

RECEIVED

Nov 14 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM JASPER COUNTY
Court of Common Pleas

James A. Grimsley, Special Referee

Appellate Case No. 2024-00039
Trial Court Case No. 2022-CP-2700306

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

v.

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

Of which Carolyn Brantley is the Appellant.

Appellant's DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL

Carolyn Brantley
Appellant / Sui Juris
Office of the Carolyn Brantley
c/o:200 Oak Plantation Drive
Ridgeland, South Carolina near 29936.
cbran211@gmail.com
843.812 .4724

Appellant proposes the court/State Attorney General considers following maybe referenced in the *former* Record on Appeal:

1. Order of September 18, 2024;
2. Order of August 16, 2024;
3. Order/Amended Order of January 10th, 2024;
4. Order February 1st, 2024;
5. December 11th, 2023 Hearing, “lacking my original note, with wet ink”, voiding the foreclosure sale at length;
6. AMENDED ORDER AND JUDGMENT OF FORECLOSURE AND SALE filed 01/04/2024;
7. *see* “Affidavit of Lost Note”;
8. *Application Notice To Indemnify Account Exhibits- 1A.

I certify that this designation contains no matter which is irrelevant to this appeal.

Submitted by:



Office of the Carolyn Brantley

c/o:200 Oak Plantation Drive

Ridgeland, South Carolina near 29936.

cbran211@gmail.com

843.812.4724

Appellant, Interpleader, Title Holder

AUTHORITY

Trinsey v. Pagliaro, 229 F. Supp. 647

In Trinsey, the court stated that "[s]tatements of counsel in their briefs or argument while enlightening to the Court are not sufficient for purposes of granting a motion to dismiss or summary judgment."

"Statements of counsel, in brief or in argument are not sufficient for summary judgment."

"Statements of counsel, in their briefs or their arguments are not sufficient for a motion to dismiss or for summary judgment."

AFFIDAVIT OF LOST NOTE

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

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

and encumbering the following described real property:

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

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

TMP: 064-04-00-013

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

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

United States of America

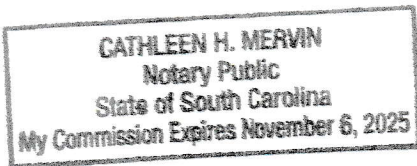
By: Carolyn Brantley

STATE OF SOUTH CAROLINA)

SS

COUNTY OF JASPER)

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



Cathleen Merwin
Notary Public
Printed name: Cathleen Merwin

RECEIVED

Nov 14 2024

SC Court of Appeals

CERTIFICATE OF SERVICE

I, CAROLYN BRANLEY, Petitioner/Settlor certify that I have this day served counsel for the opposing parties in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of the same in a properly addressed envelope with adequate postage thereon.

Office of the Carolyn Brantley
c/o:200 Oak Plantation Drive
Ridgeland, South Carolina near 29936.
cbran211@gmail.com
843.812.4724

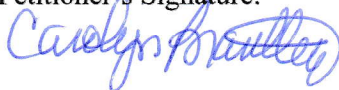
Clerk of Court
1220 Senate Street
Columbia, SC 29201

Thomas A. Shook, Esquire
Post Office Box 71727,
North Charleston, South Carolina 29415
ashook@finkellaw.com
843.577.5460

Rachel L.Ferguson, Esquire
4000 Faber Place Drive, Suite 450
North Charleston, SC 29405
rbailey@finkellaw.com

Date: 11/13/2024

Petitioner's Signature:



cc: **Nationstar Mortgage, LLC d/b/a/ Mr. Cooper.**
cc: **Attorney General's Office**
cc: **Governor's Office**
cc: **State Bar of South Carolina**
cc: **South Carolina Insurance Commissioner**