

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

James B. Jackson, Jr. Master-

In-Equity

Case No. 2025-001201

Landvest Holdings I, LLC

Respondent,

v.

Fernelephe Ancrum,
Pro-Se

Appellant.

INITIAL BRIEF OF APPELLANT

Fernelephe Ancrum
10 Hewitt Lane
St. Matthews, South Carolina 29135
(803) 456-1330
Appellate pro-se

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Counter Claim with Self-Executing Contract.....Exhibit A pg.2 ¶3

**All the above laws have been codified
into the South Carolina Law
Respectively***

STATEMENT OF ISSUE ON APPEAL

1. DID THE COURT ERR IN ENFORCING AN INVALIDATED DEBT PURSUANT TO ESTOPPEL IN PAIS?
2. DID THE COURT FAIL TO ISSUE A SUMMARY JUDGEMENT WHERE IT SHOULD HAVE BEEN GRANTED?
3. DID THE LOWER COURT CONDUCT A FAIR AND UNBIASED HEARING?
4. DID THE LOWER COURT ADJUDICATE PROPERLY BY THOROUGHLY AND COMPETENTLY REVIEWING THE CASE CONTENT?
5. WAS THE DEFENDANTS COUNTER CLAIM FAIRLY ASSESSED?
6. DID THE PLAINTIFF MEET THE BURDEN OF PROOF TO ESTABLISH PROOF OF CLAIM?
7. WAS THE PLAINTIFF CLEARLY AND TIMELY NOTIFIED OF THE DISPUTE AT HAND AND WHAT WOULD BE NEEDED TO RESOLVE THAT DISPUTE WITH THE DEFENDANT VIA A "NOTICE OF DISPUTE: VALIDATION AND PROOF OF CLAIM"?
8. DOES THE PLAINTIFF (RESPONDENT) STAND PRESENT DAY SHOWING A LOSS IN FINANCIALS OR HAVING SUFFERED ANY FINANCIAL HARM OR DEFICITS DUE TO THE ALLEGE DEFAULTED FORECLOSED PROPERTY IN QUESTION?
9. CAN THE RESPONDENT SHOW TO THE COURT HOW MUCH MONEY HAS BEEN INVESTED INTO THE PROPERTY VS. HOW MUCH MONEY THE APPELLANT HAS INVESTED INTO THE PROPERTY IN AN EFFORT TO DISPLAY WHO HAS THE TRUE EQUITY AT STAKE AND TO PROVE ANY REAL DAMAGES/FINANCIAL HARM?
10. HAS THE RESPONDENT BEEN OPEN WITH THE COURT AND THE DEFENDANT PURSUANT TO THE CONSUMER LAWS NOTED IN THE NOTICE OF DISPUTE: VALIDATION AND PROOF OF CLAIM TO SUFFICIENTLY SUBSTANTIATE THEIR CLAIM?

STATEMENT OF THE CASE

On August 30, 2024, a Debt Collection company by the name of Haynsworth Sinkler Boyd contacted the Defendant, Fernelephe Ancrum regarding an alleged debt owed in the amount of \$40,620.69. The time frame to dispute this alleged debt was to be made by October 7, 2024. The defendant wrote the Plaintiff on September 11, 2024 with a Debt Validation and Proof of claim Notice embodying a Self Executing Contract that remains presently improperly satisfied. Despite this lack of disclosure and compliance the Plaintiff, Landvest Holdings, LLC, through its attorney Mary M. Caskey proceeded with a Summoning on October 28, 2025 against the Defendant. Per the Debt Validation and Proof of Claim Notice the alleged balance was to be deemed null and void if the terms of disclosure was not satisfied within 30 days. Therefore, this case was brought forth frivolously and without merit on May 7th, 2025. A proposed order was prepared by the Plaintiff's Attorney and was accepted by the Judge on June 10, 2025. This Judgement was in favor of the Plaintiff for Foreclosure, based solely upon a Promissory Note and Payment Ledger. The Defendant's arguments went unheard and unaccounted for during the hearing despite several objections and constant requests for validation and proof of claim. Due to the Defendants apparent disagreement with the judgment, an appeal was filed on June 10, 2025. This appeal filing was done prematurely as it was filed against the proposed judgement and not the final judgement. The Defendant filed a motion to amend the appeal on June 16, 2025 in an effort to appeal the Final Judgement. This Motion to Amend the appeal was approved on July 22, 2025.

ARGUMENTS

- I. The Plaintiff's attorney presented themselves to the Defendant as a Debt Collector on August 30, 2024 in a written notice. Contained in this notice was an opportunity to dispute this debt by October 7th, 2025. (See Exhibit A). To which the Defendant disputed the Debt on September 11, 2024 by certified mail return receipt number 70210950000125178200. The Plaintiff pursued the lawsuit despite not providing the Plaintiff with the information. Further, the Plaintiff stated openly in court "that they did not provide the Defendant with anything that was requested"(see Transcript page 22 beginning at line 13-Page 23 lines 1-12) marked in this brief as Exhibit A. Due this Non-Compliance the Defendant asked the Court on 11-25-2024 in a Notice of Dispute and Collection for a Default/Summary Judgement in the Defendant favor with all damages and fees awarded back to the Defendant. This request was denied. Therefore, I am appealing for an overturn of the judgement rendered against the Defendant.
- II. Contained within the same November 25, 2024 Court Filing by the Defendant- In the Notice of Dispute and Collection (Exhibit C) the Defendant highlighted that the Plaintiffs claim was precluded by Estoppel in Pais on Page 2 of the notice, 3rd bullet point for your reference. Therefore, the debt was invalid and the Plaintiff was trying to enforce an invalidated debt. For this reason, I am asking for Judges judgment to be overturned.
- III. Contained within the Notice of Dispute: Demand For Validation and Proof of Claim (Exhibit B) was a Self-Executing Contract for failure to comply. The contract stated that the Plaintiff would have acquiesced to the terms and conditions of the counterclaim and Self Executing Contract should they not respond adequately and in a timely manner. The Judge said he was ruling against the Defendants Self Executing Contract because the response was out of the window of time to respond and that was inaccurate. Again the Plaintiff wrote to the Defendant on August 30, 2024 the Defendant responded on September 11, 2024 and even still giving the Plaintiff 30 days to respond/comply before the Self Executing Contract would go into effect. The Judge was in error here (reference Page 33 line 20-Page 33 line 1-19 of the Transcript). Therefore, I am appealing for a favorable judgement on the Counter Claim and Self Executing Contract in the amount of \$269,961.01 (see Invoice).
- IV. I am appealing because in the May 7, 2025 hearing the Judge was the one who cross examined the Defendant and not the Plaintiff. The Judge even answered on behalf of the Plaintiff several times. From the time the Defendant took the stand you will notice only the court and the Defendant in dialogue the entire time and nothing from the Plaintiff throughout the remaining duration of the hearing. The Judge basically litigated for the Plaintiff. I was denied a fair and unbiased hearing and for this reason the Judge's Judgment should be overturned. See Transcript Page 25 Line 17- Page 38 as Exhibit F.

This concern was brought up during the hearing (See Exhibit H). In my opinion this proves biases and I am appealing because the judge was there to rule on the facts not litigate and the case and answer questions on behalf of the Plaintiff.

- V. Lastly, this appeal is being filed because a lack of seriousness has been taken regarding the property that contains a business that enriches and gives back to its local community and helps to sustain my livelihood. This property contains a business that I have worked very hard to create and sustain. Yet, the Plaintiff's attorney and the Lower Court's Judge has utilized its' legal jargon and skillful court procedure "know how's" to simply cut, copy and paste from one case to another without at least proof reading their work. This is evidenced by the Proposed Judgement and the Final Judgement (Exhibit G) where the Plaintiff's Attorney writes "Simpson, mortgaged to Plaintiff the real property described in the Mortgage ("Mortgaged Property"). The Defendants name is not Simpson and the Defendant does not know who "Simpson" is. Errors can happen, however, it is my opinion that if the Proposed Judgment was properly reviewed and careful consideration of the FACTS were given, this error should have been caught by the person placed in the position to adjudicate the matter competently and thoroughly, that being the Lower Court Judge assigned to the case. It is for this reason that I am asking for the ruling of the Honorable James B. Jackson, Jr. to be overturned.

CONCLUSION

For the reasons stated above, the Defendant is requesting the Court of Appeals to reverse the judgment of the Court of Common Plea; Court of Equity's judgement of Foreclosure and award the Appellant her counter-claim based on the Self-Executing Contract submitted previously into the court record found in Exhibit B. The Plaintiff pursued enforcement against an invalid debt having been in non compliance of Consumer Laws, the Fair Debt Collection Practices Act, Validation of Debts, etc. in which the Defendants Notice of Dispute: Demand For Validation and Proof of Claim was made pursuant to. Although, the Federal Laws were utilized in this notice of Dispute to the Plaintiff all laws utilized have be codified into the UCC for the State of South Carolina Law. Just as the Plaintiff (Respondent) in this case submitted time sensitive legal documentation for myself, the Defendant (Appellate) to respond to adequately, timely, and sufficiently within the allotted time frame, I am merely asking for that same right and respect. Upon which the Plaintiff (Respondent) failed to do. The Plaintiff (Respondent) stated on page 22 of the transcript that they did not provide anything that was requested. Therefore, based off of a lack of adequate claim validity the Defendant is asking for a Judgement of \$269,961.01 as seen Exhibit D.

August 5, 2025

Respectfully submitted,

/s/

Fernelephe Ancrum

10 Hewitt Lane

St. Matthews, South Carolina 29135

(803) 456-1330

Appellant Pro-Se

EXHIBIT A

August 30, 2024

Fernelephe Ancrum
135 Ryan Road
Orangeburg, SC 29118

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**

RE: Final Payment Demand for the Promissory Note from Fernelephe Ancrum to Landvest Holdings I, LLC dated October 24, 2014, in the original principal amount of \$701,764.45 (the "Note")
HSB File No. 40851.0003

Dear Ms. Ancrum:


This firm represents Landvest Holdings I, LLC ("Landvest"). The referenced loan is in default as a result of your failure to make payments when due under the Promissory Note dated October 24, 2014 (the "Note"). The Note is secured by a Mortgage for property located at 1168 John C. Calhoun, Orangeburg, SC 29115 (the "Mortgage").

Please accept this letter as notice that the Note is in default and Landvest demands the entire balance due under the Note. As of August 24, 2024, the amount owed on the Note is \$40,620.69. Interest continues to accrue on the note. The above reflects interest through August 24, 2024, and thereafter at an interest rate of \$11.07\$ per annum.

Landvest demands payment of the total amount due on the Note within fifteen (15) days of the date of this letter. If the Note is not paid in full in fifteen (15) days, Landvest will exercise all rights available to it under the Note, Mortgage, and South Carolina law.

Please see the important notice on the following page. All further communications regarding this matter should be directed to my attention.

Sincerely,



Mary M. Caskey
MMC/caw
Enclosure

Haynsworth Sinkler Boyd, PA
Attn: Mary M. Caskey
P.O. Box 11889
Columbia, SC 29211
(803) 540-7777

To: Fernelephe Ancrum
135 Ryan Road
Orangeburg, SC 29118
File Number 40851.0003

Haynsworth Sinkler Boyd, P.A. is a debt collector. We are trying to collect a debt that you owe to Landvest Holdings I, LLC. We will use any information you give us to help collect the debt.

Our information shows:

You have a mortgage loan to Landvest Holdings I, LLC, secured by a mortgage on 1168 John C. Calhoun, Orangeburg, SC 29115.

As of July 15, 2024, you owed:	\$	39,996.52
Between July 15, 2024 and August 24, 2024 :		
You were charged this amount in interest and fees:	+ \$	624.17
Total amount of the debt as of August 24, 2024:	\$	40,620.69

If you are currently in bankruptcy, this notice is for informational purposes only, as required by 12 CFR § 1006.34(c).

How can you dispute the debt?

- **Call or write to us by October 7, 2024, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by October 7, 2024,** we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents. We accept disputes electronically via email to DebtDispute@hsblawfirm.com.

What else can you do?

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by October 7, 2024, we must stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at DebtDispute@hsblawfirm.com.
- **Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.

How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:**
 - This is not my debt.
 - The amount is wrong.
 - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.**
- I enclosed this amount:** \$

Make your check payable to *Landvest Holdings I, LLC*. Include the file number 40851.0003.

Mail this form to:

Haynsworth Sinkler Boyd, PA
Attn: Mary M. Caskey
P.O. Box 11889
Columbia, SC 29211

Fernelephe Ancrum
135 Ryan Road
Orangeburg, SC 29118

EXHIBIT B

NOTICE

From:
Femelephe Ancrum
1168 John C. Calhoun Drive
Orangeburg, South Carolina 29115
Hereinafter collectively referred to as "Claimant"

To:
HAYNSWORTH SINKLER BOYD, P.A.
ATTN: Mary M. Casey
1201 Maine Street, 22nd Floor
P.O. Box 11889 (29211)
Columbia, SC. 29201
Hereinafter collectively referred to as RESPONDENT, you, your company

RE: Alleged file # 40851.0003 Certified Mail # 70210950000125178200

09/09/24

NOTICE OF DISPUTE; DEMAND FOR VALIDATION AND PROOF OF CLAIM

To Whom it May Concern,

This notice is being sent to you in response to a letter dated August 30, 2024 received by Claimant from your offices. Be advised that your claim is disputed and validation and proof of claim of the disputed debt is requested in accordance with the **Fair Debt Collection Practices Act, 15 USC § 1692**, and the **Fair Credit Billing Act, 15 USC. § 1666 et seq.** All of which work in conjunction with each other, including the **Truth In Lending Act (TILA) 15 USC 1601 et seq.** It is not now, nor has it ever been, my intention to avoid paying any obligation that is lawfully owed by the Claimant. In order to make arrangements to pay an obligation which may be lawfully owed, please document and verify the "debt" by complying, in good faith, with this request for validation and return it to me, within thirty (30) days of receipt of this letter.

This is NOT a request for "verification" or proof of Claimant mailing address, but a request for **VALIDATION and PROOF OF CLAIM** made pursuant to the above named Titles and Sections. I respectfully request that your offices provide Claimant with competent evidence as per the attached "Declaration and Proof of Claim" that I have any legal obligation to pay you the unsubstantiated alleged debt. Furthermore you shall cease all verbal communication. No phone calls to the Claimant.

At this time I will also inform you that if your offices have reported invalidated information to any of the 3 major Credit Bureaus, such as, **Equifax, Experian and TransUnion** prior to validation and proof of claim of the disputed debt, this action might constitute fraud under both Federal and State Laws. Due to this fact; if any negative mark is found on any of Claimant credit reports by your company or the company that you represent I will not hesitate in bringing legal action against you and your client for the following:

- Violation of the Fair Credit Reporting Act
- Violation of the Fair Debt Collection Practices Act
- Defamation of Character
- Violation of United States Code TITLE 18 PART 1 CHAPTER 63 § 1341 (Mail Fraud)

This debt is considered to be invalid until I receive proper validation and your offices provide Claimant with proof of claim of the disputed debt. Your offices have 30 days to produce the required documentation in accordance with FTC guidelines. During this validation period and proof of claim, if any action is taken which could be considered detrimental to any of Claimant credit reports, said action will be considered a "dishonor" and cause the self-executing contract portion of this notice to be implemented. This includes listing any information to a credit reporting repository that could be inaccurate or invalidated.

If your offices fail to respond to this validation and proof of claim request within 30 days from the date of your receipt, all references to this account must be deleted and completely removed from Claimant credit file and a copy of such deletion request shall be sent to Claimant immediately.

Validation of debts [15 USC 1692g]

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the **debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of**

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MIRNIFA B. CLARIK
2024 NOV 26 P 4: 54
CLERK OF COURT
ORANGEBURG, SC

the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

BLACK'S LAW DICTIONARY:

VERIFICATION. Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition.

Counter Claim with Self-executing Contract

If Respondent, such as by commission, omission, and otherwise:

- (a) Fails to provide VALIDATION and PROOF OF CLAIM within thirty (30) days;
- (b) Makes a false representation of the character of the herein above-referenced alleged debt;
- (c) Makes a false representation of the legal status of the herein above-referenced alleged debt;
- (d) Makes any threat of action that cannot legally be taken, in violation of any applicable law, such as, the law codified at the *Fair Debt Collection Practices Act*,

will be construed to be Respondent's tacit acceptance of the terms and condition stated herein. In which case RESPONDENT agrees to:

- (e) Voluntarily report this account to all credit bureaus as "paid as agreed;" and,
- (f) Voluntarily waive all claims against Claimant, their Agent or Heirs with prejudice; and,
- (g) The matter regarding the alleged debt is finally and totally settled; and,
- (h) Voluntarily admits the Claimant is the depositor for this account, that Respondent risked none of their assets at any time regarding this account and that they failed to disclose these material facts to Claimant; and,
- (i) Voluntarily report the date of last activity on this account is the date of this notice.

Furthermore, RESPONDENT'S failure to "Cease and Desist" in accordance with the requirements of the FDCPA and other related law, and/or satisfy the above "terms and conditions," constitutes RESPONDENT'S "Breach of Duty" and voluntary agreement to compensate Claimant, by certified mail, with a cashier's check within thirty (30) days of the date of billing by Claimant, their Agent or Heirs, in the following amounts:

- I) One Thousand Dollars (\$1,000.00) for each communication made to Claimant or their Agent or Heirs, whether telephonically or in writing, which is not in affidavit form, by a person who has first hand knowledge, regarding Respondent's unsubstantiated claim; and,
- II) Fifty Thousand Dollars (\$50,000.00) for each transaction initiated by Claimant where Claimant's commercial ability is impeded due to you, your agents' or assigns adverse credit reporting; and,
- III) Five Thousand Dollars (\$5,000.00) for each court appearance Claimant, their Agent or Heirs makes in response to Respondent's unsubstantiated claims; and,
- IV) RESPONDENT owes Claimant the balance equal to the purported credit limit on this account, plus interest and fees, for money lent; and,
- V) Three times the alleged claim amount of Forty Thousand Six Hundred Twenty dollars and Sixty Nine Cents (\$40,620.69) which equals (\$121,862.07); and,
- VI) Five Thousand Dollars (\$5,000.00) per occurrence, for listing or reporting any information to a credit reporting repository which could be considered detrimental to Claimant's credit history; and,
- VII) Punitive damages in the amount of (\$315,000.00); and
- VIII) Debt Collector tacitly agrees that Debt Collector will compensate Claimant for all costs; fees and expenses incurred in defending against this and any and all continued collection attempts (by anyone) in the above-referenced alleged account

RESPONDENT also agrees to:

- 1. Voluntarily authorize Claimant to record a UCC-1 on RESPONDENT as debtor to secure the debt owed Claimant; and,
- 2. Voluntarily prove their claim as a RESPONDENT in possession of Claimant property in a involuntary bankruptcy proceeding process; and,
- 3. Voluntarily compensate Claimant for ALL costs and attorneys/consultant fees; and,
- 4. Resolve ALL claims by Claimant, against Respondent, et al, exclusively and finally through binding arbitration, if necessary, to enforce the above terms, conditions, fees, penalties and damages. Arbitration replaces the right to go to court except to confirm an arbitration award. The arbitration organization that is selected will apply its code or

procedure in effect at the time the arbitration is filed, subject to this agreement. The arbitration will be conducted before a single arbitrator. The arbitrator's authority is limited solely to the Claims between Claimant and Respondent alone. The arbitration will not be consolidated with any other arbitration proceeding. If Claimant prevails in the arbitration of any Claim against Respondent, Respondent will reimburse Claimant for any fees Claimant paid to the arbitration organization in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. This arbitration provision applies to all Claims now in existence or that may arise in the future. The arbitration provision shall survive any voluntary payment of Claimant's claim against Respondent, in full, or any bankruptcy by Respondent.

This is a private communication and is intended to affect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision on this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.

"Equality under the Law is PARAMOUNT and MANDATORY by Law"

**NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL**

*Applicable to all successors and assigns
Silence is Acquiescence/Agreement/Dishonor*

Executed on this 9th day of September 2024 by. Femelephe Ancrum
Femelephe Ancrum, Agent for
FENELEPHE ANCRUM.

This is Notice, that I do not recognize the Respondent from which the Claimant has received a debt collection attempt, and I must necessarily dispute part, or all, of the alleged debt until the following is received...

CREDITOR/DEBT COLLECTOR DECLARATION and PROOF OF CLAIM

Please provide all of the following information and submit the appropriate forms and paperwork back to me along with an Affidavit signed in accordance with 28 U.S.C. § 1746 within 30 days from the date of your receipt of this request for validation and proof of claim.

1. Alleged Name and Address of Creditor
2. Name on File of Alleged Debtor:
3. Alleged Account #:
4. Amount of alleged debt:
5. Date that this alleged debt became/becomes payable:
6. Date of original charge off or delinquency:
7. Amount paid if debt was purchased:
8. Please attach a copy of any signed agreement alleged debtor/claimant has made with debt collector, or other verifiable proof that debtor/claimant has a contractual obligation to pay debt collector.
9. Furnish a copy of the original promissory note/agreement redacting my social security number to prevent identity theft and state that your client named above is the holder in due course of the note agreement and will produce the original for my own and a judge's inspection should there be a trial to contest these matters.
10. Produce the account and general ledger statement showing the full accounting of the alleged obligation that you are now attempting to collect. Such as; FR 2046 balance sheet (OMB #'s 2046, 2049, 2099), 1099 OID report, S-3/A registration statement, 424-B5 prospectus, RC-S & RC-B call schedules
11. Identify by name and address all persons, corporations, associations, or any other parties having an interest in legal proceedings regarding the alleged debt.
12. Verified specifically, name(s) of person(s) assigned as Trustee to handle Corporations affairs and to be held accountable for the actions of the Corporation. Such as CFO and subordinates responsible for debt collections.
13. Verify as a third party debt collector, you have not purchased evidence of the alleged debt and are proceeding with collection activity in the name of the original maker of the note.
14. Verify you know and understand that certain clauses in a contract of adhesion, such as a so-called forum selection clause, are unenforceable unless the party to whom the contract is extended could have rejected the clause without impunity.
15. Provide verification from the stated creditor that you are authorized to act for them.
16. Verify that you know and understand that contacting me again after receipt of this notice without providing procedurally proper validation of the debt constitutes the use of interstate communications in a scheme of fraud by advancing a writing, which you know is false with the intention that others rely on the written communication to their detriment a violation of United States Code TITLE 18 PART 1 CHAPTER 63 § 1341.

Disputing the Debt,

Dated this 10 day of September, 2024

By: Fernelephe Ancrum
Fernelephe Ancrum (expressly all rights reserved),
Real Party in Interest, Living and breathing woman.

State of South Carolina)
) ss.:
County of Orangeburg)

Subscribed and Affirmed and having been duly sworn to at _____ (town/city)

before me Angie G. Whitmore, a Notary Public for the said county and state as above noted, do hereby state that the living woman, Fernelephe Ancrum, personally appeared before me and signed the foregoing instrument. Witness my hand and official seal this 10th day of September, 2024

Angie G. Whitmore
Notary Public Signature

January 13, 2027
My Commission Expires

[SEAL]

cc:

1. South Carolina Department of Commerce
2. Experian
3. Equifax
4. Transunion
5. LexisNexis

EXHIBIT C

NOTICE OF DISPUTE AND COLLECTION

11-25-2024

Fernelephe Ancrum (hereinafter referred to as Defendant, I, me)

10 Hewitt Lane
St. Matthews, South Carolina 29135

vs.

Landvest Holdings I, LLC (hereinafter referred to as Plaintiff, Haynsworth Sinkler Boyd)

802 Duke Avenue, Columbia, 29203

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W. FA. B. CLARK
2024 NOV 26 P 4: 53
CLERK OF COURT
ORANGEBURG, SC

(Handwritten initials)

CASE NUMBER: 2024CP3801428

This letter is to serve as written notification to inform the Orangeburg Common Pleas of my, Fernelephe Ancrum's position regarding **CASE #2024CP3801428 to dispute**. Please be advised that I have sent the Plaintiff a **NOTICE OF DISPUTE: DEMAND FOR VALIDATION AND PROOF OF CLAIM** on **9/11/2024** via certified mail return receipt # **70210950000125178200**. This correspondence was delivered, picked up, and received on **September, 16 2024** by the plaintiff's designated point of contact. This document was directed to the law offices of **HAYNSWORTH SINKLER BOYD**, attention to **Mary M. Caskey**, so determined as the plaintiff's preferred choice of contact for all sources of communications detailed in the plaintiff's correspondence to the defendant dated August 30, 2024. The Defendant's demand for validation and proof of claim was sent in good faith and for an earnest resolve, sent to clear any ambiguity in the terms of the alleged agreement between the plaintiff and the defendant. The notice of dispute and demand for validation and proof of claim was preceded by a threat from the Plaintiff to seize the Defendant's property located at 1168 John C. Calhoun Drive Orangeburg, SC 29115 for non payment of an alleged debt. Not only did the Plaintiff not respond in good faith and business practices the plaintiff then filed this frivolous case against the defendant on October 28, 2024, giving the defendant 30 days from the date of filing by which to respond. **However, I, the defendant would like the courts of Common Pleas to be made aware that I was just made aware of this complaint 36 hours ago!**

PLEASE BE ADVISED THAT TO DATE:

- The **NOTICE OF DISPUTE: DEMAND FOR VALIDATION AND PROOF OF CLAIM (Exhibit A)** pursuant to 15 USC § 1692, 15 USC § 1666 et seq, and 15 USC 1601 et seq. was delivered on **09-16-2024** via certified mail. Since that time through this present time the plaintiff has failed to substantiate their claim or to present any lawful standing to the amounts alleged.

NOTICE OF DISPUTE AND COLLECTION

- The Plaintiff was given 30 days to produce the required documentation in accordance with the FTC and the FDCPA guidelines. This alleged debt is now considered invalidated and all references to said account must be deleted.
- As a result, this dispute should have been **settled, resolved, finished, and closed** effective 10-16-2024.
- I, further highlight that the plaintiffs claim against the defendant is precluded by Estoppel in pais!
- A deadline to respond to my demand was 10-16-2024. Therefore, I request a **default and/or summary judgment** in my favor with all damages and fees awarded back to me.
- By the Plaintiff's failure to respond, the plaintiff has also acquiesced to the terms and conditions of the counter claim and self executing contract so ordered and outlined in the Defendant's NOTICE OF DISPUTE: DEMAND FOR VALIDATION AND PROOF OF CLAIM issued to the plaintiff in writing.
- Because the plaintiff has chosen willfully not to cease and desist in their fraudulent efforts to extort after being notified of such consequences, the self executing contract is **now in effect and remains in effect** from **10-16-2024 to present** and constitutes the Plaintiff's Breach of Duty.
- As a result, I, the defendant, am enforcing a payment due from the plaintiff for a total amount of **\$269,961.01** (See Exhibit B for invoice breakdown pursuant to Self-Executing Contract agreement received and signed for by the plaintiff on 09-16-2024).
- The defendant would also like for the record to reflect that a UCC-1 lien has also been voluntarily agreed to by the Plaintiff to be filed by the Defendant for the collection of fees should the Plaintiff not pay within a timely manner from the receipt of the date on the invoice.
- The Plaintiff also agrees to any court and attorney/consultations fees associated with the Defendants defense regarding this matter now or in the future.

Furthermore, by filing this case with a file date of October 28,2024 the Plaintiff has knowingly, wrongfully and unlawfully taken an adverse action against me, the Defendant, for exercising my consumer rights in good faith by they, the plaintiff, not substantiating such a claim with proper documentation as requested. If this had been done tastefully this would have yielded a remedying of the alleged debt outside of the courts in a private non judicial manner as previously so wished and expressed by the Defendant to the Plaintiff in writing. The plaintiff's deceptive practices and lack of full disclosure amounts to fraud, racketeering,

NOTICE OF DISPUTE AND COLLECTION

and extortion. Upon receipt of the defendants response I am requesting the following immediately:

I demand a remedy inclusive of:

- 1) Fees in the amount of \$269,961.01.
- 2) \$5000 restitution payment for extortion under South Carolina Law, SC Code § 16-17-640.
- 3) A property free and clear of any encumbrances.
- 4) The right to peacefully and freely engage in commercial intercourse at 1168 John C. Calhoun Drive Orangeburg, SC 29115 without harassment and fraudulent mail threats!

Fernelephe Ancrum
Authorized Representative

11-25-2024
Date

NOTARY ACKNOWLEDGMENT

State of South Carolina)

County of Oranageburg)

On November 25th, 2024 before me, [Signature] Janeshia A. Charles .

personally appeared Fernelephe Ancrum ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of South Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTICE OF DISPUTE AND COLLECTION

Signature Janeshia A. Charles

Printed Name Janeshia A. Charles

My Commission 10/22/2021 (Seal)



EXHIBIT D

FERNELEPHE ANCRUM'S FEE SCHEDULE

Attention: Landvest Holdings I, LLC, Haynsworth Sinkler Boyd

Landvest Holdings I, LLC
802 Duke Avenue,
Columbia, South Carolina 29203

Date: 11/25/24

Invoice Number: **2024CP3801428**

FILED FOR RECORD
 WINDHIA B. C.
 2024 NOV 26 F
 CLERK OF C
 ORANGEBUR

Description	Quantity	Unit Price	Cost
Written Correspondence w/o validation of debt.	1	\$1,000.00	\$1,000.00
Initiating the impedance of Defendant's commercial ability	1	\$50,000.00	\$50,000.00
Court Appearance	1	\$5,000.00	\$5,000.00
Balance equal to purported credit limit on account	1	\$70,764.45	\$70,764.45
Alleged Claim Amount	3	\$40,620.69	\$121,862.07
Consult/Advisory Fees	4	\$625.00	\$2,500.00
		Subtotal	\$251,126.52
		Tax 7.50%	\$18,834.49
		Total	\$269,961.01

Terms: 30 Days

If this matter is not settled within 30 days a UCC-1 will be filed against your assets to recover any and all funds due.

***Cashier Checks should be made payable to Fernelephe Ancrum.**

EXHIBIT E

1 THE COURT: Well, she asked him if he
2 produced it.

3 MS. CASKEY: Correct, Your Honor.

4 THE COURT: Did you produce anything like
5 that, Mr. Cognata?

6 THE WITNESS: I produced a mortgage and a
7 note whenever you purchased the property.

8 MS. ANCRUM: That's not what I requested in
9 my notice that I sent.

10 THE WITNESS: And absolutely at any point
11 in time you could have gotten the records of all
12 your payments if you didn't have them yourself.

13 MS. ANCRUM: I didn't requested my
14 payments. I'm requesting your record of
15 accounting showing that Landvest Holdings gave
16 consideration on my behalf to the alleged debt.

17 THE WITNESS: It wasn't paid.

18 THE COURT: Do you know what this is,
19 Mr. Cognata?

20 THE WITNESS: A ledger is what I believe
21 that would be, the amount you paid.

22 MS. ANCRUM: I sent a declaration page
23 stating what all I wanted.

24 And I gave him 30 days, Your Honor.

25 THE COURT: Did you send her any of that?

1 THE WITNESS: I didn't send her anything.
2 I'm not sure what --

3 THE COURT: You sent her the note and the
4 mortgage; is that right?

5 THE WITNESS: The note and mortgage, and I
6 had available to her at any time the ledger,
7 what she paid, what her balance was.

8 MS. ANCRUM: And I specifically asked
9 for --

10 THE COURT: He said he didn't send you any
11 of that. Okay?

12 MS. ANCRUM: Okay.

13 THE COURT: I'm sure he'll concede that
14 he'll send you whatever it is that you're
15 looking for, which I'm not sure what it is
16 either.

17 MS. ANCRUM: If he had, we could have
18 cleared the confusion of the alleged debt, Your
19 Honor.

20 THE COURT: All right. Well, all right.
21 Any other questions?

22 MS. ANCRUM: No, sir.

23 THE COURT: All right. Thank you. You can
24 step down, Mr. Cognata.

25 Anything further, Ms. Caskey?

EXHIBIT F

1 THE COURT: I'll let you testify in a
2 minute. I'm going to allow those to be offered
3 into evidence.

4 MS. CASKEY: Your Honor, I only have one
5 copy of these, so I'll just hand them to you so
6 you can review them.

7 We would seek to have this property sold at
8 the next available judicial sale with a
9 deficiency demanded, unless waived, prior to the
10 sale.

11 THE COURT: All right. Ms. Ancrum, I will
12 be glad to hear from you at this point.

13 MS. ANCRUM: Yes, sir. Do I need to --

14 THE COURT: Yeah, come on up and let me
15 swear you in.

16 - - -

17 FERNELEPHE ANCRUM, being first duly
18 affirmed, testified as follows:

19 - - -

20 THE COURT: Have a seat and give the court
21 reporter your full name, please, ma'am.

22 MS. ANCRUM: Yes, Fernelephe Ancrum.

23 THE COURT: Spell your first name because
24 it's a little different spelling.

25 THE WITNESS: Yes, sir.

1 F-E-R-N-E-L-E-P-H-E.

2 THE COURT: How do you pronounce it again?

3 THE WITNESS: Fernelephe.

4 THE COURT: Fernelephe.

5 All right. Ms. Ancrum, go ahead and tell
6 me what testimony you want to give at this
7 point.

8 MS. ANCRUM: Your Honor, I received -- I
9 have my notes, but I can go from --

10 THE COURT: You sent in this notice; is
11 that correct?

12 MS. ANCRUM: Yes. Yes, sir.

13 THE COURT: Is that what you want to talk
14 about, or you have something different?

15 MS. ANCRUM: Yes. I received a letter from
16 Haynsworth on -- can I get my paper to make sure
17 I have mine?

18 THE COURT: Yes, ma'am.

19 MS. ANCRUM: Thank you.

20 I received a notice from Haynsworth August
21 the 30th, 2024.

22 THE COURT: Okay.

23 MS. ANCRUM: And they were saying they was
24 a debt collector.

25 THE COURT: Right.

1 MS. ANCRUM: Okay. And if I had any
2 disputes, I should write in before --

3 THE COURT: And you did that?

4 MS. ANCRUM: Yes.

5 THE COURT: This is what you sent; is that
6 correct?

7 MS. ANCRUM: Yes, sir.

8 THE COURT: Okay. And they responded to
9 you; is that correct?

10 MS. ANCRUM: They responded, but they
11 didn't respond --

12 THE COURT: They didn't give you what you
13 wanted?

14 MS. ANCRUM: No, sir.

15 THE COURT: Okay. What did you want?

16 MS. ANCRUM: I wanted proof, Your Honor.
17 Let me -- give me some time, please.

18 The notice I sent, I wanted verification of
19 proof of claiming -- validation proof of claim,
20 Your Honor.

21 THE COURT: Where are you getting this
22 from?

23 MS. ANCRUM: Well, I have the right, Your
24 Honor, to have full --

25 THE COURT: Where are you getting this

1 from, though? Is this an internet thing you
2 researched?

3 MS. ANCRUM: I researched the law.

4 THE COURT: Huh?

5 MS. ANCRUM: South Carolina consumer law.

6 THE COURT: Okay. So this is an internet
7 research you did?

8 MS. ANCRUM: I did my research, yes.

9 THE COURT: You got this off the internet,
10 with the documents that you used?

11 MS. ANCRUM: Yes, sir.

12 THE COURT: All right. Well, I'm not aware
13 of any documents other than the note and the
14 mortgage that verify what the debt is.

15 MS. ANCRUM: Okay, sir.

16 THE COURT: Are you familiar with anything
17 other than that?

18 MS. ANCRUM: Sir, I'm due full disclosure.
19 They haven't given it to me.

20 THE COURT: What have they not given to
21 you?

22 MS. ANCRUM: They haven't given me
23 anything -- they haven't provided me anything
24 saying that Landvest gave any consideration
25 for -- to an alleged debt on my behalf. I would

1 like to see that.

2 THE COURT: They sold you the property,
3 correct?

4 MS. ANCRUM: Your Honor --

5 THE COURT: Who did you buy the property
6 from?

7 MS. ANCRUM: I bought the property from
8 Mr. Cognata.

9 THE COURT: Mr. Cognata?

10 MS. ANCRUM: Yes.

11 THE COURT: And then you signed the
12 promissory note to pay for the property; is that
13 correct?

14 MS. ANCRUM: I'm not disputing that, Your
15 Honor.

16 THE COURT: Okay. And the promissory note
17 was to Landvest Holdings LLC, wasn't it?

18 MS. ANCRUM: I'm not disputing signing the
19 contract --

20 THE COURT: All right.

21 MS. ANCRUM: -- to Landvest Holdings.

22 THE COURT: Okay.

23 MS. ANCRUM: I need verification.

24 THE COURT: Well, that's it, isn't it?

25 MS. ANCRUM: That's not what I asked for.

1 Your Honor --

2 THE COURT: I'm not sure -- I'm not
3 understanding what you're asking for.

4 MS. ANCRUM: Okay.

5 THE COURT: Or asking them for. And I
6 think you're getting stuff off the internet that
7 doesn't make any sense. That's what worries me,
8 Ms. Ancrum. You really need to be talking to a
9 lawyer about all this.

10 MS. ANCRUM: Your Honor, according to the
11 FTC, am I not due full disclosure?

12 THE COURT: You got full disclosure. I
13 don't know of anything else they can disclose to
14 you that they haven't disclosed.

15 MS. ANCRUM: Could I get full disclosure
16 of --

17 THE COURT: You can't tell me anything that
18 they haven't disclosed.

19 MS. ANCRUM: The record of accounting, Your
20 Honor.

21 THE COURT: Well, that's what this is.

22 MS. ANCRUM: Your Honor --

23 THE COURT: The payment history.

24 MS. ANCRUM: Your Honor, that's not the
25 record of accounting. That's showing me making

1 payments on a promissory note.

2 THE COURT: Okay. Well, in my opinion,
3 that's the record of accounting.

4 MS. ANCRUM: Okay.

5 THE COURT: Okay.

6 MS. ANCRUM: I object to that, but --

7 THE COURT: And that's fine. You are
8 welcome to do that.

9 MS. ANCRUM: Yes, sir.

10 THE COURT: All right. Do you have
11 anything else you want to tell me?

12 I'm not trying to be difficult with you,
13 Ms. Ancrum, but I do these things all day long
14 and this is what they produce.

15 MS. ANCRUM: Your Honor --

16 THE COURT: They may produce other things
17 in other states, but in South Carolina, this is
18 what we get.

19 MS. ANCRUM: Your Honor --

20 THE COURT: I want to hear anything you
21 want to tell me.

22 MS. ANCRUM: Your Honor, I feel that I had
23 the right and I was in the guidelines to ask for
24 proof of record.

25 THE COURT: Okay.

1 MS. ANCRUM: Of the accounting.

2 THE COURT: Okay.

3 MS. ANCRUM: I mean, I don't know that
4 Landvest Holdings gave any consideration of
5 anything on my behalf.

6 THE COURT: Okay. All right. Anything
7 else?

8 MS. ANCRUM: No, Your Honor.

9 THE COURT: Okay. Go talk to your sister
10 because she's trying to tell you something, and
11 I can't hear from her.

12 MS. ANCRUM: Your Honor, I'm a little
13 nervous. I did not get these forms off the
14 internet. I created these forms with some help.

15 THE COURT: Okay. That's fine. Again --
16 go ahead. Where did you get them from?

17 MS. ANCRUM: By reading the laws, and I
18 printed it up myself with help, with my sister.

19 THE COURT: Without looking at anything on
20 the internet?

21 MS. ANCRUM: The laws.

22 THE COURT: What law did you look at? Can
23 you cite me a code section?

24 MS. ANCRUM: Sure. Fair Debt Collection
25 Practice Act 15, USC 1692. The Fair Credit

1 Building Act 15, USC 1666.

2 THE COURT: Those are all federal laws.
3 Okay.

4 MS. ANCRUM: Which has been codified by
5 South Carolina state laws, Your Honor.

6 THE COURT: Okay. Well, what do you think
7 they -- what did they violate in terms of the
8 Fair Debt Collection Practices Act?

9 MS. ANCRUM: Full disclosure of
10 consideration. In consideration.

11 THE COURT: Okay. Okay. You cite the
12 Black's Law Dictionary.

13 MS. ANCRUM: What is "they," Your Honor?

14 THE COURT: You have Black's Law Dictionary
15 up here. I guess you're trying to explain to me
16 what verification means.

17 MS. ANCRUM: Yes. Yes, Your Honor.

18 THE COURT: All right. Anything else you
19 want to tell me?

20 MS. ANCRUM: My contract states, Your
21 Honor, as she said, they did not answer --
22 answer me back, so by them not answering me,
23 Your Honor, I have a contract in here, a
24 counterclaim and a self execute -- execute in
25 contract that they abide to by not answering me

1 back within the 30 days I gave them.

2 THE COURT: Well, I'm going to rule that
3 you did not answer in time. Okay. And that,
4 therefore, your counterclaim is not timely made
5 either. Okay. She's --

6 MS. ANCRUM: Could I pause, Your Honor, so
7 I can get my dates together?

8 THE COURT: I've got the dates.

9 MS. ANCRUM: Because I did respond in time.

10 THE COURT: Well -- well, I take that back.
11 All right.

12 MS. ANCRUM: And she already said that she
13 would accept that, so --

14 THE COURT: Well, she's accepting that this
15 is an answer but not as a counterclaim.

16 MS. ANCRUM: Okay.

17 THE COURT: But I'll tell you what, I'll
18 rule on your counterclaim too. I'll consider
19 that as well, and I will rule on that.

20 MS. ANCRUM: Your Honor, for the record,
21 are you a public servant? Because I put in a
22 motion, and I feel like you're siding on the
23 plaintiff's side.

24 THE COURT: Well, you can appeal that.
25 Okay?

1 MS. ANCRUM: Yes, sir.

2 THE COURT: I do work for the public.

3 MS. ANCRUM: Yes, sir.

4 THE COURT: But I hear all these

5 foreclosures. That's what I do. Okay. And
6 again, I'm going to --

7 MS. ANCRUM: Your Honor -- I'm sorry, I
8 didn't mean to cut you off. May I speak?

9 THE COURT: Yes, ma'am.

10 MS. ANCRUM: For a contract to be legally
11 binding, it must have full disclosure. Doesn't
12 it?

13 THE COURT: Now you're asking me for -- you
14 want me to respond to that?

15 MS. ANCRUM: As you're aware --

16 THE COURT: For a contract to be binding,
17 there has to be consideration on both sides.

18 MS. ANCRUM: And full disclosure; is that
19 correct?

20 THE COURT: No. There's no full
21 disclosure. When you entered into the contract,
22 you entered into the contract. It's been
23 disclosed to you. You have a copy of the
24 contract. You signed it. There's no such thing
25 as full disclosure that I'm aware of.

1 MS. ANCRUM: Your Honor, could I point you
2 back to Black's Law Exhibit A?

3 THE COURT: I'll read what you got.

4 MS. ANCRUM: Yes, sir.

5 THE COURT: I'll read it all.

6 MS. ANCRUM: Thank you.

7 THE COURT: Again, I haven't looked at it
8 until today.

9 MS. ANCRUM: Yes, sir.

10 THE COURT: But I'll read it. Okay.

11 MS. ANCRUM: Thank you.

12 THE COURT: I'll consider all that. But
13 what contract are you talking about?

14 MS. ANCRUM: Myself as acting in contract
15 that I've submitted in that if the -- of the
16 validation and proof of claim, if it's not
17 received in 30 days that's on Exhibit A, Your
18 Honor.

19 THE COURT: Well, that's a pleading. It's
20 not really a contract. That's what we're
21 considering it.

22 MS. ANCRUM: In my answer to them, Your
23 Honor, it states that if I don't get a response
24 in 30 days, 30 days, they -- it's basically
25 signing and accepted that contract.

1 THE COURT: They responded within 30 days.

2 MS. ANCRUM: No, Your Honor. She stated
3 they did not respond to that.

4 THE COURT: She stated that they sent you
5 two different things within 30 days. I mean,
6 these two documents that they've submitted to me
7 that are --

8 MS. ANCRUM: Your Honor --

9 THE COURT: -- Exhibit 6 --

10 MS. ANCRUM: Yes, Your Honor.

11 THE COURT: Exhibit 6 is September 25th.
12 Exhibit 7, they sent December 11th.

13 MS. ANCRUM: Yes, Your Honor, but that's
14 not what I requested.

15 THE COURT: Okay. I understand. I
16 understand that. Okay.

17 Anything further?

18 MS. ANCRUM: Your Honor, I'm not here to
19 dispute the signing of the contract. I'm here
20 for verification.

21 THE COURT: Okay.

22 MS. ANCRUM: That's all I ask for.

23 THE COURT: Okay.

24 MS. ANCRUM: And they were given 30 days to
25 give it.

1 THE COURT: All right. Thank you, ma'am.

2 All right. I'll take the matter under
3 advisement. Okay?

4 Do I have your address? Ms. Ancrum, is it
5 1168 John C. Calhoun?

6 MS. ANCRUM: That's the address of the
7 property. Yes, sir.

8 THE COURT: All right. What's your mailing
9 address? Where do you live?

10 MS. ANCRUM: It is 10 Hewitt Lane.

11 THE COURT: Wait a second. Tell me again.

12 MS. ANCRUM: 10 Hewitt Lane. H-E-W-T-T
13 [sic].

14 THE COURT: H-E-W-I-T-T?

15 MS. ANCRUM: Yes. St. Matthews.

16 THE COURT: That's 29- --

17 MS. ANCRUM: 29135, Your Honor.

18 THE COURT: All right. You want me to send
19 you stuff there or to the property address?

20 MS. ANCRUM: To my house address.

21 THE COURT: Okay. All right. Thank you,
22 ma'am. I'll take it under advisement. I'll
23 send you something in regards to my ruling.
24 Okay?

25 MS. ANCRUM: Yes, Your Honor.

EXHIBIT G

5. Plaintiff notified all defendants of the time, date, and place of the foreclosure hearing in this matter, as evidenced by the Notice of Hearing and Certificate of Service filed on April 15, 2025.

6. For valuable consideration given, Ancrum executed and delivered to Plaintiff a Promissory Note dated October 24, 2014, in the original principal amount of Seventy Thousand Seven Hundred Sixty-Four and 45/100 (\$70,764.45) (the "Note").

7. To secure the repayment of the Note and the debt evidenced thereby, Ancrum executed and delivered to Plaintiff a Mortgage dated October 24, 2014 ("Mortgage"), through which Simpson mortgaged to Plaintiff the real property described in the Mortgage ("Mortgaged Property"). The Mortgage was recorded on October 30, 2014, in the Orangeburg County Register of Deeds Office in Book 2354, page 98.

8. The Note and the Mortgage are hereinafter collectively referred to as the "Loan Documents."

9. Ancrum did not dispute that she signed the Note and Mortgage.

10. Ancrum did not dispute that she received a loan for the amount set forth in the Note.

11. The Mortgage constitutes a valid first priority mortgage lien on the Mortgaged Property.

12. Plaintiff is the current holder of the Loan Documents.

13. Ancrum is the current record owner of the Mortgaged Property.

14. Payments due on the Note and the Mortgage have not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the

EXHIBIT H

1 Building Act 15, USC 1666.

2 THE COURT: Those are all federal laws.

3 Okay.

4 MS. ANCRUM: Which has been codified by
5 South Carolina state laws, Your Honor.

6 THE COURT: Okay. Well, what do you think
7 they -- what did they violate in terms of the
8 Fair Debt Collection Practices Act?

9 MS. ANCRUM: Full disclosure of
10 consideration. In consideration.

11 THE COURT: Okay. Okay. You cite the
12 Black's Law Dictionary.

13 MS. ANCRUM: What is "they," Your Honor?

14 THE COURT: You have Black's Law Dictionary
15 up here. I guess you're trying to explain to me
16 what verification means.

17 MS. ANCRUM: Yes. Yes, Your Honor.

18 THE COURT: All right. Anything else you
19 want to tell me?

20 MS. ANCRUM: My contract states, Your
21 Honor, as she said, they did not answer --
22 answer me back, so by them not answering me,
23 Your Honor, I have a contract in here, a
24 counterclaim and a self execute -- execute in
25 contract that they abide to by not answering me

1 back within the 30 days I gave them.

2 THE COURT: Well, I'm going to rule that
3 you did not answer in time. Okay. And that,
4 therefore, your counterclaim is not timely made
5 either. Okay. She's --

6 MS. ANCRUM: Could I pause, Your Honor, so
7 I can get my dates together?

8 THE COURT: I've got the dates.

9 MS. ANCRUM: Because I did respond in time.

10 THE COURT: Well -- well, I take that back.
11 All right.

12 MS. ANCRUM: And she already said that she
13 would accept that, so --

14 THE COURT: Well, she's accepting that this
15 is an answer but not as a counterclaim.

16 MS. ANCRUM: Okay.

17 THE COURT: But I'll tell you what, I'll
18 rule on your counterclaim too. I'll consider
19 that as well, and I will rule on that.

20 MS. ANCRUM: Your Honor, for the record,
21 are you a public servant? Because I put in a
22 motion, and I feel like you're siding on the
23 plaintiff's side.

24 THE COURT: Well, you can appeal that.
25 Okay?