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Feb 27 2025

SC Court of Appeals

**FORM 15
RECORD ON APPEAL
THE STATE OF SOUTH CAROLINA
In The Court of Appeals
APPEAL FROM JASPER COUNTY
Court of Common Pleas
James A. Grimsley III, Special Referee**

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.

Appellate Case No. 2024-000039

RECORD ON APPEAL

**AMENDED APPELLANT FINDINGS BRIEF,
REVISITED MOTIONS, AND VERIFIED SERVICE FOR THE COURT**

Submitted by:

Carolyn Brantley 2/27/2025

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

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Appellant, Interpleader, Title Holder

ENCLOSED DOCUMENTS INCLUDE

1. AMENDED APPELLANT FINDINGS BRIEF, REVISITED MOTIONS, AND VERIFIED SERVICE FOR THE COURT;
2. OBJECTION TO UNKNOWN RESPONDENT AND PROPOSED FINDINGS NOTICE KNOWLEDGE OFFER;
3. APPELLANT'S DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL;
4. AUTHORITY;
5. AFFIDAVIT OF LOST NOTE;
6. RECORD NOTICE KNOWLEDGE;
7. AFFIDAVIT IN SUPPORT OF APPELLANT'S AMENDED OBJECTION...
8. APPELLANT AMENDED FINDINGS BRIEF;

INDEX KNOWLEDGE

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ORDERS

- January 14, 2025
- December 11, 2024
- November 18, 2024
- November 5, 2024
- September 18, 2024
- August 16, 2024-
- February 1, 2024
- January 10, 2024
- December 11, 2023- Hearing "Lacking my Original Note w/ my genuine wet-ink autograph", voiding the false reported Foreclosure sale at length;

***EXHIBITS (SEE ATTACHMENTS)**

·OBJECTION TO UNKNOWN RESPONDENT.....	11-04-2024
·APPELLANT'S DESIGNTION OF MATTER TO BE INCLUDED...	11-14-2024
· RECORD NOTICE KNOWLEDGE.....	11-22-2024 ^{CB}
· AFFIDAVIT IN SUPPORT OF APPELLANT'S AMENDED.....	11-22-2024 ^{CB}

·AFFIDAVIT IN SUPPORT OF APPELLANT'S ...DESIGNATURE...11-29-2024 CB
· AFFIDAVIT IN SUPPORT OF...AMENDED FINDINGS.....11-29-2024 CB

JURISDICTIONAL STATEMENT:

(i)This filing has been amended for the Court's acknowledgment of service to all parties, through the clerk of court, by my authorization hereto. 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 poses major issues.

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 01/10/24 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 statute "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 CRANTLEY 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**

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.

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 RECONSIDERATION

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 01/4/2024 **“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.

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

Office: Respondent- FINKEL LAW FIRM LLC / Attorney for Defendant
By: Representative
Post Office Box 71727,
North Charleston, South Carolina 29415
843.577.5460

Date: 02/27th/2025

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**

The South Carolina Court of Appeals

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.

Appellate Case No. 2024-000039

OBJECTION TO UNKNOWN RESPONDENT AND PROPOSED FINDINGS NOTICE KNOWLEDGE OFFER

*Be it known this 4th day of November 2024,**

I, Carolyn Brantley, respectfully OBJECT to the unknown respondent's attempts to sway the court/Attorney General from recognizing the truth of justice I have presented, which personally affects me. I am a firsthand witness to the matters at hand, and the respondent's conjecture lacks valid testimony.

I assert that I am prejudiced and subject to a due process violation. In contrast to the unrecognized respondent, I am the "**natural person,**" also known as the "**consumer,**" "grantor," and "**witness,**" in support of the "**full faith and credit clause,**" guaranteed at Title 15

USC 1602(i). The respondent has failed to provide testimony to the contrary.

Furthermore, I affirm that the matter the respondent attempts to defend lacks standing, as it is not a sound party under South Carolina constitutional law, and they cannot provide valid testimony. **NUNC PRO TUNC.**

I have submitted this truth based on my firsthand account, independent of the United States or any headlined case-in-chief associate. I have responded in the nature of ***SWARE v. THE BOARD OF EXAMINERS*** and/or ***Haines v. Kerner.*** My statements herein are from the perspective of a firsthand witness, and **my testimony is true.**

My responses are supported by law, the South Carolina Constitution, and **SC Rule 501.**

Conclusion.

Wherefore, I find it in the best interest of the court/Attorney General for this case-in-chief to strike the respondent's frivolous October ____, 2024 filing, deeming it hearsay, in light of the evidence I have established formerly and now before the court.

Further, it is recommended that the Court/court/Attorney General establish a "Hard Look", concerning the facts I've presented at length.

Respectfully executed this 4th day of November 2024.

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

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.

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

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:11/04/2024

Petitioner's Signature:

Carolyn Brantley 11/04/2024

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

South Carolina Court of Appeals
JENNY ABBOTT KITCHINGS, CLERK
Post Office Box 11629
Columbia, South Carolina 29211

CATHERINE S. HARRISON, CHIEF DEPUTY CLERK
1220 Senate Street
Columbia, South Carolina 29201

November 22, 2024

RECORD NOTICE KNOWLEDGE

Re: *Nationstar Mortgage, LLC v. Carolyn Brantley*
Appellate Case No. 2024-000039


Dear Ms. Kitchings and Ms. Harrison,

I am writing in follow-up to the correspondence dated November 18, 2024, in which you addressed the motions I filed in the above-referenced appeal. I would like to clarify that the documents you received were indeed motions, not notices, and as indicated by SCARC Rule 240, they were missing the required supporting affidavits.

As requested, I have now attached the missing affidavits to this communication for your review and inclusion in the court's records. I respectfully ask that you update your records to reflect this timely submission.

Please confirm receipt of these documents and notify me if any further action is required.

Thank you for your attention to this matter.

Sincerely,

Carolyn Brantley
Grantor/Appellant
200 Oak Plantation Dr.
Ridgeland, SC 29936

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.

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
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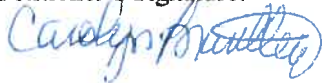
Clerk of Court
1220 Senate Street
Columbia, SC 29201

Thomas A. Shook, Esquire
Post Office Box 71727,
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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**

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
OBJECTION TO UNKNOWN RESPONDENT AND PROPOSED
FINDINGS NOTICE KNOWLEDGE OFFER**

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 South Carolina, United States of America.

Be it known this 14th day of November 2024,*

I, Carolyn Brantley, respectfully OBJECT to the unknown respondent's attempts to sway the court/Attorney General from recognizing the truth of justice I have presented, which personally affects me. I am a firsthand witness to the matters at hand, and the respondent's conjecture lacks valid testimony.

I assert that I am prejudiced and subject to a due process violation. In contrast to the unrecognized respondent, I am the "**natural person,**" also known as the "**consumer,**" "**grantor,**" and "**witness,**" in support of the "**full faith and credit clause,**" guaranteed at Title 15 USC 1602(i). The respondent has failed to provide testimony to the contrary.

Furthermore, I affirm that the matter the respondent attempts to defend lacks standing, as it is not a sound party under South Carolina constitutional law, and they cannot provide valid testimony. **NUNC PRO TUNC.**

I have submitted this truth based on my firsthand account, independent of the United States or any headlined case-in-chief associate. I have responded in the nature of ***SWARE v. THE BOARD OF EXAMINERS*** and/or ***Haines v. Kerner.*** My statements herein are from the perspective of a firsthand witness, and **my testimony is true.**

My responses are supported by law, the South Carolina Constitution, and **SC Rule 501. Conclusion.**

Wherefore, I find it in the best interest of the court/Attorney General for this case in-chief to strike the respondent's frivolous October 28th, 2024 filing, deeming it hearsay, in light of the evidence I have established formerly and now before the court.

Further, it is recommended that the Court/court/Attorney General establish a "Hard Look", concerning the facts I've presented at length.

Respectfully executed this 22nd day of November 2024.

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

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."

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 email address.

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ashook@finkellaw.com
843.577.5460

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

Date:11/22/2024

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**

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 AMENDED FINDINGS BRIEF

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

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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 FIRSHAND “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.

Conclusion..... 15

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 01/10/24 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 statute “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 CRANTLEY 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 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 or email.

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

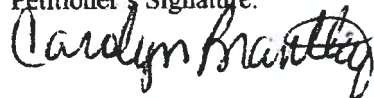
Clerk of Court
1220 Senate Street
Columbia, SC 29201

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: 11/14/2024

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

RECEIVED

Feb 27 2025

SC Court of Appeals

FORM 7

Proof Of Service

The South Carolina Court of Appeals

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

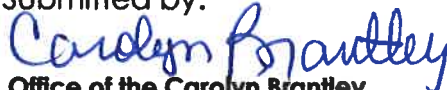
v.

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.
Appellate Case No. 2024-000039

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Nationstar Mortgage, LLC d/b/a/ Mr. Cooper by depositing a copy of it in the United States Mail, postage prepaid, on February 27th, 2025, addressed to said attorney of record, Thomas A. Shook, Esquire, Post Office Box 71727, email: ashook@finkellaw.com North Charleston, South Carolina 29415 by personally mailing a copy of it to his attorney of record, Rachel L. Ferguson, Esquire, email: rbailey@finkellaw.com at her office at 4000 Faber Place Drive Suite 450, Charleston, South Carolina 29405, on February 27th, 2025, Pursuant to Rule 210.

Submitted by:



Office of the Carolyn Brantley

c/o 100 Oak Plantation Drive

Ridgeland, South Carolina near 29936.

cbran211@gmail.com

843.812.4724