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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable Ben N. Miller, III, Special Referee

Appellate Case No. 2024-001062
Case No. 2017-CP-40-01687

Deutsche Bank National Trust Company, as Trustee for Home
Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B,
Home Equity Mortgage Loan Asset-Backed Certificates, Series
SPMD 2002-B under the Pooling and Servicing agreement dated
Sept. 1, 2002Respondent,

v.

Janet L. Nelums a/k/a Janet Nelums, Christopher Nelums, Imperial
Warehouse Finance, Inc., and Best Distributing Company., Defendants,

of which Janet L. Nelums and Christopher Nelums are the Appellants.

**Respondent’s Return in Opposition to
Appellants’ Application for an Extension of Time to File Suggestion of Mootness and
Motion to Lift Abeyance, Lift Appeal, and Vacate Circuit Court Order**

Respondent Deutsche Bank National Trust Company, as Trustee for Home Equity
Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-
Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated
Sept. 1, 2002 (“DBNTC”) opposes Appellants Janet and Christopher Nelums’ latest filing titled
“Appellants’ Unopposed Application for an Extension of Time to File Suggestion of Mootness

and Unopposed Motion to Lift Abeyance, Lift Appeal, and Vacate Circuit Court Order”¹ (the “Motion”) for three reasons.

First, the Court should deny the Motion for their continued procedural failures. Appellants filed the Motion, like many others, without serving it on DBNTC’s counsel as required by Rule 240(d), SCACR. DBNTC has detailed several other instances of Appellants’ failure to serve filed documents in its March 24, 2025 Motion to Compel Conformity of the Record on Appeal, to which Appellants have not responded. Appellants also failed to file a proof of service of the Motion as required by Rule 240(c)(1), SCACR. Given Appellants’ repeated failures to follow the South Carolina Appellate Court Rules, the Motion should be denied. Rule 240(g), SCACR (“Failure of the moving party to perform any act required by this Rule may be deemed an abandonment of the motion or petition.”).

Second, Appellants have failed to state the grounds for the Motion as required by Rule 240(c), SCACR. The Motion, much like Appellant’s original brief and other filings, is largely incomprehensible, so it fails to “state the grounds thereof” as required by Rule 240(c). Therefore, the Motion should be denied.

Third, repeated requests for extension, without a showing of extraordinary circumstances, undermine the orderly administration of justice and prejudice Respondent’s right to a timely resolution. *Cf. Stribling v. Fretwell*, 157 S.C. 297, 154 S.E. 415, 418 (1930) (“The very object of courts is to provide an expeditious tribunal for the enforcing the rights or redressing the wrongs of litigants.”) (quoting *McAuley v. Orr*, 97 S. C. 214, 81 S. E. 489, 490). Time has long passed for

¹ While Appellants use “Unopposed” twice in the title of their motion, Appellants did not request Respondent’s consent to file the motion, and if they had, Respondent would not have consented.

this 12-year foreclosure to come to an end. DBNTC prays that the Court not unnecessarily extend this saga any longer by granting the Motion.

Conclusion

For the reasons set forth above, DBNTC requests that the Court deny the Motion.

NELSON MULLINS RILEY & SCARBOROUGH LLP

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of which Janet L. Nelums and Christopher Nelums are the Appellants.

Proof of Service

I, the undersigned of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys
for Respondent Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage
Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed
Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002,
certify that I have served parties to this appeal with the documents referenced below on the date
set forth below:

Document(s):

**Respondent’s Return in Opposition to Appellants’ Application for an
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