

RECEIVED

Sep 18 2024

SC Court of Appeals

Exhibit

AFFIDAVIT OF LOST NOTE

BEFORE ME, the undersigned authority, personally appeared **Carolyn Brantley**, who after being duly sworn, under oath, deposes and says that the following statements are true and correct:

1. The United States of America is the owner and holder, as mortgagee, of that certain mortgage executed by Real Estate Mortgage Network, recorded in Official Records Book 760, Page 243, securing a Promissory Note in the original principal sum of \$242,526.00

and encumbering the following described real property:

ALL that certain piece, parcel or lot of land, situate, lying and being in Ridgeland, Jasper County, South Carolina, designated as Lot 13, Oak Plantation Commons, Phase 1 as shown on plat prepared by TGS Land Surveying, Thomas G, Stanley, P.L.S., dated August 1, 2001, a copy of which is duly recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Plat Book 26 at Page 139. For a more complete description as to meets and bounds, courses and distances, reference is made to the above-referred to plat record.

This being the same property conveyed to CAROLYN BRANTLEY by deed of Mitchell E. St. John and Linda St. John dated August 31, 2009 and recorded herewith in the Register of Deeds Office for Jasper County.

TMP: 064-04-00-013

2. The Promissory Note was forfeited to the United States of America from the original holder thereof pursuant to the day she autographed and surrendered the original Promissory Note, later acknowledged by a "Foreclosure Sale Order", in Case number 2022CP2700306 in the Jasper County Court of Common Pleas.
3. The original Promissory Note has been lost and has not been able to be located despite diligent search and inquiry.
4. The original holder of the Note has stated under oath that original holder of the Note did sell, transfer, assign, pledge, encumber, divest or alienate said holder's interest, as owner and holder of the Promissory Note and Mortgage hereinabove described.
5. The United States of America, as the owner and holder of said Promissory Note and Mortgage, has full authority, right and power to execute an Assignment of the Promissory Note and Mortgage.

6. The United States of America hereby indemnifies Carolyn Brantley and Old Republic National Title Insurance Company, against any loss or damage, including court costs and attorneys' fees, which the indemnified parties might suffer in the event a third party attempts to enforce the lien of the Mortgage based on ownership of the lost Promissory Note. **FURTHER AFFIANT SAYETH NOT.**

United States of America

By: Carolyn Brantley

STATE OF SOUTH CAROLINA)

SS

COUNTY OF JASPER)

Carolyn Brantley **I HEREBY CERTIFY** that the foregoing instrument was acknowledged before me by Carolyn Brantley, who is personally known to me 18th day of September, 2024

CATHLEEN H. MERVIN
Notary Public
State of South Carolina
My Commission Expires November 6, 2025

Cathleen Mervin
Notary Public
Printed name: Cathleen Mervin

Exhibit

58020.F51159

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

Nationstar Mortgage LLC d/b/a Mr. Cooper,

PLAINTIFF,

vs.

Carolyn Brantley; The United States of America acting by and through its agency, the Secretary of Housing and Urban Development; The United States of America acting by and through its agency, the Internal Revenue Service; South Carolina Department of Revenue; and T.N.S. LTD., LLC,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2022CP2700306

**AMENDED ORDER AND JUDGMENT
OF FORECLOSURE AND SALE
(DEFICIENCY WAIVED)**

TO: Thomas A. Shook
FINKEL LAW FIRM LLC
Attorneys for the Plaintiff

ANSWERING DEFENDANTS:
Robert M. Sneed
Assistant U.S. Attorney
Kiera C. Dillon
Counsel for South Carolina DOR

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master or special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held and was attended by counsel. The testimony was taken, which is reported herewith. From the testimony and evidence, I find, conclude and order as follows:



FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Based upon the documents previously filed, Plaintiff has complied with the provisions of South Carolina Supreme Court Administrative Order 2011-05-02-01.
2. The Lis Pendens was filed on July 12, 2022.
3. The Summons and Complaint were filed on July 12, 2022.
4. An Order of Publication was issued by the Court and filed on January 13, 2023.
5. Service was made upon the Defendant(s) named in this Report as is shown by the proof(s) of service filed herein.
6. Carolyn Brantley and T.N.S. LTD., LLC, are in default as shown by Affidavit(s) on file herein.
7. Robert M. Sneed, Assistant U.S. Attorney, served Answer(s) on the Plaintiff, which is on file herein.
8. Kiera C. Dillon, counsel for the South Carolina Department of Revenue, served Answer(s) on the Plaintiff, which is on file herein.
9. All of the defendants herein and/or all attorneys of record were notified of the time, date and place of the hearing in this matter.
10. According to the Affidavit filed herein, the Defendant(s) Carolyn Brantley is not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.
11. For value received, Carolyn Brantley made, executed, and delivered a Note dated September 4, 2009, promising thereby to pay to the order of Real Estate Mortgage Network, Inc., the sum of \$242,526.00, together with interest pursuant to the terms of the Note and any extensions, amendments, or modifications thereto. Other terms and conditions are stated in the Note, which is of record herein.
12. To better secure the payment of the Note described above, Carolyn Brantley made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Real Estate Mortgage Network, Inc., a Mortgage in writing, dated September 4, 2009, covering real property in Jasper County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Deeds for Jasper County September 10, 2009, in Book 760 at Page 243.



13. This Mortgage is a first mortgage lien on the subject property and is a Purchase Money Mortgage.

14. This Mortgage was assigned to Plaintiff by instruments recorded on:

- a. March 7, 2012, in Book 823 at Page 723.
- b. January 9, 2013, in Book 842 at Page 369.

15. By agreement recorded May 5, 2015, in Book 895 at Page 6, the parties modified the terms of the original note and mortgage.

16. The titleholder of record to the subject property as of the filing of the Lis Pendens in this action is Carolyn Brantley.

17. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

18. Counsel for Plaintiff filed an affidavit as to attorney's fees and costs in this case, which was not contested, and, therefore, I find as fact herein. Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of \$4,050.00 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action. The plaintiff has advanced \$2,817.50 to its counsel as partial payment of the attorney's fee, and this amount is included in the corporate advances.

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

Principal Balance	\$215,454.07
Interest to December 5, 2023 at 4.125%	69,215.96
Property Inspections	510.00
Appraisal	900.00
Legal Fees and Costs	18,784.32
Hazard Balance	16,449.31
Tax Advance	11,755.72
PMI	4,785.42
NSF	20.00

Other Fees	25.00
Cost of Collection prior to hearing	8.53
Attorney Fees(awarded but unpaid)	<u>1,232.50</u>

TOTAL DEBT secured by Note and Mortgage, including interest to date shown \$339,140.83

Interest for the period from December 5, 2023, as shown above at the rate of 4.125% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 4.125% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

20. Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto Plaintiff, including costs and Attorney's fees.

21. These defendants may claim an interest in the subject property:

- a. The United States of America acting by and through its agency, the Secretary of Housing and Urban Development, by virtue of its mortgage from Carolyn Brantley in the amount of \$70,250.00, recorded May 5, 2015, in Book 895 at Page 1;
- b. The United States of America acting by and through its agency, the Internal Revenue Service, by virtue of its tax liens against Carolyn Brantley:
 - (i) in the amount of \$58,029.04, serial number 935910113, filed May 6, 2013, in Book 850 at Page 38; and
 - (ii) in the amount of \$182,977.90, serial number 303142518, filed April 16, 2018, in Book 974 at Page 817;
- c. South Carolina Department of Revenue by virtue of its lien against Carolyn Brantley in the amount of \$1,753.67, filed May 31, 2019, lien ID 564000;
- d. T.N.S. LTD., LLC, as declarant, and by virtue of any accruing annual or special assessments pursuant to the provisions of the Declaration of Covenants, Conditions, Restrictions recorded November 21, 2002, in Book 265 at Page 76, and any amendments thereto.

The interests of these defendants are junior and subordinate to Plaintiff's first mortgage lien.

22. The defendant Carolyn Brantley as herself or through various aliases claims or may attempt to claim further interests in the property through numerous documents she has filed or caused to be filed with the Register of Deeds that embrace various "sovereign citizen"¹ theories or have or are designed to frustrate Plaintiff's rights in the subject property and the Court's adjudication of those rights. The Court finds these documents are materially false or fraudulent or are a sham legal process (see also S.C. Code Ann. § 30-9-30(B)(2)), and upon receipt of a filed copy of this Order, the Register of Deeds should annotate and/or update its indices to provide record notice that the following filings (shown by the recording date, book, and page) have been *invalidated* by this Court Order:

- a. June 28, 2007, in Book 565 at Page 291;
- b. June 28, 2007, in Book 565 at Page 295;
- c. February 10, 2009, in Book 721 at Page 161;
- d. February 10, 2009, in Book 721 at Page 164;
- e. February 10, 2009, in Book 721 at Page 181;
- f. September 24, 2010, in Book 796 at Page 461;
- g. June 29, 2012, in Book 830 at Page 170;
- h. June 29, 2012, in Book 830 at Page 174;
- i. June 29, 2012, in Book 830 at Page 190;
- j. June 29, 2012, in Book 830 at Page 193;
- k. August 17, 2012, in Book 832 at Page 958;
- l. May 21, 2013, in Book 851 at Page 34;
- m. May 21, 2013, in Book 851 at Page 35;
- n. September 9, 2013, in Book 858 at Page 47;
- o. December 16, 2014, in Book 885 at Page 629;
- p. February 4, 2015, in Book 889 at Page 451;
- q. April 16, 2015, in Book 893 at Page 820;
- r. April 16, 2015, in Book 893 at Page 829;

¹ The Sovereign Citizen movement has been uniformly rejected as legally frivolous by numerous courts across the country. "So-called sovereign citizens believe that they are not subject to government authority and employ various tactics in an attempt to, among other things, avoid paying taxes, extinguish debts, and derail criminal proceedings." Gravatt v. United States, 100 Fed. Cl. 279, 282 (2011); see El Ameen Bey v. Stumpf, 825 F.Supp.2d 537, 540-548 (D. N.J. 2011) (describing interplay of Moorish-American and Sovereign Citizen movements and holding plaintiff's reliance on Treaty with Morocco, or "Treaty of Peace and Friendship 1787" in civil suit raising claims against bank in order to assert interest in real property facially frivolous); United States v. Mitchell, 405 F. Supp. 2d 602, 604 (D. Md. 2005) (describing "flesh and blood defense" and its anti-government roots); see also United States v. Singleton, 2004 U.S. Dist. LEXIS 8234, 2004 WL 1102322, *3 (N.D.Ill. May 7, 2004) (denying motion to dismiss for lack of jurisdiction based on argument that defendant was "a flesh and blood man."); United States v. Secretary of Kansas, 2003 U.S. Dist. LEXIS 19539, 2003 WL 22472226 (D.Kan. Oct. 30, 2003) (criminal defendant who filed a lien against property owned by federal judge sought dismissal of injunctive action filed by United States because he was "a flesh and blood man."); Reeves v. United States, 105 F.3d 621 (Fed.Cir.1997) (describing an attempt to avoid payment of federal income taxes); United States v. Schneider, 910 F.2d 1569 (7th Cir.1990) (describing an attempt to present a defense in a criminal trial); Bryant v. Wash. Mut. Bank, 524 F.Supp.2d 753 (W.D.Va.2007) (describing an attempt to satisfy a mortgage).

- s. April 17, 2015, in Book 893 at Page 873;
- t. July 14, 2015, in Book 900 at Page 777;
- u. August 11, 2015, in Book 902 at Page 664;
- v. January 6, 2016, in Book 912 at Page 928;
- w. June 24, 2016, in Book 924 at Page 218;
- x. July 18, 2016, in Book 925 at Page 503;
- y. July 18, 2016, in Book 925 at Page 504;
- z. September 13, 2016, in Book 929 at Page 746;
- aa. January 16, 2018, in Book 968 at Page 289;
- ab. February 16, 2018, in Book 970 at Page 304;
- ac. September 21, 2018, in Book 985 at Page 650;
- ad. October 1, 2018, in Book 986 at Page 456;
- ae. May 10, 2019, in Book 1005 at Page 656;
- af. July 29, 2019, in Book 1013 at Page 410;
- ag. September 9, 2019, in Book 1016 at Page 954; and,
- ah. March 30, 2020, in Book 1036 at Page 907.

IT IS THEREFORE ORDERED:

1. Upon receipt of a filed copy of this Order, the Register of Deeds for Jasper County is hereby ordered to annotate and/or update its indices to provide record notice that the filings shown in Paragraph 22(a) through 22(ah) shown above have been and are *invalidated* by this Court Order.

2. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$339,140.83, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.

3. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 4.125%.

4. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be canceled.



5. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Clerk of Court or his/her agent, under the direction of the Special Referee, at public auction, at the Jasper County Courthouse, Ridgeland, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

- A. **FOR CASH:** The Clerk of Court will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.
- B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 4.125%.
- C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record, and to the right of the United States of America to redeem the property within 120 days from the date of the foreclosure sale pursuant to Sec. 2410(c), Title 28, United States Code.
- D. This Mortgage is a first priority lien on the subject property and is a Purchase Money Mortgage.
- E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

6. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Clerk of Court only the amount of the costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.

7. The Clerk of Court will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 20 days after date of sale, then the Clerk of Court may advertise the said premises for sale on the next, or some other



subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

8. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

9. That the Clerk of Court will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

NEXT: To the payment of Plaintiff, or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus funds will be held pending further order of the Court.

10. **IT IS FURTHER ORDERED** that in the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and upon issuance of a Writ of Assistance by this Court, the Sheriff of Jasper County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

11. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said premises, upon full compliance with the bid, Purchaser is authorized to remove therefrom all furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property, being deemed abandoned, shall be removed by Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.



12. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof, except as to the right of the United States to redeem the property as set forth herein.

13. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

14. **IT IS FURTHER ORDERED** that the Special Referee will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

15. Any sale pursuant to this order is *without* warranty of any kind. Neither Plaintiff nor Court warrant title to any third-party purchaser. All third-party purchasers are made parties to this action and are deemed to have notice of all matters disclosed by the public record, *including* the status of title. See Ex parte Keller, 185 S.C. 283, 194 S.E. 15 (1937); Wells Fargo Bank, NA v. Turner, 378 S.C. 147, 662 S.E.2d 424 (Ct. App. 2008).

16. The Special Referee shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Carolyn Brantley to Mortgage Electronic Registration Systems, Inc., as nominee for Real Estate Mortgage Network, Inc. dated September 4, 2009 and recorded in the Office of the Register of Deeds for Jasper County on September 10, 2009 in Book 760 at Page 243.

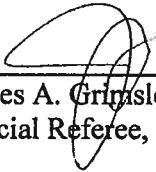


17. The following is a description of the premises herein ordered to be sold:

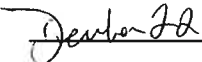
All that certain piece, parcel, or lot of land, situate, lying and being in Ridgeland, Jasper County, South Carolina, designated as Lot 13, Oak Plantation Commons, Phase I, as shown on a subdivision plat of Oak Plantation Commons, Phase I, prepared by TGS Land Surveying, Thomas G. Stanley, PLS, dated August 1, 2001, a copy of which is recorded in the Register of Deeds for Jasper County, South Carolina in Plat Book 26 at Page 139. For a more complete description as to metes, bounds, courses and distances, reference is made to the above referred plat of record.

TMS No: 062-04-00-013
Property Address: 200 Oak Plantation Drive, Ridgeland, SC 29936

This being the same property conveyed to Carolyn Brantley by deed of Linda St. John and Mitchell E. St. John, dated August 31, 2009, recorded in the Office of the Register of Deeds for Jasper County September 10, 2009, in Deed Book 760 at Page 240.



James A. Grimsley, III,
Special Referee, Jasper County

, 2023
Beaufort, South Carolina

Exhibit

Carolyn Brantley
200 Oak Plantation Drive
Ridgeland, SC 29936
Phone: 843-812-4724

**IN THE COURT OF COMMON PLEAS
STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

NATIONSTAR MORTGAGE LLC, DBA
MR. COOPER
PLAINTIFF
VS

CASE NO 2022CP2700306

Carolyn Brantley, et al.
Defendant

JURY TRIAL DEMANDED
OBJECTION:

(WITH MEMORANDUM IN SUPPORT)

**OBJECTION TO JUDGMENT RENDERED DECEMBER 11, 2023 AGAINST
DEFENDANT Carolyn Brantley with Supporting Memorandum**

PLEASE TAKE NOTICE, that **Carolyn Brantley** hereby **OBJECTS**
to the following instrument(s) or subject matter:

MATTER OBJECTED TO:

ORDER AND JUDGMENT OF FORECLOSURE SALE DATED DECEMBER 11, 2023

ISSUE:

BASIS OF OBJECTION:

ARGUMENT:

I. THE COURT LACKS SUBJECT MATTER JURISDICTION AND PERSONAL JURISDICTION OVER A STANDARD FORECLOSURE CASE AFTER A CHAPTER 7 DISCHARGE

II. THE JUDGMENT VIOLATES DEFENDANT'S CONSTITUTIONAL RIGHTS TO THE BANKRUPTCY DISCHARGE AS PLAINTIFF IS BARRED FROM THE COLLECTION OF DEBT AND THIS WILL PREJUDICE THE DEFENDANT CAROLYN BRANTLEY

III. NATIONSTAR MORTGAGE, LLC DBA MR. COOPER LACKS STANDING TO BRING AN ACTION FOR FORECLOSURE AGAINST A DEFENDANT WHO HAS BEEN GRANTED A DISCHARGE ORDER UNDER U.S. BANKRUPTCY LAW

IV. THE FORECLOSURE JUDGMENT IS VOID AS A MATTER OF LAW

V. THE JUDGMENT WILL SEVERALLY PREJUDICE THE DEFENDANT IF NOT VACATED

➡ 1. THERE IS NO SUBJECT MATTER JURISDICTION IN THIS FORECLOSURE CASE BECAUSE NO ACTUAL MORTGAGE EXIST AFTER A CHAPTER 7 DISCHARGE & FURTHER PLAINTIFF IS BARRED FROM THE COLLECTION OF DEBTS AGAINST DEFENDANT/DEBTOR CAROLYN BRANTLEY

➡ 2. THE JUDGMENT VIOLATES FEDERAL LAW AND DEFENDANT'S U.S. CONSTITUTIONAL RIGHTS TO THE BANKRUPTCY DISCHARGE

➡ 3. THE FILING OF THIS CASE AGAINST DEFENDANT'S IS A COMPLETE NULLITY AS IT VIOLATES THE FEDERAL BANKRUPTCY DISCHARGE INJUNCTION

➡ 4. VOID JUDGMENTS ARE UNENFORCEABLE AND MAY BE VACATED AS A MATTER OF LAW

➡ 5. IMPACT OF THE JUDGMENT ON DEFENDANT FINANCIAL STATUS WOULD BE DEVASTATING

The Objection is further made on the basis that the above matter is an insufficient defense, redundant matter, immaterial, impertinent, and/or scandalous matter and plaintiff respectfully moves to strike the matter as it will unfairly prejudice the case.

Dated: December 27, 2023

Respectfully Submitted,

Carolyn Brantley
200 Oak Plantation Drive
Ridgeland, SC 29936

TABLE OF CONTENTS:

OBJECTION.....i

I. INTRODUCTION.....1

A United States Bankruptcy is currently in Effect from a Recent Discharge Order

II. GROUNDS & RELIEF SOUGHT1

III. STATEMENT OF THE CASE.....2

IV. ISSUES PRESENTED.....2

I. THE COURT LACKS SUBJECT MATTER JURISDICTION AND PERSONAL JURISDICTION OVER A STANDARD FORECLOSURE CASE AFTER A CHAPTER 7 DISCHARGE2

II. THE JUDGMENT VIOLATES DEFENDANTS CONSTITUTIONAL RIGHTS TO THE BANKRUPTCY DISCHARGE AS PLAINTIFF IS BARRED FROM THE COLLECTIONS OF DEBT AND THIS WILL PREJUDICE THE DEFENDANT CAROLYN BRANTLEY ..2

III. NATIONSTAR MORTGAGE, LLC DBA MR. COOPER LACKS STANDING TO BRING AN ACTION FOR FORECLOSURE AGAINST A DEFENDANT WHO HAS BEEN GRANTED A DISCHARGE ORDER UNDER U.S. BANKRUPTCY LAW ..2

IV. THE FORECLOSURE JUDGMENT IS VOID AS A MATTER OF LAW2

V. SUMMARY OF THE ARGUMENT2

VI. MEMORANDUM IN SUPPORT.....2

VII. STATEMENT OF ISSUES

1. THERE IS NO SUBJECT MATTER JURISDICTION IN THIS FORECLOSURE CASE BECAUSE NO ACTUAL MORTGAGE EXIST AFTER A CHAPTER 7 DISCHARGE & FURTHER PLAINTIFF IS BARRED FROM THE COLLECTION OF DEBTS AGAINST DEFENDANT/DEBTOR CAROLYN BRANTLEY2

2. THE JUDGMENT VIOLATES FEDERAL LAW AND DEFENDANT'S U.S. CONSTITUTIONAL RIGHTS TO THE BANKRUPTCY DISCHARGE3

3. THE FILING OF THIS CASE AGAINST DEFENDANTS IS A COMPLETE NULLITY AS IT VIOLATES THE FEDERAL BANKRUPTCY DISCHARGE INJUNCTION5

4. VOID JUDGMENTS ARE UNENFORCEABLE AND MAY BE VACATED AS A MATTER OF LAW7

VIII. POINTS AND AUTHORITIES.....10

IX. CONCLUSION & PRAYER.....12

THE VOID ORDER SHOULD BE SET ASIDE AND THE JUDGMENT VACATED IN ITS ENTIRETY

PROPOSED ORDERAttached

ORDER GRANTING MOTION TO SET-ASIDE FORCLOSURE JUDGMENT

List of Exhibits (Request For Judicial Notice).....Attached

Proof of ServiceAttached

Certificate of Conference..... N/A

A United States Bankruptcy is currently in Effect from a Recent Discharge Order

This case originated with the filing of a foreclosure action by Plaintiff, Nation Star Mortgage LLC, dba Mr. Cooper, filed a foreclosure against Defendant, Carolyn Brantley, concerning the property located at 200 Oak Plantation Dr, Ridgeland SC 29936.

The foreclosure action, initiated under Case No. 2022CP2700306 sought to enforce the mortgage obligations allegedly defaulted by the Defendant. Subsequent to the initiation of the foreclosure proceedings, but prior to the conclusion of the case, the Defendant filed for bankruptcy under Chapter 7 of the United States Bankruptcy Code. In the course of the bankruptcy proceedings, the Defendant received a discharge order Case Number 19-05734-DD, issued by U.S. Bankruptcy Court. This discharge order, a crucial legal development, encompassed the discharge of numerous debts, including those pertinent to the mortgage obligation at the center of the current foreclosure action. Notwithstanding the bankruptcy discharge, the foreclosure action proceeded, culminating in a judgment favoring the Plaintiff. This judgment, however, did not account for the significant alteration in the Defendant's debt obligations brought about by the bankruptcy discharge. As a result, the enforceability and validity of this judgment have come under serious legal scrutiny.

IV. ISSUES PRESENTED

I. THE COURT LACKS SUBJECT MATTER JURISDICTION AND PERSONAL JURISDICTION OVER A STANDARD FORECLOSURE CASE AFTER A CHAPTER 7 DISCHARGE

II. THE JUDGMENT VIOLATES DEFENDANTS CONSTITUTIONAL RIGHTS TO THE BANKRUPTCY DISCHARGE AS PLAINTIFF IS BARRED FROM THE COLLECTIONS OF DEBT AND THIS WILL PREJUDICE THE DEFENDANT CAROLYN BRANTLEY

III. NATIONSTAR MORTGAGE, LLC DBA MR. COOPER LACKS STANDING TO BRING AN ACTION FOR FORECLOSURE AGAINST A DEFENDANT WHO HAS BEEN GRANTED A DISCHARGE ORDER UNDER U.S. BANKRUPTCY LAW

IV. THE FORECLOSURE JUDGMENT IS VOID AS A MATTER OF LAW

V. THE JUDGMENT WILL SEVERALLY PREJUDICE THE DEFENDANT IF NOT VACATED

SUMMARY OF THE ARGUMENT

1 Lack of Subject Matter Jurisdiction Post-Chapter 7 Discharge: The argument
2 asserts that the court lacks subject matter jurisdiction in this case because the
3 mortgage in question no longer exists in an enforceable form following the Chapter 7
4 bankruptcy discharge of Defendant, Carolyn Brantley. The discharge effectively
5 nullifies the personal liability under the mortgage, thus questioning the court's
6 authority to proceed with foreclosure against defendant Carolyn Brantley.
7

8 Violation of Federal Law and Constitutional Rights: The judgment is argued to be in
9 violation of federal bankruptcy laws and the U.S. Constitutional rights of the
10 Defendant. Specifically, it contravenes the protective provisions of the bankruptcy
11 discharge, which are designed to offer a fresh financial start to debtors, free from
12 previous obligations.

13 Lack of Standing by Mr. Cooper: It is contended that Mr. Cooper lacks the legal
14 standing to initiate a foreclosure action against the Defendant post-bankruptcy
15 discharge. The argument is based on the premise that the bankruptcy discharge
16 extinguishes Mr. Cooper's ability to enforce the discharged debt against the Defendant
17 personally.

18 Judgment as a Nullity Due to Bankruptcy Discharge: The filing of the foreclosure
19 action and the resultant judgment are argued to be a complete nullity, as they violate
20 the injunction established by the federal bankruptcy discharge. The judgment is thus
21 contended to be legally unenforceable and should be vacated.

22 Severe Prejudice to Defendant if Judgment is Not Vacated: The continuation of the
23 judgment is argued to severely prejudice Carolyn Brantley. The argument emphasizes
24 that the judgment, if left unvacated, would unfairly subject the Defendant to
25 obligations discharged in bankruptcy, causing significant financial and legal harm
26 contrary to the intentions of bankruptcy relief.
27
28

MEMORANDUM IN SUPPORT**I. THE COURT LACKS SUBJECT MATTER JURISDICTION AND PERSONAL JURISDICTION OVER A STANDARD FORECLOSURE CASE AFTER A CHAPTER 7 DISCHARGE****1. THERE IS NO SUBJECT MATTER JURISDICTION IN THIS FORECLOSURE CASE BECAUSE NO ACTUAL MORTGAGE EXIST AFTER A CHAPTER 7 DISCHARGE & FURTHER PLAINTIFF IS BARRED FROM THE COLLECTION OF DEBTS AGAINST DEFENDANT/DEBTOR CAROLYN BRANTLEY**

This argument challenges the jurisdiction of this Honorable Court in the foreclosure action initiated by Nation Star LLC, dba Mr. Cooper, against Defendant Carolyn Brantley, following her discharge under Chapter 7 of the United States Bankruptcy Code. Subject matter jurisdiction is a fundamental requirement for any court's authority to decide a case. The crux of this argument is that the discharge of debt under Chapter 7 bankruptcy significantly alters the legal landscape, potentially affecting the court's jurisdiction over subsequent foreclosure proceedings.

Effect of Chapter 7 Discharge:

Per 11 U.S.C. § 727, a discharge in Chapter 7 bankruptcy releases the debtor from personal liability for certain debts. While the lien securing the mortgage might survive, the personal liability associated with the mortgage debt is eliminated. This principle was affirmed in *Johnson v. Home State Bank*, 501 U.S. 78 (1991), where the Supreme Court recognized that a mortgage lien could survive the bankruptcy discharge.

Implication for Foreclosure Proceedings: Post-discharge, the nature of the creditor's action shifts from enforcing a debt against the debtor to enforcing the lien against the property. The case of *Dewsnup v. Timm*, 502 U.S. 410 (1992), illustrates the Supreme Court's interpretation of how a bankruptcy discharge affects a creditor's rights to enforce liens.

Jurisdictional Challenge: Given these legal precedents, particularly the distinction highlighted in *In re Zimmer*, 313 F.3d 1220 (9th Cir. 2002), the court must carefully assess its jurisdiction. The *Zimmer* case underscores the importance of differentiating between actions against the debtor's personal liability and actions against the property following a bankruptcy discharge.

This Court should critically evaluate its subject matter jurisdiction in light of the Defendant's bankruptcy discharge. As demonstrated in the aforementioned cases, a Chapter 7 discharge has profound implications on the enforceability of debts and liens, potentially stripping the court of jurisdiction in foreclosure actions aimed at recovering discharged debts. It is, therefore, respectfully submitted that the foreclosure action against Carolyn Brantley be dismissed due to the absence of subject matter jurisdiction following her bankruptcy discharge.

II. THE JUDGMENT VIOLATES DEFENDANTS CONSTITUTIONAL RIGHTS TO THE BANKRUPTCY DISCHARGE AS PLAINTIFF IS BARRED FROM THE COLLECTIONS OF DEBT AND THIS WILL PREJUDICE THE DEFENDANT CAROLYN BRANTLEY

2. THE JUDGMENT VIOLATES FEDERAL LAW AND DEFENDANT'S U.S. CONSTITUTIONAL RIGHTS TO THE BANKRUPTCY DISCHARGE

Defendant contends that the foreclosure judgment against Carolyn Brantley by Nation Star LLC, dba Mr. Cooper, contravenes her rights under the U.S. Bankruptcy Code and the U.S. Constitution, as interpreted and upheld by the Supreme Court.

Violation of Bankruptcy Discharge Rights: The bankruptcy discharge granted to Ms. Brantley, as per 11 U.S.C. §524, legally prohibits the collection of discharged debts. This judgment violates that injunction, an issue central to *Cohen v. de la Cruz*, 523 U.S. 213 (1998), where the Supreme Court underscored the broad scope of the discharge injunction.

Constitutional and Legal Infringement: The judgment undermines the constitutional protections of the Bankruptcy Clause (Article I, Section 8, Clause 4). The Supreme Court in *Ry. Labor Execs.' Assn. v. Gibbons*, 455 U.S. 457 (1982), emphasized the importance of the uniform application of bankruptcy laws, which this judgment disregards by enforcing a discharged debt.

Prejudicial Impact: Enforcing this judgment against Ms. Brantley contradicts the intended purpose of bankruptcy discharge, creating an undue financial burden, contrary to the principles established in *Local Loan Co. v. Hunt*, 292 U.S. 234 (1934), where the Supreme Court recognized the purpose of bankruptcy to provide a fresh start to debtors.

In light of the aforementioned Supreme Court rulings, it is clear that the judgment against Carolyn Brantley stands in violation of her constitutional rights under the U.S. Bankruptcy Code. Thus, vacating the judgment is essential to uphold federal law, protect defendants rights, and align with the Supreme Court's interpretation of these fundamental legal principles.

1
2
3

**III. NATIONSTAR MORTGAGE, LLC DBA MR. COOPER LACKS STANDING TO
BRING AN ACTION FOR FORECLOSURE AGAINST A DEFENDANT WHO HAS BEEN
GRANTED A DISCHARGE ORDER UNDER U.S. BANKRUPTCY LAW**

4
5

**3. THE FILING OF THIS CASE AGAINST DEFENDANTS IS A
COMPLETE NULLITY AS IT VIOLATES THE FEDERAL BANKRUPTCY
DISCHARGE INJUNCTION**

6
7
8
9
10
11

Nationstar Mortgage, LLC dba Mr. Cooper lacks the requisite legal standing to initiate or continue a foreclosure action against Carolyn Brantley, a defendant who has been granted a discharge order under U.S. Bankruptcy Law. Furthermore, the filing of this foreclosure case is a complete nullity, as it directly violates the federal bankruptcy discharge injunction. Lack of Standing Post-Bankruptcy Discharge: Discharge and Standing: Following defendants's discharge under Chapter 7 of the Bankruptcy Code, her personal liability for the mortgage debt was extinguished. While the lien on the property remains, the ability to pursue her personally for the debt does not.

12
13
14

Legal Standing Requirements: Legal standing requires that a plaintiff have a direct interest in the case's outcome. Post-discharge, Nationstar Mortgage, LLC's claim against Ms. Brantley's personal liability is nullified, thereby negating its standing to pursue a foreclosure action predicated on personal debt recovery.

15
16
17
18
19

Interpretation of Standing Post-Discharge: Case law, such as Johnson v. Home State Bank, 501 U.S. 78 (1991), supports the notion that a discharge alters the nature of a debt, affecting a creditor's standing in subsequent actions against the debtor. Nullity of the Foreclosure Action: Violation of Discharge Injunction: The initiation of foreclosure actions by Nationstar Mortgage, LLC against Ms. Brantley post-discharge violates the discharge injunction as per 11 U.S.C. § 524. This injunction prohibits any action to collect, recover, or offset a discharged debt.

20
21

Federal Law and Discharge Injunction: The Supreme Court in Cohen v. de la Cruz, 523 U.S. 213 (1998), emphasized the broad and encompassing nature of the discharge injunction, which is violated by this foreclosure action.

22
23
24
25
26
27
28

Effect of Violation: Any legal action violating this discharge injunction is inherently void, rendering the foreclosure action a nullity. It cannot legally proceed or be enforced, as established in In re Schwartz, 954 F.2d 569 (9th Cir. 1992). Nationstar Mortgage, LLC dba Mr. Cooper, by pursuing a foreclosure action against Carolyn Brantley post-bankruptcy discharge, lacks the necessary standing, as the foundational basis of their claim (i.e., the personal liability of Ms. Brantley) no longer exists. Moreover, such an action is a nullity and legally unenforceable, as it violates the federal bankruptcy discharge injunction. Therefore, it is imperative for the preservation of bankruptcy law principles and the protection of discharged debtors' rights that this foreclosure action be dismissed.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IV. THE FORECLOSURE JUDGMENT IS VOID AS A MATTER OF LAW

4. VOID JUDGMENTS ARE UNENFORCEABLE AND MAY BE VACATED AS A MATTER OF LAW

Rule 60(b)(4), SCRPC, provides a court may, "upon such terms as are just," relieve a party from a void judgment or order. "A void judgment is one that, from its inception, is a complete nullity and is without legal effect." Belle Hall Plantation Homeowner's Ass'n, Inc. v. Murray , 419 S.C. 605, 617, 799 S.E.2d 310, 316 (Ct. App. 2017) (quoting Universal Benefits, Inc. v. McKinney , 349 S.C. 179, 183, 561 S.E.2d 659, 661 (Ct. App. 2002)). Void judgments are defined as those from courts that lacked personal or subject matter jurisdiction, or failed to provide due process. Id . at 617-18, 799 S.E.2d at 316.

The following are uncontroverted, undisputed facts which are based on the evidence of record. **(See Attached Declaration Under Penalty of Perjury) Official discharge order from the bankruptcy court, showing the discharge of Carolyn Brantley's debts, including the date of issuance and the debts of Nationstar Mortgage d/b/a Mr. Cooper Declaration of Defendant Carolyn Brantley (See Attached Exhibit 2)**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

V. THE JUDGMENT WILL SEVERALLY PREJUDICE THE DEFENDANT IF NOT VACATED

5. IMPACT OF THE JUDGMENT ON DEFENDANT FINANCIAL STATUS WOULD BE DEVESTATING

The judgment, as it stands, imposes an unfair financial burden on Defendant. Despite the debts being discharged in bankruptcy, this judgment effectively resurrects her financial obligations. This contradicts the purpose of bankruptcy discharge, which is to provide a fresh financial start. If not vacated, the judgment will plunge Defendant back into the financial turmoil she sought to escape through bankruptcy, severely impeding her ability to rebuild her financial stability and creditworthiness.

Violation of Legal Rights Post-Bankruptcy: The judgment undermines the protections afforded to Ms. Brantley by the U.S. Bankruptcy Code. The legal relief granted through her bankruptcy discharge is meant to be comprehensive and final. By disregarding this discharge, the judgment violates her right to be free from these discharged debts, a right that is central to the concept of bankruptcy relief in the United States.

Psychological and Emotional Impact:

The stress and anxiety associated with the revival of discharged debts cannot be understated. The expectation that bankruptcy brings closure to past financial woes is a significant aspect of debtor relief. The persistence of this judgment effectively nullifies this closure, leading to significant emotional and psychological distress for Defendant

Legal precedent supports the vacating of judgments that impose undue hardship on individuals post-bankruptcy. Courts have consistently recognized the need to protect debtors from actions that undermine the bankruptcy discharge, as seen in cases like *Espinosa v. United Student Aid Funds*, where the Supreme Court emphasized the sanctity of the discharge injunction.

Given these considerations, it is clear that the current judgment against Carolyn Brantley, if not vacated, will result in severe prejudice against her.

This prejudice is not only a matter of financial hardship but also a breach of her legal rights as a debtor who has been granted a bankruptcy discharge. Therefore, in the interest of justice and in adherence to the principles of bankruptcy law, this judgment should be vacated.

POINTS AND AUTHORITIES**SUBJECT MATTER JURISDICTION & VOID JUDGMENTS & RULE 60B(4)**

Subject matter jurisdiction is conferred upon the courts by either the North Carolina Constitution or by statute. *Harris v. Pembaur*, 84 N.C. App. 666, 667, 353 S.E.2d 673, 675 (1987).

The question of subject matter jurisdiction may be raised at any time, even in the Supreme Court. *Lemmerman v. A.T. Williams Oil Co.*, 318 N.C. 577, 580, 350 S.E.2d 83, 85 (1986)

Rule 60(b)(4), SCRCP, provides a court may, "upon such terms as are just," relieve a party from a void judgment or order. "A void judgment is one that, from its inception, is a complete nullity and is without legal effect." *Belle Hall Plantation Homeowner's Ass'n, Inc. v. Murray*, 419 S.C. 605, 617, 799 S.E.2d 310, 316 (Ct. App. 2017) (quoting *Universal Benefits, Inc. v. McKinney*, 349 S.C. 179, 183, 561 S.E.2d 659, 661 (Ct. App. 2002)). Void judgments are defined as those from courts that lacked personal or subject matter jurisdiction, or failed to provide due process. *Id.* at 617–18, 799 S.E.2d at 316.

A void judgment is far different from one merely "voidable." *Thomas & Howard Co., Inc. v. T.W. Graham & Co.*, 318 S.C. 286, 291, 457 S.E.2d 340, 343 (1995). A voidable judgment is nothing more than one made in error by a court with jurisdiction, as our facts can show.

POINTS AND AUTHORITIES - PERSONAL JURISDICTION

Definition of "Void" in Rule 60(b) (4)

Moreover, the court lacked Personal Jurisdiction over defendant related to any debts due to the Bankruptcy Discharge. Any problems which may exist with the order falls within Rule 60(b) (4)'s definition of "void." The definition of "void" under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction. See *Thomas Howard Co. v. T.W. Graham and Co.*, 318 S.C. 286, 457 S.E.2d 340 (1995); Flanagan, *South Carolina Civil Procedure* 487 (2nd ed. 1996); 11 Wright, Miller, and Kane, *Federal Practice and Procedure: Civil 2d* § 2862, at 326-29 (1995). There is no question that the circuit court lacked subject matter and personal jurisdiction over the defendant in foreclosure action. Thus, the court lacked power in this case adjudicate the exist after bankrutpcy.

Therefore, at best, the order is void and should be vacated in its entirety. Because Defendant did file her motion within a reasonable time, and because the order does not fall within Rule 60(b) (4)'s definition of "void," the court should grant this motion because there is no mortgage after a discharge and plaintiff was barred from bringing any action personally against defendant due to discharge.

CONCLUSION & PRAYER**THE VOID ORDER SHOULD BE SET ASIDE AND THE
JUDGMENT VACATED IN ITS ENTIRETY**

Void Order: The order in question is void on the grounds of jurisdictional overreach and, Bankruptcy Order of discharge thus lacking legal validity and enforceability. A void order, as established in legal precedent, is treated as null from its inception and carries no legal effect (refer to Rook v. Rook, 233 Va. 92, 353 S.E.2d 756).

Necessity to Vacate: It is a fundamental principle of law that a void judgment or order must be vacated. Upholding such an order would constitute a miscarriage of justice and violate basic legal tenets. The Supreme Court in United Student Aid Funds, Inc. v. Espinosa, 559 U.S. 260 (2010), emphasized the importance of adhering to procedural norms, highlighting that deviations can render orders void.

Impact of Non-Vacatur: Failure to vacate the judgment would not only perpetuate legal error but also cause unwarranted harm and prejudice to Defendant. It would uphold an order that lacks legal foundation, thereby denying her the fair legal process to which she is entitled.

In light of the order's void status and in the interest of upholding legal integrity and justice, it is imperative that the court sets aside this order and vacates the judgment in its entirety. Doing so is essential to correct a legal aberration and to protect the rights and interests of Carolyn Brantley.

Respectfully Submitted,

Dated: **December 28, 2023**

Carolyn Brantley
200 Oak Plantation Drive
Ridgeland, SC 29936
Phone: 843-812-4724

1 Carolyn Brantley
2 200 Oak Plantation Drive
3 Ridgeland, SC 29936
4 Phone: 843-812-4724

3 **IN THE COURT OF COMMON PLEAS**
4 **STATE OF SOUTH CAROLINA**
5 **COUNTY OF JASPER**

5 NATIONSTAR MORTGAGE LLC, DBA MR.
6 COOPER

6 **PLAINTIFF**

7 vs

10 Carolyn Brantley, et al.

11 **Defendant**

§ **Case No.** 2022CP2700306

§
§
§
§
§
§
§
§
§
§

8 **DECLARATION UNDER**
9 **PENALTY OF PERJURY**
10 **UNDER 28 USC §1746**

11 Carolyn Brantley

12
13 **MOTION TO SET-ASIDE ORDER AND JUDGMENT OF FORECLOSURE SALE BASED ON PRIOR BANKRUPTCY AND LACK OF**
14 **SUBJECT MATTER JURISDICTION PURSUANT TO RULE 60 South Carolina Rules of Civil Procedure**

14 My (our) name is: **Carolyn Brantley** I (we) declare under penalty of perjury
15 under the laws of the United States of America that the foregoing is true and correct:

16 1. I am/are over the age of eighteen years old and competent to make this declaration
17 regarding the subject matter.

18 2. I (we) am/are making this declaration in support of my motion/response entitled:

19 **MOTION TO SET-ASIDE ORDER AND JUDGMENT OF FORECLOSURE SALE BASED**
20 **ON PRIOR BANKRUPTCY AND LACK OF SUBJECT MATTER JURISDICTION**
21 **PURSUANT TO RULE 60 South Carolina Rules of Civil Procedure**

22 *I am the recipient of the Order Discharging Debtor(s) and Trustee and Closing the*
23 *Case," dated 5/6/2020, pertaining to Bankruptcy Case Number 19-05734-D.*

24 *I am the debtor in Bankruptcy Case Number 19-05734-d*
25 *whose personal liability has been eliminated.*

26 *No "in Rem" action was every filed against the subject property in this foreclosure*
27 *action.*

28
Unsworn Declaration Of

1 ***This foreclosure action was filed against me "Personally" in violation of the***
2 ***bankruptcy discharge ORDER.***

3 ***Nationstar d/b/a Mr. Cooper is a creditor which appear on the order of***
4 ***discharge.***

5 ***I would be financial prejudiced if this judgment is not vacated against me***
6 ***personally.***

7 ***Based on the nature of the action (foreclosure) Nationstar dba Mr. Cooper is in***
8 ***violation of the discharge ORDER.***

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23 Further, declarant(s) sayeth not.

24
25 _____
Carolyn Brantley

26
27 Executed on: December 28, 2023

28

1 Carolyn Brantley
200 Oak Plantation Drive
2 Ridgeland, SC 29936
Phone: 843-812-4724

3 **IN THE COURT OF COMMON PLEAS**
4 **STATE OF SOUTH CAROLINA**
5 **COUNTY OF JASPER**

6 NATIONSTAR MORTGAGE LLC, DBA MR.
7 COOPER

8 **PLAINTIFF**
9 **VS**

§ Case No. 2022CP2700306

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

**REQUEST FOR
JUDICIAL NOTICE**

§ PURSUANT TO : _____

10 Carolyn Brantley, et al.

11 **Defendant**

§ DATE: _____

§ TIME: _____

§ PLACE: _____

12 In support of the:

13 **MOTION TO SET-ASIDE ORDER AND JUDGMENT OF FORECLOSURE SALE BASED**
14 **ON PRIOR BANKRUPTCY AND LACK OF SUBJECT MATTER JURISDICTION**
15 **PURSUANT TO RULE 60 South Carolina Rules of Civil Procedure**

16 under _____

17 request that the court take judicial notice of the following, documents, papers, and public
18 records

19 pursuant to Rule 201.

20 Under Rule 201, facts appropriate for judicial notice are those "not subject to
21 reasonable dispute in that (1) generally known within the territorial jurisdiction of the trial
22 court or (2) capable of accurate, and ready determination to sources to accuracy which
23 cannot reasonably be questioned. "Federal Rules of Evidence 201(b). The Court may
24 take judicial notice of its own records and records of other court cases.

FACTS, PUBLIC DOCUMENTS, PAPERS & RECORDS

25 **Exhibit #**

Description of Exhibit For Judicial Notice

26 1

Official discharge order from the bankruptcy court, showing the discharge of Carolyn Brantley's
debts, including the date of issuance and the debts of Nationstar Mortgage d/b/a Mr. Cooper

27 2

Declaration of Defendant Carolyn Brantley

28

DECISIONS, FACTS, DOCUMENTS, PAPERS & RECORDS OF HIGHER COURTS

<i>Exhibit #</i>	<i>Description of Exhibit For Judicial Notice</i>
-------------------------	--

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

NATIONSTAR MORTGAGE LLC, DBA MR.
COOPER

PLAINTIFF

VS

Carolyn Brantley, et al.

Defendant

§
§
§
§
§
§
§
§
§
§

Case No. 2022CP2700306

ORDER GRANTING MOTION TO SET-ASIDE

On this day before this court came for hearing the motion before the court which is entitled:

MOTION TO SET-ASIDE ORDER AND JUDGMENT OF FORECLOSURE SALE BASED ON PRIOR BANKRUPTCY AND LACK OF SUBJECT MATTER JURISDICTION PURSUANT TO RULE 60 South Carolina Rules of Civil Procedure

After considering the answer filed by the opposing party (if any), the court is the opinion that the motion should be GRANTED in its entirety. Accordingly, **IT IS HEREBY ORDERED**, that,

- 1. SET-ASIDE THE ORDER & JUDGMENT OF FORECLOSURE BASED ON THE BANKRUPTCY DISCHARGE.**
- 2. DISMISS THIS FORECLOSURE CASE WITH PREJUDICE AGAINST DEFENDANT CAROLYN BRANTLEY.**
- 3. PERMANENTLY CLOSE CASE 2022CP2700306 WITH A NOTATION THAT THE FORECLOSURE CASE WAS IMPROPERLY BROUGHT AGAINST A CHAPTER 7 RECIPIENT**
- 4. ANY AND ALL OTHER RELIEF THAT MAY BE APPROPRIATE IN THIS CASE.**

Special Referee

PROOF OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument entitled:

**MOTION TO SET-ASIDE ORDER AND JUDGMENT OF FORECLOSURE SALE BASED ON
PRIOR BANKRUPTCY AND LACK OF SUBJECT MATTER JURISDICTION PURSUANT TO
RULE 60 South Carolina Rules of Civil Procedure**

has been forwarded on 12/27/2023 to all counsel of record, and parties, by depositing a true and correct copy of the same on the date and manner indicated below, to wit:

FINKEL LAW FIRM, LLC Thomas A. Shook P.O. BOX 71727 NORTH CHARLESTON, SC 29415	FINKEL LAW FIRM, LLC 4000 Faber Place Dr. Suite 450 NORTH CHARLESTON, SC 29405	<input checked="" type="checkbox"/> By United States Mail <input type="checkbox"/> By Legal Messenger <input type="checkbox"/> By Electronic CM/ECF <input type="checkbox"/> By Overnight Express Mail <input type="checkbox"/> By Facsimile <input type="checkbox"/> By Email
---	---	---

James A. Grimsley III Special Referee 611 Bay St. Beaufort, SC. 29902	<input type="checkbox"/> By United States Mail <input type="checkbox"/> By Legal Messenger <input type="checkbox"/> By Electronic CM/ECF <input type="checkbox"/> By Overnight Express Mail <input type="checkbox"/> By Facsimile <input type="checkbox"/> By Email
---	--

	<input type="checkbox"/> By United States Mail <input type="checkbox"/> By Legal Messenger <input type="checkbox"/> By Electronic CM/ECF <input type="checkbox"/> By Overnight Express Mail <input type="checkbox"/> By Facsimile <input type="checkbox"/> By Email
--	--

	<input type="checkbox"/> By United States Mail <input type="checkbox"/> By Legal Messenger <input type="checkbox"/> By Electronic CM/ECF <input type="checkbox"/> By Overnight Express Mail <input type="checkbox"/> By Facsimile <input type="checkbox"/> By Email
--	--

	<input type="checkbox"/> By United States Mail <input type="checkbox"/> By Legal Messenger <input type="checkbox"/> By Electronic CM/ECF <input type="checkbox"/> By Overnight Express Mail <input type="checkbox"/> By Facsimile <input type="checkbox"/> By Email
--	--

	<input type="checkbox"/> By United States Mail <input type="checkbox"/> By Legal Messenger <input type="checkbox"/> By Electronic CM/ECF <input type="checkbox"/> By Overnight Express Mail <input type="checkbox"/> By Facsimile <input type="checkbox"/> By Email
--	--

Carolyn Brantley

Dated:
December 27, 2023