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Apr 24 2026
SC Court of Appeals

FORM 15
AMENDED RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas

W. Haigh Porter, Master-In-Equity

Appellate Case No. 2025-002310

Lakeview Loan Servicing, LLC
, Respondent,

v.

Allison Shavonne Smith and Alligator West Homeowners Association, Defendants

Appellant.

Of which Allison Shavonne Smith is the Appellant,

AMENDED
RECORD ON APPEAL

Allison Shavonne Smith
3805 Bobcat Trail
Timmonsville, SC 29161
(843) 616-0541
Appellant

Bell Carrington Price & Gregg
339 Heyward St., 2nd Floor
Columbia, South Carolina 29201
(803) 509-5078
Attorney for Respondent

INDEX

RECEIVED
Apr 24 2026
SC Court of Appeals

Order of October 14, 2025

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Lakeview Loan Servicing, LLC,

Plaintiff,

vs.

Allison Shavonne Smith; Alligator West Home Owners Association,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A No.: 2024-CP-21-00723

ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND ORDER AND JUDGMENT OF FORECLOSURE AND SALE

(Deficiency Judgment Waived)

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 September 24, 2025, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT

1. The Lis Pendens was filed on or about March 22, 2024.
2. The Summons and Complaint were filed on or about March 22, 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 of Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

5. This matter came to hearing after the filing of Plaintiff's Notice of Motion and Motion for Summary Judgment on September 10, 2024. A motion for summary judgment is appropriate only when it is clear there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. *Shumpert v. Time Insurance Co.*, 328 S.C. 574, 493 S.E.2d 111 (Ct. App. 1997). In ruling on a motion for summary judgment, the trial court must view the evidence and all inferences which can be reasonably drawn therefrom in the light most favorable to the non-moving party. *Id*. Under Rule 56(c) of the South Carolina Rules of Civil Procedure, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact.

6. In this action, Defendant Allison Shavonne Smith filed an Answer, Affirmative and Additional Defenses, and Compulsory Counterclaim on March 27, 2024 alleging counterclaims and asserting affirmative defenses of failure to notice, illegal foreclosure, non-compliance, coercion and duress, unclean hands, violation of the Fair Debt Collection Practices Act, negligence, and violation of the South Carolina Unfair Trade Practices Act. Plaintiff filed its Answer to Defendant Allison Shavonne Smith's Counterclaim on April 1, 2024 denying the allegations of Defendant's counterclaims and demanding strict proof thereof. Defendant Allison Shavonne Smith filed her Response to Plaintiff's Answer on April 11, 2024, but did not provide any evidence to corroborate her counterclaims and affirmative defenses. Defendant Allison Shavonne Smith filed a Motion to Dismiss on May 13, 2024 supported by an Affidavit of Fact – Writ of Discovery on May 31, 2024. A hearing was held on June 17, 2024 on Defendant Allison Shavonne Smith's Motion to Dismiss and Plaintiff's Motion to Refer the case to the Master in Equity, and the Court entered a Form 4 Order on June 17, 2024 denying Defendant Allison Shavonne Smith's Motion to Dismiss and ordering the case to be referred to the Honorable Haigh Porter.

7. To date, Defendant Allison Shavonne Smith has not offered any proof to substantiate her claims or affirmative defenses. In support of Plaintiff's Motion, Plaintiff may rely upon live testimony,

affidavits, verifications and other documents or discovery materials, which shall be filed in accordance with Rule 56 before any hearing or has already been filed, as well as the pleadings in this matter, and such other matters properly of record at the time of the hearing of Plaintiff's Motion. Once the moving party meets its initial burden, the non-moving party may not rest on mere allegations or denials in the pleadings; rather the non-moving party must come forward with specific facts showing there is a genuine issue for trial. *Boone v. Sunbelt Newspapers, Inc.*, 347

S.C. 571, 556 S.E. 2d 732 (Ct. App. 2001). In support of its case, Plaintiff has submitted copies of the note, mortgage, assignments, demand/breach letter, affidavit of debt signed by the lender, and affidavit of attorneys' fees. The Court finds that there is no genuine issue of material fact in dispute and Plaintiff has met the requisite burden of proof. Therefore, Plaintiff is entitled to an Order granting summary judgment as to foreclosure.

8. Heretofore, Allison Shavonne Smith (hereinafter, "Borrower(s)") made, executed, and delivered to Finance of America Mortgage LLC (hereinafter, "Payee") a certain Promissory Note dated March 11, 2022, in writing (hereinafter, "Note"), wherein and whereby Borrower(s) promised to pay to Finance of America Mortgage LLC, the principal sum of $270,990.00 together with interest at the initial rate of 3.625% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

9. In order to secure the payment of said Note, Allison Shavonne Smith (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for Finance of America Mortgage LLC, its successors and assigns, a certain mortgage dated March 11, 2022 (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 lot, parcel, or piece of land, together with improvements thereon, situate, lying, and being located in the County of Florence, State of South Carolina, being shown and delineated

as Lot 24 on that Revised Plat of Alligator West, Phase I., by Nesbitt Surveying Co., Inc., dated December 20, 2020, last revised March 5, 2021, and recorded April 26, 2021, in the Office of the Register of Deeds for Florence County in Plat Book 107 at Page 628. Reference to said plat(s) is hereby made for a more complete and accurate description, with all measurements being a little more or little less.

This being the same property conveyed to Allison Shavonne Smith by Deed of Hurricane Construction, Inc., dated March 22, 2022 and recorded March 22, 2022 in the Office of Register of Deeds for Florence County in Book 983 at Page 374.

Parcel No.	00076-01-385
Property Address:	3805 Bobcat Trail Timmonsville, SC 29161

10. Said Mortgage was recorded on March 22, 2022 in Book 983 at Page 379, in the Florence County Office of the Register of Deeds.

11. Thereafter, the Subject Mortgage was assigned to Plaintiff by assignment recorded September 26, 2023 in Book 1069 at Page 401.

12. 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.

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

14. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of $3,225.00 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.

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

Principal Balance:	$265,364.10
Accrued Interest good through 08/28/25: (At rate of 3.625% per annum)	$22,355.32
Per Diem Interest from 08/29/25 through 09/24/25: (At a daily rate of $26.35)	$711.45
Pro Rata MIP:	$175.82
Escrow Advances:	$7,700.08
Total Fees:	$10.01
Title Costs:	$500.00
Property Inspections:	$620.00
Attorneys' Fees and Costs:	$3,738.80
TOTAL:	$301,175.58

16. Thus, the total Debt secured by Note and Mortgage, including interest to date is $301,175.58. 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 3.625% 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.

17. The Plaintiff waives its rights to a deficiency judgment.

18. At the time of the filing of the Lis Pendens in this matter, the record owner(s) of the property was Allison Shavonne Smith.

19. Information having been obtained from the records of Florence 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. Alligator West Home Owners Association by virtue of any unrecorded homeowners' liens or assessments due or that may become due up to the time of any foreclosure sale herein, and any interest arising from unpaid assessments, dues, special assessments, etc. of any kind that this Defendant presently has or may acquire up to the time of any foreclosure sale herein is or would be junior and subordinate to Plaintiff's Mortgage and is to be removed from the title to the Property upon the completion of a properly held foreclosure 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 $301,175.58, 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 3.625% 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 Florence County Courthouse,

Florence 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 twenty (20) 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 3.625% 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 twenty (20) 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), SCRCP.

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 Florence 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 to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Florence County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

11. 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 lot, parcel, or piece of land, together with improvements thereon, situate, lying, and being located in the County of Florence, State of South Carolina, being shown and delineated

as Lot 24 on that Revised Plat of Alligator West, Phase I., by Nesbitt Surveying Co., Inc., dated December 20, 2020, last revised March 5, 2021, and recorded April 26, 2021, in the Office of the Register of Deeds for Florence County in Plat Book 107 at Page 628. Reference to said plat(s) is hereby made for a more complete and accurate description, with all measurements being a little more or little less.

This being the same property conveyed to Allison Shavonne Smith by Deed of Hurricane Construction, Inc., dated March 22, 2022 and recorded March 22, 2022 in the Office of Register of Deeds for Florence County in Book 983 at Page 374.

Parcel No. *00076-01-385*
Property Address: 3805 Bobcat Trail
Timmonsville, SC 29161

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

Florence Common Pleas

Case Caption: Lakeview Loan Servicing Llc VS Allison Shavonne Smith , defendant, et al

Case Number: 2024CP2100723

Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered s/Haigh Porter,

3082

Electronically signed on 2025-10-14 15:01:55 page 12 of 12

Complaint

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Lakeview Loan Servicing, LLC,

Plaintiff,

vs.

Allison Shavonne Smith; Alligator West Home Owners Association,

Defendant(s).

IN THE COURT OF COMMON PLEAS

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

COMPLAINT

(Non-Jury)

FORECLOSURE OF
REAL ESTATE MORTGAGE

(Deficiency Judgment Demanded as to Defendant(s) Allison Shavonne Smith)

BCP No.: 24-41358

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

1. Plaintiff, Lakeview Loan Servicing, 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 Florence, 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, Allison Shavonne Smith (hereinafter, "Borrower(s)") made, executed, and delivered to Finance of America Mortgage LLC (hereinafter, "Payee") a certain Promissory Note dated March 11, 2022, in writing (hereinafter, "Note"), wherein and whereby Borrower(s) promised to pay to Finance of America Mortgage LLC, the principal sum of $270,990.00 together with interest at the initial rate of 3.625% 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, Allison Shavonne Smith (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for Finance of America Mortgage LLC, its successors and assigns, a certain mortgage dated March 11, 2022 (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 lot, parcel, or piece of land, together with improvements thereon, situate, lying, and being located in the County of Florence, State of South Carolina, being shown and delineated as Lot 24 on that Revised Plat of Alligator West, Phase I., by Nesbitt Surveying Co., Inc., dated December 20, 2020, last revised March 5, 2021, and recorded April 26, 2021, in the Office of the Register of Deeds for Florence County in Plat Book 107 at Page 628. Reference to said plat(s) is hereby made for a more complete and accurate description, with all measurements being a little more or little less.
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>
> *Parcel No.* 00076-01-385
> *Property Address:* 3805 Bobcat Trail
> Timmonsville, SC 29161

7. Said Mortgage was recorded on March 22, 2022 in Book 983 at Page 379, in the Florence County Office of the Register of Deeds.

8. Thereafter, the Subject Mortgage was assigned to Lakeview Loan Servicing, LLC by assignment and/or corporate merger.

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. 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 June 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 $265,364.10, 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.

15. Upon information and belief, said information having been obtained from the records of Florence 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. Alligator West Home Owners Association by virtue of any unrecorded homeowners' liens or assessments due or that may become due up to the time of any foreclosure sale herein, and any interest arising from unpaid assessments, dues, special assessments, etc. of any kind that this Defendant presently has or may acquire up to the time of any foreclosure sale herein is or would be junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure 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;
>
> Third, the surplus, if any, be distributed according to law, and
>
> Fourth, that the Plaintiff be awarded a deficiency judgment against Allison Shavonne Smith 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 Florence 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: March 21, 2024
Columbia, South Carolina

J. Martin Page
Bell Carrington Price & Gregg, 339 Heyward Street, 2nd Floor
Columbia, SC 29201

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF

C/A No.: 2024-0-21-00723

Lakeview Loan Servicing, LLC,

Plaintiff,

vs.

Allison Shavonne Smith; Alligator West Home Owners Association,
Defendant(s).

ANSWER TO COMPLAINT, AFFIRMATIVE AND ADDITONAL DEFENSES, COMPULSORY COUNTCLAIM

8CP No.: 24-41358

ANSWER TO COMPLAINT FOR FORECLOSURE OF REAL ESTATE MORTGAGE

Comes now the above-named Defendant, special appearance sui juris, in answering the allegations of the Plaintiffs complaint.

1 . The allegation set forth in paragraph 1 is a legal conclusion for which no response is required.

2. The Defendant denies the allegation set forth in paragraph 2 of the Plaintiff's complaint.

Defendant claims all interest in the real estate at subject and does not have enough information to deny or admit if the Court has proper jurisdiction. The defendant does not understand this part of the allegation.

3 . The Defendant admits in part of the allegation set forth in paragraph 3; that the subject of this action is located in the County of Florence, State of South Carolina but does not have enough information to deny or admit if the Court has proper jurisdiction. The Defendant does not understand this part of the allegation.

4. The Defendant denies the allegation set forth in paragraph 4 of the Plaintiff's complaint.

There was a failure of lawful consideration for the Note and Mortgage and the Plaintiff has no right to title or interest in said premises. Defendant did not receive documentation confirming assignment of mortgage. Defendant documentation states Finance of America Mortgage LLC as the party in interest therefore, Defendant does not have enough information and belief the Plaintiff is the real party in interest. See Exhibit

5. The Defendant denies the allegation set forth in paragraph 5 of the Plaintiff's complaint.

Defendant endorsed a promissory note in which the lender promised to provide the Defendant $270, 990.00. Defendant did not receive what was promised, which voided the Note. This failure creates the Plaintiff as an imposter-fictious payee with no legal right to enforce an instrument. The Note should state the true lender and terms to match. According to Federal Reserve Modern Money Mechanics, a promise to lend cannot be enforced to constitute a loan. Money must be loaned. See Exhibit A.
The extension of credit is not giving of value. See UCC 53-303:0; Atkinson v. Englewood State Bank, 141 Colo 436.

6. The Defendant denies the allegation set forth in paragraph 6 of the Plaintiff's complaint.

Once Allison Shavonne Smith endorsed the Note, the Note was turned into a cash item by the lender and paid in full. As there is no mention of any agreement between Mortgage Electronic Registration Systems, Inc. and Allison Shavonne Smith on Note, the lender never endorsed the Note to MERS. The Defendant did not secure the payment of

said Note because Defendant was not the named owner of the note despite being the only party to endorse the Note. Because the Defendant is not the owner, the Deed of Trust is void. Once the Deed of Trust is void, then the lien against the Subject Property never existed and there is no standing to foreclose.

7, The Defendant denies the allegation set forth in paragraph 7 of the Plaintiff's complaint.

Plaintiff deceives by misrepresenting information, facts, and figures. Subject Mortgage was never submitted for recordation by Lakeview Loan Servicing, LLC on March 22,2022.

8. The Defendant denies the allegation set forth in paragraph 8 of the Plaintiff's complaint.

Plaintiff's claim is barred because Plaintiff is not a real party in interest. Plaintiff does not allege a credible transfer of interest from the originator to itself. As of May 1, 2022, Assignment of Mortgage is invalid; MERS as nominee for Finance of America, did not have authority to act as nominee with such assignments, the MERS signatory, only has such authority is derived from the principal, and vice president of MERS may only assign the rights of their principal, Finance of America LLC , if valid Power of Attorney exist vesting such authority in the agent and if the principal still retains the requisite rights in the underlying loan that is delegating-any evidence as to either of these material facts necessary to validate the MERS assignment are nowhere to be found. The information presently available from the Plaintiff does not suggest sufficient evidence of standing to act regarding Subject Loan for which the Plaintiff is not the original lender.

9. The Defendant denies the allegation set forth in paragraph 9 of the Plaintiff's complaint.

Lakeview Loan Servicing, LLC did not lend Defendant any form of payment therefore, the note is void. Subject Mortgage was securitized and paid in full once Lakeview Loan Servicing, LLC acquired the Subject Mortgage from Finance of America Mortgage LLC. According to the Secretary of State UCC-Il search, there is no evidence of said perfected First lien on the Subject Property. Plaintiff has no standing to collect ,'repayment". See Exhibit B

10. The Defendant denies the allegation set forth in paragraph 10 of the Plaintiff's complaint.

Defendant received failure of payment notices prior to the Plaintiff's commencement of foreclosure. The Defendant utilized resources given from Plaintiff and Plaintiff failed to respond. Terms of Subject Mortgage (Paragraph 22) and State or Federal Law were not followed. See Exhibit C. See Exhibit D. See Exhibit E.

11. The Defendant denies the allegation set forth in paragraph Il of the Plaintiff's complaint.

The said Note and Subject Mortgage securing the same was the Defendant's promise to pay. Lender monetized thus said Note and turned it into a cash item, using the Deed of Trust as security for the Note. As a result, the lender did not loan its own assets, it loaned credit. This is fraud, failure of consideration, and constructive fraud done in conspiracy, an utterly void and without value transaction. There is no contract with the Plaintiff, and the Plaintiff has no entitlement without the production of the contract exhibiting all the necessary requirements of a contract by operation of law.

12. The Defendant denies the allegation set forth in paragraph 12 of the Plaintiff's complaint.

A notice according to the terms of the Subject Mortgage was not followed by the Plaintiff, therefore Defendant did not receive notice prior to the commencement of this action. The original Note was not provided prior to the filing of foreclosure. Defendant made several attempts to contact Plaintiff regarding any payment notices. Defendant summarized a true and correct breakdown of all payments sent to the Plaintiff. Plaintiff did not acknowledge Defendant's inquiries or claims. See Exhibit D

13. The Defendant denies the allegation set forth in paragraph 13 of the Plaintiff's complaint.

The Plaintiff demands a personal or deficiency judgement against the Defendant. Plaintiff has no standing to demand thus said judgment due to Lakeview Loan Servicing negligence and use of scheme to obtain financial gain by using false statements.

14. The Defendant denies the allegation set forth in paragraph 14 of the Plaintiff's complaint.

Defendant made the required payment in the amount of $1,583.06 to Lakeview Loan Servicing, LLC on May 5, 2023. Instruments were received and cashed for full value. Defendant made several attempts to inquire about the alleged failed payment and other

missing and/or non-applied payments for the following months. Defendant made attempts to contact Plaintiff via phone calls, emails, and mailed correspondences.

Furthermore, Plaintiff refuses to acknowledge requested payment from Defendant dated in March causing the start of payments to seem as though they were not accounted for. Defendant is not responsible for the principal sum of $265,797.02, attorneys' fees, taxes, insurance, nor any amount incurred for securing the property. Plaintiff has no rights to the property. See Exhibit F. See Exhibit G. See Exhibit H.

15. The Defendant does not have enough information to admit or deny the allegation set forth in Paragraph 15 of the Plaintiff's complaint.

AFFIRMATIVE DEFENSES AND ADDITIONAL DEFENSES

FIRST SEPARATE DEFENSE

Lakeview Loan Serving, LLC falsely notified Defendant of Transfer of Mortgage from Finance of America Mortgage LLC, to itself on May I, 2022. Upon Florence County records, the Subject Mortgage was held by MERS (Mortgage Electronic Registration System, Inc.), whom has no beneficial interest in the Subject Property, who then transferred the Subject Mortgage to Lakeview Loan Servicing, LLC on September 26, 2023. Because the Note follows the Mortgage in the state South Carolina, as of May 1, 2022, the Note and Subject Mortgage became invalid. MERS is not a lender. Plaintiff violated 12 CFR 51006.18, by falsely representing the legal status ot the holder of the Note and Subject Mortgage. Lakeview Loan Servicing, LLC failed to properly record the assignment, and inform the Defendant of rightful information on the chain of transfers. 15 U.S.C 51641 (g). Lakeview Loan Servicing, LLC has no standing to foreclose.

"Holding the Note" is not legally equivalent to "Owning the Note".

Furthermore, the Plaintiff is not the real party in interest, and is not authorized to bring this foreclosure claim because the prosecution of a foreclosure action is by the owner and holder of the Subject Mortgage and Note. Lakeview Loan Servicing, LLC alleges they are the owner of the Note, and presents a purported copy of a Note that states the lender and principal as Finance of America Mortgage LLC. The Plaintiff is not entitled to maintain this action for the true owner of the claim is a person other than Lakeview Loan Servicing, LLC. See Exhibit l.

SECOND DEFENSE

In the foreclosure document, Lakeview Loan Servicing, LLC falsely reported that $9,766.65 was owed to reinstate the loan and stop the foreclosure process. From evidence submitted, Plaintiff has received well over the amount to be reinstated. Adding to the defense, the Plaintiff reported to the credit bureau that payments have been past due since February 1, 2023, in the amount of $8,063. These are two very distinctive and inaccurate balances reported to the credit bureau. In pursuant to Fair Debt Collection Practices Act, 12 CFR 51006.18 (b)(2)(i), the Plaintiff has violated the regulation by demanding an inaccurate amount owed to reinstate the Joan and reporting a different, inaccurate amount to the Credit Bureaus against the Defendant. See Exhibit J. See Exhibit K.

THRID DEFENSE

Lakeview Loan Servicing, LLC received notification via email, phone call, and disputing the Note, Subject Mortgage, and alleged missing payments. Defendant initiated payment research. Lakeview Loan Servicing, LLC failed to comply with the laws Of the Federal Trade Commission by not properly investigating the requested research. Request for statement of accounts was not received. Plaintiff was negligent by failure to exercise performance of duty, to address specified circumstances, Lakeview Loan Servicing, LLC continued to force debt collection upon receiving the disputes, violating the 30-day period, and failing to validate the original creditor or lender, but falsely sending notices of themselves as the original lender USC 808. See Exhibit O.

FOURTH SEPARATE DEFENSE

The Plaintiff did not pay fair and adequate consideration for the alleged Subject Mortgage and Note when it was purchased if it ever was properly purchased at ail. Therefore, Plaintiff would be unjustly enriched if it were to receive the relief requested.

FIFTH SEPARATE DEFENSE

Defendant does not believe Lakeview Loan Servicing, LIC is the Holder in Due Course of the actual Note: Absent the original Note, Lakeview Loan Servicing, LLC cannot be the Holder in Due Course for said Note. Accordingly, Lakeview Loan Servicing, LLC cannot lawfully and/or legally foreclose on Subject Property. E.g., First National bank v. Jerome Daly, IN THE JUSTICE COURT STATE OF MINNESOTA COUNTY OF SCOTT TOWNSHIPOF CREDIT RIVER, JUSTICE MARTIN V. MAHONEY (1968)

SIXTH SEPARATE DEFENSE

Defendant never made any agreement to pay cost or attorneys' fees to Plaintiff under any circumstance, and therefore Plaintiff is not entitled to cost or attorney's fees in this action. Lakeview Loan Servicing, LLC has committed Mortgage Servicing Fraud in charging inspection fees, attorney fees, filing fees and other charges that are not authorized by or in conformity with the terms of Subject Note and Mortgage, a violation of USC S 80811.

SEVENTH SEPARATE DEFENSE

Plaintiff's complaint fails to state a claim upon which relief may be granted.

EIGHTH SEPARATE DEFENSE

The Subject Mortgage and the Note at issue in the instant case have become part of a securitized trust and they are also governed by the terms of the Trust's Pooling and Service Agreement. Evidence by Pool number: CK8836. See Exhibit O.

A Pooling and Servicing Agreement requires a mortgage show "unbroken chain of assignments' ,evidencing transfer of title from the originator of the loan to the trust. See e.g., Talcott Franklin & Thomas Nealon Ill, Mortgage and Asset Backed Securities Litigation Handbook,§5:105-

Plaintiff failed to comply with applicable pooling and servicing agreement loan servicing requirements: Plaintiff failed to provide Defendant with legitimate and non-predatory access to the debt management and relief that must be made available to Borrowers, including this Defendant pursuant to and in accordance with the Pooling and Servicing Agreement filed by Plaintiff with the Securities and Exchange Commission that controls and mortgage loan. Plaintiff's non-compliance with the condition precedent to foreclosure imposed on the Plaintiff pursuant to the applicable pooling and service agreement, is an actionable event that makes the filing of this foreclosure premature, based on a failure of a contractual and/or equitable condition precedent to foreclosure which denies Plaintiff's ability to carry out this foreclosure.

Plaintiff cannot legally pursue foreclosure unless and until Plaintiff demonstrates compliance with the foreclosure prevention servicing imposed by the subject pooling and servicing agreement under which the Plaintiff owns the Subject Mortgage.

NINTH SEPARATE DEFENSE

Two instruments were tendered, each totaling the amount of $1,583.06. Written on the instruments was a conspicuous statement in which read "SC Code of Laws Title 36-3-311 Accord and Satisfaction by use of instrument. Please return if not accepted". The serial number of these instruments were 28696218467, 28696218478, 28696221617, 28696221628. Instruments were accepted and cash by Lakeview loan Servicing, LLC. Because Lakeview Loan Servicing did not return the payment and cashed the instruments for its full value, The debt against the Defendant was to be discharged and deemed fully satisfied. The Plaintiff failed to follow the law and admit to acceptance. See Exhibit H.

TENTH SEPARATE DEFENSE

In January of 2023, an instrument was tendered in the amount of $269,264.84. The instrument was accepted by Lakeview Loan Servicing, LLC and applied to the Defendant's account, showing a balance of $0.00 owed. Lakeview Loan Servicing, LLC reversed the payment from the system, and stated the routing number was invalid. The instrument was never returned to the Defendant after allegedly being invalid. Lakeview Loan Servicing, LLC was informed that the instrument was processed incorrectly and inquiry of the instrument's whereabouts and processing were disregarded by the Plaintiff. See Exhibit L.

In return, Plaintiff requested a payment in the amount of $694.42 (Serial number: 28114384656) to satisfy the month of January. Defendant sent the payment in the time frame requested. Plaintiff refused to recognize the letter stating the requested amount, and the payment, by holding the instrument and not cashing it for the full value. See Exhibit H.

ELEVENTH SEPARATE DEFENSE

Lakeview Loan Servicing, LLC was tendered a payment in the amount of $280,000.00 in September of 2023. Plaintiff refused the payment, a violation in pursuant to UCC 53-603. If UCC does not apply, Plaintiff needs to show evidence. See Exhibit N.

TWELFTH SEPARATE DEFENSE

Plaintiff, its agents, and attorneys made illegal improper use of process. Plaintiff had no legal justification to bring this action to try to foreclose upon Defendant's property and Defendant was injured and irreparably harmed because of Plaintiff's action and that of its agents, and/or attorneys. Plaintiff and attorneys failed to answer Defendants affidavit within the 10 days required abusing process of Defendant's legal rights. See Exhibit M.

DEFENDANT'S COUNTERCLAIM

1. This is an action for declaratory and injunctive relief against Plaintiff.

2. Plaintiff failed to provide Defendant with proper Notice of Default and Intent to accelerate as required by and/or that complies with paragraph 22 of the Subject Mortgage.

3. Defendant has right to receive foreclosure prevention loan servicing from Plaintiff before commencement or initiation of this foreclosure action.

4. Defendant is being illegally subjected to this foreclosure action, being forced to defend the same and they are being charged illegal predatory court costs and related fees (inspection fees), and attorney fees. Defendant is having their credit slandered and negatively affected, ail of which constitutes irreparable harm to the Defendant for the purpose of injunctive relief.

5. Plaintiff's non-compliance with the conditions precedent to foreclosure imposed on the Plaintiff is an actionable event that makes the filing of this foreclosure premature based on a failure of contractual and/or equitable condition precedent to foreclosure which denies Plaintiff's ability to carry out this foreclosure.

6. Plaintiff offered a modification increasing the Defendant's normal payment, which was a form of coercion and duress to commit the Defendant to a second mortgage and a higher payment in which they cannot afford.

7 . Plaintiff overstated the reinstatement balance after failure to properly research the alleged missing payments and refusing to meet with Defendant and/or discuss payments via phone call.

Defendant repeats having their credit irreparably slandered for the incorrect amount owed.

8. Plaintiff continues to claim, attempt, and threaten to enforce this mortgage debt through acceleration and foreclosure when the Plaintiff knows that such conduct is in bad faith and because the Plaintiff has charged and collected money from Defendant that they do not owe; deepening indebtedness and failure to meet the contractual and statutory conditions precedent before filing this action.

9. Lakeview Loan Servicing, LLC was engaged in "trade" and "commerce" as defined by SC Code of Laws Title 39-5-10 (b).

10. "Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby unlawful" See 15 U.S. Code 545 (a)(l).

ll. Lakeview Loan Servicing, LLC has violated the Act by engaging in unfair and deceptive acts and practices including but not limited to foreclosure action against the Defendant without having legal standing to do so and failing to investigate Defendant's claim and disputes,

12. As a direct result of Lakeview Loan Servicing, LLC unfair and deceptive practices, Defendant has been damaged. Specifically, Defendant has been threatened with loss of her homestead and equity because she was not given the fair opportunity to resolve alleged default before foreclosure was instituted and an additional layer of foreclosure cost added to the "delinquency" and reinstatement balance.

13. Pursuant to SC Code of Laws Title 15-32-510, Title 15-32-530 (a). Defendant reserves the right to amend this complaint to add a prayer for punitive damages upon showing evidence in record.

WHEREFORE, Defendant prays for offer of compromise and judgement against Plaintiff as follows:

1 . Lakeview Loan Servicing, LLC to make the Defendant whole on all cost incurred by me, ab initio, from the date of inception of the original contract to the present, for what may be a fraudulent and unlawful transaction on part of Lakeview Loan Servicing, LLC, In return, the Defendant, Allison Shavonne Smith, would agree to relinquish all rights to the property at subject. F-or clarity sake, the Defendant, Alison Shavonne Smith, will agree to "walk away and completely" from the discussed property, if and only if, Lakeview Loan Servicing, LLC

reimburses the Defendant totally and completely for all costs of said property including, without limitations, monthly payments, down payments, taxes, upgrades, etc. from the original date of the original purchases by me of the aforementioned party;

2 . The opportunity for Lakeview Loan Servicing to discharge the contract, since the only fraudulent acts committed were by Lakeview Loan Servicing, LLC. Thus, requiring Lakeview Loan Servicing to consider contract "paid in full" and immediately release any and all encumbrances on said property to and deliver to me the deed post haste; U.C.C. 53-604(A) (i) (ii), Discharge by cancellation or renunciation.

3 Award the Defendant actual damages, statutory damages and punitive damages.

4 Equitable relief from foreclosure

5 Plaintiff's complaint be dismissed with prejudice.

6 Enjoin Lakeview Loan Servicing, LLC from charging foreclosure fees, attorney fees, and costs from commencing this action and enjoin Lakeview loan Servicing, LLC from engaging in deceptive and unfair trade practices as provided by SC Code of Laws Title 39-5-140.

7 Order declaring the subject transaction be rescinded with the result that Plaintiff's security is void and unenforceable, therefore discharging or canceling Subject Mortgage of record, quieting title to the Property to the Defendant.

DEMAND FOR TRIAL BY JURY

Defendant hereby demands trial by jury.

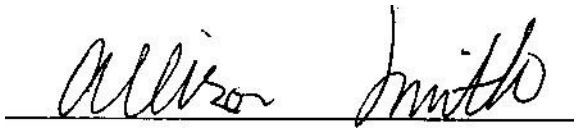
Respectfully Submitted,

Allison Shavonne Smith 3805
Bobcat Trail
Timmonsville, SC 29161
(843)616-0541

CERTIFICATION OF SERVICE

I, Allison Shavonne Smith, hereby certify that on the 27 th day of March in the year 2024, mailed a true and certified correct copy of the above and foregoing answer and counterclaim to:

J. Martin Page
Bell Carrington Price & Gregg, LLC
COUNSEL FOR PLAINTIFF
339 Heyward Street, 2nd Floor
Columbia, SC 29201



Allison Shavonne Smith
3805 Bobcat Trail
Timmonsville, SC 29161
(843) 616-0541

Testimony of Allison Shavonne: Smith

December 3, 2025

Re: **Lakeview Loan Servicing, LLC, Respondent, v. Allison Shavonne Smith and Alligator West Homeowners Association, Defendants,**

of which Allison Shavonne Smith is the Appellant.

Appellate Case No. 2025-002310

Original request for transcript of judgement was made on October 26, 2025, after contacting the Master in Equity office. I was informed to fill out an FOIA form for a transcript. A second attempt or request for the transcript of judgement was made on November 19,2025.

On December 1, 2025, I was told by Judge W. Haigh Porter, that he "did not have what I was looking for."

Please see attachments regarding requests, as there is no transcript that exists.

Allison Shavonne Smith

Allison Shavonne Smith
3805 Bobcat Trail
Timmonsville, SC 29161
(843)616-0541

FORM 11
LETTER ORDERING TRANSCRIPT FROM COURT REPORTER

November 19, 2025

RECEIVED
Dec 03 2025
SC Court of Appeals

Hon. W. Haigh Porter
181 N. Irby Street
Florence, South Carolina 29501

RE: Lakeview Loan Servicing, LLC,Respondent, v. Allison Shavonne Smith and Alligator West Homeowners Association, Appellant, Lower Court Case No. 2024-CP-21-00723, Court of Appeals Case No. 2025-002310

Dear W. Haigh Porter:

On September 24, 2025, the above case was tried before the Honorable W. Haigh Porter, Master in Equity, in Florence County. My records indicate that no court reporter was present for this case.

I may have erred in my search, and I request that you provide me with a transcript or recording of the entire proceedings.

(1) Opening statements of appellant and of counsel for respondent.

(2) Closing arguments of appellant and of counsel for respondent. *

I agree to pay the per page charge for this transcript or recording as provided by Rule 607,SCACR.

An FOIA form which includes request for transcript was submitted to your office, October 26, 2025. If my search was correct, no transcript or recording available, please send me a correspondence indicating lack thereof.

Sincerely,
Allison S. Smith
Allison S. Smith
3805 Bobcat Trail
Timmonsville, South Carolina 29161
(843) 616-0541
Appellant

cc: James Martin Page, Esquire
S.C. Court Administration
Clerk, Court of Appeals

* Unless all the parties to the appeal agree, a transcript of the entire proceedings must be ordered. Form 10 contains a sample agreement to order less than the entire transcript.

Charge

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

7. Plaintiff, Lakeview Loan Servicing, LLC, is a business entity duly authorized to conduct business in the State of South Carolina.

8. 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.

9. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Florence, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.

10. 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*.

11. Heretofore, Allison Shavonne Smith (hereinafter, "Borrower(s)") made, executed, and delivered to Finance of America Mortgage LLC (hereinafter, "Payee") a certain Promissory Note dated March 11, 2022, in writing (hereinafter, "Note"), wherein and whereby Borrower(s) promised to pay to Finance of America Mortgage LLC, the principal sum of $270,990.00 together with interest at the initial rate of 3.625% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

12. In order to secure the payment of said Note, Allison Shavonne Smith (hereinafter,

"Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for Finance of America Mortgage LLC, its successors and assigns, a certain mortgage dated March 11, 2022 (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 lot, parcel, or piece of land, together with improvements thereon, situate, lying, and being located in the County of Florence, State of South Carolina, being shown and delineated as Lot 24 on that Revised Plat of Alligator West, Phase I., by Nesbitt Surveying Co., Inc., dated December 20, 2020, last revised March 5, 2021, and recorded April 26, 2021, in the Office of the Register of Deeds for Florence County in Plat Book 107 at Page 628. Reference to said plat(s) is hereby made for a more complete and accurate description, with all measurements being a little more or little less.
>
> This being the same property conveyed to Allison Shavonne Smith by Deed of Hurricane Construction, Inc., dated March 22, 2022 and recorded March 22, 2022 in the Office of Register of Deeds for Florence County in Book 983 at Page 374.
>
> *Parcel No.* 00076-01-385
> *Property Address:* 3805 Bobcat Trail
> Timmonsville, SC 29161

16. Said Mortgage was recorded on March 22, 2022 in Book 983 at Page 379, in the Florence County Office of the Register of Deeds.

17. Thereafter, the Subject Mortgage was assigned to Lakeview Loan Servicing, LLC by assignment and/or corporate merger.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. On or around June 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 $265,364.10, 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.

24. Upon information and belief, said information having been obtained from the records of Florence 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. Alligator West Home Owners Association by virtue of any unrecorded homeowners' liens or assessments due or that may become due up to the time of any foreclosure sale herein, and any interest arising from unpaid assessments, dues, special assessments, etc. of any kind that this Defendant presently has or may acquire up to the time of any foreclosure sale herein is or would be junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale.

WHEREFORE, Plaintiff prays judgment that:

F. 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.

G. 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.

H. 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.

I. 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;

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

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

J. 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 Florence 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

Request to Charge

STANDARD OF REVIEW

Whether the Respondent has standing to bring a foreclosure action is a question of law subject to de novo review. See, *U.S. Bank Nat'l Ass'n v. Ibanez, 458 Mass. 637, 941 N.E.2d 40 (2011).* Because standing implicates the court's subject matter jurisdiction, an appellate court reviews the issue independently and without deference to the trial court's determination.

Under de novo review, the appellate court considers the issue anew, applying the same legal standard as the trial court. The Respondent bears the burden of establishing that it had standing at the time the foreclosure action was commenced. To demonstrate standing in a mortgage foreclosure action, the Respondent must show that it was the holder of the note or otherwise entitled to enforce the note and that it held the mortgage or was validly assigned the mortgage at the time suit was filed. See *Bank of N.Y. v. Silverberg, 86 A.D.3d 274 (N.Y. App. Div. 2011).*

Because standing must exist at the inception of the action, a defect in standing cannot be cured retroactively by a later assignment. Accordingly, if the Respondent lacked standing when the complaint was filed, then no case exists, and a dismissal is required.

SUMMARY OF ARGUMENT

When the Trial Court granted the Motion for Summary Judgment, Lakeview Loan Servicing, LLC had not met its initial burden of conclusively showing that there were no remaining genuine issues of material fact and that Lakeview Loan Servicing, LLC was entitled to summary judgment as a matter of law. Therefore, the Motion for Summary Judgment should not have been granted, and as set forth in the CONCLUSION portion of this Brief, the Final Summary Judgment should be reversed.

ARGUMENTS

I. FINAL SUMMARY JUDGEMENT IS INVALID BECAUSE RESPONDANT SERVICER HAS NOT MET THE INITIAL BURDEN OF CONCLUSIVELY SHOWING AN INJURY IN FACT AND ALONG WITH THE INJRY IN FACT, PROVE THAT THE INJURY CAN BE FAIRLY TRACED TO THE APPELLANT(STANDING)

Lakeview Loan Servicing, LLC has not proven standing and the judge erred in granting the Final Summary Judgement. There were no claims of a threshold injury in the initial proceeding of this action. This is a requirement that must be proven at the initial filing, with injury, fact, and causation. The causation Lakeview Loan Servicing is alleging must be fairly traced to Allison Shavonne Smith and Lakeview Loan Servicing has yet to prove this matter. On September 24,2025 the argument of standing and jurisdiction of subject matter of the court was brought forth by Appellant (See Exhibit B).

It is the Appellant's argument that the Respondent never loaned the Appellant any money. The Note stated, "In return for a loan that I have received, I promise to pay U.S.$270,990.00, plus interest to the order of the Lender". (See Exhibit C). This statement of the agreement is false, misleading and misrepresented. Allison Shavonne Smith signed the document under presumption that she would receive the funds and was not giving full disclosure of the hidden process of the transaction. A promise to lend cannot be enforced to constitute a loan, the act of lending actual money does. See, *Atkinson v. Englewood State Bank, 141 Colo 436 (1960)* Instead of rightfully lending their own money, Respondent underhandedly used Appellant's signature to create money and profit by gaining money from Appellant for no real exchange or value, lacking all consideration giving the Respondent the ability to market the note. This act made the Appellant the real creditor and Respondent the debtor. See, *First National Bank v. Jerome Daly, 284 M.N. 567, 171 N.W. 2d 818 (1969)*. See, *S.C. Code Ann. § 39-5-10 (b) (1971) South Carolina Unfair Trade and Practice Act.*

In the Respondent's complaint, there is the claim the Appellant owes money but when asked to validate the alleged debt prior to any of the proceedings (See Exhibit 3A and 3C and dates of documents). Respondent only submitted an uncertified copy note which does not only void but invalidate because the request included the Respondent to show proof of accounting, proof of payment for note, and proof of fund transfer; Furthermore in validation request, Appellant requested the Respondent to provide her with a true and certified copy of the note, not a photocopy, of the note.(See Exhibit 3A and 3C #4) and Respondent failed to do so, sending a photocopy to Appellant. See, *Bank of America v. Jasson K. Yahn and Sarah R. Yahn 2015AP936 (2015).* True and certified copy of the note was not presented or required by the judge to be presented to the court, robbing the Appellant of legal process.

Lakeview Loan Servicing, LLC has failed to establish its right to foreclose based on any part of Allison Shavonne Smith and she is not in default with anyone in this proceeding.

II. INSTRUMENT OF ACCORD & SATISFACTION WAS PRESENTED AND DENIED BY REPSONDANT, THE COURT ERRED WHEN IT DECIDED TO IGNORE THE EVIDENCE DESPITE IT BEING CRUCIAL TO ANY OF THE PROCEEDINGS.

On September 24,2025 a specific instrument i.e.. money order was presented to the

court. Respondent requested the instrument from Appellant on February 16, 2023, in the amount of $694.42 to cure a 30-day default (See Exhibit 1) This request was agreed upon, and Appellant sent the instrument in the form of a money order via mail. The instrument included a statement of "accord and full satisfaction defamation under duress without recourse" Appellant contacted Respondent to verify status and after multiple correspondences it was Respondents claim that they never sent a letter of such nor requested this amount. It was explained to the courts, the Respondent not acknowledging amount and misapplying payments was the secondary issue following standing, catapulted the filing. Respondent is still in possession of the money order as it remains uncashed. This violates *Regulation F 12 CFR Part 1006.* Appellant took appropriate steps to uphold her part of the agreement despite the request of standing which Respondent still had not provided. Respondent should be held to the same standard as Appellant. It is unfair to have expectations of Appellant and allow Respondent to act in bad faith. Respondent committed material misrepresentation, fabricating a lie about not receiving payment upon a note that was settled at the day of closing. See, *S.C. Code Ann § 3-303-0 (1952) of Value and Consideration.* See, *S.C. Code Ann. § 36-3-311 (2008) Accord and Satisfaction by use of Instrument.* See*, S.C. Code Ann. § 36-3-603 (Supp. 2023) Tender of Payment.*

III. I HAVE A PUBLICLY RECORDED DEED THAT SAYS I AM THE OWNER, WHEREAS RESPONDANT HAS NO RECORD OF SUCH

The property recorded deed for Appellant's property was recorded prior to any of the proceedings, March 22, 2022. Respondent states this fact in its complaint against Appellant. (See Respondent's complaint, page 6 number 6). Despite acknowledging this Lakeview Loan Servicing, LLC and its agents failed to negotiate Allison Shavonne Smith's property before attempting to take it with a marketable title that is defective and worthless Appellant reasserts she is the owner of Subject Property and Note. Appellant has good title in fee-simple, whereas the marketable title Respondent presents is void without proof of ownership or original note.

CONCLUSION

For the reasons stated above, this Court should reverse the judgment of the Court of Common Pleas.

Defendant's Exhibit 1

Exhibit A

LOANCARE

ALLISON SMITH
3805 BOBCAT TRAIL
TIMMONSVILLE, SC 29161

03/14/2024

Reference To:
Loan Number: 0062264510PC
Property Address: 3805 BOBCAT TRAIL
TIMMONSVILLE, SC 29161

Dear ALLISON SMITH

The terms of your mortgage loan have been fully satisfied, and the enclosed document has been recorded in the official land records office where your property is located. You do not need to take any further action regarding this matter, but please retain this important document for your records.

It has been a pleasure to service your mortgage loan.

If you have any questions about this matter, please contact our Customer Service Department at 1-800-274-6600 Monday through Friday from 8:00 A.M. to 10:00 P.M., and Saturday from 8:00 A.M. to 3:00 P.M., Eastern Time.

Sincerely,
Customer Service Department
NMLS ID 2916

3637 Sentara Way, Virginia Beach, VA 23452 1-800-274-6600

440512281

Estimated Time Needed: N/A Court Reporter Needed: [ ] YES/[X] NO

Case No 2024-GP-21-00723

Creation Date: 20Sept2025 Special Appearance Notice Hearing Date: 24Sept2025

Exhibit B

Let it be known, here comes, sui juris, self governing, a living woman, Allison Shavonne, surname Smith.

The complaint filed against me has no standing. The Plaintiff is a ficticious entity and is using my name to presume and assume that I am a legal fiction which falls outside the law of equity creating a unilateral contract.

The plaintiff has not claimed an injury, in fact of any kind in this pleading. If standing doesn't exist then there is no case, Rule 17a (no standing, Plaintiff is not the real party in interest), Gibson v. Boyle 139 Ariz. 512 (no injured party means a complaint is invalid on its face)

The plaintiff has not proven they own both the note and mortgage, and has not proven they provided funding for the note and mortgage. Loancare violated full faith and credit knowing there was no real exchange of value or consideration given, which is lack of standing.

According to SC code sec 36-3-311, I in good faith tendered an instrument / money orders to the claimant as full satisfaction of the claim. There was a conspicuous statement, clear and obvious indicating the instrument is offered in "full satisfaction of the claim, please return if not accepted", barring them from suing for the remaining amount.

I am not in default with anyone in this proceeding.

Defendant's Exhibit 3

Exhibit C

NOTE

FHA Case No.
461-8205136-703
SMITH
Loan #: 151030004034
MIN: 100070202004025925

MARCH 11, 2022 [Date] | WEST COLUMBIA, [City] | SOUTH CAROLINA [State]

3805 BOBCAT TRAIL, TIMMONSVILLE, SC 29161
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $270,990.00 (this amount is called "Principal"), plus interest to the order of the Lender. The Lender is FINANCE OF AMERICA MORTGAGE LLC. 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 3.625%.

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 MAY 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 APRIL 1, 2052, 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 1 WEST ELM STREET, FIRST FLOOR, CONSHOHOCKEN, PA 19428 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. $1,235.85.

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 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 my overdue payment of principal and interest. 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 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.

151030004034

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

Allison Shavonne Smith -3 (8)

- BORROWER - ALLISON SHAVONNE SMITH

[Sign Original Only]

Individual Loan Originator: MARION BERRY FEAGIN, NMLSR ID: 199790
Loan Originator Organization: FINANCE OF AMERICA MORTGAGE LLC, NMLSR ID: 1071

Defendant's Exhibit 4

EXHIBIT 3A
Pg. 1 of 4

NON-NEGOTIABLE

Smith, Allison Savonne
c/o 3805 Bobcat Trail
Timmonsville
South Carolina [29161]
Republic States United

CC: ATTENTION: CORPORATION SYSTEM : REGISTERED AGENT: LOANCARE
c/o 2 OFFICE PARK COURT SUITE 103,
COLUMBIA, SOUTH CAROLINA
29223

Re: Account Number: 0062264510

Mister or Misses

I would be happy to settle any financial obligation I might lawfully owe, as soon as I have received the following documentation from you:

1. Validation of the debt (the actual accounting);
2. Verification of your claim against me (a sworn affidavit or a hand signed invoice in accordance with The Bills of Exchange Act (1882)); Uniform Commercial Codes, Federal Fair Credit Reporting Act, and Georgia State Statues for Lawful Purposes.
3.A copy of the contract signed by both parties and therefore binding both parties.
4.Please also provide me with a true and certified copy (NOT photocopy) of the Original Note (Credit Agreement), under penalty of perjury and with unlimited liability and confirm that this Note, has never been sold.
5. Please also confirm the name of the individual who is the duly authorized representative from your company, who has carried out due diligence under The Money Laundering Regulations 2007 and what actions s/he has taken in relation to this account.

I hereby give you ten (10) days to reply to this notice from the above date with a notice sent using recorded post and signed under full commercial liability and penalties of perjury, assuring and promising me that all of the replies and details given to the above requests are true and without deception, fraud or mischief. Your said failure to provide the aforementioned documentation within ten (10) days, from the above date, to validate the debt, will constitute your agreement to the following terms:

That the debt did not exist in the first place;
OR
It has already been paid in full;
AND
That any damages suffer, you will be held culpable;
That any negative remarks made to a credit reference agency will be removed;
You will no longer pursue this matter any further.

EXHIBIT 3A
Pg. 244

You agree to pay all fee schedules.

Please Note: I wish to deal with this matter in writing and I do not give your organization permission to contact me by telephone. Should you do so, I must warn you that the calls could constitute 'harassment' and I may take action under Section 1 of the Protection from Harassment Act 1997 and the Administration of Justice Act 1970 S.40, which makes it a Criminal Offence for a creditor or a creditor's agent to make demands (for money), which are aimed at causing 'alarm, distress or humiliation', because of their frequency or manner.

STATMENT OF FACTS

For the record we wish to effect payment immediately. What is the sum certain on the penal funds?

Affiant is a national of the nation/state South Carolina, as contemplated by the act of congress evidenced and restated at 8 U.S.C. 1101(a)(2). Affiant is aware and knows that the U.S. bankruptcy is verified in Senate Report No. 93-519 93rd. Congress, 1st Session (1973), Summary of Emergency Power Statues, "Executive Orders 6073, 6102, 6111, and by Executive Order 6260 on March 9th, 1933 under the "Trading with the Enemy Act (Sixty-Fifth Congress, Session 1, Chapters 105, 106, October 6th, 1917, and as further codified at 12 U.S.C.A. 95(a) and (b) as amended.

- I conditionally accept all facts in the claim if the respondent can prove authority to make presentments
- I conditionally accept for value and return for value the presumption I have a duty to show cause for actions upon proof of claim that it is not public policy of the **UNITED STATES** under **HJR-192** *to not pay debts at law but instead to exchange consideration upon a dollar for dollar basis to discharge or offset a liability.*
- I conditionally accept for value and return for value the presumption I have a duty to show cause for my actions with the bank or respondent upon proof of claim that without money of account (*as established under Article One, Sections 10, clause one, of the Organic Constitution of the Untied States of America*) in circulation that the only commercial consideration that exists is each and every person's exemption by way of a prepaid account operated by the United States Secretary of Treasury.

Affiant is aware and knows that a certificate of live birth (certificate of title) is a bond that evidences title held by the **Depositary Trust Company (DTCC).** The issuer has legal title; you have equitable title up until you partner up to share equitable title with the United States. SS-5 creates the UPPERCASE NAME which is surety for the Vessel. The Vessel is the body and evidenced on the application by length, weight, and footprints. A body manifested into the sea of commerce. The beneficiary is supposed to be Me, Myself, and I. But the Depositary Trust Company (DTCC) is at 55 Water Street New York City and operates both the public and the private side. Under Civil Rico Racketeering Laws **18 U.S.C.** 1964 as corporations may have established a pattern of racketeering activity by using mail to collect an unlawful debt. If proven there is a conspiracy to deprive of property without due process is various constitutional injuries under **18 U.S.C.A. 241.** ***Knowledge and neglect to prevent a United States Constitutional***

wrong. 31 U.S.C. 5118 (d)2 None can ask for payment in specific coin. 31 U.S.C. 3123 There is no money, so no one can demand payment... the United States will discharge debt dollar for dollar.

Affiant is aware and knows that legal tender (FEDERAL RESERVE NOTES) are not good and lawful money of the United States. See **Rains V. State,State, 226 S.W .18**

Affiant is aware and knows that the Undersigned affiant has been estopped from using and has no access to ' lawful Constitutional Money of exchange' (see U.S. Constitution- Article 1 Section 10) to "pay debts at law", and pursuant to HJR-192, can only discharge fines, fees, debts, and judgements 'dollar for dollar' via commercial paper or upon Affiant's Exemption.

There are no judicial courts in America and there has no been since 1789. Judges do no enforce statutes and codes. Executive Administrators enforce statutes and codes. **(FRC V. GE 281 US464 KELLER V. PE 261 US 428, 1 STAT. 138-178**

I HEREBY notice that I am the executor of the Cestui Que Vie Trust of ALLISON SAVONNE SMITH according to Title 26 sections 303 & 7701, companies, corporations, and associations and trusts are all decedents. This means my all UPPERCASE NAME IS A LEGAL ESTATE. My ALL UPPERCASE NAME falls into this class. I direct all of the affairs and financial affairs of ALLISON SAVONNE SMITH

The following documents are needed to move forward in these matters
All tax bond receipts 1099 OID, 1099A, 1099C

The authorization from the INTERNAL REVENUE SERVICE to go forward with the above mentioned account number [26 U.S.C. 2032A(e)11]
Employee Affidavit [Title 5 U.S.C. 3333]
Registration [Title 22 U.S.C. 611 and 612]

Please provide all of the following information and submit the appropriate forms and paperwork back to me along with an affidavit signed in accordance with 28 U.S.C. 1746 for validation and proof of claim.

I affirm that all statement, facts, and information presented in this affidavit/ writ are correct and are presented as evidence for the record. Evidence, exhibit, Information, and facts are placed in Evidence in this case, and As I am reserving and retaining all my rights and affirm to the best of my knowledge and belief.

MAY ALL PARTIES BE MINDFUL OF 48 CFR, 48 U.S.C., UNIFORM COMMERICAL CODES 1-308, 3-402, 3-419 3-501.

Affiant is aware and know that the various and numerous references to case law, legislative history, state and federal statutes/ codes, Federal Reserve Bank Publications, Supreme Court decisions, the Uniform

EXHIBIT
Pg. 4 of 4

Commercial Codes, U.S. Organic Constitutional, and general recognized maxims of Law as cited herein and throughout establish the following:

A) That the U.S. Federal government and the several United States did totally and completely debase the organic Lawful Constitutional Coin of the several States of the Union of the United States.
B) That the Federal Government and the several United States have and continue to breach the express mandates of Article 1 Section 10 of the Federal Constitution regarding the minting and circulation of lawful coin.
C) That the lawful coin (i.e. organic medium of exchange) and the former ability to PAY DEBTS has been replaced with fiat, paper currency, with the limited capacity to only discharge debts.
D) That Congress of the United States did legislate and provide the American People a remedy/ means to discharge all debt "dollar for dollar" via HJR-192 due to the declared Bankruptcy of the Corporate United States via the abolishment of Constitutional Coin and Currency.
No Assured value, no liability, errors, nor omissions excepted. All rights reserved and retain without recourse-non-assumpsit

FURTHER AFFIANT SAITH NOT.

Subscribed and sworn, without prejudice, and with all rights reserved,
(Printed Name:) Allison Smith

Principal, by Special Appearance, proceeding Sui Juris.
c/o 3805 Bobcat Trail Republic in South Carolina on or near [29161]

Signed: Allison Smith
Date: 12/12/22

On this 12th day of December, 2022, before me, the undersigned, a Notary Public in and for Allison Smith, personally appeared the above-signed, known to me to be the one whose name is signed on this instrument, and has acknowledged to me that s/he has executed the same.

Signed: Renee M. Davis
Printed Name: Renee M. Davis
Date: 12-12-22
Address: 2023 S. Irby St, Florence, SC 29505

RENEE M. DAVIS
COMM. EXP.
NOTARY
PUBLIC
10-28-32
SOUTH CAROLINA

Defendant's Exhibit 5

EXHIBIT 3C
Pg. 1 of 4

Smith, Allison Savonne
c/o 3805 Bobcat Trail
Timmonsville
South Carolina [29161]
Republic States United

October 29, 2023

CC: ATTENTION: BELL CARINGTOM PRICE & GREGG, PLLC
c/o 339 HEYWARD STREET
COLUMBIA, SOUTH CAROLINA
29201

Re: Account Number: 0062264510

Mister or Misses

I would be happy to settle any financial obligation I might lawfully owe, as soon as I have received the following documentation from you:

1. Validation of the debt (the actual accounting);
2. Verification of your claim against me (a sworn affidavit or a hand signed invoice in accordance with The Bills of Exchange Act (1882)); Uniform Commercial Codes, Federal Fair Credit Reporting Act, and South Carolina State Statues for Lawful Purposes.
3.A copy of the contract signed by both parties and therefore binding both parties.
4.Please also provide me with a true and certified copy (NOT photocopy) of the Original Note (Credit Agreement), under penalty of perjury and with unlimited liability and confirm that this Note, has never been sold.
5. Please also confirm the name of the individual who is the duly authorized representative from your company, who has carried out due diligence under The Money Laundering Regulations 2007 and what actions s/he has taken in relation to this account.

I hereby give you ten (10) days to reply to this notice from the above date with a notice sent using recorded post and signed under full commercial liability and penalties of perjury, assuring and promising me that all of the replies and details given to the above requests are true and without deception, fraud or mischief. Your said failure to provide the aforementioned documentation within ten (10) days, from the above date, to validate the debt, will constitute your agreement to the following terms:

That the debt did not exist in the first place;
OR
It has already been paid in full;
AND
That any damages suffer, you will be held culpable;
That any negative remarks made to a credit reference agency will be removed;

EXHIBIT 3C
PG. 2 OF 4

You will no longer pursue this matter any further.
You agree to pay all fee schedules.

Please Note: I wish to deal with this matter in writing and I do not give your organization permission to contact me by telephone. Should you do so, I must warn you that the calls could constitute 'harassment' and I may take action under Section 1 of the Protection from Harassment Act 1997 and the Administration of Justice Act 1970 S.40, which makes it a Criminal Offence for a creditor or a creditor's agent to make demands (for money), which are aimed at causing 'alarm, distress or humiliation', because of their frequency or manner.

STATMENT OF FACTS

For the record we wish to effect payment immediately. What is the sum certain on the penal funds?

***Affiant is a national** of the **nation/state South Carolina,** as contemplated by the act of congress evidenced and restated at **8 U.S.C. 1101(a)(2).** Affiant is aware and knows that the U.S. bankruptcy is verified in **Senate Report No. 93-519 93rd. Congress, 1st Session (1973), Summary of Emergency Power Statues, "Executive Orders 6073, 6102, 6111, and by Executive Order 6260 on March 9th, 1933 under the "Trading with the Enemy Act (Sixty-Fifth Congress, Session 1, Chapters 105, 106, October 6th, 1917, and as further codified at 12 U.S.C.A. 95(a) and (b) as** amended.*

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Affiant is aware and knows that a certificate of live birth (certificate of title) is a bond that evidences title held by the **Depositary Trust Company (DTCC).** The issuer has legal title; you have equitable title up until you partner up to share equitable title with the United States. SS-5 creates the UPPERCASE NAME which is surety for the Vessel. The Vessel is the body and evidenced on the application by length, weight, and footprints. A body manifested into the sea of commerce. The beneficiary is supposed to be Me, Myself, and I. But the Depositary Trust Company (DTCC) is at 55 Water Street New York City and operates both the public and the private side. Under Civil Rico Racketeering Laws **18 U.S.C.** 1964 as corporations may have established a pattern of racketeering activity by using mail to collect an unlawful debt. If proven there is a conspiracy to deprive of property without due process is various constitutional injuries under **18 U.S.C.A. 241**. ***Knowledge and neglect to prevent a United States Constitutional***

EXHIBIT 3C
PG. 3 OF 4

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Affiant is aware and knows that legal tender (FEDERAL RESERVE NOTES) are not good and lawful money of the United States. See **Rains V. State,State, 226 S.W .18**

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The following documents are needed to move forward in these matters
All tax bond receipts 1099 OID, 1099A, 1099C

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Employee Affidavit [Title 5 U.S.C. 3333]
Registration [Title 22 U.S.C. 611 and 612]

Please provide all of the following information and submit the appropriate forms and paperwork back to me along with an affidavit signed in accordance with 28 U.S.C. 1746 for validation and proof of claim.

I affirm that all statements, facts, and information presented in this affidavit/ writ are correct and are presented as evidence for the record. Evidence, exhibit, Information, and facts are placed in Evidence in this case, and As I am reserving and retaining all my rights and affirm to the best of my knowledge and belief.

MAY ALL PARTIES BE MINDFUL OF 48 CFR, 48 U.S.C., UNIFORM COMMERICAL CODES 1-308, 3-402, 3-419 3-501,

Affiant is aware and know that the various and numerous references to case law, legislative history, state and federal statutes/ codes, Federal Reserve Bank Publications, Supreme Court decisions, the Uniform

EXHIBIT 3C
Pg. 4 of 4

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A) That the U.S. Federal government and the several United States did totally and completely debase the organic Lawful Constitutional Coin of the several States of the Union of the United States.
B) That the Federal Government and the several United States have and continue to breach the express mandates of Article 1 Section 10 of the Federal Constitution regarding the minting and circulation of lawful coin.
C) That the lawful coin (i.e. organic medium of exchange) and the former ability to PAY DEBTS has been replaced with fiat, paper currency, with the limited capacity to only discharge debts.
D) That Congress of the United States did legislate and provide the American People a remedy/ means to discharge all debt "dollar for dollar" via HJR-192 due to the declared Bankruptcy of the Corporate United States via the abolishment of Constitutional Coin and Currency.
No Assured value, no liability, errors, nor omissions excepted. All rights reserved and retain without recourse-non-assumpsit

FURTHER AFFIANT SAITH NOT.

Subscribed and sworn, without prejudice, and with all rights reserved,
(Printed Name:) Allison Smith

Principal, by Special Appearance, proceeding Sui Juris.
c/o 3805 Bobcat Trail Republic in South Carolina on or near [29161]

Signed: Allison Smith
Date: 10/30/2023

On this 30th day of October, 2023 before me, the undersigned, a Notary Public in and for South Carolina, personally appeared the above-signed, known to me to be the one whose name is signed on this instrument, and has acknowledged to me that s/he has executed the same.

Signed: Alyssa Fountain
Printed Name: Alyssa Fountain
Date: 10/30/2023
Address: 2023 S. Irby St. Florence, SC, 29505

ALYSSA FOUNTAIN
NOTARY PUBLIC
SOUTH CAROLINA

Defendant's Exhibit 6

EXHIBIT 1
Pg. 1 OF 2

LOANCARE
P. O. Box 8068 Virginia Beach, VA 23450-8068

February 16, 2023

4-754-91518-0000262-001-01-000-000-000-000

ALLISON S SMITH
3805 BOBCAT TRL
TIMMONSVILLE SC 29161-9558

RE: Loan Number: XXXXXX4510
Property Address: 3805 Bobcat Trail
Timmonsville SC 29161

NOTICE

Dear Customer:

This letter is a formal notice that you have defaulted in your contractual obligations under the terms of a Note and Security Instrument on the collateral property referenced above for failure to pay amounts due. For the purposes of this notice, the term "Note" means a mortgage note, bond, or analogous agreement to repay a loan and the term "Security Instrument" means a mortgage, a deed of trust, security deed or other similar security instrument that secures the Note. If you did not execute the Note or assume the subject loan, this notice is not an attempt to collect debt from you.

As of the date of this letter, the total amount necessary to bring your mortgage current and reinstate your loan is $694.42 which consists of the following:

mailed 3/11/23

Monthly Payments (01-01-2023 to 2-01-2023)	$694.42
Late Charges	$.00
Bad Check Fees	$.00
Less Suspense Balance	($.00)
Total due	$694.42

recieved 3/15/23 @ 12:1

You have the right to cure the default on or before 03-23-2023 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter) by sending the required amount of $694.42 to:

LoanCare, LLC
P.O. Box 37628
Philadelphia, PA 19101-0328

Defendant's Exhibit 7

EXHIBIT 1
Pg. 2 of 2

UNITED STATES POSTAL SERVICE

CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

NOT NEGOTIABLE

Pay to

Address

KEEP THIS RECEIPT FOR YOUR RECORDS

Serial Number 28114384656 | Year, Month, Day 2023-03-11 | Post Office 295014 | Amount $694.42 | Clerk 08

UNITED STATES POSTAL SERVICE

POSTAL MONEY ORDER

Serial Number 28114384656 | Year, Month, Day 2023-03-11 | Post Office 295014 | U.S. Dollars and Cents $694.42

Amount Six Hundred Ninety Four Dollars and 42/100 ******

Pay to Lakeview Loan Servicing, LLC

Clerk 08

Address P.O Box 371628

From Allison Smith Tussoli

Acct # 0062264510

Address 3805 Bobcat Trail

Memo Accord and full satisfaction Defamation under duress without recourse

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

⑆00000800 2⑆ 28114384656⑈

5:27

Sign off

VERYDAY CHECKING ...1872

[redacted]

ailable balance ⓘ

Lakeview

04/03/2023 $1,583.06
LAKEVIEW LN SRV MTG PYMT 033123
0062264510 ALLISON

02/27/2023 $1,583.06
LAKEVIEW LN SRV MTG PYMT 022423
0062264510 ALLISON S SMITH

Certificate of Appellant

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

April 24, 2026

/s/Allsion Shavonne Smith
Allison Shavonne Smith
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