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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas
The Honorable James E. Chellis
Master in Equity for Dorchester County

Appellate Case No. 2026-000306

Reliance First Capital, LLC,

Respondent,

v.

Nikia Renee Noisette; Arbor Oaks Homeowners Association,

Defendants,

Of whom Nikia Renee Noisette; is the

Appellant.

RESPONDENT'S INITIAL BRIEF

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STATEMENT OF ISSUE ON APPEAL

I. Whether the Master-in-Equity correctly denied Nikia Noisette's ("***Appellant***") 60(b) Motion to Vacate Judgment, that Reliance First Capital, LLC ("***Respondent***") provided proper service of process to Appellant under SCRCP Rule 4

II. Whether Appellant's arguments regarding personal jurisdiction, improper service, and due process are unsupported by law, unpreserved, or insufficient to show an abuse of discretion by the Master in Equity.

STATEMENT OF THE CASE

This action is to set aside an Order denying a 60(b) Motion stemming out of a foreclosure sale of the subject property due to Appellant's default on a loan secured by real property located in Dorchester County, South Carolina. Respondent commenced this action after Appellant failed to make required payments under the note and mortgage. The record reflects that Respondent produced the operative loan documents and evidence of default.

Following a hearing, the Master in Equity entered a final order of foreclosure and sale occurred on March 10, 2025 with a final bid of $100,00.00. Appellant then filed a motion to set aside the judgment under SCRCP Rule 60(b) on May 23, 2025, claiming that she was not properly served. The motion hearing occurred on January 8, 2026 in which the Master in Equity ruled against Appellant, stating Respondent met the requirements outlined in SCRCP Rule 4(d)(1) and service was indeed proper. This appeal followed. There are three reasons why this Court should affirm the Master in Equity's rulings:

First, the Master in Equity properly denied Appellants 60(b) given the evidence shows that personal jurisdiction was not lacking and Respondent had proven its compliance with SCRCP Rule 4(d)(1) for service of process on an individual;

Second, the Master in Equity had not abused his discretion in denying Nikia Noisette's Rule 60(b) Motion; and

Third, the Master in Equity correctly applied Rule 60(b) and found that Nikia Noisette had not been denied due process.

I. Statement of the Facts

Nikia Renee Noisette ("***Nikia Noisette***") made, executed and delivered to Reliance First Capital, LLC, its successors and assigns, a certain promissory note dated November 19, 2021 in writing wherein and whereby Nikia Noisette promised to pay to Reliance First Capital, LLC, its successors and assigns, the principal sum of $280,328.00 together with the initial interest rate of 3.5% per annum on the unpaid balance ("***Note***"); said principal and interest being payable in monthly installments thereafter until the said Note is fully paid. Compl. ¶ 5. In order to secure payment of said Note, Nikia Noisette made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Reliance First Capital, LLC, it successors and assigns, a certain mortgage dated November 19, 2021 ("***Subject Mortgage***") securing the below described real property, including any and all improvements to the property, located in Florence County, South Carolina ("***Subject Property***"):

> ALL that piece, parcel or lot of land, lying, situate and being in the Town of Summerville, County of Dorchester, State of South Carolina, shown and designated as "LOT 94" and being more specifically shown on a plat prepared by Trico Engineering Consultants, Inc., entitled "PLAT SHOWING ARBOR OAKS, PHASE 2B, 13.466 ACRES, A PORTION OF TMS 152-00-00-052, PROPERTY OF GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT COMPANY, LOCATED IN THE TOWN OF SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA", dated August 8, 2003, and recorded January 22, 2004 in the ROD Office for Dorchester County in Plat Book K at Page 87.
>
> THIS BEING the same property conveyed to Nikia Renee Noisette by deed of David W. Moore and Allyson M. Moore dated November 4, 2021 and recorded November 22, 2021 in the Dorchester County ROD Office in Book 13817 at Page 98.
>
> *Parcel No.* 152-04-14-006
> *Property Address:* 402 Arbor Oaks Drive
> Summerville, SC 29485

Compl. ¶ 6.

The Subject Mortgage was recorded on November 22, 2021 in the Office of the Register of Deeds for Dorchester County, South Carolina, in Book 13817 at Page 103 and subsequently assigned to Reliance First Capital, LLC by assignment. Compl. ¶¶ 7-8.

The Note and the Subject Mortgage evidences and secures the repayment of money advanced by Reliance First Capital, LLC, its successors and assigns, to, or on behalf of, Nikia Noisette and constitutes a valid first lien on the Subject Property. Compl. ¶ 9. In and by the terms of the Note and the Subject Mortgage securing the same, it is provided, among other things, that upon failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Subject Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure. Compl. ¶ 11. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys' fees if the said Note be placed in the hands of an attorney for collection after default. Compl. ¶ 12. Any notice required by the terms of the Subject Mortgage or by State or Federal law was given to the applicable defendant(s) prior to the commencement of Lakeview Loan Servicing, LLC's foreclosure action. Compl. ¶ 10.

According to Reliance First Capital, LLC's business records, the installments of principal and interest falling due from and after April 1, 2023 had not been paid, thereby placing Nikia Noisette in default under the terms of the Note and the Subject Mortgage. Compl. ¶ 14.

II. Procedural History

A. Appellant Nikia Noisette made a Rule 60(b) motion to set aside the judgment which the master in equity denied and Nikia Noisette now appeals that decision.

On February 7, 2024, Plaintiff filed its *Lis Pendens*, Summons, and Complaint for Foreclosure. *See generally* Compl. According to its affidavit of service, Reliance First Capital, LLC served Nikia Noisette on February 16, 2024. *See* Aff. of Service. Nikia Noisette did not file an answer or on and on March 20, 2024 Plaintiff filed an Affidavit of Default. *See* Aff. of Default. The Court of Common Pleas referred the matter the Master in Equity by Order of Reference filed on March 21, 2024. *See* Order of Reference.

A hearing was held on May 23, 2024 where Master in Equity James E. Chellis authorized a foreclosure sale to occur on July 2, 2024 via an Order. *See* May 2024 Sale Order. Appellant was provided with a Notice of Sale on May 23, 2024. *See* May 2024 Form 4. Subsequently, Appellant filed for Chapter 13 bankruptcy on June 28, 2024 and the foreclosure sale was cancelled.

On August 26, 2024, "Nikia Renee Noisette, as executrix of the estate of Nikia Renee Noisette" filed a document title "Notice of Interest." *See* Notice of Interest. The court entered an order denying the relief sought in the Notice of Interest on October 22, 2024. *See* October Order.

On September 25, 2024, the United States Bankruptcy Court, District of South Carolina dismissed Appellant's case and a new Order authorizing the foreclosure sale to proceed was granted on October 21, 2024. *See* October 2024 Sale Order. The sale date was set for January 7, 2025. Appellant again filed for Chapter 13 bankruptcy on October 24, 2024 and Respondent withdrew the Notice of Sale on December 30, 2024 and the January sale was cancelled. This time, the Appellant's bankruptcy was dismissed for failure to file timely documents and the Master in Equity set a new sale date of May 6, 2025.

Again, Appellant filed for Chapter 13 bankruptcy, but the bankruptcy court held that no automatic stay was in effect for the Subject Property located at 402 Arbor Oaks Drive, Summerville, SC 29485. *See* Notice of Order. The sale took place on May 6, 2025 with a final bid of $100,000.00. On June 5, 2025, Appellant filed a Rule 60(b) motion to void the judgment issued in the May 23, 2024 Order for foreclosure sale, due to her pending bankruptcy case as well as claiming Respondent did not properly serve Appellant .

On January 14, 2026, the Master in Equity issued an Order denying Appellant's Rule 60(b) motion to set aside the judgment, in favor of Reliance First Capital, LLC, finding Nikia Noisette had failed to meet her burden in proving the foreclosure action needed to be set aside. *See generally* Order (Defendant's 60(b) Motion Denied). The Master in Equity held that viewing the facts Nikia Noisette had failed to submit evidence that Reliance First Capital, LLC, had failed to properly serve Appellant and that Nikia Noisette had failed to submit evidence to support her defense of improper service. *Id*. Because there was no issue of improper service, the Master denied Appellant's Rule 60(b) Motion.

On February 10, 2026, Nikia Noisette filed a Notice of Appeal of the January 14, 2026 Order denying Appellant's Rule 60(b) Motion to vacate judgment.

ARGUMENTS

I. Standard of Review

A. The master in equity's decision denying appellant's motion to set aside the judgments should be affirmed where there is no abuse of discretion.

Under Rule 60(b), the decision of whether to grant or deny the motion is within the judge's "sound discretion." *Raby Construction, LLP, v.* Orr, 358 S.C. 10, 18, 594 S.E.2d 478, 482 (Ct. App. 2004) (citing *Coleman v. Dunlap,* 306 S.C. 491, 494, 413 S.E.2d 15, 17 (1992)). On appeal of a Rule 60(b) motion, the appellate court will only review whether there was an abuse of discretion. *Id*. "An abuse of discretion arises where the judge issuing the order was controlled by an error of law or where the order is based on factual conclusions that are without evidentiary support. *BB&T v. Taylor*, 369 S.C. 548, 551, 633 S.E.2d 501, 503 (2006) (citing *Tri-County Ice & Fuel Co. v. Palmetto Ice Co.*, 303 S.C. 237, 242, 399 S.E.2d 779, 782 (1990)).

II. The Master in Equity Correctly Denied Nikia Noisette's Motion to Set Aside the Judgment on her Cause of Action of Improper Service.

The Master in Equity correctly denied Appellant's 60(b) Motion and allowed the foreclosure sale to stand. "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*.

The Note and the Subject Mortgage are direct evidence of the terms and existence of the agreement entered into by Nikia Noisette. Reliance First Capital, LLC's Affidavit of Indebtedness clearly establishes the breach of the Note and the Subject Mortgage and the amount and measures of damages sustained by Reliance First Capital, LLC as a result of the breach by Nikia Noisette. With the copies of the Note, the Subject Mortgage, and Reliance First Capital, LLC's Affidavit of Indebtedness, the essential elements and facts of its cause of action for foreclosure were established. *See U.S. Bank Trust Nat. Ass'n v. Bell*, 385 S.C. 364, 374-75, 684 S.E.2d 199, 205 (Ct. App. 2009). Appellant's Initial Brief does not focus on appeal of the foreclosure order itself but rather the denial of Appellant's 60(b) Motion based on improper service because Appellant believes she had to be personally served by Respondent. As laid out by SCRCP Rule 4(d)(1), to an individual can be served by:

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

S.C.R.Civ.Pro. 4(d)(1).

Respondent's Affidavit of Service establishes that Respondent complied with the above-listed four elements of service, also laid out in the Master's Order authorizing the foreclosure sale, because Reliance First Capital, LLC left a copy of its Summons and Complaint with a person of suitable age (certificate of service lists the man as 26-30 years old), who seemed to be residing at Ms. Noisette's residence. As such, there are no issues of fact showing improper service and the four elements are satisfied. Rule 60(b) motions are only reviewed by the appellate court for abuse of discretion and here, there is no evidence of any abuse of that kind as the Master in Equity plainly laid out the facts and elements that Respondent met to prove service occurred and there is no other reason the judgment should be set aside.

To prevail in a foreclosure action, a plaintiff must show the existence of the debt, the mortgage securing the debt, the default of the obligations under the note and mortgage, and the resulting damages from the default. Reliance First Capital, LLC met its burden of proof as to each of the allegations made in its complaint, and the undisputed record shows that Reliance First Capital, LLC was entitled to a judgment of foreclosure and sale as a matter of law. Once Reliance First Capital, LLC met its burden, and the foreclosure sale order was granted, Appellant Nikia Noisette had the opportunity to present specific, admissible evidence showing why the judgment should be set aside because of (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence; (3) fraud or other misconduct by the adverse party; (4) the judgment being void; or (5) the judgment has been satisfied or discharged.

Instead, Nikia Noisette relies on unsupported assertions that she was never personally served with Respondent's Summons and Complaint, irrelevant and non-binding arguments and case law that do not address service of process under SCRCP Rule 4(d)(1). *See* Initial Br. of Appellant, pp. 3-4. These arguments are legally insufficient to set aside a judgment and are unsupported by the undisputed record. Further, Appellant argues that the false identification of "Ronald Noisette" was more than harmless surplusage and that the individual does not reside in her home, but Appellant provides no evidence to refute who the individual is or where he resides, or make any argument that the individual was not of a suitable age or discretion.

Accordingly, Nikia Noisette has failed to identify a single element of abuse of discretion in the Master in Equity's denial of her 60(b) motion. The record shows that Reliance First Capital, LLC met its burden in proving its prima facie case for foreclosure, including proper service, this Court should affirm the Master in Equity's order denying Appellant's 60(b) motion.

III. The Master in Equity Correctly Applied Rule 60(b)(4).

Nikia Noisette contends that the Master in Equity erred by treating the matter as a "general discretionary" Rule 60(b) motion rather than a "jurisdictional challenge." Rule 60(b) motions are inherently at the Judge's discretion. *Raby Construction,* 358 S.C. at 18, 594 S.E.2d at 482 (Ct. App. 2004). While a Rule 60(b) motion can be used to challenge personal jurisdiction, here, as the Master in Equity pointed out, the Appellant is using a plethora of "pseudo-legal" terms in an attempt to confuse the court at the expense of judicial efficiency. The Master in Equity correctly ruled in denying Appellant's Rule 60(b) Motion because he determined, at his own discretion, that

Nikia Noisette was properly served and therefore the court did not lack personal jurisdiction over the matter.

IV. Nikia Noisette Was Not Denied Due Process and Had Adequate Notice of the Foreclosure Proceedings.

Appellant claims in her Initial Brief that she was denied due process because she did not receive constitutionally adequate notice of the foreclosure proceedings before the Master authorized the sale of the Subject Property. The Summons and Complaint were left at Ms. Noisette's home on February 10, 2024 and the hearing did not occur until May 23, 2024. After Appellant filed for bankruptcy multiple times, the sale finally took place on May 6, 2025, over a year and a half from when Appellant was originally served. Appellant had adequate notice of the proceedings over this time as she made over twenty-five filings beginning in August of 2024.

CONCLUSION

Reliance First Capital, LLC requests that this Court affirm the January 14, 2026 Order denying Nikia Noisette's Rule 60(b) Motion to Set Aside the Judgment for three reasons:

First, the Master in Equity properly denied Appellants 60(b) given the evidence shows that personal jurisdiction was not lacking and Respondent had proven its compliance with SCRCP Rule 4(d)(1) for service of process on an individual;

Second, the Master in Equity had not abused his discretion in denying Nikia Noisette's Rule 60(b) Motion; and

Third, the Master in Equity correctly applied Rule 60(b) and found that Nikia Noisette had not been denied Due Process.

[SIGNATURE TO FOLLOW]

RESPECTFULLY SUBMITTED,

Dated: June 26, 2026

/s/J. Martin Page

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