TABLE OF CONTENTS

TABLE OF AUTHORITIES*

CASES

STATUTES

STATEMENT OF THE CASE AND FACTS

Initial action alleging money owed for a loan against Allison Shavonne Smith was brought by Lakeview Loan Servicing on October 10, 2023. To cure pending litigation a loan modification was signed by Allison Shavonne Smith under duress reserving all rights on December 13, 2023. On March 14,2024 a letter was received by Allison Shavonne Smith from Lakeview Loan Servicing stating the terms of your mortgage loan have been fully satisfied and the enclosed document has been filed in the official land records and stated do not take any further action regarding this matter (See Exhibit A). On March 22, 2024, Lakeview Loan Servicing, LLC brought this action alleging money owed for a loan against Allison Shavonne Smith. On March 27, 2024, Smith submitted an affirmative answer, defenses, and compulsory counterclaim to Lakeview Loan Servicing, LLC's false claim, denying all allegations of the action after asking Lakeview Loan Servicing, LLC to validate their standing. The hearing for Summary Final Judgement for Foreclosure was held on September 24, 2025, and no judgement was made on said date. Both parties were given two weeks to make their final arguments. Trial court granted the Motion for Summary Final Judgement for Foreclosure and judgment was entered on October 14, 2025.

Allison Shavonne Smith filed her Notice of Appeal on November 13, 2025. The Notice of Appeal gave notice of Allison Shavonne Smith's appeal of the Fianl Summary Judgement.

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.

Respectfully submitted,

April 24, 2026

/s/Allison Shavonne 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