

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM RICHLAND COUNTY

Master-In-Equity
Joseph M. Strickland, Master in Equity

Case No. 2024 – 000917
Former Case No. 2022-cp-4002905

US BANK TRUST
NATIONAL ASSOCIATION,
Respondent,

v.

Angela T. Franks,
Appellant,

AMENDED INITIAL BRIEF OF APPELLANT

June 26, 2025

Angela T. Franks
Post Office Box 983
Columbia, SC 29202
803-466-3005

Other Counsel of Record:

McMicheal Taylor Gray
J. Pamela Price
January Taylor
Brian Lawrence Campbell
John P. Fetner

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Statement of Issues on Appeal

1. **Did the Master-in-Equity err in failing to dismiss this foreclosure action based on res judicata?** The case was dismissed without prejudice in 2017, and Respondent is barred from bringing the foreclosure action again.
2. **Did the Master-in-Equity err in awarding the unliquidated amount of the debt when Appellant (Pro Se) objected to the foreclosure due to the absence of the original promissory note and failure to validate the debt?**
3. **Did the Master-in-Equity err in refusing to accept Appellant's affidavit of lost note as evidence?**
4. **Did the Master-in-Equity err in not requiring Respondent to produce evidence of the debt, including a qualified witness to testify and present documentation supporting the claim?**
5. **Did the Master-in-Equity err in not requiring opposing counsel to produce a certificate of expenses related to mortgage servicing?**
6. **Did the Master-in-Equity err in not offering Appellant notice of the lack of a court reporter during the hearing? Thereby depriving appellant of her due process rights?**
7. **Did the Master-in-Equity err in not allowing additional documents showing the mortgage servicer's refusal to respond to a Qualified Written Request under RESPA**
8. **Did the Master in Equity err when he denied appellant an opportunity to retain a personal court reporter for a transcript allowing a future appeal? Rule 207 and 607.**
9. **Did the Master in Equity err when he denied appellant's motion to dismiss the case based upon Res Judicata (2017-CP-40-03489). The case met three requirements of Res Judicata.**
10. **Did the Master in Equity err when he awarded unliquidated damages to the respondent after Appellant/ Defendant appeared Pro Se and objected to the hearing? Per SC Code Ann 19-5-510, "The unliquidated amount of the debt is hearsay and therefore inadmissible."**
11. **Did the Master in Equity err when he allowed the opposing counsel to prepare a record of the hearing without consultation with the Appellant?**
12. **Did the Master in Equity err in not requiring opposing counsel to produce evidence of the original note including qualified witnesses to testify and present documentation supporting the claim? Rule 56 SCRPC," Counsel's statement is not evidence.**
13. **Did the Master in Equity err when he did not require counsel to produce a certificate of expenses related to the Mortgage Servicing? Plaintiff's Counsel did not file an affidavit or present supporting documents.**
14. **Did the Master in Equity err in not allowing Appellant to present additional documents as evidence of mortgage servicers violation of RESPA?**

15. Did the Master in Equity err in denying Appellant the opportunity to present South Carolina Community Bank's failure to validate the debt four times , in clear noncompliance of the FDCPA (15 USCA 1692k)?
16. Did the Master In Equity err in not requiring Counsel to present the promissory note, mortgage or any assignments?
17. Did the Master in Equity err in not requiring Counsel to present evidence of foreclosure intervention by the Mortgage Servicer(s)?
18. Did the Master in Equity err in refusing to accept defendant's evidence of the refinancing agreement completed without the supervision of an attorney?
19. Did the Master in Equity err in not requiring plaintiff's Counsel to produce a loan data sheet including the type of loan, payment history, over the life of the loan, processor notes and all correspondence between the original mortgage holder, mortgage servicer(s), lenders and the defendant?
20. Did the Master In Equity err when he granted appellant's motion for continuance in order for Appellant to present and submit additional documents and then deny appellant the opportunity to present the crucial documents?

Statement of the Case

Appellant Angela T. Franks was involved in a foreclosure case since 2017 (8 years) and three law firms. The case is regarding a property located at 1205 Columbia College Drive, Columbia, SC. The original mortgage was financed with S.C Community Bank, December 30,2004 recorded in Book1014 pg. 1128. Then deeded to Angela T. Franks by Deed of Distribution from the Estate of Elliott E. Franks, III and recorded July 27,2010 in Book 1621-page 1299 in Richland County Records. The Mortgage was sold or assigned to Wilmington Savings Fund Society, FSB,d/b/a Christiana Trust and finally acquired by US Bank Trust National Association.

Each Transfer occurred without a valid promissory note as required by law.

Despite multiple attempts by Appellant to seek debt validation under the Real Estate Settlement Procedures Act (RESPA), the bank failed to provide proper documentation and responded insufficiently to the Qualified Written Request. The Appellant was also forced to enter into a forbearance agreement with Kondaur Capital without receiving the promised permanent loan modification terms.

In 2020, Appellant filed for Chapter 13 Bankruptcy. The court eventually lifted the automatic stay on the property, despite the lack of evidence of the original promissory note, which led to the current appeal.

Standard of Review

The Appellant requests that the South Carolina Court of Appeals review all actions and orders from the lower court, including the failure to properly address the debt validation request and the wrongful dismissal of the foreclosure action. The standard of review for this case is de novo, as it involves the proper application of law to the facts, particularly regarding the validation of debt and foreclosure under RESPA and state law.

Facts

1. **Property Purchase and Refinancing:** In 2004, Appellant and her late husband purchased a duplex for \$65,000, financed by SC Community Bank. In 2010, the loan was refinanced for \$56,000 at a lower interest rate, supervised by Hugh Cooper. However, there were issues with tenants and financial hardship due to robberies and vandalism.
2. **Flood Damage and Tenant Eviction:** In 2015, the duplex was affected by a 100-year flood, leading to tenant displacement and non-payment of rent. Appellant refinanced the loan again in 2014 but did not receive proper legal representation during the refinancing process.
3. **Forbearance and Lack of Loan Modification:** Appellant successfully completed a forbearance agreement in 2017, but no permanent modification to the loan was received.

SC Community Bank, and later Wilmington Savings Fund, failed to provide documentation requested by Appellant under RESPA.

4. **Foreclosure Proceedings:** Despite successfully adhering to the forbearance agreement, US Bank Trust National Association continued with the foreclosure proceedings without providing proper documentation of debt validation. The Appellant filed an objection, but the Master-in-Equity denied her motion to dismiss based on res judicata and failure to validate the debt.

Arguments

1. **Res Judicata:** The Appellant argues that the Master-in-Equity erred by allowing the foreclosure action to proceed despite the case being dismissed without prejudice in 2017. According to South Carolina law, res judicata should bar the Respondent from reinitiating the foreclosure action after a dismissal without prejudice. The case meets the requirements for Res Judicata. The 2017 case was (1) dismissed on its merits and not a technicality (2) all causes of action were identified in both suits and (3) the parties and the representatives are known.
2. **Failure to Validate Debt:** Appellant's main argument revolves around the lack of documentation from the Respondent to validate the debt. Respondent failed to produce the original promissory note or any proof of debt validation. The absence of such documentation makes it impossible for the Respondent to legally enforce the mortgage under SC Code Ann. Section 36-3-309.
3. **Absence of Qualified Witness:** The court failed to require the Respondent to present a qualified witness to validate the debt. The failure to produce such evidence undermines the Respondent's claim, and without it, the Master-in-Equity erred in allowing the foreclosure to proceed.
4. **Failure to Respond to Qualified Written Request (RESPA):** The Appellant's Qualified Written Request for debt validation was repeatedly ignored by SC Community Bank and its successors, violating the Real Estate Settlement Procedures Act (RESPA). This failure to comply with federal law further complicates the Respondent's ability to pursue foreclosure.
5. **Violation of Automatic Stay:** In June 2022, the Appellant was in the midst of an active Chapter 13 bankruptcy case. The request to lift the bankruptcy stay by the Respondent was improper, and the actions taken by opposing counsel violated the terms of the automatic stay.

Conclusion

For the reasons outlined above, Appellant Angela T. Franks respectfully requests that this Court reverse the decision of the Master-in-Equity and dismiss the foreclosure action. The Respondent has failed to provide sufficient evidence to validate the debt, has violated the Appellant's rights

under RESPA, and has improperly attempted to proceed with foreclosure despite the dismissal of the previous case without prejudice.

Appellant also requests that the Court review all other aspects of the case, including the failure to provide proper debt validation, the lack of a court reporter at the hearing, and the failure to allow evidence to be presented. Appellant requests that the court dismiss this case with prejudice.

Statement of the Case

Appellant Angela T. Franks was involved in a foreclosure case since 2017 (8 years) and three law firms. The case is regarding a property located at 1205 Columbia College Drive, Columbia, SC. The original mortgage was financed with S.C Community Bank ,December 30,2004 and recorded later transferred, sold or assigned to Wilmington Savings Fund Society, FSB, and finally acquired by US Bank Trust National Association.

Despite multiple attempts by Appellant to seek debt validation under the Real Estate Settlement Procedures Act (RESPA), the bank failed to provide proper documentation and responded insufficiently to the Qualified Written Request. The Appellant was also forced to enter into a forbearance agreement with Kondaaur Capital without receiving the promised permanent loan modification terms.

In 2020, Appellant filed for Chapter 13 Bankruptcy. The court eventually lifted the automatic stay on the property, despite the lack of evidence of the original promissory note, which led to the current appeal.

Standard of Review

The Appellant requests that the South Carolina Court of Appeals review all actions and orders from the lower court, including the failure to properly address the debt validation request and the wrongful dismissal of the foreclosure action. The standard of review for this case is de novo, as it involves the proper application of law to the facts, particularly regarding the validation of debt and foreclosure under RESPA and state law.

Facts

5. **Property Purchase and Refinancing:** In 2004, Appellant and her late husband purchased a duplex for \$65,000, financed by SC Community Bank. In 2010, the loan was refinanced for \$56,000 at a lower interest rate, supervised by Hugh Looper. However, there were issues with tenants and financial hardship due to robberies and vandalism.
 6. **Flood Damage and Tenant Eviction:** In 2015, the duplex was affected by a 100-year flood, leading to tenant displacement and non-payment of rent. Appellant refinanced the loan again in 2014 but did not receive proper legal representation during the refinancing process.
 7. **Forbearance and Lack of Loan Modification:** Appellant successfully completed a forbearance agreement in 2017, but no modification to the loan was received. SC Community Bank, and later Wilmington Savings Fund, failed to provide documentation requested by Appellant under RESPA.
 8. **Foreclosure Proceedings:** Despite successfully adhering to the forbearance agreement, US Bank Trust National Association continued with the foreclosure proceedings without providing proper documentation of debt validation. The Appellant filed an objection, but the Master-in-Equity denied her motion to dismiss based on res judicata and failure to validate the debt.
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Arguments

6. **Res Judicata:** The Appellant argues that the Master-in-Equity erred by allowing the foreclosure action to proceed despite the case being dismissed without prejudice in 2017. According to South Carolina law, res judicata should bar the Respondent from reinitiating the foreclosure action after a dismissal without prejudice.
7. **Failure to Validate Debt:** Appellant's main argument revolves around the lack of documentation from the Respondent to validate the debt. Respondent failed to produce the original promissory note or any proof of debt validation. The absence of such documentation makes it impossible for the Respondent to legally enforce the mortgage under SC Code Ann. Section 36-3-309.
8. **Absence of Qualified Witness:** The court failed to require the Respondent to present a qualified witness to validate the debt. The failure to produce such evidence undermines

the Respondent's claim, and without it, the Master-in-Equity erred in allowing the foreclosure to proceed.

9. **Failure to Respond to Qualified Written Request (RESPA):** The Appellant's Qualified Written Request for debt validation was repeatedly ignored by SC Community Bank and its successors, violating the Real Estate Settlement Procedures Act (RESPA). This failure to comply with federal law further complicates the Respondent's ability to pursue foreclosure.
10. **Violation of Automatic Stay:** In June 2022, the Appellant was in the midst of an active Chapter 13 bankruptcy case. The request to lift the bankruptcy stay by the Respondent was improper, and the actions taken by opposing counsel violated the terms of the automatic stay.

Conclusion

For the reasons outlined above, Appellant Angela T. Franks respectfully requests that this Court reverse the decision of the Master-in-Equity and dismiss the foreclosure action. The Respondent has failed to provide sufficient evidence to validate the debt, has violated the Appellant's rights under RESPA, and has improperly attempted to proceed with foreclosure despite the dismissal of the previous case without prejudice.

Appellant also requests that the Court review all other aspects of the case, including the failure to provide proper debt validation, the lack of a court reporter at the hearing, and the failure to allow the presentation of critical evidence.

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Proof of Service

I, Angela T. Franks (a Pro Se litigant) certify that I have served a copy of the Amended Initial Appellant Brief to all parties by depositing a copy of it in the United States mail postage pre- paid on June 27,2025 to the addresses of attorney(s) of record, Dean Anthony Hayes, Esquire c/o McCabe, Trotter and Beverly, PC 4500 Fort Jackson Blvd. Suite 335 Columbia S.C. 29209. Pamela Price c/o MTG 3550 Engineering Drive, Suite 260 Peachtree Corners, GA 30092

June 27,2025


Angela T Franks
P.O. Box 983
Columbia, SC 29202
803-466-3005