

FILED
OFFICE OF
CLERK OF COURT

From the Desk of: Joshua-William: Ovalle, BENE

2025 OCT 15 AM 11:31

CLERK OF COURT
LAW OFFICE

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Case No. 2025-CP-29-00797

RECEIVED

Oct 13 2025

SC Court of Appeals

Brook Dangerfield as Attorney, Agent of
BOKF, N.A., Plaintiff, Agency and
William C. Tindal, Special Referee, Agent

Respondents

v.

Joshua-William: Ovalle, as Implied Surety, Heir, Beneficiary of
JOSHUA WILLIAM OVALLE, Defendant, Principal Debtor, Estate

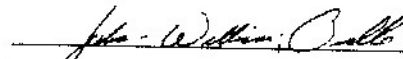
Appellant(s)

NOTICE OF APPEAL

TO: The Clerk of Court for South Carolina Appellate, and all Agents herein

TAKE NOTICE that the Implied Surety and man living on the land, Joshua-William of the Family Ovalle, hereinafter "Appellant", appeals the "Special Referee's Order and Judgment of Foreclosure and Sale" determined by William C. Tindal, dated September 12, 2025. Appellant received written notice of entry of said order on September 25, 2025. See attached "TRIAL DE NOVO" served on Lancaster County Clerk of Court on September 27, 2025 via USPS certified mail, tracking number **9589 0710 5270 3207 6049 62**.

October 14, 2025

 . LS

Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
c/o: 8866 Ross Hill Road
Fort Mill, SC 29707
as Implied Surety/Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved, Without Prejudice

Other Counsel:
Kevin Ted Brown
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone: (803) 454-3540
Attorney for Respondent

PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Case No. **2025-CP-29-00797**

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Brook Dangerfield as Attorney, Agent of
BOKF, N.A., Plaintiff, Agency and
William C. Tindal, Special Referee, Agent

Respondents

v.

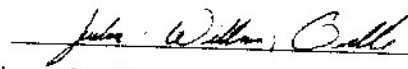
Joshua-William: Ovalle, as Implied Surety, Heir, Beneficiary of
JOSHUA WILLIAM OVALLE, Defendant, Principal Debtor, Estate

Appellant(s)

PROOF OF SERVICE

I affirm that I have served the Letter to the Appellate Court Clerk, Notice of Appeal, and the "Special Referee's Order and Judgment of Foreclosure and Sale" on October 14, 2025, by mailing a copy to each party via USPS certified mail. A copy served on BOKF, N.A., addressed to its Attorneys of record, Brook Dangerfield and Kevin Brown, 3800 Fernandina Road, Suite 110, Columbia, South Carolina 29210 (**9589 0710 5270 3207 6050 06**); a copy served on William C. Tindal, Special Referee, 312 North Main Street, Lancaster, South Carolina 29720 (**9589 0710 5270 2625 9939 55**); and a copy served on LANCASTER COUNTY COURTHOUSE, addressed to Mike Watkins, Clerk of Court, 104 North Main Street, Lancaster, South Carolina 29720 (**9589 0710 5270 3207 6049 93**).

October 14, 2025

 . LS

Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
c/o: 8866 Ross Hill Road
Fort Mill, SC 29707

as Implied Surety/Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved, Without Prejudice

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER
BOKF, N.A.,
Plaintiff,
v.
Joshua Ovalle,
Defendant(s)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-29-00797
SPECIAL REFEREE'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE
DEFICIENCY WAIVED

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Special Referee to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Special Referee shall be directly to the South Carolina Court of Appeals.

Pursuant to the said reference, a hearing was held on September 2, 2025, a record was made which is reported herewith, and from the testimony and evidence I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on June 23, 2025.
2. The Summons and Complaint were filed on June 23, 2025.
3. Service was made upon the Defendant as shown by the proofs of service filed herein.
4. The Defendant Joshua Ovalle is in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act aka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
6. The Defendant was notified of the time, date and place of hearing in this matter.

RECEIVED
Oct 13 2025
SC Court of Appeals

7. For value received, Joshua Ovalle made, executed and delivered a note, dated December 29, 2020, promising thereby to pay to the order of Thrive Mortgage, LLC the sum of \$261,250.00 with interest at the rate of 2.25% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.

8. To better secure the payment of the Note described above, the said Joshua Ovalle made, executed and delivered a mortgage to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Thrive Mortgage, LLC, in writing, dated December 29, 2020, covering real property in Lancaster County, which is the same as that described in the Complaint. The Mortgage was recorded on December 30, 2020, and is of record in the Lancaster County Registry in Book 4248 at page 253.

9. This mortgage constitutes a valid purchase money, first lien on the subject property.

10. Thereafter, the Mortgage was assigned to BOKF, NA by assignment recorded on June 17, 2025 in Book 5362 at Page 283.

11. Also included as collateral for the subject loan transaction was a Horton 1997 mobile/manufactured home containing serial number "H135604GLR" (hereinafter "Manufactured Home"). Said Manufactured Home has been permanently affixed to the Property as indicated by the Manufactured Home/Intent to Affix Affidavit as recorded in Book 746, at Page 194 in the Lancaster County Registry. Furthermore, the title to said Manufactured Home has been properly de-titled or cancelled to real estate in the records and database of the South Carolina Department of Motor Vehicles (hereafter "DMV"). This information was obtained by a search of the county land records and DMV records and database. Therefore, pursuant to Chapter 19, Article 4 Retirement of Title Certificate to Manufactured Homes, S.C. Code Ann. § 56-19-500, et seq. the Manufactured Home is considered permanently affixed to the Property.

B
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12. The titleholder of record of the Property as of the filing of the Lis Pendens in this action was Joshua Ovalle.

13. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

14. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$2,695.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed up to this point in time under the terms of the note and mortgage. Performance of additional services may result in a determination by this court that additional reasonable attorney's fees are due.

15. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal Due as of Today's Date:	09/02/2025		\$237,002.22
Accrued Interest From:	08/01/2024	to: 09/02/2025	\$ 5,791.55
Accruing at:	2.25% per annum		
Late Charges:			\$ 138.00
Escrow Advances:			\$ 754.95
Property Inspections:			\$ 270.00
NSF Fee:			\$ 30.00
Costs of Collection Prior to Hearing:			\$ 817.75
Attorney's Fees:			\$ 2,695.00

16. Total Debt secured by Note and Mortgage, is \$247,499.47. Interest shall be added to the total debt at the rate stated above until the date a judicial sale is conducted herein.

Additional interest accrual after the date of such judicial sale will be governed by terms set forth herein below.

17. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCP.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff is entitled to judgment as to all causes of action, including foreclosure of its Mortgage.
2. The Property should be ordered sold at public auction after due advertisement.
3. That there is due to the Plaintiff on its Note and Mortgage the sum of \$247,499.47, representing the Total Debt due to the Plaintiff as outlined above.
4. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest as previously set forth at the rate of 2.25% per annum.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt to include continuing accruing interest as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Special Referee at public auction, at the Lancaster County Courthouse, Jury Assembly Room, City of Lancaster, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

B. [Signature]
[Handwritten marks]

- A. FOR CASH: The undersigned Special Referee shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff.
- B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 2.25% per annum.
- C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
- D. Purchaser to pay for the deed and the cost of recording the deed.
3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Special Referee only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.
4. No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately.
5. That the undersigned Special Referee will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he/she will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his/her

Handwritten signature and initials, possibly "R. S." with a date "9/17/25" written below.

assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Special Referee or the Plaintiff may re-advertise the Property for sale on the next, or some other subsequent, sales day, according to the same terms set forth herein, and so on from time to time thereafter until a full compliance shall be secured.

6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
7. That the undersigned Special Referee shall apply the proceeds of the sale as follows:
 - FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and
 - NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and
 - NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.
8. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest, lien, and equity of redemption in the said mortgaged premises so sold, or any part thereof, to include the manufactured/mobile home.
9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time

B. [Signature]
9/17/25

of the filing of the Lis Pendens, and the Grantee; and that the Lancaster County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Lancaster County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.
11. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Special Referee shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
12. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING, BEING AND SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF LANCASTER, BEING DESIGNATED AS LOT 2, CONTAINING 1.642 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF PROPERTY OF M.R. ROSS BY J.C. CRUMPLER DATED SEPTEMBER 9, 1996, AND RECORDED AS PLAT #96-234 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA, TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION AS TO METES AND BOUNDS.

THIS BEING THE SAME PROPERTY CONVEYED TO JOSHUA OVALLE BY DEED OF NANCY R. HARRELL, TRUSTEE OF THE

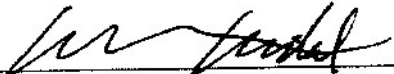
*R
09/17
WR*

NANCY R. HARRELL REVOCABLE LIVING TRUST, DATED
DECEMBER 29, 2020, AND RECORDED DECEMBER 30, 2020, IN BOOK
1395 AT PAGE 210 IN THE OFFICE OF THE REGISTER OF DEEDS
FOR LANCASTER COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 8866 Ross Hill Road, Fort Mill, SC 29707

TMS: 0011-00-015.00

AND IT IS SO ORDERED.


The Honorable William C. Tindal
Special Referee for Lancaster County

Date: September 12, 2025
Lancaster, South Carolina

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GA*

RECEIVED

Oct 13 2025

SC Court of Appeals

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER
IN THE COMMON PLEAS COURT

JUDGMENT IN A CIVIL CASE

CASE NO. 2025-CP-29-00797

BOKE, N.A.
PLAINTIFF(S)

Joshua Ovalle
DEFENDANT(S)

Submitted by:
Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road, Suite 110
Columbia, SC 29210

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		N/A
If applicable, describe the property, including tax map information and address, referenced in the order: All that certain piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of Lancaster, being designated as Lot 2, containing 1.642 acres, more or less, as shown on a Plat of Property of M.R. Ross by J.C. Crumpler dated September 9, 1996, and recorded as Plat #96-234 in the Office of the Clerk of Court for Lancaster County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds. This being the same property conveyed to Joshua Ovalle by deed of Nancy R. Harrell, Trustee of the Nancy R. Harrell Revocable Living Trust, dated December 29, 2020, and recorded December 30, 2020, in Book 1395 at Page 210 in the Office of the Register of Deeds for Lancaster County, South Carolina.		

ELECTRONICALLY FILED - 2025 Sep 17 9:40 AM - LANCASTER - COMMON PLEAS - CASE#2025CP2900797

File reference: 25-07703

CID1258961

DID200351

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.** E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

[Signature] Special Referee N/A Judge Code 09/12/2025 Date

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of _____, 2025 and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of _____, 2025, to attorneys of record or to parties (when appearing pro se) as follows:

Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road, Suite 110
Columbia, SC 29210

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Lancaster Common Pleas

Case Caption: Bokf Na VS Joshua Ovalle
Case Number: 2025CP2900797
Type: Special Referee/Order/Form 4

So Ordered

s/Mike Watkins, Lancaster County Clerk of Court

NOTICE OF SALE

NOTICE OF SALE CIVIL ACTION NO. 2025-CP-29-00797 BY VIRTUE of the decree heretofore granted in the case of: BOKF, N.A. vs. Joshua Ovalle, the undersigned Special Referee for Lancaster County, South Carolina, will sell on November 3, 2025 at 11:00 AM, or on another date, thereafter as approved by the Court, at the Courthouse, City of Lancaster, State of South Carolina, to the highest bidder:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING, BEING AND SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF LANCASTER, BEING DESIGNATED AS LOT 2, CONTAINING 1.642 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF PROPERTY OF M.R. ROSS BY J.C. CRUMPLER DATED SEPTEMBER 9, 1996, AND RECORDED AS PLAT #96-234 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA, TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION AS TO METES AND BOUNDS.

THIS BEING THE SAME PROPERTY CONVEYED TO JOSHUA OVALLE BY DEED OF NANCY R. HARRELL, TRUSTEE OF THE NANCY R. HARRELL REVOCABLE LIVING TRUST, DATED DECEMBER 29, 2020, AND RECORDED DECEMBER 30, 2020, IN BOOK 1395 AT PAGE 210 IN THE OFFICE OF THE REGISTER OF DEEDS FOR LANCASTER COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 8866 Ross Hill Road, Fort Mill, SC 29707
TMS: 0011-00-015.00

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Special Referee, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but in the case of non-compliance to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff. Should the last and highest bidder fail to comply with the other terms of the bid within

File reference: 25-07703

CID1258961

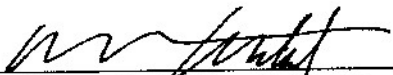
DID200351

thirty (30) days, then the Special Referee may re-sell the property on the same terms and conditions on some subsequent Sales Day.

No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately.

Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 2.25% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances.

In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.



The Honorable William C. Tindal
Special Referee for Lancaster County

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff
Phone (803) 454-3540
Fax (803) 454-3541

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

BOKF, N.A.,

Plaintiff,

vs.

Joshua Ovalle,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2025-CP-29-00797

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion to be competent to serve papers.

That on the 18th day of September, 2025, he/she served a copy of the below listed document(s) by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: Notice of Judgment and Notice of Sale

Party(ies) Served:

Joshua Ovalle
8866 Ross Hill Road
Lancaster, SC 29707

Nicholas Bamhill

Brock & Scott, PLLC

Columbia, South Carolina

ELECTRONICALLY FILED - 2025 Sep 22 6:49 AM - LANCASTER - COMMON PLEAS - CASE#2025CP2900797

From the Desk of: Joshua-William: Ovalle

STATE OF SOUTH CAROLINA
LANCASTER COUNTY

IN THE COURT OF COMMON PLEAS

Joshua-William: Ovalle (Implied Surety Heir Beneficiary)
JOSHUA WILLIAM OVALLE (Defendant Principal Debtor-Estate)

(Appellants)

Case Number: **2025-CP-29-00797**

V

BOKE, N.A. (Plaintiff Agency)
Kevin Ted Brown (Attorney Agent)
Brook Dangerfield (Attorney Agent)
William C. Lindal (Agent)

(Appellees)

TRIAL DE NOVO
(Notice of Appeal)

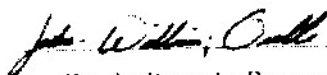
TO: The Clerk of Court for Lancaster County, and all Agents herein

TAKE NOTICE that the Implied Surety Heir Beneficiary and man living on the land, Joshua-William of the Family Ovalle, hereinafter "Appellant", appeals to the SOUTH CAROLINA COURT OF APPEALS for a *Trial De Novo* from the "Order and Judgment of Foreclosure and Sale" determined by William C. Lindal, Special Referee, and recorded in the LANCASTER COUNTY COURTHOUSE on or about September 17, 2025, in the above referenced case number.

Said judgement does not fully resolve the controversy as to all Equitable and Legal Claims, as the foreclosure action is one in Equity. The Appellant hereby invokes His right to a *Trial De Novo*, and respectfully prays that the Court of Appeals exercises its Equitable conscience to:

1. **Consider all claims and defenses**, Equitable and Legal, *De Novo*
2. **Annul, Reform (*Ab Initio*), or Remand with Instruction**, consistent with the principles of Equity, said judgement(s)
3. **Grant such Equitable Relief** as may be just and proper.

"Equity will not Suffer a Wrong Without a Remedy."

 J.S.
Joshua-William: Ovalle, *In Propria Persona, Sti Juris*
as Implied Surety Heir Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved, Without Prejudice

Proverbs 10:2 KJV

"Treasures of wickedness profit nothing; but righteousness delivereth from death."

Certificate of Service

On September 27, 2025, I served upon the following parties this *Trial De Novo* (Notice of Appeal) to settle the alleged debt owed on Case Number **2025-CP-29-00797**. All related paperwork delivered via USPS certified mail No. **9589 0710 5270 3207 6049 62** for record filing to:

LANCASTER COUNTY COURTHOUSE

ATTN: Mike Watkins
104 North Main Street
Lancaster, SC 29720
(803) 285-1581
Clerk of Court

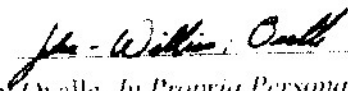
CC:

BROCK & SCOTT, PLLC
ATTN: Kevin Ted Brown & Brook
Dangerfield
3800 Fernandina Road, Suite 110
Columbia, SC 29210
(803) 454-3540
Attorneys for Appellee

ATTN: William C. Tindal
312 North Main Street
Lancaster, SC 29720
(803) 283-8476
Special Referee

Service By and Respond To:

Joshua-William: Ovalle, BLNF
c/o 8866 Ross Hill Road
near Fort Mill, South Carolina [29707]

 I.S.
Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
as Implied Surety/Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
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