

THE SOUTH CAROLINA COURT OF APPEALS

Reliance First Capital, LLC,

Appellate Case No. 2026-000306

Respondent,

v.

Nikia Renee Noisette and
Arbor Oaks Homeowners Association,

Defendants

Appeal of Nikia Renee Noisette.

RECEIVED

Apr 02 2026

SC Court of Appeals

SECOND MOTION FOR EXTENSION OF TIME

TO SERVE RECORD ON APPEAL AND FILE APPELLANT'S BRIEF

Appellant, Nikia Renee Noisette, respectfully moves this Honorable Court for an extension of time to serve the Record on Appeal and file the Appellant's Brief, and states as follows:

1. Procedural Background

- 1. Appellant timely filed a Notice of Appeal in this matter.**
- 2. On March 19, 2026, this Court entered an Order extending the deadline for the Appellant's Brief to April 3, 2026.**

2. Record on Appeal Not Yet Finalized

3. The Record on Appeal has not yet been finalized or served because the underlying lower court record is incomplete and materially inaccurate.

4. The Record on Appeal must accurately reflect:

- The filings and proceedings before the lower court;
- The transcript of the hearing;
- The legal characterization of Appellant's motions;
- Jurisdictional objections raised by Appellant;
- Omitted filings and materials contained within the lower court file but not reflected in the record.

3. Motion to Settle and Correct Record Filed in Lower Court

5. On April 1, 2026, Appellant filed in the lower court a:

Motion to Settle, Correct, and Supplement the Record

6. That motion seeks to correct material issues in the record, including:

- Omitted proceedings and communications, including the July 1, 2025 status conference;
- Mischaracterization of Appellant's Rule 60(b)(4) motion as a general Rule 60(b) motion;
- Material inaccuracies in the transcript, including an incorrect implication that Appellant acknowledged service;

- Omission of Appellant's express jurisdictional objections regarding lack of service and lack of personal jurisdiction;
- Omitted filings contained within the lower court file but not reflected in the record.

7. A copy of Appellant's Motion to Settle, Correct, and Supplement the Record, filed in the lower court on April 1, 2026, including all attachments and exhibits thereto, is attached hereto as Exhibit A.

4. Necessity of Correction Before Record on Appeal

- 8. The Record on Appeal cannot be properly prepared, served, or certified until the lower court resolves the pending motion and settles the record.**
- 9. Proceeding with an incomplete or inaccurate record would materially impair appellate review and result in prejudice to Appellant, including:**
- Reliance on an inaccurate transcript;
 - Omission of jurisdictional objections;
 - Incomplete representation of the procedural history of the case.
- 10. These deficiencies directly affect the integrity of the Record on Appeal and the ability of this Court to conduct meaningful review.**

5. Good Cause for Extension

11. Good cause exists because:

- The issues requiring correction are material and jurisdictional in nature;
- The record must be accurate before it can be transmitted to the appellate court;
- Appellant has acted promptly to address these issues through proper procedural channels.

12. This request is made in good faith and not for purposes of delay.

6. Relief Requested

WHEREFORE, Appellant respectfully requests that this Court:

- 1. Grant an extension of time to serve and file the Record on Appeal;**
- 2. Grant an extension of time to file the Appellant's Brief;**
- 3. Extend all applicable deadlines to:**

Fourteen (14) days after the lower court settles and certifies the record on appeal,

or such other time as this Court deems just and proper;

4. Grant such other and further relief as the Court deems appropriate.

EXHIBIT LIST

- **Exhibit A – Motion to Settle, Correct, and Supplement the Record
(filed April 1, 2026, including all attachments and exhibits thereto)**

Respectfully submitted,



Nikia Renee Noisette

Appellant

402 Arbor Oaks Drive

Summerville, SC [29485]

Date: April 1, 2026

Exhibit
A

CERTIFIED COPY

State of South Carolina	2026 APR -1 PM 5:17	In the Common Pleas
County of <u>Dorchester</u>	<u>1st</u>	Judicial Circuit
CLERK OF COURT DORCHESTER COUNTY		

Plaintiff(s): <u>Reliance First Capital</u> <u>UG</u>	Case No. <u>2024-CP-18-00207</u>
vs.	
Defendant(s): <u>Nikia Renee Nowette</u> <u>Arbor Oaks Homeowner</u>	

Motion and Order Information Form and Coversheet

Plaintiff's Attorney: Self - Represented

Bar Number: _____

Address: 402 Arbor Oaks Dr Summerville SC 29485

Phone Number: 843-377-9103

Email: NikiaNowette@gmail.com

Fax: _____

Other: _____

Defendant's
Attorney: _____

Bar
Number: _____

Address: _____

Phone
Number: _____

Email: _____

Fax: _____

Other: _____

Select Applicable Checkbox: *whichever IS applicable*

- | |
|--|
| ☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) |
| ☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) |
| ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III) |

SECTION I: Hearing Information

Nature of
Motion: *Motion to Settle, Correct, and Supplement the Record
for Record on Appeal*

Estimated
Time Needed: _____

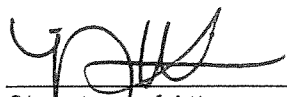
Court Reporter
Needed: _____

SECTION II: Motion / Order Type

Select Applicable Checkbox:

- ☒ Written motion attached
☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.



Signature of Attorney for (Check One):

April 1, 2026

Date Submitted

- ☐ Plaintiff(s)
☒ Defendant(s)

SECTION III: Motion Fee

Check Applicable Checkbox:

☒ Paid

Amount Paid: \$ 25.00

☐ Exempt:

Check Reason:

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status
☐ State Agency v. Indigent Status
☐ Sexually Violent Predator Act
☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Execution (Rule 69, SCRCP)
☐ Motion for Publication
☐ Proposed Order Submitted at Request of the Court; or, Reduced to Writing from Motion Made in Open Court Per Judge's Instructions

Name of Court Reporter: _____

☐ Other _____

Judge's Section

Check Reason: ☐ Motion Fee to be paid upon filing of the attached order.

☐ Other _____

Judge's Signature

Judge's Code

Date of Signature

Clerk's Verification

Collected By: _____ Date Filed: _____

☐ Motion Fee Collected: \$ _____

☐ Contested: \$ _____

Custodial Parent (if applicable): _____

Exhibit
A

FILED-RECORD

2026 APR -1 PM 5: 07

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

CHERYL GRAHAM
CLERK OF COURT

DORCHESTER COUNTY) 1st JUDICIAL CIRCUIT

) CASE NUMBER: 2024CP1800207

) Honorable James E. Chellis, Master In Equity

Reliance First Capital LLC)

Plaintiff)

) Motion To Settle, Correct, And Supplement
The Record

vs.)

Nikia Renee Noisette)

Defendant)

) April 1, 2026

CERTIFIED COPY
2026 APR -1 PM 5: 16
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

MOTION TO SETTLE, CORRECT, AND SUPPLEMENT THE RECORD

Defendant, Nikia Renee Noisette, respectfully moves this Court for an Order settling, correcting, and supplementing the record so that it accurately reflects the procedural history and proceedings in this matter, and to ensure that a complete and accurate Record on Appeal may be prepared, served, and certified for appellate review.

1. Purpose of Motion

This Motion is made to ensure that the record is complete, accurate, and faithful to the proceedings as they occurred, and sufficient to permit meaningful review.

Certain proceedings, communications, filed materials, and portions of the hearing transcript are not fully reflected in the current record and, in material respects, are inaccurate.

2. Omitted Procedural Events and Communications

A. Status Conference (July 1, 2025)

A status conference was scheduled and conducted on or about July 1, 2025, as evidenced by email correspondence issued by the Court and communications among the Court and parties. This proceeding does not appear on the docket.

B. Court Recharacterization of Defendant's Rule 60(b)(4) Motion

Email correspondence from the Court dated July 1, 2025 reflects that Defendant's filings were "broadly" treated as a motion under Rule 60(b), SCRCP.

However, Defendant's filings specifically asserted that the judgment is void due to lack of service of process and lack of jurisdiction grounds arising under Rule 60(b)(4), SCRCP(Exhibit F& G).

This distinction is material:

- Rule 60(b)(4) applies where a judgment is void and requires relief as a matter of law;
- General Rule 60(b) provisions involve discretionary relief.

The Court's recharacterization alters the legal standard applied and is not reflected in the record.

C. Scheduling and Procedural Communications

Email communications between the Court and parties reflect coordination of hearing dates and procedural handling that are not reflected in the record.

D. November 7, 2024 Filing – Motion to Void Judgment

Defendant filed a Motion to Void Judgment on or about November 7, 2024.

The record does not accurately reflect the procedural posture of that filing, including its classification and consideration. This omission is material to the issues of jurisdiction and due process.

E. Filed Materials Not Reflected in the Record

Certain filings submitted by Defendant are contained within the case file but are not reflected as part of the record upon which the Court's determinations were made.

A complete and accurate record must reflect both:

- The existence of filings; and
- Their inclusion in the proceedings considered by the Court.

The omission of these materials impairs meaningful review and obscures issues central to jurisdiction, service of process, and standing.

3. Inaccuracies and Omissions in Transcript

A. Omitted Identity Discussion

The transcript does not reflect discussion regarding verification of the identity of "Ronald Noisette," including reference to record searches.

B. Omitted Process Server Information

The transcript does not reflect statements regarding information presented about the process server.

C. Inaccurate Duration of Hearing

The transcript reflects an end time of 10:52 AM; however, the hearing continued to approximately 11:25 AM, indicating omitted portions.

D. Material Misstatement Regarding Service of Process

The transcript contains a material and substantive inaccuracy at Page 19, Line 14.

The transcript reflects language suggesting that Defendant acknowledged or implied that service had been effected. This is incorrect.

At no time did Defendant state that she was served, nor did Defendant state that any individual residing in her home was served.

To the contrary, Defendant consistently maintained that she was not served and that the Court lacked jurisdiction.

This misstatement materially alters a threshold jurisdictional issue and is prejudicial.

Accordingly, the transcript must be corrected to reflect that:

- Defendant denied being served;
- Defendant denied that any proper service occurred;
- Defendant asserted lack of jurisdiction.

E. Omitted Jurisdictional Statement

The transcript does not reflect Defendant's express statement asserting lack of service and lack of jurisdiction.

F. Reliability of Transcript

The cumulative omissions and inaccuracies render the transcript unreliable and require correction before the record can be settled.

4. Materiality and Jurisdictional Impact

The omissions and inaccuracies identified herein are material and go directly to:

- Service of process
- Personal jurisdiction
- Standing

Service of process is a prerequisite to jurisdiction. Where service is not properly effected, proceedings are void.

The burden rests with Plaintiff. The current record does not demonstrate that this burden was met.

Authority must be established on the record—not presumed.

5. Principles of Equity, Standing, and Due Process

This Court, sitting in equity, is governed by the requirement that jurisdiction and standing be established as a threshold matter before relief may be granted.

It is well-settled that:

- Proper service of process is a prerequisite to personal jurisdiction;
- A judgment entered without proper service is void ab initio;
- A void judgment is subject to relief under Rule 60(b)(4), SCRCp, as a matter of law, not discretion.

See Rule 60(b)(4), SCRCp.

Further, the burden of establishing valid service rests upon the Plaintiff.

Where the record does not affirmatively demonstrate proper service, jurisdiction cannot be presumed.

Due process requires:

- Notice reasonably calculated to apprise parties of the action; and
- A meaningful opportunity to be heard.

U.S. Const. amend. XIV;

S.C. Const. art. I, §§ 3, 9.

An incomplete or inaccurate record—particularly one that misstates or omits jurisdictional objections—prevents meaningful review and undermines these constitutional protections.

Additionally, Rule 52(a), SCRCF requires that findings be supported by the record, and Rule 53, SCRCF requires that proceedings before the Master be reviewable upon a complete and accurate record.

Where the record is materially inaccurate or incomplete, the Court’s ability to determine:

- Whether service was valid,
- Whether jurisdiction exists, and
- Whether Plaintiff had standing

is impaired.

Equity will not permit jurisdiction to rest upon omission, misstatement, or presumption.

6. Concerns Regarding Transcript Preparation

The transcript was prepared by a court reporter retained by Plaintiff’s counsel.

The material misstatement at Page 19, Line 14 raises serious concerns regarding accuracy and neutrality.

Where a transcript reflects statements not made on a dispositive issue, the integrity of the record is compromised and must be corrected.

7. Relief Requested

WHEREFORE, Defendant respectfully requests:

1. Settlement and correction of the record;
2. Inclusion of all omitted filings and communications;
3. Correction and supplementation of the transcript;
4. Direction to Clerk and/or court reporter for corrections;
5. Certification of a complete record for appellate review;
6. Such further relief as is just and proper.

Supplemental Record from Lower Court

Defendant submits the following exhibits to ensure a complete and accurate record. Dates are included to preserve chronology and prevent mischaracterization of filings and proceedings.

SECTION I – COURT COMMUNICATIONS

- Exhibit A – Status Conference Email

(Dated July 1, 2025)
- Exhibit B – Court Communications Regarding Rule 60(b) Treatment

(Dated July 1, 2025)
- Exhibit C – Scheduling Communications

(Dates reflected within emails)

- Exhibit D – Correspondence Regarding Defendant Filings
(Dated November 7, 2024 and related communications)
- Exhibit E – Email from Court Regarding Rule 60(b) Classification
(Dated July 1, 2025)

SECTION II – DEFENDANT FILINGS

- Exhibit F – Motion to Void Judgment (Rule 60(b)(4))
(Filed November 7, 2024)
- Exhibit G – Clarification of Prior Filing – Motion to Void Judgment
(Filed June 4, 2025)
- Exhibit H – Motion to Set Aside Foreclosure Sale and Supporting Documents
(Filed June 5, 2025)
- Exhibit I – Declaration of Equity Loss and Double Recovery
(Filed June 5, 2025)
- Exhibit J – Motion to Dismiss Foreclosure Action (and related filings)
(Filed February 27, 2025 and subsequent filings)
- Exhibit K – Notice of Interest
(Date Filed: 9/16/2024)

SECTION III – CORE FORECLOSURE FILINGS

- Exhibit L – Summons and Notice
(Filed February 7, 2024 at 2:46 PM)
- Exhibit M – Complaint (Plaintiff)
(Filed February 7, 2024 at 2:46 PM)
- Exhibit N – Affidavit of Default
(Filed March 20, 2024 at 6:09 PM)
- Exhibit O – Order of Reference
(Filed March 21, 2024 at 1:38 PM)
- Exhibit P – Affidavit of Debt (Master's Exhibit)
(Filed May 21, 2024)
- Exhibit Q – Note and Mortgage (Master's Exhibit)
(Filed May 21, 2024)
- Exhibit R – Affidavit of Attorney's Fees and Costs
(Filed May 21, 2024)

SECTION IV – SERVICE OF PROCESS

- Exhibit S – Affidavit of Non-Service
(Filed February 21, 2024 at 1:48 PM; File No. 24-40723)
- Exhibit T – Affidavit of Service (Purported Service on Defendant)
(Filed February 21, 2024 at 1:48 PM)

SECTION V – ORDERS, HEARINGS & JUDGMENTS

- Exhibit U – Order of Foreclosure and Sale
(Dated May 23, 2024 at 12:07 PM)
- Exhibit V – Record of Hearing
(Filed May 23, 2024 at 4:31 PM)
- Exhibit W – Certificate of Service (Post-Judgment Notice)
(Filed June 12, 2024 at 10:36 AM)
- Exhibit X – Court Order (Post-Judgment)
(Dated October 22, 2024 at 12:14 PM)
- Exhibit Y – Judgment Entry
(Filed June 5, 2025 at 4:32 PM)
- Exhibit Z – Report of Sale and Disbursement (Filed May 29, 2025 at 11:35am)

- Exhibit Z – Notice Terminating Automatic Stay

(Filed May 13, 2025)

- Exhibit AA – Notice of Lawful Claim to Surplus Equity

(Filed May 23, 2025 at 8:42 PM)

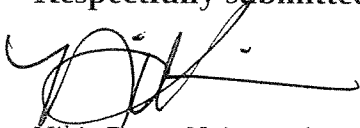
- Exhibit AB – Notice of Demand for Proof of FHA Claim and Release of Interest

(Filed May 27, 2025)

- Exhibit AC – Meeting of Creditors Filing

(Filed July 23, 2025)

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Nikia Renee Noisette', with a long horizontal flourish extending to the right.

Nikia Renee Noisette, Appellant

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion to Settle, Correct, and Supplement the Record has been served upon counsel for Respondent, James M. Page, Esq., by [U.S. Mail / electronic mail / hand delivery / e-filing], addressed as follows:

James M. Page, Esq.

Bell Carrington Price & Gregg, LLC

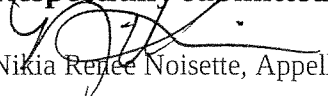
339 Heyward Street, 2nd Floor

Columbia, South Carolina 29201

Email: mpage@bellcarrington.com

This 1st day of April, 2026.

Respectfully submitted,


Nikia Renee Noisette, Appellant

Date: April 1, 2026

Exhibit A



nikia noisette <nikianoisette@gmail.com>

FILED-RECORDED

RE: Accepted: 2024CP1800207 Status Conference @ Tue Jul 1, 2025 10am - 10:30am (EDT) (James Chellis)

7 messages

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

James Chellis <JChellis@dorchestercountysc.gov>

Tue, Jul 1, 2025 at 10:46 AM

To: nikia noisette <nikianoisette@gmail.com>, "mpage@bellcarrington.com" <mpage@bellcarrington.com>

Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>

Ms. Noisette And Mr. Page,

Upon review of the filings made by Mrs. Noisette, I think they broadly fall under a Rule 60(b) motion to set aside a judgment.

Rule 60 (b) states:

2026 APR -1 PM 5:16
CERTIFIED COPY
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

(b) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, etc. On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud, misrepresentation, or other misconduct of an adverse party;
- (4) the judgment is void;
- (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application.

The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than one year after the judgment, order or proceeding was entered or taken. A motion under this subdivision (b) does not affect the finality of a judgment or suspend its operation. This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to set aside a judgment for fraud upon the court. During the pendency of an appeal, leave to make the motion must be obtained from the appellate court. Writs of coram nobis, coram vobis, audita querela, and bills of review and bills in the nature of a bill of review, are abolished, and the procedure for obtaining any relief from a judgment shall be by motion as prescribed in these rules or by an independent action.

SCRCP 60

Exhibit A

Since, Ms. Noisette is not a lawyer but is appearing pro se, I will treat the filings together as a motion for relief under Rule 60(b).

Mr. Page please procure a court reporter for the matter.

We will schedule a hearing on the Defendant's variously filed documents as soon as reasonably possible. I will have Ms. Kizer schedule the hearing for ½ day in order to give the parties adequate time to present their respective positions.

With Kind regards,



Judge James E Chellis
Equity Division

Court of Common Pleas

Dorchester County
5200 Jim Bilton Blvd.

Saint George, SC 29477
Office: 8438320001
Email: JChellis@dorchestercountysc.gov



-----Original Appointment-----

From: Google Calendar <calendar-notification@google.com> **On Behalf Of** nikia noisette

Sent: Tuesday, July 1, 2025 9:56 AM

To: James Chellis

Subject: Accepted: 2024CP1800207 Status Conference @ Tue Jul 1, 2025 10am - 10:30am (EDT) (James Chellis)

When: Tuesday, July 1, 2025 10:00 AM-10:30 AM (UTC-05:00) Eastern Time (US & Canada).

Where: Microsoft Teams Meeting

[EXTERNAL - This message originated outside our organization. Use caution when clicking links or opening attachments.]

Exhibit A

nikia noisette has accepted this invitation.

?Microsoft Teams Need help

Join the meeting now

Meeting ID: 297 577 240 688 2

Passcode: qW9hH6ur

For organizers: Meeting options

When

Tuesday Jul 1, 2025 · 10am – 10:30am (Eastern Time - New York)

Location

Microsoft Teams Meeting

[View map](#)

Guests

James Chellis - organizer

nikia noisette - creator

mpage@bellcarrington.com

Meagan Kizer

[View all guest info](#)

Invitation from Google Calendar

You are receiving this email because you are an attendee on the event.

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. Learn more

exhibit
A

nikia noisette <nikianoisette@gmail.com>
To: Chakora Consular <chakoramoores@gmail.com>

Tue, Jul 1, 2025 at 11:15 AM

Sapere Audre
[Quoted text hidden]

Martin Page <mpage@bellcarrington.com>
To: James Chellis <JChellis@dorchestercountysc.gov>, nikia noisette <nikianoisette@gmail.com>
Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>

Tue, Jul 1, 2025 at 12:57 PM

Judge Chellis,

Understood. I will arrange for a court reporter at the hearing.

Thanks,

Martin

J. Martin Page, Esq.

Bell Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
(803) 509-5078



BELL CARRINGTON PRICE & GREGG
ATTORNEYS AT LAW

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notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

[Quoted text hidden]

Meagan Kizer <MKizer@dorchestercountysc.gov>

Tue, Aug 5, 2025 at 11:36 AM

To: Martin Page <mpage@bellcarrington.com>, James Chellis <JChellis@dorchestercountysc.gov>, nikia noisette <nikianoisette@gmail.com>

We are needing to get this case set for a hearing. Please let me know which date will work best:

Available hearing dates:

9/8 @ 10:30

9/15 @ 10

9/18 @ 10:30

9/22 @ 10

10/6 @ 10:30

10/9 @ 10

10/13 @ 10

 (Meagan Kizer)

[Quoted text hidden]

Martin Page <mpage@bellcarrington.com>

Tue, Aug 5, 2025 at 11:46 AM

To: Meagan Kizer <MKizer@dorchestercountysc.gov>, James Chellis <JChellis@dorchestercountysc.gov>, nikia noisette <nikianoisette@gmail.com>

Meagan,

The following will work for me:

9/18 @ 10:30

10/6 @ 10:30

10/9 @ 10

10/13 @ 10

Thanks!

J. Martin Page, Esq.

Bell Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
(803) 509-5078



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ATTORNEYS AT LAW

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[Quoted text hidden]

nikia noisette <nikianoisette@gmail.com>

Mon, Aug 11, 2025 at 12:26 PM

To: Martin Page <mpage@bellcarrington.com>

Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>, James Chellis <JChellis@dorchestercountysc.gov>

Dear Meagan,

I apologize for the delayed response, I have just been discharged from the hospital as of August 6 and am now reviewing my schedule.

Based on the dates provided, my availability is as follows:

- September 22, 2025 at 10:00 AM (preferred)
- October 6, 2025 at 10:30 AM (alternative)

Please confirm which of these dates will work best for scheduling.

Thank you for your patience and understanding.

Sincerely,

Nikia Renee: Noisette

Executor and Heir Apparent for the NIKIA RENEE NOISETTE Estate

Fiduciary for the Migdel-El Magdalena Ecclesiastical Trust

[Quoted text hidden]

Meagan Kizer <MKizer@dorchestercountysc.gov>

Tue, Aug 12, 2025 at 12:39 PM

To: nikia noisette <nikianoisette@gmail.com>, Martin Page <mpage@bellcarrington.com>

Cc: James Chellis <JChellis@dorchestercountysc.gov>

I have added c/n 2024CP1800207 to the 10/6 roster @10:30. The moving party should send notice of the hearing to all parties and hire a Court Reporter.



Meagan Kizer

[Quoted text hidden]



nikia noisette <nikianoisette@gmail.com>

2024CP1800207 Status Conference

3 messages

Meagan Kizer <MKizer@dorchestercountysc.gov>

Mon, Jun 30, 2025 at 12:52 PM

To: Meagan Kizer <MKizer@dorchestercountysc.gov>, "mpage@bellcarrington.com" <mpage@bellcarrington.com>, "nikianoisette@gmail.com" <nikianoisette@gmail.com>

Microsoft Teams Need help?**Join the meeting now**

Meeting ID: 297 577 240 688 2

Passcode: qW9hH6ur

For organizers: Meeting options

**invite.ics**

4K

nikia noisette <nikianoisette@gmail.com>

Tue, Jul 1, 2025 at 10:47 AM

To: Meagan Kizer <MKizer@dorchestercountysc.gov>

Hey Meagan!

I hope all is well. May you please tell the Honorable James E Chellis. I will take his suggestion and get with the Bank and Mr. James M. Page to see about getting my Title.

This entire process has been extremely frustrating and difficult for me especially because this matter has been void from the start.

I am legally disabled, a woman of God, and perimenopausal. I am seeking equity.

[Quoted text hidden]

nikia noisette <nikianoisette@gmail.com>

Tue, Jul 1, 2025 at 11:29 AM

To: Meagan Kizer <MKizer@dorchestercountysc.gov>

Disregard my last email. I didn't realize that Judge Chellis already set a date for my void order.

4/1/26, 2:03 PM

Gmail - 2024CP1800207 Status Conference

✓ A

Thank you,
Nikia R Noisette
Executor/Fiduciary Nikia R Noisette Bankruptcy Estate 24-03822
Trustee, of Migdel El Magdalena Ecclesiastical Trust

On Mon, Jun 30, 2025 at 12:52 PM Meagan Kizer <MKizer@dorchestercountysc.gov> wrote:
[Quoted text hidden]

Exhibit
A

nikia noisette <nikianoisette@gmail.com>

Motion Hearing Reliance First Capital vs. Noisette 2024-CP-18-00207

13 messages

Martin Page <mpage@bellcarrington.com>

Fri, Nov 7, 2025 at 9:23 AM

To: Meagan Kizer <MKizer@dorchestercountysc.gov>

Cc: James Chellis <JChellis@dorchestercountysc.gov>, "nikianoisette@gmail.com" <nikianoisette@gmail.com>

Meagan,

Hope you are doing well. Would we be able to schedule this matter for a virtual status conference?

Thanks,

Martin

J. Martin Page, Esq.

Bell Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
(803) 509-5078



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ATTORNEYS AT LAW

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nikia noisette <nikianoisette@gmail.com>

Fri, Nov 7, 2025 at 9:54 AM

To: Martin Page <mpage@bellcarrington.com>

Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>, James Chellis <JChellis@dorchestercountysc.gov>

Good morning,

[EXTERNAL - This message originated outside our organization. Use caution when clicking links or opening attachments.]

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nikia noisette <nikianoisette@gmail.com>
To: James Chellis <JChellis@dorchestercountysc.gov>

Fri, Nov 7, 2025 at 4:10 PM

Dear Judge Chellis,

I, Nikia Renee: Noisette, in my capacity as Executor and Trustee of the Migdel-El Magdalena Ecclesiastical Trust and Heir Apparent of the NIKIA R. NOISETTE Estate, wish to make a lawful and special visitation before the Court rather than participate virtually.

I come in good faith and with respect for the Court, mindful of my responsibilities before God and conscience. My purpose is limited to assisting the Court in clarifying matters of jurisdiction and administration, and I am grateful for the Court's time and courtesy in doing so.

Respectfully,

Nikia Renee: Noisette
Executor / Trustee / Heir Apparent
Migdel-El Magdalena Ecclesiastical Trust
In Propria Persona Sui Juris

[Quoted text hidden]

nikia noisette <nikianoisette@gmail.com>
To: James Chellis <JChellis@dorchestercountysc.gov>
Cc: Martin Page <mpage@bellcarrington.com>, Meagan Kizer <MKizer@dorchestercountysc.gov>

Fri, Nov 7, 2025 at 4:17 PM

My apologies — my previous message was sent only to Judge Chellis in error. I meant to include all parties and did not hit "Reply All."

I am resending this correspondence so that all recipients remain copied for the record.

I, Nikia Renee Noisette, in my capacity as Executor and Trustee of the Migdel-El Magdalena Ecclesiastical Trust and Heir Apparent of the NIKIA R. NOISETTE Estate, wish to make a lawful and special visitation before the Court rather than participate virtually.

I come in good faith and with respect for the Court, mindful of my responsibilities before God and conscience. My purpose is limited to assisting the Court in clarifying matters of jurisdiction and administration, and I am grateful for the Court's time

and courtesy in doing so.

Respectfully,

Nikia Renee: Noisette

Executor / Trustee / Heir Apparent

Migdel-El Magdalena Ecclesiastical Trust

In Propria Persona Sui Juris

On Fri, Nov 7, 2025 at 1:03 PM James Chellis <JChellis@dorchestercountysc.gov> wrote:

[Quoted text hidden]

Meagan Kizer <MKizer@dorchestercountysc.gov>

Mon, Nov 10, 2025 at 2:30 PM

To: nikia noisette <nikianoisette@gmail.com>, James Chellis <JChellis@dorchestercountysc.gov>

Cc: Martin Page <mpage@bellcarrington.com>

Mr. Page – do you plan to attend the conference in person or virtually?



Meagan Kizer

[Quoted text hidden]

Martin Page <mpage@bellcarrington.com>

Mon, Nov 10, 2025 at 2:31 PM

To: Meagan Kizer <MKizer@dorchestercountysc.gov>, nikia noisette <nikianoisette@gmail.com>, James Chellis <JChellis@dorchestercountysc.gov>

Ms. Kizer,

I would prefer to attend virtually.

Thanks,

Martin

J. Martin Page, Esq.

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(803) 509-5078



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James Chellis <JChellis@dorchestercountysc.gov>

Mon, Nov 10, 2025 at 2:35 PM

To: Martin Page <mpage@bellcarrington.com>, Meagan Kizer <MKizer@dorchestercountysc.gov>, nikia noisette <nikianoisette@gmail.com>

You may attend virtually but if you have a Dorchester County case that is ready to be heard my preference would be to schedule the status conference the same day. Any chance of this?



(**James Chellis**

From: Martin Page <mpage@bellcarrington.com>

Sent: Monday, November 10, 2025 2:31:55 PM

To: Meagan Kizer <MKizer@dorchestercountysc.gov>; nikia noisette <nikianoisette@gmail.com>; James Chellis <JChellis@dorchestercountysc.gov>

[Quoted text hidden]

[Quoted text hidden]

nikia noisette <nikianoisette@gmail.com>

Mon, Nov 10, 2025 at 4:23 PM

To: James Chellis <JChellis@dorchestercountysc.gov>

Cc: Martin Page <mpage@bellcarrington.com>, Meagan Kizer <MKizer@dorchestercountysc.gov>

I'll do the status conference virtually, but I'd prefer to have the hearing scheduled for a later date once everything is fully ready to be heard.

I also need to mail my affidavit and supporting documents to the court for the record, so I'd appreciate about 2–3 days for those to arrive before the status conference.

Thank you for your time and understanding.

Exhibit
A

J. Martin Page, Esq.

Bell Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
(803) 509-5078



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nikia noisette <nikianoisette@gmail.com>

Mon, Aug 11, 2025 at 12:26 PM

To: Martin Page <mpage@bellcarrington.com>

Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>, James Chellis <JChellis@dorchestercountysc.gov>

Dear Meagan,

I apologize for the delayed response, I have just been discharged from the hospital as of August 6 and am now reviewing my schedule.

Based on the dates provided, my availability is as follows:

- September 22, 2025 at 10:00 AM (preferred)
- October 6, 2025 at 10:30 AM (alternative)

Please confirm which of these dates will work best for scheduling.

Thank you for your patience and understanding.

Sincerely,

Nikia Renee: Noisette

Executor and Heir Apparent for the NIKIA RENEE NOISETTE Estate

Fiduciary for the Migdel-El Magdalena Ecclesiastical Trust

Exhibit A

[Quoted text hidden]

Meagan Kizer <MKizer@dorchestercountysc.gov>

Tue, Aug 12, 2025 at 12:39 PM

To: nikia noisette <nikianoisette@gmail.com>, Martin Page <mpage@bellcarrington.com>

Cc: James Chellis <JChellis@dorchestercountysc.gov>

I have added c/n 2024CP1800207 to the 10/6 roster @10:30. The moving party should send notice of the hearing to all parties and hire a Court Reporter.



(Meagan Kizer

[Quoted text hidden]

Nikia Renee : Noisette
Executor for the NIKIA RENEE NOISETTE, estate
In Propria Persona, Sui Juris

[Quoted text hidden]

Meagan Kizer <MKizer@dorchestercountysc.gov>

Wed, Nov 12, 2025 at 10:30 AM

To: nikia noisette <nikianoisette@gmail.com>, James Chellis <JChellis@dorchestercountysc.gov>

Cc: Martin Page <mpage@bellcarrington.com>

Available status conference dates:

11/24 @ 11

12/2 @ 10

12/3 @ 10

12/8 @ 11

12/9 @ 10

12/11 @ 10

12/16 @ 10

[Quoted text hidden]

nikia noisette <nikianoisette@gmail.com>

Wed, Nov 12, 2025 at 5:46 PM

To: Meagan Kizer <MKizer@dorchestercountysc.gov>

Cc: James Chellis <JChellis@dorchestercountysc.gov>, Martin Page <mpage@bellcarrington.com>

Ms. Kizer,

Thank you for providing the available dates.

December 11th at 10:00 AM works best for me.

Please let me know if anything additional is required prior to the conference.

Respectfully,

Nikia Renee: Noisette

Executor/Fiduciary

c/o 402 Arbor Oaks Drive

Summerville, South Carolina 29485

[Quoted text hidden]

Meagan Kizer <MKizer@dorchestercountysc.gov>

Thu, Nov 13, 2025 at 11:04 AM

To: nikia noisette <nikianoisette@gmail.com>



nikia noisette <nikianoisette@gmail.com>

virtual status conference 2024CP1800207

2 messages

Meagan Kizer <MKizer@dorchestercountysc.gov>

Tue, Dec 9, 2025 at 10:49 AM

To: Meagan Kizer <MKizer@dorchestercountysc.gov>, "nikianoisette@gmail.com" <nikianoisette@gmail.com>, Martin Page <mpage@bellcarrington.com>

Microsoft Teams Need help?**Join the meeting now**

Meeting ID: 246 994 508 577 16

Passcode: 2Rg2Ed3A

For organizers: Meeting options



invite.ics

4K

nikia noisette <nikianoisette@gmail.com>

Thu, Dec 11, 2025 at 9:51 AM

To: Meagan Kizer <MKizer@dorchestercountysc.gov>

Cc: Martin Page <mpage@bellcarrington.com>

Accepted.

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Exhibit
F

FILED-REC-000000

2026 APR -1 PM 5:08

STATE OF SOUTH CAROLINA
DORCHESTER COUNTY CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

IN THE COURT OF COMMON PLEAS
2nd JUDICIAL CIRCUIT
CASE NUMBER: 2024CP1800207

Reliance First Capital LLC
Plaintiff,

vs.

Nikia Renee Noisette
Defendant.

JUDGE JAMES E CHELLIS

EXHIBIT B: & 60 B4
VOID ORDER/JUDGMENT
EMERGENCY HEARING WITH NO
UNDUE DELAY

October 30, 2024

2026 APR -1 PM 5:16
CLERK OF COURT
DORCHESTER COUNTY

CERTIFIED COPY

SUBJECT: Void Order/Judgment

1. The facts of this case are that the opposing party Reliance First Capital Llc Affidavit is contested for a lack of Procedural due process James E. Chellis; By a Breach of Trust caused me great injury as well through a wrongful foreclosure and abuse of discretion. *James E. Chellis*, James Martin Page representative of Reliance First Capital Llc Reliance First Capital Llc in error, Negligence, Breach of Trust, unprofessional Conduct and unfair practices deprived me of my constitutionalsecured rights to DUE PROCESS OF LAW, THE 14th amendment equal protection AND South Carolina Constitution Articles 1 Sections 1, 3, 4, 5, 22, 23; This court lacked Jurisdiction they knew it and still went forward with defective evidence filed in the case there were not proper service to gain personal jurisdiction. There was no such right to foreclose without Jurisdiction See *In re Foreclosure of Real Prop, for \$143,600.00*, 156 N.C.App. 477,577 S.E.2d 398, 406 (2003) ("In a foreclosure proceeding, the lender bears the burden of proving that there was a valid debt, default, right to foreclose under power of sale, and notice."); 55 Am. Jur. 2d *Mortgages* § 604 ("[T]he burden of proof of any particular issue rests upon the party asserting the affirmative of that issue under the pleadings."); *cf. Paramount Fund, Inc. v. Cusaqc*, 282 S.C. 497, 499, 319 S.E.2d 354, 355 (Ct.App. 1984) (holding the mortgagee has the burden of proving a disputed mortgage by the preponderance of the evidence). Material evidences the Affidavit and a factual witness was not provided to the Defendant and my right to a Fair and impartial Trail because lack of service, to which I have been repeatedly denied,
2. Affidavits submitted by a party must be made on personal knowledge and must set forth facts that would be admissible in evidence. Rule 56(e)(1), FRCP. Just as the requirements for the form of a statement should not be relaxed, evidentiary requirements also should be strictly enforced. Failure to analyze the substance of an affidavit, in light of the requirements of the Rules of Evidence, can undermine the integrity of the process.

3. I was not personally served the alleged service does not identify me or anyone from my home. I was not told about the Mediation process. James E. Chellis has ordered the fraudulent sale of my property violating my Civil Liberties without a proper investigation of the evidence therefore any rulings, orders and judgements are void Ab Initio. And that inevitably leads to questions of who owes what? Who is the true holder is in due course? Merely having paperwork doesn't mean you have a legitimate claim or the right to foreclose 3. Reliance First Capital LLC and its representatives never proved this after I Nikia Renee Noisette Contest the Jurisdiction and the Affidavit to obtain the material facts and other supportive evidence showing where the Court Jurisdiction came from without serving me did, Reliance First Capital LLC actually have personal Jurisdiction without serving the Summons and complaint personally to I Nikia Renee Noisette?
4. Notice South Carolina a void judgment is one that, from its inception, is a complete nullity and is without legal effect." Thomas & Howard Co. v. T.W. Graham and Co., 318 S.C. 286, 291, 457 S.E.2d 340, 343 (1995). The definition of void under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction." McDaniel v. U.S. Fid. & Guar. Co., 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct. App. 1996). It is fundamental that no judgment or order affecting the rights of a party to the cause shall be made or rendered without notice to the party whose rights are to be affected." Tyron Fed. Sav. & Loan Ass'n v. Phelps, 307 S.C. 361, 362, 415 S.E.2d 397, 398 (1992). Generally, a person against whom a judgment or order is taken without notice may rightly ignore it and may assume that no court will enforce it against his person or property. The requirements of due process not only include notice, but also include an opportunity to be heard in a meaningful way, and judicial review. Grannis v. Ordean, 234 U.S. 385, 394 (1914) ("The fundamental requisite of due process of law is the opportunity to be heard."); S.C. Dep't of Soc. Servs. v. Holden, 319 S.C. 72, 78, 459 S.E.2d 846, 849 (1995).

Proper Service requires personal service. See State v. Sullivan 127 S.C. BB&T v. Taylor An act is willful if done voluntary and intentionally with the specific intent to fail to do something the law requires to be done; with bad purpose either to disobey or disregard the law Wilson v. Walker furthermore, the person providing the service, upon information and belief, is not the sheriff or his deputy or any other duly constituted law enforcement officer, My action are out of necessity and not disregard. This is not only an injury to me and my family but to the public.

5. Notice: I Nikia Renee Noisette the real party in Interest gives Notice to STATE OF SOUTH CAROLINA, DORCHESTER, County, Clerk of Court, The Trier of Fact,

And the Trier of the Case. That no valid Order was made on 5-23-24 the actions are Void. I Nikia Renee Noisette the real party in Interest makes this Motion and demand of Rule 60 (B) (4) Void order to restore me by following the established law I Nikia Renee Noisette the real party in Interest have a right to make an Special Appearance/Restricted Appearance and Challenges the Original jurisdictions of the Court at DORCHESTER COUNTY Master-IN-Equity Division also I Demand the Real party in interest who brought the claims and object to any Third party representatives therefore I demand the real party in interest be present to testify under penalty of perjury. I was not Properly given full due process of law the James E. Chellis Master-IN-Equity, Court Officers, and plaintiff caused me multiple injuries engaging in a error of law to violate my Personal Liberty to property protected and secured Under Article 1 sections 3 and 13 to SC constitution, Article 4 the 5th and 14th amendment of the federal constitution Prove by what constitutional authority did the plaintiffs, Officers and this court acted upon to force upon I Nikia Renee Noisette a wrongful non-judicial foreclosure and to deprive me of my home, possessions and civil liberty on.

6. According to the rule of law A defect in service of process by publication is jurisdictional, rendering any judgment or order obtained thereby void. Jones v. Wallis, 211 NC App. 353, 712 S.E.2d 180 (2011).

I Nikia Renee Noisette Am Contesting the Affidavit by authority of Rule 56(e)(1), FRCP Constitutional requirements of due process apply to garnishment and prejudgment attachment procedures whenever state officers act jointly with a private creditor in securing the property in dispute. Sniadach v. Family Finance corp.

7. The U.S. Supreme Court has apparently never retreated, from the precedent and merits set in federal rules of civil procedure 4 D this means that this issue was decided years ago, it is the law of the land and it overrides any state court that would rule otherwise.
8. Rule 55 (4) Judgments after Service by Publication; Affidavit; Undertaking. In actions for the recovery of money only, when the summons has been served by publication and the defendant is a non-resident of the State, no default judgment shall be rendered unless the plaintiff or his agent at or before the time of making the application for judgment shall have been examined on oath respecting any payments that have been made to the plaintiff or any one for his use on account of the demand mentioned in the complaint, and shall show by affidavit that an attachment has been issued in the action and levied upon property belonging to the defendant, which affidavit shall contain a specific description of such property, and a statement of its value and shall be filed with proof of publication. Before judgment is rendered the plaintiff shall, unless the court in its discretion dispenses with the same, cause to be filed an undertaking in such amount as shall be ordered by the court with security to be approved by the court or the clerk thereof, that the plaintiff will abide the order of the court

touching the restitution of any estate or effects which may be directed by such judgment to be transferred or delivered, or the restitution of any money that may be collected under, or by virtue of, such judgment, in event the defendant or his representative shall apply and be admitted to defend the action and shall succeed in such defense.

9. In order to establish standing, three elements must be established. First, the party must have suffered an injury in fact—an invasion of a legally protected interest which is (a) concrete and particularized and (b) actual or imminent, not conjectural or hypothetical. Second, there must be a causal connection between the injury and the conduct complained of—the injury has to be fairly traceable to the challenged action of the adverse party and not the result of independent action of some third party not before the court. Third, it must be likely as opposed to merely speculative, that the injury will be redressed by a favorable decision. See *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 112 S.Ct. 2130, 2136, 119 L.Ed.2d 351 (1992); *Chambers Medical Technologies of*
10. An abuse of process and malicious prosecution by Reliance First Capital LLC, its representatives and Judge James E. Chellis Dorchester County Clerk of Court, The Trier of Fact, And the Trier of the Case willfully filed an alleged civil action in conspiracy with an agent for alleged “Plaintiff”, with no valid Affidavit or evidence to support the claim is clear “Fraud by the Court” and its officials which is unlawful and void. The Plaintiff cannot meet the requirements to establish Standing, and did not take an oath according to Rule 603 of the federal civil procedure and South Carolina Civil procedure Rule 30. Therefore the Affiant has not entered any valid testimony or factual injury. Judge is charged to know without Full Due process of law, evidence or factual testimony in connection to the alleged claim the court order is void. And is a violation of I Nikia Renee Noisette Civil and personal Liberties.
11. SC Con Article 1 Section 3 the privileges and immunities of citizens of this State and of the United States under this Constitution shall not be abridged, nor shall any person be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws. (1970 (56) 2684; 1971 (57) 315.)
12. Where a party submits an affidavit to the court that contains information inconsistent with the party’s prior deposition testimony or other sworn submission, courts hold that these contradictory affidavits should be disregarded as “shams” or “competing affidavits.” See *Margo v. Weiss*, 213 F.3d 55, 63 (2nd Cir. 2000); *Rohrbough v. Wyeth Labs. Inc.*, 916 F.2d 970, 976 (4th Cir.

1990); *Martin v. Merrell Dow Pharms., Inc.*, 851 F.2d 703, 705 (3rd Cir. 1988).
C Further A federal and State agency cannot in manner through administrative
convenience adopts a regulation or through nonfeasance permits under the color
of State and federal law inferior authorities to deny my secured Constitutional
rights or ignores Congress' intent.

13. Without Standing, an agreement/contractor, Relevant Evidence rule 401 there is
no duty to comply with Void Order, sham legal proceedings and Fraudulent
Claims not based in Facts from a constitutional court judge competent in the
nature of Law. I Nikia Renee Noisette the real party in Interest is the party
immensely injured by the Defendants actions. The courts provide pro se parties
wide latitude when construing their pleadings and papers. When interpreting
pro se papers, the Court should use common sense to determine what relief the
party desires. *S.E.C. v. Elliott*, 953 F.2d 1560, 1582 (11th Cir. 1992). See also,
United States v. Miller, 197 F.3d 644, 648 (3rd Cir. 1999) (Court has special
obligation to construe pro se litigants' pleadings liberally); *Poling v.*
K.Hovnanian Enterprises, 99 F.Supp.2d 502, 506-07 (D.N.J. 2000).

14. The state and federal government has a Duty to their assent to the Constitutions
to uphold the Law of the land and its rules by not suppressing liberty or
converting rights secured by the constitution into privileges without factual
authority. Without possessing and having a factual injury rule 17 not a
conjectural or moral victim the pleadings are false. Nikia Renee Noisette for the
Record has made several objections to testimony of plaintiff and practices of the
Master IN Equity.

15. According to the rule of law A defect in service of process by publication is
jurisdictional, rendering any judgment or order obtained thereby void. *Jones v.*
Wallis, 211 NC App. 353, 712 S.E.2d 180 (2011).

Affidavits that fail to comply with the Rules of Procedure "should be stricken and
disregarded." 35B C.J.S. Federal Civil Procedure § 1214 (2008). The proper avenue by
which counsel should seek such exclusion on pending motion for summary judgment is
by motion to strike pursuant to Rule 56(e) of the Rules of Civil Procedure or,
alternatively, by raising a more general objection to the admissibility of the contents of
the submission. *Saucier v. Coldwell Banker JME Realty*, 2007 WL 2475943 *3 (S.D.
Miss. 2007) (citing *Auto Drive-Away Co. of Hialeah, Inc. v. Interstate Commerce*
Comm'n, 360 F.2d 446, 448-49 (5th Cir. 1966)); *Larouche v. Webster*, 175 F.R.D. 452,
454 (S.D.N.Y. 1996).

Article 1 SECTION 23. Provisions of Constitution mandatory. The provisions of the
Constitution shall be taken, deemed, and construed to be mandatory and prohibitory, and

not merely directory, except where expressly made directory or promissory by its own terms. (1970 (56) 2684; 1971 (57) 315.),

16. ***"The court is to protect against any encroachment of constitutionally secured liberties." Due Process must be invoked before removing rights secured under the constitutions.***

17. The Law was made to protect and not to compel. Allegations have been made without a proper investigation that are fraudulent in nature and has caused me and my family great injury. I Nikia Renee Noisette was never served with a valid Summons and Complaint. Rule 4 (d) of the South Carolina Rules of Civil Procedure to be the equivalent of a statute, strict compliance with both that rule and section 15-9-740 would be required since service by publication is in derogation of the common law, therefore requiring strict compliance with the authorizing statute or rule. See, Wayne County, ex rel. Williams v. Whitley, 72 NC App. 155, 323 S.E.2d 458 (1984); see also, Caldwell v. Wiquist, 402 SC 565, 741 S.E.2d 583 (Ct. App. 2013) (to avoid resolving litigation by default, strict compliance with publication statutes is required).

18. Further When the Rules of Civil Procedure were promulgated by the Supreme Court and not rejected by the General Assembly, the latter also passed a bill which attempted to repeal those statutes previously enacted which were in conflict with the Rules of Civil Procedure. See 1985 Act 100 (effective 7/1/85). The legislature further provided that in the event of conflict between any provision of the South Carolina Rules of Civil Procedure and any other statutory provisions as to practice and procedure not otherwise repealed by the Act, the provisions of the rule would prevail. Since procedure concerns the machinery for carrying on a legal action, including pleadings, process, evidence and practice, it appears clear that service by publication concerns a matter of procedure. Based upon this Act, the dictates of Rule 4 would prevail

19. I Nikia Renee Noisette am the Victim of the improper use of the courts and a Void Order is required to clean up the damages to me from a lack of due process evidenced by the attachments proof that there was no true diligent search by Service agents stating my son was served at my home when that was never the case the court is in error by using that as proof of diligent service to invoke service by publication. Since the service of a summons, which gives a court the power to render a judgment over a party within its jurisdiction, must be accomplished with service of the complaint, there is no personal jurisdiction over a party without the service of both summons and complaint together. Without personal jurisdiction, any judgment rendered by a court is void.

Universal Benefits, Inc. v. McKinney, 349 S.C. 179, 561 S.E.2d 659 (Ct. App. 2002) (A judgment is void when a court lacks personal jurisdiction over a party). Because a void judgment is a nullity, it may be attacked at any time within "reason" without a showing of excusable neglect or meritorious defense. See *Flanagan, James F.*, South Carolina Civil Procedure (2d Ed.). Under Rule 60(b) (4), relief where a judgment is void is non-discretionary and a matter of right. *Richardson Construction Co. v. Meck Engineering & Construction Co.*, 274 S.C. 307, 262 S.E.2d 913 (1980). As a result, if the above analysis proves true, any service by publication upon a defendant which is undertaken in conformance with section 15-9-740 may have been improper and cause the judgment rendered upon a default to be void and subject to relief pursuant to Rule 60(b)(4) of the South Carolina Rules of Civil Procedure.

20. In conclusion the mere signing of a statement in the presence of a notary, or a notary's placement of an "acknowledgment" on a statement, does not constitute a sworn statement or affidavit. In *Orsi v. Kirkwood*, 999 F.2d 86, 91 (4th Cir. 1993) I Nikia Renee Noisette the real party in Interest demand the court Grant my Relief because the void order is made by an abuse of discretion by an error of law being without constitutional Authority and the State Court acted without Jurisdiction failing to personally serve I Nikia Renee Noisette the real party in interest and not giving me my day in court South Carolina is a Judicial Foreclosure State. Without Standing, an Oder agreement/contract is void there is no duty to comply with sham legal proceedings and Fraudulent Claims not based in Facts.
21. I Nikia Renee Noisette the real party in Interest is immensely injured by Void Order and the Unlawful Practices Of *James E. Chellis C/A# 2024CP1800207* and Demand the court Grant me my right to relief for the violation of my constitutional secured rights I further request an injunction to stop any further proceedings against my home promptly, additional cost for Stress of me and my Family due to abuse of Process the courts, false Claims, No Due Process, and wrongful Foreclosure. I also demand court Cost. The alleged Claims of Service and Debt Must be proven by Fact that I Nikia Renee Noisette am tremendously injured by the plaintiff and the Officers of the court they have a duty under the rules of professional & Judicial Conduct to report fraud and abuse of process upon the court by any of its officers.
22. WHEREFORE, I Nikia Renee Noisette the real party in Interest would like to resolve this Matter Peacefully if Possible. And request, Demand and pray that the representation or plaintiff fulfill the Law and Rules associated and Nol Process/dismiss their claim Civil Rule 60 B4, 12 (b) 6 and this court void all Claims so that my primary rights will not continue to be infringed and grant me damages for relief based on the multiple injuries caused by the plaintiff

employee's officers in their official capacity and in color enforcing a void Order state codes that deprived me and my Family of our home and Constitutional right to a fair and impartial Trial.

23. **Injury:** Due to the above mentioned facts the failure of the court to recognize that they must apply the rules of service and laws that apply resulted not only in no personal Jurisdiction, the wrongful foreclosure of my property, but the foreclosure of my ability to negotiate a settlement with an undisclosed equitable creditor, or with the alleged legal owner of the loan in the property records. We have suffered extreme mental anguish further including but not limited to doctor visits and extreme migraines caused by other health issues do to the stress on the alleged day of Service. We have also suffered from Slander James E. Chellis has caused my home to be listed for sale, by color of law. And my family and I have undergone tremendous stress and tension as a result of the Plaintiffs Actions.

Relief

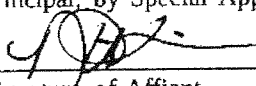
WHEREFORE, I would like the Affidavit to be Stricken and disregarded by the court granting a new fair and impartial trial to cause the plaintiff to prove their burden of proof, also void and vacate the court order(s) based on the established precedents of the stare decisis voiding the sale of my home and resolve this Matter Peacefully if Possible And I request/Pray judgment against defendant(s) Reliance First Capital Llc, its representatives, for economic Civil Tort, 270,000.00 and psychological damages 2500.00 as well as compensatory damages 150,000.00 plus costs and fees in the Amount of 5000.00 and respectfully ask this Court for leave to move for punitive damages. I was violated by fraud, negligence unprofessional Conduct, lack of proper service and never properly noticed or contacted about the mediation process or given the proper notices that would have allowed me the ability to properly negotiate. Reliance First Capital Llc caused a deprivation of my civil liberties; and constitutional secured rights to Due process and a fair and impartial trial.

The use of notary below is for identification only, and such use does NOT grant any jurisdiction to anyone.

Subscribed and sworn, without prejudice, and with all rights reserved.



Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris.



Signature of Affiant

ACKNOWLEDGMENT

state of SOUTH CAROLINA

county of dorchester

EXHIBIT
F

On this 30th day of October, 2024, before me

personally appeared Nikia Renee Noisette to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, for the purposes therein set forth.

Shal'a Dixon

(Notary Public)

My Commission Expires 8-23-32 2032

ucc 1-207 1-308 1-103, 3-306 3-306

Nikia Renee Noisette
Dorchester South Carolina
Via United States Republic, North America
Non-Domestic, Non-Resident
Zip Exempt [29485]
843 377-9103



Exhibit
6
(5)

FILED-RECORDED

STATE OF SOUTH CAROLINA
DORCHESTER COUNTY

2025 APR - 1 PM 5: 05
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

IN THE COURT OF COMMON PLEAS
JUDICIAL CIRCUIT
CASE NUMBER: 2024CP1800207

JUDGE JAMES E CHELLIS

Reliance First Capital LLC

Plaintiff,

vs.

Nikia Renee Noisette

Defendant.

& 60 B4
VOID ORDER/JUDGMENT
EMERGENCY HEARING WITH NO
UNDUE DELAY

June 4, 2025

Clarification of Prior Filing – Motion to Void Judgment

COMES NOW, the Defendant, Nikia Renee: Noisette, in propria persona, and respectfully submits this Clarification for the record concerning the previously filed Motion to Void Order/Judgment dated October 30, 2024.

This Clarification is offered to assist the Court in accurately interpreting the notation “Exhibit B: & 60 B4” as stated in the caption of that motion.

The Defendant hereby clarifies the following:

- The reference to “Exhibit B” pertains to a supporting document properly attached and filed with the original motion.
- The term “60 B4” was intended to invoke Rule 60(b)(4) of the South Carolina Rules of Civil Procedure, which provides relief from a void judgment—specifically where the issuing court lacked jurisdiction or where due process violations occurred.

At the time of filing my Motion to Void Judgment, I was actively engaged in a bankruptcy proceeding before the United States Bankruptcy Court. Although the foreclosure had already taken place, the motion was filed while my bankruptcy case was pending. This is relevant because my bankruptcy estate, established under IRS Publication 908, holds a claim to the property and related equity under 11 U.S.C. § 541.

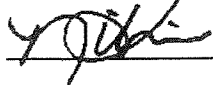
Additionally, the Defendant asserts that the plaintiff's counsel, James M. Page, lacks legal standing to pursue further action in this matter. It is known and evidenced that his client, Reliance First Capital LLC, has been indemnified through an FHA insurance claim. Despite this indemnification, Mr. Page has continued efforts to facilitate the sale of the Defendant's home, an act which raises serious concerns of double recovery, unjust enrichment, and

FILED-RECORDED
2025 JUN - 5 PM 4: 32
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY
2026 APR - 1 PM 5: 15
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

equitable abuse. This assertion of indemnification is material to the issue of standing and further supports the request to void the judgment for lack of lawful authority and jurisdiction.

This Clarification is submitted in good faith and without intent to delay proceedings. It is provided solely to ensure the record reflects the accurate intent and legal basis of the original filing. The Defendant respectfully requests that this Clarification be accepted as part of the ongoing review of the matter based on its constitutional and equitable significance.

Respectfully submitted,



Nikia Renee Noisette

Executor and Fiduciary for the NIKIA R. NOISETTE BANKRUPTCY ESTATE 24-03822

Trustee, Migdel-El Magdalena Ecclesiastical Trust

FILED-RECORDED

Exhibit
I

2025 JUN -5 PM 4:32

STATE OF SOUTH CAROLINA
DORCHESTER COUNTY

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

) IN THE COURT OF COMMON PLEAS
) JUDICIAL CIRCUIT

CASE NUMBER: 2024CP1800207

Reliance First Capital LLC

Plaintiff,

vs.

Nikia Renee Noisette

Defendant.

JUDGE JAMES E. CHELLIS

Declaration of Equity Loss and Double
Recovery

June 4, 2025

FILED-RECORDED
2026 APR -1 PM 5:08
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Declaration of Equity Loss and Double Recovery

I, Nikia Renee Noisette, declare under penalty of perjury and in accordance with the laws of the State of South Carolina, that the following facts are true and correct to the best of my knowledge:

1. My home, located at 402 Arbor Oaks Drive, Summerville, SC 29485 (Parcel No. 152-04-14-006.000), was sold at foreclosure for approximately \$100,000.
2. The most recent fair market value of the property is \$355,855.00, based on published real estate data and comparative market analysis.
3. The foreclosing lender, Reliance First Capital LLC, was indemnified through a Federal Housing Administration (FHA) insurance claim.
4. The resulting loss of \$255,855.00 in home equity, combined with indemnification of the lender, constitutes a double recovery and unjust enrichment.
5. This loss occurred while I was seeking federal bankruptcy relief and while asserting trust and estate-based claims over the property.

I respectfully submit this Declaration in support of my Motion to Set Aside or Vacate Foreclosure Sale and ask the Court to consider these facts as part of its equitable review.

Executed on this date: June 4, 2025

Signature: 

Nikia Renee Noisette

Executor and Fiduciary for the NIKIA R. NOISETTE BANKRUPTCY ESTATE 24-03822

Trustee, Migdel-El Magdalena Ecclesiastical Trust

CERTIFIED COPY
2026 APR -1 PM 5:06
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Exhibit
I

FILED-RECORDED

STATE OF SOUTH CAROLINA
DORCHESTER COUNTY

2025 MAY 23 PM 3:42

IN THE COURT OF COMMON PLEAS
2nd JUDICIAL CIRCUIT

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

CASE NUMBER: 2024CP1800207

JUDGE JAMES E CHELLIS

Reliance First Capital LLC

Plaintiff,

vs.

Nikia Renee Noisette

Defendant.

Notice of Lawful Claim to Surplus
Equity from Foreclosure

May 22, 2025

CERTIFIED COPY
2026 APR -1 PM 5:17
Clerk of Court
DORCHESTER COUNTY

SUBJECT: Notice of Lawful Claim to Surplus Equity from Foreclosure

I am writing as the homeowner holding title to the real property located at 402 Arbor Oaks Drive, Summerville, SC 29485. This letter serves as formal notice of my lawful claim to any surplus funds or equity resulting from a foreclosure or sale of this property.

In the recent U.S. Supreme Court decision, *Tyler v. Hennepin County*, 598 U.S. __ (2023), the Court unanimously held that when a government body or entity seizes property to satisfy a debt and retains more than what was owed, such action constitutes a violation of the Takings Clause of the Fifth Amendment. Although the Tyler case involved property tax foreclosure, the constitutional principle applies more broadly: no entity may retain surplus proceeds beyond the amount necessary to satisfy a lawful debt. Any such surplus rightfully belongs to the former property owner.

This principle holds equal weight in mortgage foreclosure contexts. Upon satisfaction of the mortgage debt and associated costs, any remaining equity must be returned to the former homeowner. As such, I respectfully request confirmation of:

1. The final sale amount and detailed expenses applied;
2. The remaining balance or surplus proceeds on file;
3. Procedures required to initiate disbursement of these funds.

I maintain my lawful interest in any equity or overage resulting from the sale of the property. Failure to acknowledge and return these funds may constitute an unlawful taking and breach of both equity and constitutional law.

FILED-RECORDED

2026 APR -1 PM 5:06 2025 FEB 27 PM 1:54

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

DORCHESTER COUNTY

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Case No.: 2024-CP-18-00207

Plaintiff: RELIANCE FIRST CAPITAL, LLC

Defendant: NIKIA R. NOISETTE BANKRUPTCY ESTATE 24-03822

LEGAL NOTICE OF INTEREST AND DEMAND TO CEASE & DESIST FORECLOSURE
ACTIONS

Dear Cheryl Graham Clerk of Court and Counsel for Plaintiff,

This correspondence serves as a formal ****LEGAL NOTICE OF INTEREST**** and a ****DEMAND TO CEASE & DESIST**** any and all foreclosure actions related to the property located at ****402 Arbor Oaks Drive Summerville SC 29485****, which is currently held under the ****NIKIA R. NOISETTE BANKRUPTCY ESTATE 24-03822 (EIN 33-6513504)****. I, ****Nikia-Renee Noisette, Executor****, hold exclusive fiduciary control over said estate and its assets.

This estate is a ****legally recognized entity****, separate from the individual, and has been acknowledged by the Internal Revenue Service (IRS), which has accepted estate-related tax credits and filings. As such, any attempt to proceed with foreclosure without addressing the estate's legal rights constitutes ****fraudulent conveyance, unlawful debt collection, and a violation of estate and trust law.****

****Pursuant to federal and state laws, the following actions must be taken immediately:****

1. ****Cease & Desist**** any foreclosure proceedings, sheriff's sale, or transfer of ownership attempts related to the property.
2. Provide ****legal proof of standing**** by submitting the original, wet-ink promissory note, showing the current chain of custody.
3. Validate all claims under ****estate and trust law****, as the property is held within a recognized estate, and all claims must be made through proper fiduciary channels.
4. Provide written confirmation within ****10 business days**** that foreclosure proceedings have been suspended pending legal review.

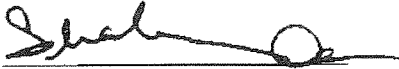
****Failure to comply with this demand will result in immediate legal action, including but not limited to:****

CERTIFIED COPY
 2026 APR -1 PM 5:17
 CHERYL GRAHAM
 CLERK OF COURT
 DORCHESTER COUNTY

On this 01st day of Feb 2025, before me, the undersigned Notary Public, personally appeared

Nikia-Renee: Noisette, known to me (or satisfactorily proven) to be the person whose name is signed on this document, and acknowledged that they executed the same for the purposes therein contained.

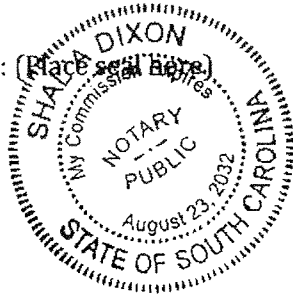
WITNESS my hand and official seal.



Notary Public

My Commission Expires: 8.23.32

Notary Seal: (Place seal here)



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

2025 FEB 27 PM 1:54
CLERK OF COURT
DORCHESTER COUNTY

Case No.: 2024-CP-18-00207

Plaintiff: RELIANCE FIRST CAPITAL, LLC

Defendant: NIKIA R. NOISETTE

AFFIDAVIT OF FACT

I, Nikia-Renee: Noisette, Executor of the NIKIA R. NOISETTE BANKRUPTCY ESTATE
24-03822, do solemnly swear and affirm as follows:

1. I am the duly appointed Executor and Fiduciary of the Defendant estate, which is a legally recognized entity under South Carolina law and federal tax recognition.
2. The subject property, located at 402 Arbor Oaks Drive Summerville SC 29485, is an asset of the estate, lawfully recorded and separate from the personal debts of the individual.
3. The Plaintiff, RELIANCE FIRST CAPITAL, LLC, has failed to provide lawful proof of standing to enforce a foreclosure action against the estate's property, and any attempt to do so constitutes fraudulent conveyance.
4. The Plaintiff's attorney, James Martin Page, of Bell, Carrington, & Price, has failed to recognize estate law and has not demonstrated a valid claim against the Executor or the estate entity.
5. The foreclosure action filed in this court is defective, improper, and must be dismissed as a matter of law.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.



Nikia-Renee: Noisette, Executor

Dated: 2/27/2025

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

On this 8th day of Feb 2020, before me, the undersigned Notary Public, personally appeared

Nikia-Renee: Noisette, known to me (or satisfactorily proven) to be the person whose name is signed on this document, and acknowledged that they executed the same for the purposes therein contained.

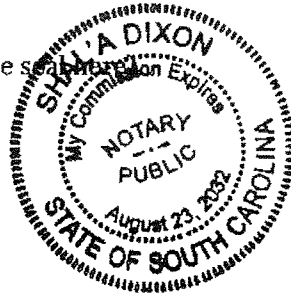
WITNESS my hand and official seal.

Shala Dixon

Notary Public

My Commission Expires: 8-23-32

Notary Seal: (Place seal here)



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

2025 FEB 27 PM 1:54

CECIL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Case No.: 2024CP1800207

Plaintiff: RELIANCE FIRST CAPITAL, LLC

Defendant: NIKIA R. NOISSETTE BANKRUPTCY ESTATE 24-03822

MOTION TO DISMISS FORECLOSURE ACTION

COMES NOW the Defendant, NIKIA R. NOISSETTE BANKRUPTCY ESTATE 24-03822 (EIN 33-6513504), by and through its Executor, Nikia-Renee: Noisette, and respectfully moves this Court to DISMISS the above-styled foreclosure action filed by the Plaintiff, RELIANCE FIRST CAPITAL, LLC, pursuant to the following legal grounds:

1. The subject property, located at 402 Arbor Oaks Dr Summerville SC 29485, is an asset of the NIKIA R. NOISSETTE BANKRUPTCY ESTATE 24-03822, a legally recognized estate entity, separate and distinct from the individual, and acknowledged by the Internal Revenue Service (IRS).
2. Plaintiff's foreclosure action improperly fails to recognize the estate's legal interest in the property, violating established principles of estate law. Any claims against the property must be addressed through proper fiduciary channels, which the Plaintiff has failed to do.
3. The Plaintiff has not provided legal proof of standing by submitting the original, wet-ink promissory note and demonstrating lawful chain of custody. Failure to produce such documentation renders the foreclosure action legally defective and unenforceable.
4. The Plaintiff is engaging in fraudulent conveyance by attempting to foreclose on a property that is lawfully controlled by an estate and subject to estate law protections. Proceeding with foreclosure in this manner violates South Carolina real property and trust laws.

WHEREFORE, the Defendant respectfully requests that this Court:

- DISMISS the foreclosure action with prejudice;
- ORDER the Plaintiff to produce all necessary estate-related documentation before attempting any further claims;
- GRANT such other and further relief as the Court deems just and proper.

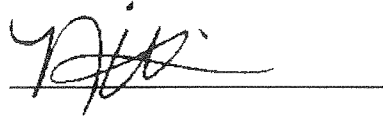
CECIL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

2026 APR -1 PM 5:17

CERTIFIED COPY

Respectfully submitted,

Dated: February 27, 2025

A handwritten signature in black ink, appearing to read 'Nikia', is written over a horizontal line.

Nikia-Renee Noisette, Executor

NIKIA R. NOISETTE BANKRUPTCY ESTATE 24-03822 (EIN 33-6513504)

402 Arbor Oaks Drive Summerville SC 29485

843-377-9103

nikianoisette@gmail.com

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

2025 FEB 27 PM 1:54

CLERK OF COURT
DORCHESTER COUNTY

Case No.: 2024-CP-18-00207

Plaintiff: RELIANCE FIRST CAPITAL, LLC

Defendant: NIKIA R. NOISETTE

CERTIFICATE OF SERVICE

I, Nikia-Renee: Noisette, Executor of the NIKIA R. NOISETTE BANKRUPTCY ESTATE
24-03822, hereby certify that on this date, I served a true and correct copy of the following
documents:

- Motion to Dismiss Foreclosure Action
- Affidavit of Fact (Notarized)
- Legal Notice of Interest & Demand to Cease & Desist Foreclosure Actions

upon the Plaintiff's counsel, James Martin Page, of Bell, Carrington, & Price, by the following
method(s):

☒ Certified Mail, Return Receipt Requested

☐ Personal Service via Process Server

The documents were mailed/delivered to:

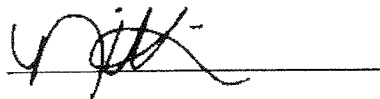
James Martin Page, Esq.

Bell, Carrington, & Price

[Attorney's Address]

339 Heyward St 2nd Floor Columbia SC 29201

I declare under penalty of perjury that the foregoing is true and correct.



Nikia-Renee: Noisette, Executor

Dated: 2/27/2025

STATE OF SOUTH CAROLINA

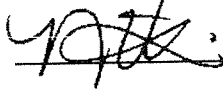
- The filing of a **Quiet Title Action** to challenge the mortgage company's alleged interest in the property.
- A **Temporary Restraining Order (TRO)** to prevent foreclosure pending full legal review.
- A **Formal Complaint to Federal and State Regulators** for unlawful debt collection practices and fraudulent conveyance.
- Pursuit of **damages for unlawful foreclosure attempts**, including compensatory and punitive relief.

You are hereby notified that **any attempt to proceed with foreclosure in defiance of this legal notice** will be considered a **willful act of bad faith** and subject to legal consequences. Your failure to respond and provide documentation verifying legal standing will further confirm the invalidity of any foreclosure action you attempt to pursue.

This matter requires **immediate attention**. Please provide a written response confirming compliance within **10 business days** from the date of this notice. Failure to do so will result in immediate legal escalation.

Sincerely,

Nikia-Renee: Noisette, Executor



NIKIA R. NOISETTE BANKRUPTCY ESTATE 24-03822 (EIN 33-6513504)

402 Arbor Oaks Drive Summerville SC 29485

843-377-9103

nikianoisette@gmail.com

Attachment 2

Exhibit
K

FILED-RECORD

Case #: 2024CP1800207

2026 APR -1 PM 5:08

CHERYL GRAHAM
Notice of Interest COURT
DORCHESTER COUNTY

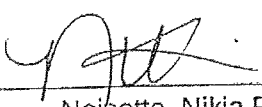
IRS NOTICE SECTION 6511
NOTICE OF TAXPAYER PRESERVATION AND OF CLAIM OF RIGHT
AND ASSIGNMENT OF PROCEEDS

NOTICE. All Men by these Present the undersigned Executrix of the NIKIA RENEE NOISETTE ESTATE, gives NOTICE for Federal Tax purposes that any Net Loss is expressly reserved by the NIKIA RENEE NOISETTE ESTATE evidenced by the final decision and Order of this Court.

NOTICE. All Equitable loss interest is due and owing to the Estate of NIKIA RENEE NOISETTE, and is now expressly reserved.

The undersigned Executrix of the NIKIA RENEE NOISETTE ESTATE, now Irrevocably assigns the Net operating Loss claim of Right under Treasury Regulations 26 CFR 301.6511(d)-2 (b)(1), for Case number 2024CP1800207 to the United States Of America under the assignment of claims act. Without prejudice.

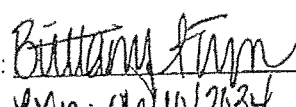
28 U.S. Code § 1746: I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on September 16, 2024



Noisette, Nikia Renee Executrix

Date: 09-16-24

Notary Acknowledgement:


Exp: 06/10/2634



STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Reliance First Capital, LLC,

Plaintiff,

vs.

Nikia Renee Noisette; Arbor Oaks Homeowners
Association,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A No.: 2024-CP-18-00207

ORDER OF FORECLOSURE AND SALE

(Deficiency Judgment Waived)

BCP No.: 24-40723

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned 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 shall be directly to the South Carolina Court of Appeals. Pursuant to the said reference, a hearing was held on May 23, 2024, 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 or about February 7, 2024.
2. The Summons and Complaint were filed on or about February 7, 2024.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. 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 fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
5. Heretofore, Nikia Renee Noisette (hereinafter, "Borrower(s)") made, executed, and delivered to Reliance First Capital, LLC (hereinafter, "Payee") a certain Promissory Note dated November 19, 2021, in writing (hereinafter, "Note"), wherein and whereby Borrower(s) promised to pay to Reliance First Capital, LLC, the principal sum of \$280,328.00 together with interest at the initial

rate of 3.5% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

6. In order to secure the payment of said Note, Nikia Renee Noisette (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for Reliance First Capital, LLC, its successors and assigns, a certain mortgage dated November 19, 2021 (hereinafter, "Subject Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Subject Property"):

ALL that piece, parcel or lot of land, lying, situate and being in the Town of Summerville, County of Dorchester, State of South Carolina, shown and designated as "LOT 94" and being more specifically shown on a plat prepared by Trico Engineering Consultants, Inc., entitled "PLAT SHOWING ARBOR OAKS, PHASE 2B, 13.466 ACRES, A PORTION OF TMS 152-00-00-052, PROPERTY OF GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT COMPANY, LOCATED IN THE TOWN OF SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA", dated August 8, 2003, and recorded January 22, 2004 in the ROD Office for Dorchester County in Plat Book K at Page 87.

THIS BEING the same property conveyed to Nikia Renee Noisette by deed of David W. Moore and Allyson M. Moore dated November 4, 2021 and recorded November 22, 2021 in the Dorchester County ROD Office in Book 13817 at Page 98.

<i>Parcel No.</i>	152-04-14-006
<i>Property Address:</i>	402 Arbor Oaks Drive Summerville, SC 29485

7. Said Mortgage was recorded on November 22, 2021 in Book RB 13817 at Page 103, in the Dorchester County Office of the Register of Deeds.
8. Thereafter, the Subject Mortgage was assigned to Reliance First Capital, LLC by assignment recorded September 16, 2022 in Book RB 14384 at Page 203.
9. The Subject Mortgage evidences and secures the repayment of money advanced by the Payee to, or on behalf of, the Mortgagor(s) and constitutes a valid First lien on the Subject Property.
10. This loan is not subject to the Home Affordable Modification Program (hereinafter, "the HAMP") because, according to testimony, this loan is not owned or guaranteed by Fannie Mae, nor is it

DORCHESTER COUNTY CLERK OF COURT

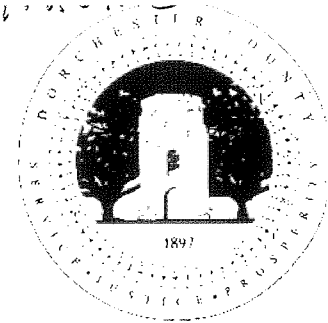
Cheryl Graham, Clerk of Court

5200 East Jim Bilton Blvd.
St. George, SC 29477

FILED-RECORDED

2026 APR -1 PM 5: 08

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY



November 7, 2024

Nikia Renee Noisette
402 Arbor Oaks Drive
Summerville, SC 29485

Re: Presentment Under Notary Seal Documents (8 pages)

Dear Mrs. Noisette:

Enclosed please find the documents that were received in our office on November 5th, 2024. Under SC Code Section 30-9-30(B)(1), I am refusing to file these documents as I believe some of these documents are materially false or fraudulent or is a sham legal process.

Please note that Persons knowingly presenting documents in connection with a sham legal process may be subject to criminal prosecution, not only under the Federal Mail Fraud Statute, but also under S.C Sham Legal Documents Statute (Section 16-17-735), and such action may amount to obstruction of justice if you purport to prevent a South Carolina Court from exercising its jurisdiction.

Lastly, Exhibit B:& 60 B4 Void Order/Judgment Emergency Hearing with no Undue Delay has been filed. I have enclosed two certified copies. One copy is for your records and the other copy is for you to serve on the plaintiff's attorney. Also, you need to contact Judge Chellis Assistant, Meagan, to set up a hearing within 30 days. Her email address is mkizer@dorchestercountysc.gov.

Sincerely yours,

Cheryl Graham
Clerk of Court for Dorchester County
Enclosures: stated

CERTIFIED COPY
2026 APR -1 PM 5: 17
Cheryl Graham
CLERK OF COURT
DORCHESTER COUNTY

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER C/A No.: 2024-CP-_____

Reliance First Capital, LLC, **CHERYL GRAHAM**
Plaintiff, **CLERK OF COURT**
DORCHESTER COUNTY

vs.

Nikia Renee Noisette; Arbor Oaks
Homeowners Association,
Defendant(s).

SUMMONS AND NOTICES

(Non-Jury)

FORECLOSURE
OF REAL ESTATE
MORTGAGE

CERTIFIED COPY
2026 APR -1 PM 5:17

BCP No.: 24-40723

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices at 339 Heyward Street, 2nd Floor, Columbia, SC 29201, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure*.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian *ad litem* within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Attorney for the Plaintiff.

s/J. Martin Page
J. Martin Page (SC Bar No.: 100200)
Bell Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
Phone 803.509.5078
Attorney for the Plaintiff

Dated: February 7, 2024
Columbia, South Carolina

Exhibit
M

FILED-RECORD

2026 APR -1 PM 5:08
RELiance FIRST CAPITAL LLC VS NIKIA RENEE NOISETTE

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

CASE NUMBER: 2024CP1800207
September 12, 2024

COMPLAINT:

On Monday, August 26, 2024, I Nikia Renee Noisette went to Dorchester County Court of Common Pleas to file a notice into my case number 2024CP1800207 and I told the clerk assisting me, Ms. Rosalee Baldwin that I also wanted to get an exemplified copy of this filing. She took the copy and went to the back of the office and I waited for over 30 minutes until she finally came back and said that only attorneys can request exemplified copies. I responded to her that I don't have an attorney and that exemplified copies is a service that the court provides to the public for anything filed in the court, and that I had read this on the Dorchester County courts website, and that I was requesting an exemplified copy of this filing.

She left and came back in between 5-10 minutes and said her supervisor is saying the same thing that I cannot get an exemplified copy because I'm not an attorney and because there is a judgment in the case, but that I can get a certified copy of this filing, but I cannot get an exemplified copy for those reasons. She also mentioned that I had the IRS in the document, and that I could not get a copy because of that also. I called someone to assist me who has gotten several exemplified copies of different filings in the past. I put him on the phone with Rosalee, and he asked Rosalee to speak to the Clerk. Rosalee put the Deputy Clerk on the phone with him, and after he and the deputy clerk spoke the deputy clerk agreed that I can get an exemplified copy and that they would send it to the judge, but when the deputy clerk got off the phone with him, she added another condition she told Rosalee to tell me that I can only do so if I have a cover letter requesting an exemplified copy from the judge. I wrote the cover letter and Rosalee took my phone number and said that someone would contact me when they get a response from the judge.

After about a week passed I called and left several messages within a 2 week span. My messages were never returned, but one day someone answered and transferred me to Rosalee who answered the phone, and told me that my request was sitting in the judge's office and that they were still waiting for a response from the judge. On the 3rd week of no response I along with the person that initially spoke to the deputy clerk called the South Carolina Court Administration in Columbia, asked the operator to transfer me to the lady that is over the

FILED-RECORD
2024 SEP 16 PM 2:33
CERTIFIED COPY
CLERK OF COURT
DORCHESTER COUNTY
2026 APR -1 PM 5:08
FILED-RECORD

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ELECTRONICALLY FILED - 2024 Feb 07 2:46 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS

C/A No.: 2024-CP-____-_____

Reliance First Capital, LLC,
Plaintiff,

COMPLAINT
(Non-Jury)

vs.

Nikia Renee Noisette; Arbor Oaks
Homeowners Association,
Defendant(s).

FORECLOSURE OF
REAL ESTATE MORTGAGE

(Deficiency Judgment Demanded as to
Defendant(s) Nikia Renee Noisette)

BCP No.: 24-40723

The Plaintiff above-named, complaining of the Defendant(s) herein, alleges that:

1. Plaintiff, Reliance First Capital, LLC, is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant(s) above-named may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction pursuant to S.C. Code Ann. § 36-2-803.
3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Dorchester, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the *South Carolina Rules of Civil Procedure*.
5. Heretofore, Nikia Renee Noisette (hereinafter, "Borrower(s)") made, executed, and delivered to Reliance First Capital, LLC (hereinafter, "Payee") a certain Promissory Note dated November 19, 2021, in writing (hereinafter, "Note"), wherein and whereby Borrower(s)

Exhibit
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promised to pay to Reliance First Capital, LLC, the principal sum of \$280,328.00 together with interest at the initial rate of 3.5% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

6. In order to secure the payment of said Note, Nikia Renee Noisette (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for Reliance First Capital, LLC, its successors and assigns, a certain mortgage dated November 19, 2021 (hereinafter, "Subject Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Subject Property"):

ALL that piece, parcel or lot of land, lying, situate and being in the Town of Summerville, County of Dorchester, State of South Carolina, shown and designated as "LOT 94" and being more specifically shown on a plat prepared by Trico Engineering Consultants, Inc., entitled "PLAT SHOWING ARBOR OAKS, PHASE 2B, 13.466 ACRES, A PORTION OF TMS 152-00-00-052, PROPERTY OF GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT COMPANY, LOCATED IN THE TOWN OF SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA", dated August 8, 2003, and recorded January 22, 2004 in the ROD Office for Dorchester County in Plat Book K at Page 87.

THIS BEING the same property conveyed to Nikia Renee Noisette by deed of David W. Moore and Allyson M. Moore dated November 4, 2021 and recorded November 22, 2021 in the Dorchester County ROD Office in Book 13817 at Page 98.

Parcel No. 152-04-14-006
Property Address: 402 Arbor Oaks Drive
Summerville, SC 29485

7. Said Mortgage was recorded on November 22, 2021 in Book RB 13817 at Page 103, in the Dorchester County Office of the Register of Deeds.

8. Thereafter, the Subject Mortgage was assigned to Reliance First Capital, LLC by assignment and/or corporate merger.

9. The Subject Mortgage evidences and secures the repayment of money advanced by the

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ELECTRONICALLY FILED - 2024 Feb 07 2:46 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

Payee to, or on behalf of, the Mortgagor(s) and constitutes a valid First lien on the Subject Property.

10. Any notice required by the terms of the Subject Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.

11. In and by the terms of said Note and the Subject Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

12. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys' fees if the said Note be placed in the hands of an attorney for collection after default.

13. The Plaintiff demands a personal or deficiency judgment, and the Plaintiff has a right to seek a personal or deficiency judgment against the Borrower(s). In the event that the net amount realized by the Plaintiff upon the sale of the subject property is insufficient to pay in full the total indebtedness of the Plaintiff, including costs of collection, the Plaintiff demands a personal judgment against the Borrower(s) in the amount of such deficiency.

14. On or around April 1, 2023, the Borrower(s) failed to make the required payment of interest and principal due on the Note. The Plaintiff alleges that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$273,573.52, together with interest at the applicable rate, together with reasonable attorneys' fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

EXHIBIT
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15. Upon information and belief, said information having been obtained from the records of Dorchester County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Subject Property by virtue of the matters and things herein below alleged, to-wit:

- A. Arbor Oaks Homeowners Association by virtue of that certain HOA Lien found of record in Book 14861 at Page 297, Dorchester County Register of Deeds Office. The Plaintiff's Mortgage is senior in priority to the aforementioned lien of Arbor Oaks Homeowners Association and, the aforementioned lien should be removed from title to the Subject Property after the judicial sale.

WHEREFORE, Plaintiff prays judgment that:

- A. The amount due upon the said Note(s) and Mortgage(s) held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
- B. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.
- C. Plaintiff's Mortgage be declared a valid First lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.
- D. The Subject Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and said sale;

Second, to the payment and discharge of the amount due on the Plaintiff's Note(s) and Subject Mortgage(s), together with attorney's fees as aforesaid;

EXHIBIT
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Third, the surplus, if any, be distributed according to law, and

Fourth, that the Plaintiff be awarded a deficiency judgment against Nikia Renee Noisette in the event that the proceeds of the sale of the Property are insufficient to pay in full the indebtedness, including costs of collection.

E. That pursuant to S.C. Code Ann. §29-3-650 the Plaintiff be awarded a judgment against the against the Borrower(s) for the Total Debt at the time of entry of a judgment of foreclosure, but prior to any sale of the Subject Property, and that thereafter, upon the sale of the subject property the Officer making the sale under the order of the court shall credit upon this judgment the amount paid to the plaintiff from the proceeds of the sale.

F. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Dorchester County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said property without delay, and to keep the successful bidder or his assigns in such peaceable possession.

s/J. Martin Page
J. Martin Page (SC Bar No.: 100200)
Bell Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
Phone 803.509.5078
Attorney for the Plaintiff

Dated: February 7, 2024
Columbia, South Carolina

Exhibit
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FILED-RECORDED

2026 APR -1 PM 5:09

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Reliance First Capital, LLC,

Plaintiff,

vs.

Nikia Renee Noisette; Arbor Oaks Homeowners
Association,

Defendant(s).

BCP No.: 24-40723

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

C/A No.: 2024-CP-18-00207

CERTIFIED COPY
2026 APR -1 PM 5:17
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

AFFIDAVIT OF INDEBTEDNESS

PERSONALLY APPEARED, who being duly sworn, deposes and says:

1. My name is Christopher Miranda and I am authorized to execute this affidavit on behalf of Plaintiff as a(n) Authorized Signer for Reliance First Capital, LLC.
2. Plaintiff maintains records for the Loan in its capacity. As part of my job responsibilities for Plaintiff, I am familiar with the type of records maintained by Plaintiff in connection with the Loan.
3. The information in this affidavit is taken from Plaintiff's business records. I have personal knowledge of Plaintiff's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of Plaintiff's regularly conducted business activities; and (c) it is the regular practice of Plaintiff to make such records.
4. Plaintiff is the assignee of the security instrument for the Loan. Plaintiff has exercised its option under the Note and Mortgage to accelerate the Loan and declare the entire principal balance, together with interest, advances, and other charges immediately due and payable. Plaintiff has the right to foreclose the subject note and mortgage.
5. The business records attached as Exhibit A, which I have personally reviewed, is a true and correct printout that is part of the business records described above. It shows that Nikia Renee Noisette defaulted on the Loan, the default has not been cured, and the amount stated on the attached business record is owed on the Loan.
6. Plaintiff's books and records reflect that there is now due and owing to the Plaintiff a total of \$295,541.45, good to June 1, 2024, broken down in the following amounts:
 - a. Principal: \$273,573.52
 - b. Interest: \$11,968.80
 - c. Escrow Advance: \$9,596.41
 - d. Late Charges: \$100.70

Exhibit
NEXHIBIT A

ALL that piece, parcel or lot of land, lying, situate and being in the Town of Summerville, County of Dorchester, State of South Carolina, shown and designated as "LOT 94" and being more specifically shown on a plat prepared by Trico Engineering Consultants, Inc., entitled "PLAT SHOWING ARBOR OAKS, PHASE 2B, 13.466 ACRES, A PORTION OF TMS 152-00-00-052, PROPERTY OF GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT COMPANY, LOCATED IN THE TOWN OF SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA", dated August 8, 2003, and recorded January 22, 2004 in the ROD Office for Dorchester County in Plat Book K at Page 87.

THIS BEING the same property conveyed to the Mortgagor(s) herein by deed of David W. Moore and Allyson M. Moore dated November 4, 2021 and recorded in the Dorchester County ROD Office simultaneously herewith simultaneously herewith.

TMS#: 152-04-14-006.000

Exhibit
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ELECTRONICALLY FILED - 2024 May 21 10:13 AM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

P194		COLLECTION INFORMATION		04/17/24	
LN [REDACTED]					
NAME NR NOISETTE INV-LN [REDACTED] DUE 04-01-23 TYPE 11					
BR EF MAN C P-TYPE 1 INT .0350000 FIRST PB 273,573.52 2ND PB .00					
ORIG MTG [REDACTED] LN DATE 11-19-21 TERM 360 MO P&I 1258.80 PAY PER 12					
BILL NIKIA RENEE NOISETTE TEL [REDACTED]					
NAME TAX NAME NIKIA REN VOISETTE					
& 402 ARBOR OAKS DR PROPERTY 402 ARBOR OAKS DR					
ADDR SUMMERVILLE SC 29485 ADDRESS SUMMERVILLE SC 29485					
AMOUNTS DUE ASM [REDACTED] MAT 12-51 XFER DEED - -					
DUE DATE 04-01-23 BALANCES STOPS					
REG PAYMENT 2746.41 SUSPENSE .00 PROCESS 8					
MONTHS 13 RES ESC .00 CASHIER 5 TIMES 2					
TOT REG PAY 35125.35 HUD BAL .00 DISB 8					
ACCRUED LC 100.70 ESC ADV 9596.41 BD CK 0					
NSF BAL .00 REP RES .00 PIF 0					
OTHER FEE 150.00 REG ESC .00 FC 2 TRACK A					
TOTAL DUE 35376.05 NOTICE 2					
LC FACTR .04000 MAX LC AMT 9999.99 MAX LC RATE .00000 L/C 1					
LC CODE A MIN LC AMT .01 GRACE DAYS 015 PMT/BD CK TAB [REDACTED]					
REMINDER DAYS FINAL NOTICE DAYS DELQ TAB THRU 01-24 [REDACTED]					
PLEASE ENTER NEXT TRANSACTION [REDACTED] ASSUMABLE					

HAZ1 MAIN

HAZ1 [REDACTED] HAZARD & FLOOD INSURANCE 04/17/24 12:08:22
 351 [REDACTED] NAME NR NOISETTE TYPE F.H.A. UNIT ID
 PROP 402 ARBOR OAKS DR SUMMERVILLE SC 29485 MAN C GROUP

-----MAIN-----

TYP	AGENT	INSCO	DUE	EXPIRES	PREMIUM	TRM	COVERAGE	P	C	POLICY	NUMBER
351	C6660	90000	11/24	11/19/24	1481.00	12	334100	6	H	[REDACTED]	

ACT C DISB CD ADD. PREM MTG CL R 10/30/23 VP Y OV ZGD

-----* PF2 FOR ADDITIONAL MESSAGES *-----

--SPOC--

LOSS MIT IND = 1 INCOMPLETE PKG RECD COMPLETED LOSS MITIGATION
 DISB STOP = 8 MORTGAGE DISPOSITION ANASTP=1 FORECLOSURE DEPT
 TELEVOICE FLAG = IA 169 DAYS PAST PROJECTED LEGAL DATE

-----HDED TO UPDATE DEDUCTIBLE AMOUNT-----

AGENT [REDACTED] ----- DISBURSEMENT AND REFUND HISTORY -----

TYP	PAYEE	DUE	PAID	AMOUNT
351	90000	11-23	10-30-23	1,481.00-

INSCO [REDACTED]
 PAY [REDACTED]
 DO NOT MAIL
 00000

SER1 LOAN

SER1 [REDACTED] CUSTOMER SERVICE INV [REDACTED] 04/17/24 12:08:23
 NIKIA RENEE NOISETTE [REDACTED] 0 TYPE F.H.A. MAN C
 [REDACTED] IR 3.50000 BR EF [REDACTED]
 402 ARBOR OAKS DR SUMMERVILLE SC 29485
 < BORROWER REQUESTED DEBT VALIDATION- SENT COPY OF >: 03/26/24

-----* LOAN INFORMATION *-----

DATE	PMT	LAST PAID	DATE	DUE	AMOUNT	(13 MONTHS)
04/01/23	PMT				1763.58	WU: R
1ST P&I	1258.80	PAYMENT	05/10/23	03/23	1481.00-	[REDACTED]
*COUNTY	603.99	HAZARD	10/30/23	11/23	185.70-	
*HAZ	116.00	MIP/PMI	04/02/24	12/24	2802.93-	
*MI	189.64	COUNTY	12/08/23	12/23		
*OV/SH	577.98					CI .00
TOT PMT	2746.41					ANALYZED COUP MO 02/16/23 04

LC DUE 100.70 ----- BALANCES ----- BILL PROD
 OTH FEES 150.00 PRINCIPAL 273,573.52 04/16/24
 TOT DUE 35376.05 ESCROW 9,596.41- 2023 PRN 1,830.15
 -- PENDING PAYMENT -- SUSPENSE .00 2023 TAX 2,802.93
 04/24 2168.43 RES ESC .00 2023 INT 3,205.05

-----* PF2 FOR ADDL MESSAGES *-----

--SPOC--

COMPLETED LOSS MITIGATION ACTIVE FORECLOSURE
 LOSS MIT IND = 1 INCOMPLETE PKG RECD
 LOAN IS IN FORECLOSURE, F/C STOP = 2 PROC STOP = 8 MORTGAGE DISPOSITION

P309 page 10

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 04-17-24

NAME NR NOISETTE INV-LN [REDACTED] DUE 04-01-23 TYPE 11

BR EF MAN C P-TYPE 1 INT .0350000 FIRST PB 273,573.52 2ND PB .00

NET 2746.41 SF .00500000 SUSP .00 STOP D B P F N A D L

REP .00 RES .00

APP	04-04	04-04
SEG#/DUE	02-23	12-23
TYPE/TRAN	1 61	3 10
AMOUNT	189.64	189.64-
PRIN-PD	.00	.00
PRIN-BAL	274,491.26	274,491.26
INT-PD	.00	.00
ESC-PD	189.64	189.64-
ESC-BAL	.00	189.64-
A&H-INS	.00	.00
LIFE-INS	.00	.00
LC/FEES	.00	.00
MISC-PD	.00	.00
ADV-BAL	4,534.96	4,345.32
TOT SUSP	.00	.00
SC/PAYEE		F.H.A.
RES ESC	.00	.00
BSC	.00	.00
FHA	.00	.00
REFUND	.00	.00
REP RES	.00	.00
HUD PD	.00	.00
HUD FEE	.00	.00
REAPP	.00	.00
CHG OWNER	.00	.00
CAP AMT	.00	.00
DIB/OLD IR		
NEW IR		
OLD P&I		
NEW P&I		
OLD DUE		
UN-INT	.00	.00
UN-INT BAL	.00	.00
CREDIT LF	.00	.00
ORIG FEE	.00	.00
EFF DT		
F/S PRIN		
F/S INT		
INT DUE	.00	.00
IOE/IORE	.00	.00
HI TYPE	1	1
AMT ADV	.00	.00
CHECK NO		
PREV POST	.00	.00

P309 page 9		MORTGAGE LOAN HISTORY				04-17-24
P309 LN		INV-LN		DUE	04-01-23	TYPE 11
NAME NR NOISETTE						
BR EF MAN C P-TYPE 1	INT .0350000	FIRST PB	273,573.52	2ND PB		.00
NET	2746.41	SF .00500000	SUSP	.00	STOP D B P F N A D L	
REP	.00	RES	.00			
APP	05-10	05-08	05-02	05-02	04-24	
SEG#/DUE	02-23	02-23	02-23	12-23	02-23	
TYPE/TRAN	1 73	1 73	1 61	3 10	1 73	
AMOUNT	.00	1,763.58	189.64	189.64-	1,763.58	
PRIN-PD	458.20	.00	.00	.00	.00	
PRIN-BAL	274,033.06	274,491.26	274,491.26	274,491.26	274,491.26	
INT-PD	800.60	.00	.00	.00	.00	
ESC-PD	504.78	.00	189.64	189.64-	.00	
ESC-BAL	504.78	.00	.00	189.64-	.00	
A&H-INS	.00	.00	.00	.00	.00	
LIFE-INS	.00	.00	.00	.00	.00	
LC/FEES	.00	.00	.00	.00	.00	
MISC-PD	.00	.00	.00	.00	.00	
ADV-BAL	4,724.60	4,724.60	4,724.60	4,534.96	4,534.96	
TOT SUSP	1,763.58-	1,763.58	.00	.00	1,763.58	
SC/PAYEE *		*		F.H.A.	*	
RES ESC	.00	.00	.00	.00	.00	
BSC	.00	.00	.00	.00	.00	
FHA	.00	.00	.00	.00	.00	
REFUND	.00	.00	.00	.00	.00	
REP RES	.00	.00	.00	.00	.00	
HUD PD	.00	.00	.00	.00	.00	
HUD FEE	.00	.00	.00	.00	.00	
REAPP	.00	.00	.00	.00	.00	
CHG OWNER	.00	.00	.00	.00	.00	
CAP AMT	.00	.00	.00	.00	.00	
DIB/OLD IR	W-U MTCN:	W-U MTCN:			W-U MTCN:	
NEW IR						
OLD P&I						
NEW P&I						
OLD DUE						
UN-INT	.00	.00	.00	.00	.00	
UN-INT BAL	.00	.00	.00	.00	.00	
CREDIT LF	.00	.00	.00	.00	.00	
ORIG FEE	.00	.00	.00	.00	.00	
EFF DT	04-24-23	05-08-23			04-24-23	
F/S PRIN						
F/S INT						
INT DUE	.00	.00	.00	.00	.00	
IOE/IORE	.00	.00	.00	.00	.00	
HI IYPE	1	1	1	1	1	
AMT ADV	.00	.00	.00	.00	.00	
CHECK NO						
PREV POST	.00	.00	.00	.00	.00	

P309 page 8		MORTGAGE LOAN HISTORY				04-17-24
P309 LN		INV-LN		DUE 04-01-23	TYPE 11	
NAME NR NOISETTE						
BR EF MAN C P-TYPE 1	INT .0350000	FIRST PB	273,573.52	2ND PB	.00	
NET	2746.41	SF .00500000	SUSP	.00	STOP D R P F N A D I	
REP	.00	RES	.00			
APP	06-02	06-02	05-10	05-10	05-10	
SEG#/DUE	04-23	12-23	03-23	03-23	02-23	
TYPE/TRAN	1 61	3 10	1 68	1 73	1 68	
AMOUNT	189.64	189.64-	.00	.00	.00	
PRIN-PD	.00	.00	.00	459.54	.00	
PRIN-BAL	273,573.52	273,573.52	273,573.52	273,573.52	274,033.06	
INT-PD	.00	.00	.00	799.26	.00	
ESC-PD	189.64	189.64-	504.78-	504.78	504.78-	
ESC-BAL	.00	189.64-	.00	504.78	.00	
A&H-INS	.00	.00	.00	.00	.00	
LIFE-INS	.00	.00	.00	.00	.00	
LC/FEES	.00	.00	.00	.00	.00	
MISC-PD	.00	.00	.00	.00	.00	
ADV-BAL	3,904.68	3,715.04	3,715.04	4,219.82	4,219.82	
TOT SUSP	.00	.00	.00	1,763.58-	.00	
SC/PAYEE		F.H.A.	*	*	*	
RES ESC	.00	.00	.00	.00	.00	
BSC	.00	.00	.00	.00	.00	
FHA	.00	.00	.00	.00	.00	
REFUND	.00	.00	504.78	.00	504.78	
REP RES	.00	.00	.00	.00	.00	
HUD PD	.00	.00	.00	.00	.00	
HUD FEE	.00	.00	.00	.00	.00	
REAPP	.00	.00	.00	.00	.00	
CHG OWNER	.00	.00	.00	.00	.00	
CAP AMT	.00	.00	.00	.00	.00	
DIB/OLD IR				W-U MTCN:		
NEW IR						
OLD P&I						
NEW P&I						
OLD DUE						
UN-INT	.00	.00	.00	.00	.00	
UN-INT BAL	.00	.00	.00	.00	.00	
CREDIT LF	.00	.00	.00	.00	.00	
ORIG FEE	.00	.00	.00	.00	.00	
EFF DT				05-08-23		
F/S PRIN						
F/S INT						
INT DUE	.00	.00	.00	.00	.00	
IOE/IORE	.00	.00	.00	.00	.00	
HI TYPE	1	1	1	1	1	
AMT ADV	.00	.00	.00	.00	.00	
CHECK NO						
PREV POST	.00	.00	.00	.00	.00	

P309 page 7		MORTGAGE LOAN HISTORY				04-17-24
P309 LN		NAME NR NOISETTE	INV-LN		DUE 04-01-23	TYPE 11
BR EF MAN C P-TYPE 1	INT .0350000	FIRST PB	273,573.52	2ND PB		.00
NET	2746.41	SF .00500000	SUSP	.00	STOP D B P F N A D L	
REP	.00	RES	.00			
APP	08-09	08-02	08-02	07-05	07-05	
SEG#/DUE	04-23	04-23	12-23	04-23	12-23	
TYPE/TRAN	1 73	1 61	3 10	1 61	3 10	
AMOUNT	.00	189.64	189.64-	189.64	189.64-	
PRIN-PD	.00	.00	.00	.00	.00	
PRIN-BAL	273,573.52	273,573.52	273,573.52	273,573.52	273,573.52	
INT-PD	.00	.00	.00	.00	.00	
ESC-PD	472.84	189.64	189.64-	189.64	189.64-	
ESC-BAL	472.84	.00	189.64-	.00	189.64-	
A&H-INS	.00	.00	.00	.00	.00	
LIFE-INS	.00	.00	.00	.00	.00	
LC/FEES	.00	.00	.00	.00	.00	
MISC-PD	.00	.00	.00	.00	.00	
ADV-BAL	4,283.96	4,283.96	4,094.32	4,094.32	3,904.68	
TOT SUSP	472.84-	.00	.00	.00	.00	
SC/PAYEE *			F.H.A.		F.H.A.	
RES ESC	.00	.00	.00	.00	.00	
BSC	.00	.00	.00	.00	.00	
FHA	.00	.00	.00	.00	.00	
REFUND	.00	.00	.00	.00	.00	
REP RES	.00	.00	.00	.00	.00	
HUD PD	.00	.00	.00	.00	.00	
HUD FEE	.00	.00	.00	.00	.00	
REAPP	.00	.00	.00	.00	.00	
CHG OWNER	.00	.00	.00	.00	.00	
CAP AMT	.00	.00	.00	.00	.00	
DIB/OLD IR	W-U MTCN:					
NEW IR						
OLD P&I						
NEW P&I						
OLD DUE						
UN-INT	.00	.00	.00	.00	.00	
UN-INT BAL	.00	.00	.00	.00	.00	
CREDIT LF	.00	.00	.00	.00	.00	
ORIG FEE	.00	.00	.00	.00	.00	
EFF DT	05-08-23					
F/S PRIN						
F/S INT						
INT DUE	.00	.00	.00	.00	.00	
IOE/IORE	.00	.00	.00	.00	.00	
HI TYPE	1	1	1	1	1	
AMT ADV	.00	.00	.00	.00	.00	
CHECK NO						
PREV POST	.00	.00	.00	.00	.00	

P309 page 6		MORTGAGE LOAN HISTORY				04-17-24
P309 LN		INV-LN		DUE	04-01-23	TYPE 11
NAME NR NOISETTE						
BR EF MAN C P-TYPE 1	INT .0350000	FIRST PB	273,573.52	2ND PB		.00
NET	2746.41	SF .00500000	SUSP	.00	STOP D B P F N A D L	
REP	.00	RES	.00			
APP	10-03	10-03	09-05	09-05	08-09	
SEG#/DUE	04-23	12-23	04-23	12-23	04-23	
TYPE/TRAN	1 61	3 10	1 61	3 10	1 68	
AMOUNT	189.64	189.64-	189.64	189.64-	.00	
PRIN-PD	.00	.00	.00	.00	.00	
PRIN-BAL	273,573.52	273,573.52	273,573.52	273,573.52	273,573.52	
INT-PD	.00	.00	.00	.00	.00	
ESC-PD	189.64	189.64-	189.64	189.64-	472.84-	
ESC-BAL	.00	189.64-	.00	189.64-	.00	
A&H-INS	.00	.00	.00	.00	.00	
LIFE-INS	.00	.00	.00	.00	.00	
LC/FEES	.00	.00	.00	.00	.00	
MISC-PD	.00	.00	.00	.00	.00	
ADV-BAL	4,190.40	4,000.76	4,000.76	3,811.12	3,811.12	
TOT SUSP	.00	.00	.00	.00	.00	
SC/PAYEE		F.H.A.		F.H.A.	*	
RES ESC	.00	.00	.00	.00	.00	
BSC	.00	.00	.00	.00	.00	
FHA	.00	.00	.00	.00	.00	
REFUND	.00	.00	.00	.00	472.84	
REP RES	.00	.00	.00	.00	.00	
HUD PD	.00	.00	.00	.00	.00	
HUD FEE	.00	.00	.00	.00	.00	
REAPP	.00	.00	.00	.00	.00	
CHG OWNER	.00	.00	.00	.00	.00	
CAP AMT	.00	.00	.00	.00	.00	
DIB/OLD IR						
NEW IR						
OLD P&I						
NEW P&I						
OLD DUE						
UN-INT	.00	.00	.00	.00	.00	
UN-INT BAL	.00	.00	.00	.00	.00	
CREDIT LF	.00	.00	.00	.00	.00	
ORIG FEE	.00	.00	.00	.00	.00	
EFF DT						
F/S PRIN						
F/S INT						
INT DUE	.00	.00	.00	.00	.00	
IOE/IORE	.00	.00	.00	.00	.00	
HI TYPE	1	1	1	1	1	
AMT ADV	.00	.00	.00	.00	.00	
CHECK NO						
PREV POST	.00	.00	.00	.00	.00	

P309 page 5		MORTGAGE LOAN HISTORY				04-17-24
P309 LN	[REDACTED]		INV-LN	[REDACTED]		DUE 04-01-23 TYPE 11
NAME NR NOISETTE			BR EF MAN C P-TYPE 1 INT .0350000 FIRST PB	273,573.52	2ND PB	.00
NET	2746.41	SF .00500000	SUSP	.00	STOP D B P F N A D L	
REP	.00	RES	.00	[REDACTED]		
APP	12-04	11-02	11-02	10-30	10-30	
SEG#/DUE	12-23	04-23	12-23	04-23	11-23	
TYPE/TRAN	3 10	1 61	3 10	1 61	3 51	
AMOUNT	189.64-	189.64	189.64-	1,481.00	1,481.00-	
PRIN-PD	.00	.00	.00	.00	.00	
PRIN-BAL	273,573.52	273,573.52	273,573.52	273,573.52	273,573.52	
INT-PD	.00	.00	.00	.00	.00	
ESC-PD	189.64-	189.64	189.64-	1,481.00	1,481.00-	
ESC-BAL	189.64-	.00	189.64-	.00	1,481.00-	
A&H-INS	.00	.00	.00	.00	.00	
LIFE-INS	.00	.00	.00	.00	.00	
LC/FEES	.00	.00	.00	.00	.00	
MISC-PD	.00	.00	.00	.00	.00	
ADV-BAL	5,861.04	5,861.04	5,671.40	5,671.40	4,190.40	
TOT SUSP	.00	.00	.00	.00	.00	
SC/PAYEE	F.H.A.		F.H.A.		90000	
RES ESC	.00	.00	.00	.00	.00	
BSC	.00	.00	.00	.00	.00	
FHA	.00	.00	.00	.00	.00	
REFUND	.00	.00	.00	.00	.00	
REP RES	.00	.00	.00	.00	.00	
HUD PD	.00	.00	.00	.00	.00	
HUD FEE	.00	.00	.00	.00	.00	
REAPP	.00	.00	.00	.00	.00	
CHG OWNER	.00	.00	.00	.00	.00	
CAP AMT	.00	.00	.00	.00	.00	
DIB/OLD IR						
NEW IR						
OLD P&I						
NEW P&I						
OLD DUE						
UN-INT	.00	.00	.00	.00	.00	
UN-INT BAL	.00	.00	.00	.00	.00	
CREDIT LF	.00	.00	.00	.00	.00	
ORIG FEE	.00	.00	.00	.00	.00	
EFF DT						
F/S PRIN						
F/S INT						
INT DUE	.00	.00	.00	.00	.00	
IOE/IORE	.00	.00	.00	.00	.00	
HI TYPE	1	1	1	1	1	
AMT ADV	.00	.00	.00	.00	.00	
CHECK NO						
PREV POST	.00	.00	.00	.00	.00	

P309 page 4		MORTGAGE LOAN HISTORY				04-17-24
P309 LN		INV-LN		DUE	04-01-23	TYPE 11
NAME NR NOISETTE						
BR EF MAN C P-TYPE 1 INT .0350000	FIRST PB	273,573.52	2ND PB	.00		
NET 2746.41	SF .00500000	SUSP	.00	STOP D B P F N A D L		
REP .00	RES .00					
APP	01-03	12-18	12-08	12-08	12-04	
SEG#/DUE	12-24	04-23	04-23	12-23	04-23	
TYPE/TRAN	3 10	1 52	1 61	3 12	1 61	
AMOUNT	185.70-	.00	2,802.93	2,802.93-	189.64	
PRIN-PD	.00	.00	.00	.00	.00	
PRIN-BAL	273,573.52	273,573.52	273,573.52	273,573.52	273,573.52	
INT-PD	.00	.00	.00	.00	.00	
ESC-PD	185.70-	.00	2,802.93	2,802.93-	189.64	
ESC-BAL	185.70-	.00	.00	2,802.93-	.00	
A&H-INS	.00	.00	.00	.00	.00	
LIFE-INS	.00	.00	.00	.00	.00	
LC/FEES	.00 1	50.35-	.00	.00	.00	
MISC-PD	.00	.00	.00	.00	.00	
ADV-BAL	8,853.61	8,853.61	8,853.61	6,050.68	6,050.68	
TOT SUSP	.00	.00	.00	.00	.00	
SC/PAYEE	F.H.A.			39035		
RES ESC	.00	.00	.00	.00	.00	
BSC	.00	.00	.00	.00	.00	
FHA	.00	.00	.00	.00	.00	
REFUND	.00	.00	.00	.00	.00	
REP RES	.00	.00	.00	.00	.00	
HUD PD	.00	.00	.00	.00	.00	
HUD FEE	.00	.00	.00	.00	.00	
REAPP	.00	.00	.00	.00	.00	
CHG OWNER	.00	.00	.00	.00	.00	
CAP AMT	.00	.00	.00	.00	.00	
DIB/OLD IR						
NEW IR						
OLD P&I						
NEW P&I						
OLD DUE						
UN-INT	.00	.00	.00	.00	.00	
UN-INT BAL	.00	.00	.00	.00	.00	
CREDIT LF	.00	.00	.00	.00	.00	
ORIG FEE	.00	.00	.00	.00	.00	
EFF DT						
F/S PRIN						
F/S INT						
INT DUE	.00	.00	.00	.00	.00	
IOE/IORE	.00	.00	.00	.00	.00	
HI TYPE	1	1	1	1	1	
AMT ADV	.00	.00	.00	.00	.00	
CHECK NO						
PREV POST	.00	.00	.00	.00	.00	

P309 page 3		MORTGAGE LOAN HISTORY				04-17-24
P309 LN		INV-LN		DUE	04-01-23	TYPE 11
NAME NR NOISETTE						
BR EF MAN C P-TYPE 1 INT .0350000	FIRST PB	273,573.52	2ND PB			.00
NET 2746.41 SF .00500000	SUSP	.00	STOP D B P F N A D L			
REP .00 RES .00						
APP	02-23	02-02	02-02	01-16	01-03	
SEG#/DUE	00-00	04-23	12-24	04-23	04-23	
TYPE/TRAN	6 30	1 61	3 10	1 52	1 61	
AMOUNT	.00	185.70	185.70-	.00	185.70	
PRIN-PD	.00	.00	.00	.00	.00	
PRIN-BAL	273,573.52	273,573.52	273,573.52	273,573.52	273,573.52	
INT-PD	.00	.00	.00	.00	.00	
ESC-PD	.00	185.70	185.70-	.00	185.70	
ESC-BAL	.00	.00	185.70-	.00	.00	
A&H-INS	.00	.00	.00	.00	.00	
LIFE-INS	.00	.00	.00	.00	.00	
LC/FEES	.00	.00	.00	1 50.35-	.00	
MISC-PD	.00	.00	.00	.00	.00	
ADV-BAL	9,225.01	9,225.01	9,039.31	9,039.31	9,039.31	
TOT SUSP	.00	.00	.00	.00	.00	
SC/PAYEE	ATTY 6655		F.H.A.			
RES ESC	.00	.00	.00	.00	.00	
BSC	.00	.00	.00	.00	.00	
FHA	.00	.00	.00	.00	.00	
REFUND	.00	.00	.00	.00	.00	
REP RES	.00	.00	.00	.00	.00	
HUD PD	.00	.00	.00	.00	.00	
HUD FEE	.00	.00	.00	.00	.00	
REAPP	.00	.00	.00	.00	.00	
CHG OWNER	.00	.00	.00	.00	.00	
CAP AMT	.00	.00	.00	.00	.00	
DIB/OLD IR						
NEW IR						
OLD P&I						
NEW P&I						
OLD DUE						
UN-INT	.00	.00	.00	.00	.00	
UN-INT BAL	.00	.00	.00	.00	.00	
CREDIT LF	.00	.00	.00	.00	.00	
ORIG FEE	.00	.00	.00	.00	.00	
EFF DT						
F/S PRIN						
F/S INT						
INT DUE	.00	.00	.00	.00	.00	
IOE/IORE	.00	.00	.00	.00	.00	
HI TYPE	1	1	1	1	1	
AMT ADV	.00	.00	.00	.00	.00	
CHECK NO						
PREV POST	.00	.00	.00	.00	.00	

P309 page 2		MORTGAGE LOAN HISTORY				04-17-24
P309 LN		INV-LN		DUE 04-01-23 TYPE 11		
NAME NR NOISSETTE						
BR EF MAN C P-TYPE 1 INT .0350000		FIRST PB		273,573.52	2ND PB	.00
NET 2746.41 SF .00500000		SUSP		.00	STOP D B P F N A D L	
REP .00 RES .00						
APP	03-04	03-04	02-23	02-23	02-23	
SEG#/DUE	04-23	12-24	00-00	00-00	00-00	
TYPE/TRAN	1 61	3 10	6 32	6 32	6 32	
AMOUNT	185.70	185.70-	.00	.00	.00	
PRIN-PD	.00	.00	.00	.00	.00	
PRIN-BAL	273,573.52	273,573.52	273,573.52	273,573.52	273,573.52	
INT-PD	.00	.00	.00	.00	.00	
ESC-PD	185.70	185.70-	.00	.00	.00	
ESC-BAL	.00	185.70-	.00	.00	.00	
A&H-INS	.00	.00	.00	.00	.00	
LIFE-INS	.00	.00	.00	.00	.00	
LC/FEES	.00	.00	.00	.00	.00	
MISC-PD	.00	.00	.00	.00	.00	
ADV-BAL	9,410.71	9,225.01	9,225.01	9,225.01	9,225.01	
TOT SUSP	.00	.00	.00	.00	.00	
SC/PAYEE		F.H.A.	ATTY 6655	ATTY 6655	ATTY 6655	
RES ESC	.00	.00	.00	.00	.00	
BSC	.00	.00	.00	.00	.00	
FHA	.00	.00	.00	.00	.00	
REFUND	.00	.00	.00	.00	.00	
REP RES	.00	.00	.00	.00	.00	
HUD PD	.00	.00	.00	.00	.00	
HUD FEE	.00	.00	.00	.00	.00	
REAPP	.00	.00	.00	.00	.00	
CHG OWNER	.00	.00	.00	.00	.00	
CAP AMT	.00	.00	.00	.00	.00	
DIB/OLD IR						
NEW IR						
OLD P&I						
NEW P&I						
OLD DUE						
UN-INT	.00	.00	.00	.00	.00	
UN-INT BAL	.00	.00	.00	.00	.00	
CREDIT LF	.00	.00	.00	.00	.00	
ORIG FEE	.00	.00	.00	.00	.00	
EFF DT						
F/S PRIN						
F/S INT						
INT DUE	.00	.00	.00	.00	.00	
IOE/IORE	.00	.00	.00	.00	.00	
HI TYPE	1	1	1	1	1	
AMT ADV	.00	.00	.00	.00	.00	
CHECK NO						
PREV POST	.00	.00	.00	.00	.00	

P309 page 1		MORTGAGE LOAN HISTORY				04-17-24
P309 LN		INV-LN		DUE 04-01-23 TYPE 11		
NAME NR NOISETTE						
BR EF MAN C P-TYPE 1 INT .0350000 FIRST PB 273,573.52 2ND PB .00						
NET 2746.41 SF .00500000 SUSP .00 STOP D B P F N A D L						
REP .00 RES .00						
APP	04-08	04-08	04-02	04-02		
SEG#/DUE	00-00	00-00	04-23	12-24	00-00	
TYPE/TRAN	6 32	6 32	1 61	3 10	6 32	
AMOUNT	.00	.00	185.70	185.70-	.00	
PRIN-PD	.00	.00	.00	.00	.00	
PRIN-BAL	273,573.52	273,573.52	273,573.52	273,573.52	273,573.52	
INT-PD	.00	.00	.00	.00	.00	
ESC-PD	.00	.00	185.70	185.70-	.00	
ESC-BAL	.00	.00	.00	185.70-	.00	
A&H-INS	.00	.00	.00	.00	.00	
LIFE-INS	.00	.00	.00	.00	.00	
LC/FEES	.00	.00	.00	.00	.00	
MISC-PD	.00	.00	.00	.00	.00	
ADV-BAL	9,596.41	9,596.41	9,596.41	9,410.71	9,410.71	
TOT SUSP	.00	.00	.00	.00	.00	
SC/PAYEE	ATTY 6655	ATTY 6655		F.H.A.	ATTY 6655	
RES ESC	.00	.00	.00	.00	.00	
BSC	.00	.00	.00	.00	.00	
FHA	.00	.00	.00	.00	.00	
REFUND	.00	.00	.00	.00	.00	
REP RES	.00	.00	.00	.00	.00	
HUD PD	.00	.00	.00	.00	.00	
HUD FEE	.00	.00	.00	.00	.00	
REAPP	.00	.00	.00	.00	.00	
CHG OWNER	.00	.00	.00	.00	.00	
CAP AMT	.00	.00	.00	.00	.00	
DIB/OLD IR						
NEW IR						
OLD P&I						
NEW P&I						
OLD DUE						
UN-INT	.00	.00	.00	.00	.00	
UN-INT BAL	.00	.00	.00	.00	.00	
CREDIT LF	.00	.00	.00	.00	.00	
ORIG FEE	.00	.00	.00	.00	.00	
EFF DT						
F/S PRIN						
F/S INT						
INT DUE	.00	.00	.00	.00	.00	
IOE/IORE	.00	.00	.00	.00	.00	
HI TYPE	1	1	1	1	1	
AMT ADV	.00	.00	.00	.00	.00	
CHECK NO						
PREV POST	.00	.00	.00	.00	.00	

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PAY4 Screen 2
PAY4 [REDACTED] AS-OF 06/01/24 PAYOFF CALCULATION TOTALS 04/17/24 12:08:03
NAME NR NOISETTE CONTACT NAME NIKIA RENEE NOISETTE
-----
RREM DEFERRED FEE .00 ***** INFORMATION ONLY *****
COST RECAPTURE DUE .00 AMOUNTS INCLUDED IN PAYOFF ELEMENTS
---- PMT DEFERRED BALANCES DUE ---- RREM DEFERRED INT .00
PMT DEFERRED PRIN .00 *****
PMT DEFERRED INT .00
PMT DEFERRED ESC ADV .00
PMT DEFERRED CORP AD .00
PMT DEFERRED FEE .00

TOTAL PAGE 1 298,976.84
PAGE 2 .00
TOTAL TO PAYOFF 298,976.84
-----

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PAY3 Final		AS-OF 06/01/24 PAYOFF FEES AND PERDIEM		04/17/24 12:08:03	
PAY3					
----- 1ST MORT PERDIEM INTEREST - ASSESS WAIVE -----		----- ADDITIONAL FEES -----			
FROM	RATE	AMOUNT	N	Y 1	.00 CARES ACT INT CREDIT
06/02/24	03.50000	26.23	N	Y 2	.00 DEMAND / NOTIFY
		CALCULATED	N	Y 3	10.00 RECORDG/ASSIGNMT FEE
			N	Y 4	.00 RECONVEYANCE FEE
			N	Y 5	10.00 DEFAULT INTEREST
			N	C 6	150.00 PROP INSPECTION FEE
			N	N 7	.00 MISC CLIENT FEE
			N	N 8	.00 BK ATTY FEE/COST
			N		100.70 ACCUM LATE CHARGES
			N		.00 ACCUM NSF CHARGES
			N		.00 OTHER FEES DUE
----- MEMO ITEMS -----					
PAYMENT L/C 50.35		TYP 11 ST 39 CNTY 035		INV	
----- * ADDITIONAL MESSAGES * -----		PF4:		FEE COMMENTS	
--SPOC--		ACTIVE FORECLOSURE			
LOSS MIT IND = 1 INCOMPLETE PKG RECD		COMPLETED LOSS MITIGATION			
LOAN IS IN FORECLOSURE, F/C STOP = 2		PROC STOP = 8 MORTGAGE DISPOSITION			
DISB STOP = 8 MORTGAGE DISPOSITION		TELEVOICE FLAG = IA			
169 DAYS PAST PROJECTED LEGAL DATE		ACTIVE PROP PRES			

PAY2 Initial		PAYOFF CALCULATION		04/17/24 12:08:02	
PAY2 [REDACTED] NAME NR NOISETTE CONTACT NAME NIKIA RENEE NOISETTE					
AS OF VERBAL REVI REFI PAYT CSH-ADV				SF-OPT	
04/18/24 N N N N				1	
1098 CCN CALC MTHD P/DM LETTER MSG DAYS					
C D XQ 08 1 90					
CALC INT: 2 (1)THROUGH (2)TO AS OF					
* ADDITIONAL MESSAGES *					
WARNING: AS-OF DATE IS SIX MONTHS OR MORE BEYOND LCAN DUE DATE					
FHA LOAN WITH CLOSING DATE ON OR AFTER 01/21/15 - P/DM SET TO D					
--SPOC-- ACTIVE FORECLOSURE					
LOSS MIT IND = 1 INCOMPLETE PKG RECD COMPLETED LOSS MITIGATION					
LOAN IS IN FORECLOSURE, F/C STOP = 2 PROC STOP = 8 MORTGAGE DISPOSITION					
INT INDICATOR 2, INT IN ARREARS					
LOAN TYPE 11 F.H.A.					
DISTRIBUTION TYPE 1 CONSTANT P&I					
INTEREST RATE 3.50000 DUE 04/01/23					
INV NAME [REDACTED]					
INV LOAN [REDACTED]					
INV PHONE [REDACTED]					

PAY2 FHA 1		PAYOFF CALCULATION		04/17/24 12:08:02	
PAY2 [REDACTED] NAME NR NOISETTE CONTACT NAME NIKIA RENEE NOISETTE					
AS OF VERBAL REVI REFI PAYT CSH-ADV				SF-OPT	
04/18/24 N N N N				1	
1098 CCN CALC MTHD P/DM LETTER MSG DAYS					
C D XP 00 1 90					
CALC INT: 1 (1)THROUGH (2)TO AS OF					
DISB STOP = 8 MORTGAGE DISPOSITION					
169 DAYS PAST PROJECTED LEGAL DATE					
QUALIFIED MORTGAGE QM GENERAL QM					
LOSS MIT IND = 1 INCOMPLETE PKG RECD					
LOAN IS IN FORECLOSURE, F/C STOP - 2					
TELEVOICE FLAG = IA					
ACTIVE PROP PRES					
ESCROW WAIVER 03 ESC REQD LIFE OF LN					
COMPLETED LOSS MITIGATION					
PROC STOP = 8 MORTGAGE DISPOSITION					
INT INDICATOR 2, INT IN ARREARS					
LOAN TYPE 11 F.H.A.					
DISTRIBUTION TYPE 1 CONSTANT P&I					
INTEREST RATE 3.50000 DUE 04/01/23					
INV NAME [REDACTED]					
INV LOAN [REDACTED]					
INV PHONE [REDACTED]					

FEE1 page 2
FEE1 [REDACTED] FEE ACTIVITY LEDGER 04/17/24 12:07:54
SELECTED CODES FROM MMDDYY PAGE 2 OF 2
NIKIA RENEE NOISETTE 402 ARBOR OAKS DR
SUMMERVILLE SC 29485-

FEE CODE	DESCRIPTION	DATE ASSESSED	AMOUNT	DATE PAID	AMOUNT	DATE WAIVED	AMOUNT
1	LATE CHARGE	12-18-23	50.35				
6	PROP INSPECTION	01-15-24	30.00				
1	LATE CHARGE	01-16-24	50.35				
6	PROP INSPECTION	02-13-24	30.00				
6	PROP INSPECTION	03-12-24	30.00				
6	PROP INSPECTION	04-10-24	30.00				
NET	250.70	TOTALS	567.45		50.00		266.75

** NO MORE ITEMS IN ACTIVITY LEDGER **

PAY1 Initial
PAY1 [REDACTED] PAYOFF BANKRUPTCY/FORECLOSURE ALERT 04/17/24 12:07:56
NAME NR NOISETTE

* A L E R T *

LOAN IS IN FORECLOSURE, F/C STOP = 2

PRESS PF1 TO CONTINUE PAYOFF, PF9 TO INITIATE FOR1 OR CLEAR TO EXIT

* A L E R T *

-----* ADDITIONAL MESSAGES *-----
--SPOC--
LOSS MIT IND = 1 INCOMPLETE PKG RECD
LOAN IS IN FORECLOSURE, F/C STOP = 2
DISB STOP = 8 MORTGAGE DISPOSITION
169 DAYS PAST PROJECTED LEGAL DATE

ACTIVE FORECLOSURE
COMPLETED LOSS MITIGATION
PROC STOP = 8 MORTGAGE DISPOSITION
TELEVOICE FLAG = IA
ACTIVE PROP PRES

DDCH page 4

DDCH [REDACTED] CORPORATE ADVANCE HISTORY SCREEN [REDACTED] 04/17/24 12:07:51
 NR NOISETTE L:C F:A B: R: 04/01/23 TYPE F.H.A. MAN C
 402 ARBOR OAKS DR SUMMERVILLE SC 29485

* END *

PAYEE		TRAN	RSN	USR	ESC PAYEE	
SORT		SORT	SORT	SORT	SORT	
DATE RANGE:		THRU				
TRN	USR	ID	DATE	TRAN AMT	ESC PAYEE	PAYEE RSN DESCRIPTION DISBDT
632	NIV	0004	091622	400.00	ATTY 6655	02R03 TITL FCL TITLE WORK
632	NIV	0003	091622	90.00	ATTY 6655	02R03 FSRV FCL SERVICE COST
630	NIV	0002	091622	907.50	ATTY 6655	02R03 FCLF FCL ATTY FEES
630	NIV	0001	091622	75.00	ATTY 6655	02R03 FCLF FCL ATTY FEES

** BEGINNING CORP ADV BALANCE: 0.00
 ** TOTAL OF TRANS DISPLAYED ON DDCH: 3,004.08
 ** OUTSTANDING CORP ADV BALANCE: 3,004.08

FEE1 page 1

FEE1 [REDACTED] FEE ACTIVITY LEDGER 04/17/24 12:07:52
 SELECTED CODES FROM MMDDYY PAGE 1 OF 2
 NIKIA RENEE NOISETTE 402 ARBOR OAKS DR
 SUMMERVILLE SC 29485-

FEE	DATE	DATE	DATE			
CODE DESCRIPTION	ASSESSED	PAID	WAIVED	AMOUNT	AMOUNT	AMOUNT
2 BAD CHECK FEE	01-24-22			15.00		
1 LATE CHARGE	03-16-22			50.35		
1 LATE CHARGE	05-16-22			50.35		
1 LATE CHARGE	06-16-22			50.35		
1 LATE CHARGE	07-18-22			50.35		
6 PROP INSPECTION	07-25-22			15.00		
1 LATE CHARGE	08-16-22			50.35		
6 PROP INSPECTION	08-23-22			15.00		
6 PROP INSPECTION	09-21-22			20.00		
1 LATE CHARGE			11-02-22		50.00	251.75
6 PROP INSPECTION			08-04-23			15.00
2 BAD CHECK FEE						
6 PROP INSPECTION	12-18-23			30.00		
NET	250.70	TOTALS		567.45	50.00	266.75

DDCH page 2

DDCH [REDACTED] CORPORATE ADVANCE HISTORY SCREEN [REDACTED] 04/17/24 12:07:49
NR NOISETTE L:C F:A B: R: 04/01/23 TYPE F.H.A. MAN C
402 ARBOR OAKS DR SUMMERVILLE SC 29485

----- * MORE * -----

PAYEE SORT	TRAN SORT	RSN SORT	USR SORT	ESC PAYEE SORT		
DATE RANGE:	THRU					
TRN	USR	ID	DATE	TRAN	AMT	ESC PAYEE
632	NIV	0014	022324	180.32	ATTY 6655	02R03 FILE FCL FILING FEES
630	NIV	0013	022324	1,890.00	ATTY 6655	02R03 FCLF FCL ATTY FEES
632	NIV	0012	012423	2.02	ATTY 6655	02R03 FILE FCL FILING FEES
630	NIV	0011	012423	150.00	ATTY 6655	02R03 FCLF FCL ATTY FEES
766	KLZ	0010	112822	2,841.57-		02R03 REIM REINST/PIF F&C

DDCH page 3

DDCH [REDACTED] CORPORATE ADVANCE HISTORY SCREEN [REDACTED] 04/17/24 12:07:50
NR NOISETTE L:C F:A B: R: 04/01/23 TYPE F.H.A. MAN C
402 ARBOR OAKS DR SUMMERVILLE SC 29485

----- * MORE * -----

PAYEE SORT	TRAN SORT	RSN SORT	USR SORT	ESC PAYEE SORT		
DATE RANGE:	THRU					
TRN	USR	ID	DATE	TRAN	AMT	ESC PAYEE
632	NIV	0009	092622	605.00	ATTY 6655	02R03 FCLC FCL ATTY COSTS
632	NIV	0008	092622	180.32	ATTY 6655	02R03 FILE FCL FILING FEES
632	NIV	0007	092622	13.75	ATTY 6655	02R03 RECD FCL RECORDING
632	NIV	0006	092622	420.00	ATTY 6655	02R03 FSRV FCL SERVICE COST
630	NIV	0005	092622	150.00	ATTY 6655	02R03 FCLF FCL ATTY FEES

Exhibit A

Exhibit
N

ELECTRONICALLY FILED - 2024 May 21 10:13 AM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

HAZA [REDACTED] HAZARD & FLOOD INSURANCE 04/17/24 12:07:37
 NAME NR NOISETT [REDACTED] TYPE F.H.A.
 PROP 402 ARBOR OAKS DR SUMMERVILLE SC 29485 MAN C

TYP AGENT INSCO DUE EXPIRES PREMIUM TRM COVERAGE P C POLICY NUMBER
 DEDUCTIBLE AMOUNT PERCENT
 351 C6660 90000 11/24 11/19/24 1481.00 12 334100 5 H [REDACTED]
 3,341

DDCH page 1
 DDCH [REDACTED] CORPORATE ADVANCE HISTORY SCREEN [REDACTED] 04/17/24 12:07:48
 NR NOISETT [REDACTED] L:C F:A B: R: 04/01/23 TYPE F.H.A. MAN C
 402 ARBOR OAKS DR SUMMERVILLE SC 29485

* MORE *

PAYEE SORT	TRAN SORT	RSN SORT	USR SORT	ESC PAYEE SORT	DESCRIPTION	DISBDT
DATE RANGE: TRN USR ID DATE	TRAN AMT	ESC PAYEE	PAYEE RSN			
632 NIV 0019 040824	31.74	ATTY 6655	02R03	FILE FCL FILING FEES		
632 NIV 0018 040824	125.00	ATTY 6655	02R03	SALE FCL SALE COSTS		
632 NIV 0017 031424	180.00	ATTY 6655	02R03	FSRV FCL SERVICE COST		
632 NIV 0016 022324	400.00	ATTY 6655	02R03	TITL FCL TITLE WORK		
632 NIV 0015 022324	45.00	ATTY 6655	02R03	FSRV FCL SERVICE COST		

Exhibit
N

- e. Property Inspections: \$150.00
- f. Prior FC Fees and Costs: \$152.02

- 7. Interest at the rate of 3.5% continues to accrue for each day that the debt remains unpaid at a rate of \$26.23 per diem, subject to any adjustment as provided for in the Note.
- 8. On account of Defendant's default under the Note and Mortgage sued upon herein, Plaintiff retained its attorney of record and instructed the filing of this action and agreed, bound, and obligated itself to pay said attorney for his/her services on its behalf such sum as the Court shall adjudge to be reasonable.

FURTHER THE AFFIANT SAYETH NOT.

Reliance First Capital, LLC

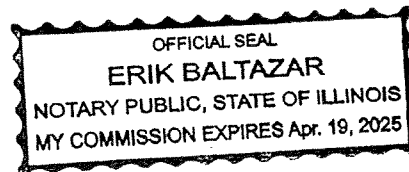
Dated: 5/6/24


By: Christopher Miranda
Title: Authorized Signer

STATE OF Illinois
COUNTY OF LaSalle

Sworn to before me this 6th day of May, 2024.

 (L.S.)
Notary Public for Illinois
My Commission Expires: 4-19-25



Borrower(s): Nikia Renee Noisette

Property Address: 402 Arbor Oaks Drive, Summerville, SC

29485 TMS Number: 152-04-14-006.000

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

Reliance First Capital, LLC,

Plaintiff,

vs.

Nikia Renee Noisette; Arbor Oaks Homeowners
Association,

Defendant(s).

FILED-RECEIVED
2026 APR -1 PM 5:09

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

IN THE COURT OF COMMON PLEAS

C/A No.: 2024-CP-18-00207

ORDER OF REFERENCE

2026 APR -1 PM 5:11

CERTIFIED COPY

Upon motion of the undersigned attorney for the Plaintiff, it appearing that this case is a foreclosure action; and it further appearing, pursuant to Rule 53(b) South Carolina Rules of Civil Procedure, that this is a proper matter to refer to James E. Chellis, as Master in Equity for Dorchester County.

Now therefore, IT IS ORDERED that the above entitled cause be, and the same if hereby, referred to James E. Chellis, as Master in Equity for Dorchester County for a final foreclosure hearing to be held, wherein the Master in Equity will make appropriate findings of fact and conclusions of law with authority to dispose of any and all issues and enter a final judgment in the cause, without further order, to order a judicial sale on any day, not just a regular judicial sales day and to hear any issues and make any orders after sale or judgment, including but not limited to, issues involving surplus funds pursuant to Rule 71(c) SCRPC, Petitions or Motions relating to Writ of Assistance of any other actions as to possession, and/or removal of property, and issues pursuant to appraisal proceedings under S.C. Code Ann. Section 29-3-680, et seq. (1976 SC Code of Laws, as amended).

The Plaintiff is responsible for paying the Reference Fee set forth in South Carolina Code of Laws Section 14-11-310; however, if the Plaintiff's case has ended, any remaining party seeking Affirmative Relief shall be responsible for paying the fee. If the case is a Partition Action or Lien Foreclosure the fee amount is \$100.00; for all other types of cases the fee is \$50.00. The Reference Fee shall be paid to the Office of the Master in Equity for Dorchester County within 30 of the date of this Order or the Master will dismiss the case for non-payment of the Reference Fee without further notice.

Any appeal from the final judgment in this cause shall be to the South Carolina Court of Appeals.

SIGNATURE PAGE TO FOLLOW

WE SO MOVE:

s/J. Martin Page

J. Martin Page (SC Bar No.: 100200)

D. Max Sims (SC Bar No.: 103945)

Bell Carrington Price & Gregg, LLC

339 Heyward Street, 2nd Floor

Columbia, SC 29201

Phone 803.509.5078

Attorney for the Plaintiff

EXHIBIT P
ELECTRONICALLY FILED - 2024 Mar 20 6:09 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

Reliance First Capital, LLC,
Plaintiff,

vs.

Nikia Renee Noisette; Arbor Oaks Homeowners
Association,

Defendant(s).

BCP No.: 24-40723

FILED-REC
IN THE COURT OF COMMON PLEAS
2026 APR -1 PM 5:09
C/A No.: 2024-CP-18-00207

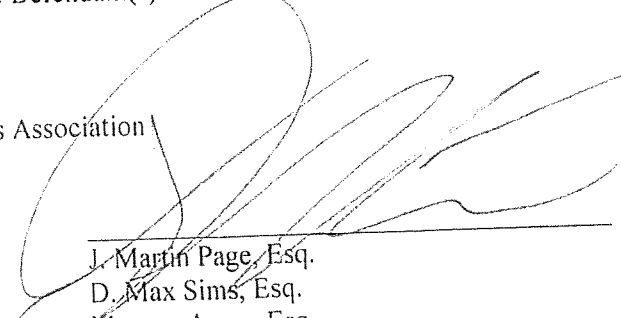
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

AFFIDAVIT OF DEFAULT

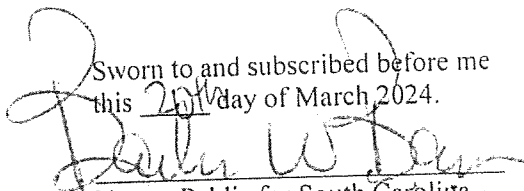
CERTIFIED COPY
2026 APR -1 PM 5:18
CLERK OF COURT
DORCHESTER COUNTY

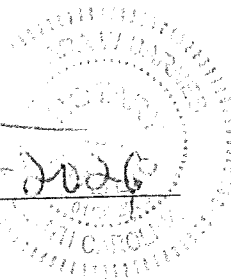
PERSONALLY APPEARED before me, the undersigned, who being duly sworn, deposes and says that he is one of the attorneys for the Plaintiff in the above-entitled action, and the Defendant(s) above named were duly served with the Summons and Complaint in this action, and that more than thirty (30) days have elapsed since the service of the Summons and Complaint and no Answer, Demurrer or Notice of Appearance has been received by or served upon the Plaintiff or its attorneys by or on behalf of the below-listed Defendant(s), and that these Defendant(s) are now in default:

Nikia Renee Noisette
Arbor Oaks Homeowners Association


J. Martin Page, Esq.
D. Max Sims, Esq.
Morgan Ames, Esq.
BELL CARRINGTON PRICE & GREGG, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
Attorneys for the Plaintiff

Sworn to and subscribed before me
this 20th day of March 2024.


Notary Public for South Carolina
My Commission Expires: 1-00-2026



2026 APR -1 PM 5:09

NOTE

CLERK OF COURT
DORCHESTER COUNTY

NOVEMBER 19, 2021

MELVILLE

NEW YORK

[Date]

[City]

402 ARBOR OAKS DR, SUMMERVILLE, SOUTH CAROLINA 29485

[Property Address]

CLERK OF COURT
DORCHESTER COUNTY

2026 APR -1 PM 5:18

CERTIFIED COPY

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 280,328.00 called "Principal"), plus interest to the order of the Lender. The Lender is RELIANCE FIRST CAPITAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on JANUARY 1, 2022. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest and other items in the order described in the Security Instrument before Principal. If, on DECEMBER 1, 2051, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 201 OLD COUNTRY ROAD, SUITE 205, MELVILLE, NEW YORK 11747

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,258.80.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my

Mortgage Lender/Service: RELIANCE FIRST CAPITAL, LLC NMLS # 58775

Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000 % of the overdue payment of Principal and Interest (P&I). I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


NIKIA RENEE NOISETTE (Seal)
-Borrower

[Sign Original Only]

Loan Originator: Samantha Lynn Hooker, NMLSR ID 1716066
Loan Originator Organization: RELIANCE FIRST CAPITAL, LLC, NMLSR ID 58775
Loan Originator Organization: Samantha Lynn Hooker
RELIANCE FIRST CAPITAL, LLC, NMLSR ID 1716066

Exhibit
Q

ELECTRONICALLY FILED - 2024 May 21 10:13 AM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 19th day of NOVEMBER, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to RELIANCE FIRST CAPITAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY "Lender" of the same date and covering the Property described in the Security Instrument and located at:

402 ARBOR OAKS DR, SUMMERVILLE, SOUTH CAROLINA 29485
[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as:

Arbor Oaks
[Name of Planned Unit Development]

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then:
- (i) Lender waives the provision in Paragraph 3 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and
 - (ii) Borrower's obligation under Paragraph 5 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

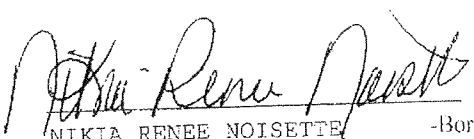
Mortgage Lender/Service: RELIANCE FIRST CAPITAL, LLC NMLS # 35773

Exhibit
Q

ELECTRONICALLY FILED - 2024 May 21 10:13 AM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C' shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.


NIKIA RENEE NOISETTE (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

Exhibit
Q

ELECTRONICALLY FILED - 2024 May 21 10:13 AM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****

***** ELECTRONICALLY RECORDED DOCUMENT *****

Instrument #:	2022024122	Return To:	
Receipt Number:	155507		
Recorded As:	EREC-MORTGAGE ASSIGNMENT		
Recorded On:	September 16, 2022		
Recorded At:	02:51:25 PM	Received From:	SIMPLIFILE
Recorded By:	CB	Parties:	
Book/Page:	RB 14384: 203 - 204		Direct- NOISETTE, NIKIA RENEE
Total Pages:	2		Indirect- MORTGAGE ELECTRONIC REGISTRATION

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee: \$10.00
Tax Charge: \$0.00



Margaret Bailey

Margaret Bailey - Register of Deeds

After Recording Return To:
RELIANCE FIRST CAPITAL, LLC
201 OLD COUNTRY ROAD, SUITE 205
MELVILLE, NEW YORK 11747
[REDACTED]

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated NOVEMBER 19, 2021, together with all Riders to this document.
- (B) "Borrower" is NIKIA RENEE NOISETTE

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. [REDACTED]

(D) "Lender" is RELIANCE FIRST CAPITAL, LLC

Lender is a DELAWARE LIMITED LIABILITY COMPANY organized and existing under the laws of DELAWARE
Lender's address is 201 OLD COUNTRY ROAD, SUITE 205, MELVILLE, NEW YORK 11747

(E) "Note" means the promissory note signed by Borrower and dated NOVEMBER 19, 2021
The Note states that Borrower owes Lender TWO HUNDRED EIGHTY THOUSAND THREE HUNDRED TWENTY-EIGHT AND 00/100 Dollars (U.S. \$ 280,328.00)

Mortgage Lender/Servicer: RELIANCE FIRST CAPITAL, LLC NMLS # 58775

SOUTH CAROLINA FHA MORTGAGE - MERS
SCMTG22.FHA 07/27/18

☆ Doc Magic

BOOK 18001 /
Exhibit
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plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 1, 2051

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider

☒ Planned Unit Development Rider

☐ Condominium Rider

☐ Other(s) [specify]

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Secretary"** means the Secretary of the United States Department of Housing and Urban Development or his designee.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Exhibit
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ELECTRONICALLY FILED - 2024 May 21 10:13 AM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY
[Type of Recording Jurisdiction]

of

DORCHESTER
[Name of Recording Jurisdiction]

ATTACH LEGAL DESCRIPTION

which currently has the address of 402 ARBOR OAKS DR

SUMMERVILLE
[City]

, South Carolina

29485
[Zip Code]

[Street]

("Property Address"):

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note

or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and, Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount

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of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs

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and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability

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under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument, or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located.

All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else

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to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

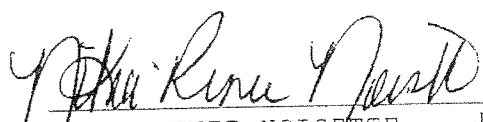
24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in §12-37-250 of the South Carolina Code of Laws.

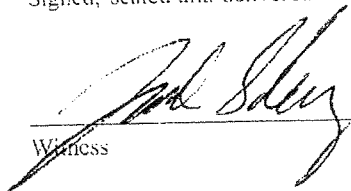
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26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


_____(Seal)
NIKIA RENEE NOISETTE -Borrower

Signed, sealed and delivered in the presence of:



Witness



Witness

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[Space Below This Line For Acknowledgment]

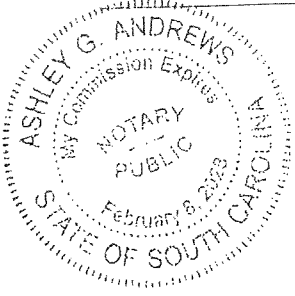
State of SOUTH CAROLINA

County of Charleston

The foregoing instrument was acknowledged before me this November 19, 2021 (date)

by NIKIA RENEE NOISETTE

(names of person acknowledging)



(Seal or Stamp)

[Signature]
Signature of Person Taking Acknowledgment:

Notary Public
Title or Rank

Serial Number, if any

State of SOUTH CAROLINA

Charleston County

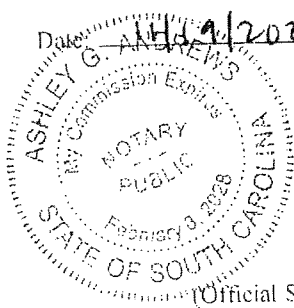
I certify that Jared Schwarz (name of subscribing witness)

personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed

NIKIA RENEE NOISETTE sign the foregoing document (name of principal)

or ☒ witnessed NIKIA RENEE NOISETTE (name of principal)

acknowledge his or her signature on the already-signed document.



(Official Seal)

Date 11/19/2021

[Signature]
(Signature of Notary)

Ashley G. Andrews
(Notary's Printed or Typed Name)

Notary Public for South Carolina

My Commission Expires: 2/8/2028

Loan Originator: Samantha Lynn Hooker, NMLSR ID 1716066
Loan Originator Organization: RELIANCE FIRST CAPITAL, LLC, NMLSR ID 58775
Loan Originator Organization: Samantha Lynn Hooker
RELIANCE FIRST CAPITAL, LLC, NMLSR ID 1716066

SOUTH CAROLINA FHA MORTGAGE - MERS
SCMTG22.FHA 07/27/18

☆ DocMagic

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

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***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****

***** ELECTRONICALLY RECORDED DOCUMENT *****

Instrument #: 2021037720

Receipt Number: 134581

Return To:

Recorded As: EREC-MORTGAGE

Recorded On: November 22, 2021

Recorded At: 01:58:02 PM

Received From: SIMPLIFILE

Recorded By: NW

Parties:

Book/Page: RB 13817: 103 - 119

Direct- NOISETTE, NIKIA RENEE

Total Pages: 17

Indirect- MORTGAGE ELECTRONIC REGISTRATION

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee: \$25.00

Tax Charge: \$0.00



Margaret Bailey

Margaret Bailey - Register of Deeds

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Prepared by and Return to:
BELL, CARRINGTON, PRICE & GREGG, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

ASSIGNMENT OF MORTGAGE

For value received, Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Reliance First Capital, LLC, its successors and assigns of P.O. Box 2026, Flint, MI 48501-2026, does hereby transfer and assign unto Reliance First Capital, LLC, its successors and assigns of 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047, that certain mortgage in the original principal amount of \$280,328.00, given by Nikia Renee Noisette to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Reliance First Capital, LLC, its successors and assigns dated November 19, 2021 and recorded November 22, 2021 in the Office of the Register of Deeds for Dorchester County, South Carolina, in Book RB 13817 at Page 103.

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Reliance First Capital, LLC, its successors and assigns has caused this Assignment to be duly executed and delivered this 13th day of September, 2022

Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Reliance First Capital, LLC, its successors and assigns

WITNESSES:

Witness #1

Witness #2

State of

County of

Illinois

Lake

BY:

Victoria Wolff

ITS:

Vice President

Acknowledgement

The foregoing instrument was acknowledged before me this (date) 9-13-2022 by (name of signer) Victoria Wolff, (title of signer) Vice President of Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Reliance First Capital, LLC, its successors and assigns, on behalf of the corporation.

WITNESS my hand and official seal.

(Signature of Notary)

(Printed Name of Notary)

Erik Baltazar

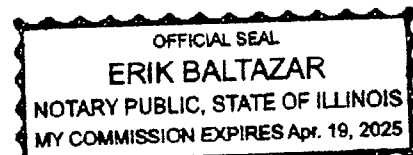


Exhibit
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STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

FILED-REC

IN THE COURT OF COMMON PLEAS

2026 APR -1 PM 5:09 C/A No.: 2024-CP-18-00207

Reliance First Capital, LLC,

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Plaintiff,

vs.

AFFIDAVIT OF ATTORNEYS' FEES AND COSTS

Nikia Renee Noisette; Arbor Oaks Homeowners
Association,

Defendant(s).

BCP No.: 24-40723

PERSONALLY APPEARED BEFORE ME, the undersigned, attorney for the Plaintiff, who first
being duly sworn, deposes and says as follows:

CERTIFIED COPY
2026 APR -1 PM 5:10
CLERK OF COURT
DORCHESTER COUNTY

1. I am an attorney for the Plaintiff in the above referenced matter.
2. This case is an action to foreclose a mortgage on real property located in the County listed in the caption above. The subject mortgage specifically provided that the Plaintiff is entitled to the recovery of attorneys' fees and costs associated with the collection of sums due under the Promissory Note.
3. I was retained by the Plaintiff to conduct this foreclosure action pursuant to a contractual rate of compensation providing for a flat attorneys' fee in the amount of \$3,150.00.
4. Under Dedes v. Strickland, 414 S.E.2d. 134 (S.C. 1992), the Supreme Court of South Carolina has set forth the factors to be considered in an award of attorney's fees in real property actions. These factors include nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fees charges in the locality for similar services and the beneficial result obtained. These factors, as applied in this case, are as follows:

- a. Nature, Extent and Difficulty of the Legal Services Rendered. As stated earlier, this is an action to foreclose a mortgage on real property. The case involved complex issues of real property law. A hearing was held by the Master, who requires an order to be prepared by Plaintiff's counsel. Accordingly, the factual and legal issues presented were complex and detailed in nature, the extent of the work performed was necessary to adequately prepare and try these matters, and the matters decided were of legal and factual difficulty.

CN1111
R

- b. Time and Labor Necessarily Devoted to the Case. As stated above, this case involved difficult issues of both legal and factual natures. Approximately 12-15 hours were devoted to the case by my firm. Accordingly, the time and labor devoted to this case were necessary to properly prepare and try this case.
- c. Professional Standing Counsel. The attorneys representing the Plaintiff in this case are licensed members of the Bar of the State of South Carolina. Collectively, they have several years experience in practice in South Carolina and in other States. The practice of Plaintiff's attorneys consists of foreclosure cases, collection cases, real property closing transactions, real property litigation, land title questions and other land related litigation. More specifically, Plaintiff's attorneys have collectively been involved in thousands of mortgage foreclosure cases. Accordingly, I submit that Plaintiff's attorneys have high professional standing in general and in this area of practice.
- d. Contingency of Compensation. As recited above, compensation in this case is based on a flat attorneys' fee in the amount of \$3,150.00.
- e. Customary Fee Charged on the Locality for Similar Services. I am aware from discussions with clients, other attorneys in the Foreclosure Bar in the Midlands region of South Carolina, and from my general familiarity with the legal profession that the fees charged for services similar to those in this case are from \$850 to \$4,000.00 per case. As stated earlier, my flat-fee rate is within this range in this case. Accordingly, this rate is the fee customarily charged in this locality for similar services.
- f. Beneficial Results Obtained. This attorney obtained beneficial results for the Plaintiff in this action by securing a Judgment enforcing Plaintiff's mortgage rights with regard to the subject real property. Accordingly, it is submitted that beneficial results were obtained by this firm on the Plaintiff's behalf.

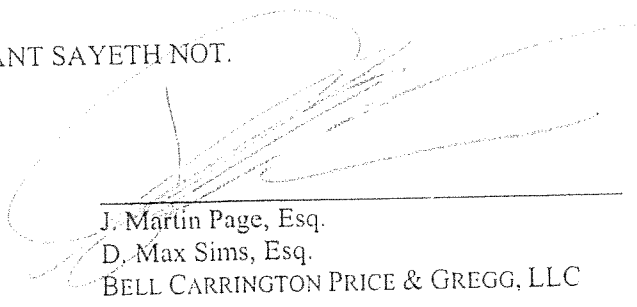
5. After due consideration of the nature, extent and difficulty of the legal services rendered, the time and labor necessarily devoted to the case. The professional standing of counsel, the contingency of compensation, the customary fee charged in the locality for similar services, and the beneficial result obtained, I respectfully submit that an award of attorney's fees to the full extent set forth in this Affidavit is appropriate; therefore, Plaintiffs are entitled to recover the aforementioned attorney's fees.

6. Further, in handle this lawsuit Counsel has incurred the following costs to date, all of which were necessary for the action and total \$972.45:

Filing fee:	\$ 180.32
Service:	\$ 180.00
Motion(s) Filing:	\$ 31.74
Order of Reference:	\$ 125.00
Mailing Charges:	\$ 10.39
Skiptraces:	\$ 45.00
Title Search:	\$ 400.00

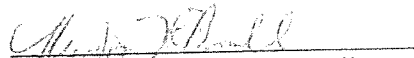
R

FURTHER THE AFFIANT SAYETH NOT.

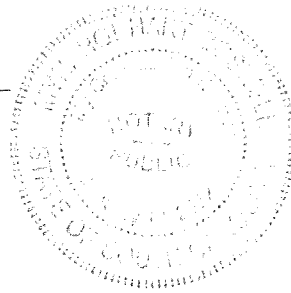


J. Martin Page, Esq.
D. Max Sims, Esq.
BELL CARRINGTON PRICE & GREGG, LLC

Sworn to and subscribed before me
this 7th day of May, 2024.



Notary Public for South Carolina
My Commission Expires: 11/2/2027





AFFIDAVIT OF SERVICE

Exhibit
T

DOCKET NUMBER: 2024CP1800207

COURT OF COMMON PLEAS FOR DORCHESTER COUNTY, SC
PLAINTIFF RELIANCE FIRST CAPITAL, LLC

vs.
DEFENDANT

NIKIA RENEE NOISSETTE, et al.

SERVICE OF PROCESS ON:

NIKIA RENEE NOISSETTE

METHOD OF SERVICE:

A true and correct copy of the above-described papers were served on the below-named party in the following manner:

(X) (SUBSTITUTE) By leaving a copy at dwelling house or usual place of abode with some person of suitable age and discretion then residing therein.

ADDRESS:

402 ARBOR OAKS DRIVE
SUMMERVILLE, SC 29485

Is the place of service the dwelling house or usual place of abode for the party being served? (X) YES () NO

DATE: 2/16/2024

TIME: 8:06 PM

TYPE OF DOCUMENTS:

Summons and Notice, Complaint, Lis Pendens, Notice to Appoint Guardian Ad Litem for Incorporated Defendant

DESCRIPTION OF PARTY
RECEIVING DOCUMENTS:

The person receiving the documents is described as follows:

NAME: RONALD NOISSETTE; RELATIONSHIP/TITLE: SON

Gender: MALE; Age: 26-30; Ethnicity: Black; Hair: Black

Height: 5ft 8in - 5ft 11in; Weight: 231 lbs - 250 lbs

MARITAL STATUS:

(X) Single () Married () Separated () Unknown

MILITARY STATUS:

PER MY INVESTIGATION, SAID PERSON

() WAS (X) WAS NOT ENGAGED IN THE U.S. MILITARY AT THE TIME OF SERVICE

() UNKNOWN MILITARY BRANCH IF APPLICABLE:

IS THE SUBJECT PROPERTY
A MOBILE HOME?

() YES (X) NO

COMMENTS: 02/16/2024 08:06:00 PM - SERVED HER SON WITHOUT INCIDENT NAME RONALD NOISSETTE

Signature of Process Server: The undersigned declares, under penalty of perjury, that the foregoing is true and correct and that the deponent is over the age of 18 and is not party to nor interested in this action.

NAME: JAMES SMALLS

Signature of Process Server / ProVest Case ID: 7049639

Date

STATE OF

South Carolina

COUNTY OF

Charleston

Sworn to and subscribed before me this

19th

day of

February

in the year of

2024

☒ Personally known by me, or ☐ identified by the following document:

Type:

Number/Reference:

Travis C Bowers

Notary Public for SOUTH CAROLINA

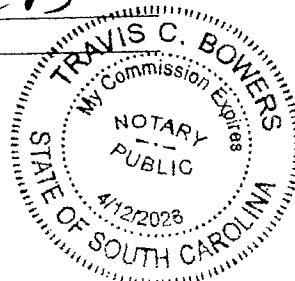
Notary Public (Legal Signature)

Printed Name:

Travis C Bowers

Commission Expiration:

4/12/2026



FILE NUMBER: 24-40723

2026 APR -1 PM 5:09

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

2024 APR -1 PM 5:11
CLERK OF COURT
DORCHESTER COUNTY

ELECTRONICALLY FILED, 2024 Feb 16 1:48 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

EXHIBIT
U

ELECTRONICALLY FILED - 2024 May 23 12:07 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

FILED-RECEIVED
2026 APR -1 PM 5: 09
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

IN THE COURT OF COMMON PLEAS

C/A No.: 2024-CP-18-00207

Reliance First Capital, LLC,

Plaintiff,

vs.

Nikia Renee Noisette; Arbor Oaks Homeowners
Association,

Defendant(s).

ORDER OF FORECLOSURE AND SALE

(Deficiency Judgment Waived)

CLERK OF COURT
DORCHESTER COUNTY

2026 APR -1 PM 5: 13

CERTIFIED COPY

BCP No.: 24-40723

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned 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 shall be directly to the South Carolina Court of Appeals. Pursuant to the said reference, a hearing was held on May 23, 2024, 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 or about February 7, 2024.
2. The Summons and Complaint were filed on or about February 7, 2024.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. 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 fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
5. Heretofore, Nikia Renee Noisette (hereinafter, "Borrower(s)") made, executed, and delivered to Reliance First Capital, LLC (hereinafter, "Payee") a certain Promissory Note dated November 19, 2021, in writing (hereinafter, "Note"), wherein and whereby Borrower(s) promised to pay to Reliance First Capital, LLC, the principal sum of \$280,328.00 together with interest at the initial

rate of 3.5% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

6. In order to secure the payment of said Note, Nikia Renee Noisette (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for Reliance First Capital, LLC, its successors and assigns, a certain mortgage dated November 19, 2021 (hereinafter, "Subject Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Subject Property"):

ALL that piece, parcel or lot of land, lying, situate and being in the Town of Summerville, County of Dorchester, State of South Carolina, shown and designated as "LOT 94" and being more specifically shown on a plat prepared by Trico Engineering Consultants, Inc., entitled "PLAT SHOWING ARBOR OAKS, PHASE 2B, 13.466 ACRES, A PORTION OF TMS 152-00-00-052, PROPERTY OF GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT COMPANY, LOCATED IN THE TOWN OF SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA", dated August 8, 2003, and recorded January 22, 2004 in the ROD Office for Dorchester County in Plat Book K at Page 87.

THIS BEING the same property conveyed to Nikia Renee Noisette by deed of David W. Moore and Allyson M. Moore dated November 4, 2021 and recorded November 22, 2021 in the Dorchester County ROD Office in Book 13817 at Page 98.

<i>Parcel No.</i>	152-04-14-006
<i>Property Address:</i>	402 Arbor Oaks Drive Summerville, SC 29485

7. Said Mortgage was recorded on November 22, 2021 in Book RB 13817 at Page 103, in the Dorchester County Office of the Register of Deeds.
8. Thereafter, the Subject Mortgage was assigned to Reliance First Capital, LLC by assignment recorded September 16, 2022 in Book RB 14384 at Page 203.
9. The Subject Mortgage evidences and secures the repayment of money advanced by the Payee to, or on behalf of, the Mortgagor(s) and constitutes a valid First lien on the Subject Property.
10. This loan is not subject to the Home Affordable Modification Program (hereinafter, "the HAMP") because, according to testimony, this loan is not owned or guaranteed by Fannie Mae, nor is it

owned or guaranteed by FHLMC, nor has the Servicer signed an agreement to participate in the HAMP.

11. 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.
12. 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 \$3,150.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.
13. 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 Balance:	\$273,573.52
Accrued Interest good through 06/01/24: (At rate of 3.5% per annum)	\$11,968.80
Escrow Advance:	\$9,596.41
Late Charges:	\$100.70
Property Inspections:	\$150.00
Prior FC Fees and Costs:	\$152.02
Attorneys' Fees and Costs:	\$4,122.45
TOTAL:	\$299,663.90

14. Thus, the total Debt secured by Note and Mortgage, including interest to date is \$299,663.90.
Interest for the period from the date shown above through the date of this judgment, at above stated

rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 3.5% per annum, the Note's current rate, pursuant to the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

15. The Plaintiff waives its rights to a deficiency judgment.
16. At the time of the filing of the Lis Pendens in this matter, the record owner of the property was Nikia Renee Noisette.
17. Information having been obtained from the records of Dorchester County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Subject Property by virtue of the matters and things herein below alleged, to-wit:
 - A. Arbor Oaks Homeowners Association by virtue of that certain HOA Lien found of record in Book 14861 at Page 297, Dorchester County Register of Deeds Office. The Plaintiff's Mortgage is senior in priority to the aforementioned lien of Arbor Oaks Homeowners Association and, the aforementioned lien is to be removed from title to the Subject Property after the judicial sale.

CONCLUSIONS OF LAW

1. The Plaintiff is not aware of any stay imposed by 11 U.S. Code § 362 of the Bankruptcy Code which would prevent the entry of a judgment of foreclosure or stay the foreclosure sale.
2. The Plaintiff should have judgment of foreclosure of its Mortgage; and 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 \$299,663.90, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
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 hereafter at the rate of 3.5% per annum, the current interest rate of the Note.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The Plaintiff is authorized to sell the subject property.
2. 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 as aforesaid, together with the costs and disbursements of this action.
3. That on default of payment prior to the date and time of the sale, the Subject Property, hereinafter described, shall be sold by the undersigned at public auction, at the Dorchester County Courthouse, Dorchester County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - a. FOR CERTIFIED FUNDS: The undersigned shall require a deposit of 5% on the amount of the bid in certified funds or equivalent (cashier's check or money order), 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 applied to the costs and then to the Plaintiff's debt.
 - b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 3.5% per annum, which is the Note's current interest rate .
 - c. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
 - d. The Plaintiff having waived its rights to a deficiency judgment, the sale shall be final.
 - e. Upon the purchaser's compliance with the terms of the sale, the Court shall execute a good and sufficient deed of conveyance to the premises, and the purchaser shall thereby be entitled to possession of the Subject Property.
4. 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 only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.
5. 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 assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, 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 shall apply the proceeds of the sale as follows:
 - a. 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
 - b. 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
 - c. NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCF.
8. Each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
9. 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 of the filing of the Lis Pendens, and the Grantee; and that the Dorchester 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. In the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and only upon issuance of a Writ of Assistance by this Court, the Sheriff of Dorchester County may be ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder 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. After the Order Confirming Sale and Disbursements has been issued and filed, the undersigned directs 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. The following is a description of the Property herein ordered to be sold:

ALL that piece, parcel or lot of land, lying, situate and being in the Town of Summerville, County of Dorchester, State of South Carolina, shown and designated as "LOT 94" and being more specifically shown on a plat prepared by Trico Engineering Consultants, Inc., entitled "PLAT SHOWING ARBOR OAKS, PHASE 2B, 13.466 ACRES, A PORTION OF TMS 152-00-00-052, PROPERTY OF GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT COMPANY, LOCATED IN THE TOWN OF SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA", dated August 8, 2003, and recorded January 22, 2004 in the ROD Office for Dorchester County in Plat Book K at Page 87.

THIS BEING the same property conveyed to Nikia Renee Noisette by deed of David W. Moore and Allyson M. Moore dated November 4, 2021 and recorded November 22, 2021 in the Dorchester County ROD Office in Book 13817 at Page 98.

Parcel No. 152-04-14-006
Property Address: 402 Arbor Oaks Drive
Summerville, SC 29485

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

Entered
4

ELECTRONICALLY FILED - 2024 May 23 12:07 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024-CP-18-00207

Reliance First Capital, LLC

Nikia Renee Noisette; Arbor Oaks Homeowners
Association

Plaintiff(s)

Defendant(s)

Submitted By: J. Martin Page, Esq.
339 Heyward St., 2nd Floor
Columbia, SC 29201
File No.: 24-40723

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: _____.
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____.
NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINSTRATIVE AGENCY OF THE CIRCUIT COURT RULING ON THIS APPEAL.

IT IS ORDERED AND ADJUDED: ☒ 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: _____ Property to be sold at sale.

INFORMATION FOR THE PUBLIC 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.

Exhibit
4

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Reliance First Capital, LLC	N/A	N/A

If applicable, describe the property, including tax map information and address, referenced in the order:

ALL that piece, parcel or lot of land, lying, situate and being in the Town of Summerville, County of Dorchester, State of South Carolina, shown and designated as "LOT 94" and being more specifically shown on a plat prepared by Trico Engineering Consultants, Inc., entitled "PLAT SHOWING ARBOR OAKS, PHASE 2B, 13.466 ACRES, A PORTION OF TMS 152-00-00-052, PROPERTY OF GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT COMPANY, LOCATED IN THE TOWN OF SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA", dated August 8, 2003, and recorded January 22, 2004 in the ROD Office for Dorchester County in Plat Book K at Page 87.

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Parcel No. 152-04-14-006
Property Address: 402 Arbor Oaks Drive
Summerville, SC 29485

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.

Circuit Court Judge/Special Referee

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

J. Martin Page, Esq.,
339 Heyward Street, 2nd Floor
Columbia, SC 29201
Attorney(s) for the Plaintiff

Nikia Renee Noisette
402 Arbor Oaks Drive
Summerville, SC 29485

Arbor Oaks Homeowners Association
c/o Dorchester Real Estate Services, Inc.
217 N. Parler Avenue

Exhibit 1

	Saint George, SC 29477
--	------------------------

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 the parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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.

FILED-RECEIVED
2026 APR -1 PM 5:09
STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY
IN THE COURT OF COMMON PLEAS
BEFORE THE EQUITY DIVISION
C/A No.: 2024-CP-18-00207
Reliance First Capital, LLC
Plaintiff,
Vs
Nikia Renee Noisette; Arbor Oaks
Homeowners Association,
Defendant(s)

ORDER

CERTIFIED COPY
2026 APR -1 PM 5:19
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

1. This case is before the undersigned Master in Equity pursuant to an Order of Reference, dated March 21, 2024.
2. This matter comes to the Court by virtue of a request for exemplification of documents by "Nikia Renee Noisette, as executrix of the estate of Nikia Renee Noisette," a non-party to the matter.
3. This Court is charged, as all courts are inherently charged by our system of government, to preserve order in judicial proceedings, and preserve the due administration of justice. And just as importantly, this Court desires to prevent any offense, whether intentional or not, that obstructs, degrades, and undermines the administration of justice. For this reason, this Court responds to the Clerk's inquiry by this *sua sponte* order.
4. Nikia Renee Noisette, as executrix of the estate of Nikia Renee Noisette, requests exemplified copies of filings she accomplished entitled, Notice of Interest.
5. Can the Court exemplify the documents listed below?
6. In short, the answer is no.
7. A brief explanation follows.
8. The present case ended in a judgement for the Plaintiff granting its debt and ordering the foreclosure by public sale the real property securing the underlying debt by way of a mortgage lien. See, Order dated May 23, 2024.
9. This Court retained jurisdiction over the case.
10. The Court scheduled the public sale for the first Tuesday on January 7, 2025 on October 21, 2024.

11. The following filings were made by Nikia Renee Noisette, as executrix of the estate of Nikia Renee Noisette (Court's emphasis):

Noisette, Nikia Renee	Filing Fees Wavied [sic]	Filing	10/07/2024-08:59
Noisette, Nikia Renee	Complaint/No Summons Filed	Filing	09/16/2024-10:20
Noisette, Nikia Renee	Notice of Interest	Filing	09/16/2024-10:18
Noisette, Nikia Renee	Notice of Interest/Requesting Exemplified Copy	Filing	08/26/2024-15:47

12. An **executrix** is a female executor. EXECUTRIX, Black's Law Dictionary (12th ed. 2024).

13. An Executor is **executor** *n.* is "Someone who performs or carries out some act. Or, is a person named by a testator to carry out the provisions in the testator's will. EXECUTOR, Black's Law Dictionary (12th ed. 2024).

14. Under South Carolina law the term executor is now defined as a "Personal representative". (See, S.C. Code Ann. § 62-1-201, "Personal representative" includes executor, administrator, successor personal representative, special administrator, and persons who perform substantially the same function under the law governing their status).

15. The party defendant in this matter is the natural person Nikia Renee Noisette in her individual capacity.

16. The filings by Nikia Renee Noisette, as executrix of the estate of Nikia Renee Noisette, are by a party that does not exist under South Carolina law.

17. An executrix would only be appointed upon the death of Nikia Renee Noisette, as executrix of the estate of Nikia Renee Noisette. Nikia Renee Noisette is a living natural person. The two are mutually exclusive. Nikia Renee Noisette, as executrix of the estate of Nikia Renee Noisette is thus a fiction. This Court does not recognize the fiction of an individual as an executrix of one's estate.

18. The Court views such filings as an attempt to obfuscate the records of the Clerk of Court.

19. The Court, therefore, refuses to exemplify any documents wherein the filer is Nikia Renee Noisette, as executrix of the estate of Nikia Renee Noisette.

20. The filings, however, were they by the individual named defendant, are also inappropriate.

21. The Court acknowledges a general tax benefit commonly referred to a loss carry back. Loss carry backs occur when a business taxpayer suffers a business loss but cannot claim the entire loss in the year sustained. The Code allows the Taxpayer to carry its loss back to prior years and claim offsetting losses against tax liability previously paid to the Service. The applicable statute and regulations are cited in the filing.

22. This Court, however, cannot conceive of a the right of a taxpayer to have an equitable interest and a legal interest in the loss carry back. Even if such were attainable such recognition would be outside of the scope of this Court's jurisdiction. The question would be one of Federal law.

23. Additionally, the filings are unilateral. One party cannot be both assignor and assignee. And one party does not reserve unto itself. The latter is duplicitous. The former is simply ineffective. Here, one purported party, Nikia Renee Noisette, as executrix of the estate of Nikia Renee Noisette, assigns and reserves the loss carry back claim. Functionally, the reservation of an equitable right and assignment of a legal right unilaterally cannot stand. Hence, the unilateral reservation and assignment of the claim by the purported executrix is another fiction. Similarly, the two are mutually exclusive. Therefore, on substantive grounds, the filings appear to be a fiction and are not part of the proceedings for which the matter was referred.

24. Nonetheless, this Court examined every state and federal jurisdiction for several key phrases included in the Notice.

a. The specific phrase, "all equitable loss interest" yielded zero results in all 50 states and every Federal Court in the United State of America.

b. The specific phrase, "irrevocably assigns the net operating loss claim #of right #under treasury regulations 26 CFR 301.6511(d)-2 (b)(1)" yielded zero results in all 50 states and every Federal Court in the United State of America.

c. The word "assignment" and the specific phrase, "net operating loss claim" yielded zero results in all 50 states and every Federal Court in the United State of America.

d. The specific phrase, "net operating loss claim" appears in one case reported in the 8th Circuit Court of Appeals. This case involves a tax refund dispute. The Court states,

Therefore, even accepting taxpayer's argument that the Form 1040X refund claim for 1982 taxes filed in 1991 constituted an informal claim for net operating losses carried back to 1979, we still would lack jurisdiction to grant taxpayer's refund request.⁷

- e. The specific phrase is found in a footnote 7, which addresses expansion of the time to claim a net operating loss carry back. Footnote 7 states:

Although never addressed by taxpayer, we can only surmise that he considered the timely filing of his refund claim for 1982 taxes under the two-year alternative time limit of section 6511(a) sufficient to qualify him for net operating loss carryback refunds. However, both the Sixth Circuit and the Fourth Circuit have squarely held that the two-year limitation in section 6511(a) is inapplicable for purposes of considering the timeliness of refund claims for net operating losses. *See Sachs v. United States*, 941 F.2d 464, 466 (6th Cir.1991); *Longiotti v. United States*, 819 F.2d 65, 67 (4th Cir.1987). "The reference to subsection (a) that is contained in § 6511(d)(2)(A) cannot be read to expand the only limitation period contained in the [special net operating loss provision]—the three-year period measured from the date of [a] return was required to be filed." *Sachs*, 941 F.2d at 466. We agree. The structure of the tax code makes clear that the explicit three-year limitation in section 6511(d)(2)(A) is not meant to be expanded; the alternative two-year limitation listed in section 6511(a) applies to refund claims in general and should not be viewed as an alternative limitation for **net operating loss claims**.

See, *Chernin v. United States*, 149 F.3d 805, 814, 82 A.F.T.R.2d 98-5134, 98-2 USTC P 50551, 1998 WL 381720 (8th Cir. 1998)

25. The underlying case here is a mortgage foreclosure of a single-family residential property. A person's home or residence is the subject of the foreclosure remedy. Net operating loss claims deal with business losses. The defendant asserted no claim in the underlying case that the residential property had a business use. The Notice is inapplicable to the present case.

26. The Notice is filed in an attempt to create confusion and to obfuscate the records of the Court.

27. For the Foregoing reasons the Clerk of Court should not authenticate (exemplify) a filing that is procedurally defective and substantively devoid of legal or equitable meaning. To authenticate these filings would lend the prestige of the Court to procedurally defective documents and documents substantively devoid of legal or equitable meaning.

28. This Court will refrain from exemplifying the Clerk's signature for the before mentioned reasons and

IT IS ORDERED!

Master in Equity's Electronic Signature Follows

011111
X

ELECTRONICALLY FILED - 2024 Oct 22 12:14 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207



Dorchester Common Pleas

Case Caption: Reliance First Capital Llc VS Nikia Renee Noisette , defendant, et al
Case Number: 2024CP1800207
Type: Master/Order/Other

So Ordered

s/James E. Chellis, Master in Equity, SCJD#3078

2

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Reliance First Capital, LLC,

Plaintiff(s),

vs.

Nikia Renee Noisette; Arbor Oaks Homeowners
Association,

Defendant(s).

FILED-RECEIVED

IN THE COURT OF COMMON PLEAS

2026 APR -1 PM 5:08 No.: 2024-CP-18-00207

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

REPORT OF SALE AND DISBURSEMENTS

BCP No.: 24-40723

UNDER AUTHORITY of a Decree filed in this instant action, I offered for sale, to the highest bidder for cash, at public auction on May 6, 2025 the premises subjected to this suit, and I received a high bid of \$100,000.00 from Reliance First Capital, LLC and I executed and delivered a deed to Reliance First Capital, LLC, and I have disbursed the funds as follows:

Consideration

Master Filing Fee	\$125.00
Received from Bidder	\$1,000.00
Total Received	\$1,125.00

Disbursements

Master's Fees (Reference)	\$125.00
Master's Commission	\$1,000.00
Total Disbursed	\$1,125.00

All of the funds having been disbursed, I hereby ORDER the file closed and the case ended.

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW



Dorchester Common Pleas

Case Caption: Reliance First Capital Llc VS Nikia Renee Noisette , defendant, et al
Case Number: 2024CP1800207
Type: Master/Order On Sale Of Real Estate

So Ordered

s/James E. Chellis, Master in Equity, SCJD#3078

RECEIVED

Apr 02 2026

SC Court of Appeals

Jenny Abbott Kitchings, Clerk
South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

Re: Appellate Case No. 2026-000306

Reliance First Capital, LLC v. Nikia Renee Noisette and Arbor Oaks Homeowners Association, Defendants, of which Nikia Renee Noisette is the Appellant.

Dear Clerk Kitchings:

Please find enclosed for filing Appellant's Second Motion for Extension of Time to Serve Record on Appeal and File Appellant's Brief, together with attached Exhibit A.

This motion is submitted in connection with Appellant's efforts to ensure that the Record on Appeal is complete and accurate prior to service and certification, as a Motion to Settle, Correct, and Supplement the Record has been filed in the lower court.

~~Kindly file the enclosed and return a file-stamped copy for Appellant's records.~~

Thank you for your attention to this matter.

*Appellant will remit the required
\$ 50.⁰⁰ filing fee via money order, to
be sent by U.S. mail*

Respectfully submitted,



Nikia Renee Noisette

Appellant,

402 Arbor Oaks Drive

Summerville, SC [29485]

RECEIVED

Apr 02 2026

SC Court of Appeals

CERTIFICATE OF SERVICE

I certify that on this 1st day of April, 2026, I served a true and correct copy of the foregoing:

**Second Motion for Extension of Time to Serve Record on Appeal and
File Appellant's Brief**

upon counsel for Respondent by the method indicated below:

☒ U.S. Mail

☐ Hand Delivery

☐ Electronic Filing

☒ E-mail

addressed as follows:

James M. Page, Esq.

Bell Carrington Price & Gregg, LLC

339 Heyward Street, 2nd Floor

Columbia, South Carolina 29201

Email: mpage@bellcarrington.com

Respectfully,



Nikia Renee Noisette, Appellant,