

RECEIVED

Mar 30 2026

SC Court of Appeals

RECEIVED

APR 30 2026

SC Court of Appeals

REPLY BRIEF OF APPELLANT

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM FLORENCE COUNTY  
Court of Common Pleas

W. Haigh Porter, Master-In-Equity

Case No. 2024-CP-21-00723  
Appellate Case No. 2025-002310

Lakeview Loan Servicing,  
LLC,

Respondent,

v.

Allison Shavonne Smith and  
Alligator West Homeowners  
Association, Defendants

Of which Allison Shavonne  
Smith is the Appellant

Appellant.

REPLY BRIEF OF APPELLANT

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

\* Under Rule 267(e), SCACR, the cover of the final briefs should be the following colors: brief of appellant - blue; brief of respondent - red; reply brief - gray; and amicus curiae or intervenor - green.

---

TABLE OF CONTENTS

Rebuttal to Statement of Issue on Appeal..... 1

Rebuttal to Statement of the Case..... 1

Rebuttal to Respondent’s Statement of Facts ..... 2

Rebuttal To Respondent’s Arguments.....7

    I.    Standard of Review.....7

    A.    The trial court’s decision granting summary judgment should not be affirmed  
          where there is genuine issue of material fact, and the moving party is not entitled to  
          judgment as a matter of law.....7

    II.   The Trial Court Incorrectly Granted Lakeview Loan Servicing, LLC’s Motion for  
          Summary Judgment on Its Cause of Action for Foreclosure and Based on a  
          Disputed Record.....7

    III.  The Trial Court Incorrectly Found That Lakeview Loan Servicing, LLC Proved Its  
          Prima Facie Right to Enforce the Note and the Subject  
          Mortgage.....10

    IV.  The Trial Court Incorrectly Found That Allison Shavonne Smith’s Defense of  
          Accord and Satisfaction Fails as a Matter of Law.....11

Conclusion.....13

TABLE OF  
AUTHORITIES\*CASES

Venture Holdings & Acquisitions Group, LLC v. A.I.M. Funding Group, LLC, 75 So 3d 773,776  
(Fla 4<sup>th</sup> DCA  
2011)..... 11

Tremont Constr. Co. v. Dunlap, 310 S.C. 180, 182, 425 S.E.2d 792, 793 (Ct.  
App.1992).....11,12

Keels v. Pierce, 315 S.C. 339, 343, 433 S.E.2d 902, 905 (Ct. App.  
1993).....11

STATUTES

S.C. Code Ann. § 36-2-302 (2008) ..... 7

S.C. Code Ann. § 36-3-306 (2008) ..... 7

REBUTTAL TO STATEMENT OF ISSUE  
ON APPEAL

- I. The trial court incorrectly granted summary judgment, whereas the court erred in investigating if there was a genuine issue of material fact or a Ponzi scheme, that Lakeview Loan Servicing, LLC (“Respondent”) was entitled to a judgment of foreclosure and sale against Allison Shavonne Smith (“Appellant”) as a matter of law, and that the undisputed record establishes Respondent’s right to enforce the note and mortgage.
  
- II. Appellant is not arguing, Respondent accepted an accord which is a contract that was written on a tender of payment by use of money order which clearly stated, “return if not accepted”. Which validates no standing to foreclose and an agreement to accord and satisfaction and ownership of supported law and preserve law, creating a sufficient genuine issue of material fact.

REBUTTAL TO STATEMENT OF THE CASE

This is a residential mortgage foreclosure action arising from an unconscionable contract. Appellant cannot default on a loan that was not given. It was later discovered that it was by use of Allison Shavonne Smith’s credit that it secured the real property located in Florence County, South Carolina. Respondent commenced this action after Appellant made multiple billing disputes and request for accounting which were ignored and never received. Since there was a billing dispute, commencement of this action was a violation of consumer protection laws.

The three reasons provided by the Respondent are objectified reasons and why this Court should reverse the trial court's ruling:

**First**, the trial court improperly granted the Respondent's Motion for Summary Judgement given the judge displayed audibility issues and was given undisputed facts and evidence to show and prove that Lakeview Loan Servicing, LLC, had not proven its prima facie for foreclosure.

**Second**, the trial court improperly found that the Respondent established a prima facie right to enforce the note and mortgage as the chain of title was broken, as the note and mortgage were proven to be held by different entities. This note is a negotiable instrument, turned into a security by use of my signature, and pooled into a fund to be sold on the market causing the note to be worth more than its face value unbeknownst to me.

**Third**, the trial court incorrectly found that the Appellant's defense of accord and satisfaction was a failed matter of law when the simple action on the Respondents' behalf was to return the instruments. Instead, they proceeded to cash and keep the instruments validating accord and satisfaction as a matter of law. Their silence was acquiescence to the tendered instruments.

#### RUBUTTAL TO RESPONDENT'S STATEMENT OF FACTS

Respondents states "Allison Shavonne Smith made, executed and delivered to Finance of America Mortgage, LLC, its successors and assigns, a certain promissory note dated March 11, 2022 in writing wherein and whereby Allison Shavonne Smith promised to pay to Finance of America Mortgage, LLC, its successors and assigns, the principal sum of \$270,990.00 together with the initial interest rate of 3.625% per annum on the unpaid balance ("Note"); said principal and interest being payable in monthly installments thereafter until the said Note is fully paid". This

is an unconscionable and unilateral contract as Finance of America Mortgage, LLC was the first party to receive a billing dispute and a debt validation letter for which no evidence could be provided to show I have received a loan from them which clearly states in the first line of the note "In return for a loan that I have received". Since no evidence was provided to back this statement, the note was misleading and misrepresented on its face.

In order to secure payment of said Note, Allison Shavonne Smith made, executed and delivered 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 ("Subject Mortgage") securing the below described real property, including any and all improvements to the property, located in Florence County, South Carolina ("Subject Property")" Here we have another third party involved- MERS, which has no relations to the Note and appears to be another Ponzi scheme to securitize mortgages electronically. After researching MIN 10007020200402592, MIN status reflects "inactive". Any assumed successors or assignees do not have secured interest in the below described real 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

The Subject Mortgage was recorded on March 22, 2022 in the Office of the Register of Deeds for Florence County, South Carolina, in Book 983 at Page 379 and subsequently assigned to Lakeview Loan Servicing, LLC by assignment recorded on September 26, 2023 in Book 1069 at Page 401, aforesaid records. Upon burden of proof, Finance of America Mortgage, LLC cannot show evidence that it risked its own assets and did an advancement to Allison Shavonne Smith. I conditionally accepted the following:

The Note and the Subject Mortgage evidences and secures the repayment of money advanced by Finance of America Mortgage, LLC, its successors and assigns, to, or on behalf of, Allison Shavonne Smith and constitutes a valid First lien on the Subject Property, including any mobile/manufactured home located thereon. In and by the terms of the Note and the Subject Mortgage securing the same, it is provided, among other things, that upon 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 Subject 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. 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.

According to Lakeview Loan Servicing, LLC's business records, the numbers reported do not reflect an accurate balance. The statement "installments of principal and interest falling due from and after June 1, 2023 had not been paid", is false whereas multiple payments have been sent but refused by Lakeview Loan Servicing, LLC. Therefore, Allison Shavonne Smith is not in default

under the terms of the Note and Subject Mortgage.

### **Procedural History**

**Lakeview Loan Servicing, LLC moved for summary judgment and the trial court erred in finding that Lakeview Loan Servicing, LLC was entitled to summary judgment on its cause of action for foreclosure and based on the undisputed record.**

On March 22, 2024, Plaintiff filed its Lis Pendens, Summons, and Complaint for Foreclosure. According to its affidavit of service, Lakeview Loan Servicing, LLC served Allison Shavonne Smith on March 26, 2024. 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. Lakeview Loan Servicing, LLC filed its Answer to Allison Shavonne Smith's Counterclaim on April 1, 2024 denying the allegations of her counterclaims and demanding strict proof thereof. See Reply to Counterclaim. Allison Shavonne Smith filed her Response to Lakeview Loan Servicing, LLC's Answer on April 11, 2024. I did provide evidence.

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. Lakeview Loan Servicing, LLC filed its Motion of Reference to the Master in Equity on May 13, 2024. A hearing was held on June 17, 2024, on Allison Shavonne Smith's Motion to Dismiss. During the motion Lakeview Loan Servicing, LLC admitted to refusing a tendered payment from Appellant. Lakeview Loan Servicing, LLC went on to state they did not understand how to process the check. Judge in motion hearing admitted he did not have the proper authority to rule on the motion. He referred the case to the

Master in Equity, and the Court entered a Form 4 Order on June 17, 2024 denying Allison Shavonne Smith's Motion to Dismiss and ordering that the case to be referred to the Honorable W. Haigh Porter. Lakeview Loan Servicing LLC filed its Motion for Summary Judgment on September 10, 2024

Subsequently, a hearing was held on September 24, 2025, on Lakeview Loan Servicing, LLC's Motion for Summary Judgment where Lakeview Loan Servicing, LLC did not submit any evidence to prove accounting for any advancement to show received by Allison Shavonne Smith. Attorney for Plaintiff provided an unsworn testimony. Unsworn testimony from Respondent's counsel does not suffice. Lakeview Loan Servicing, LLC's note, mortgage, assignment, affidavit of indebtedness and affidavit of attorney's fees and costs were submitted to the Court and falsely stated that it was admitted into evidence without objection. (See Sixth Sperate Defense of Appellant's Answer to the Complaint.)

On October 14, 2025, the trial court erred in issuing an Order granting Summary Judgment in favor of Lakeview Laon Servicing, LLC, which Lakeview Loan Servicing, LLC had not met its burden in proving its foreclosure action. The trial court held that viewing the facts in a light most favorable to the non-moving party, Allison Shavonne Smith submitted multiple documents into judge showing that Lakeview Loan Servicing, LLC was not entitled to enforce its rights under the note and mortgage and, that Allison Shavonne Smith submitted evidence to support her defense of accord and satisfaction. There was a genuine issue of material fact regarding Lakeview Loan Servicing, LLC's foreclosure action, Lakeview Loan Servicing, LLC was not entitled to judgment as a matter of law and that the ruling should be overturned. On November 13, 2025, Allison Shavonne Smith filed a Notice of Appeal of the October 14, 2025 Order granting Lakeview Loan

Servicing, LLC's Motion for Summary Judgment.

## RUBUTTAL TO RESPONDENT'S ARGUMENTS

### I. Standard of Review

**The trial court's decision granting summary judgment should not be affirmed where there is genuine issue of material fact, and the moving party is not entitled to judgment as a matter of law.**

Since there is a genuine issue of material of facts When reviewing the grant of a summary judgment motion, appellate courts should not apply the same standard that governs the trial court under Rule 56(c) of the South Carolina Rules of Civil Procedure, which provides that summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law.

### II. **The Trial Court Incorrectly Granted Lakeview Loan Servicing, LLC's Motion for Summary Judgment on Its Cause of Action for Foreclosure and Based on a Disputed Record.**

The trial court incorrectly granted Lakeview Loan Servicing, LLC's motion for summary judgment. Respondent's attorney stated that "A mortgage and a note are separate securities for the same debt" This statement clarifies that the chain of title was broken and that mortgage and note was separated, which is an act of securitization, making them unenforceable and mortgagee who has claimed to have the original note and mortgage has not provided any originals or proof of advancement for the amounts listed on the note to secure a debt has the option to either bring an action on the note or to pursue a foreclosure action. "Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt which burden of proof has not been established.

The Note and the Subject Mortgage are indirect evidence of the terms and existence of the agreement entered by Allison Shavonne Smith. As the note and mortgage is misleading and

misrepresented, creating an unconscionable contract. S.C. Code Ann. § 36-2-302 (2008). Further bolstering its Motion, Lakeview Loan Servicing, LLC submitted an Affidavit of Indebtedness signed and sworn by, Linda Brown, who had no facts or first-hand knowledge of the case or what has taken place with the transaction by use of negotiable instrument. Lakeview Loan Servicing, LLC's Affidavit of Indebtedness did not establish the breach of the Note and the Subject Mortgage, and the amount and measures of damages sustained by Lakeview Loan Servicing, LLC as a result there was no breach by Allison Shavonne Smith. With the copies of the Note, the Subject Mortgage, and Lakeview Loan Servicing, LLC's Affidavit of Indebtedness, the essential elements and facts of its cause of action for foreclosure were not established as the essential elements is for Lakeview Loan Servicing, LLC to prove damages sustained by showing proof they risked their own assets. Since they cannot be produced, there is no full disclosure, and the proceeding cannot lawfully or legally go on.

In her initial brief, Allison Shavonne Smith correctly stated that Lakeview Loan Servicing, LLC did not meet its initial burden of conclusively showing its damages. Lakeview Loan Servicing, LLC has neglected and refused to acknowledge and still has not provided any accounting proof. Allison Shavonne Smith's Initial Brief further stated that Lakeview Loan Servicing, LLC did not claim a threshold injury and causation, which undisputedly is the case here as there was nothing of value given by Lakeview Loan Servicing, LLC. It is evident Allison Shavonne Smith was the only signer on the note and the only true creditor on the note who was able to give true value.

To prevail in a foreclosure action, a plaintiff must show the existence of the debt, the mortgage securing the debt, the default of the obligations under the note and mortgage, and the

---

resulting damages from the default. Lakeview Loan Servicing, LLC did not meet its burden of proof as to each of the allegations made in its complaint were just as such “allegations based on presumptions and assumptions, and the disputed record shows that Lakeview Loan Servicing, LLC was not entitled to a judgment of foreclosure and sale as a matter of law and ruling should be overturned. Lakeview Loan Servicing, LLC, did not meet its burden of proof, and the burden did not get shifted to Allison Shavonne Smith except through negligence, force and coercion to present specific, admissible evidence showing a genuine issue for trial which was completed in all filings with listed exhibits. The attorney for plaintiff claims these arguments are legally insufficient to defeat a motion for summary judgment and are unsupported by the undisputed record which is another tactic to ignore and pick and choose which laws suit them the best and once again and presume and assume that I have a lack of knowledge on how banking and negotiable instruments work.

Accordingly, because Allison Shavonne Smith has identified multiples elements of a cause of action for why this is wrongful foreclosure which Lakeview Loan Servicing, LLC did not prove any facts at the trial court hearing and was just granted a motion for summary judgement by a judge that displayed incompetence, lacking ethics and did not follow proper court procedure ie. not having the hearing recorded for transcript and evidence purposes. The disputed record shows that Lakeview Loan Servicing, LLC did not meet its burden in proving its prima facie case for foreclosure, this Court should not affirm the trial court’s order granting Lakeview Loan Servicing, LLC’s motion for summary judgment as this is just another tactic to steal property to resale for marketable interest and profit gain for the company.

**III. The Trial Court Incorrectly Found That Lakeview Loan Servicing, LLC Proved Its Prima Facie Right to Enforce the Note and the Subject Mortgage.**

Attorney for plaintiff stated that Allison Shavonne Smith argues that the trial court erred in finding that Lakeview Loan Servicing, LLC proved its prima facie right to enforce the Note and the Subject Mortgage. (See Initial Br. of Appellant, pp. 2-3) In order to have standing to bring a foreclosure action, Lakeview Loan Servicing, LLC must be the real party in interest. As the record shows Lakeview Loan Servicing can never be the real party in interest as they are just a Limited Liability Company Debt Collector operated by representatives. Lakeview Loan Servicing, LLC did not meet its burden in establishing that it has the capacity to sue or bring its foreclosure action action, as the real party in interest, and has no standing to bring its foreclosure action. Allison Shavonne Smith asserted in her original answer's entirety to the Respondent's complaint, that Lakeview Loan Servicing, LLC is not the holder in due course of the original note and mortgage (See Appellant Answer mentioned in Designation of Matter). In good faith to settle the dispute and avoid any of the proceedings, the Appellant required, with law abiding timing, that Lakeview Loan Servicing, LLC and its attorneys prove that they are the original creditors who were injured and can properly prove they were injured by the Appellant specifically. (See Exhibit 3A and 3C attached in initial brief) Appellant required to see the original note and accounting, which specifically stated in clause #4, a photocopy is not sufficient. Lakeview Loan Servicing, LLC did not prove possession of the note or standing at the time of hearing, therefore any statements of "default" and "injury" was struck and objected. A plaintiff alleging standing as a holder must prove it is a holder of the note and mortgage both as of the time of trial and also that the (original) plaintiff had standing as of the time the

foreclosure complaint was filed” *Venture Holdings & Acquisitions Group, LLC v. A.I.M. Funding Group, LLC*, 75 So 3d 773, 776 (Fla 4<sup>th</sup> DCA 2011) . The trial court failed to ask Respondent for this particularized concrete proof. Therefore, this Court should not affirm the trial court’s finding that Lakeview Loan Servicing, LLC proved its prima facie right to enforce the Note and the Subject Mortgage.

**IV. The Trial Court Incorrectly Found That Allison Shavonne Smith’s Defense of Accord and Satisfaction Fails as a Matter of Law**

Attorney for Lakeview Loan Servicing stated Allison Shavonne Smith argues that the trial court erred in finding that her defense of accord and satisfaction fails as a matter of law. (See Initial Br. of Appellant, p. 3) “An accord and satisfaction occurs when there is: (1) an agreement to accept in discharge of an obligation something different from that which the creditor is claiming or is entitled to receive; this accord occurred when Lakeview Loan Servicing LLC was clearly instructed to return payment if this accord and satisfaction is not accepted and refused to do so. and (2) payment of the consideration expressed in the new agreement. A new agreement was established when they decided to neglect the law by cashing and withhold payments that was clearly instructed to them to “return if not accepted” ” *Tremont Constr. Co. v. Dunlap*, 310 S.C. 180, 182, 425 S.E.2d 792, 793 (Ct. App. 1992). “Like any contract, an accord and satisfaction requires a meeting of the minds.” *Keels v. Pierce*, 315 S.C. 339, 343, 433 S.E.2d 902, 905 (Ct. App. 1993). “The debtor must intend and make unmistakably clear the payment tendered fully satisfies the creditor’s demand and the creditor must accept payment with the intention that it will operate as a satisfaction.” *Tremont*

Constr. Co., 310 S.C. at 182, 425 S.E.2d at 793. “Without an agreement to discharge the obligation there can be no accord, and without an accord there can be no satisfaction.”

Allison Shavonne Smith tendered several payments in the form of certified funds or money orders on which she put a statement which read “SC Code of Laws Title 36-3-311 Accord and Satisfaction by use of instrument. Please return if not accepted.”

Allison Shavonne Smith has had a bonified dispute on the note and mortgage since the beginning of inception. The facts provided evidence sufficient to support that there was an attempt to come to an agreement with Lakeview Loan Servicing, LLC to accept and zero out the account of her obligation, something different from that which Lakeview Loan Servicing, LLC was claiming to receive and that Lakeview Loan Servicing, LLC accepted the payments with the intention that they would operate as a satisfaction. Lakeview Loan Servicing LLC claims the payments tendered were payments for previous monthly installments allegedly due under the Note and Subject Mortgage, which were properly credited to the loan, which is not accurate as the evidence shows there was \$694.42 money order tendered to come to an agreement and cure the default and till this day that payment has been stolen and never applied to the account when they clearly stated in the right to cure letter that the amount of \$694.42 would cure the default and never return the payment and never cashed the payment and still not has mentioned anything about what happened to find the payment that was sent for \$694.42 (See Exhibit 1) Furthermore, there is no enforceable agreement between Lakeview Loan Servicing, LLC and Allison Shavonne Smith as the Note and Subject Mortgage

has become null and void, Lakeview Loan Servicing, LLC has not proven or shown any evidence that they are a Creditor to be owed all sums due and owing under the Note and Subject Mortgage in monthly installments by the maturity date set forth therein. Accordingly, this Court should not affirm the trial court's finding that there was not a meeting of the minds between Lakeview Loan Servicing, LLC and Allison Shavonne Smith for the payments tendered.

### CONCLUSION

Allison Shavonne Smith requests that this Court overturn the October 14, 2025 Order granting Lakeview Loan Servicing, LLC's Motion for Summary Judgment for three reasons:

**First**, the trial court improperly granted Respondent's Motion for Summary Judgment given that the disputed facts and evidence show that Respondent had not proven its prima facie case for foreclosure.

**Second**, the trial court improperly found that Respondent established a prima facie right to enforce the note and mortgage.

and **Third**, the trial court incorrectly found that the Appellant's defense of accord and satisfaction fails as a matter of law.

March 30, 2026

Respectfully submitted,

*Allison S. Smith*

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

cc: Bell Carrington Price & Gregg  
339 Heyward St. 2nd Floor  
Columbia, South Carolina 29201  
Attorney for Respondent