

9

**LETTER TO THE APPELLATE COURT CLERK  
The Honorable Jenny Abbot Kitchings**

Thursday, March 6, 2025

John C. Nelums  
315 Bentwood Ln  
803-513-9903  
Columbia, SC 29229-8981

Delmarshi Nelums  
315 Bentwood Ln  
803-513-9903  
Columbia, SC 29229-8981

The Honorable Jenny Abbott Kitchings  
Clerk, South Carolina Court of Appeals  
Post Office Box 11629 Columbia,  
South Carolina 29211

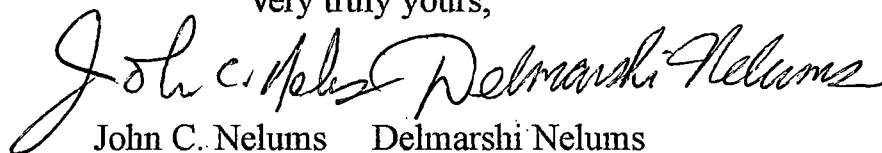
**RECEIVED**  
MAR 06 2025  
SC Court of Appeals

RE: John Nelums v. Deutsche Bank National Trust

Appellate Case No. 2025-000382

I have enclosed two letters received from Chief Deputy Catherine S. Harrison dated March 04, 2025 addressed to Mr. Sean Adegbola, Esquire. Attorney Adegbola does not represent the Appellants in this case. A motion to relieve Attorney Adegbola as counsel was filed 28 August 2023. (Copy enclosed). We are Per Se Appellants. Request reissuance of the two letters addressed to the Appellants at 315 Bentwood Lane, Columbia, SC 29229. Correction of this mistake will allow us to move forward with a request to file the first brief.

Very truly yours,

  
John C. Nelums    Delmarshi Nelums



## The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

CATHERINE S. HARRISON  
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629  
COLUMBIA, SOUTH CAROLINA 29211  
1220 SENATE STREET  
COLUMBIA, SOUTH CAROLINA 29201  
TELEPHONE: (803) 734-1890  
FAX: (803) 734-1839  
[www.sccourts.org](http://www.sccourts.org)

March 04, 2025

Mr. Sean Adegbola, Esquire  
8859 Arbor Glen Drive  
North Charleston SC 29418

Re: Deutsche Bank National Trust Company v. John C. Nelums  
Appellate Case No. 2025-000382

Dear Counsel:

This Court has received your clients' notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR). The SCACR are available online at [www.sccourts.org/courtreg](http://www.sccourts.org/courtreg). Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals. The order can be found at [www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02](http://www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02). Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will *not* review

filings for redaction or to determine if materials should be sealed.

This is to advise that the title in the above matter has been changed to read as follows:

**Deutsche Bank National Trust Company, as Trustee for Residential Asset Securitization Trust 2005-A8CB Mortgage Pass-Through Certificates Series 2005-H, Respondent,**

v.

**John C. Nelums, Delmarshi Nelums, and Woodlake Homeowners' Association, Inc., Defendants,**

**of which John C. Nelums and Delmarshi Nelums are the Appellants.**

All future records in this matter should be changed to reflect this title. If you have any questions, please do not hesitate to contact this office.

Very truly yours,

  
CLERK

cc: Delmarshi Nelums  
John C. Nelums  
John Sanford Kay, Esquire  
John Brian Kelchner, Esquire  
Sarah Oliver Leonard, Esquire  
Ashley Zarrett Stanley, Esquire  
Alan Martin Stewart, Esquire



# The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

CATHERINE S. HARRISON  
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629  
COLUMBIA, SOUTH CAROLINA 29211  
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[www.sccourts.org](http://www.sccourts.org)

March 04, 2025

Mr. Sean Adegbola, Esquire  
8859 Arbor Glen Drive  
North Charleston SC 29418

Re: Deutsche Bank National Trust Company v. John C. Nelums  
Appellate Case No. 2025-000382

Dear Counsel:

Upon reviewing your clients' notice of appeal, the following deficiency or deficiencies have been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter or this matter will be dismissed:

- The accompanying proof of service is not in compliance with the SCACR. Your proof of service should be substantially in the format shown by Form 7 in Appendix C to part II of the SCACR. Specifically, you must list the parties served in the body of the document.
- You must serve and file a notice of appeal substantially in the format shown in Form 1 in Appendix C to part II of the SCACR. Specifically, your notice of appeal must include a caption which identifies the appellant(s) and respondent(s).

Very truly yours,

*Catherine Hannibal, deputy*

CLERK

cc: Delmarshi Nelums  
John C. Nelums  
John Sanford Kay, Esquire  
John Brian Kelchner, Esquire  
Sarah Oliver Leonard, Esquire  
Ashley Zarrett Stanley, Esquire  
Alan Martin Stewart, Esquire

JOHN C. NELUMS and DELMARSHI H. NELUMS  
315 BENTWOOD LANE  
COLUMBIA, SC 29229-8981  
803-513-9903  
johnnelums@yahoo.com

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Sean Adegbola, ESQ  
7075 Cross Country Road  
Unit 41704  
North Charleston, South Carolina 29418  
Tel: (843) 352-8661

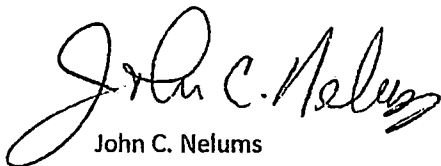
May 12, 2023

Attorney Adegbola,

Your request for relief as counsel was received in the Court of Appeals on 02 May 2023, Case Number # 2023-000491.

Additionally, your services as counsel in the Richland County Court of Common Pleas (Master in Equity) are no longer required. Please submit your request for relief as counsel in the Richland County Court of Common Pleas effective immediately for Case Number # 2021CP4000895.

VR,

  
John C. Nelums

Delmarshi H. Nelums



STATE OF SOUTH CAROLINA

CASE # 2017CP4000895

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Deutsche Bank National Trust Company  
As Trustee for Residential Asset Securitiz:  
Trust 2005-A8CB Mortgage Pass-Through  
Certificates Series 2005-H,

MOTION TO RELIEVE  
DEFENDANTS COUNSEL  
SEAN.ADEGBOLA ESQ.

PLAINTIFF,

RECEIVED

MAR 07 2025

SC Court of Appeals

vs.

John C. Nelums; Delmarshi Nelums.  
Woodlake Homeowners Association

DEFENDANT(S)

John C. Nelums and Delmarshi Nelums ("NELUMS") with sound minds are Pro Se Defendants in this fraudulent Foreclosure Case, demand this Court to relieve as counsel for the Defendants. Sean Adegbola, Esq. Local Attorney for the John C. Nelums and Delmarshi Nelums ("NELUMS"), Notice/Notice of Appearance Filed by or on behalf. Of Attorney Sean Adegbola 11-23-2022 01:05:04 PM 2023, for failing to Communicate with his clients after John C. Nelums & Delmarshi Nelums Signed Mr. Sean Adegbola contract on November 23, 2022, a Professional Services stating that the Local Attorney will provide the following legal services to Clients, FORECLOSURE, See: EXHIBIT-B, Unfortunately, Mr. Sean Adegbola office doesn't handle foreclosure. proceeding and RULE

1.4: COMMUNICATION

- 1. failing (1) promptly inform the client of any decision or

circumstance with respect to which the client's informed consent, as defined in Rule 1.0(g), is required by these Rules; EXHIBIT-A

2. failing (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished.

3. failing (3) keep the client reasonably informed about the status of the matter; in case Civil Action No. CASE # 2017CP4000895

4. failing (b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

5. The Bible defines a double-minded man in James 1:7-8: unstable. And doubtful.

6. Failing (b) [1] Reasonable communication between the lawyer and the client is necessary for the client effectively to participate in the representation.

7. Mr. Sean Adegbola failure to protect his client's best interest.

Under the South Carolina Constitution and Laws

8. Failing to communicate for (8) Months to his client!

9. the conflict and who stands to be harmed by that conflict. Parties who may be injured by the conflict of interest include the present client.

10. **DISQUALIFICATION FOR CONFLICT OF INTEREST**

**JOHN C. NELUMS AND DELMARSHI H NELUMS DEMANDS A  
TRIAL BY JURY OF ANY AND ALL ISSUES BEFORE THE COURT  
AND TRIABLE BY A JURY**

**Respectfully submitted on this 28 day of August 28, 2023**

\_\_\_\_\_  
John C. Nelums

Delmarshi Nelums

315 Bentwood Ln

803-513-9903

Columbia, SC 29229-8981

*John C. Nelums*  
*Delmarshi Nelums*

## **CERTIFICATE OF SERVICES**

UNDER PENALTY OF PERJURY, I, JOHN NELUMS AND DELMARSHI H NELUMS HEREBY CERTIFY that a copy of the foregoing documents listed below have been filed in the IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT CASE NO. 2021-CP-40-00895, MOTION TO RELIEVE DEFENDANTS COUNSEL, SEAN. ADEGBOLA ESQ, of Plaintiffs ON Monday August 14, 2023, was served by Certified Registered Letter on August 28, 2023 to the below listed parties:

Sean Adegbola, Esquire  
Adegbola Law Firm, LLC  
Bar Number#: 104881  
7075 Cross County Road,  
Unit 41704  
North Charleston, SC 29418  
Phone: (843) 352-8661  
Facsimile: (843) 738-4435  
sean@adegbolalawfirm.com

Joseph M. Strickland  
Judge Master-in-Equity  
Richland County Judicial Center  
1701 Main Street, Room 212  
Columbia, SC 29201  
Telephone: (803) 576-1900  
Fax: (803) 576-1865

Hutchens Law Firm  
John S. Kay (SC Bar #: 7914);  
Ashley Z. Stanley (SC Bar #: 74854)  
Alan M. Stewart (SC Bar #: 15576);  
Sarah O. Leonard (S.C. Bar #: 80165);  
Gregory Wooten (S.C. Bar #: 73586);  
Louise M. Johnson (S.C. Bar #: 16586)  
ATTORNEY(S) FOR THE PLAINTIFF(S)  
240 Stoneridge Dr  
Ste 400,  
Columbia, SC 29210  
(803) 726-2700

Jeanette McBride  
Richland County Clerk of Court  
Richland County Judicial Center  
1701 Main Street, Room 205 (29201)  
Post Office Box 2766  
Columbia, South Carolina 29202

U.S. Department of Justice  
Citizen Complaint Center  
Antitrust Division  
950 Pennsylvania Ave., NW  
Room 3322  
Washington, DC 20530  
202-307-2040  
[antitrust.complaints@usdoj.gov](mailto:antitrust.complaints@usdoj.gov)

**JOHN C. NELUMS AND DELMARSHI H NELUMS DEMANDS A  
TRIAL BY JURY OF ANY AND ALL ISSUES BEFORE THE COURT  
AND TRIABLE BY A JURY**

Respectfully submitted on this 28 day of August 28, 2023

\_\_\_\_\_  
John C. Nelums

Delmarshi Nelums

315 Bentwood Ln

803-513-9903

Columbia, SC 29229-8981

*John C. Nelums*  
*Delmarshi Nelums*

**EXHIBIT-A**

AO 88 (Rev. 02/17) Notice, Consent, and Reference of a Civil Action to a Magistrate Judge

**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.

Print

Save As

Reset



**ADEGBOLA**  
LAW FIRM

**ADEGBOLA LAW FIRM**  
Retainer Fee Agreement

THIS CONTRACT FOR LEGAL SERVICES is made and entered into this <sup>23</sup> day of November 2022, by and between ADEGBOLA LAW FIRM, hereinafter referred to as the "ATTORNEY", and JOHN C. NELUMS, hereinafter referred to as the "CLIENT."

**I AGREE TO THE FOLLOWING TERMS**

<sup>03</sup>  
JCN

**PROFESSIONAL SERVICES:** Attorney will provide the following legal services to Client:

Representation: FORECLOSURE

<sup>03</sup>  
JCN

**SCOPE OF REPRESENTATION:** Client understands that he/she is hiring Attorney for the above-referenced Matter only. Additional matters which may arise from time to time will require a separate fee agreement. Client warrants that he/she is not currently represented by any other attorney or law firm in connection with this Matter.

<sup>03</sup>  
JCN

**LEGAL FEES:** Client hereby agrees to pay Attorney, as compensation for the services to be performed, fees as follows: an initial retainer in the amount of Two Thousand Five Hundred and 00/100 U.S. Dollars (\$2,500.00) which is due and payable on execution of this Agreement. Additional retainer will be required if the matter is not resolved before exhaustion of the initial retainer and if the matter does not resolve in mediation and litigation progresses. Client understands and acknowledges that legal representation will not begin until receipt of the \$2,500.00 initial retainer and this Agreement is fully initialed and signed and returned to Attorney.

<sup>03</sup>  
JCN

**JOINT/SHARED REPRESENTATION:** Client understands that he/she is hiring Attorney for the above-referenced Matter, and Adegbola Law Firm may contract other attorneys to assist at no additional fee to client.



# ADEGBOLA LAW FIRM

<sup>DS</sup>  
JCN **EXPENSES, COSTS, AND DISBURSEMENTS:** Client agrees that in addition to the above fee, Attorney will receive from Client reimbursement for all costs, expenses, and disbursements made by Attorney during the representation. These expenses are to be deducted from Client's share of the recovery after payment of the contingent fee to Attorney. The expenses include, but are not limited to the following categories: expert fees and costs; deposition fees and costs; court reports fees and costs; witness fees; investigator costs; office expenses including copy, mail, and facsimile costs; expenses incurred during travel, including mileage, airfare, hotels, car rentals, and meals; computer-aided research costs; and costs to create trial and other demonstrative exhibits.

<sup>DS</sup>  
JCN **DISPUTES:** If a dispute arises between the Adegbola Law Firm and Client as to any matter, both parties agree to arbitrate the dispute by submitting it to a sole arbitrator in Charleston County, South Carolina, in accordance with the laws of The State of South Carolina.

<sup>DS</sup>  
JCN **LIMITED POWER OF ATTORNEY:** Client hereby grants Attorneys a limited power of attorney to sign settlement checks on their behalf as may be needed. Furthermore, Client authorizes Attorneys to deposit these checks in their client trust account so that the funds may be disbursed according to this fee agreement.

<sup>DS</sup>  
JCN **WITHDRAWAL/ATTORNEY LIEN:** The Attorney, at his discretion, may withdraw at any time from their representation if the claim does not appear to be recoverable or for any other reason. The client also may withdraw for any reason. If the client does withdraw or terminates this representation agreement, then he/she acknowledges and immediately assigns a charging lien to Adegbola Law Firm. The charging lien includes reimbursement of all costs and expenses incurred or advanced by Attorney as well as reasonable attorney fees for services rendered prior to termination. In the event the client withdraws or terminates this agreement, it is hereby agreed the value of the reasonable attorney fees owed to Adegbola Law Firm will equal Thirty-three and One-Third Percent (33.33%) of any settlement offer made prior to the date of termination and if no offer has been made then the value of the attorney fees owed will be based upon the amount of work performed at Adegbola Law Firm in relation to the amount of work performed post termination and until the date of recovery.

<sup>DS</sup>  
JCN **DIRECTIONS FOR PAYMENT:** Client will deposit a Cashier Check, Money Order, or Personal Check in a SouthState Bank. The check will be made payable to the Adegbola Law Firm. Account No.: 8010001371745.

Richland County Common Pleas

Clerk : Jeanette W. McBride  
Richland County Judicial Center  
Columbia, SC 29201  
(803) 576-1999

Received From: Nelums, John C

Date: 8/28/2023

Receipt #: 328917

Clerk: c40rmoorma

Paying for: Self

Transaction Type: Payment

Reference #:

Payment Type: Cash \$25.00

Comment:

Total Paid: \$25.00

Non-Refundable

<u>Case #</u>	<u>Caption</u>	<u>Previous Balance</u>	<u>Amount Paid</u>	<u>Balance Due</u>
2021CP4000895	Deutsche Bank National Trust Company Trustee, plaintiff, et al vs John C Nelums, defendant, et al	\$25.00	\$25.00	\$0.00
<b>Total Cases:</b>	<b>1</b>	<b>\$25.00</b>	<b>\$25.00</b>	<b>\$0.00</b>

ORIGINAL CHECK HAS MICROPRINTING IN SIGNATURE LINE. VISIBLE FIBERS & TRUE WATERMARK-HOLD TO LIGHT TO VIEW



730 Elmwood Avenue  
Columbia, SC 29201  
(803) 736-3110

No. 907124

67-7903  
2532

Date: February 27, 2025

Pay to the order of SOUTH CAROLINA COURT OF APPEALS

Amount \$ 250.00

Two Hundred Fifty and 00/100\*\*\*\*\*

DOLLARS

South Federal Credit Union  
Columbia, SC

Negotiate within six months of issue date

CA# 2021-CP-40-00895

*William A. Koehler*

Authorized Signature

no

⑈907124⑈ ⑆25327903⑆ ⑆0411630⑈

PLEASE DETACH BEFORE DEPOSITING AND RETAIN FOR YOUR RECORDS



730 Elmwood Avenue  
Columbia, SC 29201  
(803) 736-3110

No. 907124

67-7903  
2532

Date: February 27, 2025

SOUTH CAROLINA COURT OF APPEALS

Amount \$ 250.00

Hundred Fifty and 00/100\*\*\*\*\*

DOLLARS

Federal Credit Union  
Columbia, SC

2021-CP-40-00895

**NON-NEGOTIABLE**

Authorized Signature

ER COPY