

THE STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS

APPELLATE CASE NO.: 2025-002085 (Lower Court Case No.: 2020-CP-39-00480)

Christopher Pettross and Maria Ferguson, Appellants,

v.

WBL SPO II, LLC, Neal Pfeiffer, and Paulette Pfeiffer, Respondents.

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Jul 01 2026

SC Court of Appeals

APPELLANTS' CONSOLIDATED REPLY: SUBSTANTIVE JUSTICE OVER PROCEDURAL TECHNICALITY AND NOTICE OF MANDATORY SERVICE EXTENSIONS

Appellants Christopher Pettross and Maria Ferguson, appearing pro se, respectfully submit this Reply to the Respondent's Objection. Appellants prove through raw court logs, financial receipts, and sworn admissions that they were "legally silenced" and "structurally blinded" by officers of the court, making timely compliance with Rule 207, SCACR a legal and physical impossibility.

I. PRECISE LEGAL AUTHORITIES SUPPORTING RELIEF

1. THE 5-DAY POSTAL EXTENSION (Rule 26(c), SCACR / Rule 6(e), SCRCP): Under South Carolina law, whenever a party is required to do an act within a prescribed period after service of a paper, and the paper is served by mail, five (5) days shall be added to the prescribed period [Conversation History].
2. MANDATORY MAIL SERVICE (Rule 77(d), SCRCP): Because Appellants were pro se and excluded from the electronic system (Exhibit A), the Clerk of Court was mandatorily required to serve notice of every order by mail. Failure to do so tolls all deadlines. [OBJ]
3. JUDICIAL DISQUALIFICATION (Canon 3E(1), SC Code of Judicial Conduct): A judge must disqualify themselves if they served as a lawyer for a party in the matter in controversy [Conversation History].
4. EXTRINSIC FRAUD (Chewning v. Ford Motor Co., 354 S.C. 72): If fraud or conflict prevents a party from having a "real contest" in court, the judgment is a legal nullity and must be vacated. [OBJ]
5. UNAUTHORIZED PRACTICE OF LAW (Matrix Financial Services Corp. v. Frazer, 394 S.C. 134): Foreclosure is barred in equity if the lender bypassed the requirement for a licensed SC attorney to supervise the "Ink to Paper" closing [Conversation History].
6. DEBT TRAP, MORTAL TAINT, VOID AB INITIO
The Doctrine of "Mortal Taint" and Substance over form. Anatomy of a 19 Day- Debt Trap.

II. THE ARGUMENT: GROUNDED EVIDENCE OF MISCONDUCT

1. The Judicial Conflict of Interest [EXHIBIT B]

Appellants have produced a Visa Debit receipt for \$2,500.00 dated 9/17/19 and a Fee Agreement signed by Daniel E. Hunt for "Civil Questions" regarding 103 Woodland Circle. Special Referee Daniel Hunt presided over and signed the foreclosure judgment on the [REDACTED] same property for which he was previously private counsel. Under [REDACTED] Canon 3E(1), this judgment is void.

2. The Structural Blackout and the Postal Rule [EXHIBIT A]

The court's Notice of Electronic Filing (NEF) log dated 12-13-2023 proves the "Consent Order" was served exclusively to Adam Lambert electronically. The log explicitly states Appellants [REDACTED] "have not been served electronically" and must be served by "traditional means" (USPS mail). WBL's attempt to enforce a 10-day window without the mandatory 5-day mailing extension is a misapplication of the law. [REDACTED]

3. Jurisdictional Void: Suing Deceased Parties [EXHIBIT G]

Litigation continued against Dina Claire Culff and Donald Culff long after their deaths (April 2020 and February 2024, respectively). A deceased person lacks the legal capacity to be sued, and a suit must be brought against the Estate. The failure to substitute the parties renders the 2025 orders a legal nullity.

4. UPL and Document Tampering [EXHIBIT D]

The WBL Mortgage states it was "made" on Feb 28, 2020 [REDACTED], but was notarized [REDACTED] 8 days earlier on Feb 20, 2020 [REDACTED]. Brian Wade acted only as a Notary, while the documents were prepared by a Rhode Island firm in violation of SC law. Donald Culff admitted under oath he did not see an SC attorney at the closing [Conversation History]. [REDACTED]

APPELLANTS' LEGAL AUTHORITY INDEX

1. JUDICIAL CONFLICT OF INTEREST (EXHIBIT B)

- Law: SC Code of Judicial Conduct, Canon 3E(1) (Mandates a judge's disqualification if they served as a lawyer in the matter in controversy). [REDACTED]
- Case: *Chewing v. Ford Motor Co.*, 354 S.C. 72 (2003) (Holds that a judgment obtained while an officer of the court is conflicted is a product of Extrinsic Fraud and is a legal nullity). [REDACTED]
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2. STRUCTURAL BLACKOUT & THE 5-DAY POSTAL RULE (EXHIBIT A)

- Law: **Rule 26(c), SCACR and Rule 6(e), SCRCP** (Mandates that five (5) days shall be added to the prescribed period when a party is served by mail) [395, Conversation History].
- Law: **Rule 77(d), SCRCP** (Requires the Clerk of Court to mail notice of the entry of an order to every party who is not an electronic filer). [REDACTED]

- Case: **Bartles v. Livingston, 282 S.C. 448 (Ct. App. 1984)** (Establishes that a foreclosure decree is not binding if the party was denied a real contest due to notice failure).^{[OBJ][OBJ]}

3. UNAUTHORIZED PRACTICE OF LAW (UPL) (EXHIBIT D)

- Law: **SC Code Ann. § 40-5-310** (Criminalizes the practice of law by non-lawyers and out-of-state entities, including the preparation of deeds and mortgages) [Conversation History].
- Case: **Matrix Financial Services Corp. v. Frazer, 394 S.C. 134 (2011)** (Specifically holds that a lender is barred from foreclosure in equity if the mortgage was obtained through UPL) [Conversation History].

4. JURISDICTIONAL VOID / SUING DECEASED PARTIES (EXHIBIT G)

- Law: **Rule 25(a), SCRPC** (Requirement for formal substitution of parties; a deceased person lacks the legal capacity to be sued) [Conversation History].
- Case: **Antrum v. Hartsville Prod. Credit Ass'n, 228 S.C. 201 (1955)** (Determines that jurisdictional defects in a foreclosure judgment constitute an insuperable bar to the proceeding).

5. "RENT-A-BANK" / TRUE LENDER USURY SCHEME (NARRATIVE)

- Law: **SC Consumer Protection Code § 37-1-101** (Protects residential property from usury and unconscionable credit practices) [Conversation History].

6. ATTORNEY ABANDONMENT / EXCUSABLE NEGLIGENCE (EXHIBIT C)

- Law: **Rule 207(c), SCACR** (Grants the appellate court the power to relieve a party of a failure to comply with transcript rules for excusable neglect).^{[OBJ][OBJ]}
- Case: **Global Client Solutions, LLC v. Osello, 2016 MT 50** (Holding that ambiguous or misleading procedural circumstances created by more sophisticated parties must be resolved in favor of the non-drafting party).^{[OBJ][OBJ]}

7. LEGAL ARGUMENT: THE 100.6% APR LOAN AS A FRAUDULENT INSTRUMENT "VOID AB INITIO"

THE RAW EVIDENCE: ANATOMY OF A 19-DAY DEBT TRAP [EXHIBIT I]

III. TRANSCRIPTS DILIGENTLY ORDERED

Appellants require the transcripts from the following hearings, which they have moved with diligence to acquire as of April 3, 2026, upon finally gaining access to the record:

•Hearings Ordered: 01/19/2021, 12/01/2022, 09/11/2024, 10/18/2024, 12/06/2024, 12/15/2024, 02/25/2025, 04/07/2025, 07/24/2025, 08/29/2025, and 09/15/2025.^{[OBJ][OBJ]}

CONCLUSION

Respondent seeks to use a procedural technicality to hide Extrinsic Fraud. Appellants acted with high urgency once notice was finally received. Because the underlying judgment is within the 10-day deadline was subject to the [OBJ]5-day mailing extension, the transcript must be allowed.

RESPECTFULLY SUBMITTED,

Christopher Pettross, Appellant Pro Se
103 Woodland Cir, Easley, SC 29640 Phone: 864-991-5473

Maria Ferguson, Appellant Pro Se
103 Woodland Cir, Easley, SC 29640 Phone: 864-991-5473

Date: July 1, 2026

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Reply and Exhibits A, B, C, D, G, H and I has been served upon the following counsel by depositing the same in a USPS mailbox, by hand, with first-class postage prepaid, on this 1st day of July, 2026:

1. John S. Kay, Esq. (SC Bar #7914) Hutchens Law Firm LLP, 240 Stoneridge Drive, Suite 400, Columbia, SC 29210 [OBJ]

2. Matthew D. McCord, Esq. (SC Bar #79030) McCord Law Firm, LLC, 109 East North Street, Greenville, SC 29601 [OBJ]

3. Brian Keith James, Esq. (SC Bar #11215) Brian K. James, LLC, P.O. Box 93, Easley, SC 29641 [OBJ]

4. Demetri K. Koutrakos, Esq. (SC Bar #11318) Callison Tighe & Robinson, LLC, P.O. Box 1390, Columbia, SC 29202 [OBJ]

5. Sean J. Hinton, Esq. (SC Bar #100123) Cleveland Hinton Attorneys, P.O. Box 9, Pickens, SC 29671 [OBJ]

Signed: _____

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VERIFYING STATEMENT

I, the undersigned, declare under penalty of perjury under the laws of South Carolina that the foregoing is true and correct to the best of my knowledge, and that the attached exhibits are true copies of original records and court logs.

July 1, 2026

Christopher Pettross / Maria Ferguson
- Pro Se