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**Mar 10 2026**

**SC Court of Appeals**

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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
\_\_\_\_\_

APPEAL FROM HORRY COUNTY  
Court of Common Pleas, 15<sup>th</sup> Judicial Circuit

Alan D. Clemmons, Master-in-Equity  
\_\_\_\_\_

Appellate Case No. 2025-002471

COMMON PLEAS CASE NO.: 2024-CP-26-00567

Select Portfolio Servicing, Inc., Respondent,

v.

Nicholas Wilson a/k/a Nicholas F. Wilson; SoFi Lending Corp.; Wells Fargo Bank,  
N.A.; and Midland Credit Management, Inc., Defendants,  
of which Nicholas Wilson a/k/a Nicholas F. Wilson is the Appellant.

**APPELLANT'S RETURN IN OPPOSITION TO**  
**MOTION TO DISMISS APPEAL**

**WESLEY D. FEW, LLC**

/s/Wesley D. Few

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ATTORNEYS FOR APPELLANT WILSON

**APPELLANT’S RETURN IN OPPOSITION TO MOTION TO DISMISS APPEAL**

Appellant Wilson, pursuant to Rule 240(e), by and through his undersigned attorneys, hereby responds to the Motion to Dismiss Appeal by Respondent Select Portfolio Servicing, Inc.,<sup>1</sup> filed Feb. 25, 2026.

Respondent argues this appeal is premature under S.C. Code Ann. § 14-3-330. (*Id.* at 3). Respondent then gives its case law in support of its conclusion that Section 330 bars this appeal. (*Id.* at 4). Respondent, however, skips over a critical detail, namely that it was sued first by Appellant Wilson in the Court of Common Pleas in Civil Action No. 2023-CP-26-02475, which is now the subject of Appellate Case No. 2024-000440. While Respondent mentions in footnote 1 to its Motion to Dismiss that is the subject of this appeal was pursuant to Rule 13, as a “compulsory counterclaim,” Respondent’s analysis and argument merely cites to cases addressing a denial of a Motion to Dismiss under Rule 12, not Rule 13. (*Id.* at 4, first ¶ 1).<sup>2</sup> Next, in ¶ 2 on page 4 of the Motion to Dismiss, Respondent moves on to its analysis of the denial of the Motion to Stay. (*Id.*).

Because Respondent’s efforts in this the 2024 Foreclosure Case (Civil Action No. 2024-CP-26-00567) are with respect to the same property and same subject matter for which MERS was joined in as a party in 2023 (Civil Action No. 2023-CP-26-02475, Appellate Case No. 2024-000440, hereafter the “2023 Fraud Case”), Respondent cannot now claim the denial of the

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<sup>1</sup> In Civil Action No. 2023-CP-26-02475, which is presently the subject of Appellate Case No. 2024-000440, Appellant Nicholas F. Wilson initially sued Mortgage Electronic Registration Systems, Inc. (“MERS”), who assigned / substituted Flagstar Bank, N.A., who then sold / assigned to Select Portfolio Servicing, Inc. (“Respondent” or “Lender”).

<sup>2</sup> Appellant Wilson filed his Memorandum in Opposition to the Motion to Dismiss on Jan. 28, 2026, which is attached here as Exhibit 1.

Rule 13 Motion does not affect a substantial right of Appellant under Section 330. *See e.g., House Healers Restorations v. Ball*, 112 N.C. App. 783, 785, 437 S.E.2d 383, 385 (1993) (holding, [t]his Court has held that the denial of a motion to amend an answer to add a compulsory counterclaim is immediately appealable because it affects a substantial right.”); and *Clean N Dry, Inc. v. Edwards*, 284 N.C. App. 771, 874 S.E.2d 923 (2022) (Unpublished) (stating, “[b]ecause we agree with Mr. Edwards that the trial court's denial of his Motion to Amend affects a substantial right, we review the merits of his appeal.”). In the 2023 Fraud Case, Respondent even filed its cross-claim against the seller of the subject property and her siblings in its pleading dated June 19, 2023.

In addition, Respondent in the 2023 Fraud Case filed a motion to be dismissed with prejudice on April 3, 2025, in the Circuit Court, which has now scheduled a hearing on that motion for March 24, 2026. No leave of Court (from this Court) was obtained prior to the filing of any such motion in the Circuit Court, pursuant to Rule 240, SC ACR, or otherwise.

S.C. Code Ann. § 14-3-330(1) and (2) provide:

(1) Any intermediate judgment, order or decree in a law case involving the merits in actions commenced in the court of common pleas and general sessions, brought there by original process or removed there from any inferior court or jurisdiction, and final judgments in such actions; provided, that if no appeal be taken until final judgment is entered the court may upon appeal from such final judgment review any intermediate order or decree necessarily affecting the judgment not before appealed from;

(2) An order affecting a substantial right made in an action when such order (a) in effect determines the action and prevents a judgment from which an appeal might be taken or discontinues the action, (b) grants or refuses a new trial or (c) strikes out an answer or any part thereof or any pleading in any action.

Id. (underline emphasis added).

Appellant maintains for the reasons set forth herein, this appeal is proper under S.C.

Code Ann. §§'s 14-3-330(1) or (2). As set forth above, the Respondent Lender is seeking to terminate all of Appellant Wilson's claims against it by virtue of its actions in the two pending cases. As such, Appellant Wilson's pending claims against Respondent MERS / Flagstar/ SPS would be extinguished and he would get no trial of any of those claims, and have no right to amend his claim in the 2023 Fraud Case when it gets remanded. In addition, on information and belief, the Respondent Lender did not assert Appellant Wilson's claim in the 2023 Fraud Case should be dismissed pursuant to the statute of limitations, which is the subject matter of Appellate Case No. 2024-000440.

**S.C. Code Ann. § 14-330(1) – “involving the merits ...”**

Under Section 330(1), to the extent the denial of the Motion to Dismiss or Stay under Rule 13(a) could be considered to be an “intermediate judgment,” this rule still allows for an appeal when the consequences of such a ruling would be to deny Appellant Wilson the right to pursue his earlier filed claims against Respondent MERS / Flagstar / SPS on their merits.

Rule 13(a), SCRCP, states:

A pleading shall state as a counterclaim any claim which at the time of serving the pleading the pleader has against any opposing party, if it arises out of the transaction or occurrence that is the subject matter of the opposing party's claim and does not require for its adjudication the presence of third parties of whom the court cannot acquire jurisdiction. But the pleader need not state the claim if (1) at the time the action was commenced the claim was the subject of another pending action, or (2) the opposing party brought the suit upon his claim by attachment or other process by which the court did not acquire jurisdiction to render a personal judgment on that claim, and the pleader is not stating any counterclaim under this Rule 13.

Id. (underline emphasis added).

Neither exception to Rule 13(a) set forth in 13(a)(1) or (2) applies in this instance. Id.

In addition, courts interpret Rule 13 to preclude a subsequently plead action in violation of Rule 13(a). *See e.g., Beach Co. v. Twillman, Ltd.*, 351 S.C. 56, 63, 566 S.E.2d 863, 866 (Ct. App. 2002) (noting, the federal rule “requires that a compulsory counterclaim be pleaded and adjudicated or all right of action thereon is foreclosed.”); *see also* Note to S.C. R. Civ. P. Rule 13 (stating, “Rules 13(a) through (i) are the same as the Federal Rules on counterclaims and cross-claims.”); and *Longphre v. Longphre*, No. E2006-00323-COA-R3-CV, 2007 Tenn. App. LEXIS 247, at \*20-21 (Ct. App. Apr. 25, 2007) (noting, “[o]ne of the purposes of this rule is ‘to insure against the ‘undesirable possibility ... whereby a party having a . . . compulsory counterclaim could avoid stating it ... by bringing an independent action in another court after the commencement of the [initial action].’” (citing *Twillman*, 566 S.E.2d at 865)).

Here, the Respondent alleges in its Foreclosure Complaint, filed Jan.23, 2024, that Wilson was in default since March 1, 2021. (Foreclosure Complaint at p. 6, ¶ 14). Therefore, the claim for a default for failure to pay the note when due was ripe when Appellant Wilson sued MERS in 2023, and Flagstar filed its cross-claim to reform the deed / mortgage on June 19, 2023. Not only has Respondent thus far avoided the requirement to have brought its foreclosure claim in the earlier filed action, but it now seeks to permanently extinguish Appellant Wilson’s rights in both cases.

As will also be set forth in the Record on Appeal in this matter, Appellant Wilson’s complaints to Flagstar about the failure to have the driveway deeded to him, as per his contract with the property seller, were the subject not one, but two “title claims,” by Flagstar to its title insurer, Chicago Title Insurance Company (“CTIC”). *See Exhibits 11 to 14, Appellant Wilson’s*

Joint Motion to Stay Foreclosure Action, filed April 8, 2025.<sup>3</sup> Respondent Lender has the ability to file a Closing Protection Letter<sup>4</sup> claim with CTIC, which Appellant Wilson intends to make part of his claims in the 2023 Fraud Action, upon remand / remittitur.

Respondent Lender, through its actions in these cases seeks to, in effect, strike the pleading of Appellant Wilson in the prior filed 2023 Fraud Action, as against it. See e.g., S.C. Cmty. Bank v. Salon Proz, LLC, 420 S.C. 89, 97-98, 800 S.E.2d 488, 492 (Ct. App. 2017) (remanding for determination of the nature of the claims / counterclaims). Because the Respondent Lender's agent, the loan closing attorney failed to procure the deed as required by Appellant Wilson's contract, and as it was underwritten by the Respondent Lender (*i.e.*, as an 8.24 acre tract),<sup>5</sup> Appellant Wilson has claims he can bring against Respondent in the 2023 Fraud Case that would impact the enforceability of the note and mortgage. *Id.* (noting claim was legal and compulsory, thus impacting the enforceability of the note). In addition, Respondent SPS has refused to turn over any discovery related to the sale of the Note from Flagstar Bank to it, thus indicating further a known defect in the Note, which required or encouraged it to be sold at a discount. See e.g., S.C. Code Ann. § 36-3-302; see also Rosemond v. Campbell, 288 S.C.

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<sup>3</sup> The Joint Motion was filed in each of Civil Action Nos. 2023-CP-26-02475 and 2024-CP-26-00567.

<sup>4</sup> See e.g., <https://www.stewart.com/en/real-estate-dictionary/closing-protection-letter-or-cpl> (explaining that a CPL “An indemnity is given to a lender from a title insurance company, agreeing to be responsible if the closing agent does not follow the lender's instructions or misappropriates the loan proceeds.”). Here, Wilson has made it clear and the documents obtained show that his closing attorney delegated preparation of the deed to another attorney, yet the Lender's “Instructions to Escrow/Title/Closing Agent” (closing instructions) at no. 1, required the Lender's Agent to do as follows: “Closing Agent to secure/prepare warranty deed.” (Exhibit 21, Joint Motion to Stay, at p. 4 of 5, filed April 8, 2025).

<sup>5</sup> See Exhibits 1 and 2 to Verified Complaint, filed April 19, 2023, in Case No. 2023-CP-26-02475, wherein Ex. 2 is the Respondent Lender's own underwriting appraisal showing Appellant Wilson receiving the 8.24 acres as per his contract (Exhibit 3 to Verified Complaint).

516, 523 n.3, 343 S.E.2d 641, 645 (Ct. App. 1986) (noting a “holder in due course’ is a person who is a holder of a negotiable instrument, who took it for value, in good faith, without notice that it is overdue or has been dishonored or of any defense against or claim to it on the part of any person.” (citations omitted) (underline emphasis added)).

**S.C. Code Ann. § 14-330(2) – “affecting a substantial right ...”**

Appellant Wilson brought declaratory judgment claims in his 2023 Fraud Case. In *Plaza Dev. Servs. v. Joe Harden Builder, Inc.*, 296 S.C. 115, 118, 370 S.E.2d 893, 895 (Ct. App. 1988), this Court stated, “[Section 330(2)] provides for an interlocutory appeal from an order affecting a substantial right when the order ‘in effect determines the action and prevents a judgment from which an appeal might be taken.’” If Appellant Wilson is not allowed to pursue his earlier filed claims versus Respondent Lender(s), then he will have been denied the “substantial right” he asserted when he joined MERS in the action in 2023. Had Wilson not taken such steps, this argument would not be available to him. The Respondent Lender seeks to have this Court simply ignore the prior procedural history.

In *Salmonsens v. CGD, Inc.*, 377 S.C. 442, 452-53, 661 S.E.2d 81, 87 (2008), our Supreme Court stated, “[p]ursuant to § 14-3-330(2), this Court has held on numerous occasions that when a trial court's order deprives a party of a mode of trial to which it is entitled to as a matter of right, such order is immediately appealable.” *Id.* (citing *Flagstar Corp. v. Royal Surplus Lines*, 341 S.C. 68, 72, 533 S.E.2d 331, 333 (2000)). The Supreme Court further stated in *Flagstar Corp.*, “the mode of trial analysis indubitably includes the consideration of the availability of trial. The question of the denial of an actual trial is intrinsic.” *Id.* If Appellant Wilson cannot pursue his claims as against Respondent Lender in the earlier filed action, he will

be deprived of his substantial rights, as well as his preferred mode of trial, which Respondent asserts ought to be “no trial at all.”

### **S.C. R. Civ. P. Rule 15**

Under Rule 15, Appellant Wilson has the right to amend his claims against Respondent Lender. The actions of Respondent Lender in these two cases seek to squelch and extinguish that right as well. Rule 15(a), states in relevant part, “A party may amend his pleading once as a matter of course at any time before or within 30 days after a responsive pleading is served ...” *Id.* In the underlying 2023 Fraud Action, several of the named Defendants have not even filed an Answer, only motions to dismiss (with prejudice) based on application of the discovery rule to the statute of limitations. As such, Appellant Wilson has a right to amend under Rule 15(a), as well as a right to move to amend, which shall be “shall be freely given when justice so requires and does not prejudice any other party,” to assert new claims not previously known to Appellant. This would include claims under the CPL referenced above, and / or to challenge the enforceability of the note due to the misconduct of the parties in procuring it fraudulently, including specifically the Respondent Lender’s agent.

### **CONCLUSION**

For the reasons set forth herein, Appellant Wilson respectfully requests Respondent’s Motion to Dismiss this Appeal be denied.

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ATTORNEYS FOR APPELLANT NICHOLAS F.  
WILSON

Greenville, South Carolina

March 9, 2026

**Table of Exhibits**

**Ex. 1** – Memo. in Opp. to SPS Motion to Dismiss, C/A No. 2023-CP-26-02475 (Jan. 28, 2026);

Mar 10 2026

SC Court of Appeals

IN THE COURT OF COMMON PLEAS  
15<sup>TH</sup> JUDICIAL CIRCUIT

Case No: 2023-CP-26-02475

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF Horry )

Nicholas F. Wilson, )  
 )  
Plaintiff, )

vs. )

Janet P. Gochenour; Janet P. Gochenour Trustee; )  
James B. Parker; James B. Parker, Sr.; Mary Ann )  
Parker; Kenneth Gregory Moore; R&G Corp., )  
d/b/a Century 21 The Harrelson Group; Patton )  
Development SC, LLC; Mortgage Electronic )  
Registration Systems, Inc.; Sonia M. Raymond; )  
Raymond Law Firm, P.A.; )  
 )  
Defendants. )

**PLAINTIFF’S MEMORANDUM  
IN OPPOSITION TO MOTION TO  
DISMISS OF DEFENDANT LENDER  
SELECT PORTFOLIO SERVICES, INC.,  
SUCCESSOR TO FLAGSTAR BANK,  
N.A., SUCCESSOR TO MORTGAGE  
ELECTRONIC REGISTRATION  
SYSTEMS, INC.**

ELECTRONICALLY FILED - 2026 Jan 28 8:37 AM - Horry - COMMON PLEAS - CASE#2023CP2602475

Plaintiff respectfully submits this Response in Opposition to the Motion to Dismiss by Select Portfolio Services, Inc., Successor to Flagstar Bank, N.A., Successor to Mortgage Electronic Registration Systems, Inc. (hereafter “Lender” or “SPS”) (filed April 3, 2025) with a Memorandum in Support (filed Nov. 10, 2025). Plaintiff additionally responds herein with its position on the other five motions set to be heard on Monday, Feb. 2, 2026, currently identified as Nos. 1-4, and 6 on the Court’s Motion Roster, as follows:

- 1. Motion/Dismiss,<sup>1</sup> James B Parker-DEF (filed Feb. 14, 2024);
- 2. Motion/Quash Subpoena, <sup>2</sup> Raymond Law Firm PA-DEF (filed Feb. 12, 2025);

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<sup>1</sup> This motion is essentially a copy-cat of the motions to dismiss currently on appeal as Case No. 2024-000440. On Jan. 14, 2025, the Court of Appeals letter to “Ms. Gochenour, Mr. Parker Sr., Mr. Parker, and Ms. Parker” in Case No. 2024-000440 stated as follows, “As of today's date, this Court has not received your respondents initial briefs. Therefore, this appeal will proceed without consideration of your respondents initial briefs.” (*Id.*).

3. Motion/Substitute Parties,<sup>3</sup> Flagstar Bank NA-DEF (filed Feb. 18, 2025);
4. Motion/Quash Subpoenas,<sup>4</sup> Raymond Law Firm PA-DEF (filed Mar. 17, 2025);
5. **Motion/Dismiss (SPS not substituted), Flagstar Bank DEF (filed Apr. 3, 2025);** and
6. Motion/Stay,<sup>5</sup> Nicholas F Wilson-PLT (filed Apr. 8, 2025).

(Docket Report, Jan. 28, 2025, Case No. 2023-Cp-26-02475).

Accordingly, it is believed only the Motion to Dismiss with Prejudice identified as No. 5 above could be ripe to be heard. However. That motion is also not proper for consideration at this time for the reasons set forth herein.

Movant Lender / Flagstar / SPS states in its motion to dismiss, filed April 3, 2025, as follows:

As noted, SPS now holds the lien previously held by Flagstar. SPS hereby disclaims interested party status to Plaintiff's declaratory judgment action and withdraws the affirmative counter and cross claim for declaratory judgment asserted by Flagstar.

Therefore, having no interest remaining in this action, SPS respectfully moves the Court to dismiss SPS with prejudice pursuant to Rule 41(a)(2), SCRCP.

Id. (underline emphasis added).

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<sup>2</sup> This motion sought quashing of a four (4) subpoenas, as follows: (1) Inabnit & Dingle P.A.; (2) Kal Kassel, (3) Johnson Land and Timber, LLC, and (4) T2 Financial LLC. It is believed the subpoena recipients have all responded and therefore, this motion is moot.

<sup>3</sup> This motion is not opposed by Plaintiff apart from Plaintiff's request for the documents showing the details of the transfers of his loan from MERS to Flagstar Bank to SPS, which has been refused.

<sup>4</sup> This motion sought quashing of two (2) subpoenas: (1) to Ken Jordan, the property surveyor; and (2) Chicago Title, the title insurer and holder of rights under a Closing Protection Letter for the benefit of Lendr / SPS. It is believed the subpoena recipients have all responded and therefore, this motion is also moot.

<sup>5</sup> Plaintiff's Motion to Stay, which was also filed in the Foreclosure Action, case No. 2024-CP-26-00567 is now the subject of Appellate Case No. 2025-002471, with the case status as "awaiting transcript."

In its Memorandum filed Nov. 10, 2025, SPS further states, “Since SPS has disclaimed any interest remaining in this action and Plaintiff’s motion to stay should be denied, SPS respectfully requests that the Court grant its motion to dismiss with prejudice pursuant to Rule 41(a)(2), SCRCP.” (*Id.*).

### **Applicable Law - Standard of Review**

“A motion to dismiss under Rule 12(b)(6) should not be granted if facts alleged and inferences reasonably deductible therefrom would entitle the plaintiff to relief on any theory of the case.” *Flateau v. Harrelson*, 355 S.C. 197, 202, 584 S.E.2d 413, 415 (Ct. App. 2003). “The question is whether, in the light most favorable to the plaintiff and with every doubt resolved in his behalf, the complaint states any valid claim for relief.” *Patterson v. Witter*, 418 S.C. 66, 76, 791 S.E.2d 294, 300 (Ct. App. 2016).

In *Skydive Myrtle Beach v. Horry Cty.*, 426 S.C. 175, 189, 826 S.E.2d 585, 592 (2019), our Supreme Court stated:

A circuit court does not have “discretion” to dismiss a complaint with prejudice for failure to state a claim under Rule 12(b)(6) without at least considering whether to allow leave to amend under Rule 15(a). Under Rules 12(b)(6) and 15(a), the circuit court may not dismiss a claim with prejudice unless the plaintiff is given a meaningful chance to amend the complaint, and after considering the amended pleading, the court is certain there is no set of facts upon which relief can be granted.

*Id.* (underline emphasis added).

### **APPLICATION**

It is well known to all that have participated in these matters<sup>6</sup> that the Plaintiff has a First [proposed] Amended Complaint, filed on Dec. 5, 2024, that is the subject of Appellate Case No.

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<sup>6</sup> Pursuant to the order of this Court dated, Jan. 28, 2025, Plaintiff took the depositions of Defendants James. B. Parker and Janet Gochenour in Myrtle Beach, pursuant to Rule 27, SCRCP.

2024-000440). It is also well known that Plaintiff necessarily must replead also to add Ramon Parker as a necessary party to reform the deed and also add in a Declaratory Judgment claim to specifically reform the mortgage (consistent with the crossclaim of the Lender, filed June 19, 2023, see below). A filing to reform the mortgage necessitates the presence of the Lender to remain in this the first-filed case.

On June 19, 2023, the Lender<sup>7</sup> filed its “Answer, Counterclaims, and Crossclaims of Flagstar Bank, N.A., incorrectly identified in the caption as Mortgage Electronic Registration Systems, Inc.,” alleging as follows on page 17 of 19 at ¶¶’s 168 to 171:

168. Upon information and belief, Defendant Janet was contractually obligated to convey the driveway/Tract D to Plaintiff, yet failed to do so.

169. The contract between Defendant Janet and Plaintiff was enforceable and valid.

170. As a result of the facts detailed above and in Plaintiff’s Verified Complaint, Plaintiff did not receive title to the driveway/Tract D, as shown on the Original Survey, and Defendants Mary Ann Parker, Jim Parker, and James Parker benefitted by the same.

171. As a result of the facts detailed above and in Plaintiff’s Verified Complaint, Defendants Mary Ann Parker, Jim Parker, and James Parker remained as owners or maintained ownership rights in the driveway in contradiction of the contract between Plaintiff and Defendant Janet.

(Id.) (underline emphasis added).

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<sup>7</sup> In the Foreclosure Action, Case No. 2024-CP-26-00567 and Case No. 2025-00, the Lender alleges a default on payments since March 1 2021. (Complaint, filed Jan. 23, 2024, stating in ¶ \_\_, as follows: “Plaintiff ... alleges that the installments of principal and interest falling due from and after March 1, 2021 have not been paid [and Plaintiff SPS declares] the entire balance of said principal and interest due and payable at once.” Id. On information and belief, the Lender withheld o its foreclosure because it knew of the defects in the title. See Plaintiff Wilson’s Motion to Stay, filed Apr. 28, 2025, at Exhibit Nos. 11-14, showing two title claims filed by Flagstar with Chicago Title, each of which was denied because the closing attorney’s file showed “a review of the Property’s chain of title shows that the Grantor did not own the Driveway Tract, and therefore, could not have conveyed the Driveway Tract to the Borrower.” (Id. at Ex. 13, at p. 3 of 3).

In ¶¶'s 175-176 of that same Crossclaim filed June 19, 2023, the Lender sought a Declaratory Judgment under S.C. Code Ann. § 15-53-10, as follows:

175. Based upon the facts as set forth herein, in Plaintiff's Verified Complaint, and in the public record, under S.C. Code § 15-53-10 et seq., the Uniform Declaratory Judgments Act, Plaintiff is entitled to an order from this Court declaring his ownership of the driveway/Tract D.

176. Based upon the facts as set forth herein, in Plaintiff's Verified Complaint, and in the public record, under S.C. Code § 15-53-10 et seq., the Uniform Declaratory Judgments Act, Flagstar is entitled to an order from this Court declaring that its mortgage encumbers the driveway/Tract D.

(Id.) (underline emphasis added).

The above claims and crossclaims were all pending in this action when it was appealed on March 17, 2024. Accordingly, here, on remand, Plaintiff would be amending its claims to specifically seek the same relief formerly sought by the Lender in this the first-filed 2023 action.

### **CONCLUSION**

For at least the reasons set forth herein and in the accompanying documents and information filed and of record in this action, and incorporated by reference herein, the Motions to Dismiss of the Lender must be denied.

**WESLEY D. FEW, LLC**

s/Wes Few/

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ATTORNEYS FOR PLAINTIFF

Greenville, South Carolina  
Jan. 28, 2026

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**Mar 10 2026**

**SC Court of Appeals**

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IN THE COURT OF  
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15<sup>th</sup> Judicial Circuit

Alan D. Clemmons, Master-in-Equity

Appellate Case No.: 2025-002471

CASE NO.: 2024-CP-26-00567

Select Portfolio Servicing, Inc., Respondent,

v.

Nicholas Wilson a/k/a Nicholas F. Wilson; SoFi Lending Corp.; Wells Fargo Bank, N.A.; and

Midland Credit Management, Inc., Defendants,

of which Nicholas Wilson a/k/a Nicholas F. Wilson is the Appellant.

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ATTORNEYS FOR APPELLANT

**PROOF OF SERVICE**

I, Cassy Young, On behalf of the law office of Wesley D. Few, LLC, attorneys for Appellant in this matter, do hereby certify that I have served the below parties and / or their counsel of record by Email / E-File as set forth below on this date in this action with a copy of the document(s) listed below.

**1) Appellant’s Return in Opposition to Motion to Dismiss Appeal**

The Hon. Jenny Abbott Kitchings, Clerk of Court  
South Carolina Court of Appeals  
Columbia, South Carolina 29211  
[ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)

Sean Matthew Foerster - [Sean.Foerster@rogerstownsend.com](mailto:Sean.Foerster@rogerstownsend.com)

/s/Cassy Young  
Cassy Young

Columbia, South Carolina  
March 9, 2026