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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. 2024-000039
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.

AFFIDAVIT IN SUPPORT OF
Appellant's AMENDED FINDINGS BRIEF

I, Brantley, Carolyn, hereby depose and affirm the following testimony:

1. I am a living woman of God, of sound mind, and fully competent to handle my own affairs in relation to the matters stated herein.

2. I am not under the influence of any controlled substances, drugs, alcohol, or medications that may impair my ability to provide truthful testimony in this matter.

3. I have not been coerced, threatened, or bribed to offer this testimony.

4. The statements made herein are true, accurate, and complete to the best of my knowledge, and I make them under penalty of perjury within the State of Georgia,

United States of America.

Carolyn Brantley

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

JURAT

AFFIRMED AND SUBSCRIBED BEFORE ME THIS 22nd **DAY, November 2024.** Notary

Verifier: Cathleen H. Mervin My Commission ends: Nov. 6, 2025

Printed Name: Cathleen H. Mervin

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

CM CB

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Arguments

1. BECAUSE RESPONDENT IS A CO-CONSPIRATOR OF "SECURITIES FRAUD", EVIDENT FINDINGS SHOW, RESPONDENT ATTEMPTS TO ROUTINELY MISAPPROPRIATE MY PROPERTY, BY A UNAUTHORIZED CONVEYANCE, WRONGFUL FORECLOSURE SALE, WHICH PREJUDICES Brantley, Carolyn (Grantor) BRINGING THIS SUIT

2. BECAUSE FRAUD MUST BE PROVED BY CLEAR AND CONVINCING EVIDENCE, THE COURT IS HEREBY REQUESTED, TO ENJOIN AN OPEN END INVESTIGATION WITH THE STATE ATTORNEY GENERAL TO OBSERVE THE PREPONDERANCE OF THE EVIDENCE

3. ADDITIONALLY, THE FORECLOSURE SALE IN QUESTION HAS FAILED THE QUALIFICATION TEST OF A VALID FORECLOSURE, HAVING AFFIRMED AN **"AFFIDAVIT OF LOST NOTE"** HERETO, ALONG WITH REASON TO BELIEVE, THE LOWER COURT OF COMMON PLEAS, FAILED TO THOROUGHLY INSPECT THE RESPONDENT'S FORECLOSURE CLAIM, TO SEE FIRSTHAND "PROOF", RESPONDENT DID NOT HAVE BOTH ORIGINAL INSTRUMENTS (DEED & ORIGINAL NOTE) JOINED, TO SUCCESSFULLY ESTABLISH A VALID FORECLOSURE. BECAUSE THESE ISSUES ARE EVIDENT, THE WRONGFULLY BROKEN CHAIN OF TITLE MUST BE RECONVEYED BACK TO ITS RIGHTFUL OWNER.

TABLE OF AUTHORITIES*

CASES

***Jordan v. General Ins. Co. of Am., 92 Ga. App. 77, 88 S.E.2d 198**

(1955). *Saxon vs Hillery.

***US Bank v. Cadeumag and Deutsche v. Lee.**

***LOPER BRIGHT ENTERPRISES v. RAIMONDO**

STATUTES

SC Code § 40-29-70 ..... **SC**

Code § 16-21-10 ..... **SC Code §**

14-5-10 .....

STATEMENT OF ISSUES ON APPEAL

1. DID THE COURT OF COMMON LAW PLEAS HAVE AN OBLIGATION TO REVIEW CONTRACTUAL CLAIMS PRESENTED, TO ESTABLISH ITS VALIDITY, BEFORE MAKING A "RUSH TO JUDGMENT"?

2. IF "SECURITIES FRAUD" IS SIGHTED, THE TESTED ELEMENTS FOUND TO PLAUSIBLE, BY A PREPONDERANCE OF THE EVIDENCE, WHAT WOULD THIS COURT BE OBLIGATED TO DO IN TANDEM WITH THE STATE ATTORNEY GENERAL AND BAR ASSOCIATION'S JOINT INVESTIGATION?

STATEMENT OF THE CASE

On July 12th, 2022 Nationstar Mortgage LLC d/b/a Mr. Cooper did conspire to commit an act of "Securities fraud", having filed said action with the intent to establish an unwarranted foreclosure action against my non-abandoned property, under the guise of an assumed "contract agreement", identified as a Deed of Trust, more clearly described at the Office of the Register of Deeds, for Jasper County September 10th,2009, located in Book 760, Page 243.

The problem herein lies at the autograph/signatory line areas of the docs, evident on the Deed of Trust and the Original Promissory Note. What is evident on both records are my autographs. Contrary to popular belief, absent of these alleged contracts are an "official party" signatory, on behalf of the Respondent's company, or any former holder enjoined with me, the *then* "consumer".

For the record, I do hereby affirm, I am the original "buyer", **natural person**- Brantley, Carolyn I've attached an "**Affidavit of Lost Note**."

At inception, I've extended my social security credit "in confidence", for this particular transaction. (*see* **15 USC 1611**)

For the record, the term "consumer" is interpreted at **15 USC 1602(i)**, that "guarantees" and states verbatim-

"(i) The adjective "consumer", used with reference to a credit transaction as one in which the

party to whom credit is offered or extended is a **natural person**, and the money, property, or services which are the subject of the transaction are primarily for personal, family, or household purposes."

The court now having knowledge of the same, may now be of some assistance with the State Attorney General, along with the Securities Exchange Commission, to effectively identify the true owner, of said property. What may now be evident before the court is a corporate trust conspired racqueting scheme/"securities fraud", coupled with agents, whom misappropriated my chain of title to my non-abandoned land/property, whom may even now pose a threat to the American people. *See Trinsey v. Pagliaro, 229 F. Supp.647*

Wherein, the court having some knowledge, is demanded to adjust the accounting in the nature of **SC Code 29-3-430** *in good faith.*

STANDARD OF REVIEW

The matter before the court may require a **"Hard Look"** doctrine perspective, finding no valid "contract agreement" exists, considering the aforementioned statements at **15 USC 1602(i)** *evidencing me as the creditor*, in acknowledgement that there's no evidence of the Respondent or pre-existing associate as a lender, per **12 USC 83(b), and 12 USC 1828(v)(1)**. Further, in entertaining the theory of a valid foreclosure, the court is requested to observe **US Bank v. Cadeumag and Deutsche v. Lee, not limited to LOPER BRIGHT ENTERPRISES v. RAIMONDO.**

FACTS

The Respondent has established the former action stated, based upon a composition of routine based theories, lacking the substance of the evident "language" of **Const. Art. IV "full faith and credit / guarantee clause"**, and or statutory law. Subsequently, the light of justice is now evident herein.

ARGUMENTS

I. BECAUSE RESPONDENT IS NOT A FIRSTHAND PARTY TO THE MATTER BEFORE THE COURT/ATTORNEY GENERAL, HE IS BARRED BY RES JUDICATA FROM BRINGING THIS SUIT.

> *See* **Trinsey v.Pagliaro, 229 F. Supp. 647** "[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."

II. BECAUSE FRAUD MUST BE PROVED BY CLEAR AND CONVINCING EVIDENCE, I HAVE PROVIDED A PREPONDERANCE OF THE EVIDENCE. (See also ***AFFIDAVIT OF LOST NOTE. Exhibit-1A**)

JURISDICTIONAL STATEMENT:

(i) This case concerns cited **"securities fraud"** / **"legal fraud"**, conspired by Nationstar Mortgage, LLC d/b/a/ Mr. Cooper.
Because the element of **fraud** is cited at the inception of Mr. Cooper's conspiracy hereto, **fraud** is found before and after Mr. Cooper's conduct of a **"wrongful conveyance"**. Nationstar Mortgage, LLC d/b/a/ Mr. Cooper **"wrongfully"** broke the Chain of Title to the CAROLYN BRANTLEY Estate's property/land, explained below. Nevertheless, the **South Carolina Code** guarantees **"Grounds for Equitable Relief"** at **SC Code § 40-29-70**, providing **"Concurrent Jurisdiction Over Fraud",** further protected within this court of appellate jurisdiction. *"In all cases of fraud equity has concurrent jurisdiction with the law, but the court first taking cognizance of the case will retain it.* ***Jordan v. General Ins. Co. of Am., 92 Ga. App. 77, 88 S.E.2d 198 (1955).***"

(ii) The Court of Appeals now has appellate jurisdiction over cases involving **chain of title to land** per **SC Code § 16-21-10**, in addition to the formerly cited **"fraud"** *conspiracy.*

In the light of justice, the South Carolina **Bill of Rights** prevents the deprivation of property, without the enforcement of **due process of law**.

Consequently, I Brantley, Carolyn, the living-breathing woman of God, **firsthand witness**, **authorized party herein / rightful heir**, do not occasion Nationstar Mortgage, LLC d/b/a/ Mr. Cooper's **"unlawful conveyance"** of the **non-abandoned** Land and property: *commonly identified as* 200 Oak Plantation Drive, Ridgeland, South Carolina 29936 for the CAROLYN BRANTLEY
Estate.

According to my research of constitution and rules of law, I've found the act and deed of Nationstar Mortgage, LLC d/b/a/ Mr. Cooper's filing of a Deed of Sale, identified within the Jasper County Deed **Book#** 760 and **Page** 243 is **"securities fraud"** on its face.
The reason being is, there's no evidence on the Jasper County Deeds record showing a valid "contract" between me and Nationstar Mortgage, LLC d/b/a/ Mr. Cooper or Real Estate Mortgage Network Inc. whom formerly held knowledge of my loan, or its authorized personnel, nor any former **"official"** party cognizant, to affirm such reality.

As this is an important factor in law, routinely avoided, I'm demanding that the South Carolina State Attorney General be subpoenaed to this effect/affect, to help properly interpret the **Bill of Rights** meaning of a valid contract agreement entails, versus that which stands contrary to constitutional encroachments, for which I and the estate's heirs are now prejudiced by such conspired acts of **"securities fraud" unwaivable**.

In lieu of the same, Appellant seeks a hearing on the matter, to identify a **"legal fraud" / "securities fraud"** conspired against the estate property heirs, and to allow the court to inspect the same. This court is **hereby** made aware of the fact, the State Attorney General's office, in accordance with other governing authorities have been noticed, concerning my findings of the **"legal fraud" / "securities fraud"** committed against the estate property heirs ***non-abandoned chain of title claim***.

Due to former **"ineffective assistance of counsel"**, concerning the CAROLYN BRANTLEY Estate, I've found it in the best interest of the estate to identify the **"securities fraud"** factor, in addition to finding out what qualifies a **valid foreclosure**.

Subsequently, the former orders issued by the former lower Court are all "**void ab initio**", Nunc Pro Tunc.

More importantly, this court knows the Jasper County Court of Common Pleas, generally lacks an obtainable "firsthand" testimonial record, and maybe unconstitutional in nature.

Therefore, I affirm the Jasper County Court of Common Pleas may have failed to establish a valid qualifying test, for the original documents from the Registered Agent filer of Nationstar Mortgage, LLC d/b/a/ Mr. Cooper, by establishing a record of the **original Note and genuine Security Deed**, to establish a valid foreclosure, for entertainment purposes. In contrast to such, let the record show,
there's no valid testimony verifying this on record.

Rather, what's apparent before this court is my attached **"AFFIDAVIT OF LOST NOTE"**.

Contrarily, the Jasper County Court of Common Pleas, only routinely accepts offered orders from its filing parties, without investigations, nor inspection of a company presenting an issue, for the nature of a routinely established "Dispossessory" or "Foreclosure Sale".

*Considering a **"Hard look"** approach, the former Court of Common Pleas lacks jurisdiction.

Wherefore, I firmly believe Nationstar Mortgage, LLC d/b/a/ Mr. Cooper is not the holder of my autographed **original Note**, and offer for him to prove the contrary, proving both, **the Note and the Security deed**, under penalty of perjury, at a forthcoming hearing I'm entitled to.

This very "simple" statement may help with the unfound clarity required. To easily understand, if the Deed of Trust and the Note are not together with the same entity, then there can be no enforcement of the Note.

The Deed of Trust enforces the Note. It provides the capability for the lender to foreclose on a property. If the Deed is separate from the Note, then enforcement, i.e. foreclosure cannot occur.

The following ruling summarizes this nicely.

- "In Saxon vs Hillery, Dec 2008, Contra Costa County Superior Court, an action by Saxon to foreclose on a property by lawsuit was dismissed due to lack of legal standing. This was because the Note and the Deed of Trust were "owned" by separate entities. The Court ruled that when the Note and Deed of Trust were separated, the enforceability of the Note was negated until rejoined."
- The mortgage securing the note, while naming COUNTRYWIDE HOME LOANS, INC. as

"Lender," separately names the Mortgage Electronic Registration Systems, Inc. (MERS) as the "Mortgagee." The conveyancing language granted the mortgage to MERS "solely as nominee for Lender and Lender's successor's and assigns."

- See US Bank v. Cadeumag and Deutsche v. Lee. "The issue presented at trial is whether plaintiff - an assignee at least two times removed from the holder of the original note - has standing to foreclose if the original note cannot be produced because it was lost or destroyed, and a previous court has already denied summary judgment to plaintiff on the grounds that the lost note affidavit prepared by the original owner of the loan is deficient. The subsidiary issue is whether either the servicer of, or a representative of the plaintiff can bolster the information contained in the deficient lost note affidavit when neither entity has any knowledge as to the actions taken by the original owner of the note who subsequently lost the note This court rules that neither the servicer of the loan nor the plaintiff assignee of the loan possessed any knowledge which could cure the infirmities of the lost note affidavit, thus precluding the admission into evidence of the lost note and mandating that the case be dismissed."

The court/Attorney General's Office now being fully cognizant of our current standing cited at the Jasper County Court of Common Pleas level, that followed the unlawful misappropriation, brakeage of the Estate's Chain of Title, a **"theft by taking"**, **conspiracy** act, the test of constitutionality clearly shows conspired acts of "due process violations", stemming from **"securities fraud"**, finding a **lack of a valid contract**, thereby awarding me *on behalf of the estate*
the right to redress.
"Any misrepresentation intended to deceive and which does deceive is a fraud, for which a party is entitled to a remedy at law. ***Oliver v. O'Kelley, 48 Ga. App. 762, 13 S.E. 232 (1934).***"

(iii) The ***Notice of Appeal*** was filed timely 01/04/24 with the Clerk of the Court of Common Pleas, in Jasper County South Carolina Case No. 2022CP2700306.

INTRODUCTION AND SUMMARY OF ARGUMENT

Interpleader/Appellant- Brantley, Carolyn petitions this Honorable Court, for a **"HARD LOOK"** *approach*, to establish an order of relief sought by Brantley, Carolyn on behalf of the estate, preceding a **void order**, issued from the lower Jasper County Court of Common Pleas:01/04/2024.

Wherefore, I've affirmatively cited **"2"** areas of **"securities fraud"**.
The **first** is the **"securities fraud"**, **"wrongful conveyance"** of the estate's land/property, by virtue of a filing of a "foreclosure sale" on the deeds Bk#760 and Page#243 unwaivered. Citing no valid contractual authority, nor valid jurisdictional authority to alter the chain of title.

Secondly, there's the cited **"legal fraud" / "fraud on the court"**, wherein Nationstar Mortgage, LLC d/b/a/ Mr. Cooper's attorney agent has willfully conspired to file an action against the Estate's land/property, for which no valid contract agreement exists.

Unfortunately, prior to these cited factors before this Court and court/Attorney General's office, former **"insufficient counsel"** failed to cite/find these factors now offered by my firsthand knowledge, having willfully and knowingly failed to cite such, or having chose to operate *in the nature of routine negligence.*
In support of the same, complaints to the State Bar of South Carolina, the South Carolina State Attorney General's Office, along with the South Carolina Insurance Commissioner.

Rather, on the contrary, the Court of Common Pleas Referee erred in making a "rush to judgment", by delivering a "void order".
The "void order", holding a preconceived prejudicial biasness against the Estate, operate in the nature of a **"due process error"**, contrary to *my* **Bill of Rights**, securing my rights, as the authorized claimant for the estate property, as an American.

Yet, the Referee's swift response, is now found to be a **"void order"**.

The nature of the issued *void* order, disrupts *"**Article I. Bill of Rights, Section I. Rights of Persons "Paragraph I. Life, liberty, and property. No person shall be deprived of life, liberty, or property except by due process of law**"*, honoring the **due process clause, by virtue of a standard investigative procedure**.

More clearly analyzed, these **"2"** main qualifying factors made evident above may arguably bring closure in this matter, citing the **"securities fraud"** raised.

According to my most recent firsthand inspection of the photocopied Note and Security Deed operates as evident **"proof of claim"**, the scheduled Jasper County Court of Common Pleas action no 2022CP2700306 *at inception* lacks standing, and operates prejudicially against the Estate's property, without **"just compensation" / "excess funds"** disbursed to me on behalf of the estate, in lieu of the cited **"securities fraud"**.

It appears that Nationstar Mortgage, LLC d/b/a/ Mr. Cooper has no true intent to change its conspired operations of **"securities fraud"**, for which the Attorney General's investigation is required herein.

I have personally went as far as taken good faith measures, to **"Indemnify"** any alleged financial matters (*see* Special Deposit security application hereto), concerning the CAROLYN BRANTLEY's Estate (land/property) *if any*, to make whole Nationstar Mortgage, LLC d/b/a/ Mr. Cooper, in light of the raised findings of the conspired **"theft by taking"** the Estate's property unlawfully.

Whereas, I, Interpleader/Appellant- Brantley, Carolyn brings to light, this regulatory statute, governing judicial conduct of the "custodial" court administrators guarantees *at* **SC SECTION 14-5-10** – Circuit courts are courts of record; public inspection of records.

"The circuit courts herein established shall be courts of record, and the books of record thereof shall, at all times, be subject to inspection of any person interested therein."

Subsequently, because the law calls for a high level of good conduct and accountability regarding the people's interest, the *judicial* conduct of the Jasper County Court Referee failed such standards, and is **void** of such, by virtue of *the* **"Bill of Rights"** nature found within the "language" of the governing statue "guarantees" stated.

Said statute in contrast qualifies, a disqualified Jasper County Court of Common Pleas *Referee* James A. Grimsley, III, respectfully.
RULE 12 DEFENSES AND OBJECTIONS – WHEN AND HOW PRESENTED – BY PLEADING OR MOTION – MOTION FOR JUDGMENT ON PLEADINGS *states* **(b)(1)(2)**"lack of jurisdiction over the subject matter, (2)lack of jurisdiction over the person,(3)improper venue." Subsequently, "Void judgment is no judgment. By it no rights are divested; from it no rights can be obtained. Being worthless in itself, all proceedings founded upon it are equally worthless. It neither binds nor bars any one. All acts performed under it and all claims flowing out of it are void." **Stewart v. Golden, 98 Ga. 479, 25 S.E. 528 (1896); Shotkin v. State, 73 Ga. App. 136, 35 S.E.2d 556 (1945), cert. denied, 329 U.S. 740, 67 S. Ct. 56, 91 L. Ed. 638 (1946); Zachos v. Rowland, 80 Ga. App. 31, 55 S.E.2d 166 (1949); Adams v. Payne, 219 Ga. 638, 135 S.E.2d 423 (1964); Troup County Bd. of Comm'rs v. Public Fin. Corp., 109 Ga. App. 547, 136 S.E.2d 509 (1964).**

For these reasons cited, from Interpleader/Appellant- Brantley, Carolyn's firsthand account, the cited **"due process clause"** violation is raised for a **"Hard Look"** doctrine inquiry by this court / South Carolina State Attorney General.

The court is directed to bring forth the valid, constitutionally sound contract agreements being enforced, w/ testimony of Mr. Cooper, verifying he has the **original Note**, for the conspiracy "foreclosure sale", purporting a valid debt amount owed, presented before the Jasper County Court of Common Pleas, for the contract debt amount alleged, or order a vacation order, or an order setting aside the Jasper County Court of Common Pleas's **"void order"**, and the reasons for such void order.

ENUMERATION OF ERRORS:

1. No record for trial court exists.; Jasper County Court of Common Pleas*'s bias account went undocumented, as he did not show Proof of Nationstar Mortgage, LLC d/b/a/ Mr. Cooper's valid claim or evidence of their possession of the Original Note, along with the Genuine Security Deed to foreclose, and the Authority to bypass the* ***SC Code*** **§ 27-23-10. *A jurisdiction issue is evident.**

2. The special referee-James A. Grimsley,III prejudiced me, by depriving me of "equal protection" against the cited encroachments**, my Bill of rights, to due process,** because he did not thoroughly inspect the claims brought before him by Nationstar Mortgage, LLC d/b/a/ Mr. Cooper, ***routinely*** presented before him, wherein he entered a **"void order"** authorizing an unlawful conveyance and sale of the estate property.

3.Jasper County Court of Common Pleas lacked subject matter jurisdiction, to constitutionally hear any action concerning the CAROLYN BRANTLEY Estate's

land/property, pursuant to ***SC Code* § 27-23-10,** evidencing a "conspiracy to commit fraud" therein. The respondent, nor former "ineffective assistance of counsel" **are not authorized by me to speak on my behalf.**
They're not a party to the estate's security interest, nor has any authority to speak on behalf of the estate.

4. This "due process violation" cited begins at **ACTIO EX CONTRACTU**, ie the **contract** the respondent initiated at the Court of Common Pleas level, for which this court is HEREBY herein informed of the **"Legal Fraud"** that respondent filed, in support of a routinely enforced mortgage security fraud (*ie Promissory Note, and or Security Agreement*), unenforceable in its true nature, do to the absence of **"2"** or **more** valid **"official"** signatories (seller/buyer/corp. officer), for which a constitutional valid buyer's contract agreement exists.

Subsequently, the absence of the signers, evidences the same as void.

Henceforth, it is warranted that a valid contract between the parties be made evident before me, the court, and the American People to avoid further prejudicial tyranny, or treason.

Wherefore, it's a fact that I Brantley, Carolyn, am the living woman, authorized Party for the CAROLYN BRANTLEY Estate, commonly identified as 200 Oak Plantation Drive, Ridgeland, South Carolina 29936.

For these reasons annotated, the term "contract" used herein, may be referenced from **BLACK'S LAW 4th EDITION**, *stating*

CONTRACT.
A promissory agreement between two or more persons that creates, modifies, or destroys a legal relation. **Buffalo Pressed Steel Co. v. Kirwan, 138 Md. 60, 113 A. 628, 630; Mexican Petroleum Corporation of Louisiana v. North German Lloyd, D.C.La., 17 F.2d 113, 114.**

Wherefore, by the very nature of the term **"contract"** heretofore, we've a clear comprehension, as to the nature of term, along with the contextual volition it relates to herein, without ambiguity.

Hence, the foundational security(ies) are called to account for inspection, to identify an obligation, if any.

***Identified Party To "My" Original Promissory Note Document**
• Carolyn Branley (*see 15 USC 1602(i))

In contrast, upon a good faith inspection of the *photocopy of the* Promissory Note, said Petitioner is the only validated signer.

There is no evidence now before the court, of another signatory exchanger identified on the Petitioner's lost Note.
Therefore, it's incumbent upon the court to take into account, the governing statutes **12 USC**

83(b), and 12 USC 1828(v)(1), which may help to shed added light on the **"legal fraud"**, at its nature of inception.

***Ref. 12 U.S. Code § 83(b) Loans by bank on its own stock** "...For purposes of this section, a national bank shall not be deemed to be making a loan or discount on the security of the shares of its own capital stock if it acquires the stock to prevent loss upon a debt previously contracted for in good faith."

12 U.S. Code § 1828(v)(1) GENERAL PROHIBITION "No insured depository institution may make any loan or discount on the security of the shares of its own capital stock."

Yet, somehow this routine operation of **"securities fraud"** at inception, HEREBY cited for the court (*ie SC State Attorney General's Office*) to thoroughly inspect, along with the assistance of the **South Carolina State Attorney General**, to avoid this found prejudice act against our family heirs, and the American People, *as Americans*, by this **lack of "just compensation"** cited, **per SC Code 1-7-60**.

The elements of an omission is present, scienter, connection to securities, reliance, along with loss-causation.

This poisonous fruit managed to go unexamined before the Court of Common Pleas, in light of former "Ineffective- Assistance of Counsel", that failed to cite such **"fraud"**, that resulted in an altered trajectory of this action at length.

QUESTIONS OF LAW

- Does the United States Constitution Article IV support the enforcement of valid contracts?

- Does a valid contract agreement include "2" or more official parties?

- Can no law or fact be tried?

GROUNDS FOR APPEAL ACCEPTANCE

1. **Error in Law**: There's a fundamental inquiry concerning the constitutionality for the erred order. The order provided is indeed a miscalculation, having found that the claim presented before the Magistrate Court operates a **"legal fraud"** at law. *Also, at its inception, **there's no evidence of a valid "contract agreement" between an official for Nationstar Mortgage, LLC d/b/a/ Mr. Cooper, and the Petitioner**.
The dismissal of the appeal effectively reinstates the lower court's judgment, on the basis of a **"legal fraud"** before the court.
However, the former Court failed to meet such requirements. Whereas, this court should reconsider the dismissal in light of cited **"due process errors"** that may have been overlooked. Dismissing the appeal without addressing these errors could result in a

miscarriage of justice.
2. **New Evidence**: I have identified new evidence or arguments that were not previously considered by the Court, which could materially affect the outcome of the case. Whereas, I respectfully requests the opportunity to present this evidence in a reconsideration of the dismissal.

3. **Interest of Justice**: I Hereby affirm that it is in the interest of justice to allow the appeal to proceed. Reinstating the judgment without full consideration of this appeal may unfairly prejudice the Petitioner, particularly given the severe consequences of the Jasper County Magistrate's **"void order"**, lacking authoritative jurisdiction herein, at ***SC Code* § 22-3-10 (1)**... ***"(1)in actions arising on contracts for the recovery of money only, if the sum claimed does not exceed seven thousand five hundred dollars;..."***

REQUEST FOR RELIEF

WHEREFORE, I, Brantley, Carolyn respectfully requests that this Honorable Court:

1. Overturn the recent Court of Common Pleas Order dated 01/04/2024, dismissing all its actions, and the full reconveyance of land and property misappropriated thereby the Court of Common Pleas, located in Jasper County.

2. Allow me to proceed with this appeal, to fully address all cited issues pertinent to this case.

3. Grant an immediate financial disbursement of the **"Excess Funds"** received from the wrongful foreclosure sale of the Estate.

4.Grant such relief as the Court deems just and proper.

Conclusion

Petitioner seeks an order from this court, Setting Aside the recent 01/04/2024 **"void order"**, and all other forms of remedy available.

Respectfully submitted this 18th day, September 2024.

AUTHORITY

LOPER BRIGHT ENTERPRISES v. RAIMONDO, evidencing the final "interpretation of the laws", would be "the proper and peculiar province of the courts." The Federalist No. 78, p. 525 (A. Hamilton). As Chief Justice Marshall declared in the foundational decision of Marbury v. Madison, "[i]t is emphatically the province and duty of the judicial department to say what the law is." 1 Cranch 137, 177. In the decades following Marbury, when the meaning of a statute was at issue, the judicial role was to "interpret the act of Congress, in order to ascertain the rights

of the parties." Decatur v. Paulding, 14 Pet. 497, 515. The Court recognized from the outset, though, that exercising independent judgment often included according due respect to Executive Branch interpretations of federal statutes. Such respect was thought especially warranted when an Executive Branch interpretation was issued roughly contemporaneously with enactment of the statute and remained consistent over time. The Court also gave "the most respectful consideration" to Executive Branch interpretations simply because "[t]he officers concerned [were] usually able men, and masters of the subject," who may well have drafted the laws at issue. United States v. Moore, 95 U. S. 760, 763. "Respect," though, was just that. The views of the Executive Branch could inform the judgment of the Judiciary, but did not supersede it. "[I]n cases where [a court's] own judgment . . . differ[ed] from that of other high functionaries," the court was "not at liberty to surrender, or to waive it." United States v. Dickson, 15 Pet. 141, 162. During the "rapid expansion of the administrative process" that took place during the New Deal era, United States v. Morton Salt Co., 338 U. S. 632, 644, the Court often treated agency determinations of fact as binding on the courts, provided that there was "evidence to support the findings," St. Joseph Stock Yards Co. v. United States, 298 U. S. 38, 51. But the Court did not extend similar deference to agency resolutions of questions of law. "The interpretation of the meaning of statutes, as applied to justiciable controversies," remained "exclusively a judicial function." United States v. American Trucking Assns., Inc., 310 U. S. 534, 544. The Court also continued to note that the informed judgment of the Executive Branch could be entitled to "great weight." Id., at 549. "The weight of such a judgment in a particular case," the Court observed, would "depend upon the thoroughness evident in its consideration, the validity of its reasoning, its consistency with earlier and later pronouncements, and all those factors which give it power to persuade, if lacking power to control." Skidmore v. Swift & Co., 323 U. S. 134, 140. Occasionally during this period, the Court applied deferential review after concluding that a particular statute empowered an agency to decide how a broad statutory term applied to specific facts found by Cite as: 603 U. S. ____ (2024) 3 Syllabus the agency. See Gray v. Powell, 314 U. S. 402; NLRB v. Hearst Publications, Inc., 322 U. S. 111. But such deferential review, which the Court was far from consistent in applying, was cabined to factbound determinations. And the Court did not purport to refashion the longstanding judicial approach to questions of law. It instead proclaimed that "[u]ndoubtedly questions of statutory interpretation . . . are for the courts to resolve, giving appropriate weight to the judgment of those whose special duty is to administer the questioned statute." Id., at 130–131. Nothing in the New Deal era or before it thus resembled the deference rule the Court would begin applying decades later to all varieties of agency interpretations of statutes under Chevron. Pp. 7–13. (b) Congress in 1946 enacted the APA "as a check upon administrators whose zeal might otherwise have carried them to excesses not contemplated in legislation creating their offices." Morton Salt, 338 U. S., at 644. The APA prescribes procedures for agency action and delineates the basic contours of judicial review of such action. And it codifies for agency cases the unremarkable, yet elemental proposition reflected by judicial practice dating back to Marbury: that courts decide legal questions by applying their own judgment. As relevant here, the APA specifies that courts, not agencies, will decide "all relevant questions of law" arising on review of agency action, 5 U. S. C. §706

(emphasis added)—even those involving ambiguous laws. It prescribes no deferential standard for courts to employ in answering those legal questions, despite mandating deferential judicial review of agency policymaking and factfinding. See §§706(2)(A), (E). And by directing courts to "interpret constitutional and statutory provisions" without differentiating between the two, §706, it makes clear that agency interpretations of statutes—like agency interpretations of the Constitution—are not entitled to deference. The APA's history and the contemporaneous views of various respected commentators underscore the plain meaning of its text. Courts exercising independent judgment in determining the meaning of statutory provisions, consistent with the APA, may—as they have from the start—seek aid from the interpretations of those responsible for implementing particular statutes. See Skidmore, 323 U. S., at 140.

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 and or to email address.

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cc: **State Bar of South Carolina**
cc: **South Carolina Insurance Commissioner**