STATE OF SOUTH CAROLINA

COURT OF APPEALS

Appellate Case No. 2026-001122

Trial Court Case No. 2025-CP-10-03716

Charleston County Court of Common Pleas

Ninth Judicial Circuit

COLONIAL SAVINGS, F.A.,

Plaintiff-Respondent,

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SC Court of Appeals

vs.

ELIZABETH M. DIMLER,

Charleston, South Carolina 29406,

Defendant-Appellant,

and

OAK BLUFF HOMEOWNERS ASSOCIATION, INC.,

Co-Defendant.

SECOND AMENDED NOTICE OF APPEAL

Rule 240, SCACR

PLEASE TAKE NOTICE that Defendant-Appellant Elizabeth M. Dimler, appearing sui juris, hereby files this Second Amended Notice of Appeal pursuant to Rule 240, SCACR, to amend the Amended Notice of Appeal previously filed on June 2, 2026 in the above-captioned appellate proceeding, Appellate Case No. 2026-001122, to add a fourth order entered by the Charleston County Court of Common Pleas.

I. ORDERS BEING APPEALED

Defendant-Appellant appeals from the following four orders of the Charleston County Court of Common Pleas, Ninth Judicial Circuit, the Honorable Dale E. Van Slambrook, presiding, all of which are incorporated herein by reference:

Order 1: Order Denying Defendant Dimler's Motions to Dismiss and Granting Plaintiff's Motion for Sanctions, entered February 17, 2026, signed by the Honorable T.J. Rode (the "February 17 Order").

Order 2: Order Granting Plaintiff's Motion to Substitute Party Plaintiff, entered March 27, 2026, signed by the Honorable Dale E. Van Slambrook (the "March 27 Order").

Order 3: Order Granting Defendant's Emergency Motion to Deem Rule 59(e) Motion Timely and to Waive Bond Requirement, entered May 7, 2026, signed by the Honorable T.J. Rode (the "May 7 Order").

Order 4 (NEW): Order Denying Defendant's Motion to Alter, Amend, and/or Reconsider, electronically signed June 23, 2026 at 7:11 PM by the Honorable Dale E. Van Slambrook, electronically filed June 24, 2026 at 9:47 AM, Case No. 2025-CP-10-03716 (the "June 23 Order"). This order denied Defendant's Rule 59(e), SCRCP Motion to Alter, Amend, and/or Reconsider filed May 18, 2026, directed to the March 27 Order.

II. BASIS FOR AMENDMENT

Rule 240, SCACR authorizes a party to amend a previously filed Notice of Appeal. The June 23 Order is a new final order, entered after the Amended Notice of Appeal was filed on June 2, 2026, that disposes of Defendant-Appellant's pending Rule 59(e) motion directed to the March 27 Order. Amendment is necessary to add this fourth order to the pending appeal and to ensure all orders arising from the March 27 substitution ruling are before this Court in a single proceeding.

The June 23 Order is directly related to the orders already pending before this Court. The trial court's statement in the June 23 Order that the arguments in the motion to reconsider "have bearing on the merits of the case which were specifically not addressed by the Court" confirms that no court has yet ruled on the substantive defects in the chain of title, the validity of the Assignment of Mortgage recorded at Book 1273, Page 317, or the standing-at-inception arguments raised by Defendant-Appellant. Those issues are preserved for appellate review.

III. TIMELINESS

The June 23 Order was served on Defendant-Appellant by first-class mail on June 24, 2026, as confirmed by the Notice of Electronic Filing reflecting that Elizabeth M. Dimler, as a non-EFS party, "must be served by traditional means." Under Rule 203(b)(1), SCACR, Defendant-Appellant has thirty (30) days from the date of service to file a Notice of Appeal of this order. This Second Amended Notice of Appeal is timely filed within that period.

IV. PRIOR APPEAL HISTORY IN THIS PROCEEDING

The original Protective Notice of Appeal was filed April 9, 2026. The Court of Appeals issued deficiency letters which Defendant-Appellant timely addressed. The Amended Notice of Appeal was filed June 2, 2026, before the June 7, 2026 deadline established by the Court, incorporating three orders as set forth in Section I, Orders 1 through 3 above. This Second Amended Notice of Appeal adds a fourth order as set forth in Section I, Order 4.

V. ISSUES PRESERVED FOR APPEAL

Defendant-Appellant preserves all issues raised in the prior Notice of Appeal and Amended Notice of Appeal, including but not limited to: (1) the validity of the substitution of Selene Finance, LP as plaintiff under Rule 25(c), SCRCP, which requires a valid transfer of interest as a predicate — the threshold question of whether any valid transfer of interest occurred is inseparable from the question of whether the Assignment of Mortgage recorded at Book 1273, Page 317 is void, which the trial court has expressly left unaddressed; (2) Colonial Savings, F.A.'s standing at the inception of the action filed July 1, 2025, under Rule 17(a), SCRCP, S.C. Code Ann. § 36-3-

301, Hill v. S.C. Dep't of Health & Envtl. Control, 389 S.C. 1, 22, 698 S.E.2d 612, 623 (2010), and Bank of Am., N.A. v. Draper, 405 S.C. 214, 220, 746 S.E.2d 478, 481 (Ct. App. 2013) ("it is ownership of the right sought to be enforced which qualifies one as a real party in interest"); (3) the validity of the three Assignments of Mortgage recorded in Charleston County, all purporting to transfer interests in the mortgage at Original Book 0821, Page 007, each void on the face of the recorded instruments: Assignment 1, Book 1273, Page 317 (recorded October 15, 2024) — void on five independent grounds: (a) MERS MIN 1000536-0131722513-3 deactivated by Colonial itself on September 14, 2024, thirty-one days before recording on October 15, 2024; Colonial's own MERS® Milestone Report (Exhibit M-23) confirms by name that Colonial used the "Deactivate-Assigned from MERS for Default or Bankruptcy" transaction, which under the MERS® System Procedures Manual, Release 26.1, required the underlying Assignment to be executed no later than seven (7) calendar days after the default event, executed before foreclosure is initiated, and promptly sent for Recordation — the Assignment was executed August 8, 2024, deactivation did not occur until September 14, 2024 (thirty-seven days after execution), and Recordation did not occur until October 15, 2024 (sixty-eight days after execution), each date independently exceeding the Manual's seven-calendar-day execution requirement; (b) Colonial, the named recipient, had already terminated the MIN being conveyed to it, making the chain self-defeating on its face; (c) lack of authority under 15 U.S.C. § 1641(f)(1) — Colonial held servicing rights only and the Note was held by Freddie Mac; (d) conflicted Texas notarization exclusively in Tarrant County with no South Carolina acknowledgment; and (e) total Colonial self-dealing under Restatement (Third) of Agency § 8.03 — every signatory, witness, notary, and filing party (Jeanette Cooper as Vice President, Servicing Administration, Colonial Savings, F.A., acting as MERS "Assistant Secretary"; Keegan Kelly, Colonial Loss Mitigation; Lavon Fountain, Colonial

Billing Specialist; Sheridan H. Karl, Administrative Assistant, Colonial Savings, F.A. (employed May 2023–September 2025), acting as Texas notary on August 8, 2024; Riley Pope & Laney, LLC, Colonial's foreclosure counsel) was a Colonial affiliate; no independent MERS officer, no independent notary, and no Freddie Mac authorization appears on the instrument; Assignment 2, Book 1351, Page 243 (recorded November 19, 2025) — void on five independent grounds: (a) Colonial's account was zeroed November 13, 2025, six days before recording, leaving no interest to convey under nemo dat quod non habet; (b) lack of authority under 15 U.S.C. § 1641(f)(1); (c) notary Holly Moore identified herself on the face of the instrument as "Notary Public for Colonial Savings FA" — corroborated by her actual employment as Mortgage Payoff Clerk, Colonial Savings, F.A. (employed since June 2012) — rendering the notarization void under Texas Occupations Code § 406.024 and unrecognizable under S.C. Code Ann. § 26-2-20; (d) Bobby Bosillo signed as Witness #1 on this instrument and then appears as the executing signatory on Assignment 3; Bosillo's actual employment as Operations and Mortgage Services Leader, Colonial Savings, F.A. (employed since June 2021) establishes his continuous Colonial officer status across both transactions, constituting cross-document self-dealing on the face of the record; and (e) the maker is designated "Colonial Savings ETC" — not a valid legal entity name; Assignment 3, Book 1365, Page 047.001 (recorded January 23, 2026) — void on seven independent grounds: (a) dual irreconcilable execution dates on the face of the instrument — Page 047.002 states January 2, 2026 and Page 047.003 IN WITNESS WHEREOF states December 15, 2025; (b) executed December 15, 2025, the same date the trial court declined to sign the substitution order, and deliberately concealed from the court at the March 25, 2026 substitution hearing; (c) double conveyance of an already-conveyed interest — nemo dat; (d) Colonial's account was zeroed November 13, 2025, before both claimed execution dates; (e) Bobby Bosillo cross-document self-dealing between Assignments 2 and 3, with Bosillo's actual continuous employment as Operations and Mortgage Services Leader, Colonial Savings, F.A. (since June 2021) confirming Colonial officer status throughout both transactions; (f) Holly Moore, the same Colonial Savings, F.A. employee (Mortgage Payoff Clerk, employed since June 2012) who self-identified as "Notary Public for Colonial Savings FA" on the face of Assignment 2, is the notary of record on Assignment 3 — while Assignment 3 omits the express "for Colonial Savings FA" designation that appeared on the face of Assignment 2, her continuous grantor-employee status renders the notarization void under Texas Occupations Code § 406.024 and unrecognizable under S.C. Code Ann. § 26-2-20; her notarial commission expired January 2, 2026 — the same date stated on Page 047.002 as an execution date of the instrument; Nora Frederick, Witness #1 on Assignment 3, is employed by Colonial Companies (Private Branch Exchange operations, Arlington, Texas), further confirming Colonial affiliation of the witnessing party; and (g) irreconcilable addresses for both Colonial Savings, F.A. and Selene Finance LP across consecutive instruments; plus a cross-cutting defect applicable to all three assignments: every instrument was executed and notarized exclusively in Tarrant County, Texas, with no South Carolina acknowledgment on any instrument in the chain, and Holly Moore's notarizations on Assignments 2 and 3 are void under Texas Occupations Code § 406.024 as a direct employee of the grantor and therefore unrecognizable under S.C. Code Ann. § 26-2-20; (4) the absence of Freddie Mac authorization for any assignment in the chain, confirmed by Colonial's own Exhibit M-23 showing the Transfer of Beneficial Rights to Federal Home Loan Mortgage Corporation on 09/20/2019; (5) the alleged $500 bond requirement imposed without statutory authority as a condition of filing the Rule 59(e) motion; (6) the denial of due process in connection with the February 17, 2026 Order, which was entered upon a proposed order submitted by Riley Pope & Laney, LLC on February

13, 2026 (Doc Seq. P1A61) that was not served on Defendant-Appellant by any means, is not publicly accessible in the Charleston County Public Index (a search returns "No Document Found"), introduced legal authorities not argued or briefed at the January 7, 2026 hearing, and was signed without notice or opportunity to respond; (7) all issues and arguments set forth in the pending Motion for Summary Judgment Opposition, which the June 23, 2026 Order expressly acknowledges "have bearing on the merits of the case which were specifically not addressed by the Court," and which no court has ruled upon in any order entered to date; (8) failure to join the EMD Revocable Living Trust as an indispensable party under Rule 19, SCRCP — Rule 19(a), SCRCP, which parallels Federal Rule 19(a) per the Reporter's Notes, requires that "whenever possible persons materially interested in the action should be joined so that they may be heard and a complete determination had," and Rule 19(b) requires the case to be examined pragmatically when joinder is not possible to determine whether the action may proceed in the absent party's absence; the EMD Revocable Living Trust was recorded at Book 1258, Page 686 in the Charleston County Register of Mesne Conveyance Office on July 25, 2024, placing its existence on the public record approximately eleven months before Colonial filed the foreclosure complaint on July 1, 2025; Colonial's own Customer Relations Department letter dated July 14, 2025 — thirteen days after filing the complaint — acknowledged the Revocable Inter-Vivos Trust directly, communicated with Defendant-Appellant about it, and provided written documentation requirements for the trust transfer, confirming actual knowledge of the Trust at or immediately surrounding the time of filing; Colonial then filed the foreclosure action solely against Elizabeth M. Dimler in her personal capacity, deliberately omitting the Trust as a named defendant despite its recorded interest and Colonial's own documented actual knowledge; the Trust is materially interested in this action within the meaning of Rule 19(a) because any judgment affecting title to the insured property at 8129 Shadow Oak Drive cannot bind the Trust if the Trust is not joined, and no complete determination of title can be had without the Trust's participation; both Colonial letters (July 9, 2024 and July 14, 2025) were filed in the trial court record as Exhibits A and B to Defendant-Appellant's Notice of Newly Discovered Evidence, filed March 6, 2026, Case No. 2025-CP-10-03716; no court has ruled on the Rule 19 indispensable party defect; (9) federal preemption under the Garn–St. Germain Depository Institutions Act of 1982, 12 U.S.C. § 1701j-3(d)(8) — Colonial's own July 14, 2025 letter, in setting out the documentation requirements for transfer of the property into the Revocable Inter-Vivos Trust, acknowledged and applied the Garn–St. Germain framework by requiring: (i) documentation showing Defendant-Appellant as Trustee and Beneficiary of the Trust; (ii) primary residence occupancy; and (iii) Investor review (Freddie Mac, as identified in Colonial's July 9, 2024 letter as the "owner/assignee"); under 12 U.S.C. § 1701j-3(d)(8), a lender may not exercise a due-on-sale clause upon a transfer into an inter vivos trust in which the borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property; Colonial's own letter treats the trust transfer as a permissible transaction subject to standard documentation requirements, not a prohibited event authorizing acceleration or foreclosure; the February 17, 2026 Order addressed recording priority under Bank of Am., N.A. v. Draper — it did not address Garn–St. Germain federal preemption; no court has ruled on this issue; and (10) the standing language of Bank of Am., N.A. v. Draper, 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013), as affirmative authority establishing Colonial's lack of standing at inception — Plaintiff-Respondent invoked Draper in the trial court for the recording-priority proposition that the mortgage follows the Note regardless of recording date; Draper's own "mortgage follows the Note" principle, applied to the facts confirmed by Colonial's own July 9, 2024 letter (identifying Freddie Mac as "owner/assignee") and the MERS® Milestone Report,

Exhibit M-23 (showing Transfer of Beneficial Rights to Federal Home Loan Mortgage Corporation on 09/20/2019), establishes that the mortgage automatically followed the Note to Freddie Mac in September 2019; Colonial never held the Note; Colonial therefore never held the mortgage; the purported Assignment at Book 1273, Page 317 cannot convey what Colonial never possessed; and Draper's standalone standing holding — "it is ownership of the right sought to be enforced which qualifies one as a real party in interest," 405 S.C. at 220, 746 S.E.2d at 481 — confirms that Freddie Mac, not Colonial, was the real party in interest at the inception of this action; this issue was never addressed in any order entered by the trial court.

Respectfully submitted,

Elizabeth Marie Dimler

Elizabeth Marie Dimler, Defendant-Appellant

Sui Juris

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Date: July 1, 2026

CERTIFICATE OF SERVICE

I hereby certify that on the date indicated below, I served a true and correct copy of the foregoing Second Amended Notice of Appeal upon the following parties by United States Mail, first-class postage prepaid, and/or by electronic mail:

M. McMullen Taylor, Esq. T. Lowndes Pope, Esq. Heidi B. Carey, Esq. Riley Pope & Laney, LLC 2838 Devine Street Columbia, South Carolina 29205 Counsel for Plaintiff-Respondent Colonial Savings, F.A. / Selene Finance, LP Via U.S. Certified Mail, Tracking No. 9589 0710 5270 3733 0696 62

Derek Farrell Dean, Esq. Counsel for Oak Bluff Homeowners Association, Inc. 147 Wappoo Creek Drive Charleston, South Carolina 29412 Via U.S. Certified Mail, Tracking No. 9589 0710 5270 3733 0696 55

Charleston County Court of Common Pleas Clerk of Court 100 Broad Street Charleston, South Carolina 29401 Via U.S. Certified Mail, Tracking No. 9589 0710 5270 3733 0696 24

South Carolina Court of Appeals Clerk of Court 1220 Senate Street Columbia, South Carolina 29201 Via U.S. Certified Mail, Tracking No. 9589 0710 5270 3733 0696 31

Elizabeth Marie Dimler

Elizabeth Marie Dimler

Date: July 1, 2026

Elizabeth M Dimler
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CERTIFIED MAIL®

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