

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM Horry COUNTY
Court of Common Pleas
Alan D. Clemmons, Master in Equity

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Aug 04 2025

SC Court of Appeals

Appellate Case No. 2024-001119

Specialized Loan Servicing LLC,

Respondent,

v.

Cindy B. Hunt,

Defendants,

Of whom, Cindy B. Hunt is the Appellant.

INITIAL BRIEF OF RESPONDENT

Chad W. Burgess, Esq.
(S.C. Bar No.: 72520)
BROCK & SCOTT, PLLC
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210
(803) 454-3540
Attorney for Respondent

Other parties:
Cindy B. Hunt
195 Willow Green Dr, Unit D
Conway, SC 29526
Pro Se Appellant

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COUNTERSTATEMENT OF ISSUES ON APPEAL

1. DID THE MASTER ERR IN DENYING APPELLANT’S PRE-TRIAL MOTIONS?
2. DID THE TRIAL COURT ERR IN GRANTING RESPONDENT JUDGMENT AT THE CONCLUSION OF THE TRIAL?

STATEMENT OF THE CASE AND FACTS

This matter is a straightforward foreclosure of a mortgage on real property located in Horry County, South Carolina, despite the numerous and voluminous filings made by Respondent, Cindy B. Hunt (“Appellant” or “Hunt”). On May 18, 2007, Hunt executed, and delivered to Coastal Federal Bank a certain Note (“Note”) in writing wherein and whereby Hunt promised repay the principal sum of \$147,200.00 together with interest at an adjustable interest rate with an initial interest rate of 6.375% per annum on the unpaid balance; said principal and interest being payable in monthly installments until the said Note is fully paid. [Note]. The Note was indorsed in blank by Coastal Federal Bank. [Note, p. 3]. Coastal Federal Bank later merged into Branch Banking and Trust Company (“BB&T”). [LenderTrace Report].

In order to secure the payment of said Note, Hunt made, executed, and delivered to Coastal Federal Bank, its successors and assigns, a certain real estate Mortgage ("Mortgage") covering real property located in Horry County, South Carolina, as more fully described in said Mortgage. The subject property is more particularly described as follows:

All and singular, that certain piece, parcel or tract of land, situate, lying and being in Conway Township, Horry County, South Carolina and being more particularly shown and designated as Unit 195-D, Phase 6 of Willow Greens Horizontal Property Regime on a plat prepared by Terry M. Watson, RLS No. 7168 for CJ Developers, LLC, a South Carolina Limited Liability Company, dated December 11, 1997, and recorded on June 1, 1998, in the Office of the Register of Deeds for Horry County in Plat Book 155 at Page 113, reference to said plat being craved as forming a part of this description. A copy of the plans for Building 195 certified by Joel R. Carter, AIA, are further shown and recorded on June 1, 1998, in the Office

of the Register of Deeds for Horry County in Condominium Cabinet "C" at Page 630.

This being the same property conveyed to Cindy B. Hunt by deed of Christopher T. Brereton and Amanda Brereton dated September 30, 2003, and recorded October 1, 2003, in Book 2648 at Page 1241 in the Office of the Register of Deeds for Horry County, South Carolina.

TMS No. 0530001150

Property Address: 195 - D Willow Greens Dr., a/k/a 195 Willow Green Dr., Unit D
Conway, SC 29526

The Mortgage was recorded May 23, 2007, in the ROD's Office for Horry County in Book 4906 at Page 1953. [Mortgage]. The Mortgage evidences and secures the repayment of money advanced by the mortgagee thereon to, or on behalf of, the mortgagor thereon and constitutes a purchase money first lien on the Subject Property.

Hunt failed to pay the installments of principal and interest falling due from and after July 1, 2012, thereby placing her in default under the terms of the Note and Mortgage. Although demand for the payment thereof was made, Hunt failed to cure this default. BB&T filed this foreclosure action on April 16, 2013. [Complaint]. Hunt filed an answer and counterclaims on August 2, 2013. [Hunt's Answer and counterclaims]. Hunt followed up her answer with a number of motions seeking various relief including an injunction [August 12, 2013 motion for injunction], restraining order [August 21, 2013 motion for restraining order], and summary judgment [August 12, 2013 motion for summary judgment]. BB&T filed a motion to dismiss Hunt's counterclaims on September 6, 2013. [Respondent's motion to dismiss]. Despite the motion to dismiss, Hunt filed a motion to hold BB&T in default as to her counterclaims on September 9, 2013. [Hunt's motion for default judgment].

The matter was referred to the Horry County Master in Equity via a Form 4 entered October

10, 2013 [Form 4 order of reference] with a formal Order of reference entered November 4, 2013. [Order of Reference].

On June 6, 2014, Hunt filed amended counterclaims [Hunt's first amended counterclaim]. On June 25, 2014, BB&T filed a motion to dismiss Hunt's amended counterclaims. Despite this motion, Hunt again alleged BB&T defaulted in responding to her amended counterclaims. The Master took up Appellant's pending motions on October 14, 2014, where the Master denied all of Hunt's motions and granted BB&T's motion to dismiss Hunt's amended counterclaims. Orders denying Hunt's motions were entered October 20, 2014, October 22, 2014, and October 28, 2014. [R. pp. ____]. A formal order granting BB&T's motion to dismiss Hunt's amended counterclaims was entered January 13, 2015. Hunt's motion to alter or amend these rulings was denied on June 15, 2016. [R. pp. ____].

Hunt appealed the denial of her various motions and dismissal of her counterclaims. *See* SC Appellate Court Case Number 2016-001550. The Court of Appeals affirmed the Master in Equity's rulings in an opinion issued December 18, 2019. Appellant petitioned the South Carolina Supreme Court for Certiorari on April 3, 2020. *See* SC Appellate Case Number 2020-000510. Certiorari was denied and the case was remitted to the Circuit Court on October 19, 2020. [Remittitur].

BB&T changed its name to Truist Bank. [Articles of Amendment]. Truist Bank transferred the Note and Mortgage to Respondent. An Assignment of Mortgage into Respondent was recorded in the Horry County Registry on November 18, 2021, in Book 6480 at Page 2673. [Assignment of Mortgage].

BB&T filed a Consent Motion to Substitute Counsel on October 22, 2020. [Consent Motion to Substitute Counsel]. Based upon the transfer of the Note and Mortgage to Respondent,

a Motion to Substitute Plaintiff was filed on May 6, 2022. [Motion to Substitute Plaintiff]. An Order to Substitute Plaintiff was entered on May 10, 2022. [Order to Substitute Plaintiff].

Subsequently, Hunt filed a flurry of motions related to the substitution of counsel and substitution of Plaintiff with these motions rehashing Hunt's previously denied motions. Hunt's new motions included, 1) Motion / Petition for Writ of Certiorari filed October 28, 2020 [R. pp. ____], 2) Motion Re Abuse of Process filed October 28, 2020 [R. pp. ____], 3) SCRPC Rule 11 Motion filed October 28, 2020 [R. pp. ____], 4) SCRPC Rule 60 Motion Re: Fraud upon the Court and Civil Conspiracy filed December 17, 2020 [R. pp. ____], 5) SCRPC Rule 59 Motion regarding the May 10, 2022, Order to Substitute Plaintiff [R. pp. ____], 6) Motion/Petition for a Writ of Mandamus filed June 3, 2022 [R. pp. ____], 7) Amended Motion/Petition for Writ of Mandamus filed June 14, 2022 [R. pp. ____], 8) Motion related to subject matter jurisdiction filed January 16, 2024 [R. pp. ____]. A bench trial and hearing on all of Hunt's motions was held March 5, 2024. Prior to commencing the bench trial, the Master heard, and denied, each of Hunt's motions. [Transcript, pp. 4 – 34]. The Master reconvened the trial on May 8, 2024, to take testimony regarding the total of attorney's fees and costs to incurred in pursuing the foreclosure action. On June 26, 2024, the Master entered an order granting judgment in favor of Respondent. [June 26, 2024, Master's Order]. This appeal followed.

STANDARD OF REVIEW

“A mortgage foreclosure is an action in equity.” *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 248, 489 S.E.2d 472, 475 (1997). When an action in equity is appealed, the appellate court “may find facts in accordance with its own view of the preponderance of the evidence.” *Lowcountry Open Land Trust v. Charleston S. Univ.*, 376 S.C. 399, 407, 656 S.E.2d 775, 779 (Ct.

App. 2007). Nevertheless, “the appellant is not relieved of his burden of convincing the appellate court [that] the trial judge committed error in his findings.” *U.S. Bank Trust Nat’l Ass’n v. Bell*, 385 S.C. 364, 373, 684 S.E.2d 199, 204 (Ct. App. 2009) (quoting *Pinkney v. Warren*, 344 S.C. 382, 387–88, 544 S.E.2d 620, 623 (2001)). The Appellate Court may affirm the trial court’s ruling for any ground appearing in the record. Rule 220(c), SCRAP; *see also I’On, L.C.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 420, 526 S.E.2d 716, 723 (2000).

ARGUMENT

1. THE MASTER IN EQUITY COMMITTED NO ERROR IN DENYING APPELLANT’S MOTIONS BEFORE PROCEEDING WITH THE TRIAL.

The extremely difficult to follow, the primary thrust of Hunt’s appeal appears to be the Master’s denial of her various motions. The Master took up each motion separately and afforded Hunt ample opportunity to articulate the relief sought and the grounds to entitle her to such relief. [Transcript, pp. 4-34]. The Master committed no error in denying Hunt’s motions. Each of Hunt’s motions are discussed further below:

a) Appellant’s Motion / Petition for Writ of Certiorari filed October 28, 2020

Though titled as Motion/Petition for Writ of Certiorari, this motion appears to invoke sanctions pursuant to Rule 11, SCRPC, in addition to requesting a petition for writ of certiorari from the circuit court. The substance of the motion appears to consist entirely of a rehashing of Hunt’s prior appeal where this Court affirmed the Master in Equity and denied Hunt’s Petition for Rehearing. Hunt could articulate no grounds to support this motion or any argument that would

allow the Master to grant Hunt the relief requested. An issue is deemed abandoned where no supporting authority is presented. *State v. Jones*, 344 S.C. 48, 543 S.E.2d 541 (2001). Therefore, the Master properly denied this motion.

b) Appellant’s Motion Re Abuse of Process filed October 28, 2020.

This motion alleges BB&T committed the tort of Abuse of Process. “The essential elements of abuse of process are (1) an ulterior purpose, and (2) a willful act in the use of the process that is not proper in the regular conduct of the proceeding” *Argoe v. Three Rivers Behavioral Ctr. & Psychiatric Solutions*, 388 S.C. 394, 403, 697 S.E.2d 551, 556 (2010).

“An ulterior purpose exists if the process is used to gain an objective not legitimate in the use of the process.” *First Union Mortg. Corp. v. Thomas*, 317 S.C. 63, 74, 451 S.E.2d 907, 914 (Ct. App. 1994). The process at issue in the instant case is a judicial foreclosure pursuant to S.C. Code Ann. §29-3-610, et. seq., and the sole objective is the foreclosure of Respondent's mortgage. To suggest that the foreclosure of a mortgage is not a legitimate objective in the use of the foreclosure process boggles the mind. The case reached its legitimate objective through the granting of foreclosure and sale. In *First Union*, this Court held that “there is no liability when the process has been carried to its authorized conclusion, even though with bad intentions.” 317 S.C. at 74-75, 451 S.E.2d at 914. Hunt presented no evidence of an ulterior purpose for this foreclosure, but rather the same baseless allegations centering around BB&T and various employees of BB&T and its/their conduct. These allegations were the subject of Hunt’s dismissed amended counterclaims and denied motions which were addressed with finality in the prior appeal.

As to the willful act element of abuse of process, “the element comprises three components: 1) a “willful” or overt act 2) “in the use of the process” 3) that is improper because it is either (a)

unauthorized or (b) aimed at an illegitimate collateral objective.” *Food Lion, Inc. v. United Food & Commercial Workers Int’l Union*, 351 S.C. 65, 71, 567 S.E.2d 251, 254 (Ct. App. 2002). Hunt’s motion appears to suggest the filing of this action as the willful act necessary to satisfy the second element. While the filing of the foreclosure action certainly satisfies the first two components as willful and overt acts in the use of the process, the filing of the foreclosure not aimed at an illegitimate collateral objective. The sole objective of this action is the foreclosure of a mortgage, the stated and legitimate objective of the foreclosure process. Similar to the first element, Hunt presented no evidence of an illegitimate collateral objective for the foreclosure. Therefore, the Master committed no error in denying this motion.

c) Appellant’s SCRCP Rule 11 Motion filed October 28, 2020.

A well-reasoned analysis of requests for sanctions under South Carolina law is found in the case of *Ex Parte Gregory*, 378 S.C. 430, 663 S.E.2d 46 (2008) where the South Carolina Supreme Court noted:

Under Rule 11(a), SCRCP, a party and/or the party's attorney may be sanctioned for filing a frivolous pleading, motion, or other paper, or for making frivolous arguments. *Runyon v. Wright*, 322 S.C. 15, 471 S.E.2d 160 (1996). The party and/or attorney may also be sanctioned for filing a pleading, motion, or other paper in bad faith whether or not there is good ground to support it. *Id.* The sanction may include an order to pay the reasonable costs and attorney fees incurred by the party or parties defending against the frivolous action or action brought in bad faith, a reasonable fine to be paid to the court, or a directive of a nonmonetary nature designed to deter the party or the party's attorney from bringing any future frivolous action or action in bad faith. *Id.* Further, if appropriate under the facts of the case, the court may order a party and/or the party's attorney to pay a reasonable monetary penalty to the party or parties defending against the frivolous action or action brought in bad faith. *Id.* A court imposing sanctions under Rule 11 should, in its order, describe the conduct determined to constitute a violation of the Rule and explain the basis for the sanction imposed. *Id.*

The South Carolina Frivolous Civil Proceedings Sanction Act provides for liability for attorney fees and costs of frivolous suits. South Carolina Code Ann. § 15–36–10 (2005) provides that any person who takes part in the procurement, initiation, and continuation of any civil proceeding is subject to being assessed for payment of all or a portion of the attorney fees and court costs of the other party if (1) he does so primarily for a purpose other than that of securing the proper adjudication of the claim upon which the proceedings are based, and (2) the proceedings have terminated in favor of the person seeking an assessment of the fees and costs.

Section § 15–36–20 provides:

Any person who takes part in the procurement, initiation, continuation ... of civil proceedings must be considered to have acted to secure a proper purpose as stated in item (1) of Section 15–36–10 if he reasonably believes in the existence of the facts upon which his claim is based and

- (1) reasonably believes that under those facts his claim may be valid under the existing or developing law; or ...
- (3) believes, as an attorney of record, in good faith that his procurement, initiation, continuation, or defense of a civil cause is not intended to merely harass or injure the other party.

Id at 437. Respondent has elected to pursue the proper purpose of foreclosing a mortgage on real property where the Hunt is in default for failure to make the payments due and owing under the terms of the Note and Mortgage. Respondent’s foreclosure is unimpacted by Hunt’s ancillary lawsuits which she uniformly lost. Further, Hunt presented no cogent argument that the prosecution of this foreclosure action was intended to harass or injure her. Therefore, the Master did not err in denying this motion.

d) Appellant’s SCRCP Rule 60 Motion Re: Fraud upon the Court and Civil Conspiracy filed December 17, 2020 and any motions or filings related to substitution of Plaintiff’s counsel.

Hunt’s December 17, 2020, motion appears to be aimed at the substitution of Plaintiff’s counsel and generally at counsel’s authority to act in this case. All filings by the Respondent or

its predecessor were submitted by and through South Carolina licensed attorneys. Hunt's arguments related to this motion were related to the change in corporate structure of prior counsel for the Plaintiff's law firm, an occurrence that is completely irrelevant to the instant action.

In his letter filed in the case on May 5, 2022, Sean Foerster, prior counsel for the Plaintiff, indicated he complied with his duties as counsel for the Plaintiff until such time as the Plaintiff requested that he be substituted and the undersigned act as counsel for the Plaintiff. [May 5, 2022 letter filing]. Hunt could articulate no legal authority or reason for attacking the substitution of counsel and the Master in Equity appropriately denied her motion.

e) Appellant's SCRPC Rule 59 Motion regarding the May 10, 2022, Order to Substitute Plaintiff.

As outlined above, this action was initiated by BB&T as Plaintiff and holder of the Note and Mortgage. The Note and Mortgage were subsequently transferred to respondent. Based upon this transfer, counsel for the Respondent filed a Motion to Substitute the Plaintiff on May 6, 2022. [Motion to Substitute Plaintiff]. In support of the substitution of Plaintiff, the following exhibits were presented:

Exhibit "1" – A true and accurate copy of the subject Note dated Mary 18, 2007 payable to Costal Federal Bank and endorsed in blank by Costal Federal Bank.

Exhibit "2" – A true and accurate copy of the Articles of Merger between Costal Federal Bank and Branch Banking and Trust Company.

Exhibit "3" – True and accurate copies of documentation of the merger of SunTrust Bank and Branch Banking and Trust Company and resulting name change to Truist Bank.

Exhibit “4” – A true and accurate copy of the Assignment of Mortgage into Specialized Loan Servicing LLC recorded in the Horry County Registry on November 18, 2021, in Book 6480 at Page 2673.

An order substituting Respondent as Plaintiff was entered on May 10, 2022. [Order to Substitute Plaintiff]. Hunt’s motion is essentially a challenge to Respondent’s standing to pursue this action in place of BB&T. Respondent’s position is clear: BB&T had standing to bring the foreclosure when the case was initiated in 2013. BB&T had the ability to transfer the Note and Mortgage to Respondent and substitution of Respondent as Plaintiff was proper.

“Standing refers to a party’s right to make a legal claim or seek judicial enforcement of a duty or right.” *Michael P. v. Greenville Cty. Dep’t of Soc. Servs.*, 385, S.C. 407, 415, 684 S.E.2d 211, 215 (Ct. App. 2009) (citing *Powell ex re. Kelley v. Bank of Am.*, 379 S.C. 437, 444, 665 S.E.2d 237, 241 (Ct. App. 2008)). SCRPC Rule 17(a) provides that, “[e]very action shall be prosecuted in the name of the real party in interest” and further sets forth that, “[n]o actions shall be dismissed on the ground that it is not prosecuted in the name of the real party in interest until such time has been allowed, after objection, for ratification of commencement of the action by, or joinder or substitution of, the real party in interest”. In *Bank of America, N.A. v. Draper*, 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013), this Court took up the issue of standing in the context of a mortgage foreclosure and noted, “[t]he requirement of Standing is not an inflexible one.” *Id* at 220. (quoting *Sloan v. Sch. Dist. Of Greenville Cnty.*, 342 S.C. 515, 524, 537 S.E.2d 299, 304 (Ct. App. 2000)).

This Court further noted the following regarding transfers of Notes and Mortgages:

An assignee stands in the shoes of its assignor. *Twelfth RMA Partners, L.P. v. Nat’l Safe Corp.*, 335 S.C. 635, 639, 518 S.E.2d 44, 46 (Ct. App. 1999); see also S.C. Code Ann. §36-3-203(b) (Supp. 2012) (Providing a transfer of an instrument vests in the transferee any rights the transferor had). “[T]he assignment of a note secured by a mortgage carries with it an assignment of the mortgage, but...the assignment of the mortgage alone does not carry with it an assignment of the note.” *Hahn v.*

Smith, 157 S.C. 157, 167, 154 S.E. 112, 115 (1930); *see also Ballou v. Young*, 42 S.C. 1710, 176, 20 S.E. 84, 85 (1984) (“The Transfer of a note carries with it a mortgage given to secure payment of such note.”).

Id. at 220. Thus, a holder of a note has standing as the real party in interest to bring a foreclosure action. In *Draper*, this Court also acknowledged that a mortgage servicer has standing to initiate a foreclosure action. “Several bankruptcy courts and federal district courts, including those in South Carolina, have recognized the servicer of a loan to be a real party in interest and able to initiate a foreclosure. We agree with this view.” *Id.* at 223.

On its face, the Note is a negotiable instrument as defined in S.C. Code Ann. §36-3-104. Respondent is the holder of the Note as defined in S.C. Code Ann. § 36-1-201 (b)(21), formerly S.C. Code Ann. §36-1-201(20) as they are in possession of the negotiable instrument and it is properly indorsed in blank, making the instrument payable to the bearer pursuant to S.C. Code Ann. §§ 36-1-201 (b)(5) and 36-3-205(b). As the holder of the properly indorsed Note, Respondent is a “person entitled to enforce” the Note pursuant to S.C. Code Ann. § 36-3-301 as a matter of law.

Further, Hunt lacks standing to challenge the transfer of the subject Note and Mortgage because she was not a party to said transfer. *In Re McFadden*, 471 BR 136 (2012); *see also Reese v. United States Bank Nat’l Ass’n*, No. 3:11-2990-CMC-SVH, 2012 U.S. Dist. LEXIS 75652, at *8-9 (D.S.C. Apr. 30, 2012)(“Plaintiff is only a party to the Mortgage and, because the Assignment is a separate contract to which Plaintiff is not a party, she cannot question its validity”); *see also Windsor Green Owners Ass’n, Inc. v. Allied Signal, Inc.*, 362 S.C. 12, 605 S.E.2d 750 (Ct. App. 2004). (“Generally, one not in privity of contract with another cannot maintain an action against him for breach of contract.”).

Based upon the foregoing, the substitution of Respondent as Plaintiff was proper and the Master committed no error in denying Hunt's motion.

f) Appellant's Motion/Petition for a Writ of Mandamus filed June 3, 2022.

A writ of mandamus seeks to have a public officer perform a duty/act and is appropriate where there is (1) a duty to perform the act; (2) the act is ministerial in nature; (3) the petitioner's specific legal right for which the discharge of the duty is necessary; and (4) a lack of any other legal remedy. *Sanford v. S. Carolina State Ethics Comm'n*, 385 S.C. 483, 494, 685 S.E.2d 600, 606, opinion clarified, 386 S.C. 274, 688 S.E.2d 120 (2009).

It is unclear from Hunt's motion as to the public officer she wishes to act and what act/duty she seeks to have the Court order the public officer to carry out. This motion, much like Hunt's other filings in this case, is largely comprised of incoherent legal jargon and stream of consciousness statements to which a response is largely impossible. Mr. Foerster cogently noted the following regarding the Hunt's filings in his May 5, 2022, letter:

Ms. Hunt's "Amended Objections to Plaintiff's Motion – To Substitute Counsel / Response" and other filings throughout this case remind me of the conduct of Dr. Cynthia Homes, M.D., as reported in *Holmes v. E. Cooper Cmty. Hosp., Inc.*, 408 S.C. 138, 758 S.E.2d 483 (2014), where Dr. Holmes, who was also a licensed attorney, was sanctioned for filing successive frivolous lawsuits, continually asserting meritless positions, and needlessly prolonging litigation.

[May 5, 2022, letter filing]. Because Hunt could not articulate any relief sought by this motion nor any grounds upon which the Court could grant such relief, the Master committed no error in denying this motion.

g) Defendant's Amended Motion for a Writ of Mandamus filed June 14, 2023.

Following her initial motion/petition for a writ of mandamus on June 2, 2023, Hunt filed an amended motion for a writ of mandamus on June 14, 2023. As with the first motion related to a writ of mandamus, it is unclear from Hunt's amended motion as to the public officer she wishes to act and what act/duty she seeks to have the Court order the public officer to carry out. The amended motion appears to request the Court void previous orders entered by Judge Howe in her capacity as the Master in Equity at the time her orders were entered. As discussed earlier, Judge Howe's dismissal of Hunt's amended counterclaims and denial of Hunt's previous motions were all upheld with finality in the 2016 appeal.

Hunt's amended motion also appears to attack the order substituting counsel entered by Judge Culbertson on November 5, 2020 based upon lack of subject matter jurisdiction. It is unclear from the amended motion as to why Hunt asserts Judge Culbertson lacked jurisdiction to enter the order to substitute counsel for the Plaintiff because the case had been referred to the Master in Equity. Subject matter jurisdiction is "the court's power to hear and determine cases of the general class to which the proceedings belong". *Dove v. Gold Kist, Inc.*, 314 S.C. 235, 237, 442 S.E.2d 598, 600 (1994). "The master-in-equity is considered a division of the circuit court and obtains jurisdiction through an order of reference from the circuit court. See S.C. Code Ann. §14-11-15 (Supp. 2013); Rule 53(b), SCRCF". *Katzburg v. Katzburg*, 410 S.C. 184, 189, 764 S.E.2d 3, 5-6 (Ct. App. 2014). The circuit court retained subject matter jurisdiction to act in this matter from its inception. The November 4, 2013 order of reference did not prohibit the circuit court from entering routine administrative orders such as an order to substitute counsel. The gravamen of the order of reference was to grant the Master in Equity authority to hear the substantive issues in the action, which he ultimately did. Therefore, subject matter jurisdiction is

not implicated in the entry of the order to substitute counsel, regardless of whether the order was entered by Judge Howe, as Master in Equity for Horry County, or by a sitting circuit court judge. Again, Hunt has not articulated any cognizable grounds for attacking the substitution of counsel or how a writ of mandamus would be an appropriate vehicle for such an attack. Hunt was simply not prejudiced in any way by the substitution of counsel. If the Master had determined that a co-equal circuit court judge lacked authority to enter an order substituting counsel, the Master could have entered an order to substitute counsel nunc pro tunc to the date the Plaintiff made a request to substitute its counsel. Because the Court had subject matter jurisdiction to enter the order to substitute counsel and because Hunt failed to articulate any grounds for a request for a writ of mandamus, the Master committed no error in denying her motion.

h) Appellant's June 14, 2023 Motion related to subject matter jurisdiction.

Hunt's January 16, 2024 motion repeats the arguments made in her previously denied motions and is similarly devoid of any clarity as to what relief she is seeking or the grounds for such relief. Therefore, the Master committed no error in denying this motion.

2. THE MASTER IN EQUITY COMMITTED NO ERROR IN CONDUCTING THE BENCH TRIAL AND GRANTING JUDGMENT IN FAVOR OF THE RESPONDENT.

Following the denial of each of Hunt's motions, the trial on the merits proceeded. Transcript, pp. 34-79. Giovanni Amaya, an employee of Respondent testified in Respondent's case in chief. The Respondent submitted ten exhibits which were each accepted into evidence largely without objection from Hunt. The original Note was presented for the Court's inspection, and a copy was accepted into evidence.

The testimony of Mr. Amaya and exhibits entered into evidence established each element of foreclosure. Those elements include that Hunt entered into the subject Note and Mortgage; that she owned the subject property at the time she signed the Mortgage, that she subsequently defaulted in making the monthly payments due and owing on the loan; that the Note and Mortgage were transferred to Respondent; that all conditions precedent were established prior to commencing the foreclosure action; and the amount and measure of the Plaintiff's damages resulting from Hunt's default. To buttress the amount of damages, the undersigned testified as to the attorney's fees and court costs incurred by the Plaintiff through his firm. To fully evaluate the amount and reasonableness of attorney's fees to be awarded, the Master reconvened the trial on May 8, 2024 to take testimony from Sean Foerster, former counsel for the Plaintiff. [Transcript of May 8, 2024 hearing]. In totality, the evidence in support of the Plaintiff's cause of action is overwhelming.

“Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt. Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction. *See Bandy v. Bandy*, 187 S.C. 410, 413, 197 S.E. 396, 397 (1938) (holding the burden was on defendant in mortgage foreclosure suit to establish her defense that mortgage and note secured thereby were without valuable consideration by preponderance of evidence).” *U.S. Bank Trust Nat'l Ass'n v. Bell*, 385 S.C. 364, 373, 374-375, 684 S.E.2d 199, 204, 205 (Ct. App. 2009). The Master, in ruling in favor of Respondent, found that Respondent established each of the elements necessary to recover on its foreclosure cause of action. Hunt did not establish any defense to the action. Indeed, nothing in Hunt's appellate brief asserts any error by the Master in his conduct of the trial.

CONCLUSION

For the reasons stated above, this Court should affirm the judgment of the Master in Equity.

Respectfully submitted,

s/Chad W. Burgess

Chad W. Burgess, Esq. (SC Bar No.: 72520)

Brock and Scott, PLLC

3800 Fernandina Road, Suite 110

Columbia, SC 29210

(803) 454 3540

Chad.Burgess@BrockandScott.com

Attorney for Respondent

Date: August 4, 2025

CERTIFICATE OF SERVICE

The undersigned certifies that, on August 4, 2025, Respondent's Initial Brief and Designation of Matter to be included in the Record on Appeal were served on Appellant by depositing a copy thereof in the United States Mail, first Class, postage prepaid, addressed to:

Cindy B. Hunt
195 Willow Green Dr, Unit D
Conway, SC 29526

Date: August 4, 2025

Served By:

s/Chad W. Burgess
Chad W. Burgess, Esq. (SC Bar No.: 72520)
Brock and Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
(803) 454 3540
Chad.Burgess@BrockandScott.com
Attorney for Respondent