

In the United States district court of South Carolina

Miranda Mitchum plaintiff

630 Levee Drive

Moncks Corner SC

29461

David Hayes Defendant

Roman Hammes attorney for defendant

215 West 2nd South Street

Summerville SC

29483

Plaintiff's independent action for relief from judgment and request for jury trial and to vacate a void state judgment due to fraud upon the court and lack of subject matter jurisdiction and violation of fourteenth amendment of due process

Motion to vacate void judgment pursuant to FRCP 60 b4

This is a federal question because it involves violations of due process the state court acted without subject matter jurisdiction rendering it void.

I Miranda Mitchum moves this court pursuant to FRCP 60 b4 to vacate state judgment case number 2024-cp-08-03108 in Berkeley County Common Pleas. This state court judgment is void due to lack of subject matter jurisdiction. The subject matter VIN in exhibit A attached to this is VIN number WHC10015GA-AB that won summary judgment. This is a phantom subject as no subject exists with this number. The correct VIN number attached to this is WHC010015GA-AB. This violated the fourteenth amendment of the constitution of due process.

I entered an option to purchase with seller David Hayes on July 19, 2018, and Miranda Mitchum a buyer in his office in the afternoon at Swamp Fox Agency, 1122 Pinopolis Road, Moncks Corner, SC 29461. He stated he was the owner attached in exhibit C contract of option to purchase. Also attached is exhibit J is the bill of sale when David Hayes bought the subject matter of WHC010015GA-AB. David Hayes was not the owner and did not have that right to sell under South Carolina law 16-30-240. It is illegal to obtain money under false pretenses. This fraudulent inducement led to the contract of sale on December 13, 2022, at the office of Chris

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

INSTALLMENT CONTRACT OF SALE

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THIS AGREEMENT made and entered this 13 day of December, 2022, by **DAVID HAYES and BROOKS A. HAYES** hereinafter collectively referred to as "Seller" and **MIRANDA MITCHUM**, hereinafter referred to as "Buyer".

1. SALE. The Seller agrees to sell and convey and the Buyer agrees to purchase on the terms and conditions set forth in this Contract the following described property, to-wit:

Property Address: **Leasehold interest in 630 Levee Drive, Moncks Corner, SC 29461 and 1999 Clayton Phoenix mobile home, VIN:WHC10015GA-AB.**

2. PURCHASE PRICE. The total purchase price for the property is **SIXTY-TWO THOUSAND NINE HUNDRED NINETY FOUR AND 77/100 (\$62,994.77) DOLLARS**, payable as follows:

a) Buyer to commence payments directly to Seller in the amount of **EIGHT HUNDRED TWENTY-SEVEN and 39/100 (\$827.39) DOLLARS**, this being the principal and interest amount. The interest to be calculated at the rate of **12.0%** per annum. The Buyer's first payment in the amount of \$827.39 will be due **January 1, 2023**, and on or before the 1st of every month thereafter for a period of One Hundred Forty-Four (144) months.

b) It is understood between the parties that installment payments are due on the 1st day of the month, and any payment that is not received by the Seller on or before the 15th of each month shall be charged an additional \$60.00 late fee.

3. NO FUTURE ENCUMBRANCES BY SELLER AND BY BUYER. Seller hereby warrants that he owns the property in fee simple and can give good and marketable title. Seller further agrees that she shall not in any manner further encumber the property without prior written consent of the Buyer. The Buyer agrees that she shall not encumber the property in any

deemed to have been accepted unless reported in writing with said fifteen (15) days. If Lessee objects to any exceptions to the title, Lessor shall use all due diligence to remove such exceptions at his/her own expenses within sixty (60) days thereafter. But if such exceptions cannot be removed within the sixty (60) days allowed, all rights and obligations hereunder may, at the election of the Lessee, terminate and end unless he/she elects to purchase the property subject to such exceptions.

18. **Evidence of Title:** Lessor shall provide evidence of title in the form of a policy of title insurance at Lessor's expense.

19. **Bill of Sale:** The personal property identified in paragraph 2 shall be conveyed by bill of sale.

20. **Closing:** Closing shall be within 10 days from the exercise of the option unless otherwise extended by other terms of this agreement.

21. **Closing Costs:** Lessee shall be responsible for all closing costs other than those referenced herein as being the responsibility of the Lessor.

22. **Prorations:** Tax and insurance escrow account, if any, to be transferred intact to Lessee with no prorations. Interest and other expenses of the property to be prorated as of the date of closing.

In witness whereof, the parties hereto have executed this agreement the day and year first above written.



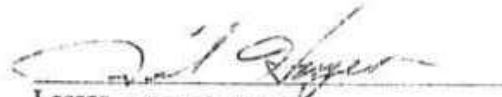
Lessee Miranda Mitchum

Lessee

630 LEVEE DR. Moncks Corner, SC
29461

Address

Phone: (843) 609-4320



Lessor David Hayes

Lessor

P.O. Box 522
Moncks Corner, SC 29461

Address

Phone: (843) 708-5588

Exhibit A

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Please submit these
in case # 2025-001820
"Related case information
and Fraudulent inducement"

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in case # 2025-001820
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and Fraudulent inducement"

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