

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable Ben N. Miller, III, Special Referee

Appellate Case No. 2024-001062
Case No. 2017-CP-40-01687

Deutsche Bank National Trust Company, as Trustee for Home
Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B,
Home Equity Mortgage Loan Asset-Backed Certificates, Series
SPMD 2002-B under the Pooling and Servicing agreement dated
Sept 1, 2002 Respondent,

v.

Janet L. Nelums a/k/a Janet Nelims, Christopher Nelums, Imperial
Warehouse Finance, Inc., and Best Distributing Company, ... Defendants,

of which

Janet L. Nelums and Christopher Nelums are the..... Appellants.

Respondent's Motion to Dismiss and for Sanctions

Respondent moves this Court under Rule 240(a), SCACR to dismiss the Notice of Appeal
filed in the above-captioned matter by Appellants Janet L. and Christopher Nelums on
June 12, 2024. Dismissal of this appeal from a Richland County foreclosure is proper because:

- (1) Appellants seek untimely review of an unappealable report of sale, not the
foreclosure order and judgment issued more than three years ago;
- (2) Appellants have failed to pay the required appellate bond; and
- (3) Appellants have violated the circuit court's Gatekeeper Order.

As is explained in more detail below, the Court should dismiss this appeal. Alternatively, the Court should dispense with further briefing and affirm the trial court under Rule 220, SCACR, given the issues set forth in Appellants' Initial Brief filed September 12, 2024 lack merit.

Background

This is a foreclosure involving 813 N. Highland Forest Drive, Columbia, SC 29203 (Parcel 11916-2-16) (the Property). (**Exhibit 1**, Order on Pl.'s Motion for Sanctions and Gatekeeper Order, Oct. 31, 2023). Respondent, Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002 (DBNTC), has been attempting to foreclose on the Property since 2013. (**Exhibit 2**, Foreclosure Order and Judgment, July 1, 2021). After the recusal of the Richland County Master in Equity, Special Referee Jeffrey M. Tzerman issued his Order and Judgment of Foreclosure Sale in favor of DBNTC. (*Id.*)¹ Simultaneously with the Foreclosure Order, the Special Referee issued an Order Setting Appeal Bond. (**Exhibit 3**, Order Setting Appeal Bond, Jul. 1, 2021). No appeal was taken from the foreclosure judgment and order and no appeal bond was deposited.

In an effort to stall the foreclosure sale, Appellants filed an action for bankruptcy and multiple a *pro se* lawsuits against DBNTC and other defendants. (Ex. 1, Gatekeeper Order at 3-5). As detailed in the Gatekeeper Order, Appellants have unsuccessfully litigated the issues raised in this underlying this appeal and other issues related to the Property, in four different state and federal courts since 2018. (*Id.*) As a result of their repeated frivolous filings, DBNTC sought sanctions and entry of a gatekeeper order to prohibit Appellants from making additional frivolous

¹ Special Referee Tzerman later recused himself and the Clerk of Court appointed the Honorable Ben N. Miller, III, as Special Referee. (Ex. 2, Gatekeeper Order at 2 n.1).

filings. (*Id.* at 1). After a hearing at which Appellants appeared, the Honorable Kristi F. Curtis granted DBNTC’s motion and issued a ten-page Gatekeeper Order; Judge Curtis found sanctions were appropriate because of Appellants’ (1) “history of ‘vexatious, harassing, or duplicative lawsuits;’” (2) meritless accusations of fraud, ethical violations, and threats of jail time against “well-respected members of the South Carolina bar;” (3) “repeated frivolous filings . . . [considered by] nine judges across four courts;” and (4) the insufficiency of mandatory sanctions to “address Defendants’ repeated abuses of the court system and waste of time their filings have caused.” (*Id.* at 8–9). The Gatekeeper Order specifically ordered that Appellants were,

PROHIBITED from filing, presenting, or serving additional documents, papers, or pleading related to the Property, Plaintiff, SLS, and/or this foreclosure until the Property can be sold and the foreclosure proceedings completed unless (i) Defendants secure leave of the undersigned to present the document to the Clerk of Court, or (ii) the filing is signed by a member of the South Carolina Bar in good standing. This order is not meant to prohibit Defendants from resorting to the judicial branch to redress the claims, but is necessary to prevent additional frivolous proceedings from being initiated by Defendants. Defendants are cautioned that a failure to comply with the provisions of this order is punishable by contempt of Court.

(*Id.* at 9). Despite the Gatekeeper Order, Appellants filed additional motions and documents, all of which were ultimately dismissed. (**Exhibit 4**, Report on Sale, Order of Confirmation, and Order for Deficiency Judgment, May 15, 2024).

Pursuant to the Foreclosure Order and “after due legal advertisement and publication according to law,” the Special Referee conducted a judicial sale of the Property on April 1, 2024. (*Id.* at 2). At the sale, DBNTC made the highest bid of \$201,388.37 and purchased the Property. (*Id.*) On May 15, 2024, the Special Referee issued his Report of Sale finding, (1) that DBNTC was the highest bidder and thus the rightful owner of the Property; (2) that Appellants’ March 25, 2023, motions “were in contravention of the Order of Kristi F. Curtis filed October 31, 2023[;]”

(3) and ordering the confirmation of the sale of the Property. (*Id.*, at 3–4). On May 20, 2024, the Special Referee issued his Deed of Foreclosure to DBNTC, recorded in book R2924 at page 2697. (**Exhibit 5**, Foreclosure Deed).

On June 12, 2024, Appellants purported to serve a notice of appeal on the undersigned counsel. More than ten days later, they filed their notice with the Supreme Court, which subsequently transferred the appeal to this Court. To date, however, Appellants have not paid the appellate bond required by the Special Referee’s prior order.

Argument

I. Appellants’ notice of appeal is untimely and they have appealed from the foreclosure report, not the foreclosure order and judgment.

“A notice of appeal shall be served on all respondents within thirty (30) days after receipt of written notice of entry of the order or judgment.” Rule, 203(b)(1), SCACR; *Wells Fargo Bank, N.A. v. Fallon Properties S.C., LLC*, 422 S.C. 211, 214, 810 S.E.2d 856, 857–58 (2018) (finding a notice of appeal filed thirty-one days after an email notification of the entry of judgment was untimely). The thirty-day timeline is jurisdictional and “if a party misses the deadline, the appellate court lacks jurisdiction to consider the appeal and has no authority or discretion to ‘rescue’ the delinquent party by extending or ignoring the deadline for service of the notice.” *USAA Prop. & Cas. Ins. Co. v. Clegg*, 377 S.C. 643, 651, 661 S.E.2d 791, 795 (2008) (quoting *Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 14–15, 602 S.E.2d 772, 775 (2004)).

Here, the Foreclosure Order was entered by the circuit court in 2021. (Ex. 2, Foreclosure Order and Judgment). The bidding for the foreclosure sale ended on May 1, 2024. (Ex. 4, Report on Sale). Appellants did not serve their Notice of Appeal until June 12, 2024—three years after the foreclosure order and forty-one days after the sale concluded. Given the timing of their notice

of appeal, Appellants appear to be seeking improper review of the Special Referee's Report on Sale, not the Foreclosure Order and Judgment.

To maintain their right to appeal, Appellants should have appealed the Foreclosure Order and Judgment, and cannot, now that the sale they knew was impending has been confirmed by the Special Referee, appeal the Report on Sale. Again, the order that *arguendo* impeded on Appellants' legal right to the Property was the Foreclosure Order and Judgment because that is the order that determined Appellants no longer had any right to the Property, and that DBNTC could proceed with a foreclosure sale. Accordingly, the time to file a notice of appeal under Rule 203(b), SCACR expired in 2021. Appealing the Foreclosure Order and Judgment three years since its entry on the docket is indicative of Appellants' proclivity for frivolous filings that are meant to delay this case and prolong their inevitable ejectment. In recognition of this complete failure of adherence to court rules, the Court should dismiss this appeal with prejudice.

II. Even if the appeal were timely, the Court should still dismiss this appeal because Appellants have failed to pay the appellate bond ordered by the circuit court.

Under state law, the execution of the judgment for the sale of real property "shall not be stayed" unless an adequate bond is rendered on behalf of the appellant. S.C. Code Ann. § 18-9-170. Here, the Special Referee ordered that if Appellants sought to appeal the foreclosure, a bond amounting \$150,000.00 was required. (See Ex. 3, Appeal Bond Order at 1). For three years, Appellants have never even attempted to pay such a bond into the court and instead have demonstrated over and over again that they will not comply with direct court orders articulating the procedural safeguards the circuit court determined were necessary to maintain this action.

Appellants should not be allowed to come to this Court, after disregarding orders of the circuit court, and attempt to resuscitate their failed attempts to thwart the sale of the Property.

Because the notice of appeal was not properly filed with the accompanying bond, as ordered by the circuit court, this appeal should be dismissed with prejudice.

Moreover, the failure of Appellants to pay the required appellate bond has mooted their ability to seek relief in this Court. The circuit court has already completed the foreclosure sale, has issued and recorded its foreclosure deed, and has adopted its report confirming the sale. There is nothing left for this Court to decide because Appellants failed to pay the required appellate bond, thus the Foreclosure Order and Judgment were never subject to a stay pending appellate review. *See* Rule 241(b)(4), SCACR (identifying as an exception to an automatic stay pending an appeal, “Judgments directing the sale or delivery of possession of real property as provided in S.C. Code Ann. § 18-9-170”). Notably, Appellants failed to seek reconsideration of those orders, or for the circuit court to set aside the foreclosure. *See Robinson v. Estate of Harris*, 378 S.C. 140, 146, 662 S.E.2d 420, 423 (Ct. App. 2008) (finding the lack of a motion to alter or amend a foreclosure order precluded appellate review of additional arguments).

These procedural mechanisms distinguish this case from *Wachesaw Plantation E. Cmty. Servs. Ass'n, Inc. v. Alexander*, 414 S.C. 355, 778 S.E.2d 898 (2015). In that case, our Supreme Court reiterated that the mere issuance of a foreclosure deed does not moot an appeal. *Id.* at 360, 778 S.E.2d at 901. There, however, the appellant moved before the Master-In-Equity to set aside the foreclosure before the court issued the foreclosure deed, and then appealed that order shortly after the foreclosure deed was recorded. *Id.* at 358, 778 S.E.2d at 900. By contrast, Appellants have put forth no such effort here. They have made no attempts to set aside the foreclosure before the Special Referee or the circuit court, nor did they attempt to comply with their obligation to pay the appeal bond. Instead, Appellants filed this direct appeal after the foreclosure sale occurred, the foreclosure deed has been recorded, and the report confirming the sale has been issued.

Appellants' failures leave them with no remaining available relief from this Court, thus, their appeal should be dismissed because the Court has no avenue of redress for the alleged injury. *See Byrd v. Irmo High Sch.*, 321 S.C. 426, 431, 468 S.E.2d 861, 864 (1996) (citing *Mathis v. South Carolina State Highway Dep't*, 260 S.C. 344, 346, 195 S.E.2d 713, 715 (1973) for the proposition that, "A case becomes moot when judgment, if rendered, will have no practical legal effect upon existing controversy. [Like] when some event occurs making it impossible for [the] reviewing Court to grant effectual relief." (second alteration in original))).

III. Appellants have violated the circuit court's Gatekeeper Order and continue their pattern of frivolous filings made solely for the purposes of delay, so they should be sanctioned.

The Gatekeeper Order is clear: Appellants are *prohibited* from filing any papers with the court related to the Property or the foreclosure until the foreclosure sale of the Property is completed—unless they obtained leave of court to file such papers, or the papers are signed by an attorney of good-standing within the South Carolina bar. (See Ex. 1, Gatekeeper Order at 9 (emphasis added)). Not only did Appellants file three motions with the circuit court in violation of the Gatekeeper Order, but they also filed this appeal in violation of the Gatekeeper Order.

Under the South Carolina Rules of Civil Procedure, the "signature of an attorney or party constitutes a certificate by him that he has read the pleading, motion or other paper; that to the best of his knowledge, information and belief *there is good ground to support it; and that it is not interposed for delay.*" Rule 11(a), SCRPC (emphasis added). The lack of support for Appellants' repeated filings and their intent to further delay the foreclosure sale of the Property is the crux of the reasoning behind the Gatekeeper Order. Because of Appellants' history of harassing and meritless filings, the court took authorized measures to ensure that any further filings from

Appellants were warranted when it issued the Gatekeeper Order. Appellants, however, continue to ignore that order and the established procedure for resolving their meritless claims.

Indeed, while this appeal was pending, Appellants have presented two new frivolous filings with the state and federal courts to continue their delay tactics. *First*, Appellants filed a new, federal, civil lawsuit pro se against Judge Curtis, Special Referee Miller, foreclosure counsel, and undersigned counsel at Nelson Mullins. (See **Exhibit 6**, Compl., *Nelums v. Mill*, No. 3:24-cv-04898-MGL). The action seeks to disqualify the judges involved in the foreclosure and generally alleges the defendants violated plaintiffs' civil rights under § 1983. *Second*, Appellants filed their initial brief with this court. The brief references improper jury charges, (Appellant's Initial Br., at i), and recounts a statement of the case in which "John B. Doe" brought an action alleging fraud, with judgment being entered December 1, 2007, (*id.* at 1). The brief, along with this entire appeal, is frivolous and in violation of Rule 269, SCACR.

Unless this Court is willing to put a stop to Appellants' continued abuse of the judicial system, these frivolous filings will continue. Although Appellants' involvement in the foreclosure proceedings suggest they may not have liquid assets available to satisfy monetary sanctions, Mr. Nelums—who did not sign the promissory note underlying this foreclosure—at least has sufficient assets to run for South Carolina Commissioner of Agriculture in 2022, making nearly \$10,000 in contributions and loans to his own campaign. He should, therefore, be responsible for payment of the attorneys' fees and costs incurred by Respondent in this appeal.

Conclusion

For the reasons set forth above, the Court should dismiss this appeal. Alternatively, the Court should dispense with further briefing and affirm the trial court under Rule 220, SCACR, given the meritless issues set forth in Appellants' Initial Brief, filed September 12, 2024.

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Columbia, South Carolina
September 19, 2024

Exhibit 1

(Gatekeeper Order)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

Deutsche Bank National Trust Company,
as Trustee for Home Equity Mortgage
Loan Asset-Backed Trust, Series SPMD
2002-B, Home Equity Mortgage Loan
Asset-Backed Certificates, Series SPMD
2002-B under the Pooling and Servicing
agreement dated Sept 1, 2002,

Plaintiff,

vs.

Janet L. Nelums a/k/a Janet Nelums;
Christopher Nelums; Imperial
Warehouse Finance, Inc.; and Best
Distributing Company,

Defendants.

Civil Action No. 2017-CP-40-01687

**Order on Plaintiff's Motion for Sanctions
and
Gatekeeper Order**

This is a foreclosure action involving 813 N. Highland Forest Drive, Columbia, SC 29203 (Parcel 11916-2-16) (the "Property"). On August 21, 2023, the Court heard the Motion for Sanctions Against Janet and Christopher Nelums and Entry of a Gatekeeper Order ("the Motion") filed by Plaintiff Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002 by WebEx. Present for the hearing was Matthew A. Abee of Nelson Mullins Riley & Scarborough LLP for Plaintiff, and Defendants Janet L. Nelums a/k/a Janet Nelums and Christopher Nelums, both appearing *pro se*. All parties were appropriately notified of the hearing.

After reviewing the Motion, relevant case law, and the record, I find it proper to enter a vexatious-litigant gatekeeper order barring Janet and Christopher Nelums ("Defendants") from filing new documents related to the Property without leave of the Court or the signature of a licensed attorney. The Court also makes the following findings of fact and conclusions of law.

Findings of Fact

A. 2013 Foreclosure Proceedings

As set forth in the Special Referee's Foreclosure Order, in August 2002, Janet L. Nelums signed a \$112,000 note to Plaintiff predecessor-in-interest. (Foreclosure Order and J. ¶ 11, July 1, 2021).¹ Defendants also signed a first-priority mortgage on the Property, which was recorded in the County Register of Deeds. (*Id.* ¶ 12.) Defendants defaulted on the mortgage, (*id.* ¶ 10), and Plaintiff sued them and others for foreclosure. (*Id.* ¶ 4.) Defendants answered and counterclaimed for (1) accounting; (2) failure to provide default notice; (3) breach of contract/rescission; (4) violation of the Truth in Lending Act; (5) violation of the Real Estate Settlement and Procedures Act; (6) predatory lending; (7) predatory servicing; (8) violation of the Fair Debt Collection Practices Act; and (9) malicious prosecution. (*Id.* ¶ 5.) The Clerk of Court referred the case to the Master in Equity in February 2014, but in November 2014, the Master recused himself. (*Id.* ¶ 4.) The Circuit Court then granted Plaintiff's motion for judgment on the counterclaims. (Order Granting Mot. for J. on the Pleadings, July 16, 2015; Foreclosure Order ¶ 5.) Then in November 2015, the case was stricken from the active roster under Rule 40(j), SCRCP. (*Id.* ¶ 4.)

B. 2017 Foreclosure Proceedings and Ms. Nelums's Bankruptcy

Plaintiff restored the case to the roster in March 2017 (Case No. 2017-CP-40-01687) and the Clerk of Court referred the case to the Honorable Jeffrey M. Tzerman, Special Referee. (*Id.*)

¹ This matter was previously referred to the Richland County Master in Equity Joseph M. Strickland. After he recused, the Clerk referred the matter to Special Referee Jeffrey M. Tzerman. Thereafter, the Special Referee also recused himself, vesting jurisdiction of the matter in the Circuit Court once again. Although Defendants sought to have the undersigned judge and Plaintiff's counsel also disqualified, the Court denies Defendants' motion and concludes it may properly consider the pending motions in this action. The Court rejects Defendants' claim that Plaintiff's current and former counsel is also disqualified from representing Plaintiff.

Ms. Nelums petitioned for relief under Chapter 13 of the Bankruptcy Code (Case No. 18-05885-jw) in November 2018, and the Court stayed the foreclosure, (Foreclosure Order ¶ 9.). Then Ms. Nelums filed an adversary proceeding against Plaintiff and its servicing agent, Specialized Loan Servicing LLC (“SLS”) (Case No. 19-80032-jw), in May 2019. (See Pl.s’ Mot. Exhibit 4, Bankr. Order on Summ. J., March 17, 2020.)²

After discovery and a hearing, the Bankruptcy Court granted summary judgment against Ms. Nelums. (*Id.* at 1.) Among other arguments, the Bankruptcy Court rejected Ms. Nelums’ claims that Plaintiff and SLS (1) were not creditors under the Bankruptcy Code; (2) lacked rights of payment under Article 3 of the South Carolina Commercial Code; (3) lacked standing to foreclose on the note and mortgage; (4) could not enforce the note and mortgage because of securitization; and (5) had no valid note and mortgage because servicing/pooling agreements between Plaintiff and SLS rendered them void. (*Id.* at 6–19.) Ms. Nelums’ bankruptcy counsel withdrew shortly after the order. Ms. Nelums then filed a 112-page motion with 353 pages of attachment *pro se* titled “Motion Fraud Upon the Court Bogus Adversary Proceeding We Demand for a Mistrial,” which the Court denied in a detailed 17-page order. (Pl.s’ Mot. Exhibit 5, Order Denying Motion, May 22, 2020.) The Court rejected Ms. Nelums’ claims that counsel for Plaintiff and SLS—the same firm previously representing Plaintiff in this foreclosure—committed fraud upon the court. (*Id.*)

In the month after granting summary judgment in the adversary proceeding, that court also dismissed Ms. Nelums’ bankruptcy case. (Pl.s’ Mot. Exhibit 6, Order Dismissing Bankr., April

² Defendants raised no objection to the Court’s consideration of the court filings in the collateral proceedings. These filings are appropriate subjects for taking judicial notice, and the Court does so here.

21, 2020; *see also* Foreclosure Order ¶ 9.) This dismissal caused the Special Referee to restore this foreclosure to the active docket, and then issue his Foreclosure Order and Judgment in July 2021. (*Id.*)³ In so doing, he rejected Defendants' claim—renewed in their pending Temporary Injunction Motion—that Plaintiff does “not have the right to foreclose on the property because said defendant, and each of them, did not properly comply with the terms of plaintiffs own scrutinization requirement[.]” (Def.s' Mot. Temp. Inj. at 29, ¶ 59.) In rejecting this claim, the Court noted that the bankruptcy court had already resolved Ms. Nelums' claim that Plaintiff lacked standing to foreclose. (Foreclosure Order at 8.)⁴ The Special Referee then issued a \$150,000 appellate-bond order. (Order Setting Appeal Bond, July 1, 2021.)

C. Defendants' Frivolous RICO Lawsuit and Appeal

While the case was proceeding towards a foreclosure sale, Defendants again turned to the federal courts by filing a *pro se* complaint in alleging RICO claims against Bankruptcy Judge John E. Waites, Special Referee Jeffrey Tzerman, foreclosure counsel, Defendants' prior retained counsel, Plaintiff, and SLS (Case No. 3:21-cv-2161). (Pl.s' Mot. Exhibit 7, Report and Recommendation, Aug. 31, 2021; Pl.s' Mot. Exhibit 8, Order Adopting R&R, Feb. 2, 2022.) Defendants commenced the lawsuit by filing a “Motion for an *Ex-Parte* Temporary Restraining

³ When the case was restored to the active roster in 2017, Attorney Adrienne L. Turner was listed as counsel of record for Defendants. She originally appeared as counsel for Defendants in 2014, about a year after they had filed their counterclaims *pro se*. (Not. Appearance, July 2014.) She represented Defendants when this Court granted Plaintiff's motion for judgment on the pleadings. Although she moved to withdraw as counsel in April 2021, no order granting the withdrawal was filed until February 10, 2023. Plaintiff does not seek sanctions against Ms. Turner and the Court determines that she has *not* been involved in the numerous frivolous filings from Defendants in any way.

⁴ This Court has reviewed the filings from the bankruptcy proceedings that were filed with the Motion and agrees that the issues raised again by Defendants here have been raised and ruled upon already. Each court to have considered Defendants' challenges to the foreclosure have rejected them. So too does this Court.

Order, Show Cause Order, and Permanent Injunction with Asset Freeze,” which the District Court characterized as “frivolous” for four reasons. (Pl.s’ Mot. Exhibit 6, R&R at 4–7.) The District Court dismissed the action and Defendants appealed (Case No. 22-1223). The Fourth Circuit Affirmed in June 2022. (Pl.s’ Mot. Exhibit 9, Unpublished Op., June 27, 2022.)

D. Status of the 2017 Foreclosure

In August 2022, Plaintiff gave notice of a September 7, 2022, foreclosure sale. Six days before the sale, Defendants filed their *pro se* Temporary Injunction Motion with this Court. The 47-page motion purports to assert 11 causes of action: lack of standing, fraud in the concealment, fraud in the inducement, intentional infliction of emotional distress, slander of title, quiet title, declaratory relief, violation of TILA, violation of RESPA, rescission, and anti-trust. This filing is frivolous as it raises the same issues Defendants had previously raised and had rejected in the previous proceedings. The motion also improperly and without any evidentiary support accuses Plaintiff, its counsel, and this Court of wrongdoing, fraud, ethics violations, and even treason. Because of the allegations created the appearance of impropriety, the Special Referee recused himself in November 2022. Plaintiff’s counsel also withdrew for the same reasons.

E. Plaintiff’s Attempts to Confer with Defendants

On February 7, 2023, Plaintiff’s counsel notified Defendants by letter that it intended to file its Motion for sanctions, enclosing a copy of the draft motion. (Pl.s’ Mot. Exhibit 10, Letter to Defendants.) The letter gave Defendants ten days to withdraw their Motion for Temporary Injunction and to agree to allow the foreclosure sale to proceed.⁵ Plaintiff’s counsel mailed and

⁵ Although not required by Rule 11 or the FCPSA, DBNT gave this pre-filing notice out of an abundance of caution and so Defendants could be on notice that their frivolous conduct could result in monetary and non-monetary sanctions. *Burns v. Universal Health Servs. Inc.*, 340 S.C. 509,

emailed a second letter on February 21, 2023, giving borrowers through Friday, February 24, 2023, to withdraw the motion. (Pls' Mot. Exhibit 11, Letter to Defendants (without enclosures).) Defendants failed to respond to Plaintiff's attempts to resolve the matter in good faith.

Based on the record and arguments presented at the hearing, the Court concludes that Defendants have abused the judicial process and engaged in a pattern of frivolous litigation aimed at stalling the foreclosure instead of the rightful administration of contested issues before the Court. The Court also finds that Defendants have been given ample opportunity to withdraw their frivolous filings and avoid the entry of this Order by the Court, but have refused or declined to do so despite notice that such filings could result in sanctions. As a result, the Court finds this gatekeeper order is reasonable, necessary, and appropriately tailored to address Defendants' conduct. The Court further finds it has the authority to enter this gatekeeper order under Rule 11, SCRCF, the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 through -100 ("FCPSA"), and its inherent authority.

Conclusions of Law⁶

"[A] court of equity may properly intervene to prevent continued and vexatious litigation[.]" *Ramantanin v. Poulos*, 240 S.C. 13, 25, 124 S.E.2d 611, 617 (1962). The State's courts have a history of issuing such pre-filing injunctions. *See Holmes v. E. Cooper Cmty. Hosp., Inc.*, 408 S.C. 138, 165 n.18, 758 S.E.2d 483, 498 n.18 (2014). Rule 11 and the FCPSA anticipate them as well. *Ex parte Bon Secours-St. Francis Xavier Hosp., Inc.*, 393 S.C. 590, 598, 713 S.E.2d 624, 628 (2011) (authorizing trial courts to issue under Rule 11 "a directive of a nonmonetary

514, 532 S.E.2d 6, 9 (Ct. App. 2000) (requiring notice and an opportunity to respond to any motion for sanctions under Rule 11, SCRCF).

⁶ Any conclusions of law that are findings of fact shall be so regarded, and vice-versa.

nature designed to deter the party or the party's attorney from bringing any future action in bad faith."); S.C. Code Ann. § 15-36-10 (authorizing sanctions that include "a directive of a nonmonetary nature, including injunctive relief, designed to deter a future frivolous action or an action in bad faith."). A trial court "has inherent power to do all things reasonably necessary to the administration of justice in the case before it," *State-Rec.*, 332 S.C. at 349, 504 S.E.2d at 593 (1998), including those necessary "to punish for offenses that are calculated to obstruct, degrade, and undermine the administration of justice." *Miller v. Miller*, 375 S.C. 443, 455, 652 S.E.2d 754, 760 (Ct. App. 2007) (quoting *Brandt v. Gooding*, 368 S.C. 618, 628, 630 S.E.2d 259, 264 (2006)).

"[B]ecause many of the terms used in the [FCPSA] also appear in Federal Rule 11, the South Carolina courts may look to decisions interpreting the Federal Rule to determine what constitutes a proper purpose and good faith with respect to potential liability of attorneys under the [FCPSA]." *Father v. S.C. Dep't of Soc. Servs.*, 345 S.C. 57, 72 n.34, 545 S.E.2d 523, 531 n.34 (Ct. App. 2001) (quoting Susan Taylor Wall & Joseph R. Weston, *An Analysis of Current Theories of Liability*, 45 S.C. L.Rev. 857, 871 (1994)), *aff'd*, 353 S.C. 254, 578 S.E.2d 11 (2003). The Fourth Circuit uses a four prong test for deciding when a gatekeeper order is warranted: (1) the party's history of litigation, in particular whether he has filed vexatious, harassing, or duplicative lawsuits; (2) whether the party had a good-faith basis for pursuing the litigation, or simply intended to harass; (3) the extent of the burden on the courts and other parties resulting from the party's filings; and (4) the adequacy of alternative sanctions. *Cromer v. Kraft Foods N. Am., Inc.*, 390 F.3d 812, 818 (4th Cir. 2004).⁷ Pre-filing injunctions are appropriate where a litigant repeatedly

⁷ Other states have adopted the *Cromer* test. *Barrington v. Dyer*, 282 N.C. App. 404, 409, 872 S.E.2d 88, 93 (N.C. Ct. App. 2022) (affirming trial court's gatekeeper order under *Cromer* standard). Thus, the Court concludes it is the proper test to be applied here.

sues “everyone that did anything even remotely connected to a foreclosure.” *Scott v. U.S. Bank, N.A.*, No. 2:09-cv-516, 2011 WL 10618730, at *1 (E.D. Va. Oct. 14, 2011).

The *Cromer* elements are met here. *First*, Defendants have a history of *pro se* filings in state and federal court. Given the duplicative claims and arguments they have raised, Defendants have a history of “vexatious, harassing, or duplicative lawsuits” establishing the first prong. This is especially true given that other courts have previously considered and rejected Defendants’ foreclosure challenges. *Second*, Defendants have presented no good-faith basis for accusing DBNT and well-respected members of the South Carolina Bar of fraud, ethical violations, and even starting “a war against South Carolina. [sic] constitution,” and claiming they “will be jailed.” (Mot. Temp. Inj. at 7, ¶ 11.) *Kalos v. Centennial Sur. Assocs.*, No. CCB-12-1532, 2012 WL 6210117, at *6 (D. Md. Dec. 12, 2012) (considering litigants’ decision to sue counsel connected to previous litigation in granting pre-filing injunction). Such claims can be intended only to harass those parties and stall the foreclosure. *Third*, Defendants repeated frivolous filings have placed a burden on Plaintiff and its counsel, as well as the now nine judges across four courts who have been called to respond to Defendants’ claims. Further, Defendants have been put on notice by a federal judge that their claims were frivolous. *Id.* (considering prior warnings that claims were frivolous when granting gatekeeper order).

Fourth, monetary sanctions cannot address Defendants’ repeated abuses of the court system and the waste of time their filings have caused. Defendants’ involvement in foreclosure proceedings suggest they may not have liquid assets available to satisfy monetary sanctions. Defendants’ repeated filings seek only to stall Plaintiff’s ability to sell the Property at foreclosure and secure the equitable relief this Court has already determined it is entitled to. A sanction short of prohibiting Defendants from presenting frivolous filings would be inadequate.

As a result, the Court finds and concludes that the gatekeeper order Plaintiff seeks is both appropriate and narrowly tailored to permit Plaintiff to exercise its remedies under the mortgage.

Order

Therefore, it is **ORDERED** that:

1. Defendants are **PROHIBITED** from filing, presenting, or serving additional documents, papers, or pleading related to the Property, Plaintiff, SLS, and/or this foreclosure until the Property can be sold and the foreclosure proceedings completed unless (i) Defendants secure leave of the undersigned to present the document to the Clerk of Court, or (ii) the filing is signed by a member of the South Carolina Bar in good standing. This order is not meant to prohibit Defendants from resorting to the judicial branch to redress the claims, but is necessary to prevent additional frivolous proceedings from being initiated by Defendants. *Defendants are cautioned that a failure to comply with the provisions of this order is punishable by contempt of Court.*

2. The Clerk of Court is **ORDERED** that it may *not* accept for filing any document, paper, or pleading from Defendants in this foreclosure unless it is accompanied by a separate Order from the undersigned permitting the filing or unless it is signed by a member of the South Carolina Bar in good standing. Plaintiff's counsel is **ORDERED** to provide a copy of this order to the Clerk of Court, specifically directing her and her deputies' attention to this provision of the Order.

3. To remedy Defendants' frivolous pleadings aimed at delaying this matter and ensure this foreclosure proceeds towards a timely resolution, it is **ORDERED** that Plaintiff shall file a motion to refer this matter to a special referee in this matter given the recusal of the Richland County Master in Equity. Upon the filing of such motion, the Richland County Clerk of Court refer this matter to another appropriate special referee for the resolution of all remaining issues and judgments necessary in this action. *See Rule 53, SCRCF.* Upon the entry of the order of

reference, the special referee shall be further empowered to enforce, modify, or amend the terms of this gatekeeper order as he or she deems appropriate to remedy the frivolous litigation in which Defendants have engaged to date.

4. Plaintiff's counsel is **ORDERED** to serve a copy of this order on Defendants by regular mail and to file a certificate of service, in accordance with Rule 5, SCRCP.

IT IS SO ORDERED.

[Court's electronic signature page to follow.]



Richland Common Pleas

Case Caption: Deutsche Bank National Trust Company , plaintiff, et al vs Christopher Nelums , defendant, et al
Case Number: 2017CP4001687
Type: Order/Sanctions

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762



***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2017CP4001687

Official File Stamp: 10-31-2023 04:17:58 PM
Court: CIRCUIT COURT
Common Pleas
Richland
Case Caption: Deutsche Bank National Trust Company , plaintiff, et al vs Christopher Nelums , defendant, et al
Document(s) Submitted: Order on Plaintiff's Motion for Sanctions and Gatekeeper Or Order on Plaintiff's Motion for Sanctions and Gatekeeper Order
Filed by or on behalf of: Kristi F. Curtis

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Matthew A. Abee for Deutsche Bank National Trust Company, Home Equity Mortgage Loan Asset
Madison Caroline Guyton for Deutsche Bank National Trust Company, Home Equity Mortgage Loan Asset
Vance L. Brabham, III for Deutsche Bank National Trust Company
Adrianne LaVonne Turner for Christopher Nelums
Jordan Daniel Beumer for Deutsche Bank National Trust Company
Tasha B. Thompson for Deutsche Bank National Trust Company
Henry Guyton Murrell for Deutsche Bank National Trust Company, Home Equity Mortgage Loan Asset
William Price Stork for Deutsche Bank National Trust Company, Home Equity Mortgage Loan Asset
Reginald Patrick Corley for Deutsche Bank National Trust Company, Home Equity Mortgage Loan Asset
Jessica S. Corley for Deutsche Bank National Trust Company

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Ntc/Non Party
Janet L Nelums for Janet L Nelums
Christopher Nelums for Christopher Nelums
Robert A Bernstein for Best Distributing Company
Imperial Warehouse Finance Inc
Janet L Nelums for Janet L Nelums
Christopher Nelums for Christopher Nelums
Janet Nelums

Exhibit 2

(Foreclosure Order and Judgment)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company, as
Trustee for Home Equity Mortgage Loan Asset-
Backed Trust, Series SPMD 2002-B, Home
Equity Mortgage Loan Asset-Backed Certificates,
Series SPMD 2002-B under the Pooling and
Servicing agreement dated Sept 1, 2002,

PLAINTIFF,

VS.

Janet L. Nelums a/k/a Janet Nelums; Christopher
Nelums; Imperial Warehouse Finance, Inc.; and
Best Distributing Company,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2017-CP-40-01687

SPECIAL REFEREE'S ORDER GRANTING
PLAINTIFF'S MOTION FOR SUMMARY
JUDGMENT AND ORDER AND JUDGMENT
OF FORECLOSURE AND SALE

DEFICIENCY DEMANDED AGAINST
JANET L. NELUMS

(151091.00064RCO)

TO: Scott and Corley, P.A.
Attorneys for Plaintiff
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
(803) 252-3340

Adrianne L. Turner, Esquire (Attorney for Janet L. Nelums)
P.O. Box 210638
Columbia, SC 29221

Adrianne L. Turner, Esquire (Attorney for Christopher Nelums)
P.O. Box 210638
Columbia, SC 29221

Robert A. Bernstein, Esq. (Attorney for Best Distributing Company)
PO Box 20519
Charleston, SC 29413

Imperial Warehouse Finance, Inc.
1910 Pacific Ave., Ste. 13050
Dallas, TX 75201

Pursuant to Circuit Court Rule 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause.



Pursuant to the said Order of Reference, a hearing was held by this Court. The hearing was conducted in full compliance with Supreme Court Order 2020-04-22-01 (*RE: Operation of the Trial Courts During the Coronavirus Emergency*), as amended. At the hearing, evidence was presented and from the documents and records received into evidence by this Court, I find, conclude and order as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the adjudication of this matter.

2. The Court has determined that Plaintiff has complied with the Administrative Order of the Supreme Court dated May 2, 2011 (2011-05-02-01) and the Administrative Order of the Supreme Court dated May 22, 2009 (2009-05-22-01). The Court has further determined that Plaintiff has fully complied with the Administrative Orders of the Supreme Court dated April 30, 2020 (2020-04-30-02) and May 6, 2020 (2020-05-06-01).

3. The Lis Pendens, Summons, and Complaint (and any amendments thereto or joinders thereto) as well as service affidavits for all defendants have been filed with the Clerk of Court for this county.

4. This action was originally commenced with the filing of Lis Pendens, Summons and Complaint on June 6, 2013 as Case No. 2013-CP-40-03334. The Defendants Christopher and Janet L. Nelums filed an Answer with Counterclaims on July 1, 2013. Plaintiff filed a Reply to Answer and Counterclaims on August 7, 2013. An Order of Reference referring the case to the Master-in-Equity for Richland County was filed February 18, 2014. An Order of Recusal was filed by the Richland County Master-in-Equity on November 13, 2014. The case was removed from the active trial docket by Consent Order filed November 13, 2015. The case was restored to the active docket by Consent Order filed March 22, 2017 and assigned the current Case Number 2017-CP-40-01687. The order also referred the matter to Jeffrey M. Tzerman as Special Referee.

5. The Defendant Imperial Warehouse Finance, Inc. is in default as shown by the Certificate filed herein. The Defendant Best Distributing Company filed an Answer on June 24, 2013. By Order filed July 16, 2015, Plaintiff was granted Judgment on the Pleadings as to the counterclaims of Defendants Christopher and Janet Nelums in their entirety and said counterclaims were dismissed with prejudice. The Defendants Christopher Nelums and Janet Nelums filed a Second Amended Answer and Counterclaim filed on May 28, 2021. The Defendants did not seek leave of court to file the amended pleading as required by the South Carolina Rules of Civil Procedure and Plaintiff's counsel objected to

the amended pleading at the hearing. The court finds that the amended pleading was not filed in accordance with the court rules and Plaintiff's motion to strike the amended pleading is granted.

6. All of the above-named Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing of this matter. Defendant Christopher Nelums appeared at the hearing and stated that the Defendant Janet Nelums and Attorney Adrienne Turner would not be appearing. Defendant Christopher Nelums further stated that their attorney Adrienne Turner had been relieved as counsel in this matter. This court finds that no motion seeking withdrawal as counsel was provided to or served upon the Special Referee prior to hearing and this court has not issued any order relieving Defendants' counsel. The record confirms proper notice of hearing was provided to all parties and specifically to Defendants' counsel of record.

7. According to the affidavit(s) and certifications filed herein, any Defendant who is in default has been reviewed for his/her eligibility under The Servicemembers' Civil Relief Act of 2003 ("SCRA") and any amendments thereto and this review does not indicate any Defendant is eligible for such protections.

8. No Defendant raised any credible issues related to Plaintiff's standing to prosecute this action, and Plaintiff is the real party in interest as contemplated by Rule 17(a), SCRCP. The Court finds that any issues related to Plaintiff's standing or ability to prosecute this action not previously raised are waived. Unless specifically denied by an answering Defendant, all allegations in the Complaint of Plaintiff are deemed admitted in full. The court notes that the issue of Plaintiff's standing was previously adjudicated in an adversarial proceeding in the United States Bankruptcy Court with Plaintiff being granted summary judgment on the issue and this court has taken judicial notice of the Order filed March 17, 2020 in United States Bankruptcy Court Adversarial Proceeding No. 19-80032-jw. The court further notes that Plaintiff is in physical possession of the original promissory note and Plaintiff's counsel presented the original promissory note to the court at hearing.

9. Plaintiff filed a Motion for Summary Judgment on November 13, 2017 with supporting affidavits and memorandum of law. A hearing on the motion was scheduled for March 12, 2018 but continued, with the court requesting further documentation from the Plaintiff as to the payments alleged by Defendants Christopher and Janet Nelums to have been paid on the account during and subsequent to a prior bankruptcy matter but allegedly not properly credited to the account. Plaintiff also reviewed the account for loss mitigation, but the parties were unable to reach an agreement to resolve the arrearage. Plaintiff's counsel submitted a detailed statement to the court by letter dated October 19, 2018 confirming that all the payments referenced by Defendants Christopher and Janet Nelums had been properly credited to the account and providing supporting documentation, including an itemized payment history and



relevant documents from the Defendants' 2008 Bankruptcy Case Mo. 08-01310-dd. The case was rescheduled for hearing to be held on November 21, 2018. The case was stayed pursuant to a Chapter 13 Bankruptcy Petition filed by Defendant Janet Nelums on November 19, 2018 as Case No. 18-05885-jw and an Order Removing Case from Active Docket was filed on November 29, 2018. The 2018 Bankruptcy case was dismissed by Order filed April 21, 2020. The court notes that Defendant Janet Nelums also filed an adversarial proceeding as Bankruptcy Case No. 19-80032-jw and the United States Bankruptcy Court ruled in favor of Plaintiff herein on cross-motions for summary judgment in that matter pursuant to Order filed March 17, 2020. The case was restored to the active roster by order filed February 22, 2021.

10. A second hearing on Plaintiff's Motion for Summary Judgment was held on June 4, 2021. A motion for summary judgment is appropriate only when it is clear there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. *Shumpert v. Time Insurance Co.*, 328 S.C. 574, 493 S.E.2d 111 (Ct. App. 1997). In ruling on a motion for summary judgment, the trial court must view the evidence and all inferences which can be reasonably drawn therefrom in the light most favorable to the non-moving party. *Id.* Under Rule 56(c), the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Once the moving party meets its initial burden, the non-moving party may not rest on mere allegations or denials in the pleadings; rather the non-moving party must come forward with specific facts showing there is a genuine issue for trial. *Boone v. Sunbelt Newspapers, Inc.* 347 S.C. 571, 556 S.E. 2d 732 (Ct. App. 2001). The counterclaims alleged by Defendants Christopher and Janet Nelums in their Answer were adjudicated and dismissed with prejudice by Order filed July 16, 2015. At the previous hearing herein, Defendants disputed whether full credit had been given for all payments submitted. Plaintiff's counsel previously submitted the Trustee's Report on Distributions from the previous Chapter 13 Bankruptcy and an itemized payment history, which confirmed that all payments questioned by defendants had been properly credited to the account. Plaintiff also submitted the Trustee's Report showing that no payments were made by the Defendants Christopher and Janet Nelums during their most recent Bankruptcy case. Plaintiff's counsel further confirmed that the Defendants Christopher and Janet Nelums had been reviewed for loss mitigation but had declined a proposed loan modification. In support of the motion, Plaintiff has filed an updated Affidavit of Indebtedness which includes an itemization of the debt, itemized payment history and notice of breach. Plaintiff also submitted relevant documents from the most recent Chapter 13 Bankruptcy by Janet Nelums, including the PACER summary of the case, the Proof of Claim submitted for this mortgage debt, the Trustee's Report showing no disbursements on the claim and the Order Dismissing the Bankruptcy Case. The records from the recent bankruptcy cases show that Defendant



Janet Nelums objected to the proof of claim for the mortgage debt and the matter was litigated in an Adversarial Proceeding conducted by the United States Bankruptcy Court. By Order filed March 17, 2020, the United States Bankruptcy Court approved the proof of claim. This court further notes that the order from the Adversarial Proceeding fully adjudicated the issues that Defendants seek to raise again in their latest amended pleading filed by defendants without leave of court. One of the primary contentions by the Defendants is that Plaintiff is not the real party in interest and/or is not the holder in due course of the mortgage debt. The Order from the Adversarial Proceeding made a specific finding that Plaintiff was in physical possession of the original promissory note, which was presented for inspection during those proceedings, and that the mortgage was properly assigned to Plaintiff pursuant to the chain of assignments filed in the public record. Defendant Christopher Nelums admitted that he was present during and participated in the adversarial proceeding. Plaintiff's counsel also presented the original promissory note to the court in this proceeding, thereby providing it standing to demand payment thereon under the applicable statutory and caselaw of South Carolina. This court cannot make a finding contrary to the previous adjudication by the United States Bankruptcy Court on the identical issues. Additionally, the evidence presented clearly establishes that the Plaintiff is the holder in due course of the note and mortgage, that the mortgage loan is in default and Plaintiff is entitled to foreclose on the account. The court finds that Plaintiff has met the requisite burden of proof and is entitled to an Order granting summary judgment as to the foreclosure cause of action.

11. For value received, Janet L. Nelums made, executed and delivered an Adjustable Rate Note dated August 6, 2002, promising thereby to pay to the order of IndyMac Bank, F.S.B., a federally chartered savings bank the sum of \$112,000.00 with interest at the initial rate of 9.87500% per annum. 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, the said Christopher Nelums and Janet L. Nelums, made, executed and delivered to IndyMac Bank, F.S.B., a federally chartered savings bank, a Mortgage in writing, dated August 6, 2002, covering real property in Richland County, which is the same as that described in the Complaint or Amended Complaint. The Mortgage was filed on August 20, 2002 and is of record in the Office of the Clerk of Court/Register of Deeds for Richland County in Book 695 at Page 1050. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s).

13. Thereafter, said Mortgage was assigned to Plaintiff by assignment instrument dated April 20, 2004 and recorded May 21, 2004 in Book 937 at Page 3357.

14. The note and mortgage were subsequently modified by an Agreement for Modification or Extension of a Mortgage dated April 8, 2003 and a second Loan Modification dated May 25, 2010 which

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were also entered into evidence as exhibits.

15. Pursuant to the South Carolina Lis Pendens Statute (S.C. Code Section 15-11-10, et. seq.) Counsel for Plaintiff has accomplished a Report on Title whereby Counsel for Plaintiff has, upon information and belief, named all parties who claim or may claim an interest in the subject property. This Court further finds that this Report on Title is a recoverable charge, expense, or cost as provided for in the Mortgage and/or Note contracts and the amount is found to be reasonable.

16. This Court therefore finds that this Mortgage constitutes a first lien on the mortgaged premises.

17. The Court finds that Plaintiff and its counsel have fully complied with all of their obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as all applicable Federal or State statutes or regulations, including, but not limited to, the furnishing of any notices, where applicable (e.g. post referral loss mitigation solicitation letter and/or acceleration warning letter, if or where applicable); the review of this Mortgage loan for compliance with the Home Affordability Modification Program (HMP), if applicable; and moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised or have not established any compliance defenses or objections as to the servicing of any applicable banking or consumer laws by Plaintiff and/or its counsel.

18. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being on active duty or recently discharged. The Notice of Hearing issued by Counsel for Plaintiff specifically requests any defendant eligible under the SCRA contact Plaintiff's counsel. The Court finds that Counsel for the Plaintiff shall be entitled to recover its charges from the Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action.

19. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being under the protection of the United States Bankruptcy Court. Any demand for a deficiency is not applicable if a party has received a discharge in bankruptcy during the life of the mortgage or is currently under the active protection of the bankruptcy courts. Moreover, any party to this action who is a discharged borrower to the debt of the Plaintiff shall not be subject to and is specifically excluded from both the calculation and collection of any amounts due and owing to the Plaintiff, as required by Rule 71(a) of the South Carolina Rules of Civil Procedure. The Court finds that Counsel for Plaintiff shall be entitled to recover its charges from Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action and the Court finds such charges to be reasonable.

20. Payment due on the Note has not been made as provided for in the Note and Plaintiff has



elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

21. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in judicially prosecuting a real property mortgage credit matter, the attendant professional duties and responsibilities, and the size of the mortgage debt and consistent with similar case proceedings before this Honorable Court, I find that a reasonable attorney's fee in this matter would be \$11,052.50. This award is consistent with the laws of this state in the awarding of attorney fees. I have considered the six (6) factors (none of these factors is controlling in the singular) as follows: (1) the nature, extent and difficulty of the legal service rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. Taylor v. Medenica, 331 S.C. 575, 503 S.E.2d 458 (1998); Baron Data Systems v. Loter, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989), Jackson v. Speed, 326 S.C. 289, 486 S.E.2d 750 (1997). Pursuant to the language in the Note and Mortgage, this Court has specifically reviewed and satisfied itself with all six (6) factors, as well as the disclosed client billing by Plaintiff's counsel considered in awarding reasonable attorneys' fees and costs/expenses/charges in this matter as set forth herein in this paragraph as well as Paragraph 23. As itemized below, I find all of the itemized fees and costs/expenses/charges to be reasonable.

22. Although I have heretofore given consideration to all six (6) factors in the awarding of attorney fees and costs herein, jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such current or additional professional compensation.

23. The amount due and owing on the Note, with interest at the rate provided in the Note, including attorney's fee and allowable costs and charges allowable under and secured by the Note and Mortgage, is as follows:

(a) Principal due	\$128,124.03
(b) Interest Due from 07/01/2010 to 06/04/2021	\$82,234.24
(c) Escrow Adjustments	\$21,150.54
(d) Broker's Price Opinion/Appraisals	\$2,255.00
(e) Previous Bankruptcy Fees/Costs	\$29,370.40
(f) Property Inspections	\$0.80
(g) Paid Attorney's Costs	\$2,259.79

(h) Paid Attorney's Fees	\$8,537.50
(i) Attorney's fees (awarded herein, but unpaid)	\$2,515.00
TOTAL DEBT secured by Note and Mortgage including	\$276,447.30
interest to date shown	

Interest shall continue to accrue on the unpaid principal balance shown in (a) above, at the current rate of 5.875% from the date of hearing until entry of judgment, and such interest shall be added to the above stated "Total Debt": to comprise the amount of the judgment debt entered herein. Interest after the date of entry of judgment at the rate of 5.875% per annum (pursuant to the terms of the Note and Mortgage) shall accrue on the judgment debt and shall be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date of compliance with the terms of judicial sale. (Items (e) through (o) are subject to supplemental revision by Plaintiff's counsel and/or modification by the Court, with such items including but not limited to post-judgment escrow and corporate advances, and costs related to the publication and sale of the subject property.)

24. Based upon a search of the public records of the aforesaid county pursuant to the South Carolina Lis Pendens statute, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

25. Plaintiff is seeking the usual foreclosure of mortgage and has in the Complaint expressly demanded the right to a personal or deficiency judgment against Janet L. Nelums.

26. The Defendant(s) below named claim(s) or may claim a lien or interest upon or interest in the subject property:

(a) The Defendant, Imperial Warehouse Finance, Inc., by virtue of that certain mortgage from Janet Nelums and Christopher Nelums to Fidelity First Lending, Inc., d/b/a Valley Pine Mortgage, dated December 04, 2000, in the original amount of \$95,000.00, and recorded on December 11, 2000, in the Office of the Richland Clerk of Court/Register of Deeds in Book 465, at Page 1691. Thereafter, said mortgage was assigned to Southern Pacific Bank, a California Corporation by assignment instrument Dated December 4, 2000 and recorded February 12, 2001 in Book 482 at Page 2589; thereafter, said mortgage was assigned to Imperial Warehouse Finance, Inc. by assignment instrument dated May 1, 2001 and recorded May 14, 2001 in Book 517 at Page 2458. Thereafter, said mortgage was purportedly assigned to Mortgage Guarantee Collateral Acceptance by assignment instrument dated May 1, 2001 and recorded August 7, 2002 in Book 691 at Page 1760; however, said assignment instrument is invalid. The record reflects that the complaint alleged this mortgage had been paid but not satisfied or released of

record. The record further reflects that the pleadings were properly served upon the defendant, but no answer or responsive pleading was filed. Defendant Christopher Nelums also testified at hearing that this mortgage had been paid. The court hereby finds that this mortgage has been paid and should be satisfied or released of record.

27. The Defendants below-named claim or may claim a subordinate lien or junior interest upon or interest in the subject property, including but not limited to the subordinate lien or junior interests specifically described below, and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with the Circuit Court Rules 53 and/or 71. The subject Defendant(s) is/are further made a party due to the similarity in name(s) to the primary defendants against whom they claim or may claim a lien and in order to clear title to this property as follows:

(a) The Defendant, Best Distributing Company, by virtue of that certain judgment against Christopher Nelums, et al in the original amount of \$6,013.56, recorded on July 25, 2008, in the Office of the Richland Clerk of Court/Register of Deeds as Case No. 2008-CP-40-02647.

28. None of the named Defendant(s) has/have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

29. Plaintiff is granted leave to submit an Amended or Supplemental Affidavit of Attorney Fee and Costs for any additional fees and costs incurred in this matter but not included in order and/or subsequently occurred.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009. Furthermore, Plaintiff has fully met the requirements of the Administrative Orders of the South Carolina Supreme Court (2020-04-30-02) and (2020-05-06-01) issued by Chief Justice Donald W. Beatty, dated April 30, 2020, and dated May 6, 2020.

2. After review of the pleadings of the parties, the Plaintiff's motion for summary judgment



and attached exhibits, the documents and prior orders from the Bankruptcy cases and the arguments presented at hearing, I find that the Plaintiff has met its burden of establishing its right to foreclose upon the subject property. Further, I find that it submitted credible evidence as to the amount of the total debt owed on the property as of the date of its affidavit. Additionally, Defendants have failed to come forward with any specific facts showing there is a genuine issue for trial.

3. With the production of the Note, Mortgage, applicable Assignment(s), and Affidavit of Indebtedness and Affidavit of Attorney's fees Plaintiff has provided ample evidence that it is entitled to foreclosure in this matter and has properly established its damages due to the Defendant's breach of the terms and conditions of the Note and Mortgage. Furthermore, no Defendant has provided any evidence of any specific facts which would tend to show there is a genuine issue of material fact for trial. Therefore, Plaintiff's Motion for Summary Judgment should be granted and Plaintiff should have judgment of foreclosure of the Mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

4. All of the named Defendant(s) has/have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

5. Plaintiff should have a personal or deficiency judgment against Janet L. Nelums.

6. The mortgage from Janet Nelums and Christopher Nelums to Fidelity First Lending, Inc., d/b/a Valley Pine Mortgage, dated December 04, 2000 and recorded on December 11, 2000, in the Office of the Richland Clerk of Court/Register of Deeds in Book 465, at Page 1691 and thereafter assigned to Southern Pacific Bank, a California Corporation by assignment instrument recorded February 12, 2001 in Book 482 at Page 2589 and thereafter assigned to Imperial Warehouse Finance, Inc. by assignment instrument dated May 1, 2001 and recorded May 14, 2001 in Book 517 at Page 2458 should be released as to the subject property.

Now, on motion or notice of Plaintiff's attorney,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009. Furthermore, Plaintiff has fully met the requirements of the Administrative Orders of the South Carolina Supreme Court (2020-04-



30-02) and (2020-05-06-01) issued by Chief Justice Donald W. Beatty, dated April 30, 2020, and dated May 6, 2020.

2. Plaintiff's Motion for Summary Judgment is granted.

3. That there is due to Plaintiff on the obligation and mortgage as set forth in the Complaint or Amended Complaint the sum of \$276,447.30, representing the total debt due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

4. The amount due in the preceding paragraph (the "total debt" as set forth in Paragraph hereinabove, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff (may be supplemented as permitted by the Court) and shall bear interest hereafter at the rate of 5.875 percent per annum.

5. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint or Amended Complaint, as hereinafter set forth, be sold by this Court at public auction, after giving Notice of the time and place of such sale by advertisement according to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this Court, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:

(a) CERTIFIED FUNDS: The Special Referee will require a deposit of 5% on the amount of the bid (in certified funds or equivalent, said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days same to be forfeited 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 5.875 percent.

(c) The sale shall be subject to taxes and assessments, existing easements and restrictions of record and prior liens of record.

(d) This Mortgage constitutes a first lien covering the real estate and improvements therein described, if applicable, any mobile/manufactured home located thereon.

(e) Purchaser to pay for deed stamps/transfer taxes and costs of recording the satisfaction of mortgage by foreclosure and the deed, with Plaintiff to pay the Statutory allowed fee to the preparer of said deed (be it this Court or Counsel for Plaintiff).

6. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Court only the amount of

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the outstanding costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

7. Personal or deficiency judgment being demanded, the bidding will remain open for a period of thirty (30) days after the sale date. Plaintiff may waive its right to a deficiency judgment prior to sale, in which case the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

8. This Court will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court, provided notice of the new sales date is duly advertised as required by law. This Court 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 the date of sale, then this 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. In the event Plaintiff is the successful bidder, at its option, or the option of its assignee, the deed may be taken subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this order and hereinafter more fully described. All bidders are hereby and herein noticed that in the event the successful bidder is a third party, neither Plaintiff nor Plaintiff's counsel make any warranties or representations of any kind as to the subject property, including but not limited to its title or habitability on behalf of the third-party bidder or any subsequent purchasers.

9. That, in addition to all notices to the property owner(s) which are required by the South Carolina Rules of Civil Procedure or other law, in a case involving property owner's SCRCF Rule 55 default, or in any other case or circumstance where property owner(s) would not ordinarily receive a copy of the Order of Foreclosure and/or the Notice of Sale, the party seeking foreclosure (Foreclosing Party) shall, within five (5) days of the execution of this Order cause this Order and the Notice of Sale (if available) to be served by US Mail upon said property owner(s). A Certificate of Service, pursuant to Rule 5, SCRCF, shall be filed with the Clerk of Court expeditiously. In cases where the Notice of Sale is executed later in time than the Order, service shall be accomplished separately, and shall be sent no later than five (5) days from receipt by the Foreclosing Party.

10. The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this individually captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of

Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date.

11. In the event of a third party bidder wherein the successful third party bidder fails to deliver the required deposit in certified (immediately collectible) funds to this Court by close of bidding on the day of the sale, this Court will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff.

12. That this Court shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem or SCRA Attorney Fee or fees of any attorneys appointed by motion of Plaintiff's Counsel and under Order of the Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and Plaintiff's attorney shall receive and disburse such funds only in total and absolute compliance with the debt, interest, escrow, and related calculations of this Court including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71, South Carolina Rules of Civil Procedure;

NEXT: Any surplus will be held pending further order of the Court as provided for in the South Carolina Rules of Civil Procedure and particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

13. It is further ORDERED, that if the successful bidder is other than the person(s) or entity in possession herein, the Sheriff of this County is ordered and directed to evict and remove from the premises the occupants 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.

14. And it is further ORDERED, ADJUDGED AND DECREED that none of the named Defendant(s) has/have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

15. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the mortgaged property at the time of the filing of the notice of

pendency of the within action, and the name of the grantee, and the applicable recorder of deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

16. This Court will retain exclusive jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, all matters post-sale which may affect the transfer of the title to the subject real property and all improvements thereon, as well, the issuance of a Writ of Assistance.

17. Upon issuance of this Court's Report on Sale and Disbursements, the Clerk of Court/Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

Mortgage from Christopher Nelums and Janet L. Nelums to IndyMac Bank, F.S.B., a federally chartered savings bank, dated August 6, 2002, covering real property in Richland County, filed on August 20, 2002, and is of record in the Office of the Clerk of Court/Register of Deeds for Richland County in 695, at Page 1050.

18. This sale is specifically subject to all title matters of record, including but not limited to any other senior lien or encumbrance, and any interested party should consider performing an independent title examination of the subject property as no warranty is given at all by the Court, Plaintiff or its Counsel.

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

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being about seven (7) miles North of the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 16 and 17, Block G, Section II, Highland Forest Subdivision, as more fully shown and delineated on a plat of Highland Forest Subdivision (Section II) by McMillan Engineering Company dated July 17, 1972, last revised on September 24, 1973, and recorded in the Office of the Clerk of Court for Richland County in Plat Book X at Page 2809.

Lot 16:

This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate) and Jane Gill and Ray P. Turner, individually, dated May 18, 1999 and recorded May 21, 1999 in Book 308 at Page 2191 in the Office of the Register of Deeds of Richland County, South Carolina.

Lot 17:

This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate), and Jane Gill and Ray P. Turner, individually, dated December 9, 2000 and

recorded December 11, 2000 in Book 465 at Page 1703 in the Office of the Register of Deeds of Richland County, South Carolina.

TMS No. 11916-2-16

Property address: 813 N Highland Forest Drive
Columbia, SC 29203

20. IT IS FURTHER ORDERED that if Plaintiff or Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day as ordered by this court.

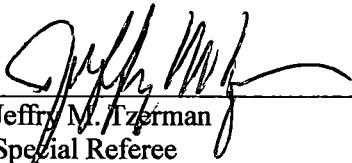
21. IT IS FURTHER ORDERED that no Defendant raised any credible issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

22. All of the named Defendant(s) has/have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

23. IT IS ORDERED that Plaintiff is entitled to a personal or deficiency judgment against Janet L. Nelums.

24. The mortgage from Janet Nelums and Christopher Nelums to Fidelity First Lending, Inc., d/b/a Valley Pine Mortgage, dated December 04, 2000 and recorded on December 11, 2000, in the Office of the Richland Clerk of Court/Register of Deeds in Book 465, at Page 1691 and thereafter assigned to Southern Pacific Bank, a California Corporation by assignment instrument recorded February 12, 2001 in Book 482 at Page 2589 and thereafter assigned to Imperial Warehouse Finance, Inc. by assignment instrument dated May 1, 2001 and recorded May 14, 2001 in Book 517 at Page 2458 is hereby released as to the subject property.

AND IT IS SO ORDERED.


Jeffrey M. Fzerman
Special Referee

Camden, South Carolina
June 29, 2021

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2017-CP-40-01687

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002

Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Scott and Corley, P.A.

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED FOR BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk :

The property which is the subject of this action shall be sold at public sale pursuant to the Master in Equity's Report and Judgment of Foreclosure and Sale.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		

If applicable, describe the property, including tax map information and address, referenced in the order:

TMS No. 11916-2-16

Property address: 813 N Highland Forest Drive, Columbia, SC 29203

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.
Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

6/15/21

Special Referee

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Scott and Corley, P.A.
P.O. Box 2065
Columbia, SC 29204

Adrianne L. Turner, Esquire (Attorney for Janet L. Nelums)
P.O. Box 210638
Columbia, SC 29221

Adrianne L. Turner, Esquire (Attorney for Christopher Nelums)
P.O. Box 210638
Columbia, SC 29221

Robert A. Bernstein, Esq. (Attorney for Best Distributing Company)
PO Box 20519
Charleston, SC 29413

Imperial Warehouse Finance, Inc.
1910 Pacific Ave., Ste. 13050
Suite 525
Dallas, TX 75201

Attorney for Plaintiff

Attorney for Defendant(s)

Clerk of Court

Court Reporter: _____

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

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

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

Exhibit 3

(Appeal Bond Order)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company, as
Trustee for Home Equity Mortgage Loan Asset-
Backed Trust, Series SPMD 2002-B, Home
Equity Mortgage Loan Asset-Backed Certificates,
Series SPMD 2002-B under the Pooling and
Servicing agreement dated Sept 1, 2002,

PLAINTIFF,

VS.

Janet L. Nelums a/k/a Janet Nelums; Christopher
Nelums; Imperial Warehouse Finance, Inc.; and
Best Distributing Company,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2017-CP-40-01687

ORDER SETTING APPEAL BOND

(151091.00064RCO)

This is a foreclosure action as to certain property located in Richland County. At the hearing held on June 4, 2021, the Defendant Christopher Nelums stated his intention to appeal the Order Granting Summary Judgment and Order and Judgment of Foreclosure and Sale. Therefore, this order is for the purpose of setting an appeal bond should the defendants seek to stay the foreclosure sale during the pendency of any appeal.

Pursuant to § 18-9-170 S.C. Code of Laws, a judgment providing for the sale or delivery of real property shall not be stayed on appeal unless a written undertaking is executed on the part of appellant, with two sureties, to the effect that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaking until delivery of possession thereof pursuant to the judgment, not exceeding a sum to be fixed by a judge of the court by which judgment was rendered and which shall be specified in the undertaking. The statute further provides that when the judgment directs the sale of land to satisfy a mortgage thereon, the undertaking shall provide in case the judgment appealed from be affirmed and the land sold for less than the judgment debt and costs thereon then the appellant shall pay for any waste committed or suffered to be committed on the land and shall pay a reasonable rental value for the use and occupation of the land from the time of the execution of the undertaking to the time of the sale, but not exceeding the amount of such deficiency, which sums shall be duly entered as a payment on the judgment.

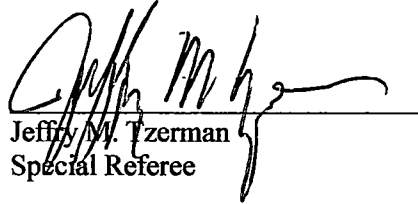
#1/21/21

After careful consideration of the factors set forth in the statute, the Court finds the Defendant(s) shall post an appeal bond of not less than One Hundred Fifty Thousand and 00/100ths (\$150,000.00) Dollars to stay the foreclosure sale;

The court further finds that the issuers of such appeal bond must be properly licensed issuers of such bonds and have a security license to issue such bonds within the State of South Carolina;

The court further finds that any appeal bond issued in this matter must comply with the requirements of § 18-9-170, S.C. Code of Laws.

AND IT IS SO ORDERED.


Jeffrey M. Tzerman
Special Referee

Camden, South Carolina

June 29, 2021

#2

Exhibit 4

(Report on Sale)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) IN THE COURT OF COMMON PLEAS
 JUDGMENT NO. 2017CP4001687

Deutsche Bank National Trust Company as)
 Trustee for Home Equity Mortgage Loan)
 Asset-Backed Trust, Series SPMD 2002-B,)
 Home Equity Mortgage Loan Asset-Backed)
 Certificates, Series SPMD 2002-B under the)
 Pooling and Servicing Agreement dated)
 September 1, 2002,)

Plaintiff,)

vs.)

Janet L. Nelums a/k/a Janet Nelims; Christopher)
 Nelums; Imperial Warehouse Finance, Inc.; and)
 Best Distributing Company;)

Defendants.)

**SPECIAL REFEREE'S REPORT
 ON SALE, ORDER OF
 CONFIRMATION, AND ORDER
 FOR DEFICIENCY JUDGMENT
 (Non-Jury Foreclosure)**

1. On June 29, 2021, the Honorable Jeffrey M. Tzerman as Special Referee in the above-captioned foreclosure action issued his Special Referee's Order Granting Plaintiff's Motion for Summary Judgment and Order and Judgment of Foreclosure and Sale. On the same date, the Special Referee issued an Order Setting Appeal Bond. Both the Judgment and the Order were filed on July 1, 2021, with the Richland County Clerk of Court.

2. No appeal was filed to the Judgment.

3. By Order filed November 16, 2022, Judge Tzerman recused himself as Special Referee in the case.

4. On October 31, 2023, the Honorable Kristi F. Curtis as Circuit Court Judge issued her Order on Plaintiff's Motion for Sanctions and Gatekeeper Order for the reasons stated therein. In the Order, the Defendants Janet L. Nelums and Christopher Nelums were specifically

"...prohibited from filing, presenting, or serving additional documents, papers, or pleading related to the Property, Plaintiff, SLS, and/or this foreclosure until the Property can be sold, and the foreclosure proceedings completed unless (i) Defendants secure leave of the undersigned to present the document to the Clerk of Court, or (ii) the filing is signed by a member of the South Carolina Bar in good standing."

-2-

5. Pursuant to additional terms of Judge Curtis's Order, the Richland County Clerk of Court on January 9, 2024, issued her Order appointing the undersigned as Special Referee to conduct a foreclosure sale and to issue related post-sale documents.

6. On February 20, 2024, the undersigned issued his Notice of Special Referee's Sale scheduling the foreclosure sale for April 1, 2024.

7. On March 25, 2024, the Defendants Janet L. Nelums and Christopher Nelums filed with the Richland County Clerk of Court documents which were not signed by a licensed South Carolina attorney and were not authorized by Order of Judge Curtis. On the Motion Coversheet, the Defendants checked the box indicating "No Hearing Requested." The coversheet also has the following note: "Filer was aware of order dated 10-31-2023 and still requested his 3 motions be filed."

8. On April 28, 2024, the Nelums sent the undersigned an email with documents attached. Again, this submission was without the authority of Judge Curtis and without the signature of a licensed South Carolina attorney.

9. To the extent that the filing of March 25, 2024, and the email of April 28, 2024, constitute motions, the relief is denied as being a submission in violation of the October 31, 2023, Order of Judge Curtis.

10. Pursuant to the Judgment of Foreclosure and Sale by the Honorable Jeffrey M. Tzerman dated June 29, 2021, and filed with the Clerk of Court on July 1, 2021, and after due legal advertisement and publication according to law, on April 1, 2024, the undersigned as Special Referee conducted an auction of the property therein described and received from the Plaintiff Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing Agreement dated September 1, 2002, ("Plaintiff") a bid of \$201,388.37, that being the highest bid made on sales day.

Bum
Page 2

-3-

11. The bidding remained open for thirty (30) days as required by the Decree and by Section 15-39-720, Code of Laws of South Carolina, 1976, and on May 1, 2024, the Plaintiff was declared the successful bidder, no further bids having been made.

12. The Plaintiff has paid the costs of the action as required by the Judgment.

13. The undersigned executed and delivered to the Plaintiff a good and sufficient deed of conveyance to the property so sold.

14. The undersigned has paid out and disbursed all funds received in accordance with the Computation attached hereto.

15. Pursuant to the Judgment of Foreclosure and Sale previously issued by Judge Tzerman, I find that the Plaintiff is entitled to have a personal and deficiency judgment against the Defendants Janet L. Nelums, also known as Janet Nelums, and Christopher Nelums in the amount of \$125,237.31 as shown on the attached Computation, together with interest thereon at the rate of 5.875% per annum from May 1, 2024, until paid.

IT IS ORDERED that:

1. The sale of the subject property and the within Report are hereby confirmed.

2. The Plaintiff Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing Agreement dated September 1, 2002, have a personal and deficiency judgment against the Defendants Janet L. Nelums, also known as Janet Nelums, and Christopher Nelums in the amount of \$125,237.31 as shown on the attached Computation, together with interest thereon at the rate of 5.875% per annum from May 1, 2024, until paid.

3. Any relief sought by the Defendants Janet L. Nelums, also known as Janet Nelums, and Christopher Nelums in the documents filed with the Clerk of Court on March 25, 2024, and emailed to the undersigned on April 28, 2024, is hereby denied in that the filing and submission

BM
Page 3

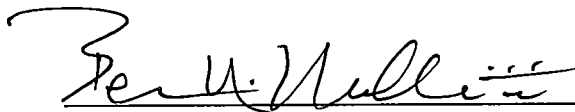
-4-

were in contravention of the Order of Kristi F. Curtis filed October 31, 2023.

AND IT IS SO ORDERED.

May 13, 2024

Columbia, South Carolina


BEN N. MILLER III as Special Referee

*Done
Page 4*

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) IN THE COURT OF COMMON PLEAS
JUDGMENT NO. 2017CP4001687

Deutsche Bank National Trust Company as
Trustee for Home Equity Mortgage Loan
Asset-Backed Trust, Series SPMD 2002-B,
Home Equity Mortgage Loan Asset-Backed
Certificates, Series SPMD 2002-B under the
Pooling and Servicing Agreement dated
September 1, 2002,

Plaintiff,

vs.

Janet L. Nelums a/k/a Janet Nelims; Christopher
Nelums; Imperial Warehouse Finance, Inc.; and
Best Distributing Company;

Defendants.

**COMPUTATION OF
DEFICIENCY JUDGMENT**
(Non-Jury Foreclosure)

A. Amount due Plaintiff per Special Referee's Order and Judgment of Foreclosure and Sale dated June 29, 2021:

(a)	Judgment amount with interest on principal amounts to June 4, 2021.	\$276,447.30
(b)	Interest on judgment amount from June 4, 2021, to May 1, 2024, at 5.875% per annum (1061 days)	<u>47,214.50</u>

TOTAL DEBT PER JUDGMENT \$323,661.80

(c)	Special Referee's fees and commission paid by the Plaintiff.	\$ 2,138.88
(d)	Publication costs paid by the Plaintiff.	<u>825.00</u>

TOTAL DEBT PER JUDGMENT \$326,625.68

B. Amount bid the Plaintiff \$201,388.37

C. Amount of Deficiency against the Defendants Janet L.
Nelums, also known as Janet Nelums, and
Christopher Nelums (A-B). \$125,237.31

BALANCE OF FEES PAYABLE TO SPECIAL REFEREE:

Reference fee	\$ 125.00
Commission	<u>2,013.88</u>
Balance due	\$ 2,138.88

Bruce

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017-CP-40-01687

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002

Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Scott and Corley, P.A.

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED FOR BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk:

The property which is the subject of this action sold at public sale pursuant to the Special Referee's Report and Judgment of Foreclosure and Sale.

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002	Janet L. Nelums a/k/a Janet Nelums	\$125,237.31

If applicable, describe the property, including tax map information and address, referenced in the order:

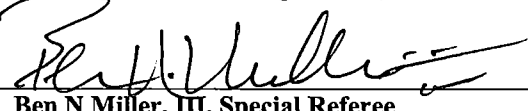
TMS No. 11916-2-16

Property address: 813 N Highland Forest Drive, Columbia, SC 29203

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.



Ben N Miller, III, Special Referee

SCRPC Form 4C (02/2017)

Judge Code

5-13-2024

Date

Page 1 of 2

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Scott and Corley, P.A.
P.O. Box 2065
Columbia, SC 29204

Adrianne L. Turner, Esq. (Attorney for Janet L. Nelums)
P.O. Box 210638
Columbia, SC 29221
Adrianne L. Turner, Esq. (Attorney for Christopher Nelums)
P.O. Box 210638
Columbia, SC 29221
Janet L. Nelums
813 N. Highland Forest Drive
Columbia, SC 29203
Christopher Nelums
813 N. Highland Forest Drive
Columbia, SC 29203
Robert A. Bernstein, Esq. (Attorney for Best Distributing Company)
PO Box 20519
Charleston, SC 29413
Imperial Warehouse Finance, Inc.
1910 Pacific Ave., Ste. 13050
Suite 525
Dallas, TX 75201
Defendants / Attorney for Defendant(s)

Attorney for Plaintiff

Clerk of Court

Court Reporter: _____

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.
This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

SCOTT AND CORLEY, P.A.
Attorneys and Counselors at Law

Street Address:
2712 Middleburg Drive, Suite 200
Columbia, SC 29204

TELEPHONE: (803) 252-3340
FACSIMILE: (803) 252-3346

Mailing Address
P.O. Box 2065
Columbia, SC 29202

May 14, 2024

Clerk of Court for Richland County
Post Office Box 2766
Columbia, SC 29202-2766

RE: Deutsche Bank vs. Janet Nelums
Case No. 2017-CP-40-01687
SLF No. 151091.00064

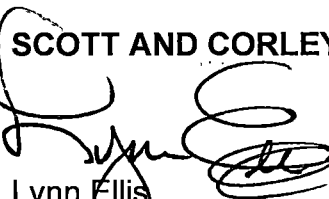
Dear Ms McBride:

Enclosed please find the Special Referee's Report on Sale, Order of Confirmation, and Order for Deficiency Judgment to be filed in the above-referenced matter. Please file the original and return a clocked original in the envelope provided.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

SCOTT AND CORLEY, P.A.


Lynn Ellis
Senior Paralegal

Enclosures: As stated

Exhibit 5

(Foreclosure Deed)

Book 2924-2697

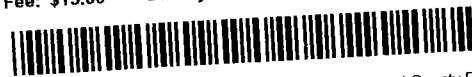
2024021753 05/20/2024 12:22:33:327

Master's Deed-Foreclosure

Fee: \$15.00

County Tax: \$0.00

State Tax: \$0.00



2024021753

John T. Hopkins II

Richland County R.O.D.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SPECIAL REFEREE'S
DEED OF FORECLOSURE

I, Ben N. Miller III as Special Referee, in the said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Richland County between Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002, as Plaintiff and Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company, as Defendants, by an Order filed on June 29, 2021, it was decreed that the property hereinafter described should be sold on the terms and for the purposes mentioned in the Orders granted in the case (see Judgment Roll No. 2017CP4001687).

NOW THEREFORE KNOW ALL MEN, that I, the undersigned as Special Referee, pursuant to the foregoing Decree and its resulting sale occurring on April 01, 2024, and for and in consideration of the sum of Two Hundred One Thousand Three Hundred Eighty-Eight and 37/100 (\$201,388.37) as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant and release the following described property unto the grantee: **Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B, 6200 S Quebec St., Suite 300, Greenwood Village, CO 80111:**

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being about seven (7) miles North of the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 16 and 17, Block G, Section II, Highland Forest Subdivision, as more fully shown and delineated on a plat of Highland Forest Subdivision (Section II) by McMillan Engineering Company dated July 17, 1972, last revised on September 24, 1973, and recorded in the Office of the Clerk of Court for Richland County in Plat Book X at Page 2809.

Lot 16:

This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate) and Jane Gill and Ray P. Turner, individually, dated May 18, 1999 and recorded May 21, 1999 in Book 308 at Page 2191 in the Office of the Register of Deeds of Richland County, South Carolina.

Lot 17:

This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate), and Jane Gill and Ray P. Turner, individually, dated December 9, 2000 and recorded December 11, 2000 in Book 465 at Page 1703 in the Office of the Register of Deeds of Richland County, South Carolina.

TMS No. 11916-2-16

Return to Scott and Corley, P.A., P.O. Box 2065, Columbia, SC 29202

Ben Miller
Page 1

Property address: 813 N Highland Forest Drive, Columbia, SC 29203

This property was sold subject to any past due or accruing property taxes, assessments, existing easements and restrictions of record and any other senior encumbrances.

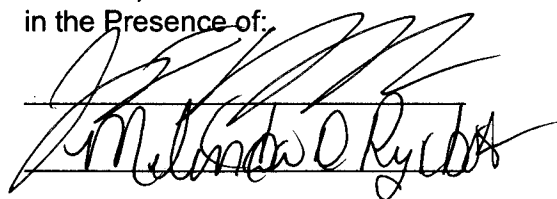
TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, its successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Special Referee for Richland County under and by virtue of the said Order(s), have hereunto set my Hand and Seal the 13th day of May, 2024.

SIGNED, SEALED AND DELIVERED

in the Presence of:


Melinda D. Rykboost


Ben N. Miller III as Special Referee

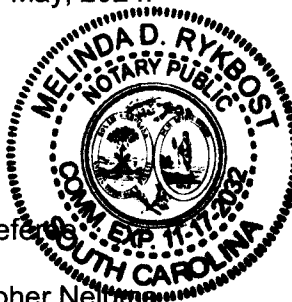
STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT
S.C. Code §30-5-30
(Effective January 1, 1995)

I, Melinda D. Rykboost, a Notary Public for the State of South Carolina, do hereby certify that Ben N. Miller III as Special Referee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS our hands and seal on this 13th day of May, 2024.

 (L.S.)
Notary Public for South Carolina
My Commission expires: 11/17/32



*Index in the name of Ben N. Miller III as Special Referee

*Index in the name of Janet L. Nelums and Christopher Nelums

Return to Scott and Corley, P.A., P.O. Box 2065, Columbia, SC 29202

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says, to the best of my knowledge:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 813 N Highland Forest Drive, Columbia, SC 29203, bearing Richland County Tax Map Number 11916-2-16, was transferred by Special Referee's Deed to Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B on May 13, 2024.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - ✓ (c) X exempt from the deed recording fee because: **Exemption 13: The deed is transferring realty subject to a mortgage to the mortgagee pursuant to foreclosure proceedings. §12-24-40(13).**
4. Check one of the following if either item 3(a) or 3(b) above has been checked.
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here _____
 - (b) Place the amount listed in item 5 above _____
 - (c) Subtract Line 6(b) from Line 6(a) and place the result here _____
7. The deed recording fee due based on the amount listed on Line 6(c) above and the deed recording fee due is: \$.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Attorney for Specialized Loan Servicing as servicer for Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN TO before me this

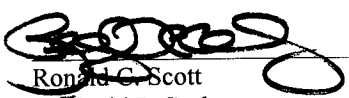
14 day of May, 2024.

(Printed Name): Frances L. Ellis

Notary Public for South Carolina

My Commission Expires: 07/26/2027

(L.S.)


Ronald C. Scott

Reginald P. Corley

Angelia J. Grant

Allison E. Heffernan

H. Guyton Murrell

Jordan D. Beumer

Attorneys for the Plaintiff

Exhibit 6

(Compl., Nelums v. Mill, No. 3:24-cv-04898-MGL)

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Janet Nelums & Chris Nelums

PLAINTIFF(S)

VS.

Ben Mill Jr, special referee, an individual.
Judge Hon, Kristi F. Curtis an individual.
Scott and Corley, P.A. Reginald P. Corley,
an individual. Nelson Mullins Riley &
Scarborough LLP, Matthew A. Abee, an
individual. Madison C. Guyton, an individual.
Black Knight/ Lender Processing Services
(LPS) Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
and, Civil Process Division, Sgt. Kyle
Kovalchuk

DEFENDANT (S)

CIVIL ACTION COVERSHEET

Janet Louise Nelums

Chris Nelums

813 N. Highland Forest Dr,

Columbia, SC 29203-1929

(803) 730-6003

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this cover-sheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment Settlement do not complete*

- ☒ **JURY TRIAL** demanded in complaint ☐ **NON-JURY TRIAL** demanded in complaint
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to **MEDATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|---|
| <p>Contracts</p> <p>☐ Construction (100)
☐ Debt Collection (110)
☐ General (120)
☐ Breach of Contract (140)
☐ Fraud/Bad Faith (150)
☐ Failure to Deliver
Warranty (160)
☐ Employment Discrim (170)
☐ Employment (180)
☐ Other (199) _____</p> <p>Injunctive Petitions:</p> <p>☐ FCR (300)
☐ Mandamus (320)
☐ Habeas Corpus (340)
☐ Other (399) _____</p> <p>Special/Complex/Other</p> <p>☐ Environmental (600)
☐ Automobile Acc (610)
☐ Medical (620)
☐ Other (699) _____</p> <p>☐ Sexual Predator (610)
☐ Permanent Restraining Order (680)
☐ Interpleader (690)</p> | <p>Torts - Professional Malpractice</p> <p>☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
☐ Previous Notice of Intent Case # _____
☐ Notice Filed (250) (260)
☐ Other (299) _____</p> <p>Administrative Law Relief</p> <p>☐ Reinstatement License (500)
☐ Judicial Review (510)
☐ Relief (520)
☐ Permanent Injunction (530)
☐ Forfeiture-Penalty (540)
☒ Forfeiture-Consent Order (550)
☐ Other (599) _____</p> <p>☐ Pharmaceuticals (600)
☐ Unfair Trade Practices (610)
☐ Out-of-State Defendants (650)
☐ Motion to Quash Subpoena (660)
☐ Out-of-County Action (660)
☐ Pre-Suit Discovery (670)</p> | <p>Torts - Personal Injury</p> <p>☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Product Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Assault/Battery (370)
☐ Slander Libel (380)
☐ Other (399) _____</p> <p>Judgment Settlement</p> <p>☐ Death Settlement (700)
☐ Family Judgment (710)
☐ Mortgage Judgment (720)
☐ Minor Settlement (730)
☐ Transient Judgment (740)
☐ Lit Pending (750)
☐ Transfer of Structured
Settlement Payment Rights
Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers
Compensation Settlement
Application (780)
☐ Unemployment Adult
Settlement (790)
☐ Other (799) _____</p> | <p>Real Property</p> <p>☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Partition (450)
☐ Building Code Violation (460)
☐ Other (499) _____</p> <p>Appeal</p> <p>☐ Arbitration (900)
☐ Miscellaneous (910)
☐ Motion/Order Summary (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDC (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm (980)
☐ Employment Security Comm (990)
☐ Other (999) _____</p> |
|--|--|---|---|
- Submitting Party Signature: _____

SCCA 134 (04/2021)

Date: 09 Sept 2024

Page 1 of 2

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Janet Nelums & Chris Nelums
PLAINTIFF(S)

VS.

Ben Mill Jr, special referee, an individual.
Judge Hon, Kristi F. Curtis an individual.
Scott and Corley, P.A. Reginald P. Corley,
an individual. Nelson Mullins Riley &
Scarborough LLP, Matthew A. Abee, an
individual. Madison C. Guyton, an individu
Black Knight/ Lender Processing Services
(LPS) Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
and, Civil Process Division, Sgt. Kyle
Kovalchuk

DEFENDANT (S)

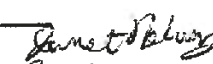
SUMMONS

To the above-named Defendants:

Mr. Ben N. Miller, III
Mckenzie Lybrand, LLP
1704 Main Street
Columbia, South Carolina 29201
bmiller@mckenzielybrand.com
(803) 223-6155

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff within 20 days after the service of this summons, exclusive of the day of service, or (Within 30 days after the service is complete if this summons is not personally delivered to you within the State of South Carolina); and in case of your failure to appear or answer, judgment will Be taken against you by default for the relief demanded in the complaint.

Respectfully submitted on this 9 day of September 9, 2024

Janet Louise Nelums 
Chris Nelums 
813 N. Highland Forest Dr,
Columbia, SC 29203-1929
(803) 730-6003
jnelums@gmail.com
chrisnelums@yahoo.com

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Janet Nelums & Chris Nelums
PLAINTIFF(S)

VS.

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(LPS) Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
and, Civil Process Division, Sgt. Kyle
Kovalchuk

DEFENDANT (S)

SUMMONS

To the above-named Defendants:

The Honorable Kristi F. Curtis
215 North Harvin Street
Sumter, SC 29150
OFFICE: (803) 436-2152
FAX: (803) 774-2825
kcourtssc@sccourts.org

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff within 20 days after the service of this summons, exclusive of the day of service, or (Within 30 days after the service is complete if this summons is not personally delivered to you within the State of South Carolina); and in case of your failure to appear or answer, judgment will Be taken against you by default for the relief demanded in the complaint.

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jnelums@gmail.com
chrisnelums@yahoo.com

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

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Black Knight/ Lender Processing Services
(LPS) Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
and, Civil Process Division, Sgt. Kyle
Kovalchuk

DEFENDANT (S)

SUMMONS

To the above-named Defendants:

Scott and Corley, P.A.
ATTN: Reginald P. Corley
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
Tel: 803-252-3340

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff within 20 days after the service of this summons, exclusive of the day of service, or (Within 30 days after the service is complete if this summons is not personally delivered to you within the State of South Carolina); and in case of your failure to appear or answer, judgment will Be taken against you by default for the relief demanded in the complaint.

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Janet Louise Nelums
Chris Nelums
813 N. Highland Forest Dr,
Columbia, SC 29203-1929
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inelums@gmail.com
chrisnelums@yahoo.com

UNITED STATES DISTRICT COURT
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in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
and, Civil Process Division, Sgt. Kyle
Kovalchuk

DEFENDANT (S)

SUMMONS

To the above-named Defendants:

NELSON MULLINS RILEY & SCARBOROUGH LLP
Matthew A. Abee, SC Bar No. 101100
Madison C. Guyton, SC Bar No. 105205
1320 Main Street / 17th Floor
Columbia, SC 29201
(803) 799-2000
Email: mattabee@nelsonmullins.com
Email: madison.guyton@nelsonmullins.com

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff within 20 days after the service of this summons, exclusive of the day of service, or (Within 30 days after the service is complete if this summons is not personally delivered to you within the State of South Carolina); and in case of your failure to appear or answer, judgment will Be taken against you by default for the relief demanded in the complaint.

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Chris Nelums
813 N. Highland Forest Dr,
Columbia, SC 29203-1929
(803) 730-6003
inelums@gmail.com
chrisnelums@yahoo.com

UNITED STATES DISTRICT COURT
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Black Knight/ Lender Processing Services
(LPS) Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
and, Civil Process Division, Sgt. Kyle
Kovalchuk

DEFENDANT (S)

SUMMONS

To the above-named Defendants:

Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
and, Civil Process Division
5623 Two Notch Road
Columbia, S.C. 29223
phone: 803-576-3000.
fax: 803-576-319

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff within 20 days after the service of this summons, exclusive of the day of service, or (Within 30 days after the service is complete if this summons is not personally delivered to you within the State of South Carolina); and in case of your failure to appear or answer, judgment will Be taken against you by default for the relief demanded in the complaint.

Respectfully submitted on this 9 day of September 9, 2024

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Chris Nelums
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Columbia, SC 29203-1929
(803) 730-6003
inelums@gmail.com
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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Janet Nelums & Chris Nelums
PLAINTIFF(S)

VS.

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Judge Hon, Kristi F. Curtis an individual,
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Black Knight/ Lender Processing Services
(LPS) Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
and, Civil Process Division, Sgt. Kyle
Kovalchuk

DEFENDANT (S)

SUMMONS

To the above-named Defendants:

Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
Sgt. Kyle Kovalchuk
5623 Two Notch Road
Columbia, S.C. 29223
phone: 803-576-3000.
fax: 803-576-319

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Janet Louise Nelums
Chris Nelums
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inelums@gmail.com
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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
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Janet Nelums & Chris Nelums
PLAINTIFF(S)

VS.

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(LPS) Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
and, Civil Process Division, Sgt. Kyle
Kovalchuk

DEFENDANT (S)

SUMMONS

To the above-named Defendants:

Black Knight Financial Services, Inc
Agent T Corporation System
2 OFFICE PARK COURT SUITE 103
Columbia, South Carolina 29223

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff within 20 days after the service of this summons, exclusive of the day of service, or (Within 30 days after the service is complete if this summons is not personally delivered to you within the State of South Carolina); and in case of your failure to appear or answer, judgment will Be taken against you by default for the relief demanded in the complaint.

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Janet Louise Nelums
Chris Nelums
813 N. Highland Forest Dr,
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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

Janet Nelums & Chris Nelums
PLAINTIFF(S)

VS.

Ben Mill Jr, special referee, an individual.
Judge Hon, Kristi F. Curtis an individual.
Scott and Corley, P.A. Reginald P. Corley,
an individual. Nelson Mullins Riley &
Scarborough LLP, Matthew A. Abee, an
individual. Madison C. Guyton, an individual.
Black Knight/ Lender Processing Services
(LPS) Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
and, Civil Process Division, Sgt. Kyle
Kovalchuk

DEFENDANT (S)

COMPLAINT FOR DAMAGES:

- (1) DEPRIVATION OF CIVIL RIGHTS, 42 U.S.C., § 1983, VIOLATIONS.
- (2) JOINT ACTION/CONSPIRACY TO VIOLATE CIVIL RIGHTS, 42 U.S.C., § 1983;
- (3) DEPRIVATION OF CIVIL RIGHTS, 42 U.S.C., § 1983, DELIBERATE INDIFFERENCE TO CONSTITUTIONAL RIGHT IN REFUSAL TO INVESTIGATE EVIDENCE DEMONSTRATING, THE NELUM'S INNOCENCE.
- (4) DEPRIVATION OF CIVIL RIGHTS, 42 U.S.C., § 1983, FALSE EVIDENCE VIOLATIONS;
- (5) JOINT ACTION/CONSPIRACY TO VIOLATE CIVIL RIGHTS, 42 U.S.C., § 1983, FALSE EVIDENCE VIOLATION;
- (6) DEPRIVATION OF CIVIL RIGHTS, 42 U.S.C., § 1983, SUPERVISORIAL LIABILITY;
- (7) DEPRIVATION OF CIVIL RIGHTS, 42 U.S.C., § 1983, VIOLATION OF FOURTEENTH AMENDMENT RIGHTS;
- (8) DEPRIVATION OF CIVIL RIGHTS, 42 U.S.C., § 1983, NELUM'S VIOLATIONS.

**PLAINTIFF'S EMERGENCY MOTION FOR A TEMPORARY RESTRAINING
ORDER AND PRELIMINARY INJUNCTION AND CHALLENGE TO THE
JURISDICTION OF LOWER THE COURT**

MOTION TO DISQUALIFY CIRCUIT COURT Attorney BEN N. Miller This Motion is Verified by Janet Nelums & Chris Nelums SC Code § 16-9-20(2) Court Take Judicial Notice Supreme Court of South Carolina ADMINISTRATIVE ORDER June 3, 2021, Rule 53(b) provides no authority for the order of reference in this case. In matters brought to our attention, the special referee appointed by the circuit court is typically a lawyer. See 28 U.S.C. § 636(c)(3); FED. R. CIV. P. 73(c). **EXHIBIT-A** Janet Nelums & Chris Nelums hereinafter "The"), pro se, ("Plaintiffs"), pursuant to Section (1) Deprivation of Civil Rights, 42 U.S.C., § 1983, Section (2) Joint Action/Conspiracy to Violate Civil Rights, 42 U.S.C, § 1983, Section (3) Deprivation of Civil Rights, 42 U.S.C, § 1983, Deliberate Indifference to Constitutional Rights in Refusal to Investigate Evidence Demonstrating, The Nelum's Innocence, Section (4) Deprivation of Civil Rights, 42 U.S.C., § 1983, False Evidence Violations. Section (5) Joint Action/Conspiracy to Violate Civil Rights, 42 U.S.C., § 1983, False Evidence Violations. Section (6) Deprivation of Civil Rights, 42 U.S.C., § 1983, Supervisorial Liability. Section (7) Deprivation of Civil Rights, 42 U.S.C., § 1983, Violation of Fourteenth Amendment Rights, Section (8) Deprivation of Civil Rights, 42 U.S.C., § 1983, Nelum's Violations and Rule 65 of the Federal Rules of Civil Procedure, moves the Court for entry of a Temporary Restraining Order and Preliminary Injunction

enjoining defendant's special referee Hon, Ben Mill Jr, special referee, an individual. Judge Hon, Kristi F. Curtis an individual. Scott and Corley, P.A. Reginald P. Corley, an individual, Nelson Mullins Riley & Scarborough LLP. Matthew A. Abee, an individual. Madison C. Guyton, an individual. Black Knight/ Lender Processing Services (LPS), Richland County, Sheriff Leon Lott in His Official Capacity as The Sheriff of The Richland County Sheriff's Department and, Civil Process Division, Sgt. Kyle Kovalchek and all persons acting on its behalf, from destroying, disposing of, or Foreclosing on any asset of Janet Nelums & Chris Nelums See: (Bank of New York v Cariello, 69 AD2d 805, 805 [2d Dept 1979]). mortgage is not enforceable because it was based on a Fraud on The Court [*7]"fraudulent/forged deed. Essentially, NELUM'S asserts That because This ("Forged deed") was prepared by McKenzie Lybrand, LLP, and / Signed by Attorney Ben N. Miller III on May 13, 2024, they never had title in the first place, they never had anything to mortgage. Thus, the mortgage was invalid. A void real estate transaction is one where the law deems that no transfer actually occurred (Faison v Lewis, 25 NY3d 220, 225 [2015]). Accordingly, if the deed is void, it does not pass title and cannot be enforced even if title is later acquired by a bona fide purchaser such as, McKenzie Lybrand, LLP, Scott and Corley, P.A. Reginald P. Corley, an individual, Nelson Mullins Riley & Scarborough LLP and Attorney Ben N. Miller III (id.; ABN AMRO Mtge.

Group, Inc. v Stephens, 91 AD3d 801, 803 [2d Dept 2012]), acquired from Janet Nelums & Chris Nelums hereinafter "The"), pro se, ("Plaintiffs"), pending entry by the Court of a final judgment in this action.

This motion is based on the following grounds:

I. INTRODUCTION

1. This case arises from Jeffrey M. Tzerman special referee for Richland County on Tuesday September 6, 2022, Attorney Jeffrey M. Tzerman cancelled the Foreclosure Sale on the Plaintiffs Property and stated that he carefully reviewed the Nelum's Motion and note that it includes unsubstantiated allegations of wrongdoing by the Defendant's in this Case by the Defendant's counsel of Record, prior holders of the loan in question, prior Servicer of the loan and the lower Court itself. Mr. Tzerman Pursuant to Canon (2) of the Code of Judicial Conduct, Contained within Rule 501 of the SC Rules of Professional reasonability having Concluded that I am unable to hear the Motion, I am recusing myself and returning jurisdiction to the Circuit Court and **demands strict proof thereof.**

II. INTRODUCTION

2. Attorney Ben N. Miller III special referee on May 13, 2024, Attorney permits a foreclosure of real estate without giving you notice of a hearing in a state court proceeding, this is a deprivation of property without due process, violating the Fifth Amendment as well as the Fourteenth Amendment and to add insult to injury Ben Miller, an individual, the practice of law cannot be licensed by any state/State".

Schware v. Board of Examiners, United State Reports 353 U.S. pages

238, 239] Lawyers and Attorneys are Not Licensed to Practice Law
I MOVE TO DISQUALIFY Attorney/ Ben N. Miller III special referee, lack
subject-matter jurisdiction. [**See: EXHIBIT-A**

3. See 28 U.S.C. § 636(b)(3) (1976) (permitting district courts to
assign magistrates "such additional duties as are not inconsistent with
the Constitution and laws of the United States"); S. REP. 371, supra
note 26, at 26 (judicial experimentation with magistrate duties not listed
in 1968 Act will aid district courts).

4. Pursuant to Rules 53(b) of the South Carolina Rules of Civil
Procedure, without **the parties' consent to the master reference. 28**
U.S.C. § 636(b)(2), Ben N. Miller, III SC Bar # :3977 ("special referee.")
lack subject-matter jurisdiction. See 28 U.S.C. § 636(b)(2), under 28
U.S.C. § 636(c)(1), 28 U.S.C. § 636(c)(2). is not authorize in the above-
entitled case to this foreclosure action for 813 N. Highland Forest Drive,
Columbia, SC 29203 (Parcel 11916-2-16. [**See: EXHIBIT-A**

5. See 28 U.S.C. § 636(b)(2) (1976) (magistrate special master
appointment). Appointment of special masters to hear entire cases or
evidence on key motions is tightly restricted.

6. See FED. R. Civ. P. 53(b) (limiting nonjury master appointments
to "exceptional" conditions); note 76 infra (construction of exceptional
conditions). **These restrictions apply to magistrates serving as special.**
Master's except when the parties' consent to the master reference. 28
U.S.C. § 636(b)(2) (1976); see note 43 infra. [**See: EXHIBIT-A**

7. The issue of consent is key because a magistrate is an
Article I (Not Article III) judicial officer, so subject-matter jurisdiction vests
under the Federal Magistrates Act only "upon consent of the parties." 28

U.S.C. § 636(c)(1). Such consent is provided in writing and filed with the clerk of the court.

8. Section 636(c)(1), before obtaining the consent of the named parties (Whether express or implied) create constitutional problems for Section 636(c)(1): it would permit a non-Article III officer to independently exercise Article III powers (by entering a final order that is not reviewable by the district court) before he is given the authority to do

9. On information and belief, the litigant must be given notice. And an opportunity to be heard failure of unserved Plaintiffs to consent. to a U.S. federal magistrate judge (magistrate) before the complaint is heard deprives the magistrate of subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), before an order is entered

10. Section 636(c)(2) requires that the Clerk of Court, Jeanette W. McBride Clerk of the Court for Richland County notify the parties Of their right to refuse to proceed before a magistrate judge, but there is no indication in the Case No: 2017CP4001687 records that the Plaintiffs Janet Nelums & Chris Nelums ever received such a notice from the Clerk of Court, Jeanette W. McBride for the Record. [**See: EXHIBIT-A**

11. [T]he records here in Case No: 2017CP4001687 shows only that Janet Nelums & Chris Nelums Plaintiffs were aware of being sued. [They] do not point to anything in the record showing that they were

made aware of the need to consent and their right to refuse to do so.”

12. "The law requires proof of jurisdiction appear on the record of the administrative agency and all administrative proceedings."

III. INTRODUCTION

13. Attorney Ben N. Miller III special referee on September 10, 2024, it is so Ordered that the Janet Nelums & Chris Nelums Plaintiffs Pursuant to Circuit Court Rule to Show Cause to Attorney Ben N. Miller III special referee for Richland County, at Richland County Judicial Center, 1701 Main Street Courtroom Columbia SC 29201 on the th10 day of September 2024, at 2PM as to why an Order Granting Writ of Assistance should not be issued by the Court to the Sheriff Department of Richland County SC, Supreme Court of South Carolina ADMINISTRATIVE ORDER June 3, 2021, Rule 53(b) provides no authority for the order of reference in this case. Attorney Ben N. Miller III special referees lack subject-matter jurisdiction [**See: EXHIBIT-A**

CHALLENGE TO THE JURISDICTION OF THE COURT

14. **TAKE NOTICE:** that We, the Plaintiffs, Janet Nelums & Chris Nelums hereinafter "The"), pro se, ("Plaintiffs"), here by Challenge the Jurisdiction of the Court which is the legal procedure for resolving the issue of judicial authority. This measure is necessary in the light of the fact that the Judicial Officer intends to summarily conduct these proceedings without the Court obtaining my clear and unequivocal Consent to be without a Jury, which is in accordance with the mandates of English Common Law for the administration of Justice – with Justice being "the protection of rights and the punishment of wrongs".

15. This Challenge to the Jurisdiction of the Court is to be determined by a Special Jury.

CHALLENGE GROUNDS:

16. This Challenge to the Jurisdiction of the Court is made on all grounds, including Subject Matter, Relationship and Competency. In any action, both parties must give their clear and unequivocal consent to be without a Jury. Without that consent, the Court has no Jurisdiction to proceed summarily, and the Jurisdiction of the Court must be challenged. This Challenge can only be judged by a Special Jury. Should a Judge or Magistrate disregard or dismiss this Challenge, then he or she is liable to punishment for Contempt of Court, which is "interfering with the administration of Justice, as defined above. Should a Judge or Magistrate disregard or dismiss this Challenge, that is a violation of Due Process and the Rule of Law.

17. Challenge of the Jurisdiction of the Court, and of the Judge necessary regarding to these matters and causes and to prove constitutional judicial standing required for this Court and its Judge(s) before they can proceed one step further, as all proceedings must stop upon a challenge of a court's jurisdiction to hear the case.

18. A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance." Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S.Ct. 1409.

19. "Once challenged, jurisdiction cannot be assumed, it must. Be proved to exist." Stuck v. Medical Examiners, 94 Ca 2d 751. 211 P2d 389. The burden shifts to the court to prove jurisdiction." Rosemond v. Lambert, 469 F2d 416.

20. "A universal principle as old as the law is that a proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property." Norwood v. Renfield, 34 C

329; Ex parte Giambonini, 49 P. 732. There is no discretion to ignore lack of jurisdiction.” Joyce v. U.S. 474 2D 215.

21. “Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted.” Latana v. Hopper, 102 F. 2d 188; Chicago v. New York, 37 F Supp. 150.

22. “The law provides that once State and Federal Jurisdiction has been challenged, it must be proven.” Main v. Thiboutot, 100 S. Ct. 2502 (1980).

23. “A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well-established law that a void order can be challenged in any court”. OLD WAYNE MUT. L. ASSOC. v. McDONOUGH, 204 U. S. 8, 27 S. Ct. 236 (1907).

JURISDICTION CANNOT BE WAIVED

24. The principles of waiver, consent, and estoppel do not apply. to jurisdictional issues—the actions of the litigants cannot vest a district court with jurisdiction above the limitations provided by the Constitution and Congress.

25. Attorney Ben N. Miller III special referee The Courts of Appeals have unanimously upheld the constitutionality of 28 U.S.C. § 636(c)(1).” *Id.* at 1948 n.12. [**See: EXHIBIT-A**

26. By order dated November 12, 2015, the Supreme Court of South Carolina has now mandated mediation in all 46 counties in both civil and domestic cases.

IV. **I MOVE TO DISQUALIFY ATTORNEY MILLER BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE ATTORNEY:**

- **Lack Subject Matter jurisdiction**

27. The Current venue violates procedure. If for any reason,

clerical or otherwise, the case is being handled by the wrong court or a court with no jurisdiction, the venue may be changed to a more suitable court in a different location. Once the sufficiency of the affidavit is determined, such that belief that a fair trial cannot be obtained is justified, a change of venue is mandatory, (Browning Manufacturing Co. v. Brunson, 187 S.C. 278, 197 S.E. 311 (1938)), and all the papers relating to the action should be turned over to the nearest magistrate in the county who is not disqualified from hearing the case, so that he may proceed as if the action had been originally filed with him. Section 22-3-920 points out specifically, that only "one such transfer shall be allowed. each party in any case." Changes of venue may be sought for a variety of reasons, from emotional causes of action preventing the drawing of an impartial jury to the personal knowledge or involvement of the magistrate before whom the action was brought, but in every case, the change should only be granted where reasons sufficient to justify a belief that a fair trial is not possible are alleged in the affidavit.

28. THE COURT TAKE JUDICIAL NOTICE The Supremacy Clause of The Constitution of the United States (Article VI, Clause 2) establishes. that the Constitution, federal laws. made pursuant to it, and treaties. made under its authority, constitute the "Supreme Law of the Land", and thus, take priority over any conflicting. state laws, "the federal law will supersede the other law or laws. This is. commonly known as "Pre-emption."

29. See In re Prudential Ins. Co. America Sales Practice

Litig. Agent, 278 F.3d 175, 181 (3d Cir. 2002). Where bad faith is a necessary predicate for a court to use its inherent authority, an untrue Statement is made in bad faith if the statement was made for a harassing or frivolous purpose. Byrne v. Nezhat, 261 F.3d 1075, 1125 (11th Cir. 2001). Bad faith can be inferred where an Attorney knowingly and deliberately makes blatantly incorrect statements. See Crowe v. Smith, 151 F.3d 217, 239 (5th Cir. 1998) (Finding adequate support in the record for the conclusion that an attorney acted in bad faith in providing "blatantly incorrect discovery response" counsel Knew to be untrue at that the time it was offered).

30. "Fraud upon the court" has been defined by the 7th Circuit Court of Appeals to "embrace that species of fraud which does, or attempts to defile the court itself, or is a fraud perpetrated by officers of The court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." Kenner v. C.I.R., 387F.3d 689 (1968); 7 Moore's Federal Practice, 2d ed., p. 512, ¶ 60.23. The 7th Circuit further stated "a decision produced by fraud upon the court is not in essence a decision at all, and never becomes final."

31. See: Re: Veg Liquidation, Inc., 8th Circuit 2018-1786 (July 16, 2019). "A finding of fraud on the court, however, "is justified only by the most egregious misconduct directed to the court itself, such as bribery of a judge or jury or fabrication of evidence by counsel." Landscape Props., Inc. v. Vogel, 46 F.3d 1416, 1422 (CA8 1995)."

32. See: Hunt v. National Mortgage, 11th Circuit 2018-12348 (July 19, 2019). To warrant relief under Rule 60(b)(2): the evidence must be newly discovered since the trial; material; and the

evidence must be such that a new trial would probably produce a new result.

33. See: Rule 60(b)(3) allows a court to grant relief from a judgment for fraud, misrepresentation, or misconduct by an opposing party. "To prevail on a 60(b)(3) motion, the movant must prove by clear and convincing evidence that an adverse party has obtained the verdict through fraud, misrepresentation, or other misconduct." Cox Nuclear Pharmacy, Inc. v. CTI, Inc., 478 F.3d 1303, 1314 (CA11 2007).

"Additionally, the moving party must show that the conduct prevented the losing party from fully and fairly presenting his case or defense."

34. Unless enjoined by this Court, Defendant's may destroy, Dispose of, or Foreclosure of the assets of Janet Nelums & Chris Nelums hereinafter before this Court can enter a final judgment. The Defendant's Attorney Ben N. Miller III Chief Executive partner. has stated publicly that part of the Defendant's business strategy is practice has centered on real estate mortgage foreclosures and Create ("Forged deed"), and Fauldulent Create Missing Intervening Assignment of Mortgage. to add insult to injury

35. A Temporary Restraining Order is necessary to preserve the status quo, to prevent the irreparable injury to the public that would result from the destruction, disposal, or Foreclosure of the Plaintiffs, Janet Nelums & Chris Nelums hereinafter "The"), pro se, ("Plaintiffs") assets, and to allow the Court to render effective relief if the Plaintiff prevails at trial. Plaintiff would have no adequate remedy at law, and this Court's ability to fashion effective relief would be significantly

impaired, if Ben Mill Jr, special referee proceeds to destroy, dispose of, or Foreclosure of Plaintiffs, Janet Nelums & Chris Nelums hereinafter "The"), pro se, ("Plaintiffs"), assets pursuant to an ("Forged deed") was prepared by McKenzie Lybrand, LLP, and / Signed by Attorney Ben N. Miller III on May 13, 2024, that is found, after trial, to be unlawful.

36. Granting the requested preliminary relief will serve the public interest.

37. Court Take Judicial Notice the Supreme Court of South Carolina ADMINISTRATIVE ORDER The power of the circuit court to appoint a referee is governed by Rule 53 of the South Carolina Rules of Civil Procedure. Subsection (b) of the Rule provides only that "causes of action in a case" may be referred under the circumstances listed in the Rule. A discovery dispute is not a "cause of action." **Thus, Rule 53(b) provides no authority for the order of reference in this case.** In matters brought to our attention; the special referee appointed by the circuit court is typically a lawyer.

IT IS SO ORDERED.

s/Donald W. Beatty C.J.

s/John W. Kittredge J.

s/Kaye G. Hearn J.

s/John Cannon Few J.

s/George C. James, Jr. J.

Columbia, South Carolina
June 3, 2021

38. Pursuant to Rule 75, SCRCP, upon receipt of the magistrate's return, the clerk of the Circuit Court to which the appeal is taken shall give notice in writing to the parties that the return has been

filed.

JURISDICTION AND VENUE

39. This action is brought by Plaintiffs pursuant to 42 U.S.C. § 1983 for violations of their constitutional rights arising out of Defendants wrongful Foreclosure Actions and incarceration for more than 17 years.

40. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1343(4) as these cases arise under the Constitution and laws Of the United States.

41. Jurisdiction of this Court is provided by 28 U.S.C. § 1331 and § 1367. This Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. § 1367.

42. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1343(4) as these cases arise under the Constitution and laws Of the United States.

43. Venue is proper in this judicial district under 28 U.S.C. § 1391 (a) because Plaintiff and all Defendants reside in this District and all events giving rise to Plaintiff claims occurred within this District.

THE PARTIES

44. Plaintiffs' property is in Richland County, South Carolina. Defendants have conducted business, albeit illegally in this County and throughout the (46) Counties in South Carolina and throughout the United States by filing tens of thousands of fabricated, illegal and unenforceable Promissory Notes, Assignments of Promissory Notes, Affidavits as to loan ownership and Status of Accounts, Mortgages and Assignments of Mortgages. And ("Forged deed"),

DEFENDANTS

45. At all times relevant herein, Defendant Attorney, Ben Mill / special referee, an individual. Mr. Ben N. Miller, III at 1704 Main Street Columbia, South Carolina 29201

46. At all times relevant herein, Defendant Hon, Kristi F. Curtis an individual. The Honourable Kristi F. Curtis 215 North Harvin Street Sumter, SC 29150,

47. At all times relevant herein, Defendant Nelson Mullins Riley & Scarborough LLP is a diversified law Firm doing real estate Services Business in the State of South Carolina Address at 1320 Main Street / 17th Floor Columbia, SC 29201,

48. At all times relevant herein Defendant Matthew A. Abee, an individual is a resident citizen of the State of South Carolina, attorneys Nelson Mullins Riley & Scarborough LLP law firm, Address at 1320 Main Street / 17th Floor Columbia, SC 29201,

49. At all times relevant herein, Defendant Madison C. Guyton, an individual, an individual is a resident. citizens of the State of South Carolina, attorneys Nelson Mullins Riley & Scarborough LLP law firm, Address at 1320 Main Street / 17th Floor Columbia, SC 29201,

50. At all times relevant herein, Defendant Black Knight/ Lender

Processing Services (LPS) represents that 39 of the 50 largest banks in the United States based on 2007 ratings Use its services. Its technology solutions include its mortgage processing system (the "MSP") which Processes over 50% of all residential mortgage loans by dollar volume. Its outsourcing services include "the default management services, which are used by mortgage lenders and servicers to attorneys, trustees and real estate professionals."5 Reduce the expense of managing defaulted loans.... address at: Black Knight Headquarters 601 Riverside Avenue Jacksonville, FL 32204, acting alone or in concert with Others

51. At all times relevant herein, Defendant Richland County is political Subdivision of the State of South Carolina created pursuant to the laws of the State of South Carolina, Richland County its agents, servants, and employees Operated, Maintained, and controlled, The Richland County Sheriffs Department and, Civil Process Division including all Sheriffs Deputies and Employees thereof,

52. At all times relevant herein, Defendant Leon Lott is the current of Richland County, and is sued in His Official Capacity as The Sheriff of The Richland County, South Carolina, Defendant Richland County, Sheriff's Office is a governmental entity/agency existing under the law of the State of South Carolina mentioned in this lawsuit, Defendant Richland County, Sheriff's Office acted and carried on their business by and through their agents,

servants, and/or employees

53. At all times relevant herein, Defendant Sgt. Kyle Kovalchek Investigator Sergeant, Financial Crimes Unit -Richland County Sheriff's Department fail to Investigate Fraud, mentioned in this lawsuit

54. Defendants Richland County and Richland County Sheriff's Department failed to provide proper training to its managers, supervisors, and employees to prevent Fraud. Defendants' failure to train was deliberately indifferent to the rights of employees within their purview.

55. Defendants Sheriff Leon Lott, and Sgt. Kyle Kovalchek created and turned a blind eye to the Fraud and Plaintiff's complaints, and condoned and committed retaliation against Plaintiff.

53. Defendant Richland County Sheriff's Department has engaged in a pattern and practice of discrimination and harassment. Toward the public, these practices are directly and indirectly related to the allegations in this Complaint, including but not limited to allegations and reports that the public has the right to expect efficient, fair, and impartial law enforcement; therefore, any allegation of misconduct by department personnel must be investigated and properly addressed to ensure the maintenance of these qualities.

56. Personnel who engage in serious acts of misconduct or who have demonstrated that they are unfit to handle law enforcement responsibilities must be removed from the department for the protection of the public, fellow employees, and the department.

**JANET LOUISE NELUMS AND CHRIS NELUMS DEMANDS A TRIAL
BY JURY OF ANY AND ALL ISSUES BEFORE THE COURT AND
TRIABLE BY A JURY**

Respectfully submitted on this 9 day of September 9, 2024

Janet Louise Nelums
Chris Nelums 
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(803) 730-6003
inelums@gmail.com
chrisnelums@yahoo.com

CERTIFICATE OF SERVICES

I HEREBY CERTIFY that a copy of the foregoing Plaintiffs **PLAINTIFF'S EMERGENCY MOTION FOR A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION AND CHALLENGE TO THE JURISDICTION OF LOWER THE COURT** of Defendant's ON Monday, was served by email and Certified Registered Letter on September 9, 2024 to the below listed parties:

The Honorable Kristi F. Curtis
215 North Harvin Street
Sumter, SC 29150
OFFICE: (803) 436-2152
FAX: (803) 774-2825
kcurtissc@sccourts.org

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NELSON MULLINS RILEY & SCARBOROUGH LLP
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Mr. Ben N. Miller, III
Mckenzie Lybrand, LLP
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(803) 223-6155

Scott and Corley, P.A
ATTN: Reginald P. Corley
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
Tel: 803-252-3340

Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
and Civil Process Division
5623 Two Notch Road Columbia, S.C. 29223
phone: 803-576-3000.
fax: 803-576-319

Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
ATTN: Sgt. Kyle Kovalchuk
5623 Two Notch Road
Columbia, S.C. 29223
phone: 803-576-3000.
fax: 803-576-319

Respectfully submitted on this 9 day of September 9, 2024

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UNITED STATES DISTRICT COURT
for the

Plaintiff)
v.) Civil Action No.
Defendant)

NOTICE, CONSENT, AND REFERENCE OF A CIVIL ACTION TO A MAGISTRATE JUDGE

Notice of a magistrate judge's availability. A United States magistrate judge of this court is available to conduct all proceedings in this civil action (including a jury or nonjury trial) and to order the entry of a final judgment. The judgment may then be appealed directly to the United States court of appeals like any other judgment of this court. A magistrate judge may exercise this authority only if all parties voluntarily consent.

You may consent to have your case referred to a magistrate judge, or you may withhold your consent without adverse substantive consequences. The name of any party withholding consent will not be revealed to any judge who may otherwise be involved with your case.

Consent to a magistrate judge's authority. The following parties consent to have a United States magistrate judge conduct all proceedings in this case including trial, the entry of final judgment, and all post-trial proceedings.

*Printed names of parties and attorneys**Signatures of parties or attorneys**Dates***Reference Order**

IT IS ORDERED: This case is referred to a United States magistrate judge to conduct all proceedings and order the entry of a final judgment in accordance with 28 U.S.C. § 636(c) and Fed. R. Civ. P. 73.

Date:

*District Judge's signature**Printed name and title*

Note: Return this form to the clerk of court only if you are consenting to the exercise of jurisdiction by a United States magistrate judge. Do not return this form to a judge.

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable Ben N. Miller, III, Special Referee

Appellate Case No. 2024-001062
Case No. 2017-CP-40-01687

Deutsche Bank National Trust Company, as Trustee for Home
Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B,
Home Equity Mortgage Loan Asset-Backed Certificates, Series
SPMD 2002-B under the Pooling and Servicing agreement dated
Sept 1, 2002 Respondent,

v.

Janet L. Nelums a/k/a Janet Nelims, Christopher Nelums, Imperial
Warehouse Finance, Inc., and Best Distributing Company, ... Defendants,

of which

Janet L. Nelums and Christopher Nelums are the..... Appellants.

Proof of Service

I, the undersigned of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys
for Respondent Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage
Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed
Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002,
certify that I have served parties to this appeal with the documents referenced below on the date
set forth below:

Document(s): **Respondent's Motion to Dismiss and for Sanctions**

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Company, as Trustee for Home Equity Mortgage Loan Asset-
Backed Trust, Series SPMD 2002-B, Home Equity Mortgage
Loan Asset-Backed Certificates, Series SPMD 2002-B under the
Pooling and Servicing agreement dated Sept 1, 2002*

Columbia, South Carolina
September 19, 2024