

APPENDIX / ADDENDUM

Exhibit A – Summons and Complaint filed February 7, 2024

Exhibit B – Affidavit of Non-Service filed February 21, 2024

Exhibit C – Affidavit of Service alleging substitute service upon 'Ronald Noisette' filed February 21, 2024

Exhibit D – Transcript from January 8, 2026 hearing

Exhibit E – Rule 60(b)(4) Void Judgment filing dated November 7, 2024/ Clarification filed June 5, 2025

Exhibit F – Record of Hearing for A Foreclosure filed dated May 23, 2024

Exhibit G – Order of Master In Equity Sale filed May 23, 2024/Notice of Cancellation of Foreclosure Sale

Exhibit H – Order of Foreclosure and Sale filed May 23, 2024

Exhibit I – January 14, 2026 Order

Exhibit J – Notice of Appeal

Exhibit
A A

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

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

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

vs.

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

SUMMONS AND NOTICES

(Non-Jury)
FORECLOSURE
OF REAL ESTATE
MORTGAGE

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

BCP No.: 24-40723

TO THE DEFENDANT(S) ABOVE NAMED:

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

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

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

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

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

Dated: February 7, 2024
Columbia, South Carolina

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

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS

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

Reliance First Capital, LLC,
Plaintiff,

COMPLAINT
(Non-Jury)

vs.

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

FORECLOSURE OF
REAL ESTATE MORTGAGE

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

BCP No.: 24-40723

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

1. Plaintiff, Reliance First Capital, LLC, is a business entity duly authorized to conduct business in the State of South Carolina.

2. Upon information and belief, the Defendant(s) above-named may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction pursuant to S.C. Code Ann. § 36-2-803.

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

4. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the *South Carolina Rules of Civil Procedure*.

5. Heretofore, Nikia Renee Noisette (hereinafter, "Borrower(s)") made, executed, and delivered to Reliance First Capital, LLC (hereinafter, "Payee") a certain Promissory Note dated November 19, 2021, in writing (hereinafter, "Note"), wherein and whereby Borrower(s)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREFORE, Plaintiff prays judgment that:

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

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

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

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

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

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

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

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

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

Dated: February 7, 2024
Columbia, South Carolina

Exhibit B

ELECTRONICALLY FILED - 2024 Feb 21 1:48 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

AFFIDAVIT OF NON-SERVICE

DOCKET NUMBER: 2024CP1800207

FILE NUMBER: 24-40723

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

vs.
DEFENDANT NIKIA RENEE NOISSETTE, et al.

SERVICE OF PROCESS ON: NIKIA RENEE NOISSETTE

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

(X) (NON-SERVICE - PROOF OF DILIGENCE) After due and diligent efforts, undersigned was unable to effect service.

ADDRESS: 1107 BARRETT ROAD
CHARLESTON, SC 29407

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

DATE: 2/10/2024 TIME: 10:05 AM

TYPE OF DOCUMENTS: Summons and Notice, Complaint, Lis Pendens

IS THE SUBJECT PROPERTY A MOBILE HOME? () YES (X) NO

COMMENTS: 02/10/2024 10:05:00 AM - PER RESIDENT, DEFENDANT DOES NOT RESIDE, WHEREABOUTS UNKNOWN; RESIDENT STATED SUBJECT IS HER STEPDAUGHTER BUT HAS NEVER LIVED HERE. SHE SAID SHE BELIEVES SHE LIVES IN SUMMERVILLE.

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

NAME: TRAVIS BOWERS

Travis Bowers 2/12/24
Signature of Process Server / ProVest Case ID: 7049639 Date

STATE OF South Carolina
COUNTY OF Charleston

Sworn to and subscribed before me this 12th day of February, in the year of 2024

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

Type: Number/Reference:

Melinda K Bowers Notary Public for South Carolina
Notary Public (Legal Signature)

Printed Name: Melinda K Bowers

Commission Expiration: 9/19/2028





Exhibit C

AFFIDAVIT OF SERVICE

ELECTRONICALLY FILED - 2024 Feb 19 1:48 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1800207

DOCKET NUMBER: 2024CP1800207

FILE NUMBER: 24-40723

COURT OF COMMON PLEAS FOR DORCHESTER COUNTY, SC
PLAINTIFF RELIANCE FIRST CAPITAL, LLC
vs.
DEFENDANT NIKIA RENEE NOISETTE, et al.

SERVICE OF PROCESS ON: NIKIA RENEE NOISETTE

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

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

ADDRESS: 402 ARBOR OAKS DRIVE
SUMMERVILLE, SC 29485

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

DATE: 2/16/2024 TIME: 8:06 PM

TYPE OF DOCUMENTS: Summons and Notice, Complaint, Lis Pendens, Notice to Appoint Guardian Ad Litem for Incarcerated Defendant

DESCRIPTION OF PARTY RECEIVING DOCUMENTS: The person receiving the documents is described as follows:
NAME: RONALD NOISETTE; RELATIONSHIP/TITLE: SON
Gender: MALE; Age: 26-30; Ethnicity: Black; Hair: Black;
Height: 5ft 8in - 5ft 11in; Weight: 231 lbs - 250 lbs;

MARITAL STATUS: (X) Single () Married () Separated () Unknown

MILITARY STATUS: PER MY INVESTIGATION, SAID PERSON
() WAS (X) WAS NOT ENGAGED IN THE U.S. MILITARY AT THE TIME OF SERVICE
() UNKNOWN MILITARY BRANCH IF APPLICABLE:

IS THE SUBJECT PROPERTY A MOBILE HOME? () YES (X) NO

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

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

NAME: JAMES SMALLS

Signature of James Smalls, Date 2/19/24

STATE OF South Carolina
COUNTY OF Charleston

Signature of Process Server / ProVest Case ID: 7049639

Date

Sworn to and subscribed before me this 19th day of February, in the year of 2024

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

Type: Notary Public for SOUTH CAROLINA

Notary Public (Legal Signature)

Printed Name: Travis C Bowers

Commission Expiration: 4/12/2026



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CALL TO ORDER:

THE COURT: Just for the record, this is the matter of Reliance First Capital, LLC, versus Nikia Renee Noisette, Defendant, and others. The civil action number is 2024-CP-18-00207.

To begin with, I want to acknowledge and recognize that Ms. Noisette is appearing currently -- this is a special appearance by her. She -- we'll hear a motion from her concerning whether or not she's been served. And after that, if we determine that, then we'll go forward.

Is that appropriate, Mr. Page, do you believe?

MR. PAGE: Yes, Your Honor.

THE COURT: Ms. Noisette, do you have any comment on that?

MS. NOISETTE: No. Just that I am special appearance for jurisdictional challenge only.

THE COURT: Well, Ms. Noisette, it's your motion. Let me hear from you.

MOTION FOR RELIEF:

MS. NOISETTE: Okay, Your Honor. I am seeking relief under Rule six ---

THE COURT: Ms. Noisette, it's appropriate to stand



1 when you ---

2 **MS. NOISETTE:** I'm sorry.

3 **THE COURT:** --- address the Court.

4 **MS. NOISETTE:** I apologize. I am seeking relief
5 under Rule 60(b)4. The judgment is void
6 because I was never properly served, so the
7 Court lacked personal jurisdiction.

8 **THE COURT:** All right. Tell me why you weren't
9 served.

10 **MS. NOISETTE:** I have no idea, but I have affidavits
11 here from, I guess, it's the process servers.
12 And the first time, I guess, they might have
13 went to my deceased father's house, and that's
14 -- that's filed in this case. It's file number
15 24-40723.

16 And the second time, it stated that ---

17 **THE COURT:** And what's defective about that service,
18 the first one?

19 **MS. NOISETTE:** That's my father's -- deceased
20 father's home. I never stayed -- that's in the
21 affidavit. I never ---

22 **THE COURT:** Were you there?

23 **MS. NOISETTE:** No.

24 **THE COURT:** Does it say you were there? What's it
25 say?



RELIANCE FIRST CAPITAL V NOISETTE

1 **MS. NOISETTE:** It says, comments on it, 2/10 at
2 10:05 a.m. Per resident, Defendant does not
3 reside, whereabouts -- whereabouts ---

4 **THE COURT:** Well, that's not a service on you.

5 **MS. NOISETTE:** Excuse me?

6 **THE COURT:** That's not service.

7 Is that correct, Mr. Page?

8 **MR. PAGE:** Yes, Your Honor. That's a non-service --
9 -

10 **THE COURT:** Okay.

11 **MR. PAGE:** --- affidavit.

12 **THE COURT:** That's a non-service.

13 All right. What's your next one, Ms. ...

14 **MS. NOISETTE:** And on February 16th, it said my son
15 Ronald Noisette was served. I have no one
16 residing in the home by that name. And it
17 also, the top -- the type of documents it is,
18 it seems to me that they didn't know where I
19 was, maybe. Because it says, Notice to appoint
20 guardian ad litem for incarcerated defendant.
21 I don't even know what that means.

22 **THE COURT:** Okay. Go ahead. Next one.

23 **MS. NOISETTE:** And the -- so I found out about the
24 sale, not the Summons and Complaint. And I got
25 the sale confused with the Summons and



RELIANCE FIRST CAPITAL V NOISETTE

1 inaccurate. No one in my home resides by
2 Ronald Noisette. I never ever would have given
3 somebody else permission. So that's not --
4 under Rule 4, service has be effective, and I
5 was never served.

6 **THE COURT:** Was there -- so her position is that Mr.
7 -- your position is that Ronald Noisette is not
8 related to you?

9 **MS. NOISETTE:** I don't know. I don't know Ronald
10 Noisette. No -- there's no one in my home that
11 goes by that name at all. I feel that this is
12 inaccurate, and I feel that it's fraud, like
13 they lied. Because the first -- the very first
14 attempt they tried was at my father's house.
15 Why would they go to my father's house if they
16 had my address on file? It seems like they
17 should have, if it was coming from ---

18 **THE COURT:** Ms. Noisette, let me clarify for you.
19 The first document that you cited is a non-
20 service. It has nothing to do with the case
21 any longer. It's non-service. It didn't -- it
22 didn't affect the case. It was not served on
23 you at that time.

24 **MS. NOISETTE:** Um-hum.

25 **THE COURT:** So the next case -- the next issue is



1 whether or not you were -- you were served by
2 a method called substitute-service, serving you
3 for ---

4 **MS. NOISETTE:** No. I was not served. I'm here to
5 tell you there's no one in my home that resides
6 by that name, and I don't think we can guess on
7 this. There's no one in my home that resides
8 by that name. No one I would have given
9 permission to even much accept ---

10 **THE COURT:** Well, Ms. -- let -- all right. let me
11 clarify for you one other thing. You don't
12 have to give anybody permission to accept
13 service for you if they are a person of --
14 well, recite the rule for me, Mr. Page.

15 **MS. NOISETTE:** The service must comply strictly with
16 Rule 4. I was never personally served, and --
17 so I don't ---

18 **MR. PAGE:** It's a party with the age of majority
19 that resides there. And -- and the age of
20 majority is generally considered 14 or 16, I
21 believe, in South Carolina.

22 **MS. NOISETTE:** So you're telling me who lives in my
23 home? There's no one by that name.

24 **THE COURT:** Ms. -- Ms. Noisette, you need to
25 understand the way we discuss matters in the



RELIANCE FIRST CAPITAL V NOISETTE

10

1 for me. That's all. For the record.

2 **THE COURT:** Oh. Okay.

3 **MS. NOISETTE:** The case from my ---

4 **THE COURT:** So this is a repeat document from
5 January ---

6 **MS. NOISETTE:** No. One was just notarized. That --
7 that is a sworn affidavit. But that has
8 nothing to do with why I'm here.

9 **THE COURT:** Okay.

10 **MS. NOISETTE:** I mean, it does. But ...

11 **THE COURT:** I'm sorry?

12 **MS. NOISETTE:** I said it does. It's just stating my
13 capacity.

14 **THE COURT:** And what are you saying your capacity is
15 ...

16 **MS. NOISETTE:** So, Your Honor, I was never
17 personally served with the Summons and
18 Complaint. I did not receive notice of an
19 action until I received notice of the
20 foreclosure sale. The Affidavits of Service
21 are inaccurate. And because service was
22 defective, the Court lacked personal
23 jurisdiction and the judgment and sale are void
24 under Rule 60(b)(4).

25 **THE COURT:** Okay. Mr. Page, let me -- I've now got



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(803) 252-3445 / contact@creelreporting.com

RELIANCE FIRST CAPITAL V NOISETTE

1 who she might be -- who her relatives may be?

2 **MR. PAGE:** I can check, Your Honor.

3 **THE COURT:** Ms. Noisette, while he's -- he's looking
4 for that information, would you tell me the
5 date you filed your motion, so I can pull it
6 up, please?

7 **MS. NOISETTE:** I believe you all -- I think it was --
8 - I filed it October 30th, but I believe you
9 all received it maybe November 2nd. I mean ---

10 **THE COURT:** I just need a rough date around which it
11 was filed.

12 **MS. NOISETTE:** November.

13 **THE COURT:** In November of 2024, 2023?

14 **MS. NOISETTE:** 2024.

15 **THE COURT:** 2024.

16 **MS. NOISETTE:** Hold on. I have it right here with
17 me. Give me one second. October 30th is when
18 I did it. I think you all received it November
19 ---

20 **THE COURT:** It should have a time stamp on it from
21 the Court. What's the date of that time stamp?
22 I see one February 27th, 2025, Motion to
23 Dismiss ---

24 **MS. NOISETTE:** No.

25 **THE COURT:** --- Foreclosure Action. Is that it?



RELIANCE FIRST CAPITAL V NOISETTE

1 **MS. NOISETTE:** No, sir. It's not. November ...

2 **THE COURT:** Do you have the date it was filed?
3 What's the file date of the motion to appear
4 special, as -- in your special capacity?
5 What's the date? I want to read the motion,
6 see what you put in there. You said something
7 in November, but I don't have anything in
8 November in the file.

9 **MS. NOISETTE:** Well, it's the motion that we're
10 having the hearing from now.

11 **THE COURT:** I know. But I want to read it.

12 **MS. NOISETTE:** Oh.

13 **THE COURT:** I want to read what you wrote.

14 **MS. NOISETTE:** I didn't -- I don't -- here you go.
15 I can give you the copy that I have, but I
16 can't see the dated files it was filed on it,
17 because it's -- my printer is not that good.

18 **THE COURT:** So December 30 -- October 2024 is the
19 date that you signed it. So it's got to be
20 sometime after that, right?

21 **MS. NOISETTE:** Right. That's what I told you. I
22 said October 30th is the date, so it's November
23 2nd or the -- November 2nd or the 7th of 2024.

24 **THE COURT:** Or the 7th. Okay. There was a letter
25 sent to you on November the 7th from the Court



RELIANCE FIRST CAPITAL V NOISETTE

18

1 the written motion that supports the motion
2 that you're -- -

3 **MS. NOISETTE:** The same motion that you ruled on and
4 we're having the hearing.

5 **THE COURT:** When was that? When did I rule on that?

6 **MS. NOISETTE:** I have it in my email. I can send it
7 to you. The same email that we -- that you
8 gave me. How did we come here to have this
9 hearing.

10 **THE COURT:** Today?

11 **MS. NOISETTE:** You didn't. Yes. Today.

12 **THE COURT:** I didn't have a motion -- I didn't have
13 a hearing with you. I had a status conference.

14 **MS. NOISETTE:** That you said that we could have the
15 hearing. That's how we have this hearing now,
16 from the status conference.

17 **THE COURT:** No. I think -- if I'm not mistaken ---

18 **MS. NOISETTE:** Again, Your Honor, I think we're
19 losing -- so the Court never had personal
20 jurisdiction.

21 **THE COURT:** That's what you say ---

22 **MS. NOISETTE:** And under Rule 60(b)(4) -- under Rule
23 60(b)(4), this order and the foreclosure sale
24 is void. And I think we're kind of beating
25 around the bush and we're trying to take me all



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1 over, and that's not why I'm here.

2 I'm here to -- that's not why I came here.

3 I'm here -- I'm here because I was never served

4 and the Court lacked personal jurisdiction.

5 You know, I'm not well. I don't feel well.

6 I really just, you know, would like to stay on

7 the matter at hand.

8 And I also believe that you just asked Mr.

9 Page about the Ronald Noisette. There's no

10 Ronald Noisette in my immediate family

11 whatsoever that's related to me. So I don't

12 know who this is. Service is ---

13 **THE COURT:** I understand that. I asked ---

14 **MS. NOISETTE:** It might have been served, but that's
15 inaccurate.

16 **THE COURT:** Yes, ma'am. Thank you very much.

17 Mr. Page, have you been able to find what
18 I asked you to look up?

19 **MR. PAGE:** Your Honor, I don't have a -- we pulled a
20 relative search, but it doesn't have this Mr.
21 Noisette on there. Although, you know, there
22 were a number of documents filed in this action
23 prior to this sale and this issue. And we
24 weren't aware that this was going to be the
25 issue we were talking today, just based on the



Exhibit
1

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STATE OF SOUTH CAROLINA
DORCHESTER COUNTY

2025 APR -1 PM 3:08

IN THE COURT OF COMMON PLEAS
JUDICIAL CIRCUIT

CASE NUMBER: 2024CP1800207

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

JUDGE JAMES E CHELLIS

Reliance First Capital LLC
Plaintiff,

vs.

Nikia Renee Noisette

Defendant.

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

June 4, 2025

Clarification of Prior Filing – Motion to Void Judgment

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

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

The Defendant hereby clarifies the following:

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

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

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

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CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY
2025 APR -1 PM 5:15
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

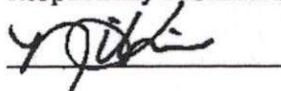
Exhibit I

Exhibit E
E

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

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

Respectfully submitted,



Nikia Renee Noisette

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

Trustee, Migdel-El Magdalena Ecclesiastical Trust

Exhibit
F

FILED-RECORDED

2026 APR -1 PM 5: 08

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

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

Reliance First Capital LLC)

Plaintiff,)

vs.)

Nikia Renee Noisette)

Defendant.)

JUDGE JAMES E CHELLIS

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

October 30, 2024

2026 APR -1 PM 5: 16
Clerk of Court
DORCHESTER COUNTY

CERTIFIED COPY

SUBJECT: Void Order/Judgment

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

2. Affidavits submitted by a party must be made on personal knowledge and must set forth facts that would be admissible in evidence. Rule 56(e)(1), FRCP. Just as the requirements for the form of a statement should not be relaxed, evidentiary requirements also should be strictly enforced. Failure to analyze the substance of an affidavit, in light of the requirements of the Rules of Evidence, can undermine the integrity of the process.

Exhibit
F

3. I was not personally served the alleged service does not identify me or anyone from my home. I was not told about the Mediation process. James E. Chellis has ordered the fraudulent sale of my property violating my Civil Liberties without a proper investigation of the evidence therefore any rulings, orders and judgements are void Ab Initio. And that inevitably leads to questions of who owes what? Who is the true holder is in due course? Merely having paperwork doesn't mean you have a legitimate claim or the right to foreclose 3. Reliance First Capital Llc and its representatives never proved this after I Nikia Renee Noisette Contest the Jurisdiction and the Affidavit to obtain the material facts and other supportive evidence showing where the Court Jurisdiction came from without serving me did, Reliance First Capital Llc actually have personal Jurisdiction without serving the Summons and complaint personally to I Nikia Renee Noisette?

4. Notice South Carolina a void judgment is one that, from its inception, is a complete nullity and is without legal effect." Thomas & Howard Co. v. T.W. Graham and Co., 318 S.C. 286, 291, 457 S.E.2d 340, 343 (1995). The definition of void under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction." McDaniel v. U.S. Fid. & Guar. Co., 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct. App. 1996). It is fundamental that no judgment or order affecting the rights of a party to the cause shall be made or rendered without notice to the party whose rights are to be affected." Tyron Fed. Sav. & Loan Ass'n v. Phelps, 307 S.C. 361, 362, 415 S.E.2d 397, 398 (1992). Generally, a person against whom a judgment or order is taken without notice may rightly ignore it and may assume that no court will enforce it against his person or property. The requirements of due process not only include notice, but also include an opportunity to be heard in a meaningful way, and judicial review. Grannis v. Ordean, 234 U.S. 385, 394 (1914) ("The fundamental requisite of due process of law is the opportunity to be heard."); S.C. Dep't of Soc. Servs. v. Holden, 319 S.C. 72, 78, 459 S.E.2d 846, 849 (1995).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. ***"The court is to protect against any encroachment of constitutionally secured liberties." Due Process must be invoked before removing rights secured under the constitutions.***
17. The Law was made to protect and not to compel. Allegations have been made without a proper investigation that are fraudulent in nature and has caused me and my family great injury. I Nikia Renee Noisette was never served with a valid Summons and Complaint. Rule 4 (d) of the South Carolina Rules of Civil Procedure to be the equivalent of a statute, strict compliance with both that rule and section 15-9-740 would be required since service by publication is in derogation of the common law, therefore requiring strict compliance with the authorizing statute or rule. See, Wayne County, ex rel. Williams v. Whitley, 72 NC App. 155, 323 S.E.2d 458 (1984); see also, Caldwell v. Wiquist, 402 SC 565, 741 S.E.2d 583 (Ct. App. 2013) (to avoid resolving litigation by default, strict compliance with publication statutes is required).
18. Further When the Rules of Civil Procedure were promulgated by the Supreme Court and not rejected by the General Assembly, the latter also passed a bill which attempted to repeal those statutes previously enacted which were in conflict with the Rules of Civil Procedure. See 1985 Act 100 (effective 7/1/85). The legislature further provided that in the event of conflict between any provision of the South Carolina Rules of Civil Procedure and any other statutory provisions as to practice and procedure not otherwise repealed by the Act, the provisions of the rule would prevail. Since procedure concerns the machinery for carrying on a legal action, including pleadings, process, evidence and practice, it appears clear that service by publication concerns a matter of procedure. Based upon this Act, the dictates of Rule 4 would prevail
19. I Nikia Renee Noisette am the Victim of the improper use of the courts and a Void Order is required to clean up the damages to me from a lack of due process evidenced by the attachments proof that there was no true diligent search by Service agents stating my son was served at my home when that was never the case the court is in error by using that as proof of diligent service to invoke service by publication. Since the service of a summons, which gives a court the power to render a judgment over a party within its jurisdiction, must be accomplished with service of the complaint, there is no personal jurisdiction over a party without the service of both summons and complaint together. Without personal jurisdiction, any judgment rendered by a court is void.

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

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

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


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

Relief

WHEREFORE, I would like the Affidavit to be Stricken and disregarded by the court granting a new fair and impartial trial to cause the plaintiff to prove their burden of proof, also void and vacate the court order(s) based on the established precedents of the stare decisis voiding the sale of my home and resolve this Matter Peacefully if Possible And I request/Pray judgment against defendant(s) Reliance First Capital Llc, its representatives, for economic Civil Tort, 270.000.00 and psychological damages 2500.00 as well as compensatory damages 150.000.00 plus costs and fees in the Amount of 5000.00 and respectfully ask this Court for leave to move for punitive damages. I was violated by fraud, negligence unprofessional Conduct, lack of proper service and never properly noticed or contacted about the mediation process or given the proper notices that would have allowed me the ability to properly negotiate. Reliance First Capital Llc caused a deprivation of my civil liberties; and constitutional secured rights to Due process and a fair and impartial trial.

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

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



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



Signature of Affiant

ACKNOWLEDGMENT

state of SOUTH CAROLINA

county of dorchester

Exhibit
E

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

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

Shal'a Dixon

(Notary Public)

My Commission Expires 8-23-32, 2032

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

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



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF DORCHESTER

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

Reliance First Capital, LLC,

**RECORD OF HEARING
FOR A
FORECLOSURE CASE**

Plaintiff,

vs.

Nikia Renee Noisette; Arbor Oaks Homeowners
Association,

Defendant(s).

BCP No.: 24-40723

Pursuant to the Order of Reference granted in the above titled case, a reference hearing was held on May 23, 2024 at 11:00 AM, before the Honorable James E. Chellis, as Master in Equity for Dorchester County.

Plaintiff is represented by J. Martin Page. The following Defendants/ Person(s) appeared at the hearing: None.

According to the Plaintiff's Affidavit of Debt, the Note and Mortgage are in default.

The original Lis Pendens was filed on February 7, 2024.

Affidavits, Acceptance of Services, or Order of Publication are filed herein and show that service of the Summons and Complaint was properly made upon all Defendants.

Pursuant to Rule 55(a), SCRCF, a Notice of Default showing the Defendants Nikia Renee Noisette and Arbor Oaks Homeowners Association are in default; and that no individual Defendants in default are in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq. was or will be filed herein.

Pursuant to South Carolina Administrative Order 2011-05-02-01, a Certification of Compliance was or will be filed herein.

Plaintiff's attorney called the Court's attention to the documents below which were previously filed as Exhibits to the Complaint or subsequent pleadings, herein:

- a. Promissory Note
- b. Mortgage

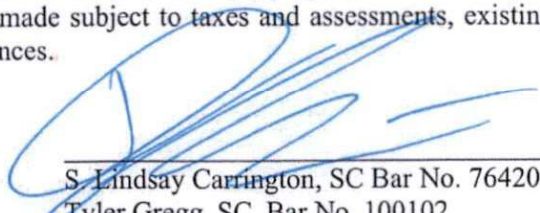
Plaintiff's attorney presented copies of the following additional Exhibits, which were admitted into evidence along with the previously filed exhibits:

- a. Affidavit of Debt
- b. Affidavit of Attorney Fees & Costs

Plaintiff established the total debt amount secured by the Note and Mortgage is \$299,663.90. Plaintiff established that the Note is in default for failure to make the required payments of principal and interest due on the Note.

The Plaintiff is seeking the usual foreclosure of the mortgage and has waived its right to a deficiency judgment.

Plaintiff asks that the Mortgage be foreclosed, that the property be sold at public auction in accordance with law, and that the sale be made subject to taxes and assessments, existing easements or restrictions, and any other senior encumbrances.



S. Lindsay Carrington, SC Bar No. 76420
Tyler Gregg, SC, Bar No. 100102
J. Martin Page, SC Bar No. 100200
D. Max Sims, SC Bar No. 103945
BELL CARRINGTON PRICE & GREGG, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
Phone 803-509-5078
Attorneys for Plaintiff



Dorchester Common Pleas

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

So Ordered

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

Exhibit 6

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

MASTER IN EQUITY'S SALE
2024-CP-18-00207

BY VIRTUE of a decree heretofore granted in the case of: Reliance First Capital, LLC against Nikia Renee Noisette; et al, I, the undersigned Master in Equity for Dorchester County, will sell on July 2, 2024 at 11:00 AM, Dorchester County Courthouse, 5200 E Jim Bilton Blvd., St. George, SC, 29477, to the highest bidder:

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

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

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

Pursuant to South Carolina Supreme Court Administrative Order 2022-02-17-02, protective masks are no longer required in county courthouses; however, any person who is at risk or concerned about the dangers of COVID-19 may continue to wear a mask inside any courthouse, subject to a request from judges, courthouse staff, or law enforcement to briefly remove that mask during the presentation of a case or when necessary for security or identification purposes.

TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Master in Equity, at conclusion of the bidding, five percent (5%) of the amount bid, in certified check, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail or refuse to make the required deposit at the time of bid or comply with the terms of the bid within thirty (30) days, then the Master in Equity may re-sell the property on the same terms and conditions on some subsequent Sales Day (at risk of the said highest bidder).

A personal or deficiency judgment being waived by Plaintiff, the sale shall close on the Sales Day. Purchaser to pay for documentary stamps on Master in Equity's Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 3.5% per annum. SAVE AND EXCEPT ANY RELEASES, DEEDS OF RELEASE, OR PRIOR CONVEYANCES OF RECORD. SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES

In the event an agent of 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.

The Honorable James E. Chellis
Master in Equity for Dorchester County

Bell Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
803-509-5078 / File #24-40723
Attorney for the Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Reliance First Capital, LLC,

Plaintiff,

vs.

Nikia Renee Noisette; Arbor Oaks Homeowners Association,

Defendant(s).

IN THE COURT OF COMMON PLEAS

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

NOTICE OF CANCELLATION OF FORECLOSURE SALE

BCP No.: 24-40723

The undersigned respectively withdraws his Notice of Sale for the January 7, 2025 sale date due to bankruptcy.

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: December 30, 2024

Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Reliance First Capital, LLC,

Plaintiff,

vs.

Nikia Renee Noisette; Arbor Oaks Homeowners Association,

Defendant(s).

IN THE COURT OF COMMON PLEAS

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

ORDER OF FORECLOSURE AND SALE

(Deficiency Judgment Waived)

BCP No.: 24-40723

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision shall be directly to the South Carolina Court of Appeals. Pursuant to the said reference, a hearing was held on May 23, 2024, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT

1. The Lis Pendens was filed on or about February 7, 2024.
2. The Summons and Complaint were filed on or about February 7, 2024.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
5. Heretofore, Nikia Renee Noisette (hereinafter, "Borrower(s)") made, executed, and delivered to Reliance First Capital, LLC (hereinafter, "Payee") a certain Promissory Note dated November 19, 2021, in writing (hereinafter, "Note"), wherein and whereby Borrower(s) promised to pay to Reliance First Capital, LLC, the principal sum of \$280,328.00 together with interest at the initial

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

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

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

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

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

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

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

11. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.
12. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$3,150.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.
13. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal Balance:	\$273,573.52
Accrued Interest good through 06/01/24: (At rate of 3.5% per annum)	\$11,968.80
Escrow Advance:	\$9,596.41
Late Charges:	\$100.70
Property Inspections:	\$150.00
Prior FC Fees and Costs:	\$152.02
Attorneys' Fees and Costs:	\$4,122.45
TOTAL:	\$299,663.90

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

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

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

CONCLUSIONS OF LAW

1. The Plaintiff is not aware of any stay imposed by 11 U.S. Code § 362 of the Bankruptcy Code which would prevent the entry of a judgment of foreclosure or stay the foreclosure sale.
2. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
3. That there is due to the Plaintiff on its Note and Mortgage the sum of \$299,663.90, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
4. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 3.5% per annum, the current interest rate of the Note.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The Plaintiff is authorized to sell the subject property.
2. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
3. That on default of payment prior to the date and time of the sale, the Subject Property, hereinafter described, shall be sold by the undersigned at public auction, at the Dorchester County Courthouse, Dorchester County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - a. FOR CERTIFIED FUNDS: The undersigned shall require a deposit of 5% on the amount of the bid in certified funds or equivalent (cashier's check or money order), the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
 - b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 3.5% per annum, which is the Note's current interest rate .
 - c. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
 - d. The Plaintiff having waived its rights to a deficiency judgment, the sale shall be final.
 - e. Upon the purchaser's compliance with the terms of the sale, the Court shall execute a good and sufficient deed of conveyance to the premises, and the purchaser shall thereby be entitled to possession of the Subject Property.
4. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.
5. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.

6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
7. That the undersigned shall apply the proceeds of the sale as follows:
 - a. FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and
 - b. NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and
 - c. NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.
8. Each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
9. The deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Dorchester County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
10. In the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and only upon issuance of a Writ of Assistance by this Court, the Sheriff of Dorchester County may be ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

11. After the Order Confirming Sale and Disbursements has been issued and filed, the undersigned directs the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.

12. The following is a description of the Property herein ordered to be sold:

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

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

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

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024-CP-18-00207

Reliance First Capital, LLC

Nikia Renee Noisette; Arbor Oaks Homeowners Association

Plaintiff(s)

Defendant(s)

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

Attorney for: Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED** (*CHECK REASON*): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other: _____
- ACTION STRICKEN** (*CHECK REASON*): Rule 40(j), SCRPC; Bankruptcy; Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other: _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
 Affirmed; Reversed; Remanded; Other: _____
NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINSTRATIVE AGENCY OF THE CIRCUIT COURT RULING ON THIS APPEAL..

IT IS ORDERED AND ADJUDED: See attached order (formal order to follow); Statement of Judgment by the Court: _____.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk: _____ Property to be sold at sale.

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

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

CLERK OF COURT

Court Reporter: _____

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to the parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Exhibit
71

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



Dorchester Common Pleas

Case Caption: Reliance First Capital Llc VS Nikia Renee Noisette , defendant, et al
Case Number: 2024CP1800207
Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

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

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
BEFORE THE EQUITY DIVISION

COUNTY OF DORCHESTER

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

Reliance First Capital, LLC,

Plaintiff,

ORDER

(Defendant's 60 (b) Motion Denied)

vs.

Nikia Renee Noisette; Arbor Oaks
Homeowners Association,

Defendant(s)

The Defendant, on a motion to set aside a judgment titled, "ORDER OF FORECLOSURE AND SALE," entered on May 23, 2025, under SCRCF, appeared specially to argue that the judgment should be set aside because she was not personally served. Therefore, she claims the Court lacked personal jurisdiction. Without jurisdiction, a fortiori, the judgment is void.

The Court heard the Defendant's motion on January 8, 2026, at 9:00 AM, in Courtroom C at the Dorchester County Courthouse. She attended in person, as did Plaintiff's attorney, Martin J. Page of Columbia, SC.

The case file shows that Mr. Page served the Foreclosure Order and the Notice of Sale on June 12, 2025, by mailing them to the Defendant at her residence, which is the property subject to the mortgage foreclosure action. On that day, Defendant filed her rather long Rule 60(b) motion.

After a lengthy hearing in which the Defendant, who appeared under special appearance, pro se, and not by general appearance, presented an affidavit she filed the morning of the hearing, purportedly supplementing an affidavit filed December 17, 2025. She asserted in oral argument that the Plaintiff failed to serve the summons and complaint underlying the action on her. Specifically, she argues the individual named in the Affidavit of Service is not known to her. She states that the named person, Ron Noisette, identified in the Affidavit as her son, is unknown to her. She further states she does not have a son named Ronald Noisette. The Plaintiff does not contest the assertion that the Affidavit names and identifies Ronald Noisette by mistake.

Before this Court addresses the underlying merits of the Motion, the Court takes this opportunity to make findings pertaining to the affidavit filed on the morning of the hearing.

Plaintiff: Reliance First Capital, LLC,
Defendant: Nikia Renee Noisette
2024-CP-18-00207
Order of Defendant's 60 (b) Motion Denied

The Affidavit states its purpose is to “ Establish my legal status and capacity as they relate to the foreclosure action styled Reliance First Capital LLC v Nikia Renee Noisette, Case No. 2024CP1800207.” Moreover, the affidavit repeats the averments of the affidavit filed on December 17, 2025. As such, the second filing is utterly unnecessary, duplicative, and a waste of judicial economy and the time of the Clerk of Court’s personnel. Further, it unnecessarily causes the Plaintiff’s counsel additional time in protecting the interest of his client to bring this case to a conclusion.

Nonetheless, the Court addresses the Affidavit filed January 8, 2026, at 9:54 A. M., six (6) minutes prior to the scheduled hearing. When this Court read this establishment language, it immediately went to the signature line of the Affidavit, where one finds:

1. The handwritten signature of Nikia Renee Noisette
2. The statement, “Real Party in Interest.”
3. The statement, “In restricted special appearance.”
4. The moniker, Executor/Fiduciary, NIKIA R. NOISETTE Bankruptcy Estate 24-03822
5. A second moniker, Trustee, Miguel-El Magdalena Ecclesiastical Trust
6. A third moniker, Beneficiary & Heir Apparent of the Estate “NIKIA RENEE NOISETTE.”

The three additional monikers, Executor/Fiduciary, Trustee, and Beneficiary & Heir, are pseudo-legal terms. They are fictions in this Court. Therefore, this Court affords them no effect, and the defendant’s identification of herself as such has no standing before the Court. Moreover, Defendant’s assertion that these pseudo-legal identifiers do have “legal status and capacity” before this Court leads this Court to find that Defendant Nikia Renee Noisette lacks credibility.

The Court takes the further opportunity to find that the Defendant filed 25 documents in the Court. Here is a list of those filings:

Noisette, Nikia Renee	Notice of Withdrawal of Supplemental Motion for Equitable Ac	Filing		12/17/2025-12:51
Noisette, Nikia Renee	Filing of Affidavit of Status/Capacity Notice of Withdrawal	Filing		12/17/2025-12:49
Noisette, Nikia Renee	Service/Affidavit Of Service	Filing		11/18/2025-12:11
Noisette, Nikia Renee	Supplemental Motion for Complete Equitable Accounting	Filing		11/18/2025-12:09

Plaintiff: Reliance First Capital, LLC,
 Defendant: Nikia Renee Noisette
 2024-CP-18-00207
 Order of Defendant’s 60 (b) Motion Denied

Noisette, Nikia Renee	Request to Reschedule Hearing-Motion to Set Aside Judgment	Filing		11/06/2025-12:21
Noisette, Nikia Renee	Notice of Bad Faith Conduct and Willful Violation Automat	Filing		06/24/2025-16:38
Noisette, Nikia Renee	Service/Certificate Of Service	Filing		06/05/2025-16:28
Noisette, Nikia Renee	Declaration of Equity Loss & Double Recovery	Filing		06/05/2025-16:28
Noisette, Nikia Renee	Motion/Set Aside Foreclosure Sale & Supporting Docs	Motion		06/05/2025-16:26
Noisette, Nikia Renee	Service/Certificate Of Service	Filing		06/05/2025-16:25
Noisette, Nikia Renee	Motion/60 B4 Void Order/Judgment	Motion		06/05/2025-16:24
Noisette, Nikia Renee	Notice of Bad Faith Conduct and Willful Violation Automat	Filing		06/24/2025-16:38
Noisette, Nikia Renee	Service/Certificate Of Service	Filing		06/05/2025-16:28
Noisette, Nikia Renee	Declaration of Equity Loss & Double Recovery	Filing		06/05/2025-16:28
Noisette, Nikia Renee	Motion/Set Aside Foreclosure Sale & Supporting Docs	Motion		06/05/2025-16:26
Noisette, Nikia Renee	Service/Certificate Of Service	Filing		06/05/2025-16:25
Noisette, Nikia Renee	Motion/60 B4 Void Order/Judgment	Motion		06/05/2025-16:24
Noisette, Nikia Renee	Notice of Lawful Claim to Surplus Equity from Foreclosure	Filing		05/23/2025-16:12
Noisette, Nikia Renee	Motion/Dismiss Foreclosure Action	Motion		02/27/2025-14:00
Noisette, Nikia Renee	Exhibit/Filing of Exhibit	Filing		11/07/2024-16:50
Noisette, Nikia Renee	Filing Fees Waived	Filing		10/07/2024-08:59

Plaintiff: Reliance First Capital, LLC,
Defendant: Nikia Renee Noisette
2024-CP-18-00207
Order of Defendant's 60 (b) Motion Denied

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

A cursory review of these filings reveals that the Defendant used one or more of the identifiers this court found in the affidavit first discussed. These filings are pseudo-legal. They further support this Court's finding that the Defendant lacks credibility.

Now, the Court addresses the main issue of the Defendant's motion. It must decide, based on reasonable discretion, whether the Plaintiff properly served the Defendant, considering that the Affidavit names a person the Defendant asserts does not exist. Additionally, the individual named is said to be the Defendant's son, whom the Defendant claims is a mistake.

A review of SCRCP 4 and the several cases decided by our Supreme Court is informative. The Rule is straightforward. The Defendant mistakenly reads the Rule to require much more than what it actually requires for substitute service.

The applicable subparagraph of the Rule states as follows:

(d)(1) Individuals. Upon an individual other than a minor under the age of 14 years or an incompetent person, by delivering a copy of the summons and complaint to him personally or by leaving copies thereof at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy to an agent authorized by appointment or by law to receive service of process. (Court's Emphasis)

Plaintiff is required to leave a copy of the Summons and Complaint at the Defendant's dwelling house by delivering it to:

1. Some person
2. Of Suitable Age
3. Of Discretion
4. Then residing therein.

Defendant asserts the process server incorrectly named the person upon whom the server delivered the Summons and Complaint and misidentified him as her son.

An examination of the Affidavit of Service states that the Summons and Complaint, along with additional documents, were delivered to a male aged 26-30, of Black ethnicity, with Black hair, standing between 5 feet 8 inches and 5 feet 11 inches tall, and weighing between 230 and 250 pounds.

A plain reading of Rule 4(d)(1) and the application of the four-step requirements for substitute service on the Defendant require this Court to find that these four steps are satisfied. The incorrect naming and misidentification of the male are irrelevant; they are surplus language. The other facts stated in the Affidavit of Service, as mentioned above, demonstrate that the rule's requirements are met. Therefore, the defendant was served.

The Defendant is subject to the jurisdiction of the Court. Her constitutional right to due process has been met. A fortiori, the Defendant is bound by the judgment. Moreover, the foreclosure sale was conducted properly. And the Plaintiff, being the successful purchaser and recipient of the master's deed, is the holder in fee simple of the property that is the subject of the foreclosure.

The Defendant does not argue that the Summons and Complaint were not properly delivered to a person of suitable age and discretion residing there. A valid alternative argument supported by facts would have claimed and proven that even if the process server delivered the summons and complaint to the residence, the person, although misidentified, lacked the qualities of suitable age and discretion, or that even if the party was of suitable age and discretion, they did not reside at 402 Oak Arbor Drive. She did not raise these points. She did not prove these points. Therefore, the court has no choice but to deny her motion as the prima facie evidence of the Affidavit of Service has not been rebutted.

The case law in this state also supports the findings of this Court. In *MCC Financial Services, Inc. v. Duffel*, the Supreme Court upheld substituted service on a 15-year-old son where the original and supplemental affidavits together established that the person served was of suitable age and discretion and that the defendant resided at that location ([MCC Financial Services, Inc. v. Duffel, 265 S.C. 519 \(1975\)](#)). The concurring opinion noted that South Carolina Code Section 10-409 grants trial courts discretion to allow amended proof of service at any time unless material prejudice would result, and emphasized that the defendant suffered no prejudice where she did not rely on the error in proof of service ([MCC Financial Services, Inc. v. Duffel, 265 S.C. 519 \(1975\)](#)). This suggests courts may permit correction of errors in identifying the recipient through amended affidavits.

Similarly, in *Tri-County Ice & Fuel Co. v. Palmetto Ice Co.*, the Supreme Court held that amendment of a default judgment to correct a misnomer was permissible where the

corporation's principal shareholder and president had been properly served with the summons and complaint ([Tri-County Ice and Fuel Co. v. Palmetto Ice Co.](#), 303 S.C. 237 (1990)). The court recognized that where service is made on the party intended to be served, a misnomer may be corrected by amendment ([Tri-County Ice and Fuel Co. v. Palmetto Ice Co.](#), 303 S.C. 237 (1990)). While this case involved misidentification of the defendant rather than the recipient, the principle that technical naming errors can be corrected when actual service occurred may apply by analogy to misidentification of the person receiving substitute service.

The key distinction is between cases where proof of service fails to establish the statutory requirements versus cases where those requirements were met but the recipient was incorrectly identified. In [Cannon v. Haverty Furniture Co.](#), the court held proof of service void where it failed to show the person served was of suitable age and discretion or that the defendant resided at the place of service ([Cannon v. Haverty Furniture Co.](#), 179 S.C. 1 (1935)). However, that case involved a complete failure of proof, not merely an incorrect name. If the proof of service demonstrates through other evidence that an actual person of suitable age and discretion residing at the defendant's dwelling received service, an incorrect name would be treated as a correctable defect rather than a jurisdictional failure, particularly where the defendant suffered no prejudice.

Here, I find that the Plaintiff may enter a corrected Affidavit of Service as indicated herein.

The Motion of the Defendant is Denied.

The Electronic Signature of the Court follows:



Dorchester Common Pleas

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

So Ordered

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

Exhibit J
J



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

February 12, 2026

Nikia Renee Noisette
402 Arbor Oaks Dr.
Summerville SC 29485

Re: Reliance First Capital, LLC v. Nikia Renee Noisette
Appellate Case No. 2026-000306

Dear Mrs. Noisette:

This Court has received your notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR). The SCACR are available online at www.sccourts.org/courtreg. Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals.

The order can be found at www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02. Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will *not* review filings for redaction or to determine if materials should be sealed.

This is to advise that the title in the above matter has been changed to read as follows:

Reliance First Capital, LLC, Respondent,

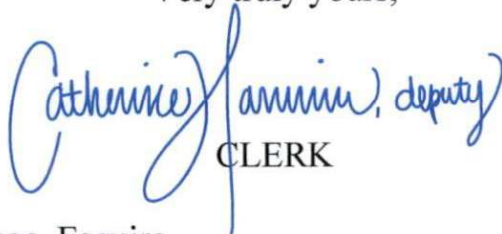
v.

Nikia Renee Noisette and Arbor Oaks Homeowners Association, Defendants,

of which Nikia Renee Noisette is the Appellant.

All future records in this matter should be changed to reflect this title. If you have any questions, please do not hesitate to contact this office.

Very truly yours,


CLERK

cc: James Martin Page, Esquire

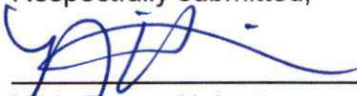
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Appellant's Brief was served upon counsel of record by United States Mail and/or electronic mail on this 18th day of May, 2026, addressed as follows:

James M. Page, Esq.
Bell Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, South Carolina 29201

Email: mpage@bellcarrington.com

Respectfully submitted,



Nikia Renee Noisette
Appellant, in propria persona sui juris

RECEIVED

MAY 21 2026

SC Court of Appeals