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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

William C. Tindal, Special Referee

Appellate Case No. 2025-002111

BOKF, N.A.,

Respondent,

v.

Joshua Ovalle,

Appellant,

RESPONDENT'S RETURN TO APPELLANT'S MOTION FOR EXTENSION

Chad W. Burgess, Esq.
(S.C. Bar No.: 72520)
BROCK & SCOTT, PLLC
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210
(803) 454-3540
Attorney for Respondent

NOW COMES Respondent, BOKF, N.A. (“Respondent” or “BOKF”), by and through its undersigned attorney, and pursuant to Rule 240(e) of the South Carolina Appellate Court Rules, hereby submits its Return to the January 22, 2026 motion of Joshua Ovalle (“Appellant” or “Ovalle”) averring as follows:

BRIEF PROCEDURAL HISTORY

This matter is an action to foreclose a mortgage on real property in Lancaster County, South Carolina. Appellant initiated his appeal on October 13, 2025.

On or about December 29, 2020, Appellant was loaned the sum of \$261,250.00 by Thrive Mortgage, LLC, which is evidenced by a promissory note (“Note”) secured by a mortgage on real property owned by Appellant commonly known as 8866 Ross Hill Road, Fort Mill, SC 29707 (“Mortgage”). The Note and Mortgage were signed by Appellant on December 29, 2020 (the Note and Mortgage shall hereinafter be referred to collectively as the “Loan”). The Mortgage was recorded in the Lancaster County Registry on December 30, 2020, in Book 4248 at Page 253.

The Note and Mortgage were subsequently transferred to Respondent. The installments of principal and interest falling due from and after September 1, 2024, have not been paid, thereby placing Appellant in default under the terms of the Loan. As a result of Appellant’s default, Respondent filed the subject foreclosure action on June 23, 2025.

Respondent was personally served with the foreclosure Summons and Complaint on June 30, 2025. This action was referred to William C. Tindal, as Special Referee for Lancaster County on July 8, 2025. On July 28, 2025, Appellant filed a document titled “Plea in Abatement, Notice of Liability and Praeceptum” which can only be described as a sovereign citizen filing. This filing

did not constitute an answer or other legally cognizable pleading responsive to Respondent's complaint. As a result, counsel for Respondent filed an affidavit of default on August 13, 2025.

A foreclosure hearing was held on September 2, 2025, attended by Appellant and counsel for Respondent. On September 17, 2025, the Special Referee entered an order awarding Respondent judgment of foreclosure and setting a judicial sale for November 3, 2025. This appeal followed.

On November 1, 2025, the Friday before the scheduled judicial sale, Appellant submitted a filing titled, "Emergency Petition in Equity for Stay and/or Injunction of Property pending appeal", kicking off a string of improper filings by Appellant regarding a stay of the judicial sale.

This Court denied Respondent's November 1, 2025 motion based upon Appellant failing to comply with SC Code § 18-9-170 (2014) and denied Appellant's November 20, 2025 filing which was construed as a petition for rehearing. Based upon Appellant's filings submitted to the Circuit Court on November 26, 2025, which were construed as a motion to impose a supersedeas bond, the Special Referee again continued the judicial sale and scheduled a hearing for December 15, 2025. At the December 15, 2025 hearing, the Special Referee set an amount for a supersedeas bond which required Defendant to post said bond in compliance with SC Code §18-9-170 (2014) on or before January 30, 2026. If Appellant failed to obtain the required bond, the judicial sale would be held February 2, 2026. Appellant was fully advised of the Special Referee's ruling at the December 15, 2025 hearing. Appellant was served with a copy of the proposed order and notice of sale on January 2, 2026, and the filed order and notice of sale on January 8, 2026. Appellant failed to post the bond required by the Special Referee's order and there are no impediments to the judicial sale being held.

On October 24, 2025, Appellant advised this Court that he was in receipt of the transcript from the September 2, 2025 hearing, thereby making Appellant's initial brief and designation of matter due on or before November 24, 2025. Appellant failed to timely serve and file his initial brief and designation of matter. As a result, this Court issued a letter on January 13, 2026, directing Appellant to serve and file his initial brief and designation of matter along with a motion requesting permission to serve and file out of time within ten days. On January 22, 2026, Appellant filed the subject motion seeking an extension of sixty-days to file his initial brief and designation of matter and permission to file out of time. Granting Appellant's motion would effectively give Appellant five months to serve and file documents that the SCACR require to be served and filed within one month. Such a delay is highly prejudicial to Respondent and would further prejudice Respondent by allowing Appellant further opportunity to submit frivolous sovereign citizen filings.

ARGUMENT AND CITATION OF AUTHORITY

The Appellant's request for a supersedeas bond does not impact his responsibility to serve and file his initial brief and designation of matter pursuant to Rule 208 SCACR. Further, as is evidenced by Appellant's failure to post the required bond by the January 30, 2026 deadline, Appellant's filings related to staying the judicial sale appear to be interposed solely for the purposes of delay.

This Court's January 13, 2026 letter directing Appellant to serve and file his initial brief and designation of matter along with a motion requesting permission to file out of time effectively provided defendant with a sixty-day extension beyond the date the initial brief and designation of matter were due so long as Appellant complied with this Court's direction. Notwithstanding, Appellant ignored the Court's direction and now requests an additional sixty-day extension.

In support of his motion, Appellant mischaracterizes the nature of this case asserting, “[a] proper brief requires a thorough review of the voluminous trial record to demonstrate the lower court’s errors”. See Appellant’s motion, ¶6. Appellant is the sole defendant in this straightforward foreclosure action. Appellant was served with the initial pleadings on June 30, 2025 at the subject property. As outlined above, submitted sovereign citizen filings which were not responsive to Respondent’s complaint. A copy of Appellant’s July 28, 2025 filing is attached hereto and incorporated herein as **Exhibit “1”** to illustrate the sovereign citizen nature of Appellant’s filings. As a result of Appellant’s default in failing to respond to the allegations of Respondent’s complaint, an affidavit of default was filed August 13, 2025.

The term sovereign citizen is used to refer to individuals who are members of or involved with one of a number of loosely associated and diverse groups with varying belief systems that are generally anti-government or anti-authority. *See, e.g., Presley v. Prodan*, C/A No. 3:12-3511, 2013 U.S. Dist. LEXIS 51150, at *6 (D.S.C. March 11, 2013) (“the basic premise of the various groups often identified as sovereign citizens involves an individual’s denouncement of United States citizenship and self-declaration of created citizenship based on various theories”). Sovereign citizen filings – like those of the Defendants – are generally interposed for the illegitimate purposes of delaying or denying the institution of justice in both criminal and civil matters. Such pleadings are often voluminous and contain complex and incoherent legal theories that, while containing legal jargon or legitimate sounding phrases, are not based in any cognizable legal theory or procedure. In short, sovereign citizen pleadings are subset of shotgun pleadings used as blatant delay tactics so as to prevent a mortgage holder from exercising its rights. *See also Bank of Am. v. Baxter*, Civil Action No. 3:16-1231, at *2-*3 (D.S.C. Aug. 3, 2016) (restating plaintiff’s argument that “‘sovereign citizen’ type pleadings, which are common in foreclosure

actions ... [typically] fail to ‘offer any justification or legal cognizant argument for jurisdiction of [the] case.’”).

Appellant attended the default foreclosure hearing on September 2, 2024, rehashed the sovereign citizen theory posited in his previous filings, and judgment was entered in favor of Respondent. There are simply no, “issues of constitutional magnitude, due process, exclusive equity jurisprudence, and trust law, which were not properly adjudicated by the lower court”. An extension of time would prejudice Respondent by further delay and expense to Respondent in having to address continued frivolous sovereign citizen assertions by Appellant. Therefore, Respondent respectfully requests that Appellant’s motion for an extension be denied. Because Appellant failed to abide by this Court’s direction as set forth in its January 13, 2026 letter, this appeal should be dismissed.

CONCLUSION

Appellant’s initial brief and designation of matter were more than sixty days late. As a result, this Court directed Appellant to serve and file his initial brief, designation of matter, and motion to file outside of time within ten days on January 13, 2026. Appellant ignored this Court’s direction, and the built in sixty-day extension built in to the late filing notice, and now requests a further sixty-day extension of time to serve and file his initial brief and designation of matter. Appellant’s motion mischaracterizes the nature of the case below and prejudices Respondent by allowing Appellant an opportunity to file further sovereign citizen arguments well beyond the time when filings were due. Based on the foregoing, Respondent respectfully requests that Appellant’s motion be denied, the appeal be dismissed based upon Appellant’s failure to abide by this Court’s

direction in its January 13, 2026 letter, and requests such other relief this Court deems just and proper.

Respectfully submitted,

BROCK AND SCOTT, PLLC

s/Chad W. Burgess
S.C. Bar No.: 72520
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210
(803) 454-3540
Chad.Burgess@BrockandScott.com
Attorney for Respondent BOKF, N.A.

Dated: February 2, 2026

Respond to: Joshua-William: Ovalle
c/o 8866 Ross Hill Road
Near Fort Mill, without South Carolina [29707]

FILED
CLERK OF COURT
JAN 20 2025
LANCASTER COUNTY, SOUTH CAROLINA

BOKF, N.A. (Creditor)
Kevin Ted Brown (Attorney)
STATE OF SOUTH CAROLINA
JUDICIAL CIRCUIT 6, LANCASTER COUNTY COURTHOUSE
(Plaintiff/Respondents)
V
JOSHUA WILLIAM OVALLE (Defendant/Principal Debtor)
Joshua-William: Ovalle (Implied Surety/Heir/Beneficiary)
(Demandants)

Case Number 2025CP2900797

Done on this seventh day, seventh month, in the year of Our Lord two thousand twenty-five, and of the Independence of the United States, two hundred forty-nine.

**PLEA IN ABATEMENT,
NOTICE OF LIABILITY AND PRAECIPE**

In the matter of: Unlawful and invalid *Persona Designata*, JOSHUA WILLIAM OVALLE, (*Nom de Guerre*), (*Ens Legis*), fictitious conveyance of language, wrongful conversion, mail fraud, false and misleading representations; [Cf.18 usc 1001, 15 usc 1692(e), 15 usc 70(a), 18 usc 242] be it Known and by All to Whom These Presents Come and May Concern:

NOTICE

The use of UNITED STATES Codes serves to inform the court, as a gesture of Good Faith, of the potential violations and penalties, as they relate to commerce, that the Respondents may be subject to should this matter continue in Bar.
That the Beneficiary is visiting this court, via this formal response, for preservation and expression of His inalienable rights, and shall not be construed as; an acceptance of jurisdiction under admiralty or maritime Law, a waiver of any rights afforded by the original written Constitution of the United States, hereinafter "Constitution", and/or a waiver of equitable relief afforded by the principles and maxims of Equity Jurisprudence.
That the Beneficiary formally challenges all Presumptions, as they are by definition a presumption, and have no standing or merit in presentable or material fact, with emphasis on the following as they relate to this Abatement; The Presumption of Immunity, the Presumption of Summons, and the Presumption of Incompetence.

INTRODUCTION

"No suit can be brought to enforce a fraud."

This is a Plea In Abatement, issued by common right, pursuant to common law rules applicable to such case(s) against BOKF, N.A. (agent), Kevin Ted Brown (agent), STATE OF SOUTH CAROLINA (agency), JUDICIAL CIRCUIT 6, LANCASTER COUNTY COURTHOUSE (agency), hereinafter

“Respondents”, acting Alien Enemy agents/agencies of a statutorily created, foreign *de facto* corporation known as the UNITED STATES OF AMERICA. Said agents/agencies are; 1) imposing a suretyship upon this Good and Lawful private living man, Joshua-William of the family Ovalle, Implied Surety, Heir/Beneficiary, also a non-U.S. Citizen, non-resident, non-Person, hereinafter “Beneficiary”, 2) inducing Injury by attaching an illegally presumed *Persona Designata, Nom de Guerre, Ens Legis*, created by said corporation as JOSHUA WILLIAM OVALLE, Principal Debtor, hereinafter “Principal”, 3) using false and misleading representation, and fictitious conveyance of language, to create presumptions, and facilitate the claim against the Beneficiary as the primary and sole “Defendant” of this matter while, 4) omitting the Principal, which is in fact a party in interest, which is grounds for a Non-Joinder.

PLEA IN ABATEMENT TO THE BILL

“No man can serve two masters: for either he will hate the one, and love the other; or else he will hold to the one, and despise the other. Ye cannot serve God and mammon.” – Matthew 6:17 KJV

Admiralty and Maritime Jurisdiction

Whereas, as a Private American and National of the Union member state of South Carolina, Beneficiary is not subject to the Trading with the Enemy Act (TWEA) of 1917, as amended by the Emergency Banking Relief Act of 1933;

And whereas the Beneficiary is not an “Enemy” or “Ally of Enemy”, as defined in the Trading with the Enemy Act of 1917, or taking part in any “Acts prohibited” that authorizes any “Alien Property Custodian” to “...hold, administer, and account for...any money or other property...belonging to an enemy, or ally of enemy...”, or Lawfully subject to the “military and naval” jurisdiction thereof.

And whereas the Emergency Banking Act of 1933 (H.R. 1491) served to “provide relief in the existing national emergency in banking, and for other purposes.” And “That the Congress hereby declares that a serious emergency exists...”. And further, that “the Secretary of the Treasury, with the approval of the President, is authorized and empowered...” to issue the Federal Reserve bank notes still in circulation.

And whereas, ‘Congress,’ in the Preamble of Congressional Report No, 93-549, issued November 19, 1973, stated “Since March 9, 1933, the United States has been in a state of declared national emergency ... A majority of the people of the United States have lived all their lives under emergency rule ... And, in the United States, actions taken by the Government in time of great crisis have - from at least, the Civil War - in important ways, shaped the present phenomenon of a permanent state of national emergency”;

And whereas, according to The Supreme Court, ‘Congress’ has made little or no distinction between a “state of national emergency,” and “a state of war”;

And whereas, according to the Law of Nations, “the most immediate effect of a state of war is that it activates the Law of War itself.” And according to the Law of War, “martial law is obtained during a state of war and in truth and reality, is no law at all”;

And whereas, King Charles the First, in The Petition of Right of June 7, 1628, acknowledged that martial law is repugnant to common law, and is revoked and annulled forever in accordance with law of the land in The Great Charter of the Liberties of England and America;

Now therefore, any proceeding to the contrary violates the established customs and usages, threatens the peace and safety of the people in their Dominions, is an invasion upon the people and their Law and is a trespass against This Good and Lawful Man.

Persona Designata and Non-Joinder

Whereas the Beneficiary is Not a ward, lunatic, deceased, or lost at sea, but instead, the Beneficiary is a sentient living man, of the age of majority, and legally competent.

Whereas the original petition does not present the Principal Debtor, JOSHUA WILLIAM OVALLE, as a party to this transaction, and that that “person”, *Nom de Guerre, Ens Legis*, in that capacity, is a necessary and indispensable party to this action.

Whereas Equity regards the omission of the Principal Debtor, “or any other party who should be before the court”, as grounds for a Non-Joinder.

Whereas the unlawful attachment of Joshua-William of the family Ovalle, Implied Surety/Beneficiary of the *Nom de Guerre, Ens Legis*, JOSHUA WILLIAM OVALLE, the Principal Debtor/Defendant implicates the nature of this case being one of Suretyship.

“The jurisdiction of equity in cases of suretyship is of ancient origin, firmly established, and universally recognized.” (John Norton Pomeroy, *Equity Jurisprudence*)

Master-in-Equity

Whereas all judicial power extending to all Cases, in Law and Equity, arise under the Constitution, Article III, which affords the supreme court and appellate court original jurisdiction, and vests in such inferior Courts during good behavior.

Whereas according to Erwin Chemerinsky, *Federal Jurisdiction*, “Equity jurisdiction...is vested in the Article III courts...” and “...may not be exercised by non-Article III judges without the parties’ consent.”

Whereas in the “ORDER OF REFERENCE” which was electronically filed in the above referenced court on “2025 Jul 08”, it shows William Conner Tindal referred as the “Special Referee for Lancaster County”.

Whereas in the case of a vacancy in the office of Master-in-Equity, the court may appoint a “Special Referee” only upon the Agreement of the parties.

“A judicial act outside of the Judge’s authority is null and void.”

Due Process

Whereas it is firmly established in the Constitution that in suits “where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved...”

Whereas the Presumption of the “Waiver” of “Jury Trial of Right”, along with the language implicating “(Non-Jury)” recorded on the “SUMMONS” and “COMPLAINT” of the referenced petition, runs contrary to the Constitution.

Whereas violating the Beneficiary’s Constitutional Rights at Law threatens dissolution upon the court’s charter, and in Equity, a trust arises, affording the Judge the role of executor, while the opposing officials act as trustee and/or beneficiary and, by operation of due process, violates the Law on the requirements for an impartial tribunal, and runs contrary to the foundational maxims of Equity.

“No Person Bound to Act for Another in any Matter can, as to that Matter, Act for Himself”

Equitable Interest

Whereas the Creditor has no Equitable Estate in the land and is simply a Creditor holding a lien, not a right of ownership, upon the mortgaged premises, as a security for its debt.

“Equity Regards the Beneficiary as the Real Owner.”

SHOW CAUSE

“Where the law requires any one to show cause the cause must be just and legal”

Whereas as all government entities and alleged private corporations must be a creature of the American Constitution, this is a formal Request and Command for the LANCASTER COUNTY COURTHOUSE, or any representing officials thereof, to produce for the record, on the record, and let the record show the Legislative Act that created your Chain of Authority under the perpetual Union member state of South Carolina to enforce law, codes, and policy over my *de jure*, as Proof of Jurisdiction, as required by Law, per Article III, Section I of the United States Republic Constitution. Take Notice that a *de facto* basis for powers of authority is not sufficient in this matter.

Due to the potential infringement on the Beneficiary's Equitable Rights, Interest, and His demand for Equitable Remedies only cognizable through the conscience of Equity, this is a formal Request and Command for the Respondents to guarantee the appointment of a “Master-in-Equity” to act in capacity of judge in this matter, as extended to the states via Article III, Section II of the Constitution, or show cause why a Master-in-Equity should not be appointed. Take Notice that in case of a vacancy in the office of Master-in-Equity, the Beneficiary does NOT AGREE to the appointment of a “special referee” at Law.

Due to the imposition of Suretyship upon the Beneficiary, and coercion, misrepresentation, and non-disclosure via invalid *Persona Designata*, which consequently subjects Him to the admiralty and/or maritime jurisdiction thereof, this is a formal Request and Command for the Attorney to 1) show Just and Legal cause of this unlawful attachment, 2) acknowledge the separation of the fictional “person” and sentient living man by using the designations of “Principal” and “Beneficiary”, respectively, and 3) to present the intended use, responsibilities, and liabilities of both the Principal and the Beneficiary as it pertains to this petition.

Whereas the Creditor's complaint to foreclose and sell the property implies that they have Absolute Title on the property in question, with no mention of returning the bank credits owed to the Beneficiary, this is a formal Request and Command for the Creditor to show cause that 1) they have the highest interest, Legal and Equitable, in the property in question and 2) to clarify whether this suit is one of possession or an alleged debt owed.

“It is manifestly impossible for a Court to do full justice in a given case, unless the proper parties are before the Court in that particular case ... this deficiency of proper parties is termed *non-joinder*.” (Henry Gibson's, *Suits in Chancery*)

ORDERING CLAUSE

Said Respondents shall Abate the matter of imposing suretyship upon Joshua-William: Ovalle, through unlawful attachment to a *Persona Designata*, JOSHUA WILLIAM OVALLE, *Nom de Guerre*, *Ens Legis*, within twenty-one (21) calendar days of the ordering of this Plea In Abatement, or show cause why the Abatement should not lie. Any and all written response must include a detailed factual statement and supporting documentation, having standing in Law. If more time than twenty-one (21) calendar days is needed to respond, it may be granted in written request to the Beneficiary. Failure to obey this order or failure to respond in the time prescribed, herein, will result in Bar in Prosecution due to Laches, Estoppel, and/or Acquiescence, Dismissal with Prejudice, and *Nemo debet bis vexari pro una et eadem Causa*, and will subject Respondent(s) to Civil liabilities and Criminal investigation ordered by the attached Plea, Bill, or Petition directly with the state legislature for emoluments violations pursuant to 'The Law of Nations', 'The Law of War', and the 'SOUTH CAROLINA Bill of

Rights' and the *lex non scripta* in this state:

The court shall take judicial notice of any facts fatal to jurisdiction and Abate this matter should jurisdiction be found lacking. That if the court refuses to appointment of a Master-in-Equity, that this Abatement should be expressed as a Removal, to be Deposited into the Supreme Court or the court of appeals, where an appropriate Equitable Remedy may be decided.

The Beneficiary expressly reserves the right to present additional evidence to amend this pleading at a later date, in order to assert matters which may become apparent during the course of discovery.

CONCLUSION

“Equity Regards that as Done which Ought to be Done.”

This imposition is without authority, is counter to public morals, being in the Nature of an unlawful “Warrant” which is outlawed by the General custom in this state and, thus, is in violation of my Inalienable rights to Life, Liberty, and [the quiet enjoyment of] Property, afforded by the Constitution, the Constitution of South Carolina, the *lex non scripta*, which is the *jus publicum* in this state.

This Abatement serves as a formal challenge of the doctrine of *Idem Sonans*, to-wit, the court must provide the benefit of the doubt to the petitioner in abatement cases. Misnomer or misdescription of a party defendant is grounds for abatement, applicable to both Equity and Law cases. Given the intent of non-joinder of the Principal, as it applies to this imposition, the Violations of full disclosure to the Beneficiary, and that the petition does not guarantee civilian due process, I order the abatement of these military jurisdiction proceedings.

The Beneficiary releases and discharges the court from all military obligations, indemnifies officers for not giving military process, and attaches unlimited liability to their personal property until this abatement is executed.

This Plea in Abatement is not a plea in bar and can only be resolved by abatement, making the instrument void. The Beneficiary is not arguing the merits at Law but rather praying for relief under the grace of Equity.

Wherefore the Beneficiary prays the judgement of the court whether he shall answer further.

“When the foundation is removed the superstructure falls.”

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

AFFIRMATION

Public notice of this Plea in Abatement is recorded at the LANCASTER COUNTY COURTHOUSE, State of SOUTH CAROLINA for all the world to Witness.

I solemnly affirm and declare under penalty of perjury under the Laws of the united states of America and under the laws of South Carolina that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United States, Puerto Rico, and the United States Virgin Islands, and any territory or insular possession subject to the jurisdiction of the United States. Signed by voluntary act of My Own Hand on this twenty-third day, seventh month, in the year of Our Lord two thousand twenty-five, and of the Independence of the United States, two hundred forty-nine.

Joshua William Ovalle, LS

Joshua William Ovalle, in *Propria Persona, Sui Juris*
as Implied Surety, Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, PRINCIPAL DEBTOR
All Rights Reserved, Without Prejudice

In Witness whereof, we the below signed Witnesses affirm and declare this instrument as the Plea in Abatement, Notice of Liability and Praecept, before Almighty God and man, and at the Beneficiary's request and in the Beneficiary's sight and presence, and in the sight and presence of each other, do hereby subscribe our names as witnesses on this twenty-third day, seventh month, in the year of Our Lord two thousand twenty-five, and of the Independence of the United States, two hundred forty-nine.

Executed without the UNITED STATES, We declare under penalty of perjury under the laws of the united states of America that the foregoing is true and correct, except to the matters which are therein stated on My information and belief, and as to those matters, I believe them to be true. Without Prejudice.

Sealed by the voluntary act of Our Own Hand on this twenty-third day, seventh month, in the year of Our Lord two thousand twenty-five, and of the Independence of the United States two hundred forty-nine.

Santos: Steven-Gabriel

Witness: Santos: Steven-Gabriel
City: Fort Mill
State: South Carolina

Ortiz: Mateo-Austin

Witness: Ortiz: Mateo-Austin
City: Rock Hill
State: South Carolina

Certificate of Service

On July 24, 2025, I served upon the following parties this Plea in Abatement, Notice of Liability and Praecipe to settle the claimed debt owed on LANCASTER COUNTY COURTHOUSE Case Number 2025CP2900797. All related paperwork delivered via USPS certified mail No. **9589 0710 5270 1681 9555 32** for record filing to:

LANCASTER COUNTY COURTHOUSE

ATTN: Mike Watkins, Clerk of Court

104 North Main Street

Lancaster, SC 29721

CC:

BROCK & SCOTT, PLLC

Kevin Ted Brown

3800 Fernandina Road, Suite 110

Columbia, SC 29210

William C. Tindal

312 North Main Street

Lancaster, SC 29721

LANCASTER COUNTY COURTHOUSE

ATTN: Judges' Chambers

104 North Main Street

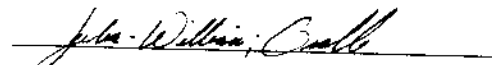
Lancaster, SC 29721

Service by and Respond to:

Joshua-William: Ovalle, Grantor/Heir/Beneficiary

c/o 8866 Ross Hill Road

Near Fort Mill, South Carolina [29707]



Joshua-William: Ovalle, Implied Surety, Heir/Beneficiary

CERTIFICATE OF SERVICE

The undersigned certifies that, on February 2, 2026, the Respondent's Return to Appellant's motion for an extension was served on the below-listed parties by depositing a copy thereof in the United States Mail, first Class, postage prepaid, addressed to:

Joshua Ovalle
8866 Ross Hill Road
Fort Mill, SC 29707

Served By:

s/Chad W. Burgess
Chad W. Burgess, Esq.
Brock and Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
(803) 454 3540
Chad.Burgess@BrockandScott.com
Attorney for Respondent BOKF, N.A.

Date: February 2, 2026

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