.375

SUMMER I 2009

ENGINEERING & COMPUTING

SESSION DATES 06/01/2009 - 06/30/2009

ESSENTIALS OF PHYSICS I	PHYS 211	B+	3.0	3.0	3.0	10.50
ESSENTIALS PHYSICS I LAB	PHYS 211L	A	1.0	1.0	1.0	4.00
SEMESTER TOTALS:			4.0	4.0	4.0	14.50 3.625

SUMMER II 2009

ENGINEERING & COMPUTING

SESSION DATES 07/07/2009 - 08/05/2009

ESSENTIALS OF PHYSICS II	PHYS 212	B+	3.0	3.0	3.0	10.50
ESSENTIALS PHYS II LAB	PHYS 212L	A	1.0	1.0	1.0	4.00
SEMESTER TOTALS:			4.0	4.0	4.0	14.50 3.625

FALL 2009

ENGINEERING & COMPUTING

SESSION DATES 08/20/2009 - 12/04/2009

STATICS	ECTV 200	A	3.0	3.0	3.0	12.00
ELECTRICAL SCIENCE	ELCT 102	B	3.0	3.0	3.0	9.00
CIRCUITS	ELCT 221	B+	3.0	3.0	3.0	10.50
SEMESTER TOTALS:			9.0	9.0	9.0	31.50 3.500

UNDERGRADUATE TOTALS

HC HE GH GP GPA

CUMULATIVE U.S.C. 140.00 140.00 137.00 388.50 2.836

*** END OF UNDERGRADUATE RECORD ***

*** SEE GRADUATE RECORD ***

*** SEE LAW RECORD ***

1583

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A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265



B. Type of Loan			
1 ☐ FHA	2 ☐ RHS	3 ☒ Conv. Unins.	6. File Number 1E741
4 ☐ VA	5 ☐ Conv. Ins.		7. Loan Number 7510046466
8. Mortgage Insurance Case Number			
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name and Address of Borrower Cindy B. Hunt 195-D Willow Greens Drive Conway, SC 29526		E. Name and Address of Seller	
		F. Name and Address of Lender Coastal Federal Bank 2619 Oak Street Myrtle Beach, SC 29579	
G. Property Location 195-D Willow Greens Drive Conway, SC 29526		H. Settlement Agent Gregory K. Martin, PC	
		Place of Settlement 900-C Main Street, Suite C Conway, SC 29526	I. Settlement Date 05/18/07 DD: 05/23/07
J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	2,507.58	403.	
104. Payoff to Coastal Federal	54,749.79	404.	
105. Payoff to Coastal Federal	90,313.75	405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	147,571.12	420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)	147,200.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	147,200.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	147,571.12	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	147,200.00	602. Less reduction amount due to seller (line 520)	
303. CASH FROM BORROWER	371.12	603. CASH TO SELLER	

IN THE EVENT A RE-PRORATION OF THE TAXES IS NECESSARY WHEN THE TAX BILLS FOR 2007 ARE PREPARED, THE PARTIES AGREE TO HANDLE SAID RE-PRORATION BETWEEN THEMSELVES.

Cindy B. Hunt
Cindy B. Hunt

1706

USCA4 114

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		SETTLEMENT STATEMENT		PAGE 2
L. SETTLEMENT CHARGES: File Number: 16741				
700. TOTAL SALES/BROKER'S COMMISSION based on price \$	@	=		
Division of commission (line 700) as follows:				
701. \$	to			
702. \$	to			
703. Commission paid at Settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN P.O.C.				
801. Loan Origination Fee	%			
802. Loan Discount	%			
803. Appraisal Fee	to Terry Hamilton		350.00	
804. Credit Report	to Acranel		17.00	
805. Lender's Inspection Fee	to			
806. Mtg. Ins. Application Fee	to			
807. Assumption Fee	to			
808. Underwriting Fee	Coastal Federal Bank		475.00	
809. Doc Prep Fee	Coastal Federal Bank		35.00	
810. Flood Determination Fee	Coastal Federal Bank		18.00	
811. Tax Related Service Fee	Coastal Federal Bank		47.50	
812.				
813.				
814.				
815.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest from 05/23/07 to 06/01/07 @ \$	25.07 /day	9 day(s)	234.63	
902. Mortgage Insurance Premium	to			
903. Hazard Insurance Premium	yrs. to			
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER FOR				
1001. Hazard Insurance	mo. @ \$	/ mo.		
1002. Mortgage Insurance	mo. @ \$	/ mo.		
1003. City property taxes	mo. @ \$	/ mo.		
1004. County property taxes	9 mo. @ \$	59.50 / mo.	535.50	
1005. Annual Assessments	mo. @ \$	/ mo.		
1006.	mo. @ \$	/ mo.		
1007.	mo. @ \$	/ mo.		
1008. Aggregate Credit for Hazard/Flood Ins, City/County Prop Taxes, Mortgage Ins & Annual Assessments			-0.05	
1100. TITLE CHARGES				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to Gregory K. Martin, PC		87.00	
1104. Title insurance binder	to GKM Title Insurance		75.00	
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to Gregory K. Martin, PC		375.00	
(includes above item No:)				
1108. Title Insurance	to GKM Title Insurance		224.00	
(includes above item No:)				
1109. Lender's coverage	147,200.00 -- 224.00			
1110. Owner's coverage				
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees	Deed \$; Mortgage \$ 24.00 ; Releases \$ 10.00		34.00	
1202. City/county/stamps	Deed \$; Mortgage \$			
1203. State tax/stamps	Deed \$; Mortgage \$			
1204.				
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest inspection	to			
1303.				
1304.				
1305.				
1306.				
1307.				
1308.				
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)			2,507.58	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of this HUD-1 Settlement Statement.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Cindy B. Hunt
Cindy B. Hunt

Gregory K. Martin, PC
Gregory K. Martin, PC

Date 5 18 07

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

RENEE N. EVIS
CLERK OF COURT
Horry County, SC

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HORRY COUNTY
2007 MAY -6 P 2:01

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USCA4 115

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United States Patent and Trademark Office

Certificate of Training

CINDY HUNT

Patent Experience Extern Program

Patent Training Academy

May 28, 2013 Class

William A. Hunt

Director, Office of Patent Training

D. Lorach Reynolds

Deputy Director, Office of Patent Training



The New Patent Examiner Training Program
operates under an ISO 9001:2008 registered
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RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

1822

7909

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

Branch Banking and Trust Company,

Plaintiff,

v.

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

Defendants.

C/A # 4:14-cv-04352-BHE-TER

FILED
HORRY COUNTY
2024 MAY -6 P 2:01
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

(504335.3166 SMF)

AFFIDAVIT OF ATTORNEY'S FEES

PERSONALLY APPEARED BEFORE ME, the undersigned attorney for the Plaintiff Branch Banking and Trust Company, who, being duly sworn, deposes and says that:

1. I am a lawyer with the firm of Rogers, Townsend & Thomas, PC. I have been practicing law with a focus in mortgage-related litigation since 2008.
2. Plaintiff Branch Banking and Trust Company ("BB&T") engaged Rogers Townsend & Thomas, PC to handle the above-captioned foreclosure action against Defendant Cindy B. Hunt ("Hunt").
3. I, with the assistance of my paralegal, handled the response of BB&T to Hunt's Notice of Removal filed herein and conducted all work associated with that response, which included the following:
 - i. Reviewing and analyzing the Notice of Removal;
 - ii. Researching grounds for a motion to remand the case;
 - iii. Drafting the Motion to Remand;
 - iv. Filing the Motion to Remand with exhibits;
 - v. Reviewing and analyzing Hunt's Response to the Motion to Remand;
 - vi. Drafting of the Reply to Hunt's Response to the Motion to Remand;
 - vii. Filing a Reply to Hunt's Response to the Motion to Remand; and
 - viii. Drafting this affidavit.

1879

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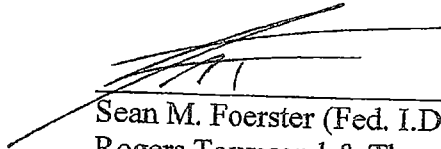
4. I kept contemporaneous records of the time that my paralegal and I spent on work related to the Notice of Removal. According to these records, my paralegal and I spent a total of 14.7 hours on the above listed tasks.

5. The hourly rate that I am charging BB&T to handle this particular case is \$200 an hour. My paralegal charges \$100 an hour for her time. I believe this hourly rate is customary for similar legal work and warranted based on my experience, reputation, and ability.

6. I am informed and believe that all litigation expenses were reasonably and necessarily incurred.

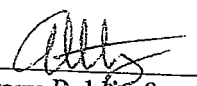
7. In my professional opinion, a reasonable attorney's fee for the work of me and my paralegal related to Hunt's Notice of Removal would be \$2,750.

Respectfully submitted,


Sean M. Foerster (Fed. I.D. # 10396)
Rogers Townsend & Thomas, PC
220 Executive Center Drive (29210)
PO Box 100200
Columbia, SC 29202-3200
(803) 771-7900
sean.foerster@rtt-law.com

Attorneys for Plaintiff Branch Banking and Trust Company

Sworn To Before Me, this 3rd day of January 2015


Notary Public for the State of South Carolina
Andrew Montgomery
My Commission Expires:

12-30-23

FILED
HORRY COUNTY
2024 MAY -6 P 2:04
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas
Cynthia Graham Howe, Master in Equity

Case No.: 2013-CP-26-2528
Appellate Case No. 2016-001550

Branch Banking and Trust Company..... Respondents,

v.

Cindy B. Hunt, Willow Greens Homeowners Association, Inc.,
C.J. Developers, LLC..... Defendants,

Of whom Cindy B. Hunt is the Appellant.

RESPONDENT'S MOTION FOR EXTENSION OF TIME

Sean M. Foerster (SC Bar # 77466)
ROGERS TOWNSEND LLC
1221 Main Street, 14th Floor (29201)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803) 771-7900
sean.foerster@rogerstownsend.com

Attorneys for the Respondent Branch Banking and
Trust Company

January 10, 2020

FILED
HORRY COUNTY
2020 MAY -6 P 2:01
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

6070

1945

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM HORRY COUNTY
Court of Common Pleas
Cynthia Graham Howe, Master in Equity

Case No.: 2013-CP-26-02528
Unpublished Opinion No. 2019-UP-389 (S.C. Ct. App. filed December 18, 2019)
Appellate Case No. 2020-000510

Branch Banking and Trust Company.....Respondent,

v.

Cindy B. Hunt, Willow Greens Homeowners Association, Inc.,
C.J. Developers, LLC.....Defendants,

Of whom Cindy B. Hunt is the Petitioner.

RETURN TO
PETITION FOR WRIT OF CERTIORARI

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HORRY COUNTY
2020 MAY -6 P 2:02
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Sean M. Foerster (SC Bar # 77466)
ROGERS TOWNSEND LLC
1221 Main Street, 14th Floor (29201)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803) 771-7900
sean.foerster@rogerstownsend.com

Attorneys for the Respondent Branch Banking and
Trust Company

May 20, 2020

1952

6071

Business Entities Online

File, Search, and Retrieve Documents Electronically

Rogers Townsend, LLC

Corporate Information

Entity Type: Limited Liability Company

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Registered Agent

Agent: Stuart M. Lee

Address: 1221 Main Street, 14th Floor
Columbia, South Carolina 29201

Important Dates

Effective Date: 12/10/2019

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

RENEEN, ELVIS
CLERK OF COURT
HORRY COUNTY, SC

2024 MAY -6 PM 2:02

FILED
HORRY COUNTY

Official Documents On File

Filing Type	Filing Date
Articles of Organization	12/10/2019

-- filing questions please contact us at 803-734-2158

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1998
6072

insist that all Of my motions are ruled on by the master in equity and that I have the right of appeal on all and any motions. And I reserve the Right to file that writ at a later date.

5. I continue to request a copy of the rules book for this Process that you appear to be making up as you go.

6. Again my records show that I have followed your email chain.

Please be more specific - if I

have made an error I will do my best to correct it.

7. Both Culbertson and the master are trying to deprive me of an Appeal. Shame on y'all. I will not allow it.

CB Hunt

Sent from my iPhone

On May 3, 2022, at 12:38 PM, CB Hunt <cbtucker@sccoast.net> wrote:

Hunt has made several (7) motions asserting that the substitution of counsel was improper, etc.
CB Hunt

Sent from my iPhone

On May 3, 2022, at 12:13 PM, Prioleau Jr., Ralph <Pringleau.Ralph@horrycountysc.gov> wrote:

Good Afternoon

I want to answer everyone's question at the same time.

First, Ms. Hunt, please reply to the e-mail chain that I have provided. Right now, we have two separate e-mail chains and we need to keep the conversation in-tact.

Second, Ms. Hunt has filed several motions. I would ask that the plaintiff's attorney respond to all pending motions by June 3rd. Once we received the briefs, etc., Judge Clemmons will rule on all pending motions. If Ms. Hunt filed a new brief, then we will allow time for the plaintiff's attorney to respond as well.

Third, Mr. Foerster, even though I understand your sentiments about Ms. Hunt not making a motion regarding the illegal substitution. I'm going to request that you supply the court with a memo or statement regarding her claims so Judge Clemmons can see that in his review.

Lastly, the final hearing for this matter will be scheduled for July 25th at 9:30 AM at the Horry County Courthouse. I will be asking for a notice of

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

ROGERS TOWNSEND LLC
POST OFFICE BOX 100200 (29202)
1221 Main Street, 14th Floor
COLUMBIA, SOUTH CAROLINA 29201
P 803.771.7900 F 803.343.7017
W RTT-LAW.COM

Sean M. Foerster
sean.foerster@rogerstownsend.com
P 803.744-1855



May 5, 2022

Via regular mail and email to Prioleau.Ralph@horrycountysc.gov

The Honorable Alan D. Clemmons
Master in Equity for Horry County
P.O. Box 1236
Conway, SC 29528

FILED
HORRY COUNTY
2024 MAY -6 P 2:02
RENEEN, ELVIS
CLERK OF COURT
HORRY COUNTY, SC

RE: *Branch Banking and Trust Company vs. Cindy B. Hunt; Willow Greens
Homeowners Association; C.J. Developers, LLC*
Civil Action # 2013-CP-26-02528
Our File # 504335.3166 and 910026.74

Dear Judge Clemmons:

I hope this letter finds you and your staff doing well. I have not yet had the pleasure of appearing before you in person since your appointment to the bench, but I look forward to doing so in the near future.

I am writing in response to an email dated May 3, 2022, from your law clerk, Mr. Ralph Prioleau, Jr., requesting a position statement from my law firm and me¹ on the "Amended Objections to Plaintiff's Motion – To Substitute Counsel / Response" filed in this action by Defendant Cindy B. Hunt on November 5, 2020.

My law firm and I represented Plaintiff, Branch Banking and Trust Company ("BB&T"), in this foreclosure action until we were relieved as counsel through a Consent Order of Substitution of Counsel entered by Judge Culbertson in this case on November 5, 2020. Through that order, Chad W. Burgess, Esquire, of the law firm of Brock & Scott, PLLC, was substituted in our place as counsel for Plaintiff.

¹ This letter sets forth the position of only my law firm and me. Neither my law firm nor I am a party to this action or counsel to a party to this action. This letter does not state the position of BB&T, nor do my law firm or I have the authority to state such a position since, pursuant to instructions from BB&T and the Court, we no longer represent BB&T in this action. Further, I would respectfully request that this letter not be treated by the Court as a formal appearance of record in this case by either Rogers Townsend LLC or me.

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Since the entry of that order, it appears from the public index for this case that Ms. Hunt has filed the following four documents:

- “Amended Objections to Plaintiff’s Motion – To Substitute Counsel / Response” filed on November 5, 2020;
- “Motion – Rule 60, Fraud upon the Court and Civil Conspiracy” filed on December 17, 2020;
- “Motion under Rule 59: re Order filed on 11/05/2020” filed on October 27, 2021; and
- “Motion under Rule 60: re Order e-filed on 11/05/2020” filed on November 4, 2021.

Pursuant to a Form 4 Judgment entered on November 17, 2021, Judge Culbertson denied both the “Motion under Rule 59: re Order filed on 11/05/2020” and the “Motion under Rule 60: re Order e-filed on 11/05/2020.”

According to Mr. Prioleau’s email of May 3, 2022, Mr. Burgess will be responsible for providing a brief to the Court in response to Ms. Hunt’s “Motion – Rule 60, Fraud upon the Court and Civil Conspiracy.”

Therefore, all that remains for my law firm to address is Ms. Hunt’s “Amended Objections to Plaintiff’s Motion – To Substitute Counsel / Response.”

Ms. Hunt’s “Amended Objections” do not constitute a motion, so the Court should not treat it as a request for a court order or for any action on the part of the Court. *See* Rule 7(b)(1), SCRPC (“An application to the court for an order shall be by motion ...”). Ms. Hunt is a South Carolina-licensed attorney² and has demonstrated repeatedly throughout this litigation that she knows that a motion is necessary in order to obtain a court order.

The crux of Ms. Hunt’s “Amended Objections to Plaintiff’s Motion – To Substitute Counsel / Response” appears to be that my law firm converted its corporate structure from a professional corporation to a limited liability company during the pendency of this case, and that the Consent Order of Substitution of Counsel relieved the limited liability company as counsel for plaintiff. This is a frivolous position and the same issue Ms. Hunt raised in both the Rule 59 and Rule 60 motions that Judge Culbertson denied on November 17, 2021.

Because the “Amended Objections to Plaintiff’s Motion – To Substitute Counsel / Response” is not a motion and because the frivolous issue raised therein has already been decided (correctly) by Judge Culbertson, there is nothing left for the Court to rule upon with respect to the Consent Order of Substitution of Counsel.

Ms. Hunt’s “Amended Objections to Plaintiff’s Motion – To Substitute Counsel / Response” and other filings throughout this case remind me of the conduct of Dr. Cynthia Holmes, M.D., as reported in *Holmes v. E. Cooper Cmty. Hosp., Inc.*, 408 S.C. 138, 758 S.E.2d 483 (2014), where Dr. Holmes, who was also a licensed attorney, was sanctioned for filing successive frivolous lawsuits³, continually asserting meritless positions, and needlessly prolonging litigation.

² Ms. Hunt’s South Carolina Bar Number is 65408.

³ This foreclosure action is the fourth lawsuit between Ms. Hunt and BB&T. *See Hunt v. Branch Banking and Trust Company et al.*, C/A # 4:09-cv-02151-JMC (D.S.C. filed Aug. 13,

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Finally, I would like to add that my firm and I were honored to represent BB&T in the foreclosure action, and we were respectful of BB&T's desire to change counsel.

With respect to any future filings by Ms. Hunt concerning the Consent Order of Substitution of Counsel, I would respectfully request that any court-mandated responses be requested only from Brock & Scott, PLLC, as my law firm has been discharged from its representation in this case by both BB&T and a court order.

If I can be of any further assistance to you or your staff, please do not hesitate to contact me. With kind regards, I am

Very truly yours,



Sean M. Foerster

cc via regular mail and email to cbtucker@sccoast.net

Cindy B. Hunt
195 D Willow Green Drive
Conway, South Carolina 29526

cc via regular mail and email to Chad.Burgess@brockandscott.com

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

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HORRY COUNTY
2024 MAY -6 P 2:02
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

2009); *Hunt v. Branch Banking and Trust Company et al.*, C/A # 4:11-cv-00870-MGL (D.S.C. filed Apr. 12, 2011); *Hunt v. Branch Banking and Trust Company*, C/A # 4:12-cv-02216-MGL (D.S.C. filed Aug. 6, 2012). The District Court dismissed all three of Ms. Hunt's federal lawsuits against BB&T.

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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.

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HORRY COUNTY
2022 MAY -6 P 2:02
CLERK OF COURT
HORRY COUNTY, SC
**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.

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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]

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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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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))
_____)

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RENEE N. ELVIS
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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

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HORRY COUNTY, SC

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

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HORRY COUNTY, SC

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Affidavit of Attorney Fees and Costs

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

1. The matters contained herein are based upon my personal knowledge.
2. I am an attorney licensed in the State of South Carolina. SC Bar # 65408.

Attorney Fees and Costs:

For lawsuit #s 1-3

see exhibit # 46 at pp. 1577-1586

Costs:

\$3405.00

Attorney Fees to

Attorneys Valtorta and Ballard: **\$8000.00**

Attorney Fees to Hunt: **\$ 2, 665,500.00.**

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Horry County, SC

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Lawsuit #4:

Reviewing and researching the Affidavits of Non Service; and drafting the 7/30/2013 **Objection to Affidavit of Non Service with exhibits; and**

Researching and drafting
Motion for Injunction; and

2330

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Reviewing and researching the Foreclosure
Complaint; and drafting the 8/2/2013 **Answer,
Counterclaims with exhibits; and**

Reviewing and researching the Foreclosure
Complaint; and drafting the 8/2/2013 **motion for
summary judgment; and**

Researching and drafting 8/12/2013
**Motion for Injunction Quash re Order of
Publication; and**

Researching and drafting 8/13/2013
Waiver of Service of Process; and

Researching and drafting 8/21/2013
Motion to alter or amend; and

Researching and drafting 8/21/2013
Motion For Restraining Order; and
Researching and drafting 9/9/2013
Motion to alter or amend; and

Researching and drafting 9/9/2013
Motion for Default Judgment; and

Researching and drafting 9/19/2013
**Response/Motion to Dismiss/Motion to Strike
with exhibits; and**

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Researching and drafting 10/17/2013
Motion/Strike at pp. 1812-1813; and

Researching and drafting 10/17/2013
Response to Proposed Motion for Order of Reference; and

Researching and drafting 10/22/2013
Motion Contempt / Strike; and

Researching and drafting 10/22/2013
Motion for Production of Note; and

Researching and drafting 11/15/2013
Motion to Alter or Amend the Order of Reference; and

Researching and drafting 12/02/2013
Response to Motion for Scheduling Order; and

Researching and drafting 12/23/2013
Response to Notice of Hearing on Motion for Scheduling Order; and

Researching and drafting 1/2/2014

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**Supplement to Response re
Scheduling Order; and**

Researching and drafting 1/3/2014
Motion for Default Judgment; and

Researching and drafting 1/7/2014
Motion for Continuance;

Drafting 1/27/2014
Notice of 2/6/2014; and

Preparing and attending
2/17/2014 Scheduling Order
Hearing; and

Drafting
Notice for 4/21/2014 Hearing; and

Drafting 5/20/2014
Notice of Hearing; and

Brief dated 10/16/2014 from 5/20/2014
Hearing at pp. 1119-1178;

Drafting 5/19/2014
Affidavit at pp. 1835-1838; and

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HORRY COUNTY, SC

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Researching and drafting 6/6/2014
Motion for Sanctions; and

Researching and drafting 6/6/2014
Amended Counterclaims at pp. 299-338; and

Researching and drafting 7/15/2014
Affidavits of Default at pp. 433-492; and

Certificate of Service 7/15/2014
at pp. 539-544; and

Drafting on 8/6/2014 the 9/17/2014
Notice of Sanctions Hearing; and

Researching and drafting 9/17/2014 Brief on
motion for sanctions – 36 pages; and
Researching and drafting 9/30/2014
Motion for EOD / Default at pp. 533-538;

Drafting Certificate of Service 9/30/2014
at pp. 539-544; and

Drafting and mailing 9/30/2014
Notice of 10/14/2014
Hearing at pp. 545-546;

Brief dated 10/16/2014 from 10/14/2014
Hearing at pp. 1179-1224; and

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CLERK OF COURT
HORRY COUNTY, SC

2334 6086 59

Researching and drafting 10/30/2014
Motion to alter or amend at 1073-1086; and

Researching and drafting 11/10/2014
Notice of Removal at pp. 1110-1118;

Researching and drafting 12/22/2014
**Response to Motion to Remand
at pp. 1847-1870;**

Researching and drafting 5/27/2015
**Motion under
SCRCP 41 at pp. 1087-1094;**

Drafting 7/27/2015 letter to HC Clerk of Court
at pp. 1887-1891; and

Researching and drafting 8/11/2015
Motion at pp. 1095-1100; and
Researching and drafting 8/11/2015
Motion at pp. 1101-1106; and

Drafting 8/27/2015 Email to BBT / Judge
at pp. 1885-1886; and

Drafting 11/9/2015 Affidavit
at pp. 1897-1898; and

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Drafting Notice of 11/10/2015
Hearing; and

Transcript of 11/10/2015
Hearing at 959-1072; and

Brief from 11/10/2015
**Hearing at pp. 1224-1270
and exhibits; and**

Drafting 2/26/2016 Email to BBT / Judge
at pp. 1929-1931; and

Drafting 6/17/2016 Email to BBT / Judge
at pp. 1906-1928.

Lawsuit #4 attorney fees:
6100 hrs x \$250.00 per hour = \$1, 525,000.00

August 14, 2017 Appeal

Drafting 7/25/2016
Notice of Appeal; and

Drafting 10/4/2016
Motion for Extension of Time; and

Research and Drafting 12/19/2016
Appellant Brief for Appeal; and

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HORRY COUNTY, SC

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Research and Drafting 12/19/2016

Designation of Matter For the Record on Appeal; and

Drafting 2/15/2017

Motion for Extension of Time; and

Research and Drafting 3/28/2017

Appellant Amended Initial Brief; and

Drafting 6/7/2017

Motion for Less than 15 Copies; and

Research, Drafting and Compiling 8/14/2017

Appellant Brief for Appeal:

3,360 x \$275.00 = \$ 924, 000.00

Petition for Rehearing of December 18, 2019

Opinion of the South Carolina Court of Appeal:

Research and Drafting 12/30/2019

Motion / Petition for Rehearing:

182 hrs x \$275.00 = \$ 50, 050.00

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HORRY COUNTY, SC

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Costs for lawsuit # 4, appeal and Petition:

Sanctions: \$ 12,803,874.00

Transcripts: \$ 3898.35

Printing: \$ 2321.40

Mailing: \$ 527.82

Filing Fees: \$ 1050.00

Lawsuit #4 Costs: \$ 12,811,671.57

Lawsuit #4 Attorney Fees: 1, 525,000.00

Research and Drafting
And compiling 8/14/2017

Appellant Brief for Appeal: \$ 924, 000.00

Petition for Rehearing of December 18, 2019 Opinion
of the South Carolina Court of Appeal:

Researching, Drafting and compiling
12/31/2019

Motion / Petition for Rehearing: ~~\$50,050.00~~

Total Lawsuit #4 Attorney Fees: \$2,499,050.00

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HORRY COUNTY, SC

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Attorney Fees For lawsuits # 1-4:

\$8,000.00
\$2, 665,500.00
\$2, 499,050.00
\$ 5, 172,550.00

Attorney Fees and Costs in lawsuits # 1-4:

\$5,172,550.00
\$12,803,874.00
\$3,405.00
\$7,797.57
\$17,987,626.57; and cancel the
Sherman and Hunt mortgages.

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CLERK OF COURT
HORRY COUNTY, SC

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Lawsuit #4: After Remit

Attorney Fees.

10/28/2020 Motion: **Rule 11 (1956-1973)** and Memorandum # **1** (11 pgs.) Researching and Drafting.

10/28/2020 Motion: **Abuse of Process** (1974-1980) and Memorandum # **2** (10 pgs.) Researching and Drafting.

10/28/2020 Motion: **Obj To Plaintiff's Motion** (1981-1985) and Researching and Drafting.

11/5/2020 Motion: **Amended Obj ... Motion** (1986-2005) and Memorandum # **3** (8 pgs.) Researching and Drafting.

12/17/2020 Motion: **Rule 60, Fraud upon the Court, Civ Cons** (2006-2069) and Memorandum # **4** (28 pgs.) Researching and Drafting.

10/18/2021 EMAIL (2070-2074) Researching and Drafting.

10/22/2021 EMAIL (2075-2077) Researching and Drafting.

10/27/2021 Motion: **Rule 59: re Order filed on 11/5/2020** (2078-2110) and Memorandum # **5** (17 pgs.) Researching and Drafting.

10/29/2021 EMAIL (2111-2112) Researching and Drafting

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Lawsuit #4: After Remit

Attorney Fees.

11/4/2021 Motion: **Rule 60: re Order filed on 11/5/2020** (2113-2172) and Memorandum # **6** (11 pgs.) Researching and Drafting.

5/26/2022 Motion: **Rule 59: re Order filed on 5/10/2022** (2239-2271) and Memorandum # **7** (9 pgs.) Researching and Drafting; and EMAILS at 2503-2505.

6/3/2022 Writ of Mandamus: Researching and Drafting (34 pgs.).

6/14/2022 Amended Motion/Petition for Writ of Mandamus: Researching and Drafting (51 pgs.).

11/30/2023 Amended Reply to Brief in Response to Defendant's Motion. Researching and Drafting (5 pgs.).

Mailed on 1/9/2024: 1/16/2024 Motion: **Lack of Subject Matter Jurisdiction, etc.** (5001-5031) and Memorandum # **8** (9 pgs.) Researching and Drafting.

From 10/28/2020 to 5/6/2024.

TOTAL 7280hr x 250.00 = \$1,820,000

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HORRY COUNTY, SC

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RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

CB Hunt

Signature: CB Hunt

Sworn to and subscribed before me this
3 Day of May 2023

Lisa B. Thompkins Lisa B. Thompkins
Horry County

Notary Public State of South Carolina

My Commission expires 3-1-2026

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

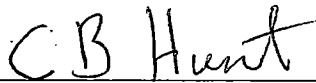
Proof of Service: I hereby certify that on Aug. 4, 2024 I have served the Amended REPLY to Motion Supersedeas by depositing a copy in the United States Mail, postage pre-paid, addressed to the following:

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

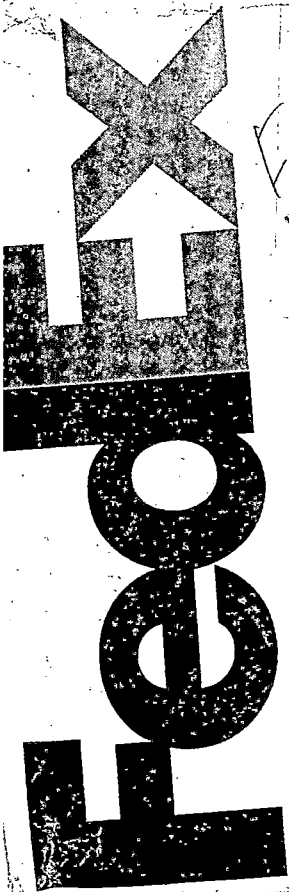
To: Brook Dangerfield - US mailed
Chad Burgess
Brock & Scott, PLLC
3800 Fernandina Road Suite 110
Columbia., SC 29201

RECEIVED
AUG 12 2024
SC Court of Appeals

Thank You,



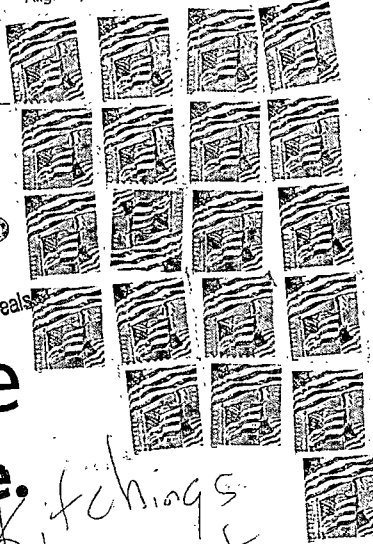
Cindy B. Hunt, Pro Se (S.C. Bar #65408)
195 D Willow Green Drive Conway, S. C. 29526
843 488-1131



From C B Hunt
195 D Willow Green Dr
Conway, SC 29526

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SC Court of Appeals

Align top of FedEx Express® shipping label here.



Envelope
Recycle me.

10° Junny Kitchings
1220 Senate Street
Columbia, SC 29201