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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Appellate Case No. 2024-000917

U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust,
.....Respondent,

v.

Angela T. Franks,
.....Appellant.

RESPONDENT’S MOTION TO STRIKE APPELLANT’S FINAL BRIEF, RESPONDENT’S
MOTION TO SUPPLEMENT THE RECORD ON APPEAL, AND RESPONDENT’S MOTION
FOR ADDITIONAL TIME TO FILE RESPONDENT’S FINAL BRIEF

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PROCEDURAL HISTORY IN THE COURT OF APPEALS

This is a mortgage foreclosure action in which the appellant, Angela T. Franks (“Franks”), has appealed the master-in-equity’s judgment of foreclosure and sale entered on May 15, 2024. Franks filed her initial brief and designation of matter in this appeal on December 9, 2024. By an order dated January 21, 2025, the respondent, U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust (“U.S. Bank”), was granted until February 10, 2025, to file its initial brief. On February 7, 2025, U.S. Bank filed a motion to dismiss Franks’s appeal based on Franks’s failure to comply the requirements for filing an initial brief and designation of matter. On April 8, 2025, the court of appeals issued an order denying the motion to dismiss but striking Franks’s initial brief and designation of matter. The April 8, 2025, order required Franks, within twenty days, to serve and file an amended initial brief and designation of matter that substantially comply with the South Carolina Appellate Court Rules. On April 25, 2025, Franks filed a motion for extension of time to file her amended initial brief and designation of matter, and by an order issued on April 28, 2025, the court of appeals granted this motion. Franks filed a second motion for an extension of time to file her amended initial brief and designation of matter on May 28, 2025, and by an order issued on May 29, 2025, the court of appeals granted Franks’s motion. On July 1, 2025, Franks filed her amended initial brief and designation of matter. On July 28, 2025, Franks filed a motion to submit a revised amended initial brief. U.S. Bank, on July 29, 2025, filed a motion for an extension of time to file and serve a response to Franks’s amended initial brief. On September 2, 2025, the court of appeals issued an order granting Franks’s motion to amend her amended initial brief and designation of matter and accepting the amended initial brief and designation of matter “as filed.” The September 2, 2025, order required U.S. Bank to serve and file its initial brief and designation of matter within thirty days. By a motion filed on September 29, 2025, U.S. Bank again moved to

dismiss Franks's appeal for failing to comply with the requirements for filing an initial brief and designation of matter. By an order filed on November 3, 2025, the court of appeals issued an order denying U.S. Bank's motion to dismiss the appeal but striking Franks's designation of matter, with the order noting that the record on appeal should not include matter that was not presented to the lower court.

On December 22, 2025, Franks filed her amended designation of matter. On January 21, 2026, U.S. Bank filed its initial brief, and on January 22, 2026, U.S. Bank filed its designation of matter. On February 13, 2026, Franks filed her initial reply brief. On April 24, 2026, Franks filed a record on appeal that consisted of 312 pages. On May 13, 2026, Franks filed her final brief. On May 13, 2026, the court of appeals issued an order regarding a deficiency with the cover of the record on appeal and requested that Franks correct the deficiency. On May 29, 2026, the court of appeals issued an order to U.S. Bank regarding U.S. Bank's overdue final brief.

RESPONDENT'S MOTION TO STRIKE APPELLANT'S FINAL BRIEF

After receiving the overdue letter on May 29, 2026, the undersigned attorney for U.S. Bank reviewed his file to determine why the deadline was missed to file U.S. Bank's final brief. As shown by the affidavit attached as Exhibit A, despite the proofs of service filed by Franks, U.S. Bank's attorney has no record of receiving several documents from Franks. Among those documents were Franks' initial reply brief, Franks' record on appeal, and Franks' final brief. A review of Franks' final brief filed on May 13, 2026, indicates it does not match the amended initial brief that Franks filed on July 1, 2025, which is the brief to which U.S. Bank responded in its initial brief filed on January 21, 2026. A review of the Court of Appeal's online records indicates Franks filed a motion to amend her initial brief on July 28, 2025, but U.S. Bank's attorney has no record of receiving this motion to amend. U.S. Bank's attorney could also not locate, either in his records

or the online records of the Court of Appeals, an amended initial brief filed by Franks after July 1, 2025.

Rule 211, SCACR, requires that final briefs be identical to the initial briefs except for references to the record and the correction of typographical errors and misspellings. Because Franks' final brief does not match her amended initial brief filed on July 1, 2025, U.S. Bank moves that the final brief filed by Franks on May 13, 2026, be stricken and that Franks be required to file a final brief that matches, except for the revisions and corrections allowed by Rule 211, SCACR, the amended initial brief that Franks filed on July 1, 2025.

If Franks did submit a second amended initial brief to the Court of Appeals after the amended initial brief Franks filed on July 1, 2025, U.S. Bank requests that it be granted an additional thirty days from the date of this motion to respond to this second amended initial brief, as U.S. Bank's attorney has no record of receiving a copy of this second amended brief, nor could its attorney locate a copy of the second amended brief filed with the Court of Appeals. Rule 208(a), SCACR, required that Franks serve such any second amended brief on counsel for U.S. Bank, and as set forth in the affidavit attached as Exhibit A, U.S. Bank's attorney has no record of receiving any second amended initial brief from Franks, nor could its attorney locate a copy of a second amended initial brief filed with the Court of Appeals..

RESPONDENT'S MOTION TO SUPPLEMENT THE RECORD ON APPEAL

. A review of the 312 pages of the record on appeal filed by Franks on April 24, 2026, reveals that it is just a jumble of documents. The record on appeal does not contain an index that accurately references the documents in the record. This is a violation of Rule 210(e), SCACR. It makes it very difficult to locate documents in the record on appeal. For example, the commercial

promissory note at issue in this case is shown on pages 236 and 237 of the record on appeal, while the allonge to the note is shown on page 147 and the lost note affidavit is shown on page 160.

The record on appeal also includes numerous documents that are unnecessary to this appeal and were not presented to the trial court, such as the appellate court documents on pages 17-49, the documents from the prior 2017 foreclosure action on pages 185-235, the appraisal on pages 242-83, and the many emails on pages 297-310. Including such material is in violation of Rule 210(c), SCACR.

Meanwhile, some documents that are necessary to the appeal were not included in the record on appeal. On January 22, 2026, U.S. Bank filed its designation of matter to be included in the record on appeal. Many of these documents were not included in Franks' record on appeal, such as the order of reference, motions and orders staying the foreclosure case due to Franks' bankruptcy or restoring the case due to Franks' bankruptcy case being dismissed, and notices of hearing. These documents are cited in U.S. Bank's initial brief, but U.S. Bank cannot cite these documents in its final brief because the documents are not of record. Therefore, U.S. Bank moves, pursuant to Rule 212, SCACR, to supplement the record with the documents that U.S. Bank designated to be included in the record on appeal that Franks failed to include.

RESPONDENT'S MOTION FOR ADDITIONAL TIME TO SUBMIT ITS FINAL BRIEF

Attached as Exhibit B is a copy of U.S. Bank's initial brief with references to the pages on which the documents are located in the record on appeal. Highlighted in yellow on the initial brief are the documents that U.S. Bank was either not able to locate in the record on appeal or were either so scattered about in the record on appeal to make it difficult to understand the documents. U.S. Bank respectfully moves for an extension of time to file and serve its final brief while the Court of Appeals considers U.S. Bank's motion to strike Franks' final brief and U.S. Bank's motion

to supplement the record on appeal. It is impossible for U.S. Bank to complete its final brief by citations to the documents in the record on appeal if those documents are not in the record on appeal.

Respectfully submitted,

/s/ Dean A. Hayes

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June 8, 2026

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
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Joseph M. Strickland, Master-in-Equity

Appellate Case No. 2024-000917

U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust,
.....Respondent,

v.

Angela T. Franks,
.....Appellant.

AFFIDAVIT OF DEAN A. HAYES

I, Dean A. Hayes, being duly sworn, state that January Taylor and I are co-counsel for the respondent, U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust (“U.S. Bank”), and I am primarily responsible for preparing the documents in this appeal. Upon receiving notice on May 29, 2026, that U.S. Bank’s brief was overdue, I was surprised, as I was not aware that the appellant, Angela T. Franks (“Franks”) had filed her final brief and the corrected record on appeal. Upon reviewing my records and the Court of Appeals records, I realized that Franks’ initial brief was much different from the amended initial brief Franks submitted to the Court of Appeals on July 1, 2025, which is the brief to which U.S. Bank responded in its initial brief on January 21, 2026. I could not locate either in my records, nor in the Court of Appeals’ online records an initial brief that Franks filed that matched the final brief that Franks filed with the Court of Appeals on May 13, 2026. I also realized that the record on appeal that Franks filed on April 24, 2026, did not contain much of the documents that U.S. Bank had set forth in U.S. Bank’s designation of matter filed on January 22, 2026. A deeper review of my records and the Court of Appeal’s records revealed that although Franks’ proofs of service


indicated Franks mailed the documents to me, I had no record of receiving the documents from Franks. Among other documents, I have no record of receiving from Franks a copy of her initial reply brief that was filed with the Court of Appeals on February 13, 2026, her record on appeal that was filed on April 24, 2026, nor her final brief that was filed on May 13, 2026. As stated above, I also have no record of Franks filing an initial brief, whether amended or not, that matches the final brief that Franks filed on May 13, 2026.

FURTHER AFFIANT SAYETH NOT.

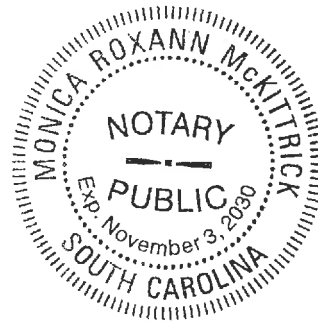


Dean A, Hayes

SWORN TO AND SUBSCRIBED before me
this 8th day of June 2026.



Notary Public for South Carolina
My Commission expires: 11/3/2030



THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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Appellate Case No. 2024-000917

U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust,
.....Respondent,

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Angela T. Franks,
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RESPONDENT’S BRIEF

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STATEMENT OF ISSUES

- I. Should Franks's appeal be dismissed because the master-in-equity's order and judgment of foreclosure and sale did not address the issues raised by Franks in the appeal, and Franks failed to file a Rule 59(e), SCRCP, motion?
- II. Should Franks be deemed to have abandoned her issues on appeal because her initial brief does not contain any arguments to support her issues?
- III. Did the master-in-equity err by not holding the current foreclosure action is barred by res judicata?
- IV. Did the master-in-equity err in failing to find U.S. Bank did not validate the debt?
- V. Did the master-in-equity err by not holding U.S. Bank violated RESPA?
- VI. Did U.S. Bank violate the bankruptcy's automatic stay?

STATEMENT OF THE CASE

This is an appeal of an order granting judgment in a mortgage foreclosure action. On June 6, 2022, U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust (“U.S. Bank”) filed a lis pendens, summons and complaint in this case against the defendants, Angela T. Franks a/k/a Angela Thomasina Franks (“Franks”) and CMS Roofing, LLC. (R.pp. 54-65). U.S. Bank also filed, on June 6, 2022, a certification of compliance with the Coronavirus Aid, Relief, and Economic Security (R.pp. 66-67). U.S. Bank’s complaint alleged, among other things, that, on or about August 16, 2010, Franks executed and delivered to SC Community Bank a promissory note (“Note”) whereby Franks promised to pay to SC Community Bank, or its assigns, the principal amount of \$56,600.00, plus interest at a variable rate and that the Note had subsequently been assigned to U.S. Bank. (R.pp. 58-60). The complaint further alleged that the Note was secured by a mortgage (“Mortgage”), also executed by Franks on August 16, 2010, on property having the address of 1205 Columbia College Drive, Columbia, SC 29203 (Property”). (R.p. 59). The complaint also alleged that Franks had failed to make the monthly payments due on the Note, that the principal amount of \$49,648.21 was due on the Note, plus interest at the rate of 6.5% per annum from the default date of April 1, 2020, and that U.S. wished to foreclose on the Mortgage. (R.p. 61-63). CMS Roofing, LLC was named as a defendant in the action because it held a judgment lien against the Property. (R.p. 63).

On June 9, 2022, Franks was personally served with the lis pendens, summons and complaint, and certificate of compliance with the CARES Act. (R.p. 93). U.S. Bank filed with the court, on June 13, 2022, a certificate that the Property was non-owner occupied, and this certificate was mailed to Franks that same day. (Certificate of Non-Owner Occupancy and Certificate of Mailing). On July 15, 2022, U.S. Bank filed with the court the following documents:

an affidavit of default; and affidavit of non-military service; and a motion for an order of reference to the master-in-equity. (Affidavit of Default, Affidavit of Non-Military Service and Motion for Order of Reference). The order of reference was issued on July 19, 2022, referring the case to Joseph M. Strickland, the master-in-equity for Richland County. (Order of Reference).

Franks filed Chapter 13 bankruptcy on September 6, 2022, so on September 8, 2022, U.S. Bank filed a motion to stay the foreclosure case because of the bankruptcy filing. (Motion to Stay Case, including Exhibit). The court issued an order staying the foreclosure case on September 9, 2022. (Order of Stay). U.S. Bank was granted relief from the bankruptcy stay by an order filed by the bankruptcy court on February 6, 2023, therefore, on May 5, 2023, U.S. Bank filed a motion to restore the foreclosure case to the active roster. (Motion to Restore, including Exhibit). The foreclosure case was restored to the active roster by an order filed on May 18, 2023. (Order to Restore).

After Franks filed another Chapter 13 bankruptcy case on July 3, 2023, U.S. Bank, on July 12, 2023, filed another motion to stay the foreclosure case due to the bankruptcy. (R.p. 10). On July 13, 2023, the court issued an order staying the foreclosure case. (R.pp. 11-12). The bankruptcy court issued an order on September 25, 2023, dismissing Franks's bankruptcy case with prejudice and prohibiting Franks from refile for a year, and based on this order, U.S. Bank filed a motion to restore the foreclosure case on February 9, 2024. (R.p. 13). An order was issued on February 16, 2024, restoring the foreclosure case. (R.p. 14).

By a notice of hearing filed on March 25, 2024 and mailed to Franks that same day, U.S. Bank notified Franks of the foreclosure hearing scheduled for April 9, 2024. (Notice of Hearing, including Certificate of Mailing). On April 8, 2024, U.S. Bank filed the following documents with the court: Note; Mortgage; assignment of commercial mortgage; assignment of leases and rents;

affidavit of attorney's fees and costs; assignment of leases and rents; and loan modification agreement). (Note; Mortgage; Assignment of Commercial Mortgage; Assignment of Leases and Rents; Affidavit of Attorney's Fees and Costs; Assignment of Leases and Rents; and Loan Modification Agreement). Franks filed a request for continuance of the April 9, 2024 hearing, and the hearing was continued. (R.p. 90-92).

The foreclosure hearing was rescheduled for 11:00 a.m. on May 14, 2024, and by a notice of hearing filed with the court on April 18, 2024 and mailed to Franks that same day, Franks was notified of the new hearing date. (Notice of Hearing and Certificate of Mailing). On May 10, 2024, U.S. Bank filed with the court another affidavit of attorney's fees and costs. (Affidavit of Attorney's Fees and Costs). At 10:41 a.m. on May 14, 2024, nineteen minutes before the foreclosure hearing, Franks filed the following documents with the court: an answer to summons and complaint; motion to dismiss; and "request for certified payoff." (R.p. 68-73). The foreclosure hearing on May 14, 2024, went forward, without a court reporter, and on May 15, 2024, the master-in-equity issued an order and judgment of foreclosure and sale ("Judgment") granting U.S. Bank's request for foreclosure. (R.p. 99-110). Franks did not file a Rule 59(e), SCRCF, motion with regard to the Judgment, but on May 31, 2024, Franks did file a notice of intent to appeal with the court of appeals. ((R.p. 5).

STANDARD OF REVIEW

"A mortgage foreclosure is an action in equity." *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 248, 489 S.E.2d 472, 475 (1997). In an appeal from an action in equity, tried by a judge alone, the appellate court may find facts in accordance with its own view of the preponderance of the evidence. *Lowcountry Open Land Trust v. Charleston S. Univ.*, 376 S.C. 399, 407, 656 S.E.2d 775, 779 (Ct. App. 2008). However, this broad scope of review does not require an appellate court to disregard the findings of the trial court or to ignore that the trial court is in a better position to

assess the credibility of the witnesses. *Pinckney v. Warren*, 344 S.C. 382, 387, 544 S.E.2d 620, 623 (2001). Moreover, the appellant is not relieved of the burden of convincing the appellate court that the trial court committed error in its findings. *Id.* at 387-88, 544 S.E.2d at 623. The appellate court may decide questions of law in an equity case without any particular deference to the trial court. *I'On, LLC v. Town of Mount Pleasant*, 338 S.C. 406, 411, 526 S.E.2d 716, 719 (2000) (citing S.C. Code Ann. § 14-8-200 (Supp. 1998)).

ARGUMENTS

- I. Franks's appeal should be dismissed because the master-in-equity's order and judgment of foreclosure and sale did not address the issues raised by Franks in her appeal, and Franks failed to file a Rule 59(e), SCRPC, motion.

In Franks's brief, she sets forth twenty issues on appeal. (Appellant's Amended Brief). A review of the Judgment issued by the master-in-equity reveals that none of these issues were addressed in the Judgment. (Master's Order and Judgment of Foreclosure and Sale). The Judgment found U.S. Bank to be holder of the Note and therefore entitled to foreclose on the Mortgage. (Master's Order Judgment of Foreclosure and Sale). The Judgment also determines the amount of the debt. (Master's Order Judgment of Foreclosure and Sale). However, the Judgment does not address the twenty issues set forth in Franks's brief. (Master's Order and Judgment of Foreclosure and Sale). Since the issues raised in Franks's appeal were not ruled on by the master-in-equity, Franks was required to file a Rule 59(e), SCRPC, motion in order to preserve the issues for appeal. *See Summer v. Carpenter*, 328 S.C. 36, 43, 492 S.E.2d 55, 58 (1997) (“[W]here trial judge did not explicitly rule on issue at trial and party did not make Rule 59(e), SCRPC, motion to amend for a ruling, it is error for an appellate court to consider the issue.”) (citing *Noisette v. Ismail*, 304 S.C. 56, 403 S.E.2d 122 (1991)); *Equivest Fin., LLC v. Ravenel*, 422 S.C. 499, 505, 812 S.E.2d 438, 441 (Ct. App. 2018) (“In order for an issue to be preserved for appellate review, it must have

been raised to and ruled upon by the trial court. Issues not raised and ruled upon in the trial court will not be considered on appeal.”) (citing *S.C. Dep’t of Transp. v. First Carolina Corp. of S.C.*, 372 S.C. 295, 301-02, 641 S.E.2d 903, 907 (2007); *Linda Mc Co. v. Shore*, 375 S.C. 432, 438, 653 S.E.2d 279, 282 (Ct. App. 2007)). Because the Judgment did not address the issues Franks raises on her appeal and Franks did not file the Rule 59(e) motion regarding those issues, the issues are not preserved for appellate review. Franks’s appeal should therefore be dismissed.

- II. Franks should be deemed to have abandoned the issues in her appeal because her brief does not contain any supporting authority to her arguments.

A review of Franks’s brief reveals she cites no authority to support her arguments. Since Franks cites no authority to support her arguments, her issues are deemed to be abandoned.

“An issue is deemed abandoned and will not be considered on appeal if the argument is raised in a brief but not supported by authority.” *Bryson v. Bryson*, 378 S.C. 502, 510, 662 S.E.2d 611, 615 (Ct. App. 2008). “[S]hort, conclusory statements made without supporting authority are deemed abandoned on appeal and therefore not presented for review.” *Glasscock, Inc. v. U.S. Fid. & Guar. Co.*, 348 S.C. 76, 81, 557 S.E.2d 689, 691 (Ct. App. 2001). “When a party provides no legal authority regarding a particular argument, the argument is deemed abandoned and the court will not address the merits of the issue.” *Equivest Fin., LLC v. Ravenel*, 422 S.C. 499, 506, 812 S.E.2d 438, 441 (Ct. App. 2018) (citing *State v. Lindsey*, 394 S.C. 354, 363, 714 S.E.2d 554, 558 (Ct. App. 2011)).

In her brief, Franks has failed to cite any supporting authority for her arguments, therefore, Franks has abandoned her arguments and the issues she raises in her brief.

- III. The master-in-equity did not err by failing to hold the current action is barred by res judicata.

For the reasons set forth above in U.S. Bank's first two arguments, the court of appeals should not consider the arguments and issues Franks sets forth in her brief. If Franks's arguments are considered by the court of appeals, Franks's first argument, that the master-in-equity erred by allowing the current foreclosure action because the current action was barred by res judicata, is without merit. Franks argues that the current case is barred because a 2017 foreclosure case, case number 2017-CP-40-03489, was dismissed without prejudice, therefore, according to Franks, res judicata bars U.S. Bank from maintaining the current action. (Consent Dismissal of 2017 Case).

"In order to establish a plea of res judicata, three elements must be established: (1) identity of the parties; (2) identity of the subject matter; and (3) adjudication of the issue in the former suit." *Sealy v. Dodge*, 289 S.C. 543, 545, 347 S.E.2d 504, 505 (1986) (citing *Lowe v. Clayton*, 264 S.C. 75, 212 S.E.2d 582 (1975)). The 2017 case was a foreclosure action between the Franks and U.S. Bank's predecessor in interest, thereby satisfying the first two elements of res judicata. However, the case was dismissed without prejudice (Consent Stipulation of Dismissal of 2017 Case). A dismissal without prejudice is not an adjudication on the merits, so the third element of res judicata is not satisfied in this case. *See McEachern v. Black*, 329 S.C. 642, 651, 496 S.E.2d 659, 663 (Ct. App. 1997) (because the dismissal was made without prejudice, res judicata does not apply). Therefore, Franks's argument that the current action is barred by res judicata is without merit.

IV. The master-inequity did not err by failing to find U.S. Bank did not validate the debt.

Franks's second and third arguments are that U.S. Bank failed to validate the debt because U.S. Bank failed to produce the original Note, "or any proof of debt validation," and failed to produce a witness at the hearing. (Appellant's Brief). Again, the court of appeals should not consider this argument for the reasons set forth in U.S. Bank's first two arguments above. If the

court of appeals does consider Franks's arguments, the court of appeals should reject Franks's second and third arguments.

First, by failing to respond to the complaint in this case, Franks was held in default, therefore, Franks admitted the allegations that U.S. Bank was the holder of the Note, the terms of the Note and Mortgage, the date Franks defaulted on the payments required by the Note, the interest rate and the other allegations regarding the debt. (R.pp. 58-62, 99-102, 111). Rule 8(d), SCRCP. The complaint set forth allegations regarding Franks's execution of the Note and Mortgage and the terms of the Note and Mortgage. (R.pp. 58-63). The complaint also set forth the following paragraph:

There is now due and owing and unpaid upon the Note and Mortgage the full and just principal sum of \$49,648.21 "unpaid principal balance", together with interest thereon at the rate of 6.5% per annum due from and after "default date" of 04/01/2020, together with the sum of any advances made, or to be made, by the Plaintiff for taxes, insurance premiums or any other purpose chargeable pursuant to the Mortgage, including, but not limited to, late charges, collection costs, and reasonable attorney's fees and the costs of this action.

(R.p. 62). Since the principal amount and the interest rate are set forth, along with the date from which the interest is calculated, the principal and interest is a liquidated amount. *See Beckman Concrete Contractors., Inc. v. United Fire and Cas. Co.*, 360 S.C. 127, 131-32, 600 S.E.2d 76, ___ (Ct. App. 2004) ("Liquidated damages 'are damages the amount of which had been made certain and fixed either by the act and agreement of the parties or by operation of law to a sum which cannot be changed by the proof.'") (quoting 22 Am. Jur. 2d *Damages* § 489 (2003)). "They are also defined as damages the amount of which has been ascertained by judgment *or by the specific agreement of the parties or which are susceptible of being made certain by mathematical calculation from known factors.*" *Id.* (quoting 22 Am. Jur. 2d *Damages* § 489 (2003)) (emphasis added).

In the Judgment, the principal amount set forth is \$49,648.21, and the amount of interest through the date of the hearing is \$13,561.44, which is obtained by multiplying the principal times the interest rate of 6.5% per annum times the days since the default date. (R.p. 102).

Second, the original note is not generally required. “A duplicate is admissible to the same extent as an original unless (1) a genuine question is raised as to the authenticity of the original or (2) in the circumstances it would be unfair to admit the duplicate in lieu of the original.” *Bank of Am. v. Draper*, 405 S.C. 214, 223, 746 S.E.2d 478, 482-83 (Ct. App. 2013) (quoting Rule 1003, SCRE). In this case, there was no genuine question as to the authenticity of the original, and it was not unfair to admit the duplicate in lieu of the original. The record in this case indicates that Franks, by filing bankruptcy twice and by filing multiple motions after she was in default, was only trying to extend the foreclosure action. There was never any dispute that U.S. Bank was entitled to enforce the Note and Mortgage and the calculation of the debt.

V. The master-inequity did not err by not holding U.S. Bank violated RESPA.

Again, for the reasons set forth above in U.S. Bank’s first two arguments., the court of appeals should not consider the argument that U.S. Bank violated RESPA. If the court of appeals does consider this argument, the court of appeals should deny it because Franks has offered no evidence to support this argument. The court of appeals should also deny this argument because RESPA is an affirmative defense that Franks was required to raise in a responsive pleading, but she failed to respond to the summons and complaint in this case. See Rule 8(c), SCRPC.

VI. U.S. Bank did not violate the bankruptcy’s automatic stay.

For the reasons set forth above in U.S. Bank’s first two arguments, the court of appeals should not consider the arguments and issues Franks sets forth in her brief. If the court of appeals considers Franks’s argument that U.S. Bank’s motion to lift the bankruptcy’s automatic stay was improper, the court should find this argument is without merit. The bankruptcy court and the

federal district courts have original and exclusive jurisdiction over Title 11 of the United States Code. *See* 28 U.S.C. § 1334 (2022). Franks has offered no evidence that U.S. Bank violated the automatic stay in her bankruptcy cases. The bankruptcy court considered and granted U.S. Bank's motion to lift the automatic stay. (Order Lifting Stay and Order Denying Motion to Extend Stay and Dismissing Case with Prejudice for One (1) Year). Since the bankruptcy court has jurisdiction over Franks's bankruptcy case, if Franks disagreed with the bankruptcy court's orders, Franks was required to raise this issue in bankruptcy court or federal district court.

CONCLUSION

For the reasons set forth above, the court should deny the appeal filed by the appellant, Angela T. Franks.

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity
Civil Action Number: 2022-CP-40-02905


Appellate Case No.: 2024-000917

U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust,
..... Respondent
v.
Angela T. Franks,
..... Appellant

PROOF OF SERVICE

I certify that I have, on June 8, 2026, served a copy of the Respondents' motion to strike Appellant's final brief, Respondent's motion to supplement the record on appeal, and Respondent's motion for additional time to file its final brief upon the following by mailing it to the pro se Appellant noted below and by emailing it to other counsel of record.

Angela T. Franks, P.O. Box 983, Columbia, SC 29202
January N. Taylor, Esq. (jtaylor@mtglaw.com)



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Jun 08 2026

SC Court of Appeals

June 8, 2026

(Via Email: ctappfilings@sccourts.org)

Jenny Kitchings
Clerk of Court
Court of Appeals
P.O. Box 11629
Columbia, SC 29202

Re: Appellate Case No.: 2024-000917
U.S. Bank Trust NA as Trustee for Waterfall Victoria Grantor Trust II, Respondent, v.
Angela T. Franks, Appellant
MTB File No.: 22350.1.2

Dear Ms. Kitchings:

Attached please find a copy of Respondent's motion to strike Appellant's final brief, Respondent's motion to supplement the record on appeal, and Respondent's motion for additional time to file its final brief. Also attached is the proof of service.

The \$50.00 check for the motions is being mailed to the Court of Appeals.

Sincerely,

Dean Hayes

DAH/DAH

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