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**Sep 29 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Appellate Case No. 2024-000917

U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust, .....  
.....Respondent,

v.

Angela T. Franks, .....  
.....Appellant.

RESPONDENT’S MOTION TO DISMISS APPEAL

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Angela T. Franks  
P.O. Box 983  
Columbia, SC 29202  
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Pro Se Appellant

## MOTION TO DISMISS APPEAL

This is a mortgage foreclosure action in which the appellant, Angela T. Franks (“Franks”), has appealed the master-in-equity’s judgment of foreclosure and sale entered on May 15, 2024. Franks filed her initial brief and designation of matter in this appeal on December 9, 2024. By an order dated January 21, 2025, the respondent, U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust (“U.S. Bank”), was granted until February 10, 2025, to file its initial brief. On February 7, 2025, U.S. Bank filed a motion to dismiss Franks’s appeal based on Franks’s failure to comply the requirements for filing an initial brief and designation of matter. On April 8, 2025, the court of appeals issued an order denying the motion to dismiss but striking Franks’s initial brief and designation of matter. The April 8, 2025, order required Franks, within twenty days, to serve and file an amended initial brief and designation of matter that substantially comply with the South Carolina Appellate Court Rules. On April 25, 2025, Franks filed a motion for extension of time to file her amended initial brief and designation of matter, and by an order issued on April 28, 2025, the court of appeals granted this motion. Franks filed a second motion for an extension of time to file her amended initial brief and designation of matter on May 28, 2025, and by an order issued on May 29, 2025, the court of appeals granted Franks’s motion. On July 1, 2025, Franks filed her amended initial brief and designation of matter. On July 28, 2025, Franks filed a motion to submit a revised amended initial brief. U.S. Bank, on July 29, 2025, filed a motion for an extension of time to file and serve a response to Franks’s amended initial brief. On September 2, 2025, the court of appeals issued an order granting Franks’s motion to amend her amended initial brief and designation of matter and accepting the amended initial brief and designation of matter “as filed.” The September 2, 2025, order required U.S. Bank to serve and file its initial brief and designation

of matter within thirty days. U.S. Bank again moves to dismiss Franks's appeal based on Franks's failure to comply with the requirements for filing an initial brief and designation of matter.

A copy of Franks's amended initial brief is attached as exhibit A. A cursory review of the brief reveals it does not comply with the requirements set forth in Rule 208 of the South Carolina Appellate Court Rules. Rule 208(b)(1)(C) provides the following requirements for the statement of the case in the appellant's initial brief:

The statement shall contain a concise history of the proceedings, insofar as necessary to an understanding of the appeal. The statement shall not contain contested matters and *shall contain, as a minimum*, the following information: the date of the commencement of the action or matter; the nature of the action or matter; the nature of the defense or of the response; the action of the court, jury, master, or administrative tribunal; the date(s) of the trial or hearing; the mode of the trial; the amount involved on the appeal; the date and nature of the order, judgment or decision appealed from; the date of and service of the notice of appeal; the date of and description of such orders, judgments, decisions, and proceedings of the lower court or administrative tribunal that may have affected the appeal, or may throw light upon the questions involved in the appeal; and any changes made in the parties by death, substitution, or otherwise. Any matters stated or alleged in appellant's statement shall be binding on appellant.

Rule 208(b)(1)(C), SCRCR (emphasis added). A review of the statement of the case in Franks's amended initial brief reveals that the only required information that Franks sets forth is the nature of the case: that it's a foreclosure case. None of the other required information is provided. The information provided in the statement of the case is mostly allegations that provide virtually no information regarding the history of the proceedings.

The standard of review in Franks's amended initial brief also fails to comply with the requirements of the South Carolina Appellate Court Rules. The South Carolina Appellate Court Rules require an appellant's initial brief to "concisely set forth the applicable standard of review with citations to relevant case law establishing the standard." Rule 208(b)(1)(D), SCACR. In Franks's initial brief, the standard of review is just requesting that the appellate court review certain

matters. There is no standard of review provided, nor are there any “citations to relevant case law establishing the standard.”

The arguments in Franks’s amended initial brief are also deficient. All the arguments are two to four sentence conclusory statements without any citations to authority. “South Carolina Appellate Court Rules specify what is required in the arguments section for an appellant’s brief: ‘The brief shall be divided into as many parts as there are issues to be argued. At the head of each part, the particular issue to be addressed shall be set forth in distinctive type, followed by discussion and citation of authority.’” *Ellie, Inc. v. Miccichi*, 358 S.C. 78, 99, 594 S.E.2d 485, 496 (Ct. App. 2004) (citing Rule 208(b)(1)(D), SCACR). “Numerous cases have held that where an issue is not argued within the body of the brief but is only a short conclusory statement, it is abandoned on appeal.” *Id.* (citing *Glasscock, Inc. v. United States Fid. & Guar. Co.*, 348 S.C. 76, 81, 557 S.E.2d 689, 691 (Ct. App. 2001); *R & G Constr., Inc. v. Lowcountry Reg’l Transp. Auth.*, 343 S.C. 424, 437, 540 S.E.2d 113, 120 (Ct. App. 2000); *Welch v. Epstein*, 342 S.C. 279, 288 n.1, 536 S.E.2d 408, 412 n.1 (Ct. App. 2000)). *See also Broom v. Jennifer*, 403 S.C. 96, 115, 742 S.E.2d 382, 391 (2013) (“Issues raised in a brief but not supported by authority may be deemed abandoned and not considered on appeal.”). The arguments in Franks’s amended initial brief are short conclusory statements that do not set forth any citations to authority. The five “parts” in the arguments section do not set forth the issue being addressed. Therefore, Franks’s appeal should be dismissed.

In *Henning v. Kay*, 307 S.C. 436, 415 S.E.2d 794 (1992), the appellants had filed their initial brief, and the respondent moved to dismiss the appeal based on the appellants’ failure to comply with the South Carolina Appellant Court Rules in preparing the brief and in the designation

of matter. *Id.* at 437-38, 415 S.E.2d at 794-95. The Supreme Court, in reviewing appellants' brief, stated:

Appellant's brief fails to comply with the Rule 207 [now Rule 208, SCACR] in the following particulars: the components of the brief are incorrectly organized and labeled, the issues are not distinctively headed, the table of authorities is not alphabetized or referenced to the body of the brief, the statement of the case contains contested matter and omits required information, and the arguments contain no citations to the record or to the cases listed in the table of authorities.

*Id.* at 437, 415 S.E.2d at 794. The Court further stated "that the South Carolina Appellate Court Rules are not mere technicalities but provide the parties with an orderly mechanism through which to guide the appeals in this State," and that it was incumbent upon the appellant "to provide material that complies with the Rules and facilitates appellate review." *Id.* The Court stated that it "would be completely justified in dismissing this appeal based on appellant's numerous violations of the Rules." *Id.*

Franks's amended initial brief, like the appellant's brief in *Henning*, is incorrectly organized and labeled, and the statement of the case contains contested matter and omits required information. Even worse, Franks's amended initial brief contains no table of authorities, and the arguments section sets forth short conclusory statements that contain no citation to authority. The amended initial brief sets forth twenty issues on appeal, but these issues are not addressed in the brief.

Franks's designation of matter to be included in the record on appeal, which is attached as exhibit B, also completely fails to comply with the South Carolina Appellate Court Rules. Rule 209 provides that the designation of matter "shall set forth with specificity those parts of the transcript, pleadings, orders, exhibits, or other materials which he proposes to include in the record on appeal." Rule 209(a), SCACR. In *Henning*, the Court stated that the record on appeal "shall not include any matter not presented to the

trial court.” *Id.* Thus, the designation of matter to include in the record on appeal should not include matter not presented to the trial court.

A review of Franks’s designation of matter reveals that much of the designated material, such as “business loan agreement,” “copies of qualified written request to SC Community Bank,” “emails with Kondaur Capital,” “copies of cancelled checks,” and copies of flyer First Allegiance,” are documents that were not presented to the master-in-equity. As shown by the master’s order and judgment of foreclosure and sale dated May 15, 2024, from which Franks appeals, Franks was held in default and was therefore unable to present any evidence to the master-in-equity. Therefore, Franks cannot include these documents in the designation of matter. Franks is trying to include these documents even though the April 8, 2025, order issued by the court of appeals specifically stated that “the designation of matter shall not include matters not presented to the lower court.”

Franks’s initial brief and designation of matter were deficient, so the court of appeals issued its April 8, 2025, order that struck the initial brief and designation of matter and required Franks, within twenty days, “to serve and file an amended initial brief and designation of matter that complied with the South Carolina Appellate Court Rules.” Franks’s amended initial brief and designation of matter clearly fail to comply with the South Carolina Appellate Court Rules, therefore, U.S. Bank again moves that Franks’s appeal be dismissed.

Respectfully submitted,

/s/ Dean A. Hayes

Dean A. Hayes, S.C. Bar #66066

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Attorney for Respondent

September 23, 2025

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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SC Court of Appeals

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APPEAL FROM RICHLAND COUNTY  
Master-In-Equity  
Joseph M. Strickland, Master in Equity

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

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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.

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### 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.

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### 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.

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## 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.

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### **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 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

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.
- 

## 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.

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Master In Equity

Joseph M. Strickland, Master in Equity

Case No. 2024 – 000917

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SC Court of Appeals

US BANK TRUST  
NATIONAL ASSOCIATION,

Respondent,

v.


Angela T Franks,

Appellant,

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

**Designation of Matters to be Included in the Record on Appeal**

In accordance with Rule 209(b) SCACR, Appellant Angela T. Franks designates the following documents for inclusion in the record on appeal:

12. **Order of Foreclosure** - 2022 Order for Foreclosure.
13. **Order Dismissing Case Without Prejudice (2017)** - This order dismisses the case without prejudice, cited by Appellant in her motion to dismiss based on res judicata.
14. **Notice of Intent to Appeal** - Filed after the 2022 foreclosure order.
15. **Affidavit of Lost Note** - Submitted by SC Community Bank, which was never authenticated.
16. **Deed of Distribution** - Case No.: 2008-ES-32-01297.
17. **Copy of Commercial Promissory Note (10/17/2014)** - Relevant to debt validation and the dispute over the original note.
18. **Business Loan Agreement (10/17/2014)** - Relevant to the refinancing and loan terms.
19. **Copy of Qualified Written Request to SC Community Bank** - Requesting validation of the debt, which was refused.
20. **Emails with Kondaur Capital** - Correspondence regarding loan modification and failure to provide requested modifications.
21. **Copies of Cancelled Checks** - Demonstrating completed payments under the forbearance agreement.
22. **Copy of flyer First Allegiance (2022)** - Documents related to notices attached to the property in dispute.

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JUL 01 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Master In Equity

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US BANK TRUST  
NATIONAL ASSOCIATION,

Respondent,

v.

Angela T Franks,

Appellant,

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  
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**Sep 29 2025**

**SC Court of Appeals**

**THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS**

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**APPEAL FROM THE RICHLAND COUNTY  
COURT OF COMMON PLEAS**

The Honorable Joseph M. Strickland, Master-in-Equity  
Civil Action Number: 2022-CP-40-02905

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Appellate Case No.: 2024-000917

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U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust, .....Respondent,

vs.

Angela T. Franks.....Appellant.

---

**PROOF OF SERVICE**

---

I hereby certify that on September 24, 2025, I served Respondent’s Motion to Dismiss Appeal by mailing it to the pro se Appellant and emailing it to other counsel of record at the address noted below:

Angela T. Franks  
P.O. Box 983  
Columbia, SC 29202  
**Appellant**

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Email: [jtaylor@mtglaw.com](mailto:jtaylor@mtglaw.com)

s/ Dean A. Hayes  
Dean A. Hayes (SC Bar 66066)  
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Columbia, SC  
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**Sep 29 2025**

**SC Court of Appeals**

September 24, 2025

South Carolina Court of Appeals  
1220 Senate Street  
Columbia, SC 29201

Re: U.S. Bank Trust National Association, as Trustee, Respondent v. Angela T Franks,  
Appellant  
Appellate No.: 2024-000917  
MTB File No.: 22350.1.2

Dear Court of Appeals:

On behalf of the respondent, U.S. Bank Trust National Association, as Trustee, we submit a motion to dismiss the appeal of the appellant, Angela T. Franks.

Please let me know if you have any questions. My direct telephone number is (803) 724-5006, and my email address is [dean.hayes@mccabetrotter.com](mailto:dean.hayes@mccabetrotter.com).

Sincerely,

Dean Hayes

cc: Angela T. Franks  
P.O. Box 983  
Columbia, SC 29202