

MAY 15 2026

SC Court of Appeals

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Keiven K. Minter,

Petitioner,

**EMERGENCY PETITION FOR STAY OF
FORECLOSURE SALE**

v.

NewRez LLC d/b/a Shellpoint
Mortgage Servicing, et al.,

Respondents,

PENDING RESOLUTION OF RULE 59(e)
MOTION (*Rule 241(c)–(d), SCACR*)

Richland County Court of Common Pleas
Case No. 2025-CP-40-01229

EMERGENCY PETITION FOR STAY OF FORECLOSURE SALE

PENDING RESOLUTION OF RULE 59(e) MOTION (*Rule 241(c)–(d), SCACR*)

Petitioner, **Keiven K. Minter**, respectfully petitions this Court pursuant to **Rule 241(c)–(d), SCACR**, for an **emergency stay** of the foreclosure sale scheduled for **June 1, 2026**. This relief is necessary to preserve appellate jurisdiction and prevent irreparable harm while a timely **Rule 59(e) Motion** remains pending in the lower court.

I. STATEMENT OF THE CASE

1. On April 20, 2026, the lower court entered an Order of Foreclosure and Sale.
2. On April 30, 2026, Petitioner timely filed a **Rule 59(e) Motion to Alter or Amend** the foreclosure order. Under South Carolina law, a timely Rule 59(e) motion renders the judgment non-final and tolls the time for appeal.
3. On May 4, 2026, Petitioner filed a **Motion to Stay Foreclosure Sale** pending resolution of the Rule 59(e) motion. Petitioner did not request a hearing unless required by the court.
4. As of the filing of this Petition, the lower court has not ruled on the Motion to Stay.
5. On May 11, 2026, Respondents served Petitioner with a **Notice of Sale and Judgment of Foreclosure**, scheduling a foreclosure sale for June 1, 2026, despite the pending Rule 59(e) motion and Motion to Stay. A copy of the Certificate of Service is attached as **Exhibit A**.
6. The foreclosure sale remains scheduled for June 1, 2026, less than three weeks away.

II. GROUNDS FOR EMERGENCY RELIEF

1. A foreclosure sale during a pending Rule 59(e) motion threatens this Court’s jurisdiction.

A timely Rule 59(e) motion suspends the finality of the judgment. Proceeding with a foreclosure sale while the judgment is non-final risks:

- moots the Rule 59(e) motion,

- extinguishing Petitioner's appellate rights, and
- impairing this Court's jurisdiction.

Rule 241(c)(2), SCACR, authorizes a stay where necessary to preserve appellate jurisdiction or prevent a contested issue from becoming moot.

2. The Rule 59(e) motion raises substantial issues, including reliance on non-evidence.

The foreclosure order relies on factual assertions made solely by counsel during argument, without sworn testimony or admissible evidence. Under **Trinsey v. Pagliaro**, 229 F. Supp. 647 (E.D. Pa. 1964):

Statements of counsel in briefs or argument are not evidence.

The Rule 59(e) motion challenges these defects directly. A sale conducted before these issues are resolved would impair the lower court's ability to correct its own errors.

3. Respondents' May 11, 2026 Notice of Sale demonstrates the urgency of appellate intervention.

Despite:

- a pending Rule 59(e) motion,
- a pending Motion to Stay, and
- the non-final nature of the judgment,

Respondents served a Notice of Sale on May 11, 2026, and continue to proceed toward a June 1 sale date.

This conduct underscores the need for immediate relief to prevent irreparable harm and preserve appellate jurisdiction. (See **Exhibit A**.)

4. Irreparable harm will occur absent a stay.

If the sale proceeds:

- Petitioner's property rights will be irreversibly affected,
- third-party purchaser claims may arise,
- title complications will occur, and
- the Rule 59(e) motion may be rendered meaningless.

These harms cannot be remedied after the fact.

5. The lower court's failure to rule constitutes an "extraordinary circumstance" under Rule 241(d)(1).

Rule 241(d)(1), SCACR, provides that:

“An unnecessary delay by the lower court... shall constitute an extraordinary circumstance.”

The Motion to Stay was filed on May 4, 2026. The sale is June 1, 2026. The lower court has not ruled.

This delay constitutes an extraordinary circumstance permitting immediate application to this Court.

6. No waiver or concession is intended or implied.

Petitioner expressly preserves all objections raised in the Rule 59(e) motion and in the record. This Petition does not concede the validity, enforceability, or existence of any alleged lien, interest, or right asserted by Respondents.

III. RELIEF REQUESTED

Petitioner respectfully requests that this Court:

1. **Issue an emergency stay** prohibiting the foreclosure sale scheduled for June 1, 2026;
2. **Stay all enforcement actions** pending resolution of the Rule 59(e) motion in the lower court;
3. **Retain jurisdiction** to ensure the lower court rules on the pending post-trial motions; and
4. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted,



Keiven K. Minter

Petitioner

Date: May 15, 2026

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Keiven K. Minter,

Petitioner,

VERIFICATION

(Rule 241(d)(3), SCACR)

v.

NewRez LLC d/b/a Shellpoint

Mortgage Servicing, et al.,

Respondents,

Richland County Court of Common Pleas

Case No. 2025-CP-40-01229

VERIFICATION

(Rule 241(d)(3), SCACR)

I, **Keiven K. Minter**, Petitioner in the above-captioned matter, hereby verify that:

1. I have read the foregoing Emergency Petition for Stay.
2. The factual statements contained therein are true and correct to the best of my knowledge, information, and belief.
3. The exhibits attached are true and correct copies of the documents they purport to be.
4. This Petition is submitted in good faith and not for the purpose of delay.

I declare under penalty of perjury that the foregoing is true and correct.



Keiven K. Minter

Petitioner

Date: May 15, 2026

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Keiven K. Minter,

Petitioner,

v.

NewRez LLC d/b/a Shellpoint

Mortgage Servicing, et al.,

Respondents,

EXHIBIT INDEX

Richland County Court of Common Pleas

Case No. 2025-CP-40-01229

EXHIBIT INDEX

The following exhibits accompany Petitioner's **Emergency Petition for Stay of Foreclosure Sale Pending Resolution of Rule 59(e) Motion**, filed pursuant to **Rule 241(c)–(d), SCACR**:

Exhibit A — Certified copy of Certificate of Service filed May 11, 2026 (Notice of Sale & Judgment of Foreclosure)

Exhibit B — Certified copy of Petitioner's Rule 59(e) Motion (filed April 30, 2026)

Exhibit C — Certified copy of Petitioner's Motion to Stay Foreclosure Sale (filed May 4, 2026)

Exhibit D — Certified copy of Order of Foreclosure and Sale (filed April 20, 2026)

Exhibit E — Certified Public Index printout showing filings and absence of ruling on Motion to Stay

EXHIBIT A

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

NewRez LLC d/b/a Shellpoint Mortgage Servicing,

Plaintiff,

vs.

Keiven K. Minter; Palmetto Citizens Federal Credit Union; Hidden Pines Homeowners Association, Inc.,

Defendant(s).

BCP No.: 25-40653

IN THE COURT OF COMMON PLEAS

C/A No.: 2025-CP-40-01229

Certificate of Service

The undersigned hereby certifies that he/she is an employee of Bell Carrington Price & Gregg, LLC, and is a person of such age and discretion to be competent to serve papers. On May 11, 2026, he/she served a copy of the documents listed below by placing said copy in a FedEx envelope addressed to each of the following persons at the address stated below, which is the last known address, and by sending said envelope and contents in an overnight shipment:

Documents Served:

X Judgment of Foreclosure X Notice of Sale

Served On:

Keiven K. Minter
136 Sandpine Circle
Columbia, SC 29229

Keiven K. Minter
9600 Two Notch Road
Columbia, SC 29223

Hidden Pines Homeowners Association, Inc.
c/o MJS Inc.
4910 Trenholm Road, Suite C
Columbia, SC 29206

Keiven K. Minter
6729 Two Notch Road, Suite M
Columbia, SC 29223

Palmetto Citizens Federal Credit Union
1320 Washington Street
Columbia, SC 29201

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: May 11, 2026

Columbia, South Carolina



EXHIBIT B

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

NewRez LLC d/b/a Shellpoint Mortgage
Servicing,

Plaintiff,

vs.

Keiven K. Minter, et al.,

Defendant.

IN THE COURT OF COMMON PLEAS
5th JUDICIAL CIRCUIT

CASE NO.: 2025-CP-40-01229

MOTION AND ORDER INFORMATION

FORM AND COVERSHEET

Plaintiff's Attorney:

_____, Bar No. _____

Address: _____

Phone: _____ Fax _____

E-mail: _____ Other: _____

Defendant's Attorney:

Kelven K. Minter, Bar No. N/A

Address: _____

c/o 9600 Two Notch Rd. Columbia, SC 29223

Phone: 803-814-4450 Fax _____

E-mail: Admin@MinterAdvisoryGroup.Org

Other: _____

☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Defendant's Motion to Alter or Amend Judgment Pursuant to Rule 59(e), SCRC

Estimated Time Needed: 1 Hour

Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Kelven K. Minter
Signature of Attorney for ☐ Plaintiff / ☒ Defendant

04/29/2026

Date submitted

SECTION III: Motion Fee

☐ PAID - AMOUNT: \$ _____

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRC)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: WLC Date Filed: 4/30/26

☒ MOTION FEE COLLECTED: \$ 25.00

☐ CONTESTED - AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A No.: 2025-CP-40-01229

NewRez LLC d/b/a. Shellpoint
Mortgage Servicing,

Plaintiff,

v.

Keiven K. Minter, et al.,

Defendant,

NOTICE OF MOTION

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that the undersigned, Keiven K. Minter, appearing specially and not generally, will bring the attached Defendant Keiven K. Minter's Motion to Alter or Amend Judgment Pursuant to Rule 59(e), SCRCP, before the Honorable Stephanie N. Lawrence, Master-in-Equity for Richland County, at the Richland County Courthouse, 1701 Main Street, Columbia, South Carolina 29201, at a date and time to be scheduled by the Court, or as soon thereafter as counsel may be heard, for an order granting the relief set forth in the Motion.

This Motion is made pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure and is based upon the Motion, the certified transcript of the March 27, 2026 hearing, the exhibits attached thereto, and the record and file in this action.

Respectfully submitted,



Keiven K. Minter, Pro Se

Appearing Specially and Not Generally

9600 Two Notch Rd

Columbia, SC 29223

Dated: April 29, 2026

FILED
JANETTE W. McBRIDE
C.C.P., C.S., & F.C.

2026 APR 30 AM 10:22

RICHLAND COUNTY
FILED

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

NewRez LLC d/b/a Shellpoint
Mortgage Servicing,

Plaintiff,

v.

Keiven K. Minter, et al.,

Defendant,

IN THE COURT OF COMMON PLEAS
C/A No.: 2025-CP-40-01229

**DEFENDANT KEIVEN K. MINTER'S
MOTION TO ALTER OR AMEND
JUDGMENT
PURSUANT TO RULE 59(E), SCRCP**

RICHLAND COUNTY
FILED
2026 APR 30 AM 10:23
JEANETTE W. MONTGOMERY
Clerk, C.A., G.S., & F.

I. INTRODUCTION

Defendant Keiven K. Minter ("Defendant"), appearing specially and not generally, respectfully moves this Court pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure to alter or amend the Order Denying Defendant Keiven K. Minter's Rule 12 Motions and Cross-Motion for Summary Judgment, and Order Granting Plaintiff's Motion for Summary Judgment for Judgment of Foreclosure and Sale, entered on April 20, 2026 (the "Order"). Defendant has appeared specially throughout—contesting jurisdiction, service, standing, and the adequacy of evidence—without submitting to personal jurisdiction.

A hearing was held March 27, 2026, before Master-in-Equity Stephanie N. Lawrence. The Court's oral ruling on the motion to dismiss consisted of three sentences. (Ex. A, Tr. 31:17–32:7.) The Court's oral ruling on the competing summary judgment motions consisted of two sentences. (Ex. A, Tr. 62:5–9.) No findings of fact were articulated from the bench. The Court directed Plaintiff's counsel to draft the proposed order. (Ex. A, Tr. 63:6–9.) The resulting Order spans seventeen pages and contains forty-three substantive paragraphs—twenty-six findings of fact, five conclusions of law, and twelve decretal paragraphs.

Between the proposed order (April 9, 2026) and the signed Order (April 20, 2026), four modifications were made. Each strengthened Plaintiff's position. None addressed any of the seven written objections Defendant filed on April 10, 2026. (Ex. E.) This Motion measures the Order's findings against the certified transcript and the documentary record.

Throughout this Motion, Defendant references documents from the Court record — including the Petition for Publication, the process server's Affidavits of Non-Service, and Plaintiff's Supplemental Affidavit of Attorneys' Fees and Costs — for the limited purpose of demonstrating inconsistencies in Plaintiff's own filings and non-compliance with the South Carolina Rules of Civil Procedure and the South Carolina Rules of Evidence. See SCRE 105. These references are not offered as substantive evidence supporting Defendant's claims but to identify facial defects, internal contradictions, and procedural irregularities within Plaintiff's documentary submissions.

II. STANDARD OF REVIEW

Under Rule 59(e), SCRCP, a motion to alter or amend judgment may be granted to correct manifest errors of fact or law or to prevent manifest injustice. *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 602 S.E.2d 772 (2004). Where findings of fact are directly contradicted by the only evidence in the record, alteration is required. *Brannon v. Brannon*, 342 S.C. 43, 535 S.E.2d 645 (Ct. App. 2000). Subject-matter jurisdiction may be raised at any time and must be considered whenever questioned. *Ness v. Settles*, 394 S.C. 260, 714 S.E.2d 532 (Ct. App. 2011). Summary judgment will be reversed where any evidence raises a genuine issue of material fact. *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991).

III. EXHIBITS

The following exhibits are attached to and incorporated by reference into this Motion:

1. **Exhibit A:** Certified Transcript of the March 27, 2026 Hearing (65 pages, certified by Mary Cooper Joy, Court Reporter, Creel Court Reporting, Inc.).
 2. **Exhibit B:** Email Correspondence, January 20 through March 20, 2026 (scheduling chain, hearing notice, and Defendant's objection to the placement of his name on a court filing he did not sign).
 3. **Exhibit C:** Email Correspondence, April 9–13, 2026 (submission of proposed order; Court staff's response; Defendant's follow-up).
 4. **Exhibit D:** Plaintiff's Proposed Order as submitted April 9, 2026.
 5. **Exhibit E:** Defendant's Limited Objection to Plaintiff's Proposed Order, April 10, 2026 (seven objections with transcript citations).
-

IV. STATEMENT OF MATERIAL FACTS

1. February 21, 2025: Plaintiff filed a Lis Pendens and Summons and Complaint. Under Rule 3(a)(2), SCRCP, service must be accomplished within 120 days. One hundred twenty days from February 21, 2025 is June 21, 2025.

2. Plaintiff filed a Petition for Publication, sworn under oath by Plaintiff's counsel. The Petition identified the Defendant's last known address as 138 Sandpine Circle. The Petition swore that a skip trace search was conducted and yielded no other address for Defendant. No skip trace report was filed with the Court. The Order at paragraph 15 identifies the subject property address as 136 Sandpine Circle. The Lis Pendens identifies the subject property address as 136 Sandpine Circle.
3. Affidavits of Non-Service were filed for 136 Sandpine Circle and 6729 Two Notch Road. The process server checked "No" for "dwelling or usual place of abode" at both addresses. (Ex. A, Tr. 17:4-9.) The address 6729 Two Notch Road does not appear in the Petition for Publication, the Lis Pendens, or any filed document.
4. The last date of publication was July 4, 2025. Under Rule 4(d)(7), SCRCP, service by publication is complete on the date of the last publication. July 4, 2025 is Day 133 after the February 21 filing—thirteen days beyond the 120-day deadline.
5. June 16, 2025: Defendant's documents were filed with the Court under Special Appearance. June 16, 2025 precedes the last date of publication (July 4, 2025) by eighteen days.
6. Defendant's subsequent filings were each captioned as a Special Appearance: Notice of Special Appearance and Jurisdictional Challenge (July 25, 2025); Motion to Dismiss (July 30, 2025); Administrative Notice of Defective Filings (September 10, 2025); Omnibus Motion to Dismiss Pursuant to Rules 3, 11, 12, and 41 (January 14, 2026).
7. March 4, 2026: Plaintiff filed its Motion for Summary Judgment. The Richland County electronic filing stamp reads "2026."
8. March 11, 2026: Defendant filed a Cross-Motion for Summary Judgment and Motion to Strike, Memorandum of Law, Affidavit of Keiven K. Minter, and Notice of Supplemental Evidence (Clusters A-D).
9. March 17, 2026: A Supplemental Affidavit of Attorney's Fees and Costs was filed. The Affidavit states at clause 4(a) that 'a hearing was held.' The hearing occurred on March 27, 2026. The Affidavit states at clause 4(f) that counsel 'obtained beneficial results for the Plaintiff in this action by securing a Judgment.' No judgment existed on the date of filing.
10. March 19, 2026, 1:07 PM: Defendant responded to an emergency reschedule request with three conditions: (i) "appearing Specially and not generally"; (ii) noting all filings had been served; (iii) "I would respectfully request that the record remain closed as to new evidence." (Ex. B.)
11. March 19, 2026, 2:49 PM: A Notice of Hearing was filed bearing a "WE SO CONSENT" signature block with Defendant's name. Defendant did not sign this document. March 20, 2026: Defendant objected in writing. (Ex. B.)
12. March 27, 2026: Hearing held. Defendant appeared specially: "My name is Keiven K. Minter, appearing specially." (Ex. A, Tr. 8:5-6.)
13. At the hearing, the Court's oral ruling on the motion to dismiss consisted of three sentences. (Ex. A, Tr. 31:17-32:7.) The Court's oral ruling on summary judgment consisted of two

sentences: "I'm going to grant the Plaintiff's motion for summary judgment and deny the Defendant's motion for summary judgment." (Ex. A, Tr. 62:5–9.) No findings of fact were articulated from the bench.

14. At the hearing, Defendant raised the following issues: Rule 3 commencement and the 120-day deadline (Tr. 8:21–9:8; 10:23–11:9; 55:6–23); standing under Rule 17 and S.C. Code Ann. section 36-3-301, including the loan identifier discrepancy between the assignment and the mortgage (Tr. 19:1-9); the absence of a recorded power of attorney for the assignment's signatory (Tr. 42:18–43:2; 54:3–7); authentication under SCRE 901 and SCRE 1002, and the absence of a live witness to authenticate documents (Tr. 20:7–21; 39:12–21); redaction under Rule 41.2(a)(3) (Tr. 20:7–21); and the placement of Defendant's name on the Notice of Hearing (Tr. 40:18–41:1).
15. April 9, 2026: Plaintiff's counsel emailed the proposed order. Court staff responded within two minutes: "I have submitted to the Judge." (Ex. C.)
16. April 10, 2026: Defendant filed seven written objections to the proposed order with transcript citations. (Ex. E.)
17. April 20, 2026: The Order was signed. The proposed order and the signed Order differ in four respects: (a) paragraph 4—a quotation from Defendant's March 19 email was added; (b) paragraph 6—"Rule 3(a)(2), SCRCPP" was changed to "Rule 3(a)(1), SCRCPP, and *Mims v. Babcock Center*, 399 S.C. 341, 732 S.E.2d 395 (2012)"; (c) paragraph 6—language was added: "holding that the 120-day period only has relevance if service is accomplished outside of the statute of limitations"; (d) paragraph 11 (Decretal)—the *Mims* citation was added.
18. *Mims v. Babcock Center*, 399 S.C. 341, 732 S.E.2d 395 (2012), was overruled by *Mims v. Babcock Center, Inc.*, 428 S.C. 532 (2019).
19. Defendant has remained a resident of South Carolina throughout this action. (Ex. A, Tr. 40:13–14.)

V. OBJECTIONS TO THE ORDER

A. Procedural History (Paragraphs 1–4)

Objection to Paragraph 1

At the hearing, Defendant stated: "My name is Keiven K. Minter, appearing specially." (Ex. A, Tr. 8:5–6.) The Order at paragraph 1 states that Defendant "has made an appearance in this action by virtue of various filings." The Order does not distinguish between a Special Appearance and a General Appearance. Each of the filings listed in paragraph 1 was captioned as a Special Appearance. Under *Chandler v. Chandler*, 267 S.C. 405, 228 S.E.2d

685 (1976), a Special Appearance preserves jurisdictional objections and does not constitute consent to personal jurisdiction.

At the hearing, Plaintiff's counsel argued: 'the Defendant has made multiple appearances in this action by filing various documents. Therefore, he has submitted himself to this Court's jurisdiction.' (Ex. A, Tr. 31:12-15.) The Order at paragraph 1 adopts this characterization. Defendant stated 'appearing specially' (Ex. A, Tr. 8:5-6), and every filing was captioned as a Special Appearance. Under *Chandler*, a Special Appearance does not constitute submission to jurisdiction.

Objection to Paragraph 2

At the hearing, the Court stated: "March the 4th, 2026." (Ex. A, Tr. 6:9-10; Tr. 32:10-12.) The Order at paragraph 2 states that Plaintiff filed its Motion "on March 4, 2025." The Richland County electronic filing stamp reads "2026." See Fact 7. Rule 59(e) requires amendment where findings are contradicted by the record. *Brannon*, 342 S.C. at 47.

Objection to Paragraph 3

At the hearing, the Court's oral ruling on summary judgment consisted of two sentences: "I'm going to grant the Plaintiff's motion for summary judgment and deny the Defendant's motion for summary judgment." (Ex. A, Tr. 62:5-9.) The Order at paragraph 3 characterizes Defendant's Cross-Motion as filed "in opposition to Plaintiff's motion for summary judgment." A cross-motion is an independent motion seeking affirmative relief, not opposition. The Court's two-sentence ruling contains no analysis of the Cross-Motion's independent grounds.

Objection to Paragraph 4

The Order at paragraph 4 states the hearing was rescheduled "with the consent of" Defendant and quotes Defendant's email "in pertinent part." Defendant's email of March 19, 2026 at 1:07 PM contained three conditions. See Fact 10. The Order quotes only the portion agreeing to the date. The three conditions do not appear. See Exhibit B.

This quotation was not in the proposed order. See Fact 17(a). It was added between April 9 and April 20—after Defendant filed Objection #1 on April 10. See Fact 16.

The Order states that Plaintiff "filed a Notice of Hearing to evidence the parties' consent." At the hearing, Defendant stated: "I did not consent to the hearing being set as a final hearing." (Ex. A, Tr. 40:18-41:1.) That Notice of Hearing bears a "WE SO CONSENT" signature block with Defendant's name. Defendant did not sign it. See Fact 11. Defendant objected in writing on March 20. See Fact 11. Defendant raised this issue at the hearing. (Ex. A, Tr. 44:17-49:5.) The Order does not address the placement of Defendant's name on a filing he did not sign.

B. Findings on Rule 12 Motions (Paragraphs 5-8)

Objection to Paragraph 5 — Subject Matter Jurisdiction

At the hearing, Defendant argued: "This court lacks jurisdiction... the Plaintiff has not commenced this action within the time prescribed by Rule 3." (Ex. A, Tr. 8:21–9:8; see also Tr. 10:23–11:9; 55:6–23.) The Order at paragraph 5 finds subject matter jurisdiction based on the circuit court's "original jurisdiction" under S.C. Const. Art. V, section 11. Defendant's challenge was not to general subject matter jurisdiction. It was to the commencement of this particular action under Rule 3, SCRCF. The Order does not analyze Rule 3 commencement. See Fact 1 (120-day deadline: June 21, 2025); Fact 4 (service completed July 4, 2025: Day 133).

Objection to Paragraph 6 — Service by Publication

6A. The Order at paragraph 6 states: "Defendant made his first appearance in this action by filing documents with this Court on June 16, 2025, which was within the thirty-day answer period after Plaintiff's completion of service by publication on July 4, 2025." At the hearing, Plaintiff's counsel argued this same language: "Defendant made his first appearance in this action by filing documents with this Court on June 16th, 2025, which was within the 30-day answer period after Plaintiff's completion of service by publication on July 4th, 2025." (Ex. A, Tr. 30:18–23.) The Order adopted counsel's argument verbatim. June 16, 2025 precedes July 4, 2025 by eighteen days. See Facts 4, 5.

6B. The Order at paragraph 6 acknowledges that "Plaintiff's petition contained an error or untrue statement." The Petition identifies the last known address as 138 Sandpine Circle. The Order itself, at paragraph 15, identifies the subject property address as 136 Sandpine Circle. See Fact 2. The Petition for Publication was sworn under oath.

6C. The Order states that 'Plaintiff performed a skip trace search to attempt to locate Defendant.' Three sources address this issue, and none are consistent. First, the sworn Petition for Publication identifies one last known address — 138 Sandpine Circle — and swears that a skip trace search was conducted and yielded no other address. Second, the process server's Affidavits of Non-Service show service was attempted at two addresses — 136 Sandpine Circle and 6729 Two Notch Road — neither of which matches the Petition's sworn last known address of 138. Third, at the hearing, counsel stated that service was attempted 'at the only two addresses that were provided for the defendant.' (Ex. A, Tr. 24:20–22.) No skip trace report was filed with the Court or offered into evidence. None of the addresses attempted was Defendant's last known address as sworn in the Petition.

6D. The Order states that the "process server's affidavits reflect due diligence." The affidavits reflect service attempts at 6729 Two Notch Road. See Fact 3. This address does not appear in any filed document. The record does not explain how this address was identified.

6E. The Order cites *Mims v. Babcock Center*, 399 S.C. 341, 732 S.E.2d 395 (2012). This citation was not raised at the hearing. It was not in the proposed order. See Fact 17(b). It was added between April 9 and April 20. *Mims* was overruled by *Mims v. Babcock Center, Inc.*, 428 S.C. 532 (2019). See Fact 18. The Order relies on authority that was not argued, was not in the proposed order, and is no longer good law.

At the hearing, Plaintiff's counsel argued: 'this Court should respectfully deny Defendant's Rule 12(b)(2) and 12(b)(5) Motions and find that service was properly affected on the

Defendant' and stated that Plaintiff 'commenced service by publication within the 120 days required under Rule 3(a)(2).' (Ex. A, Tr. 31:6-15.) The proposed order submitted by counsel on April 9 cited Rule 3(a)(2). The signed Order, dated April 20, cites *Mims* instead. The legal theory changed between proposal and signature — from Rule 3(a)(2) to overruled case law — without a hearing, without notice, and without briefing.

6F. The Order states that Plaintiff "commenced service by publication on June 20, 2025 within the applicable statute of limitations." The Order does not identify the applicable statute of limitations, does not calculate its expiration date, and does not determine whether the last date of publication fell within it.

6G. At the hearing, Plaintiff's counsel stated: 'The last date of publication was July the 4th, 2025. That is when service is completed.' (Ex. A, Tr. 61:8-12.) Counsel then stated: 'However, Plaintiff commenced it's service by publication within the 120 days of filing of Plaintiff's complaint.' (Ex. A, Tr. 61:12-15.) Counsel acknowledged completion of service on July 4, 2025, then pivoted to the earlier commencement date. The Order adopts the commencement framing without addressing the completion date counsel himself identified. At the hearing, Defendant argued: 'Service by publication is complete on the last date of publication under Rule 4(d)(7).' (Ex. A, Tr. 55:6-23.) The Court acknowledged this distinction. (Ex. A, Tr. 59:25-60:7.) The Order does not address Rule 4(d)(7) or distinguish between commencement and completion of service. See Fact 4.

6H. The Order cites *Montgomery v. Mullins* for the proposition that the court is 'without authority to overrule the finding of the clerk.' Under *Caldwell v. Wiquist*, 402 S.C. 565, 741 S.E.2d 583 (Ct. App. 2013), a court may examine the sufficiency of a Petition for Publication on its face without inquiring into fraud or collusion. A Petition that misstates the property address, identifies only one last known address while the process server attempted service at two different addresses neither of which matches the Petition's sworn last known address, and swears that a skip trace yielded no other address yet produces no skip trace report, presents facial defects reviewable under the court's inherent authority. The Order's reliance on *Montgomery* does not foreclose facial review under *Caldwell*.

6I. Defendant has remained a resident of South Carolina throughout this action. (Ex. A, Tr. 40:13-14.) Service by publication is constitutionally disfavored. *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306 (1950). The process server's affidavits checked "No" for "dwelling or usual place of abode" at both addresses attempted. See Fact 3.

Objection to Paragraph 7 — Rule 12(b)(6)

At the hearing, Plaintiff's counsel argued: 'this Court should respectfully deny Defendant's Rule 12(b)(2) and 12(b)(5) Motions and find that service was properly affected on the Defendant.' (Ex. A, Tr. 31:9-12.) Counsel identified the motions at issue as 12(b)(2) (personal jurisdiction) and 12(b)(5) (service of process). The Order at paragraph 7 analyzes Defendant's challenges under Rule 12(b)(6) — whether the Complaint states a claim upon which relief can be granted. A 12(b)(6) analysis does not address personal jurisdiction (12(b)(2)) or service of process (12(b)(5)). The Order applies a standard that counsel himself did not argue. At the hearing, Defendant raised Rules 3, 4, 11, 12(b)(1), 12(b)(2), 12(b)(4), 12(b)(5), 17, and 41. (Ex. A, Tr. 8:21-21:13.) The Order does not address any of these except under the 12(b)(6) framework.

Objection to Paragraph 8 — Standing

At the hearing, the Court stated: "The elements to foreclose on a property are very simple, there has to be a mortgage, has to be a debt, and it has to be a default that it hasn't been paid." (Ex. A, Tr. 38:21–24.) Standing—the threshold requirement that the plaintiff be the person entitled to enforce the instrument—does not appear in this recitation.

The Order at paragraph 8 states: "Plaintiff has established its burden in proving that it has the capacity to sue... because Plaintiff is the holder of the Note and the Mortgage." The Court's oral ruling does not contain this finding. The Court's two-sentence summary judgment ruling—"I'm going to grant the Plaintiff's motion for summary judgment and deny the Defendant's motion for summary judgment" (Ex. A, Tr. 62:5–9)—contains no analysis of standing, holder status, or capacity to sue.

At the hearing, Defendant argued: "The Plaintiff is not the real party in interest under Rule 17. Because the assignment and the mortgage refer to separate and distinct loan identifiers, the Plaintiff cannot establish the blank note in its possession is the specific instrument secured by this mortgage. Therefore, the Plaintiff fails to be the person entitled to enforce under South Carolina Code 36-3-301." (Ex. A, Tr. 19:1–9.) The Order at paragraph 8 states: "Plaintiff has established its burden in proving that it has the capacity to sue... because Plaintiff is the holder of the Note and the Mortgage." The Order does not address Rule 17. The Order does not address the loan identifier discrepancy between the assignment and the mortgage. The Order does not address whether the instrument in Plaintiff's possession is the specific instrument secured by the mortgage. The Order does not address S.C. Code Ann. section 36-3-301.

At the hearing, Defendant raised the absence of a recorded power of attorney for the assignment's signatory. (Ex. A, Tr. 42:18–43:2; Tr. 54:3–7: "there is no power of attorney as far as authorizing the agents to move in a real estate transaction.") The Order does not address whether the signatory held recorded authority. Under S.C. Code Ann. section 30-5-30 and section 62-8-109(c), an agent's authority to transfer an interest in real property requires a recorded power of attorney. A certified search of the Richland County Register of Deeds found no such instrument. (Cluster A-2.)

The Order does not address S.C. Code Ann. section 36-3-301 (person entitled to enforce a negotiable instrument), does not determine whether the Note is negotiable, and does not analyze whether endorsement was proper.

C. Summary Judgment Findings (Paragraphs 9–26)

Objection to Paragraphs 9–10

These paragraphs restate the filing dates. The filing date triggers the 120-day service deadline under Rule 3(a)(2). See Fact 1. Service was completed on Day 133. See Fact 4.

Objection to Paragraph 11

The Order at paragraph 11 states: "Service was made upon the Defendants named in this Order... pursuant to Rule 3(a)(1), SCRCF, and *Mims v. Babcock Center*, 399 S.C. 341, 732 S.E.2d 395 (2012)." This *Mims* citation was not in the proposed order. See Fact 17(d). *Mims* was overruled in 2019. See Fact 18.

Objection to Paragraph 12

The Order includes a finding regarding the Servicemembers Civil Relief Act. This procedure applies to default judgments. Defendant has been actively litigating this matter since June 2025.

Objection to Paragraph 13

The Order at paragraph 13 states: 'A motion for summary judgment is appropriate only when it is clear there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law.' At the hearing, Defendant argued: 'The Plaintiff is not the real party in interest under Rule 17. Because the assignment and the mortgage refer to separate and distinct loan identifiers, the Plaintiff cannot establish the blank note in its possession is the specific instrument secured by this mortgage. Therefore, the Plaintiff fails to be the person entitled to enforce under South Carolina Code 36-3-301.' (Ex. A, Tr. 19:1-9.) Whether the assignment and the mortgage refer to the same loan is a question of fact. Whether the instrument in Plaintiff's possession is the instrument secured by the mortgage is a question of fact. Between the statement of the standard at paragraph 13 and the conclusion at paragraph 18, the Order does not determine whether these disputes constitute genuine issues of material fact. The Order states its own test but does not apply it to the issues Defendant raised.

Objection to Paragraph 14

At the hearing, Defendant objected to the admissibility of Plaintiff's evidence: 'the Note, the Mortgage, the Assignment, the Ledger, Title 37 Notice. The Plaintiff's evidence is also inadmissible. Every key document contains fully-redacted loan identifiers, in the violation of South Carolina Rules of Civil Procedure 41.2(a)(3). Because the identifiers are redacted, the documents cannot be authenticated under Rule 901 or satisfy the Best Evidence Rule under 1002.' (Ex. A, Tr. 20:7-21.) This objection was raised as to all of Plaintiff's documentary evidence — not solely the Note.

Defendant separately objected: 'I was unable to cross-examine a live witness... in written testimony that has not been authenticated by a live witness. The documents submitted into evidence by Plaintiff have not been validated or authenticated.' (Ex. A, Tr. 39:12-21.) No custodian of records testified at the hearing.

At the hearing, Plaintiff's counsel argued the documents were 'properly authenticated in the record under Rule 803(6) of the South Carolina Rules of Evidence.' (Ex. A, Tr. 34:5-15.) Rule 803(6) is a hearsay exception — it permits business records to be admitted despite the hearsay rule. SCRE 901 is the authentication standard — it requires proof that a document is what it purports to be. These are separate prerequisites. Defendant objected under SCRE 901 and SCRE 1002. Counsel responded under Rule 803(6). The Order addresses none of these rules.

The Order at paragraph 14 finds that the Note was 'made, executed, and delivered.' The Court's oral ruling does not contain this finding. The Order does not address the redaction objection under Rule 41.2(a)(3), the authentication objection under SCRE 901, the Best Evidence objection under SCRE 1002, or the absence of a live witness. The same unanswered evidentiary objections apply to the Order's findings at paragraphs 15, 17, and 20.

Objection to Paragraph 15

At the hearing, Defendant's evidentiary objection specifically included the Mortgage by name. (Ex. A, Tr. 20:7-21.) The authentication objections stated with respect to paragraph 14 — SCRE 901, SCRE 1002, Rule 41.2(a)(3), and the absence of a live witness — apply with equal force to the Order's findings at paragraph 15. The Order at paragraph 15 identifies the subject property address as 136 Sandpine Circle. The Petition for Publication identifies the last known address as 138 Sandpine Circle. Both were filed by counsel from the same firm. See Fact 2.

Objection to Paragraph 16

The Order at paragraph 16 states the mortgage was recorded. Defendant does not dispute that a recording exists at the Richland County Register of Deeds. However, the Order's reliance on Plaintiff's copy of the mortgage to support its foreclosure findings is derivative of the authentication determinations at paragraphs 14, 15, and 17. The evidentiary objections raised at the hearing (Ex. A, Tr. 20:7-21) encompassed the Mortgage by name. To the extent those objections were not addressed and the underlying findings are in error, the Order's use of the recording to support foreclosure cannot stand independently.

Objection to Paragraph 17

At the hearing, Defendant argued: 'Lack of authority. Under 62-8-109(c), I have personally conducted a search of the Richland County Public Index. No power of attorney is recorded in the same manner as the deed... Under South Carolina Code 30-5-30, their signatures on the assignment and affidavit are legally unauthorized and void, as they were executed by agents [who] lacked... recorded grant of authority.' (Ex. A, Tr. 42:18-43:2.) Defendant reiterated: 'there is no power of attorney as far as authorizing the agents to move in a real estate transaction under... Title 62 and Title 30.' (Ex. A, Tr. 54:3-7.) At the hearing, Plaintiff's counsel hedged the assignment's significance, stating: 'To the extent the assignment is relevant, the mortgage was assigned to Plaintiff.' (Ex. A, Tr. 35:7-10.) Despite counsel's own conditional framing, the Order at paragraph 17 makes a definitive finding.

The Order at paragraph 17 finds that the mortgage 'was assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing by assignment.' The Court's oral ruling does not contain this finding. The Order does not address S.C. Code Ann. section 62-8-109(c), does not address S.C. Code Ann. section 30-5-30, does not address Defendant's search of the Richland County Public Index, and does not determine whether the signatory held recorded authority to execute the assignment.

Objection to Paragraph 18

The Order at paragraph 18 states: 'With the copies of the Note, the Subject Mortgage, and Plaintiff's Affidavit of Indebtedness, I find that the essential elements and facts of Plaintiff's cause of action for foreclosure have been established. As such, there are no material issues of fact and summary judgment is appropriate.' The Court's oral ruling does not contain these findings. The Court's two-sentence ruling — 'I'm going to grant the Plaintiff's motion for summary judgment and deny the Defendant's motion for summary judgment' (Ex. A, Tr. 62:5-9) — contains no analysis of any element.

The Order relies on three categories of evidence: the Note, the Mortgage, and the Affidavit of Indebtedness. At the hearing, Defendant objected to the admissibility of each. (Ex. A, Tr. 20:7-21; Tr. 39:12-21.) The Order does not address these objections or explain why the challenged evidence is admissible. A finding based on evidence whose admissibility was challenged and never determined cannot support summary judgment.

The Order applies the burden framework from *U.S. Bank Trust Nat'l Ass'n v. Bell*, 385 S.C. 364, 374, 684 S.E.2d 199, 204 (Ct. App. 2009): once debt and default are established, the mortgagor bears the burden of establishing 'a defense to a foreclosure such as lack of consideration, payment or accord and satisfaction.' Defendant's arguments — standing under S.C. Code Ann. section 36-3-301, the loan identifier discrepancy between the assignment and the mortgage (Ex. A, Tr. 19:1-9), the absence of a recorded power of attorney (Ex. A, Tr. 42:18-43:2), and the authentication of Plaintiff's evidence (Ex. A, Tr. 20:7-21) — are not affirmative defenses under *Bell*. They are challenges to whether Plaintiff met its initial burden. The Order does not determine whether Plaintiff's initial burden was satisfied before shifting the burden to Defendant.

The Order concludes that 'there are no material issues of fact.' Whether the assignment and the mortgage refer to the same loan is a question of fact. Whether the instrument in Plaintiff's possession is the instrument secured by the mortgage is a question of fact. These disputes were raised at the hearing (Ex. A, Tr. 19:1-9) and are not addressed in the Order. A conclusion that no material issues exist cannot rest on the absence of analysis.

Objection to Paragraph 19

The Order at paragraph 19 states: '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.' This finding presupposes that the Note and the Mortgage are connected to the same transaction. At the hearing, Defendant challenged that connection: 'the assignment and the mortgage refer to separate and distinct loan identifiers, the Plaintiff cannot establish the blank note in its possession is the specific instrument secured by this mortgage.' (Ex. A, Tr. 19:1-9.) The Order does not address this challenge.

Paragraph 19 identifies the party who advanced funds as 'the Payee.' Plaintiff is not the Payee. The Order at paragraph 17 characterizes Plaintiff as the assignee of the mortgage — a characterization Defendant challenges. (See objection to paragraph 17.) Even accepting that characterization for purposes of this paragraph alone, the finding that 'money advanced by the Payee' establishes only the original lending transaction. It does not establish that a subsequent assignee holds the right to enforce the instrument. To the extent the Order's standing and assignment findings at paragraphs 8 and 17 are in error, the

identity of the original Payee cannot substitute for an independent determination of Plaintiff's right to enforce.

Paragraph 19 concludes that the mortgage 'constitutes a valid First lien.' Under South Carolina law, the mortgage follows the note — a mortgage cannot be enforced independently of the debt it secures. If the Note has not been authenticated (see objection to paragraph 14), and the Plaintiff has not been established as the holder of the Note (see objections to paragraphs 8 and 20), then the mortgage lien — regardless of its recording priority — cannot be enforced by this Plaintiff. The Order does not independently establish the lien's priority. No title search, title report, or testimony regarding the absence of senior encumbrances was introduced at the hearing or referenced in the Order.

This finding is derivative of the authentication determinations at paragraphs 14 and 15, the assignment determination at paragraph 17, and the standing determination at paragraph 8. To the extent those findings are in error, paragraph 19 cannot stand independently.

Objection to Paragraph 20

The Order at paragraph 20 states: '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.' The Order at paragraph 18 states: 'With the copies of the Note, the Subject Mortgage, and Plaintiff's Affidavit of Indebtedness, I find...' At the hearing, Plaintiff's counsel stated: 'True and correct copies of the Plaintiff's promissory note, the recorded mortgage, the recorded assignment, and the breach letter...' (Ex. A, Tr. 34:3-6.) Under S.C. Code Ann. section 36-1-201(21), a 'holder' is a person in possession of a negotiable instrument. Under S.C. Code Ann. section 36-3-301, the person entitled to enforce must be the holder of the original instrument. The Order's own language at paragraph 18 identifies what was before the Court: copies. Counsel's own words confirm: copies. No live witness testified to possession of the original Note. The original Note was not produced at the hearing. A finding of holder status at paragraph 20 is irreconcilable with the acknowledgment of copies at paragraph 18.

The Order further does not address whether the condition precedent for acceleration under S.C. Code Ann. section 37-5-111 was satisfied. Section 37-5-111 bars acceleration until twenty days after a valid notice under section 37-5-110. Section 37-5-110 requires the notice to be given by 'a creditor.' To the extent the Order's standing and holder findings are in error, no creditor existed to satisfy the statutory condition precedent.

Objection to Paragraph 21

The Supplemental Affidavit of Attorneys' Fees and Costs was filed March 17, 2026 — ten days before the hearing. Clause 4(f) states: 'This attorney obtained beneficial results for the Plaintiff in this action by securing a Judgment enforcing Plaintiff's mortgage rights.' No judgment existed on the date of filing. The Affidavit swears under oath to a result that had not occurred.

The Order at paragraph 21 awards \$4,400.00 — the exact amount requested in the Affidavit (\$3,200.00 flat fee plus 4 hours at \$300.00 per hour). The Order recites the *Dedes* factors but arrives at a figure identical to the Affidavit's request without independent analysis.

The Affidavit at clause 4(a) characterizes the case as involving 'complex issues of real property law' and states the issues were 'complex and detailed in nature.' At the hearing, the Court stated: 'The elements to foreclose on a property are very simple.' (Ex. A, Tr. 38:21-24.) The Order does not reconcile the Court's characterization with the Affidavit's.

The Affidavit contains an internal contradiction. Clause 4(d) states fees are 'not contingent upon any particular outcome.' Clause 4(f) states beneficial results were obtained 'by securing a Judgment.' If fees are not outcome-contingent, the outcome cannot serve as the beneficial result.

The Affidavit's costs include \$45.00 for a skip trace. No skip trace report has been produced. The sworn Petition for Publication states the skip trace yielded no other address. See objection to paragraph 6C.

The fee award at paragraph 21 is derivative of the foreclosure findings at paragraphs 14 through 20. To the extent those findings are in error, no beneficial results were obtained and the fee award cannot stand.

Objection to Paragraphs 22-23

The Order at paragraph 22 states: 'The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note.' At the hearing, counsel stated the interest rate as '4-point-5 -- -2-5 percent -- excuse me.' (Ex. A, Tr. 34:20-22.) The Order at paragraph 23 states the rate is 4.25% per annum. The rate stated on the certified record is ambiguous and does not clearly correspond to the rate in the Order. Defendant objected to the Note's admissibility under SCRE 901, SCRE 1002, and Rule 41.2(a)(3). (Ex. A, Tr. 20:7-21.) The Order does not address those objections or explain why the rate from an unauthenticated document is reliable.

The Order at paragraph 23 states the total debt is \$168,730.27. This figure derives from the Affidavit of Indebtedness and the Ledger. At the hearing, Defendant's evidentiary objection specifically included the Ledger by name. (Ex. A, Tr. 20:7-21.) No live witness testified to the payment history, the default date, the principal balance, or the interest calculations. No custodian of records was subject to cross-examination on the accuracy of these figures. (Ex. A, Tr. 39:12-21.) Following Defendant's objections, counsel stated: 'There is no admissible evidence in the record disputing the default or the damages.' (Ex. A, Tr. 36:21-24.) Defendant had already disputed both. The Court's oral ruling contains no finding on the amount owed. (Ex. A, Tr. 62:5-9.) Counsel stated: 'Plaintiff will submit a proposed order for the Court's consideration after the hearing.' (Ex. A, Tr. 37:11-13.) Every figure in paragraphs 22 and 23 appeared for the first time in that proposed order.

These findings are derivative of paragraphs 14, 16, 17, 18, and 20. To the extent those findings are in error, the amounts cannot stand.

Objection to Paragraphs 24-26

Plaintiff's waiver of its right to a deficiency judgment at paragraph 24 requires no objection. However, the waiver is rendered moot to the extent the underlying judgment is vacated. No independent objection is raised to paragraphs 25 and 26, except to the extent they depend on findings otherwise challenged herein.

D. Conclusions of Law

Objection to Conclusion of Law paragraph 1

Conclusion of Law 1 addresses bankruptcy stays. No objection.

Objection to Conclusion of Law paragraph 2

Conclusion of Law 2 states that Plaintiff "should have judgment of foreclosure of its Mortgage." This conclusion depends on the findings at paragraphs 8, 14, 15, 17, and 18. To the extent those findings are in error, Conclusion of Law 2 cannot stand.

Objection to Conclusion of Law paragraph 3

Conclusion of Law 3 states the amount due. Derivative of paragraph 22. To the extent paragraph 22 depends on challenged findings, Conclusion of Law 3 cannot stand.

Objection to Conclusion of Law paragraph 4

Conclusion of Law 4 states: '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 4.25% per annum, the current interest rate of the Note.' The Court's oral ruling contains no finding on the interest rate, the Total Debt, or the judgment amount. (Ex. A, Tr. 62:5-9.)

The Order identifies 4.25% as 'the current interest rate of the Note.' The word 'current' presupposes the rate has changed from its original terms — implying the Note contains an adjustable or variable rate provision. At the hearing, counsel stated the Note carried 'the initial interest rate of 4-point-5 — -2-5 percent — excuse me.' (Ex. A, Tr. 34:20-22.) The transcript is ambiguous as to what rate counsel actually stated. No live witness testified to what the current rate is, when the rate changed from its initial terms, or by what mechanism 4.25% became the applicable rate. The Order extracts a specific rate from a document whose admissibility was challenged (Ex. A, Tr. 20:7-21) and never determined, based on a hearing statement that does not clearly correspond to 4.25%.

Conclusion of Law 4 is also derivative of the Total Debt stated at paragraph 23, which derives from the Affidavit of Indebtedness and the Ledger — both challenged by name at the hearing. To the extent those findings are in error, Conclusion of Law 4 cannot stand.

Objection to Conclusion of Law paragraph 5

Conclusion of Law 5 authorizes a foreclosure sale of the subject property — the mechanism by which this judgment becomes irreversible. Once the property is sold to a third-party purchaser, the sale is extremely difficult to unwind. The entirety of the sale authorization rests on the findings and conclusions challenged throughout this Motion.

Conclusion of Law 5 references 'the total debt at the time of the sale' twice — once to establish the threshold for re-advertisement, and once to determine what Plaintiff must

tender if it purchases the property for more than the total debt. This 'total debt' is the \$168,730.27 figure stated at paragraph 23, which derives from the Affidavit of Indebtedness and the Ledger. Both were challenged by name at the hearing. (Ex. A, Tr. 20:7-21.) No live witness testified to the accuracy of this figure. (Ex. A, Tr. 39:12-21.) A sale calibrated to an unverified debt figure risks either overstating the amount owed — to the prejudice of Defendant and subordinate lienholders — or understating the tender obligation if Plaintiff purchases above the stated debt.

Conclusion of Law 5 states: 'The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale.' Plaintiff's right to credit bid at a foreclosure sale presupposes that Plaintiff is the holder of the debt being foreclosed. See objections to paragraphs 8 and 20. The Order's finding of holder status is irreconcilable with its own acknowledgment that only copies were before the Court. (See paragraph 18: 'With the copies of the Note.') A sale to a party whose right to enforce the instrument has not been established on admissible evidence compounds rather than resolves the errors identified in this Motion.

To the extent the findings at paragraphs 14 through 23, Conclusion of Law 4, and the standing determination at paragraph 8 are in error, the sale authorization at Conclusion of Law 5 cannot stand. This objection is not to the standard sale procedures themselves but to authorizing the sale of Defendant's property on the basis of a judgment that does not rest on findings supported by the record.

E. Decretals

Decretals 1 through 12 authorize the sale of the property, set the terms of sale, allocate proceeds, bar redemption rights, and direct physical removal of occupants. Each decretal is derivative of the Conclusions of Law and Findings of Fact challenged above. To the extent the underlying findings are in error, the decretals authorizing foreclosure and sale cannot stand.

Decretal 1. Decretal 1 states: 'Plaintiff is authorized to sell the subject property.' This is the core authorization. It rests entirely on the findings at paragraphs 8 (standing), 14–17 (authentication and assignment), 18 (essential elements), 19 (valid First lien), and 20 (holder status). Each has been challenged. The Court's oral ruling contains no finding authorizing a sale. (Ex. A, Tr. 62:5-9.)

Decretal 2. Decretal 2 directs 'the Defendant(s) liable for the aforesaid Mortgage debt' to pay 'to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt.' This presupposes two findings challenged in this Motion: that Defendant is 'liable for the aforesaid Mortgage debt,' and that 'the Plaintiff' is the party entitled to receive payment. If Plaintiff lacks standing to enforce the instrument (see objections to paragraphs 8 and 20), Defendant would be directed to pay a party whose enforcement rights have not been established on admissible evidence.

Decretal 3. Decretal 3 sets the terms of the foreclosure sale. Three sub-provisions raise independent concerns:

Decretal 3(a) provides that forfeited deposits shall be 'applied to the costs and then to the Plaintiff's debt.' This debt figure traces to the \$168,730.27 at paragraph 23, derived from unauthenticated evidence. Decretal 3(a) also provides that if the sale is made to Plaintiff for more than the total debt, Plaintiff shall have thirty days to tender the difference. The 'total debt' calibrating this provision has not been established on admissible evidence.

Decretal 3(b) states: 'Interest on the balance of the bid shall be paid to the day of compliance at the rate of 4.25% per annum, which is the Note's current interest rate.' The word 'current' presupposes the rate has changed from its original terms. See objection to Conclusion of Law 4. No live witness testified to what the current rate is, when it changed, or by what mechanism 4.25% became the applicable rate. The rate is extracted from a Note whose admissibility was challenged and never determined.

Decretal 3(d) states: 'The Plaintiff having waived its rights to a deficiency judgment, the sale shall be final.' The words 'shall be final' permanently foreclose any challenge to the sale amount. Combined with the deficiency waiver, any error in the total debt calculation — whether from unauthenticated evidence, the inclusion of attorney's fees based on a temporally impossible Affidavit (see objection to paragraph 21), or the inclusion of costs for a skip trace that produced no report (see objection to paragraph 6C) — is permanently locked in at the moment of sale.

Decretal 7. Decretal 7 directs the distribution of sale proceeds: first to costs and expenses, next to Plaintiff's debt and interest (including attorney fees), and then any surplus held under Rule 71(c), SCRPC. If the total debt at paragraph 23 is overstated — because it derives from unauthenticated evidence, includes \$4,400.00 in attorney's fees supported by a temporally impossible Affidavit, or includes costs for a skip trace that produced no report — then Plaintiff's share is inflated at the expense of Defendant and subordinate lienholders Palmetto Citizens Federal Credit Union and Hidden Pines Homeowners Association, Inc. The surplus available under Rule 71(c) is correspondingly reduced.

Decretal 8. Decretal 8 states: '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.' This is the most consequential language in the Order. It permanently extinguishes Defendant's equity of redemption and extends to all persons claiming through Defendant. This permanent deprivation of property rights rests on a judgment where: (a) evidence was challenged under SCRE 901 and SCRE 1002 and never ruled admissible; (b) standing was challenged under Rule 17 and S.C. Code Ann. section 36-3-301 and never established; (c) the Court's oral ruling consisted of two sentences with no findings of fact; and (d) the Order was drafted by Plaintiff's counsel. An order permanently barring all property rights must rest on findings supported by the record.

Decretal 10. Decretal 10 authorizes the Sheriff of Richland County to 'eject and remove from the premises the occupants of the property sold, together with all personal property located thereon.' This is the physical enforcement mechanism — the point at which the judgment results in the removal of Defendant from his home. The authority to eject is

derivative of every finding challenged in this Motion. If jurisdiction, service, standing, or the evidentiary foundations are in error, the ejection authorization cannot stand.

Decretal 11. Decretal 11 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.' The lien release is explicitly tied to the Findings of Fact — specifically the authentication of the Note at paragraph 14, the Mortgage at paragraph 15, and the assignment at paragraph 17. If those findings are in error, the Register of Deeds would be directed to release a lien on the basis of findings not supported by admissible evidence.

Decretal 12. Decretal 12 describes the property to be sold and identifies the address as 136 Sandpine Circle. The Petition for Publication identifies the last known address as 138 Sandpine Circle. See Fact 2.

Defendant specifically objects to Decretals 1, 2, 3, 7, 8, 10, and 11 as dependent on the challenged findings at paragraphs 8, 14, 17, 18, 19, and 20, and Conclusions of Law 4 and 5.

VI. ADDITIONAL GROUNDS

The following grounds are raised independently of the paragraph-by-paragraph objections stated in Section V. These address matters the Order does not discuss but which were raised at the hearing or in Defendant's filings.

A. Standing Under Section 36-3-301

At the hearing, the Court stated: "The elements to foreclose on a property are very simple, there has to be a mortgage, has to be a debt, and it has to be a default that it hasn't been paid." (Ex. A, Tr. 38:21–24.) S.C. Code Ann. section 36-3-301 defines the "person entitled to enforce" a negotiable instrument. Standing in a foreclosure action requires more than possession; it requires the right to enforce. The Court's recitation of foreclosure elements omits standing. The Order's standing analysis at paragraph 8 does not address section 36-3-301. This is an independent statutory requirement the Order does not analyze.

B. Condition Precedent Under Section 37-5-111

S.C. Code Ann. section 37-5-111 bars acceleration and enforcement of a security interest until twenty days after a valid notice under section 37-5-110. Section 37-5-110 requires the notice to be given by "a creditor." The Order does not address whether the condition precedent for acceleration was satisfied. To the extent the Order's standing finding is in error, no creditor existed to satisfy the statutory condition precedent. This is an independent statutory bar the Order does not analyze.

C. Overruled Authority

The Order relies on *Mims v. Babcock Center*, 399 S.C. 341, 732 S.E.2d 395 (2012) at paragraphs 6 and 11. This citation was not raised at the hearing. It was not in the proposed order. See Fact 17(b), (d). It was added between April 9 and April 20, 2026—after Defendant filed written objections on April 10. *Mims* was overruled by *Mims v. Babcock Center, Inc.*, 428 S.C. 532 (2019). See Fact 18. The Order's service analysis and decretal paragraph 11 rest on authority that is no longer good law. This is a manifest error of law. *Elam*, 361 S.C. at 15.

D. Authentication

At the hearing, Defendant raised authentication objections under SCRE 901, SCRE 1002, and Rule 41.2(a)(3). See Fact 14. No custodian of records testified. The exhibits submitted by Plaintiff contain fully redacted identifiers. Rule 41.2(a)(3) requires the last four digits to be exposed. The Order contains no SCRE 901 analysis, does not address SCRE 1002, and does not address the redaction discrepancy. These objections were properly raised and remain unanswered.

VII. UNRULED OBJECTIONS

The following issues were raised by Defendant at the hearing or in written filings. The Order does not address any of them. Under *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998), failure to rule on a properly presented issue constitutes reversible error.

1. Whether the signatory to the Assignment of Mortgage held recorded authority to execute the assignment. Raised at Ex. A, Tr. 42:18–43:2; 54:3–7. See Section V.B, Paragraph 8.
2. Whether the exhibits submitted by Plaintiff comply with SCRE 901, SCRE 1002, and Rule 41.2(a)(3). Raised at Ex. A, Tr. 20:7–21; 39:12–21; 59:5–16. See Section V.C, Paragraphs 13–14.
3. Whether service by publication was complete under Rule 4(d)(7), SCRCP, as distinguished from commencement. Raised at Ex. A, Tr. 8:25–9:8; 55:6–23. See Section V.B, Paragraph 6.
4. Whether the 120-day service deadline under Rule 3(a)(2) was met. Raised at Ex. A, Tr. 8:21–9:8; 10:23–11:9. See Section V.B, Paragraphs 5–6.
5. Whether standing requires analysis under S.C. Code Ann. section 36-3-301. Raised at Ex. A, Tr. 42:18–43:2; 54:3–7. See Section V.B, Paragraph 8.
6. The placement of Defendant's name on the Notice of Hearing without Defendant's signature or authorization. Raised at Ex. A, Tr. 40:18–41:1; 44:17–49:5; Ex. B. See Section V.A, Paragraph 4.

7. The seven written objections to the proposed order filed April 10, 2026. (Ex. E.) None were addressed in the four modifications made between the proposed order and the signed Order. See Facts 16–17.
-

VIII. PRESERVATION AND RESERVED CLAIMS

Preserved Issues

1. The Order's treatment of Defendant's Special Appearance as a general appearance. See Section V.A, Paragraph 1.
2. The temporal error in paragraph 2 of the Order. See Section V.A, Paragraph 2.
3. The selective quotation of Defendant's March 19 email. See Section V.A, Paragraph 4.
4. The Order's failure to analyze Rule 3(a)(2) commencement. See Section V.B, Paragraphs 5–6.
5. The Order's reliance on overruled authority. See Section VI.C.
6. The Order's failure to address authentication objections. See Section VI.D.
7. The Order's failure to address standing under S.C. Code Ann. section 36-3-301. See Section VI.A.
8. The Order's failure to address the condition precedent under S.C. Code Ann. section 37-5-111. See Section VI.B.
9. All unrul ed objections identified in Section VII.
10. The four modifications to the proposed order, each strengthening Plaintiff's position. See Fact 17.

Reserved Claims

Defendant reserves the right to seek relief under:

- a. Rule 60(b), SCRCP, and the Court's inherent authority;
- b. Rule 11, SCRCP;
- c. S.C. Code Ann. section 37-5-202 (remedies for violation of Title 37 notice requirements);
- d. 15 U.S.C. section 1692 *et seq.* (Fair Debt Collection Practices Act);
- e. S.C. Code Ann. section 39-5-20 *et seq.* (South Carolina Unfair Trade Practices Act);

- f. S.C. Code Ann. section 15-36-10(H) (frivolous proceedings);
- g. An independent action to quiet title under S.C. Code Ann. section 15-67-10 *et seq.*;
- h. All claims arising under the South Carolina Rules of Professional Conduct.

Nothing in this Motion constitutes a waiver of any claim, defense, or right not expressly addressed herein.

IX. CONCLUSION

The Order entered on April 20, 2026 spans seventeen pages and contains forty-three substantive paragraphs. The Court's oral ruling from which the Order derives consists of five sentences — three on the motion to dismiss and two on summary judgment. No findings of fact were articulated from the bench. Plaintiff's counsel stated on the record: "Plaintiff will submit a proposed order for the Court's consideration after the hearing." (Ex. A, Tr. 37:11-13.) Every finding, every calculation, every legal citation, and every dollar figure in the Order appeared for the first time in that proposed order.

This Motion has identified manifest errors across the Order's procedural history (paragraphs 1-4), service of process findings (paragraph 6), Rule 12 analysis (paragraphs 7-8), and summary judgment findings (paragraphs 13-23). It has identified errors in the Conclusions of Law (Conclusions 4-5) and in the Decretals that authorize the sale, set its terms, distribute its proceeds, permanently bar Defendant's equity of redemption, and direct the Sheriff to eject Defendant from his home.

The errors are not isolated. They are structural. The Order analyzes Defendant's motions under Rule 12(b)(6) — a standard Plaintiff's own counsel did not argue. (Ex. A, Tr. 31:9-12.) The Order relies on *Mims v. Babcock Center*, 399 S.C. 341 (2012) — authority that was not cited at the hearing, was not in the proposed order, and was overruled in 2019. The Order adopts Plaintiff's fee request to the penny — \$4,400.00 — from an Affidavit that swears under oath to a judgment that did not exist on the date of filing. The Order finds "holder" status at paragraph 20 while acknowledging only "copies" at paragraph 18. The Order states that "there are no material issues of fact" without analyzing whether the loan identifier discrepancy between the assignment and the mortgage, raised at the hearing (Ex. A, Tr. 19:1-9), constitutes a genuine dispute.

Service by publication is constitutionally disfavored. *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306 (1950). In this case, the sworn Petition for Publication identified one last known address — 138 Sandpine Circle. The process server attempted service at two different addresses — neither of which matched the Petition. No skip trace report was produced. The Order acknowledges the Petition contained "an error or untrue statement" yet concludes service was proper. The Order does not address Rule 4(d)(7), does not distinguish between commencement and completion of service, and does not calculate whether service fell within the 120-day deadline. It fell on Day 133.

Under Rule 59(e), SCRCP, a motion to alter or amend judgment may be granted to correct manifest errors of fact or law or to prevent manifest injustice, *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 602 S.E.2d 772 (2004). The errors documented in this Motion are manifest. They are demonstrated by the certified transcript, by Plaintiff's own filings, and by the Order's internal contradictions. Alteration is required to prevent manifest injustice — the irreversible sale of Defendant's home on the basis of a judgment that does not rest on findings supported by the record.

Defendant has appeared specially throughout this action. Defendant has contested jurisdiction, service, standing, and the adequacy of evidence at every stage. Defendant has not submitted to personal jurisdiction. This Motion is filed under Special Appearance.

X. RELIEF REQUESTED

WHEREFORE, Defendant respectfully requests that this Court:

1. Grant this Motion to Alter or Amend the Order pursuant to Rule 59(e), SCRCP;
2. Vacate those paragraphs and findings of the Order that are unsupported by or contradicted by the hearing transcript, as identified herein;
3. Strike any finding of fact based on evidence that was not properly authenticated or admitted at the hearing;
4. Strike any finding of fact based on unsworn representations by counsel rather than competent evidence;
5. Strike the Order's reliance on *Mims v. Babcock Center*, 399 S.C. 341, 732 S.E.2d 395 (2012), as overruled authority, and require any analysis of the 120-day service deadline to be conducted under current law;
6. Address and rule upon each of Defendant's properly raised objections that the Order failed to acknowledge, including but not limited to the Rule 3 commencement argument, the standing challenge under Rule 17 and S.C. Code Ann. section 36-3-301 based on mismatched loan identifiers (Ex. A, Tr. 19:1–9), the authentication objections under SCRE 901 and SCRE 1002 (Ex. A, Tr. 20:7–21), the absence of a recorded power of attorney under S.C. Code Ann. sections 62-8-109(c) and 30-5-30 (Ex. A, Tr. 42:18–43:2), and the condition precedent for acceleration under S.C. Code Ann. section 37-5-111;
7. Enter amended findings of fact and conclusions of law consistent with the record evidence;
8. Dismiss the action for failure to accomplish service within the time prescribed by Rule 3(a)(2), SCRCP, and Rule 4(d)(7), SCRCP;
9. In the alternative, reopen the record pursuant to Rule 59(a)(2), SCRCP, to take additional testimony and evidence;
10. In the further alternative, deny Plaintiff's Motion for Summary Judgment and grant Defendant's Cross-Motion for Summary Judgment, or in the alternative, deny both motions and set this matter for trial on the genuine issues of material fact identified herein;

11. Stay the foreclosure sale and all proceedings pending the resolution of this Motion;
12. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

Keiven K. Minter

Keiven K. Minter, Defendant, Pro Se

c/o 9600 Two Notch Rd.

Columbia, SC 29223

Tel: (803) 814-4450 | Email: Admin@MinterAdvisoryGroup.org

Dated: April 29, 2026

CERTIFIED TRUE COPY
OF ORIGINAL FILED,
Jeannette W. McBride
C.C.P.&G.S.
RICHLAND COUNTY
SOUTH CAROLINA *CS*

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A No.: 2025-CP-40-01229

NewRez LLC d/b/a Shellpoint
Mortgage Servicing,

Plaintiff,

v.

Keiven K. Minter, et al.,

Defendant,

CERTIFICATE OF SERVICE

I, the undersigned, certify that on this 30 day of April 2026, I served a true and correct copy of the attached **DEFENDANT'S NOTICE OF MOTION; DEFENDANT KEIVEN K. MINTER'S MOTION TO ALTER OR AMEND JUDGMENT PURSUANT TO RULE 59(E), SCRPC; DEFENDANT'S SUPPORTING EXHIBITS FOR MOTION TO ALTER OR AMEND JUDGMENT PURSUANT TO RULE 59(E)**, by hand delivery upon:

J. Martin Page; Morgan Ames; Austin Blackwell.
BELL CARRINGTON PRICE & GREGG, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201

Package received by: B Russell
Brianna Russell

Date 4/30/26

RICHLAND COUNTY
FILED
2026 APR 30 AM 10:22
JEANETTE W. MCBRIDE
C.C.P. & G.S. J.F.C.

Respectfully submitted,

Keiven K. Minter
Keiven K. Minter, Defendant, Pro Se
c/o 9600 Two Notch Rd.
Columbia, SC 29223
Tel: (803) 814-4450 | Email: Admin@MinterAdvisoryGroup.org
Dated: April 30, 2026

NOTARIAL ACKNOWLEDGMENT
State of South Carolina)
County of Richland)

Subscribed and sworn before me this 30 day of April 2026, by Keiven K. Minter.

Katisha Simon
Notary Public for South Carolina
My Commission Expires: Mar 12, 2034



CERTIFIED TRUE COPY
OF ORIGINAL FILED,
Jeanette W. McBride
C.C.P. & G.S.
RICHLAND COUNTY
SOUTH CAROLINA

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

NewRez LLC d/b/a Shellpoint
Mortgage Servicing,

Plaintiff,

v.

Keiven K. Minter, et al.,

Defendant,

IN THE COURT OF COMMON PLEAS
C/A No.: 2025-CP-40-01229

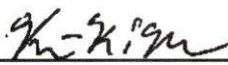
**DEFENDANT KEIVEN K. MINTER'S
SUPPORTING EXHIBITS FOR MOTION TO
ALTER OR AMEND JUDGMENT
PURSUANT TO RULE 59(E), SCRCP**

EXHIBITS

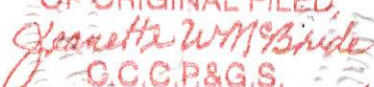
The following exhibits are attached to and incorporated by reference into this Motion:

1. **Exhibit A:** Certified Transcript of the March 27, 2026 Hearing (65 pages, certified by Mary Cooper Joy, Court Reporter, Creel Court Reporting, Inc.).
2. **Exhibit B:** Email Correspondence, January 20 through March 20, 2026 (scheduling chain, hearing notice, and Defendant's objection to the placement of his name on a court filing he did not sign).
3. **Exhibit C:** Email Correspondence, April 9-13, 2026 (submission of proposed order; Court staff's response; Defendant's follow-up).
4. **Exhibit D:** Plaintiff's Proposed Order as submitted April 9, 2026.
5. **Exhibit E:** Defendant's Limited Objection to Plaintiff's Proposed Order, April 10, 2026 (seven objections with transcript citations).

Respectfully submitted,


Keiven K. Minter, Pro Se
Appearing Specially and Not Generally
9600 Two Notch Rd
Columbia, SC 29223
Dated: April 29, 2026

RICHLAND COUNTY
FILED
2026 APR 30 AM 10:22
JEFFNETTE W. MONTGOMERY
C.C.T., G.S., & P.C.

CERTIFIED TRUE COPY
OF ORIGINAL FILED

J.E. MONTGOMERY
C.C.T., G.S., & P.C.
RICHLAND COUNTY
SOUTH CAROLINA

SCANNED

Exhibit A:

Certified Transcript of the March 27, 2026 Hearing (65 pages, certified by Mary Cooper Joy, Court Reporter, Creel Court Reporting, Inc.).

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) C/A No.: 2025-CP-40-01229

NewRez LLC d/b/a Shellpoint Mortgage).
Servicing,)
)
 Plaintiff,)
)
v.)
)
Keiven K. Minter; Palmetto Citizens)
Federal Credit Union; Hidden Pines)
Homeowners Association,)
)
 Defendants.)

HEARING

Friday, March 27, 2026
11:30 a.m. - 12:36 p.m.

The hearing before the Honorable Stephanie N. Lawrence, Master-In-Equity for Richland County, was taken at 2500 Decker Boulevard, Courtroom 1, Columbia, South Carolina on the 27th day of March, 2026 before Mary Cooper Joy, Court Reporter and Notary Public in and for the State of South Carolina.



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / contact@creelreporting.com

APPEARANCES

Austin H. Blackwell, Esquire
Bell, Carrington, Price
& Gregg, LLC
339 Heyward Street
2nd Floor
Columbia, South Carolina 29201
Attorney for the Plaintiff

Also Present:
Keiven K. Minter, Pro Se



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EXHIBITS

(All Exhibits were retained by the Court and introduced into the record as follows:)

Defendant's Exhibit Number 1	10,12,31
(Plaintiff's Affidavit Of Publication)	
Defendant's Exhibit Number 2	15,17,22
.	29
(Petition For Publication; Affidavit Of	
Non-Service For 136 Sandpine Circle;	
Affidavit Of Non-Service For 6739 Two Notch	
Road, Suite M)	
Defendant's Exhibit Number 3	18,19,52
.	57
(Certified Mortgage Listing and Certified	
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37 Notice)	
Defendant's Exhibit Number 5	43,44,58
(Affidavit of Indebtedness)	



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1 **CALL TO ORDER:**

2 **THE COURT:** Today is Friday, March 27, 2026. We are
3 here for Case Number 2025-CP-40-01229. This is
4 the matter of NewRez, LLC, versus Keiven Minter
5 and others.

6 Okay. If you're here for that hearing,
7 you can come up.

8 **PRELIMINARY MATTERS:**

9 **THE COURT:** Let me just thank you all, before we can
10 get started, for your patience last week that
11 I had to cancel the hearing. We had an emer-
12 -- I had an emergency, so I appreciate you all
13 working with the Court on that.

14 **MR. BLACKWELL:** Thank you, Your Honor. And we
15 appreciate you getting it back on your docket
16 so quickly.

17 **THE COURT:** So this one is set for a hearing on all
18 Motions, because I have competing Motions For
19 Summary judgment -- there are Motions filed by the
20 Defendant and Motions filed by the Plaintiff,
21 and so, as we normally do, we'll set a hearing
22 for all motions just to hear everything
23 pending.

24 I am in receipt of the email
25 correspondence with you all to my office last



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1 week agreeing to today's hearing, both, again.

2 Now, I'm going to try to do this in order
3 as to what was filed, to the extents that it
4 makes sense to do that. But what I'm looking
5 at from the -- from the Public Index for all of
6 the filings -- I went through yesterday -- and
7 it looks like Mr. Minter filed a Motion To
8 Dismiss on January 14, 2026, and then there was
9 a Motion For Summary Judgment filed by
10 Plaintiff following that one on March the 4th,
11 2026, and then it was another Motion from
12 Defendant for a Cross-Motion. For Summary
13 Judgment, so competing summary judgment
14 motions, and Defendant filed that one on March
15 11th, 2026. So, as it sits, we have three
16 Motions: We have Mr. Minter's Motion To
17 Dismiss, which I'll hear first, then we have
18 Plaintiff's Motion For Summary Judgment, and
19 then Mr. Minter also has a competing Motion For
20 Summary Judgment. And so, I'll -- he'll get to
21 argue on that, too, following -- in response to
22 your Motion For Summary Judgment. And then it
23 looks like there were objections filed
24 following that and another Motion To Dismiss by
25 Mr. Minter on March the 20th, but I don't know



1 if that's different from your Motion To Dismiss
2 that you filed on March 14th, if there's
3 something different or additional you want to
4 say. But I'm about to hear your Motion to
5 Dismiss, so any arguments that you are making
6 to support your January 14th, 2026 Motion To
7 Dismiss, you can go ahead with those arguments
8 to support your March 20th, 2026 Motion To
9 Dismiss.

10 MR. MINTER: Uh-huh.

11 THE COURT: Do you understand?

12 MR. MINTER: Yeah.

13 THE COURT: So we're going to hear your Motion To
14 Dismiss -- or your Motions To Dismiss first,
15 and then we'll hear Plaintiff's Motion For
16 Summary Judgment. You can respond -- you'll be
17 able to respond to his Motion For Summary
18 Judgment, and then we'll hear your Motion For
19 Summary Judgment.

20 MR. MINTER: Okay.

21 THE COURT: Okay. So we'll go in that order.

22 So we'll start with you, Mr. Minter, on
23 your Motion To Dismiss.

24 MR. MINTER: Okay.

25 DEFENDANT'S MOTION TO DISMISS:



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1 MR. MINTER: All right. Good morning, Your Honor.

2 THE COURT: Good ---

3 MR. MINTER: My ---

4 THE COURT: --- morning.

5 MR. MINTER: --- name is Keiven K. Minter, appearing
6 specially.

7 Before I begin, I must note for the record
8 that Plaintiff's Counsel is a necessary witness
9 to material facts in this case. Counsel
10 personally provided sworn, factual testimony in
11 the Petition For Publication and in the
12 Affidavit Of Attorney Fees. And the Notice Of
13 Hearing contains an unauthorized signature
14 block purporting to show my consent. Under
15 South Carolina Rules of Professional Conduct
16 3.7 and 3.3, counsel cannot act as an advocate
17 while also serving as a witness.

18 I will proceed with my presentation and I
19 wills (ph) hand the supporting exhibits as I
20 speak.

21 So, the area of commencement, Your Honor,
22 this action never commenced under Rule 3. The
23 Summons and Complaint were filed on February
24 21st, 2025, and the 120-day period expired June
25 21st, 2025. The Plaintiff's own Affidavit Of



1 Publication, which I am handing up now, shows
2 the third and final publication occurred July
3 4th. Under Rule 4(d)(7), service by
4 publication is complete only on the last day of
5 publication. Service was therefore completed
6 after the Rule 3 deadline, so jurisdiction
7 never attached. Rule 12(h)(3) requires
8 dismissal.

9 (Handing document to Mr. Blackwell) All
10 right. Here you go.

11 THE COURT: Are you wanting to have exhibits marked?

12 MR. MINTER: You said what now?

13 THE COURT: Are you wanting to have exhibits marked?

14 MR. MINTER: What do you mean?

15 THE COURT: So they have to be marked and
16 identified. So, if this is an exhibit you're
17 trying to offer, then it would be Defendant
18 Exhibit 1.

19 MR. MINTER: Oh, okay.

20 THE COURT: So -- and the court reporter will mark
21 the exhibit, and then, as we're referring to
22 them throughout the case, then they will be
23 referred to by their marking.

24 MR. MINTER: Okay.

25 THE COURT: And it's a way to keep the documents



1 organized so that we're not confused about what
2 you're talking about. So are ---

3 MR. MINTER: Gotcha.

4 THE COURT: --- you trying to introduce this as an
5 exhibit to your -- to support your argument?

6 MR. MINTER: Yes, Your Honor.

7 THE COURT: Okay. So then, what you need to do is
8 you need to have -- hand it to the court
9 reporter. She will put a marking on it and
10 mark it as Defendant's Exhibit 1.

11 MR. MINTER: Okay.

12 THE COURT: And then you can give it to me.

13 MR. MINTER: Gotcha. All right. So this'll be
14 Exhibit 1.

15 (Defendant's Exhibit Number 1 was marked for
16 identification purposes at this time.)

17 THE COURT: Do you have your copy?

18 MR. MINTER: Yes. Right here.

19 THE COURT: Okay. So, now, what happens is, as
20 you're talking from a -- you're talking from
21 your copy, but you refer to it as Exhibit 1.

22 MR. MINTER: Okay.

23 And just to reiterate, Your Honor -- let
24 me see -- the Summons and Complaint were filed
25 on February 21st, 2025, and the 120-day period



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1 expired June 21st, 2025. The Plaintiff's own
2 Affidavit Of Publication, which I am handing up
3 now, shows the third and final publication
4 occurred July 4th. And under Rule 4(d)(7),
5 service by publication is complete only on the
6 date of the last publication.. Since there was
7 -- service was therefore completed after the
8 Rule 3 deadline, jurisdiction never attached,
9 and Rule 12(h)(3) requires dismissal.

10 Now, there is also defective publication
11 and predicate, Rule 4. The predicate for
12 publication is also void. The Petition For
13 Publication which I am about to hand up swore
14 due diligence at 138 Sandpine Circle, yet no
15 affidavit -- yet no affidavit exists for that
16 address. The only affidavits in the record,
17 which I am also handing up, shows attempts at
18 136 Sandpine Circle and Two Notch Road, and
19 both states the location were not my dwelling
20 house or usual place of abode. This
21 constitutes a staged failure of service.

22 THE COURT: Okay. Before you do that, we got to
23 find -- finish this first Exhibit.

24 MR. MINTER: Oh.

25 THE COURT: Do you have any objections to Exhibit 1?



1 MR. BLACKWELL: No objections.

2 THE COURT: Okay. So Exhibit 1 is entered into
3 evidence on this case.

4 (Defendant's Exhibit Number 1 was entered into
5 evidence at this time.)

6 MR. MINTER: Okay.

7 THE COURT: Okay. Now, it's ---

8 MR. MINTER: (Presenting documents to Mr. Blackwell)
9 Well, there you go.

10 THE COURT: Okay. And these all are now known as
11 Defendant's Exhibit 2.

12 MR. MINTER: Oh, so this'll be Exhibits 2, 3, and 4.

13 THE COURT: Exhibit 2.

14 MR. MINTER: Okay.

15 THE COURT: It's one document?

16 MR. MINTER: No. Three.

17 THE COURT: Are they s- -- hold on one second.

18 MR. MINTER: They're linked together, as far as the
19 Petition For Publication and the Affidavits Of
20 Non-Service.

21 THE COURT: So the way this works, Mr. Minter, is I
22 can't decide for you, you have to decide how
23 you want your exhibits to be offered in.

24 MR. MINTER: Cool.

25 THE COURT: Normally, if it is one document or a



1 combination of documents that you are using to
2 support a particular point, they go in together
3 as one exhibit, but if you're offering these
4 separate things -- these separate documents for
5 separate things, then they will get their own
6 number. But for that's for you -- that's for
7 you to decide. I can't -- the Court can't
8 litigate the case for you.

9 MR. MINTER: Gotcha.

10 THE COURT: So you have to -- whatever document it
11 is you're getting ready to talk to me about,
12 you have to take that document and decide
13 whether or not you want that to be an
14 individual exhibit or you want them all to be
15 combined as one exhibit. And right now, we're
16 on your Number 2.

17 MR. MINTER: Okay. So this'll be a Number 2, as far
18 as the Petition For ---

19 THE COURT: So ---

20 MR. MINTER: --- Publication?

21 THE COURT: --- so -- hold on one second. And I'm
22 letting her catch up, 'cause she can't -- she
23 can't take the recording and handle the
24 documents.

25 But, right now, you have different



1 exhibits listed on those documents, so you
2 either need to decide if you want them to still
3 be referenced as that exhibit that's on there
4 ---

5 MR. MINTER: Uh-huh.

6 THE COURT: --- like, you have letters ---

7 MR. MINTER: Uh-huh.

8 THE COURT: --- or do you want them to be exhibits
9 in this, which is about to be numbers. And
10 then you will need to take those tops off,
11 those exhibit sheets off so it's the actual
12 document that gets marked and not the exhibit
13 page.

14 MR. MINTER: Gotcha.

15 THE COURT: Understand ---

16 MR. MINTER: Okay.

17 THE COURT: --- what I'm saying?

18 MR. MINTER: Yes.

19 THE COURT: Okay. So, whatever document you're
20 offering, you need to take that exhibit page
21 off so that you are actually offering the
22 document under the right exhibit heading for
23 this hearing.

24 MR. MINTER: Gotcha. Okay. All right. So here you
25 go.



1 COURT REPORTER: Is it 2, Exhibit 2?

2 MR. MINTER: Yes, ma'am.

3 (Defendant's Exhibit Number 2 was marked for
4 identification purposes at this time.)

5 THE COURT: So the other documents that are in your
6 hand, have you already spoken about those
7 documents?

8 MR. MINTER: Yes, Your Honor.

9 THE COURT: Or you're getting ready to?

10 MR. MINTER: I've spoken about 'em, but I can re-
11 speak about 'em.

12 THE COURT: Well, it depends on how you want to get
13 'em marked. Like, are those documents all a
14 part of Exhibit 2?

15 MR. MINTER: Yes, ma'am.

16 THE COURT: Okay. So they can all be a part of
17 Exhibit 2. You just need to take off the top
18 sheets.

19 MR. MINTER: Okay.

20 THE COURT: And give me the rest of the documents,
21 and I'll put 'em -- I don't care how you do it
22 -- yeah. They're all on the same?

23 MR. MINTER: Uh-huh.

24 THE COURT: And so, what happens is, I'll take these
25 documents, and I'm putting 'em in the order



1 that you just handed 'em to me, and then they
2 will be pa- -- put together, and then they all
3 become Exhibit Number 2. You understand?

4 MR. MINTER: Okay.

5 THE COURT: Okay.

6 MR. MINTER: Gotcha.

7 THE COURT: And so, make sure Plaintiff's Counsel
8 has a copy of 'em. Or did you already give him
9 a copy?

10 MR. MINTER: I already gave him a copy.

11 THE COURT: Okay. So then, what you do is you go
12 back and you speak to these documents however
13 it is you're submitting the information, and
14 then you just refer to these as Exhibit 2.

15 MR. MINTER: Gotcha. Okay.

16 THE COURT: But be- -- because it has multiple
17 things in it, you need to be specific when
18 you're referencing, like, what type of document
19 it is inside of Exhibit 2.

20 MR. MINTER: Okay.

21 All right. So Exhibit 2 -- what's the
22 name -- tells of -- what's the name -- a
23 fictional diligence and material
24 misrepresentation. All right. So Counsel's
25 Petition For Publication, Exhibit 2, identifies



1 one- -- 138 Sandpine Circle as the location of
2 due diligence. No affidavit of service exists
3 in the record for this address. And the
4 Affidavits Of Non-Service for 136 Sandpine and
5 Two Notch Road, the process server checked no
6 for usual place of abode. Despite the process
7 servicer (ph) admission that these were not the
8 Defendant's residence and despite the Two Notch
9 Road address being known to the Plaintiff as of
10 March 20th, 2025, Counsel swore to the Court
11 that, on May 27th, that a search did not yield
12 any other possible physical address. Plaintiff
13 unknowingly (ph) utilized service attempts at
14 locations admitted not to be the Plaintiff's --
15 not to be the Defendant's residence and omitted
16 known leads to manufacture a staged failure for
17 publication. The Order Of Publication is void.

18 **THE COURT:** Do you have any objections to -- on
19 Defendant's Exhibit Number 2?

20 **MR. BLACKWELL:** No, Your Honor.

21 **THE COURT:** Okay. It's admitted in as evidence.

22 (Defendant's Exhibit Number 2 was entered into
23 evidence at this time.)

24 **THE COURT:** And just for the record, so it can be
25 clear, Exhibit 2 is several documents. One is



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1 the Petition For and Order Of Publication, then
2 the next document is the Affidavit Of Non-
3 Service and then another Affidavit Of Non-
4 Service. And the first Affidavit Of Non-
5 Service was to 136 Sandpipel [sic] Circle, and
6 the second one was 6729 Two Notch Road, Suite
7 M. And those all make up Exhibit Number 2 for
8 the record.

9 Okay. Mr. Minter?

10 MR. MINTER: All right. So, next, we'll talk about
11 the standing failures. Even if the Court
12 reaches the merits, the Plaintiff lacked
13 standing. And I'll introduce Exhibit 3 with a
14 -- with a comparison.

15 COURT REPORTER: Sir, even though you're speaking
16 into a microphone, if you could speak a little
17 louder ---

18 MR. MINTER: Gotcha.

19 COURT REPORTER: --- that would be helpful.

20 (Defendant's Exhibit Number 3 was marked for
21 identification purposes at this time.)

22 MR. MINTER: All right. So what I handed wa- -- as
23 Exhibit 3 is -- the certified mortgage lisiting
24 (ph) refers to loan 38119041063, and the
25 certified assignment refers to loan 0579082406.



1 The Plaintiff is not the real party in interest
2 under Rule 17. Because the assignment and the
3 mortgage refer to separate and distinct loan
4 identifiers, the Plaintiff cannot establish the
5 blank note in its possession is the specific
6 instrument secured by this mortgage.
7 Therefore, the Plaintiff fails to be the person
8 entitled to enforce under South Carolina Code
9 36-3-301.

10 **THE COURT:** Do you have any objections to
11 Defendant's Exhibit 3?

12 **MR. BLACKWELL:** No, Your Honor.

13 (Defendant's Exhibit Number 3 was entered into
14 evidence at this time.)

15 **THE COURT:** Okay.

16 **MR. MINTER:** What I'll list as Exhibit 4 -- give me
17 one second here. And these are a plethora of
18 documents that the Plaintiff submitted into the
19 record.

20 **THE COURT:** You can't -- you can't talk while you
21 hand documents, 'cause she can't ---

22 **MR. MINTER:** Oh. Gotcha.

23 **THE COURT:** --- she can't transcribe while she's
24 handling your documents. You gotta wait for
25 her to finish.



1 (Defendant's Exhibit Number 4 was marked for
2 identification purposes at this time.)

3 MR. MINTER: Okay.

4 THE COURT: And then speak.

5 MR. MINTER: Gotcha. (Handing documents to the
6 Court) Here you go.

7 All right. So this speaks to -- Exhibit
8 4 speaks to inadmissible evidence under Rule
9 41.283 of the South Carolina Rules of Civil
10 Procedure, South Carolina Rules of Evidence
11 901, and South Carolina Rules of Evidence 1002,
12 the Note, the Mortgage, the Assignment, the
13 Ledger, Title 37 Notice. The Plaintiff's
14 evidence is also admis- -- I mean,
15 inadmissible. Every key document contains
16 fully-redacted loan identifiers, in the
17 violation of South Carolina Rules of Procedure
18 41.283. Because the identifiers are redacted,
19 the documents cannot be authenticated under
20 Rule 901 or satisfy the Best Evidence Rule
21 under 1002.

22 THE COURT: Do you have any objections to
23 Defendant's Exhibit Number 4?

24 MR. BLACKWELL: No objection, Your Honor.

25 (Defendant's Exhibit Number 4 was entered into



1 evidence at this time.)

2 MR. MINTER: All right. Your Honor, this action
3 expired under Rule 3. Jurisdiction never
4 attached, the predicate for publication was
5 void, the Plaintiff lacked standing, the
6 instruments are unauthorized, and the evidence
7 is inadmissible. Because these defects cannot
8 be cured and the underlying documents are void,
9 dismissal with prejudice is required to prevent
10 repetitive litigation based on the same invalid
11 instruments.

12 THE COURT: Does that conclude your presentation?

13 MR. MINTER: Yes, Your Honor.

14 THE COURT: Okay. So, now -- it's your Motion, so
15 you go first to present the evidence that you
16 have to support your Motion. Now, he gets to
17 respond.

18 MR. MINTER: Okay.

19 THE COURT: So I'll hear from Plaintiff's Counsel.

20 MR. BLACKWELL: Thank you, Your Honor.

21 RESPONSE:

22 MR. BLACKWELL: Plaintiff's Counsel has submitted a
23 memorandum in support of its Motion For Summary
24 Judgment in which it briefed many of the
25 arguments that Mr. Minter has -- has brought



1 before the Court today. He challenges personal
2 jurisdiction and whether or not service was
3 completed under Rule 3. And Plaintiff
4 exercised multiple attempts at personal service
5 at the correct address, 136 Sandpine Circle,
6 which is evidenced in Defendant's Exhibit 2.

7 (Defendant's Exhibit Number 2 was referenced at this
8 time.)

9 MR. BLACKWELL: Although Plaintiff made multiple
10 attempts at service at that address, it was
11 ultimately unsuccessful. Plaintiff then
12 attempted another service address, which was
13 the -- also Defendant's Exhibit 2. However, as
14 seen on the Affidavit Of Non-Service, this is
15 a lab testing s- -- site. It's being used as
16 a virtual mailbox by the Defendant. That was
17 the only other address that was yielded from a
18 search. Therefore, it's not technically an
19 address where the Defendant resides or works.
20 After Plaintiff con- ---

21 MR. MINTER: Ob- -- objection, Your Honor.

22 THE COURT: You -- this -- this is not how that
23 works. This -- he's giving his presentation in
24 response to your -- to your arguments for your
25 Motion, so you don't get to object to his



1 argument.

2 MR. MINTER: But Plaintiff needs to be sworn in --
3 well -- saying these are hi- ---

4 THE COURT: So I ---

5 MR. MINTER: --- but ---

6 THE COURT: --- think you and I have had this
7 conversation before. So this is Plaintiff's
8 Counsel. Plaintiff's Counsel is serving as
9 Plaintiff's counsel and does not get sworn in
10 as a witness. The only person that gets sworn
11 in are witnesses who are giving sworn testimony
12 in support of either side. This is --
13 Plaintiff's Counsel is a South Carolina
14 attorney -that's licensed to practice in the
15 State who's acting on behalf of the client. He
16 is not a witness.

17 MR. MINTER: They have deposed and stated facts in
18 this case, Your Honor.

19 THE COURT: So, Mr. Minter, I'm -- I don't know a
20 better way to explain it except to tell you
21 that that does not apply in this case. And so,
22 an objection to a testimony -- and he's not
23 giving testimony, he's giving information and
24 representation of the client -- is not the same
25 thing. And I think you were here before and



1 that happened, and I explained it then, so,
2 because I explained it several times then, I'm
3 not inclined to explain it over and over again
4 today. So, if -- so, right now, you need to
5 know that any objections based on Plaintiff's
6 Counsel representing his client in court is not
7 appropriate. Anything that Plaintiff's Counsel
8 says that you disagree with, you have your own
9 opportunity to respond. And I've been making
10 sure that I'm really careful about giving
11 everyone who comes in this court, given the
12 opportunity to speak, so, if there is something
13 that he's saying that you disagree with, the
14 appropriate thing is for you to respond to that
15 thing in your response, not to object to him
16 representing his client.

17 MR. MINTER: Oh.

18 THE COURT: Okay. Continue.

19 MR. BLACKWELL: Thank you, Your Honor.

20 After multiple service attempts at the
21 only two addresses that we were provided for
22 the Defendant via a skip trace search,
23 Plaintiff moved before this Court through his
24 Petition For Service By Publication. In South
25 Carolina -- or under South Carolina law, absent



1 fraud or collusion, the Order permitting
2 service by publication is valid, and there is
3 no evidence in this case, Your Honor, of fraud
4 or collusion. There was a typographical error
5 in the address that was listed in Plaintiff's
6 Petition. However, if you read the Petition
7 together with the Affidavits Of Non-Service, it
8 is clear that Plaintiff attempted service at
9 the property address, 136 Sandpine Circle.
10 There is one other instance in which the Court
11 may set aside an order for publication, and
12 that would be if they did not comply with the
13 Publication Statute. Your Honor, we atte- --
14 we attempted service as many times as we could
15 at the addresses that were provided to us, and
16 we were unable to serve the Defendant. We
17 moved before the Court for an order pursuant to
18 the Publication Statute. And if real property
19 is located in Richland County, South Carolina,
20 that is owned by Defendant in a foreclosure
21 action, service by publication is proper.

22 I went through the liberty of -- of
23 briefing South Carolina case law in my
24 Memorandum Of Support and of -- for Summary
25 Judgment, Your Honor, and I -- I don't want to



1 detail all of those findings, but if the Court
2 would like for me to, I will.

3 THE COURT: Yes. Let's just do a clear record.

4 MR. BLACKWELL: Okay. Thank you, Your Honor.

5 The South Carolina Supreme Court and the
6 South Carolina Court of Appeals have made it
7 clear that, in the absence of fraud or
8 collusion, the decision of an officer ordering
9 service by publication is final unless the
10 affidavit upon which it is granted does not
11 strictly comply with the Publication Statute.
12 In Wachovia Bank, the petitioner was held in
13 default in a cause of action for a foreclosure.
14 The petitioner sought to overturn an order of
15 foreclosure and sale pursuant to Rule 60, South
16 Carolina Rules of Civil Procedure, arguing that
17 service by publication was improper, and as a
18 result, the Court did not have personal
19 jurisdiction over him. The petitioner claimed
20 that the process server did not exercise actual
21 due diligence, because if she had, she would've
22 easily found him. He pointed out that the
23 petition for the order for -- order of
24 publication contained an untrue statement,
25 which is very similar to the facts of this



1 case, Your Honor. Petitioner claimed that the
2 petition for order for publication was fatally
3 defective because it stated that the sheriff
4 for Georgetown County did not attempt service
5 upon said defendant when ac- -- in actuality,
6 service was only attempted via a private
7 process server. The South Carolina Supreme
8 Court reviewed the petition requesting service
9 by publication and the affidavits of non-
10 service together and rejected the notion that
11 an order of publication containing an untrue
12 statement rendered service by publication
13 improper or void. Specifically, it found that
14 it is clear from reading the two documents
15 together that the petition is inaccurate and --
16 but that the process server's affidavit
17 reflects due diligence by her.

18 In Caldwell, the petitioner requested that
19 the Court set aside a default judgement,
20 arguing that the orders of service by
21 publication did not comply with the Publication
22 Statute. The Court distinguished the
23 affidavits in prior cases Wachovia Bank,
24 Montgomery, and Yates by noting that the
25 affidavit at issue only established that the



1 plaintiff attempted service on the defendant in
2 Beaufort County, not in the State of South
3 Carolina. The Court reversed the trial court's
4 order denying to set aside the default judgment
5 because the affidavit failed to comply with the
6 publication statute.

7 In Belle Hall, a later case, the
8 petitioner challenged the master's authority to
9 overrule the clerk of court's order of
10 publication, arguing that the defendant failed
11 to present evidence of fraud or collusion. The
12 Court noted that the affidavits in the case
13 were similar to Caldwell, in that they were
14 fatally defective because the search
15 demonstrated that Belle Hall attempted service
16 on the wrong defendant, and consequently, Belle
17 Hall failed to comply with the Publication
18 Statute.

19 Again, Your Honor, this case is analogous
20 to the Wachovia Bank, Montgomery, and Yates
21 case, and distinct from Caldwell and Belle Hall
22 Plantation. Here, the Defendant's asserting
23 that the Court lacks jurisdiction under Rule
24 12(b)(2), South Carolina Rules of Civil
25 Procedure, as a defense in Plaintiff's



1 foreclosure action. In support of this
2 assertion, def- -- Defendant claims that the
3 service upon the Defendant by publication was
4 ordered by this Court based on a false
5 affidavit, thus making service void because
6 service was not completed within 120 days of
7 the filing of the Plaintiff's Complaint
8 pursuant to Rule 3(a)(2). Defendant's claim is
9 predicated on the fact that Plaintiff's
10 Petition For an Order for -- Of Publication
11 contained a scrivener's error in the address
12 where Plaintiff's process server attempted
13 service, 138 Sandpine Circle instead of 136
14 Sandpine Circle. The process server performed
15 due diligence as evidenced by the Affidavits Of
16 Non-Service filed on March 20th, 2025 in this
17 action, which are Defendant's Exhibit 2,
18 including multiple service at the property
19 address, 136 Sandpine Circle, but was unable to
20 complete service on the Defendant.

21 (Defendant's Exhibit Number 2 was referenced at this
22 time.)

23 MR. BLACKWELL: Defendant has made no allegation or
24 assertion of fraud or collusion on the part of
25 Plaintiff in relation to the Affidavits Of Non-



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1 Service or the Petition For An Order Of
2 Publication. Fraud requires proof by clear and
3 convincing evidence and has a heightened
4 pleading standard. Here, there is no evidence
5 to support that a scrivener's error in
6 Plaintiff's Petition For Order Of Publication
7 constitutes fraud or collusion. And the
8 Defendant is conveniently ignoring that
9 Plaintiff has made multiple service attempts at
10 two different locations to serve him personally
11 before moving for an Order For Service By
12 Publication. Again, if you read the Affidavits
13 Of Non-Service together with the Petition, it
14 makes it clear that Plaintiff's Petition was
15 granted in compliance with the Publication
16 Statute and that, when they're read together,
17 there is no fraud or collusion here.

18 Defendant made his first appearance in
19 this action by filing documents with this Court
20 on June 16th, 2025, which was within the 30-day
21 answer period after Plaintiff's completion of
22 service by publication on July 4th, 2025, and
23 Plaintiff has not held Defendant in default.
24 Plaintiff obtained its Order For Service By
25 Publication on June 2nd, 2025, which I believe



1 is exhi- -- Defendant's Exhibit 2, as well,
2 Your Honor -- or, excuse me, Exhibit 1, Your
3 Honor.

4 (Defendant's Exhibit Number 1 was referenced a this
5 time.)

6 MR. BLACKWELL: Therefore, it commenced service by
7 publication within the 120 days required under
8 Rule 3(a)(2). And in light of the foregoing,
9 this Court should respectfully deny Defendant's
10 Rule 12(b)(2) and 12(b)(5) Motions and find
11 that service was properly affected on the
12 Defendant. And, again, this -- the Defendant
13 has made multiple appearances in this action by
14 filing various documents. Therefore, he has
15 submitted himself to this Court's jurisdiction.

16 THE COURT: Okay.

17 RULING ON DEFENDANT'S MOTION TO DISMISS:

18 THE COURT: On the issue of Defendant's Motion To
19 Dismiss, the Court is denying the Motion. I
20 think the evidence presented in the record, in
21 ad- -- in addition to all the pleadings that
22 have been filed support that there is not
23 enough evidence to set aside that Order Of
24 Publication, and I don't see any evidence of
25 fraud or collusion which would justify it. The



1 Court -- for the record, let me -- let me be
2 clear and think -- and say that the Court finds
3 that the information in that Order Of
4 Publication was, in fact, a scrivener's error.
5 When you look at all the other pleadings in
6 evidence, it is allowed. Everything else had
7 136.

8 Okay. Moving on to the next item, which
9 is -- that was Defendant's Motion. Now, we are
10 on Plaintiff's Motion For Summary Judgment, and
11 it was the Motion filed by the Plaintiff on
12 March the 4th, 2026.

13 So what happens now, Mr. Minter, is now,
14 we're on to his Motion. So he will do a
15 presentation to the Court on his Motion, you'll
16 get to respond to -- and you'll get to respond
17 to his Motion, so he'll speak first this time,
18 and then you will speak second.

19 MR. MINTER: Oh. (Nods head.)

20 THE COURT: Okay.

21 MR. BLACKWELL: Thank you, Your Honor.

22 PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT:

23 MR. BLACKWELL: The Plaintiff initiated its
24 foreclosure action by filing a lis pendens
25 Summons and Complaint on February 21st, 2025.



1 All parties have been served. And Palmetto
2 Citizens Federal Credit Union and Hidden Pines
3 Homeowners Association, Inc., are in default.
4 As previously explained to the Court, Mr.
5 Minter has made several appearances in this
6 action following multiple pro se and
7 jurisdictional motions. In response, Plaintiff
8 filed its Motion For Summary Judgment. And
9 today's hearing is being held on all Motions
10 filed by the parties. This is a
11 straightforward for- -- mortgage foreclosure
12 action, where the record establish is that
13 there is no genuine issue of material fact and
14 that Plaintiff is entitled to a judgment as a
15 matter of law under Rule 56 of South Carolina
16 Rules of civil -- Civil Procedure. In support
17 of its Motion For Summary judgment, Plaintiff
18 has submitted a memorandum in support, an
19 affidavit executed by an employee or an officer
20 with personal knowledge (ph) and based on
21 verified business records, and an affidavit of
22 attorney's fees and costs, as well as a
23 supplemental affidavit of attorney's fees and
24 costs.

25 THE COURT: Could you please move your microphone



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1 towards your mouth a little bit more?

2 **MR. BLACKWELL:** Yes, Your Honor.

3 **THE COURT:** Okay.

4 **MR. BLACKWELL:** I apologize. (Complies.)

5 True and correct copies of the Plaintiff's
6 promissory note, the recorded mortgage, the
7 recorded assignment, and the breach letter are
8 Exhibits B, C and E of the verified business
9 records attached to Plaintiff's affidavit and
10 are maintained in the ordinary course of
11 Plaintiff's business. The note, mortgage
12 assignments, and breach letter are properly
13 authenticated in the rule -- in the record
14 under Rule 803(6) of the South Carolina Rules
15 of Evidence. The note and mortgage are in the
16 record and established the existence and terms
17 of the debt. The borrower, Keiven K. Minter,
18 executed and delivered a promissory note dated
19 July 11th, 2019 in the original amount of
20 \$137,000, together with the initial interest
21 rate of 4-point-5 -- -2-5 percent -- excuse me
22 -- the secure payment of the note. Mr. Minter
23 executed and delivered a mortgage securing the
24 property commonly known as 136 Sandpine Circle,
25 Columbia, South Carolina, 29229, which was



1 recorded on July 25th, 2019, in Richland
2 County, in Book 2413, at page 2014. There is
3 no evidence in the record disputing their
4 validity. Plaintiff has also established its
5 right to enforce the debt. The note is made
6 directly to Plaintiff's predecessor in interest
7 and is endorsed in blank. To the extent the
8 assignment is relevant, the mortgage was
9 assigned to Plaintiff by an assignment recorded
10 April 13th, 2022, in Book 2734, at page 3536.
11 Plaintiff is the holder of the note and the
12 mortgage, and as such, Plaintiff is the real
13 party in interest with standing to bring this
14 foreclosure. Plaintiff's affidavit establishes
15 that mortgage is in default for failure to make
16 payments of principal and interest due and
17 payable on July 1st, 2024, and subsequent
18 monthly installments. Plaintiff's affidavit,
19 together with Plaintiff's affidavit of
20 attorney's fees and costs and the supplemental
21 affidavit of attorney's fees and costs, further
22 establish the total indebtedness that is owed
23 under the note and mortgage. As of today -- or
24 excuse me -- as of March 19th, 2026, Your
25 Honor, the total debt due and owing under the



1 note and mortgage is \$168,730.27, and that is
2 broken down into a principal balance of
3 \$122,660.18; accrued interest good through
4 February 20th, 2026 in the amount of \$8,959.76;
5 per diem interest from February 21st, 2026
6 through March 19th, 2026 in the amount of
7 \$385.56; there was a positive escrow balance at
8 the loan transfer, so that is a deduction from
9 the total debt in the amount of \$1,277.72; pre-
10 accelerated late charges in the amount of \$108;
11 insurance advances in the amount of \$11,338.42;
12 property tax advances in the amount of
13 \$22,120.11; a deferred amount in the amount of
14 \$10,701.02; credits, which are all credits
15 towards the escrow account, in the amount of
16 20,000- -- or -- excuse me -- \$12,655.37;
17 property ex- -- inspection costs in the amount
18 of \$425; a release fee in the amount of \$22.50;
19 and lastly, my firm's outstanding attorney's
20 fees and costs in the amount of \$5,942.80.
21 There is no admissible evidence in the record
22 disputing the default or the damages plain- --
23 Plaintiff has incurred as a result of the
24 default.

25 Because the record clearly establishes the



1 existence of the note and mortgage, Plaintiff's
2 right to enforce its rights under the note and
3 mortgage, Defendant's default of his
4 obligations on his mortgage loan, and the
5 amount owed to Plaintiff under his note and
6 mortgage, and because Defendant has failed to
7 produce any admissible evidence creating a
8 genuine issue of material fact, Plaintiff
9 reque- -- respectfully requests that this Court
10 grant its Motion For Summary Judgment and enter
11 an order of foreclosure and sale. Plaintiff
12 will submit a proposed order for the Court's
13 consideration after the hearing.

14 **THE COURT:** Did you have a copy -- and were those
15 debt figures included already in your memo, or
16 have you given a copy to Defendant?

17 **MR. BLACKWELL:** Your Honor, those are the
18 combination of the total indebtedness that's in
19 the affidavit which was previously served on
20 the Defendant ---

21 **THE COURT:** Okay.

22 **MR. BLACKWELL:** --- with the memorandum in support,
23 as well as the affidavit of attorney's fees,
24 which was also attached to that affidavit.

25 **THE COURT:** Okay. Does that conclude your



1 presentation?

2 MR. BLACKWELL: Yes, Your Honor, it does.

3 THE COURT: Okay. So, Mr. Minter, where we are now
4 is, he's finished his presentation to support
5 his Motion For Summary Judgment. And so, a
6 motion for summary judgment is only is -- is
7 granted if there is a genuine issue of material
8 fact that means that the case needs to go to
9 trial, so that's the standard for me to assess
10 whether or not summary judgment is appropriate.
11 You understand that?

12 MR. MINTER: (Nods head.)

13 THE COURT: So ---

14 MR. MINTER: Yes, Your Honor.

15 THE COURT: --- what he's saying is there is no
16 genuine issue of material fact and that they
17 should be awarded their foreclosure based on
18 all the information that's in the record and
19 there is no issue as to whether or not they
20 meet the elements to foreclose on the property.
21 The elements to foreclose on a property are
22 very simple, there has to be a mortgage, has to
23 be a debt, and it has to be a default that it
24 hasn't been paid.

25 MR. MINTER: Uh-huh.



1 THE COURT: And if they can prove those things,
2 those are the elements for the case. In order
3 to defeat his Motion For Summary Judgment, you
4 need to be able to present to the Court in a --
5 a material issue of fact that would make that
6 Motion inappropriate, saying that we need to go
7 to trial. You understand?

8 MR. MINTER: Yes, Your Honor.

9 THE COURT: Okay. So I'll -- the Court will hear
10 from you now.

11 RESPONSE:

12 MR. MINTER: All right. So, first, Your Honor, I
13 just wanted to object to the written Motion,
14 lisiting (ph) I was unable to cross-examine --
15 what's their name -- a live witness to bi- --
16 in a written testimony that has not been
17 authenticated by a live witness. The documents
18 submitted into evidence by Plaintiff have not
19 been a- -- what's the name -- have not been
20 validated or authenticated, well, same as I
21 stated previously before.

22 But I'll now read my supplemental
23 affidavit. Okay. Yeah. I am the defen- -- I
24 am Keiven K. Minter, after being duly sworn ---

25 THE COURT: Hold on one second. Let me -- is that



1 something you're reading from that's been filed
2 in the case already?

3 MR. MINTER: Yes, Your Honor.

4 THE COURT: Okay.

5 MR. MINTER: All right.

6 THE COURT: I'm just trying to keep up.

7 MR. MINTER: Not a problem.

8 THE COURT: Okay.

9 MR. MINTER: I, Keiven K. Minter, after being duly
10 sworn, depose and state, I am a Defendant in
11 this action, I am over the age of 18, and I
12 posses personal knowledge of the facts and
13 searches described herein. I have remained a
14 resident in South Carolina. The point of the
15 information and belief that I was absent from
16 the State is contradicted by their own March
17 20th, 2025 search results.

18 Unauthorized signature. I have reviewed
19 the Plaintiff's Notice Of Hearing filed March
20 19, 2026. My name appears typed-in a We-So-
21 Consent signature block. I did not sign this
22 document, nor did I provide digital, verbal, or
23 written authorization for the use of my
24 signature or for the specific language
25 consenting to a final hearing or written



1 testimony.

2 Failure of commencement. I have reviewed
3 the -- the Plaintiff's Affidavit Of
4 Publication. The document confirms that the
5 third and final publication occurred on July
6 4th, 2025. Pursuant to Rule 4(d)(7), South
7 Carolina Rules of Civil Procedure, service by
8 publication is not accomplished until the date
9 of the last publication. Based on the filing
10 date of February 21st, 2025, the 120-day rule
11 -- the 120-day window expired on June 21st,
12 2025. Service was completed 12 days after the
13 legal expiration of this action.

14 Staged failure of service, Rule 4. I have
15 reviewed the Plaintiff's Affidavit Of Non-
16 Service for one -- the 136 Sandpine Circle and
17 6729 Two Notch Road. In both instances, the
18 Plaintiff's process of (ph) server specifically
19 checked no to the question, is the place for
20 service the dwelling house or the usual place
21 of abode?

22 Material res- -- material
23 misrepresentation in petition. I have reviewed
24 the Petition For Publication. Counsel swore to
25 the Court that he attempted service at 138



1 Sandpine Circle. This address appears nowhere
2 else in the record. The Plaintiff attempted
3 service at 136 Sandpine Circle, which the
4 process server admitted was not my abode.
5 Counsel invented the shadow address to
6 manufacture an appearance of diligence where
7 none existed. Counsel further swore that no
8 other address existed, despite the 6729 Two
9 Notch Road affidavit being present in the case
10 record as of March 20th, 2025.

11 Identified disconnect. I have personally
12 compared the certified mortgage and the
13 certified assignment obtained from the Register
14 of Deeds. The mortgage refers to loan
15 identifier 38119041063. The assignment refers
16 to loan identifier 0579082406. These
17 identifiers do not match.

18 Lack of authority. Under 62-8-109(c), I
19 have personally conducted a search of the
20 Richland County Public Index. No power of
21 attorney is recorded in the same manner as the
22 deed for Wendell Boffman (ph), III, or Lucas
23 Bennett. Under South Carolina Code 30-5-30,
24 their signatures on the assignment and
25 affidavit are legally unauthorized and void, as



1 they were executed by agents lacked in or
2 recorded grant of authority.

3 Advocate witness conflict. I have
4 reviewed the Plaintiff's witness statement and
5 paragraph 14 of the Affidavit Of Indebtedness,
6 Exhibit -- this is gonna be Exhibit 5. But it
7 purports to authorize the Plaintiff's law firm
8 to testify as witnesses in this contested
9 matter. (Handing documents to Mr. Blackwell)
10 I'll pass that up to the Judge when you're
11 finished.

12 MR. BLACKWELL: Oh, I'm sorry. I thought this was
13 my copy. I apologize.

14 MR. MINTER: No worries.

15 (Defendant's Exhibit Number 5 was marked for
16 identification purposes at this time.)

17 THE COURT: Was this your only copy of this one, Mr.
18 Minter?

19 MR. MINTER: Yes, Your Honor.

20 THE COURT: Okay.

21 MR. MINTER: Here you go.

22 So you -- oh, this is the Affidavit Of
23 Indebtedness being marked as exhin- --
24 Defendant's Exhibit Number 5?

25 MR. MINTER: (Nods head.)



1 THE COURT: Okay.

2 MR. MINTER: Correct, Your Honor. And, again, as I
3 stated, the Affidavit Of Indebtedness which
4 purports to authorize the Plaintiff's law firm
5 to testify as witnesses in this contested
6 matter. Further to that being said, not ---

7 THE COURT: Do you have any objection to Defendant's
8 Exhibit Number 5?

9 MR. BLACKWELL: No objection, Your Honor.
10 (Defendant's Exhibit Number 5 was entered into
11 evidence at this time.)

12 THE COURT: Okay.

13 MR. MINTER: That's it, Your Honor.

14 THE COURT: That -- are you done?

15 MR. MINTER: Yes, Your Honor.

16 THE COURT: Okay.

17 QUESTIONS BY THE COURT:

18 THE COURT: Okay. Let me follow up on a couple of
19 questions. One, let me clarify something
20 because I've heard it mentioned several times,
21 and I want it to be clear on the record. Mr.
22 Minter, you mentioned, a couple of times, that
23 you didn't consent to having your signature on
24 the Notice Of Hearing for today's hearing?

25 MR. MINTER: Correct, Your Honor.



1 **THE COURT:** Okay. So that -- that's an
2 administrative issue. So, as you all know,
3 this hearing was scheduled for last week. I
4 had an emergency, I had to cancel the hearing
5 and get you all set for a new hearing date. So
6 my office had to work with you all to get a new
7 hearing date that would work for the Court, be
8 expedited, and that -- one that you all could
9 accommodate your schedules, as well. So there
10 is email correspondence with my staff, Ms.
11 Ellison, where both sides have agreed to be
12 here today at this time. So that consent for
13 the Notice Of Hearing for today's time comes
14 from the email correspondence on Thursday,
15 March the 19th, starting at 1:07 p.m., to Mr.
16 Blackwell and to you, Mr. Minter, at your email
17 address, admin@minteradvisorygroup.org, to
18 which my staff's offered today's date at 11:30
19 for the hearing. Mr. Blackwell responded,
20 thank you for letting us know that date.
21 Plaintiffs consent to waive the 10 days and is
22 willing to proceed with the hearing on Friday,
23 March 27th, 2026, at 11:30 a.m. And then a
24 response from you, Mr. Minter, again, from
25 admin@minteradvisorygroup.org, wherein you say,



1 good afternoon, I am in receipt of the Court's
2 email regarding the emergency rescheduling.
3 The Defendant, appearing specially, confirms
4 the receipt of this Notice and agrees to waive
5 the 10-day notice requirement for the new
6 hearing date. I am available for the hearing
7 on Friday, March 27, 2026, at 11:30 a.m., in
8 Courtroom 1. However, for the record, the
9 Defendant notes that all substantive Motions,
10 memoranda, and evidentiary clusters, including
11 the Defendant's objection to Plaintiff's
12 supplemental affidavit filed on March 18, 2026,
13 have already been served and filed. The
14 Defendant requests that the record remain
15 closed as to new evidence so that threshold
16 jurisdictional issues raised in the current
17 filings can be addressed on the 27th. So, Mr.
18 Minter, not only did you agree in me- -- in
19 email to be present at the new hearing date,
20 today at 11:30, and you also agreed to waive
21 the 10-day notice requirement, you also asked
22 that the record be closed, but then just pro-
23 -- proceeded to file documents after you asked
24 that the record be closed, which I'm allowing
25 all documents in, so it's -- that's not an



1 issue. But I say all that to say, the Notice
2 Of Hearing got put out based on this email
3 correspondence, wherein both parties agreed to
4 the near -- new hearing date.

5 MR. MINTER: Your Honor ---

6 THE COURT: So you keep saying that there's a
7 problem with that Notice Of Hearing, and if my
8 staff misunderstood and you were not available
9 for today, I don't see where that's reflected
10 in this -- in this email correspondence.

11 MR. MINTER: Your Honor, my actions weren't
12 reflected as far as what your staff did. The
13 Plaintiff attorney, they submitted the Notice
14 Of Hearing, and here, I have it in my hand.
15 I'll introduce it as Exhibit 6.

16 THE COURT: I've -- I've seen the Notice Of Hearing,
17 and I saw where it has the electronic signature
18 for the Notice Of Hearing for today's date
19 based on this email, but, Mr. Minter, what I'm
20 saying to you and I'm trying to help you
21 understand before we move on to the next thing
22 is that that was not inappropriate based on the
23 email correspondence, for that Notice Of
24 Hearing to reflect the consent of both parties
25 because the email correspondence reflects the



1 consent of both parties. And if we're gonna be
2 technical about it, you have Motions pending
3 before the Court today, too. Plaintiff's
4 counsel is not responsible for noticing hearing
5 for your motions. So if we're gonna be
6 technical about it, it was actually supposed to
7 be a hearing notice for him, and you're
8 supposed to have your own separate hearing
9 notice for your Motions, he's not responsible
10 for your Motions. But because I agreed to hear
11 it all together and, I guess, as a courtesy
12 from him, he noticed all of the Motions, which
13 he was not obligated to do. So I just want to
14 make sure I explain that to you because I know
15 you're representing -- you're pro se, and it
16 seems, in a lot of your things, that you think
17 things happen one way, when that is not
18 actually the way it happens. So I'm trying to
19 give you some leeway because I know you are not
20 an attorney, and I -- and I don't think people
21 should have to have an attorney to be in court,
22 and it's your choice. So you -- you -- your
23 choice is to proceed on -- proceed on your own,
24 but I just want to make sure I explained that,
25 because you've mentioned it a couple of times,



1 and that was not inappropriate for that Notice
2 Of Hearing to come out the way that it did
3 based on this email correspondence, and
4 further, not inappropriate because you didn't
5 notice your own motion hearing.

6 MR. MINTER: Don't ---

7 THE COURT: When I say ---

8 MR. MINTER: --- how co- ---

9 THE COURT: --- you didn't you notice your own
10 motion hearing, you filed a Motion To Dismiss
11 and a Cross-Motion For Summary Judgment.

12 MR. MINTER: Uh-huh.

13 THE COURT: Those are your motions.

14 MR. MINTER: Right.

15 THE COURT: So, technically speaking, he had his
16 Motion For Summary Judgment, and you had two
17 Motions.

18 MR. MINTER: Uh-huh.

19 THE COURT: So I gave you all this hearing date and
20 time. You're supposed to notice your own
21 hearing; he's not required to notice your
22 hearing. He, as a courtesy, noticed the
23 hearing for all of the Motions because I was
24 hearing 'em all at the same date. He didn't
25 have to do that.



1 MR. MINTER: Uh-huh.

2 THE COURT: And further, he didn't have to provide a
3 court reporter. What's supposed to happen is,
4 if it's your motion, you notice your own
5 hearing and you provide your own court
6 reporter. He noticed all the Motions, and he
7 provided the court reporter.

8 MR. MINTER: Your Honor, in the form that I filled
9 out in the Circuit Court I was saying, well, I
10 checked the box as far as for the court
11 reporter to be here. And I also gave them the
12 ---

13 THE COURT: So that -- so this Court does not employ
14 a court reporter. And as you will see at the
15 bottom of all the email correspondence that
16 comes from my staff, including the emails that
17 you respond to, it specifically says, in red
18 writing, the MIE does not employ a court
19 reporter. Court reporters are required for
20 contested cases and/or any matter where there
21 is a possibility of live testimony. The moving
22 party is responsible for obtaining a court
23 repor- -- court -- court -- court reporter.
24 Hearings will be canceled and rescheduled if a
25 court reporter is needed but not secured. Your



1 Motion, you're the moving party, you're ---

2 MR. MINTER: Uh-huh.

3 THE COURT: --- responsible as the moving party to
4 not only notice the hearing for your motion,
5 but to provide the court reporter for your
6 motion. In this case, Plaintiff's Counsel did
7 all of that. So I want to be clear, while
8 you're contesting the fact that that Notice Of
9 Hearing has an electronic signature based on
10 your email correspondence, he was not required
11 to notice your hearing.

12 MR. MINTER: That is true.

13 THE COURT: So I just want to make sure that's
14 cleared up for the record, and then, now, we
15 can move on to the next thing.

16 As far as -- and the loan numbers, you've
17 raised a couple times, and where we are now is
18 establishing if there is, in fact, a material
19 (ph) -- a material issue of fact that would
20 make summary judgement inappropriate and
21 require the Court to set a trial for this --
22 for this foreclosure.

23 MR. MINTER: Okay.

24 THE COURT: So that's where we are, whether or not
25 you have a material issue of fact. You've



1 raised, a couple of times, about the loan
2 numbers between the mortgage and the
3 assignment. I think you had it marked as your
4 ---

5 **MR. MINTER:** If I can remember.

6 **THE COURT:** --- a exhibit ---

7 **MR. MINTER:** Exhibit 3.

8 **THE COURT:** --- a -- Exhibit 3.

9 **MR. MINTER:** Correct.

10 **THE COURT:** Defendant's Exhibit 3.

11 (Defendant's Exhibit Number 3 was referenced at this
12 time.)

13 **THE COURT:** So I'll allow Plaintiff's Counsel to
14 speak to that issue ---

15 **MR. BLACKWELL:** Thank you, Your Honor. On ---

16 **THE COURT:** --- that's been raised.

17 **PLAINTIFF'S RESPONSE TO ISSUE OF LOAN NUMBERS:**

18 **MR. BLACKWELL:** When a loan is originated, it's
19 assigned an account number, and when it's
20 service transfers or it goes to the servicer or
21 even if it's of an entity that's owned by the
22 originator and they begin servicing it, it gets
23 assigned a new account number every time it --
24 it moves along the -- the ownership or the
25 servicing chain. And in this case, Your Honor,



1 this loan was originated in, I believe, 2019,
2 and it was under a successor in inter- -- or
3 excuse me -- a predecessor in interest of
4 Plaintiff. Your Honor, when Plaintiff changed
5 its name or merged with the originating lender,
6 it assigned new loan numbers to all of its
7 loans.

8 **THE COURT:** Okay. And I know that, and I understand
9 that, but I'll just have it explained so we can
10 have a clear record.

11 **MR. BLACKWELL:** Yes, Your Honor.

12 **THE COURT:** So, Mr. Minter, did you understand what
13 he said? You raised the issue -- you're saying
14 in your -- in your claim, that this is a -- an
15 issue, that this case should be dismissed
16 because the loan numbers don't match.

17 **MR. MINTER:** Correct.

18 **THE COURT:** And I underst- -- it -- it seemed to me
19 that you didn't understand the process, but
20 it's not me to say from the Bench, so that's
21 why I said there is an opportunity for you to
22 make a statement and then for them to respond,
23 for them to make a statement and then for you
24 to respond. So he has just responded to your
25 issue with the loan numbers. Do you



1 understand?

2 DEFENDANT'S RESPONSE TO ISSUE OF LOAN NUMBERS:

3 MR. MINTER: I understand it, but I don't agree with
4 it, because there is no power of attorney as
5 far as authorizing the agents to move in a real
6 estate transaction under title th- -- under
7 Title 62 and Title 30.

8 THE COURT: Okay. So, in his Motion For Summary
9 Judgment, he's just made his presentation and
10 responded to a couple of questions from the
11 Court. You responded earlier. Do you have any
12 more responses to his Motion For Summary
13 Judgment before I, then, listen to your Motion
14 For Summary Judgment and allow him to respond?

15 MR. MINTER: (No audible response.)

16 THE COURT: You had a Cross-Motion For Summary
17 Judgment, correct?

18 MR. MINTER: Yes, Your Honor.

19 THE COURT: Okay. So, if you don't have any more
20 responses to his Motion For Summary Judgment,
21 I'll now hear from you on your Cross-Motion For
22 Summary Judgment.

23 MR. MINTER: Okay.

24 THE COURT: Are you ready to proceed in that matter?

25 MR. MINTER: Give me one second, Your Honor.



1 THE COURT: Okay. It was the Motion that you filed
2 on March the 11th, 2026.

3 MR. MINTER: Yes, Your Honor.

4 THE COURT: Okay.

5 DEFENDANT'S CROSS-MOTION FOR SUMMARY JUDGMENT:

6 MR. MINTER: All right. What's the name? So, as
7 far as the Cross-Motion ---

8 THE COURT: Uh-huh.

9 MR. MINTER: --- just going back to the failure of
10 commencement, the 120-day expiration, Rule 3,
11 South Carolina Rules of Civil Procedure. This
12 action was filed on February 21st, 2025. The
13 mandatory 120-day minimum window for service
14 under Rule 3 expired on June 21st, 2025. The
15 Plaintiff's affidavit of publication proves the
16 third and final publication did not occur until
17 July 4th, 2025. Under Rule 47, service by
18 publication is only complete on the last day of
19 publication. Conclusion, service was
20 accomplished 12 days after the the legal
21 expiration of the action. And the Court lacks
22 subject matter jurisdiction pursuant to Rule
23 12(h)(3).

24 And inadmissible evidence. The note, the
25 mortgage assignment, the ledger, and Title 37



1 notice all are totally redacted. Under South
2 Carolina Rules of Civil Procedures, Rule
3 41.283, the last four digits -- what's the name
4 -- pertaining to loan identifiers must be
5 exposed, so this evidence is inadmissible. The
6 Plaintiff's evidence -- what's the name -- all
7 key documents contained fully redacted loan
8 identifiers in violation of Rule 41.283, and
9 because the identifiers are redacted, the
10 documents cannot be authenticated under Rule
11 901 and satisfy the Best Evidence Rule of Rule
12 1002 of the South Carolina Rules of Evidence.

13 That's -- Your ---

14 THE COURT: Is that ---

15 MR. MINTER: --- Honor.

16 THE COURT: --- ending your presentation?

17 MR. MINTER: Yes, Your Honor.

18 THE COURT: Okay.

19 Plaintiff's Counsel, you got a response?

20 And please speak to ea- -- to each issue.

21 MR. BLACKWELL: Yes, Your Honor.

22 RESPONSE:

23 MR. BLACKWELL: I think we -- we've covered subject
24 matter jurisdiction, Your Honor. But to
25 reiterate, subject matter jurisdiction refers



1 to the Court's power to hear and determine
2 cases of general class to which the proceeding
3 in question belong. There is no doubt that
4 this Court has subject matter jurisdiction over
5 this case. The South Carolina Circuit Courts
6 are vested with original jurisdiction in civil
7 and criminal cases, and there are specific
8 procedural rules, as well as statutory rules,
9 that -- that grant this Court -- in particular,
10 the Master In Equity -- authority to hear this
11 case.

12 The Defendant also challenges, again,
13 whether or not the Plaintiff commenced its
14 action within 120 da- -- or -- excuse me --
15 served its action within 120 days of the
16 complaint's filing date. There is no question
17 that we began service by publication within
18 that 120-day mark, and that requires three
19 consecutive weeks of publishing in the
20 newspaper. As this Court knows, we attempted
21 service with the Affidavits Of Non-Service.

22 (Defendant's Exhibit Number 3 was referenced at this
23 time.)

24 MR. BLACKWELL: We were unable to locate him, and
25 so, we were -- Plaintiff was forced to proceed



1 with service by publication. The beginning
2 date, again, for that service by publication
3 was on June 20th, which was within the 120 days
4 of the filing of Plaintiff's complaint, which
5 was filed on February 21st, 2025.

6 Your Honor, he -- Mr. Minter challenges
7 Plaintiff's affidavit, as well as makes some
8 challenges to the assignment of mortgage that
9 was recorded and Plaintiff's Affidavit Of
10 Indebtedness.

11 (Defendant's Exhibit Number 5 was referenced at this
12 time.)

13 MR. BLACKWELL: And he references the Power Of
14 Attorney Statute under South Carolina law.
15 That's required in a real estate transaction,
16 Your Honor, and it says that there has to be a
17 power of attorney for an agent who's acting on
18 another's behalf. The assignment of mortgage
19 was assigned by an officer or an employee of
20 Mortgage Electronic Registration Systems and
21 had authority to sign that document on behalf
22 of the company and, therefore, executed it.
23 There's no power of attorney necessary in that
24 situation. And the same thing applies to
25 Plaintiff's Affidavit Of Indebtedness, it was



1 executed by an officer or an employee who is
2 authorized to execute those documents on
3 Plaintiff's behalf and is employed by
4 Plaintiff.

5 As it relates to the redactions of the
6 Exhibits that were submitted, we're required to
7 do that, we -- we are -- under the South
8 Carolina Rules of Civil Procedure, any personal
9 identifying information has to be redacted, and
10 therefore, we redacted our exhibits to make
11 sure that nobody could look at those exhibits
12 and located Mr. Minter's account with our
13 client. That's his information, it's personal,
14 and we're not allowed to file that in the
15 public record. In fact, the Clerk will reject
16 it if we don't.

17 And, again, I'd like to circle back to
18 Rule 803, Subsection (6), of the South Carolina
19 Rules of Evidence, which state that any
20 business records that have been attested to or
21 verified in an affidavit by a party are
22 admissible before this Court. The -- the
23 Plaintiff is not required to present original
24 documents.

25 THE COURT: Okay. And to go back to the Rule 3



1 argument, Mr. Minter had -- seems to have a
2 issue with the last date of publication, not
3 when you initiated publication, so -- is -- is
4 that correct, Mr. Minter?

5 MR. MINTER: That's correct.

6 THE COURT: Am I restating that right?

7 MR. MINTER: Yes, Your Honor.

8 THE COURT: Okay. And I don't -- I'm -- and I'm
9 doing that for the purpose of not having any
10 issue missed, any argument missed in these
11 proceedings, 'cause there is a lot going on.
12 So, to that -- to that issue of the last date
13 of publication, which is the argument Mr.
14 Minter is raising.

15 MR. BLACKWELL: Yes, Your Honor. So, again,
16 Plaintiff attempted service several times,
17 which are evidenced by the Affidavits Of Non-
18 Service that were filed in this action.
19 Plaintiff attempted several services at the
20 property address on various dates, beginning on
21 February 27th, 2025 through March 8th, 2025,
22 and they -- and Plaintiff was unable -- or
23 Plaintiff's process server was unable to serve
24 the Defendant personally. Again, Your Honor,
25 Plaintiff had one other address, which appears



1 to be a virtual mailbox for the Defendant,
2 where we attempted service on February 25th,
3 2025 and were unsuccessful there. Plaintiff
4 petitioned this Court for an order for service
5 by publication on May 27th, 2025, and that
6 order was granted -- or that petition was
7 granted by this Court by an order of
8 publication on June 2nd, 2025. And Plaintiff
9 commenced its publica- -- service by
10 publication on June 20th, and that ran for June
11 27th and, again, for July 4th, 2025. That is
12 when service is completed. However, Plaintiff
13 commenced its service by publication within the
14 120 days of the filing of Plaintiff's
15 complaint, and therefore, Plaintiff's service
16 by publication is proper.

17 And this Court has jurisdiction over this
18 matter and over Mr. Minter, personally. And,
19 again, Your Honor, Mr. Minter has made an
20 appearance before this Court through various
21 filings, and that alone is sufficient for this
22 Court to have jurisdiction over his person.
23 And there is no prejudice to Mr. Minter when
24 he's had a fair opportunity to litigate this
25 case.



1 THE COURT: Okay. Hold on. Let me refer back to my
2 notes to make sure I didn't miss anything
3 before we wrap this thing up.

4 RULING ON THE COMPETING MOTIONS FOR SUMMARY JUDGMENT:

5 THE COURT: Okay. So, in the competing Motions For
6 Summary Judgment, the Court grants the
7 Plaintiff's Motion For Summary Judgment and
8 den- -- denies Defendant's Motion For Summary
9 Judgment.

10 And I thought I saw another motion, but
11 that wasn't -- okay. So, just so we have a
12 clear record, I did see another motion. There
13 was another Motion To Dismiss for lack of
14 jurisdiction and -- slash -- Defendant's
15 objection filed on March 20, 2026, but I think
16 -- oh, okay. This wasn't -- this -- I thought
17 I saw another one. This is the one, at the
18 beginning of the hearing today, I said that
19 there were two Motions To Dismiss filed by Mr.
20 Minter and that he could use the time for the
21 first Motion To Dismiss -- that he could raise
22 any arguments to support both of his Motions To
23 Dismiss. I just forgot to mark that one out.

24 Okay. So I've heard arguments on all the
25 Motions at this point. And to be clear, I



1 denied Defendant's Motion To Dismiss, and I
2 granted Plaintiff's Motion For Summary Judgment
3 and denied Defendant's Cross-Motion For Summary
4 Judgment.

5 CONCLUDING MATTERS:

6 **THE COURT:** Let's get a proposed order for review to
7 Fristella Cornelius. Give me the proposed
8 order within the next two weeks and make sure
9 Mr. Minter is copied. Mr. Minter's email
10 address is admin@minter- -- I-M-N-T-E-R [sic] -
11 - -advisory-group-dot-O-R-G.

12 And for a notice of sale, I don't think --
13 it probably won't be finalized in -- you have
14 -- do June.

15 **MR. BLACKWELL:** Your Honor, that's the proposed
16 notice ---

17 **THE COURT:** Okay.

18 **MR. BLACKWELL:** --- of sale I have ---

19 **THE COURT:** So ---

20 **MR. BLACKWELL:** --- Your Honor.

21 **THE COURT:** --- this will be for a June sale. Okay.

22 **MR. BLACKWELL:** And Your Honor, I don't know if I
23 made this clear in my original presentation,
24 but Plaintiff is waiving deficiency in this ---

25 **THE COURT:** Okay.



1 MR. BLACKWELL: --- matter.

2 THE COURT: And it wasn't. I was just -- actually,
3 just about to ask that. Okay.

4 So, Mr. Minter, what that means is, I
5 ordered in favor of the Plaintiff on Summary
6 Judgment, so it's an order of foreclosure and
7 sale. This will be set for a June 2026 sale.
8 The sale date in June is Monday, June 1st.
9 Sale happens at noon in this courtroom. They
10 are not demanding deficiency, which means, if
11 the property sells for less than what the
12 mortgage or the money owed is, they are not
13 coming after you personally for -- for
14 remainder.

15 And that's the order of the Court. Thank
16 you both for your time.

17 MR. BLACKWELL: Thank you, Your Honor.

18 THE COURT: Thank you, Madam Court Reporter.

19 (There being nothing further, the hearing concluded
20 at 12:36 p.m.)
21
22
23
24
25



CERTIFICATE

This is to certify that the within hearing consisting of sixty-four (64) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on April 1, 2026.



Mary Cooper Joy
Court Reporter

Notary Public for South Carolina
My Commission Expires: December 5, 2032



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / contact@creelreporting.com

Exhibit B:

Email Correspondence, January 20 through March 20, 2026 (scheduling chain, hearing notice, and Defendant's objection to the placement of his name on a court filing he did not sign).



Kelven Minter <admin@minteradvisorygroup.org>

RE: Request to Schedule | 2025CP4001229 | NewRez LLC vs. Minter, et al | BCPG 25-40653

7 messages

Austin Blackwell <ablackwell@belcarrington.com>

Thu, Jan 22, 2026 at 10:44 AM

To: DELORIS ELLISON <ELLISON.DELORIS@richlandcountysc.gov>, "admin@minteradvisorygroup.org"

<admin@minteradvisorygroup.org>

Cc: Mynahgi Hart <mhart@belcarrington.com>

Good morning Mr. Minter,

Please see the email chain below regarding scheduling a hearing where all motions will be heard for the foreclosure action. The hearing will be held on **March 19, 2026 at 3:30pm at 2500 Decker Boulevard, Courtroom 1, Columbia, SC 29206**. We will send a written notice to you in the mail of the hearing date, time, and location as well.

With kind regards,

Austin Blackwell, Esq.

Associate Attorney

Bell Carrington Price & Gregg

339 Heyward Street, 2nd Floor

Columbia, SC 29201

(803) 509-5078

**BELL CARRINGTON PRICE & GREGG****ATTORNEYS AT LAW**

****This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.**

From: DELORIS ELLISON <ELLISON.DELORIS@richlandcountysc.gov>**Sent:** Thursday, January 22, 2026 10:26 AM**To:** Austin Blackwell <ablackwell@belcarrington.com>

Cc: Mynahgi Hart <mhart@belcarrington.com>

Subject: RE: Request to Schedule | 2025CP4001229 | NewRez LLC vs. Minter, et al | BCPG 25-40653

I do not have an email for Minter.

Sincerely,

Deloris B. Ellison

Court Scheduler

Richland County Master In Equity

2500 Decker Blvd.

Courtroom 1

Columbia, SC 29206

P 803.576.1901 F 803.576.1865

Email: ellison.deloris@richlandcountysc.gov



Please e-file the notice of hearing/status conference/RTSC along with your certificate of service/mailling (personal service required for any RTSC and writs of assistance) at least **10 days** prior to the hearing. Hearings will be cancelled and rescheduled if the notice is not served and filed within the timeframe. Send notice to attorneys of record and pro se defendants unless otherwise instructed by the Court. Hearing documents must be filed at least 48 hours prior to the scheduled hearing. Call the office @ 803.576.1900 and/or fax all cancellations to 803.576.1865

The MIE does not employ a court reporter. Court reporters are required for contested cases and/or any matter where there is a possibility of live testimony. The moving party is responsible for obtaining the court reporter. Hearings will be cancelled and rescheduled if a court reporter is needed but not secured.

From: DELORIS ELLISON

Sent: Thursday, January 22, 2026 10:25 AM

To: 'Austin Blackwell' <ablackwell@belcarrington.com>

Cc: Mynahgi Hart <mhart@belcarrington.com>

Subject: RE: Request to Schedule | 2025CP4001229 | NewRez LLC vs. Minter, et al | BCPG 25-40653

Good morning,

Happy New Year! The next available date and time will be on Thursday, March 19, 2026 @ 3:30 pm in courtroom 1

Please confirm the receipt of this email

Sincerely,

Deloris B. Ellison

Court Scheduler

Richland County Master In Equity

2500 Decker Blvd.

Courtroom 1

Columbia, SC 29206

P 803.576.1901 F 803.576.1865

Email: ellison.deloris@richlandcountysc.gov



Please e-file the notice of hearing/status conference/RTSC along with your certificate of service/mailling (personal service required for any RTSC and writs of assistance) at least **10 days** prior to the hearing. Hearings will be cancelled and rescheduled if the notice is not served and filed within the timeframe. Send notice to attorneys of record and pro se defendants unless otherwise instructed by the Court. Hearing documents must be filed at least 48 hours prior to the scheduled hearing. Call the office @ 803.576.1900 and/or fax all cancellations to 803.576.1865

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From: Austin Blackwell <ablackwell@bellcarrington.com>
Sent: Tuesday, January 20, 2026 1:53 PM
To: DELORIS ELLISON <ELLISON.DELORIS@richlandcountysc.gov>
Cc: Mynahgi Hart <mhart@bellcarrington.com>
Subject: Request to Schedule | 2025CP4001229 | NewRez LLC vs. Minter, et al | BCPG 25-40653

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Deloris,

I hope you have been well, and the new year is off to a great start. We need to schedule a hearing for the above referenced matter on the next available contested hearing roster. We do not have Mr. Minter's email address to include him on this email to check his availability. Feel free to add him if you have it. Could you provide us with hearing dates and times when the court is available to hear our case?

With kind regards,

Austin Blackwell, Esq.

Associate Attorney

Bell Carrington Price & Gregg

339 Hayward Street, 2nd Floor

Columbia, SC 29201

(803) 509-5078



BELL CARRINGTON PRICE & GREGG
ATTORNEYS AT LAW

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Kelven Minter <admin@minteradvisorygroup.org>
To: Austin Blackwell <ablackwell@bellcarrington.com>
Cc: DELORIS ELLISON <ELLISON.DELORIS@richlandcountysc.gov>, Mynahgi Hart <mhart@bellcarrington.com>

Mon, Jan 26, 2026 at 9:10 PM

Subject: RE: Request to Schedule | 2025CP4001229 | NewRez LLC vs. Minter, et al

Ms. Ellison and Mr. Blackwell,

Thank you for the scheduling notification. I confirm my attendance for the Motions Hearing on March 19, 2026, at 3:30 PM.

I am appearing Specially to address my pending Motions to Dismiss and my Objection to Referral. I will ensure that all supplemental memoranda and exhibits are filed and served at least 48 hours prior to the hearing to assist the Court in its review.

Regards,

**Kelven K. Minter
Defendant, Pro Se (Special Appearance)**

[Quoted text hidden]

DELORIS ELLISON <ELLISON.DELORIS@richlandcountysc.gov>

Thu, Mar 19, 2026 at 12:40 PM

**To: Keiven Minter <admin@minteradvisorygroup.org>, Austin Blackwell <ablackwell@bellcarrington.com>
Cc: Mynahgi Hart <mhart@bellcarrington.com>**

Good afternoon All,

Sorry for the inconvenience this may cause but our court needs to rescheduled all hearings for this evening due to an emergency. Will you all be willing to waive the 10 days? If so, Friday, March 27, 2026 @ 11:30 am in courtroom 1.

All parties please confirm the receipt of this email

Sincerely,

Deloris B. Ellison

Court Scheduler

Richland County Master In Equity

2500 Decker Blvd.

Courtroom 1

Columbia, SC 29206

P 803.576.1901 F 803.576.1865

Email: ellison.deloris@richlandcountysc.gov



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[Quoted text hidden]

Austin Blackwell <ablackwell@belcarrington.com>

Thu, Mar 19, 2026 at 12:56 PM

To: DELORIS ELLISON <ELLISON.DELORIS@richlandcountysc.gov>, Kelven Minter <admin@minteradvisorygroup.org>

Cc: Mynahgi Hart <mhart@belcarrington.com>

Good afternoon Deloris,

Thank you for letting us know. Plaintiff consents to waiving the 10 days and is willing to proceed with hearing on Friday, March 27, 2026 at 11:30am.

[Quoted text hidden]

Kelven Minter <admin@minteradvisorygroup.org>

Thu, Mar 19, 2026 at 1:07 PM

To: Austin Blackwell <ablackwell@belcarrington.com>

Cc: DELORIS ELLISON <ELLISON.DELORIS@richlandcountysc.gov>, Mynahgi Hart <mhart@belcarrington.com>

Good afternoon,
am in receipt of the Court's email regarding the emergency rescheduling.

The Defendant, appearing Specially, confirms the receipt of this notice and agrees to waive the 10-day notice requirement for the new hearing date. I am available for the hearing on Friday, March 27, 2026, at 11:30 AM in Courtroom 1.

However, for the record, the Defendant notes that all substantive motions, memoranda, and evidentiary clusters—including the Defendant's Objection to Plaintiff's Supplemental Affidavit filed

4/24/26, 2:35 AM

Minter Advisory Group, LLC Mail - RE: Request to Schedule | 2025CP4001229 | NewRez LLC vs. Minter, et al | BCPG 25-40653

on March 18, 2026—have already been served and filed. The Defendant requests that the record remain closed as to new evidence so that the threshold jurisdictional issues raised in the current filings can be addressed on the 27th.

Respectfully,

Keiven K. Minter
Defendant, Pro Se (Special Appearance)
[Quoted text hidden]

Mynahgi Hart <mhart@bellcarrington.com>

Thu, Mar 19, 2026 at 2:49 PM

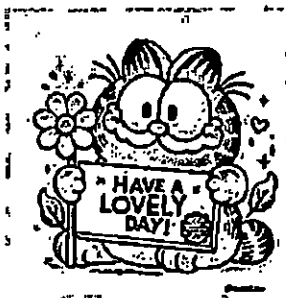
To: Keiven Minter <admin@minteradvisorygroup.org>

Cc: DELORIS ELLISON <ELLISON.DELORIS@richlandcountysc.gov>, Austin Blackwell <ablackwell@bellcarrington.com>

Good Afternoon Mr. Minter:

Please see the attached Notice of Hearing. We have indicated your consent to moving the hearing date upon request of the court and will have this notice submitted for filing.

Thank you!



Mynahgi Hart (she/her)

Paralegal

Bell Carrington Price & Gregg

339 Heyward Street, 2nd Floor

Columbia, SC 29201

Phone: 803-509-5078

Fax: 803-701-9145

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[Quoted text hidden]

 **NOH 25-40653 Minter 2.pdf**
185K

Keiven Minter <admin@minteradvisorygroup.org>

Fri, Mar 20, 2026 at 1:46 PM

To: Mynahgi Hart <mhart@belcarrington.com>

Cc: DELORIS ELLISON <ELLISON.DELORIS@richlandcountysc.gov>, Austin Blackwell <ablackwell@belcarrington.com>

Good afternoon,

I am in receipt of the Notice of Hearing (NOH) filed by Plaintiff's counsel on March 19, 2026.

Please be advised that I did not sign or authorize the use of my name in the 'WE SO CONSENT' block of this filing. My consent was limited to the date and time of the rescheduled hearing only. I do not consent to the characterization of the hearing as 'Final' or to the waiver of live testimony under § 14-11-110.

I have filed a formal Objection today addressed to these procedural inconsistencies.

Respectfully,

Keiven K. Minter
Defendant, Pro Se

[Quoted text hidden]

Exhibit C:

Email Correspondence, April 9–13, 2026 (submission of proposed order; Court staff's response; Defendant's follow-up).



Keiven Minter <admin@minteradvisorygroup.org>

Proposed Order | 2025CP4001229 | NewRez LLC vs. Minter, et al | BCPG 25-40653

3 messages

Austin Blackwell <ablackwell@belcarrington.com>

Thu, Apr 9, 2026 at 1:31 PM

To: "cornelius.fristella@richlandcountysc.gov" <cornelius.fristella@richlandcountysc.gov>, DELORIS ELLISON

<ellison.deloris@richlandcountysc.gov>, Keiven Minter <admin@minteradvisorygroup.org>

Cc: Mynahgi Hart <mhart@belcarrington.com>

Good afternoon Fristella and Deloris,

As requested by Judge Lawrence at the March 27, 2026 hearing, please see the attached proposed order for the court's review. Please let us know if the court has any requested revisions or additions. If no revisions or additions are needed, please let us know if we should upload it to the court's e-filing portal.

With kind regards,

Austin Blackwell, Esq.

Associate Attorney

Bell Carrington Price & Gregg

339 Heyward Street, 2nd Floor

Columbia, SC 29201

(803) 509-5078

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FC Order Form 4 _ 25-40653 Minter Revised AHB Edits.docx
52K

FRISTELLA CORNELIUS <CORNELIUS.FRISTELLA@richlandcountysc.gov>

Thu, Apr 9, 2026 at 1:33 PM

4/24/26, 2:42 AM

Minter Advisory Group, LLC Mail - Proposed Order | 2025CP4001229 | NewRez LLC vs. Minter, et al | BCPG 25-40653

To: Austin Blackwell <ablackwell@belcarrington.com>, DELORIS ELLISON <ELLISON.DELORIS@richlandcountysc.gov>, Keiven Minter <admin@minteradvisorygroup.org>
Cc: Mynahgi Hart <mhart@belcarrington.com>

I have submitted to the Judge.

Best regards,

Fristella Cornelius

Richland County Master-In-Equity

P 803-576-1905 F 803-576-1865

Cornelius.fristella@richlandcountysc.gov

2500 Decker Blvd.

Courtroom1

Columbia, SC 29206



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From: Austin Blackwell <ablackwell@belcarrington.com>

Sent: Thursday, April 9, 2026 1:32 PM

To: FRISTELLA CORNELIUS <CORNELIUS.FRISTELLA@richlandcountysc.gov>; DELORIS ELLISON <ELLISON.DELORIS@richlandcountysc.gov>; Kelven Minter <admin@minteradvisorygroup.org>

Cc: Mynahgi Hart <mhart@belcarrington.com>

Subject: Proposed Order | 2025CP4001229 | NewRez LLC vs. Minter, et al | BCPG 25-40653

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4/24/26, 2:42 AM

Minter Advisory Group, LLC Mail - Proposed Order | 2025CP4001229 | NewRez LLC vs. Minter, et al | BCPG 25-40653

recognize the sender and know the content is safe.

[Quoted text hidden]

Keiven Minter <admin@minteradvisorygroup.org>

Mon, Apr 13, 2026 at 8:00 AM

To: FRISTELLA CORNELIUS <CORNELIUS.FRISTELLA@richlandcountysc.gov>

Cc: Austin Blackwell <ablackwell@bellcarrington.com>, DELORIS ELLISON <ELLISON.DELORIS@richlandcountysc.gov>, Mynahgi Hart <mhart@bellcarrington.com>

Subject: Re: Proposed Order | 2025CP4001229 | NewRez LLC vs. Minter, et al | BCPG 25-40653

Good morning,

Thank you for circulating the proposed order. For clarity of communication, I wanted to note that I have already submitted my limited objections to the proposed order in a separate email sent on Friday, April 10, 2026 at 11:34 AM, addressed to all recipients included here.

I am only sending this brief note in the original thread to ensure the Court has a complete and consistent record of communications regarding the proposed order.

Respectfully,
Keiven K. Minter
Defendant, appearing specially
[Quoted text hidden]

Exhibit D:

Plaintiff's Proposed Order as submitted April 9, 2026.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

NewRez LLC d/b/a Shellpoint Mortgage Servicing,

Plaintiff,

vs.

Keiven K. Minter, Palmetto Citizens Federal Credit
Union; Hidden Pines Homeowners Association,
Inc.,

Defendant(s).

BCP No.: 25-40653

IN THE COURT OF COMMON PLEAS

C/A No.: 2025-CP-40-01229

**ORDER DENYING DEFENDANT KEIVEN K.
MINTER'S RULE 12 MOTIONS AND CROSS-MOTION
FOR SUMMARY JUDGMENT, AND
ORDER GRANTING PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT FOR JUDGMENT OF
FORECLOSURE AND SALE**

(Deficiency Judgment Waived)

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision shall be directly to the South Carolina Court of Appeals. Pursuant to the said reference, a hearing was held on March 27, 2026 on all motions, and from the testimony and evidence, I find and conclude as follows:

PROCEDURAL HISTORY

1. In this action, Defendant Keiven K. Minter ("*Defendant*") has made an appearance in this action by virtue of various filings. Defendant filed documents entitled "Filing/Filings from Defendant" on June 16, 2025; a Notice of Special Appearance & Jurisdictional Challenge on July 25, 2025; a Motion to Dismiss Lis Pendens, Strike Foreclosure Action, and Dismiss for Lack of Standing on July 30, 2025; an Administrative Notice of Defective Filings, Jurisdictional Objection, and Annexed Evidence on September 10, 2025; and an Omnibus Motion to Dismiss Pursuant to Rules 3, 11, 12, & 41 (Special Appearance) on January 14, 2026.
2. In response to Defendant's filings, Plaintiff filed its Notice of Motion and Motion for Summary Judgment on March 4, 2025. In support of its motion, Plaintiff filed its Memorandum in Support of Summary Judgment, its Affidavit of Indebtedness, its verified business records attached as Exhibits A through E to its Affidavit of Indebtedness, and its Affidavit of Attorney's Fees and Costs attached as Exhibit F to its Affidavit of Indebtedness, pursuant to Rule 56 of the South

Carolina Rules of Civil Procedure (“*SCRCP*”). Subsequently, Plaintiff filed its Supplemental Affidavit of Attorney’s Fees and Costs on March 17, 2026.

3. In opposition to Plaintiff’s motion for summary judgment, Defendant filed a Notice of Motion and Defendant’s Cross-Motion for Summary Judgment and Motion to Strike on March 11, 2026. In support of his motions, Defendant filed Defendant’s Memorandum of Law in Support of Cross-Motion for Summary Judgment, Affidavit of Keiven K. Minter, and Defendant’s Notice of Supplemental Evidence. After the filing of Plaintiff’s Supplemental Affidavit of Attorney’s Fees and Costs, Defendant filed Defendant’s Objection to Plaintiff’s Supplemental Affidavit for Fees and Costs and Defendant’s Supplemental Evidence Supporting Objection to Plaintiff’s Affidavit on March 18, 2026.
4. This matter came to hearing after the filing of Plaintiff’s Notice of Motion and Motion for Summary Judgment on March 4, 2025. At the court’s request, the hearing on all motions originally scheduled for March 19, 2026 was rescheduled to March 27, 2026 with the consent of Plaintiff, by and through its counsel, and Defendant Keiven K. Minter. Plaintiff, by and through its counsel, filed a Notice of Hearing to evidence the parties’ consent to the rescheduled hearing. In response, Defendant filed Defendant’s Objection to Plaintiff’s Notice of Hearing and Motion to Dismiss for Lack of Jurisdiction, Notice of Defendant’s Supplemental Evidence Supporting Objection and Dismissal, Notice of Supplemental Evidence in Support of Motion to Dismiss, Defendant’s Memorandum of Law in Support of Motion to Dismiss for Lack of Jurisdiction, and Supplemental Affidavit of Keiven K. Minter.

FINDINGS OF FACT ON DEFENDANT’S RULE 12 MOTIONS

5. “Subject matter jurisdiction refers to the court’s power to hear and determine cases of the general class to which the proceeding in question belong.” *Bardeen Props., NV v. Eldolon Corp.*, 326 S.C. 166, 169, 485 S.E.2d 371, 372 (1997) (*Citing Dove v. Gold Kist*, 314 S.C. 235, 442 S.E.2d 598 and *Watson v. Watson*, 319 S.C. 92, 460 S.E.2d 394 (1995)). The jurisdiction of a court over the subject matter of a proceeding is determined by the Constitution and the laws of the state. *Duckett v.*

Goforth, 374 S.C. 446, 456, 649 S.E.2d 72, 77 (Cl. App. 2007). South Carolina circuit courts are vested with original jurisdiction in civil and criminal cases, except those cases in which exclusive jurisdiction shall be given to inferior courts and shall have such appellate jurisdiction as provided by law. *S.C. Const. Art. V, §11*. “In determining whether the Legislature has given another entity exclusive jurisdiction over a case, a court must look to the relevant statute.” *Dema v. Tenent Physician Servs.—Hilton Head, Inc.*, 383 S.C. 115, 121, 678 S.E.2d 430, 433 (2009). This Court has original jurisdiction, and specific circumstances where a Court could be stripped of its original jurisdiction do not exist. Based on these considerations, I find that this Court has subject matter jurisdiction over this matter. Thus, dismissal of Plaintiff’s foreclosure under Rule 12 for a lack of subject matter jurisdiction is improper, and accordingly, Defendant’s motion is denied.

6. An order for service by publication may be issued pursuant to §15-9-710 of South Carolina Code of Laws (Ann. 1976) when an affidavit, satisfactory to the issuing officer is made stating that the defendant, a resident of the state, cannot, after the exercise of due diligence, be found, and that a cause of action exists against him or that he is a proper party to an action relating to real property in this state. *South Carolina Code (Ann. 1976) §15-9-710(c)*. The South Carolina Supreme Court has repeatedly held that “[Section 10-451, now Section 15-9-710] does not specify the character of the facts and circumstances which must be stated in the affidavit or the quantity of the evidence necessary to satisfy the officer, before ordering publication. It simply requires that it must appear by affidavit to his satisfaction.” *Dow v. Bolden*, 245 S.C. 321, 140 S.E.2d 473, 477 (1965) (quoting *Yates v. Gridley*, 16 S.C. 496). “Where a party contests the validity of an order of publication based on a lack of diligence in attempting to locate the party, this court has held that the trial court is ‘without authority to overrule the finding of the clerk of court’” *Montgomery v. Mullins*, 325 S.C. 500, 505-06, 480 S.E.2d 467, 470 (Cl. App. 1997). “In the absence of fraud or collusion, the decision of the officer ordering service by publication is final.” *Id.* at 506, 480 S.E.2d at 470. If affidavits requesting service by publication are facially defective and do not comply with the publication statute, then the affidavit will not be sustained even in the absence of fraud or collusion.

Caldwell v. Wiquist, 402 S.C. 565, 571-72, 741 S.E.2d 583, 586-87 (Ct. App. 2013). Plaintiff's affidavits of non-service and petition for an order of service by publication make it clear that Plaintiff's petition contained an error or untrue statement, but that the process server's affidavits reflect due diligence to serve Defendant personally. Moreover, Defendant made his first appearance in this action by filing documents with this Court on June 16, 2025, which was within the thirty-day answer period after Plaintiff's completion of service by publication on July 4, 2025, and Plaintiff has not held Defendant in default. Plaintiff has complied with the publication statute because Plaintiff's search was conducted on the correct defendant and Plaintiff's petition states that Defendant could not be found in this state. Plaintiff performed a skip trace search to attempt to locate Defendant and attempted service at those locations, which were ultimately unsuccessful. Furthermore, Plaintiff obtained its order for service by publication on June 2, 2025 and commenced service by publication on June 20, 2025 within one hundred twenty (120) days required under Rule 3(a)(2), SCRPC. In light of the foregoing, I find that Plaintiff commenced service by publication within the one hundred twenty (120) days required under Rule 3(a)(2), SCRPC, that service was properly effected on Defendant by publication, and that Defendant has been afforded a full and fair opportunity to litigate this matter. Therefore, Defendant's motions under Rule 12 are denied.

7. "In considering a motion to dismiss pursuant to Rule 12(b)(6), SCRPC, the circuit court must base its ruling solely upon the allegations set forth on the face of the complaint." *Charleston County Sch. Dist. V. Harrell*, 393 S.C. 552, 557, 713 S.E.2d 604, 607 (2011) (*Citing Doe v. Greenville County Sch. Dist.*, 375 S.C. 63, 66-67, 651 S.E.2d 305, 307 (2007)). "The motion may not be sustained if the facts alleged in the complaint and the inferences drawn therefrom would entitle the plaintiff to relief under any theory. *Id.* '[P]leadings in a case should be construed liberally and the Court must presume all well pled facts to be true so that substantial justice is done between the parties.'" *Charleston County Sch. Dist. V. Harrell*, 393 S.C. 552, 557, 713 S.E.2d 604, 607 (2011) (*Citing Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005) (*Citing Stroud v. Riddle*, 260 S.C. 99, 102, 194 S.E.2d 235, 237 (1973))). Plaintiff's sole cause of action is

for foreclosure of its Subject Mortgage. Plaintiff has alleged the existence of its Note and Subject Mortgage securing real property. Plaintiff has also alleged a breach of its Note and Subject Mortgage and damages resulting from Defendant's breach of their obligations. Taken as true, the allegations form a sufficient basis for a foreclosure cause of action. Based upon these considerations, I find that dismissal under Rule 12 of Plaintiff's foreclosure cause of action is not appropriate, and consequently, Defendant's motion under Rule 12 is denied.

8. In order to have standing to bring a foreclosure action, Plaintiff must be the real party in interest. "Every action shall be prosecuted in the name of the real party in interest." *Rule 17, SCRPC*. I find that Plaintiff has established its burden in proving that it has the capacity to sue or bring this action, is the real party in interest, and has standing to bring this action because Plaintiff is the holder of the Note and the Mortgage. Plaintiff has produced the Note, Subject Mortgage, and Assignment showing Plaintiff as the noteholder and the mortgagee of record. Therefore, Defendant's motion under Rule 12 is denied.

**FINDINGS OF FACT ON PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND
DEFENDANT'S CROSS-MOTION FOR SUMMARY JUDGMENT**

9. The Lis Pendens was filed on or about February 21, 2025.
10. The Summons and Complaint were filed on or about February 21, 2025.
11. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.
12. 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 *aka* Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
13. A motion for summary judgment is appropriate only when it is clear there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. *Shumpert v. Time Insurance Co.*, 328 S.C. 574, 493 S.E.2d 111 (Cl. App. 1997). In ruling on a motion for summary judgment, the trial court must view the evidence and all inferences which can be reasonably drawn

therefrom in the light most favorable to the non-moving party. *Id.* Under Rule 56(c) of the South Carolina Rules of Civil Procedure, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Once the moving party meets its initial burden, the non-moving party must come forward with specific facts showing there is a genuine issue for trial. *Boone v. Sunbelt Newspaper, Inc.*, 347 S.C. 571, 556 S.E.2d 732 (Ct. App. 2001). The court in *Bennett v. Investors Title Ins. Co.* summarized the rule for burden of proof in summary judgment actions:

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. The moving party may discharge the burden of demonstrating the absence of genuine issue of material fact by pointing out the absence of evidence to support the nonmoving party's case. Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. The nonmoving party must come forward with specific facts showing there is a genuine issue for trial.

370 S.C. 578, 588-89, 635 S.E.2d 649, 654 (Ct. App. 2006) (internal citation omitted and emphasis added).

14. Heretofore, Keiven K. Minter ("*Borrower(s)*") made, executed, and delivered to NewRez, LLC fka New Penn Financial, LLC ("*Payee*") a certain Promissory Note dated July 11, 2019, in writing ("*Note*"), wherein and whereby Borrower(s) promised to pay to NewRez, LLC fka New Penn Financial, LLC, the principal sum of \$137,000.00 together with interest at the initial rate of 4.25% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.
15. In order to secure the payment of said Note, Keiven K. Minter ("*Mortgagor(s)*"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for NewRez, LLC fka New Penn Financial, LLC, its successors and assigns, a certain mortgage dated July 11, 2019 ("*Subject Mortgage*") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid ("*Subject Property*"):

All that certain piece, parcel, lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina and being shown and designated

as Lot 84, Phase Four, on that certain bonded plat of Hidden Pines Phase Four prepared by Belter and Associates, Inc. dated March 23, 2002, as revised, as recorded in the Office of the Register of Deeds (ROD) for Richland County in Record Book 708 at Page 2260. Said plat being adopted and incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This being the same property conveyed to Keiven K. Minter by deed from Camp Properties, Inc. dated February 27, 2014 and recorded on February 28, 2014 in the Office of the Register of Deeds for Richland County, South Carolina, in Book R1928 at Page 3141.

Parcel No. R23112-02-11
Property Address: 136 Sandpine Circle
Columbia, SC 29229

16. Said Mortgage was recorded on July 25, 2019 in Book 2413 at Page 2014, in the Richland County Office of the Register of Deeds.
17. Thereafter, the Subject Mortgage was assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing by assignment recorded April 13, 2022 in Book R2734 at Page 3536.
18. "A mortgage and a note are separate securities for the same debt, and a mortgagee who has a note and mortgage to secure a debt has the option to either bring an action on the note or to pursue a foreclosure action." *U.S. Bank Trust Nat'l Ass'n v. Bell*, 385 S.C. 364, 374, 684 S.E.2d 199, 204 (Cl. App. 2009). "Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt." *Id.* at 374-75, 684 S.E.2d at 205. "Once the debt and default have been established, the mortgagor has the burden of establishing a defense to a foreclosure such as lack of consideration, payment or accord and satisfaction." *Id.* With the copies of the Note, the Subject Mortgage, and Plaintiff's Affidavit of Indebtedness, I find that the essential elements and facts of Plaintiff's cause of action for foreclosure have been established. As such, there are no material issues of fact and summary judgment is appropriate. Summary judgment is appropriate when "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." *Rule 56(c), SCRCP*. Further, I find that Plaintiff is entitled to recover from Defendant reasonable attorneys' fees and court costs incurred in bringing this action.

19. 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.
20. 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.
21. 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 \$4,400.00 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.
22. 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:	\$122,660.18
Accrued Interest good through 02/20/26: (At rate of 4.25% per annum)	\$8,959.76
Per Diem Interest from 02/21/26 through 03/19/26: (At a daily rate of \$14.28)	\$385.56
Escrow Balance at Loan Transfer:	(\$1,277.72)
Pre-Accelerated Late Charges:	\$108.00
Insurance:	\$11,338.43
Taxes:	\$22,120.11
Deferred Amounts:	\$10,701.02
Credits:	(\$12,655.37)
Property Inspections:	\$425.00
Release Fee:	\$22.50
Attorneys' Fees and Costs:	\$5,942.80
TOTAL:	\$168,730.27

23. Thus, the total Debt secured by the Note and Subject Mortgage, including interest to date is \$168,730.27. 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 4.25% per annum, the Note's current rate, pursuant to the terms of the Note and Subject Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the Subject Mortgage through the date to which such interest is computed.
24. Plaintiff waives its rights to a deficiency judgment.
25. At the time of the filing of the Lis Pendens in this matter, the record owner(s) of the property was Keiven K. Minter.
26. Information having been obtained from the records of Richland 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. Palmetto Citizens Federal Credit Union by virtue of that certain Junior Judgment Lien found of record in recorded on October 30, 2023 in action number 2023-CP-40-05766. The Plaintiff's Mortgage is senior in priority to the aforementioned lien and the aforementioned lien is to be removed from title to the Subject Property after the judicial sale.
 - B. Hidden Pines Homeowners' Association, Inc. by virtue of any unrecorded homeowners' liens or assessments due or that may become due up to the time of any foreclosure sale herein, and any interest arising from unpaid assessments, dues, special assessments, etc. of any kind that this Defendant presently has or may acquire up to the time of any foreclosure sale herein is or would be junior and subordinate to Plaintiff's Mortgage and is to be removed from the title to the Property upon the completion of a properly held foreclosure sale.

CONCLUSIONS OF LAW

1. 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. 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 \$168,730.27, 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 4.25% per annum, the current interest rate of the Note.
5. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured. If such sale is made to the Plaintiff or its assignee for more than the total debt at the time of the sale, the Plaintiff shall have thirty (30) days to tender the difference between the total debt at the time of the sale and the sale price.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. 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 Subject 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 Richland County Courthouse, Richland County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - a. **FOR CERTIFIED FUNDS:** The undersigned shall require a deposit of 5% on the amount of the bid in certified funds or equivalent (cashier's check or money order), the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt. If such sale is made to the Plaintiff or its assignee for more than the total debt at the

time of the sale, the Plaintiff shall have thirty (30) days to tender the difference between the total debt at the time of the sale and the sale price.

- b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 4.25% 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 Plaintiff's indebtedness.
5. Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured. If such sale is made to the Plaintiff or its assignee for more than the total debt at the time of the sale, the Plaintiff shall have thirty (30) days to tender the difference between the total debt at the time of the sale and the sale price.
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 Plaintiff's 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), SCRCF.

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 Richland County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
10. In the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Richland County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.
11. After the Order Confirming Sale and Disbursements has been issued and filed, the undersigned directs the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
12. The following is a description of the Property herein ordered to be sold:

All that certain piece, parcel, lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina and being shown and designated as Lot 84, Phase Four, on that certain bonded plat of Hidden Pines Phase Four prepared by Belter and Associates, Inc. dated March 23, 2002, as revised, as recorded in the Office of the Register of Deeds (ROD) for Richland County in Record Book 708 at Page 2260. Said plat being adopted and incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This being the same property conveyed to Keiven K. Minter by deed from Camp Properties, Inc. dated February 27, 2014 and recorded on February 28, 2014 in the Office of the Register of Deeds for Richland County, South Carolina, in Book R1928 at Page 3141.

Parcel No. **R23112-02-11**
Property Address: **136 Sandpine Circle**
 Columbia, SC 29229

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2025-CP-40-01229

NewRez LLC d/b/a Shellpoint Mortgage
Servicing

Plaintiff(s)

Submitted By: J. Martin Page, Esq.
339 Heyward St., 2nd Floor
Columbia, SC 29201
File No.: 25-40653

Keiven K. Minter, Palmetto Citizens Federal Credit
Union; Hidden Pines Homeowners Association,
Inc.

Defendant(s)

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 ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING ON THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ 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.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
NewRez LLC d/b/a Shellpoint Mortgage Servicing	N/A	N/A

If applicable, describe the property, including tax map information and address, referenced in the order:

All that certain piece, parcel, lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina and being shown and designated as Lot 84, Phase Four, on that certain bonded plat of Hidden Pines Phase Four prepared by Belter and Associates, Inc. dated March 23, 2002, as revised, as recorded in the Office of the Register of Deeds (ROD) for Richland County in Record Book 708 at Page 2260. Said plat being adopted and incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This being the same property conveyed to Keiven K. Minter by deed from Camp Properties, Inc. dated February 27, 2014 and recorded on February 28, 2014 in the Office of the Register of Deeds for Richland County, South Carolina, in Book R1928 at Page 3141.

Parcel No. R23112-02-11
Property Address: 136 Sandpine Circle
Columbia, SC 29229

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge/Special Referee

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of ____, 20__ and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of ____, 20__ to attorneys of record or to parties (when appearing pro se) as follows:

J. Martin Page, Esq., 339 Heyward Street, 2 nd Floor Columbia, SC 29201 Attorney(s) for the Plaintiff	Keiven K. Minter 136 Sandpine Circle Columbia, SC 29229 Keiven K. Minter 6729 Two Notch Road, Suite M Columbia, SC 29223
---	---

	Palmetto Citizens Federal Credit Union 1320 Washington Street Columbia, SC 29201 Hidden Pines Homeowners Association, Inc. c/o MJS Inc. 4910 Trenholm Road, Suite C Columbia, SC 29206
--	--

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), SCRCP.

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 E:

Defendant's Limited Objection to Plaintiff's Proposed Order, April 10, 2026 (seven objections with transcript citations).



Keiven Minter <admin@minteradvisorygroup.org>

Limited Objection to Plaintiff's Proposed Order – NewRez LLC v. Minter, 2025 CP 40 01229

1 message

Keiven Minter <admin@minteradvisorygroup.org>

Fri, Apr 10, 2026 at 11:34 AM

To: cornelius.fristella@richlandcountysc.gov, DELORIS ELLISON <ELLISON.DELORIS@richlandcountysc.gov>, Austin Blackwell <ablackwell@bellcarrington.com>, Mynahgi Hart <mhart@bellcarrington.com>

Good morning,

Pursuant to Judge Lawrence's instruction at the March 27, 2026 hearing, I have reviewed Plaintiff's proposed order submitted on April 9, 2026. I respectfully submit the following limited objections for the Court's consideration prior to entry of a final order.

These objections are narrow and directed only to factual or legal findings in the proposed order that are inconsistent with the record or the transcript. They are not intended to re-argue the motions or expand the issues already before the Court.

1. Paragraph 4 – Consent to Rescheduled Hearing

The proposed order states that the hearing was rescheduled "with the consent of Defendant." The Notice of Hearing contained an unauthorized signature block purporting to show my consent, which I objected to on the record. (Transcript 51:1–15.) I respectfully request that this paragraph be corrected.

2. Paragraph 6 – Findings Regarding Publication and Diligence

The proposed order states that Plaintiff "performed a skip trace search" and attempted service at "those locations." No skip-trace report was filed, and the transcript reflects that service was attempted only at 136 Sandpine Circle and 6729 Two Notch Road, both marked "NO" for dwelling or usual place of abode. (Transcript 17:7–13; 41:15–21.)

The reference to "138 Sandpine Circle" appears only in counsel's sworn petition and is contradicted by the record. (Transcript 42:1–7.)

I respectfully request that these findings be corrected.

3. Paragraph 6 – Commencement Under Rule 3

The proposed order states that Plaintiff "commenced service by publication within 120 days." Under Rule 4(d)(7), service by publication is complete only on the date of the last publication, which occurred on July 4, 2025, twelve days after the Rule 3 deadline. (Transcript 41:3–13.) I respectfully request that this finding be corrected.

4. Paragraph 8 – Standing and Real Party in Interest

The proposed order states that Plaintiff "produced the Note, Mortgage, and Assignment showing Plaintiff as the noteholder." The transcript reflects that the loan identifiers do not match, and no recorded power of attorney exists for the signatory to the Assignment. (Transcript 18:23–25; 42:16–25.)

Additionally, the Affidavit of Indebtedness was executed by a "Document Verification Specialist" without a showing of personal knowledge. (Transcript 33:19–21.)

I respectfully request that these findings be corrected.

5. Paragraph 11 – Statement That "Service Was Made"

The proposed order states that service was made upon the Defendants. As noted above, service by publication was completed after the Rule 3 deadline.

I respectfully request that this paragraph be corrected to reflect the record.

6. Paragraph 13 – Burden Under Rule 56

The proposed order recites the correct summary judgment standard, but the transcript reflects that the burden was shifted to Defendant to “present a material issue of fact.” (Transcript 39:1–7; 39:12–16.)

I respectfully request that this paragraph be corrected to reflect the proper allocation of burdens under Rule 56.

7. Paragraphs 14–18 – Authentication and Admissibility

The transcript reflects that I objected to authentication under SCRE 901 and 1002, to redactions under Rule 41.2(a)(3), and to the lack of personal knowledge and authority for the affiant. (Transcript 39:14–21; 56:1–8; 33:19–21.)

These objections are not reflected in the proposed order.

I respectfully request that the order acknowledge these objections.

Thank you for allowing me the opportunity to review the proposed order. These limited objections are submitted solely to ensure that the final order accurately reflects the record and the transcript.

Respectfully,

Keiven K. Minter

Defendant, appearing specially

admin@minteradvisorygroup.org

(803) 814-4450

CERTIFIED TRUE COPY
OF ORIGINAL FILED,
Jeanette W. Minter
C.C.C.P.&G.S.
RICHLAND COUNTY
SOUTH CAROLINA

EXHIBIT C

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

5th JUDICIAL CIRCUIT

CASE NO.: 2025-CP-40-01229

NewRez LLC d/b/a Shellpoint Mortgage
Servicing,

MOTION AND ORDER INFORMATION

Plaintiff,

FORM AND COVERSHEET

vs.

Keiven K. Minter, et al.,

Defendant.

Plaintiff's Attorney:

_____, Bar No. _____

Address: _____

Phone: _____ Fax _____

E-mail: _____ Other: _____

Defendant's Attorney:

Keiven K. Minter, Bar No. N/A

Address: _____

c/o 9600 Two Notch Rd. Columbia, SC 29223

Phone: 803-814-4450 Fax _____

E-mail: Admin@MinterAdvisoryGroup.Org

Other: _____

☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Defendant's Motion to Stay Foreclosure Sale Pending Disposition of Rule 69 Motion

Estimated Time Needed: N/A

Court Reporter Needed: ☐ YES ☒ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

05/04/2026

Date submitted

SECTION III: Motion Fee

☒ PAID.- AMOUNT: \$ _____

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

RICHLAND COUNTY
FILED
2025 MAY-4 PM 1:57
JULIE W. HARRIS
CLERK OF COURT

CLERK'S VERIFICATION

Collected by: EC Date Filed: 5/4/20
☒ MOTION FEE COLLECTED: \$ 25.00
☐ CONTESTED - AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A No.: 2025-CP-40-01229

NewRez LLC d/b/a Shellpoint
Mortgage Servicing,

Plaintiff,

v.

Keiven K. Minter, et al.,

Defendant,

NOTICE OF MOTION

TO: Plaintiff and Counsel of Record

PLEASE TAKE NOTICE that the Defendant, **Keiven K. Minter**, appearing specially and not generally, has filed a **Motion to Stay Foreclosure Sale Pending Resolution of Post-Trial Motions**, including Defendant's timely Rule 59(e) Motion filed on April 30, 2026.

Defendant **does not request a hearing** on this motion unless the Court requires one. This motion is based upon the South Carolina Rules of Civil Procedure, the record in this matter, and such additional grounds as may be presented in the written motion.

Respectfully submitted,

By: *Keiven K. Minter*

Keiven K. Minter

Defendant, Pro Se

Appearing Specially and Not Generally

c/o 9600 Two Notch Road

Columbia, SC 29223

Email: Admin@MinterAdvisoryGroup.org

Telephone: (803) 814-4450

Dated: May 04, 2026

RICHLAND COUNTY
FILED
2026 MAY -4 PM 1:57
JEANETTE W. McBRIDE
C.C.P. & G.S., 2 F.C.

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Jeanette W. McBride
C.C.P. & G.S.
RICHLAND COUNTY
SOUTH CAROLINA *CS*

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A No.: 2025-CP-40-01229

NewRez LLC d/b/a Shellpoint
Mortgage Servicing,

Plaintiff,

v.

Keiven K. Minter, et al.,

Defendant,

**DEFENDANT'S MOTION TO STAY
FORECLOSURE SALE PENDING
RESOLUTION OF POST-TRIAL MOTIONS**

Defendant Keiven K. Minter, appearing specially and not generally, respectfully moves the Court for an Order staying any foreclosure sale in this matter pending resolution of Defendant's timely-filed Rule 59(e) Motion to Alter or Amend the Order entered April 20, 2026, and any related post-trial motions.

This motion is based on the following grounds.

I. GROUNDS FOR THE MOTION

1. The Rule 59(e) motion filed on April 30, 2026 renders the judgment non-final

A timely Rule 59(e) motion suspends the finality of the judgment and tolls the time for appeal. Any enforcement action taken while the judgment is non-final risks interfering with the Court's jurisdiction and undermining the appellate process.

2. The Rule 59(e) motion raises substantial issues that directly affect the validity of the judgment.

The Rule 59(e) motion identifies multiple legal and procedural defects, including reliance on unsworn factual assertions, lack of admissible evidence, absence of a live witness, and internal inconsistencies within the Order. These issues must be resolved before any enforcement action occurs.

3. The foreclosure judgment rests on unsworn statements of counsel, which are not evidence.

The Order relies on factual assertions made solely by Plaintiff's counsel during argument, including statements regarding service, loan history, corporate authority, and document authenticity. These assertions were not sworn, not subject to cross-examination, and not supported by admissible evidence. Under *Trinsey v. Pagliaro*, 229 F. Supp. 647 (E.D. Pa. 1964), **statements of counsel in briefs or argument are not evidence and cannot support summary judgment.** Because the judgment is grounded in non-evidence, a stay is necessary to preserve the Court's ability to correct these defects.

4. Proceeding with a foreclosure sale before resolution of post-trial motions would impair the Court's ability to grant effective relief.

If a sale occurs while the Rule 59(e) motion is pending, third-party complications may arise that limit the Court's ability to fully adjudicate the issues raised. Maintaining the status quo ensures that the Court retains full jurisdiction to address the pending motion without interference from events that cannot be unwound.

RICHLAND COUNTY
FILED
2026 MAY - 13 PM 1:07
JEANE DEAN, CLERK
COURT OF COMMON PLEAS

5. A stay prevents unnecessary title complications and preserves judicial economy.

Allowing a sale to proceed before the Court resolves the Rule 59(e) motion risks creating title issues, purchaser claims, and additional litigation that could have been avoided. A temporary stay avoids these complications and preserves the orderly administration of justice.

6. No waiver or concession is intended or implied.

This motion does not concede the validity, enforceability, or existence of any alleged lien, interest, or right asserted by Plaintiff. Defendant expressly reserves all objections raised in the Rule 59(e) motion and in the record.

II. REQUEST FOR RELIEF

Defendant respectfully requests that the Court enter an Order:

1. **Staying any foreclosure sale** in this matter until the Court has ruled on Defendant's Rule 59(e) Motion and any related post-trial motions;
2. **Prohibiting the scheduling, noticing, or conducting of any sale** during the pendency of these motions; and
3. Granting such other and further relief as the Court deems just and proper.

Respectfully submitted,

By: *Keiven K. Minter*

Keiven K. Minter

Defendant, Pro Se

Appearing Specially and Not Generally

c/o 9600 Two Notch Road

Columbia, SC 29223

Email: Admin@MinterAdvisoryGroup.org

Telephone: (803) 814-4450

Dated: May 04, 2026

CERTIFIED TRUE COPY
OF ORIGINAL FILED,
Jeannette W. M. Brade
C.C.C.P.&G.S.
RICHLAND COUNTY
SOUTH CAROLINA

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A No.: 2025-CP-40-01229

NewRez LLC d/b/a Shellpoint
Mortgage Servicing,

Plaintiff,

v.

Keiven K. Minter, et al.,

Defendant,

CERTIFICATE OF SERVICE

I, the undersigned, certify that on this 04 day of May 2026, I served a true and correct copy of the attached **Defendant's Notice of Motion And Motion to Stay Foreclosure Sale Pending Resolution of Post-Trial Motions**, upon counsel for the Plaintiff by hand delivery to the following address:

BELL CARRINGTON PRICE & GREGG, LLC
Attn: J. Martin Page; Morgan Ames; Austin Blackwell.
339 Heyward Street, 2nd Floor
Columbia, SC 29201

RECEIPT ACKNOWLEDGMENT (To Be Completed by Recipient)

I hereby acknowledge receipt of the above-referenced documents on behalf of Bell Carrington Price & Gregg, LLC.

Received By (Print Name): Brianna Russell

Signature: B. Russell

Title/Position: Paralegal

Date Received: 5/4/2026

Time Received: 1:38 pm

RICHLAND COUNTY
FILED
2026 MAY -16 PM 1:57
JEANETTE W. McBRIDE
C.C.P. & G.S. & F.C.

Respectfully submitted,

Keiven K. Minter

Keiven K. Minter, Defendant, Pro Se

c/o 9600 Two Notch Rd.

Columbia, SC 29223

Tel: (803) 814-4450 | Email: Admin@MinterAdvisoryGroup.org

Dated: May 04, 2026

NOTARIAL ACKNOWLEDGMENT

State of South Carolina)

County of Richland)

Subscribed and sworn before me this 04 day of May 2026, by Keiven K. Minter.

Notary Public
Notary Public for South Carolina

My Commission Expires: Mar 12, 2034



CERTIFIED TRUE COPY
OF ORIGINAL FILED
Jeanette W. McBride
C.C.P. & G.S.
RICHLAND COUNTY
SOUTH CAROLINA

EXHIBIT D

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

NewRez LLC d/b/a Shellpoint Mortgage Servicing,

Plaintiff,

vs.

Keiven K. Minter; Palmetto Citizens Federal Credit
Union; Hidden Pines Homeowners Association,
Inc.,

Defendant(s).

BCP No.: 25-40653

IN THE COURT OF COMMON PLEAS

C/A No.: 2025-CP-40-01229

**ORDER DENYING DEFENDANT KEIVEN K.
MINTER'S RULE 12 MOTIONS AND CROSS-MOTION
FOR SUMMARY JUDGMENT, AND
ORDER GRANTING PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT FOR JUDGMENT OF
FORECLOSURE AND SALE**

(Deficiency Judgment Waived)

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision shall be directly to the South Carolina Court of Appeals. Pursuant to the said reference, a hearing was held on March 27, 2026 on all motions, and from the testimony and evidence, I find and conclude as follows:

PROCEDURAL HISTORY

1. In this action, Defendant Keiven K. Minter ("***Defendant***") has made an appearance in this action by virtue of various filings. Defendant filed documents entitled "Filing/Filings from Defendant" on June 16, 2025; a Notice of Special Appearance & Jurisdictional Challenge on July 25, 2025; a Motion to Dismiss Lis Pendens, Strike Foreclosure Action, and Dismiss for Lack of Standing on July 30, 2025; an Administrative Notice of Defective Filings, Jurisdictional Objection, and Annexed Evidence on September 10, 2025; and an Omnibus Motion to Dismiss Pursuant to Rules 3, 11, 12, & 41 (Special Appearance) on January 14, 2026.
2. In response to Defendant's filings, Plaintiff filed its Notice of Motion and Motion for Summary Judgment on March 4, 2025. In support of its motion, Plaintiff filed its Memorandum in Support of Summary Judgment, its Affidavit of Indebtedness, its verified business records attached as **Exhibits A through E** to its Affidavit of Indebtedness, and its Affidavit of Attorney's Fees and Costs attached as **Exhibit F** to its Affidavit of Indebtedness, pursuant to Rule 56 of the South

Carolina Rules of Civil Procedure (“*SCRCP*”). Subsequently, Plaintiff filed its Supplemental Affidavit of Attorney’s Fees and Costs on March 17, 2026.

3. In opposition to Plaintiff’s motion for summary judgment, Defendant filed a Notice of Motion and Defendant’s Cross-Motion for Summary Judgment and Motion to Strike on March 11, 2026. In support of his motions, Defendant filed Defendant’s Memorandum of Law in Support of Cross-Motion for Summary Judgment, Affidavit of Keiven K. Minter, and Defendant’s Notice of Supplemental Evidence. After the filing of Plaintiff’s Supplemental Affidavit of Attorney’s Fees and Costs, Defendant filed Defendant’s Objection to Plaintiff’s Supplemental Affidavit for Fees and Costs and Defendant’s Supplemental Evidence Supporting Objection to Plaintiff’s Affidavit on March 18, 2026.
4. This matter came to hearing after the filing of Plaintiff’s Notice of Motion and Motion for Summary Judgment on March 4, 2025. At the court’s request, the hearing on all motions originally scheduled for March 19, 2026 was rescheduled to March 27, 2026 with the consent of Plaintiff, by and through its counsel, and Defendant Keiven K. Minter via email on March 19, 2026 at 1:07 p.m. wherein Defendant replied in pertinent part, “The Defendant, appearing Specially, confirms the receipt of this notice and agrees to waive the 10-day notice requirement for the new hearing date. I am available for the hearing on Friday, March 27, 2026, at 11:30 AM in Courtroom 1.” Plaintiff, by and through its counsel, filed a Notice of Hearing to evidence the parties’ consent to the rescheduled hearing. In response, Defendant filed Defendant’s Objection to Plaintiff’s Notice of Hearing and Motion to Dismiss for Lack of Jurisdiction, Notice of Defendant’s Supplemental Evidence Supporting Objection and Dismissal, Notice of Supplemental Evidence in Support of Motion to Dismiss, Defendant’s Memorandum of Law in Support of Motion to Dismiss for Lack of Jurisdiction, and Supplemental Affidavit of Keiven K. Minter.

FINDINGS OF FACT ON DEFENDANT’S RULE 12 MOTIONS

5. “Subject matter jurisdiction refers to the court’s power to hear and determine cases of the general class to which the proceeding in question belong.” *Bardoon Props., NV v. Eidolon Corp.*, 326 S.C.

166, 169, 485 S.E.2d 371, 372 (1997) (*Citing Dove v. Gold Kist*, 314 S.C. 235, 442 S.E.2d 598 and *Watson v. Watson*, 319 S.C. 92, 460 S.E.2d 394 (1995)). The jurisdiction of a court over the subject matter of a proceeding is determined by the Constitution and the laws of the state. *Duckett v. Goforth*, 374 S.C. 446, 456, 649 S.E.2d 72, 77 (Ct. App. 2007). South Carolina circuit courts are vested with original jurisdiction in civil and criminal cases, except those cases in which exclusive jurisdiction shall be given to inferior courts and shall have such appellate jurisdiction as provided by law. *S.C. Const. Art. V, §11*. “In determining whether the Legislature has given another entity exclusive jurisdiction over a case, a court must look to the relevant statute.” *Dema v. Tenent Physician Servs.—Hilton Head, Inc.*, 383 S.C. 115, 121, 678 S.E.2d 430, 433 (2009). This Court has original jurisdiction, and specific circumstances where a Court could be stripped of its original jurisdiction do not exist. Based on these considerations, I find that this Court has subject matter jurisdiction over this matter. Thus, dismissal of Plaintiff’s foreclosure under Rule 12 for a lack of subject matter jurisdiction is improper, and accordingly, Defendant’s motion is denied.

6. An order for service by publication may be issued pursuant to §15-9-710 of South Carolina Code of Laws (Ann. 1976) when an affidavit, satisfactory to the issuing officer is made stating that the defendant, a resident of the state, cannot, after the exercise of due diligence, be found, and that a cause of action exists against him or that he is a proper party to an action relating to real property in this state. *South Carolina Code (Ann. 1976) §15-9-710(c)*. The South Carolina Supreme Court has repeatedly held that “[Section 10-451, now Section 15-9-710] does not specify the character of the facts and circumstances which must be stated in the affidavit or the quantity of the evidence necessary to satisfy the officer, before ordering publication. It simply requires that it must appear by affidavit to his satisfaction.” *Dow v. Bolden*, 245 S.C. 321, 140 S.E.2d 473, 477 (1965) (*quoting Yates v. Gridley*, 16 S.C. 496). “Where a party contests the validity of an order of publication based on a lack of diligence in attempting to locate the party, this court has held that the trial court is ‘without authority to overrule the finding of the clerk of court’” *Montgomery v. Mullins*, 325 S.C. 500, 505-06, 480 S.E.2d 467, 470 (Ct. App. 1997). “In the absence of fraud or collusion, the

decision of the officer ordering service by publication is final.” *Id.* at 506, 480 S.E.2d at 470. If affidavits requesting service by publication are facially defective and do not comply with the publication statute, then the affidavit will not be sustained even in the absence of fraud or collusion. *Caldwell v. Wiquist*, 402 S.C. 565, 571-72, 741 S.E.2d 583, 586-87 (Ct. App. 2013). Plaintiff’s affidavits of non-service and petition for an order of service by publication make it clear that Plaintiff’s petition contained an error or untrue statement, but that the process server’s affidavits reflect due diligence to serve Defendant personally. Moreover, Defendant made his first appearance in this action by filing documents with this Court on June 16, 2025, which was within the thirty-day answer period after Plaintiff’s completion of service by publication on July 4, 2025, and Plaintiff has not held Defendant in default. Plaintiff has complied with the publication statute because Plaintiff’s search was conducted on the correct defendant and Plaintiff’s petition states that Defendant could not be found in this state. Plaintiff performed a skip trace search to attempt to locate Defendant and attempted service at those locations, which were ultimately unsuccessful. Furthermore, Plaintiff obtained its order for service by publication on June 2, 2025 and commenced service by publication on June 20, 2025 within the applicable statute of limitations. In light of the foregoing, I find that under Rule 3(a)(1), SCRCP, and *Mims v. Babcock Center*, 399 S.C. 341, 732 S.E.2d 395 (2012) (holding that the 120-day period only has relevance if service is accomplished outside of the statute of limitations) that service was properly effected on Defendant by publication, and that Defendant has been afforded a full and fair opportunity to litigate this matter. Therefore, Defendant’s motions under Rule 12 are denied.

7. “In considering a motion to dismiss pursuant to Rule 12(b)(6), SCRCP, the circuit court must base its ruling solely upon the allegations set forth on the face of the complaint.” *Charleston County Sch. Dist. V. Harrell*, 393 S.C. 552, 557, 713 S.E.2d 604, 607 (2011) (Citing *Doe v. Greenville County Sch. Dist.*, 375 S.C. 63, 66-67, 651 S.E.2d 305, 307 (2007)). “The motion may not be sustained if the facts alleged in the complaint and the inferences drawn therefrom would entitle the plaintiff to relief under any theory. *Id.* ‘[P]leadings in a case should be construed liberally and the

Court must presume all well pled facts to be true so that substantial justice is done between the parties.” *Charleston County Sch. Dist. V. Harrell*, 393 S.C. 552, 557, 713 S.E.2d 604, 607 (2011) (Citing *Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005) (Citing *Stroud v. Riddle*, 260 S.C. 99, 102, 194 S.E.2d 235, 237 (1973)). Plaintiff’s sole cause of action is for foreclosure of its Subject Mortgage. Plaintiff has alleged the existence of its Note and Subject Mortgage securing real property. Plaintiff has also alleged a breach of its Note and Subject Mortgage and damages resulting from Defendant’s breach of their obligations. Taken as true, the allegations form a sufficient basis for a foreclosure cause of action. Based upon these considerations, I find that dismissal under Rule 12 of Plaintiff’s foreclosure cause of action is not appropriate, and consequently, Defendant’s motion under Rule 12 is denied.

8. In order to have standing to bring a foreclosure action, Plaintiff must be the real party in interest. “Every action shall be prosecuted in the name of the real party in interest.” *Rule 17, SCRPC*. I find that Plaintiff has established its burden in proving that it has the capacity to sue or bring this action, is the real party in interest, and has standing to bring this action because Plaintiff is the holder of the Note and the Mortgage. Plaintiff has produced the Note, Subject Mortgage, and Assignment showing Plaintiff as the noteholder and the mortgagee of record. Therefore, Defendant’s motion under Rule 12 is denied.

**FINDINGS OF FACT ON PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT AND
DEFENDANT’S CROSS-MOTION FOR SUMMARY JUDGMENT**

9. The Lis Pendens was filed on or about February 21, 2025.
10. The Summons and Complaint were filed on or about February 21, 2025.
11. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein pursuant to Rule 3(a)(1), SCRPC, and *Mims v. Babcock Center*, 399 S.C. 341, 732 S.E.2d 395 (2012)

12. 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.
13. A motion for summary judgment is appropriate only when it is clear there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. *Shumpert v. Time Insurance Co.*, 328 S.C. 574, 493 S.E.2d 111 (Ct. App. 1997). In ruling on a motion for summary judgment, the trial court must view the evidence and all inferences which can be reasonably drawn therefrom in the light most favorable to the non-moving party. *Id.* Under Rule 56(c) of the South Carolina Rules of Civil Procedure, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Once the moving party meets its initial burden, the non-moving party must come forward with specific facts showing there is a genuine issue for trial. *Boone v. Sunbelt Newspaper, Inc.*, 347 S.C. 571, 556 S.E.2d 732 (Ct. App. 2001). The court in *Bennett v. Investors Title Ins. Co.* summarized the rule for burden of proof in summary judgment actions:

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. The moving party may discharge the burden of demonstrating the absence of genuine issue of material fact by pointing out the absence of evidence to support the nonmoving party's case. ***Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. The nonmoving party must come forward with specific facts showing there is a genuine issue for trial.***

370 S.C. 578, 588-89, 635 S.E.2d 649, 654 (Ct. App. 2006) (internal citation omitted and emphasis added).

14. Heretofore, Keiven K. Minter ("***Borrower(s)***") made, executed, and delivered to NewRez, LLC fka New Penn Financial, LLC ("***Payee***") a certain Promissory Note dated July 11, 2019, in writing ("***Note***"), wherein and whereby Borrower(s) promised to pay to NewRez, LLC fka New Penn Financial, LLC, the principal sum of \$137,000.00 together with interest at the initial rate of 4.25%

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

15. In order to secure the payment of said Note, Keiven K. Minter ("**Mortgagor(s)**"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for NewRez, LLC fka New Penn Financial, LLC, its successors and assigns, a certain mortgage dated July 11, 2019 ("**Subject Mortgage**") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid ("**Subject Property**"):

All that certain piece, parcel, lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina and being shown and designated as Lot 84, Phase Four, on that certain bonded plat of Hidden Pines Phase Four prepared by Belter and Associates, Inc. dated March 23, 2002, as revised, as recorded in the Office of the Register of Deeds (ROD) for Richland County in Record Book 708 at Page 2260. Said plat being adopted and in corpora ted herein by reference for a more complete and accurate description; all measurements being a little more or less.

This being the same property conveyed to Keiven K. Minter by deed from Camp Properties, Inc. dated February 27, 2014 and recorded on February 28, 2014 in the Office of the Register of Deeds for Richland County, South Carolina, in Book R1928 at Page 3141.

<i>Parcel No.</i>	R23112-02-11
<i>Property Address:</i>	136 Sandpine Circle Columbia, SC 29229

16. Said Mortgage was recorded on July 25, 2019 in Book 2413 at Page 2014, in the Richland County Office of the Register of Deeds.
17. Thereafter, the Subject Mortgage was assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing by assignment recorded April 13, 2022 in Book R2734 at Page 3536.
18. "A mortgage and a note are separate securities for the same debt, and a mortgagee who has a note and mortgage to secure a debt has the option to either bring an action on the note or to pursue a foreclosure action." *U.S. Bank Trust Nat'l Ass'n v. Bell*, 385 S.C. 364, 374, 684 S.E.2d 199, 204 (Ct. App. 2009). "Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt." *Id.* at 374-75, 684 S.E.2d at 205. "Once the debt and default have been established, the mortgagor has the burden of establishing a

defense to a foreclosure such as lack of consideration, payment or accord and satisfaction.” *Id.* With the copies of the Note, the Subject Mortgage, and Plaintiff’s Affidavit of Indebtedness, I find that the essential elements and facts of Plaintiff’s cause of action for foreclosure have been established. As such, there are no material issues of fact and summary judgment is appropriate. Summary judgment is appropriate when “there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” *Rule 56(c), SCRCP*. Further, I find that Plaintiff is entitled to recover from Defendant reasonable attorneys’ fees and court costs incurred in bringing this action.

19. 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.
20. 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.
21. 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 \$4,400.00 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.
22. 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:	\$122,660.18
Accrued Interest good through 02/20/26: (At rate of 4.25% per annum)	\$8,959.76
Per Diem Interest from 02/21/26 through 03/19/26: (At a daily rate of \$14.28)	\$385.56
Escrow Balance at Loan Transfer:	(\$1,277.72)
Pre-Accelerated Late Charges:	\$108.00
Insurance:	\$11,338.43
Taxes:	\$22,120.11
Deferred Amounts:	\$10,701.02
Credits:	(\$12,655.37)
Property Inspections:	\$425.00
Release Fee:	\$22.50
Attorneys' Fees and Costs:	\$5,942.80
TOTAL:	\$168,730.27

23. Thus, the total Debt secured by the Note and Subject Mortgage, including interest to date is \$168,730.27. 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 4.25% per annum, the Note's current rate, pursuant to the terms of the Note and Subject Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the Subject Mortgage through the date to which such interest is computed.
24. Plaintiff waives its rights to a deficiency judgment.
25. At the time of the filing of the Lis Pendens in this matter, the record owner(s) of the property was Keiven K. Minter.
26. Information having been obtained from the records of Richland 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. Palmetto Citizens Federal Credit Union by virtue of that certain Junior Judgment Lien found of record in recorded on October 30, 2023 in action number 2023-CP-40-05766. The Plaintiff's Mortgage is senior in priority to the aforementioned lien and the aforementioned lien is to be removed from title to the Subject Property after the judicial sale.
 - B. Hidden Pines Homeowners' Association, Inc. by virtue of any unrecorded homeowners' liens or assessments due or that may become due up to the time of any

foreclosure sale herein, and any interest arising from unpaid assessments, dues, special assessments, etc. of any kind that this Defendant presently has or may acquire up to the time of any foreclosure sale herein is or would be junior and subordinate to Plaintiff's Mortgage and is to be removed from the title to the Property upon the completion of a properly held foreclosure sale.

CONCLUSIONS OF LAW

1. 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. 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 \$168,730.27, 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 4.25% per annum, the current interest rate of the Note.
5. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured. If such sale is made to the Plaintiff or its assignee for more than the total debt at the time of the sale, the Plaintiff shall have thirty (30) days to tender the difference between the total debt at the time of the sale and the sale price.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. 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 Subject 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 Richland County Courthouse, Richland County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - a. FOR CERTIFIED FUNDS: The undersigned shall require a deposit of 5% on the amount of the bid in certified funds or equivalent (cashier's check or money order), the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt. If such sale is made to the Plaintiff or its assignee for more than the total debt at the time of the sale, the Plaintiff shall have thirty (30) days to tender the difference between the total debt at the time of the sale and the sale price.
 - b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 4.25% 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. Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured. If such sale is made to the Plaintiff or its assignee for more than the total debt at the time of the sale, the Plaintiff shall have thirty (30) days to tender the difference between the total debt at the time of the sale and the sale price.

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 Plaintiff's 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 Richland County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
10. In the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Richland County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

11. After the Order Confirming Sale and Disbursements has been issued and filed, the undersigned directs the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
12. The following is a description of the Property herein ordered to be sold:

All that certain piece, parcel, lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina and being shown and designated as Lot 84, Phase Four, on that certain bonded plat of Hidden Pines Phase Four prepared by Belter and Associates, Inc. dated March 23, 2002, as revised, as recorded in the Office of the Register of Deeds (ROD) for Richland County in Record Book 708 at Page 2260. Said plat being adopted and in corpora ted herein by reference for a more complete and accurate description; all measurements being a little more or less.

This being the same property conveyed to Keiven K. Minter by deed from Camp Properties, Inc. dated February 27, 2014 and recorded on February 28, 2014 in the Office of the Register of Deeds for Richland County, South Carolina, in Book R1928 at Page 3141.

Parcel No. *R23112-02-11*
Property Address: 136 Sandpine Circle
 Columbia, SC 29229

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE**CASE NO. 2025-CP-40-01229**

NewRez LLC d/b/a Shellpoint Mortgage
Servicing

Keiven K. Minter; Palmetto Citizens Federal Credit
Union; Hidden Pines Homeowners Association,
Inc.

Plaintiff(s)

Defendant(s)

Submitted By: J. Martin Page, Esq.
339 Heyward St., 2nd Floor
Columbia, SC 29201
File No.: 25-40653

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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ 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 ADJUED: ☒ 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.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
NewRez LLC d/b/a Shellpoint Mortgage Servicing	N/A	N/A

If applicable, describe the property, including tax map information and address, referenced in the order:

All that certain piece, parcel, lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina and being shown and designated as Lot 84, Phase Four, on that certain bonded plat of Hidden Pines Phase Four prepared by Belter and Associates, Inc. dated March 23, 2002, as revised, as recorded in the Office of the Register of Deeds (ROD) for Richland County in Record Book 708 at Page 2260. Said plat being adopted and incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This being the same property conveyed to Keiven K. Minter by deed from Camp Properties, Inc. dated February 27, 2014 and recorded on February 28, 2014 in the Office of the Register of Deeds for Richland County, South Carolina, in Book R1928 at Page 3141.

Parcel No. R23112-02-11
Property Address: 136 Sandpine Circle
Columbia, SC 29229

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge/Special Referee

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of ____, 20__ and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of ____, 20__ to attorneys of record or to parties (when appearing pro se) as follows:

J. Martin Page, Esq., 339 Heyward Street, 2 nd Floor Columbia, SC 29201 Attorney(s) for the Plaintiff	Keiven K. Minter 136 Sandpine Circle Columbia, SC 29229 Keiven K. Minter 6729 Two Notch Road, Suite M Columbia, SC 29223
---	---

	Palmetto Citizens Federal Credit Union 1320 Washington Street Columbia, SC 29201 Hidden Pines Homeowners Association, Inc. c/o MJS Inc. 4910 Trenholm Road, Suite C Columbia, SC 29206
--	--

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), SCRCP.

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.



Richland Common Pleas

Case Caption: Newrez Llc , plaintiff, et al vs Keiven K Minter , defendant, et al

Case Number: 2025CP4001229

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

IT IS SO ORDERED that:

Stephanie N. Lawrence

Electronically signed on 2026-04-20 12:56:33 page 17 of 17

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Jeannette WMBride
C.C.C.P.&G.S.
RICHLAND COUNTY
SOUTH CAROLINA

EXHIBIT E



Richland County Fifth Judicial Circuit Public Index

[Richland County Home Page](#) [Online Payments](#) [Public Index](#) [City of Columbia Municipal Ct](#) [S.C. Judicial Department](#) [Summary Ct Dockets](#)

Switch View

Newrez Llc , plaintiff, et al vs Keiven K Minter , defendant, et al

Case Number:	2025CP4001229	Court Agency:	Richland County Common Pleas	Filed Date:	02/21/2025
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Judgment	Disposition Date:	04/20/2026	Disposition Judge:	Lawrence, S
Original Source Doc:		Original Case #:			
Judgment Number:	2025CP4001229	Court Roster:			

Case Parties	Judgments	Tax Map Information	Associated Cases	Actions	Financials
Name	Description	Type	Motion Roster	Begin Date	Completion Date
Newrez Llc	NEF(05-11-2026 11:49:33 AM) Service/Certificate Of Servi...	Filing		05/11/2026-12:44	
Newrez Llc	Service/Certificate Of Service	Filing		05/11/2026-11:49	
Minter, Keiven K	Motion/Stay	Motion		05/04/2026-13:57	05/04/2026-13:56
Minter, Keiven K	Motion/Alter and/or Amend	Motion		04/30/2026-10:22	04/30/2026-10:22
Minter, Keiven K	Exhibts for Motion to Alter or Amend Judgement	Filing		04/30/2026-10:22	
Newrez Llc	NEF(04-20-2026 03:12:59 PM) Master/Order/Foreclosure & S...	Filing		04/20/2026-15:13	
Newrez Llc	Master/Order Denying Defendant Keiven K Minter's Rule 12 Mot	Order		04/20/2026-15:12	
Palmetto Citizens Federal Credit Union	Judgment/Foreclosure	Judgment		04/20/2026-15:12	
Shellpoint Mortgage Servicing	Judgment/Foreclosure	Judgment		04/20/2026-15:12	
Shellpoint Mortgage Servicing	Judgment/Foreclosure	Judgment		04/20/2026-15:12	
Minter, Keiven K	Judgment/Foreclosure	Judgment		04/20/2026-15:12	
Hidden Pines Homeowners Association Inc	Judgment/Foreclosure	Judgment		04/20/2026-15:12	
Shellpoint Mortgage Servicing	Judgment/Foreclosure	Judgment		04/20/2026-15:12	
Hidden Pines Homeowners Association Inc	Judgment/Foreclosure	Judgment		04/20/2026-15:12	
Newrez Llc	Judgment/Foreclosure	Judgment		04/20/2026-15:12	
Newrez Llc	Judgment/Foreclosure	Judgment		04/20/2026-15:11	
Hidden Pines Homeowners Association Inc	Judgment/Foreclosure	Judgment		04/20/2026-15:11	
Newrez Llc	136 Sandpine Circle, Columbia, SC 29229	Filing		04/20/2026-11:01	
Newrez Llc	Parcel No. R23112-02-11	Filing		04/20/2026-11:01	
Newrez Llc	Judgment/Foreclosure	Judgment		04/20/2026-10:59	
Palmetto Citizens Federal Credit Union	Judgment/Foreclosure	Judgment		04/20/2026-10:59	
Newrez Llc	Judgment/Foreclosure	Judgment		04/20/2026-10:59	
Minter, Keiven K	Judgment/Foreclosure	Judgment		04/20/2026-10:59	
Newrez Llc	NEF(04-15-2026 09:44:42 AM) Proposed Master/Order/Forecl...	Filing		04/15/2026-10:25	04/20/2026-10:25
Newrez Llc	Order/Order Cover Sheet \$25.00	Filing		04/15/2026-09:44	04/20/2026-09:44
Minter, Keiven K	Motion/To Correct Transcript	Motion		04/07/2026-13:34	04/20/2026-13:34
Minter, Keiven K	Certificate/Certificate of Service	Filing		03/23/2026-15:47	04/20/2026-11:29
Minter, Keiven K	Affidavit/Supplemental Affidavit of Keiven Minter	Filing		03/23/2026-15:47	04/20/2026-11:43
Minter, Keiven K	Memorandum of Law in Support of Motion to Dismiss	Filing		03/23/2026-15:47	04/20/2026-15:13

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Jocette W. Minter
C.C.C.P.&G.S.
RICHLAND COUNTY
SOUTH CAROLINA

11-11-61

Keiven K. Minter
9600 Two Notch Rd.
Columbia, SC 29223
803-814-4450
Admin@MinterAdvisoryGroup.Org

RECEIVED

MAY 15 2026

SC Court of Appeals

Date: May 15, 2026

Clerk of Court
South Carolina Court of Appeals
1015 Sumter Street Columbia, SC 29201

Re: Emergency Petition for Stay
NewRez LLC d/b/a Shellpoint Mortgage Servicing, et al. v. Keiven K. Minter
Richland County Court of Common Pleas Case No. 2025-CP-40-01229

Dear Clerk of Court:

Enclosed for filing please find Petitioner's **Emergency Petition for Stay of Foreclosure Sale Pending Resolution of Rule 59(e) Motion**, submitted pursuant to **Rule 241(c)-(d), SCACR**. The Petition is accompanied by:

- Verification Page
- Certificate of Service
- Exhibit Index
- Certified copies of Exhibits A-E

I respectfully request that this filing be docketed as an emergency matter due to the scheduled foreclosure sale date of **June 1, 2026**.

Please contact me if the Court requires any additional information or documentation.

Respectfully submitted,



Keiven K. Minter
Petitioner

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Keiven K. Minter,

Petitioner,

v.

NewRez LLC d/b/a Shellpoint

Mortgage Servicing, et al.,

Respondents,

CERTIFICATE OF SERVICE

Richland County Court of Common Pleas

Case No. 2025-CP-40-01229

RECEIVED

MAY 15 2026

SC Court of Appeals

CERTIFICATE OF SERVICE

(Rule 241(d)(5), SCACR)

I, **Keiven K. Minter**, hereby certify that on the ____ day of **May 2026**, I served a copy of the foregoing **Emergency Petition for Stay of Foreclosure Sale Pending Resolution of Rule 59(e) Motion**, together with **Verification Page**, and all accompanying exhibits, upon counsel for Respondents by **hand delivery** at the following address:

J. Martin Page, Esq.

Bell Carrington Price & Gregg, LLC 339 Heyward Street, 2nd Floor Columbia, SC 29201

Service was accepted by:

Name: _____

Title: _____

Date: _____

This Certificate of Service is submitted in compliance with **Rule 241(d)(5), SCACR**, which requires that the petition and accompanying documents be filed with the Clerk of the Court of Appeals together with proof of service upon the opposing party.

Keiven K. Minter

Petitioner

Date: _____