RECEIVED
Jul 13 2026
SC Court of Appeals

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Case number 2025-001820

Miranda mitchum

630 levee drive moncks corner sc

29461
Appellant,

v.

David hayes respondent

Brooks hayes respondents

John West attorney for respondents

207 Carolina ave moncks corner sc

29461

Appellants opposition to respondents motions to dismiss appeal appellanats points and support of the law and points In Support of appellants motion to vacate judgement THE TRIAL COURT ERRED IN GRANTING SUMMARY JUDGMENT BECAUSE IT RULED ON A NON-EXISTENT SUBJECT MATTER, DEPRIVING THE COURT OF IN REM JURISDICTION.

I. INTRODUCTION

The summary judgment entered by the trial court is void ab initio and must be vacated. The trial court lacked both subject matter jurisdiction over the correct property and the necessary proof of ownership to adjudicate .The court erred as a matter of law by granting summary judgment on a non-existent subject please see in exhibit F the contract as this is a phantom subject also please see exhibit G The blackened out deliberately tampered title number with no affadavit that was not mailed to appealant and was filed 14 minutes after the interlocutory order and still has not been mailed as this fraudulent document does not match the phantom subject on the contract in exhibit F

II. ARGUMENT

A. The Trial Court Lacked Subject Matter Jurisdiction Over the True Property
Subject matter jurisdiction is the foundational authority of a court to hear and determine a specific class of cases. A court exceeds its subject matter jurisdiction when it attempts to rule on property or a contract that is not properly before it.

Here, a phantom subject was adjudicated. Because there was no "meeting of the minds" regarding the correct subject matter of the contract, the trial court lacked the fundamental subject matter jurisdiction to enforce

Rule of Civil Procedure 60(b)(4), on the grounds that the trial court's judgment is void for lack of subject matter and *in rem* jurisdiction, and violates Due Process under the Fourteenth Amendment as established in *Pennoyer v. Neff*, 95 U.S. 714 (1878).

B. The Court Lacked *In Rem* Jurisdiction Due to Defective Proof of Ownership
To adjudicate a property, a court must establish valid jurisdiction over the property itself (in rem jurisdiction). The plaintiff's only purported "proof" of ownership was a blackened-out title number that was improperly filed [14 minutes] after the entry of the interlocutory order Because the title number was obscured and filed out of sequence and no affadavit to authenticate the purported deliberately altered document, the trial court lacked valid *in rem* jurisdiction to determine ownership rights. Furthermore, the lack of a proper affidavit authenticating the specific property deprived the court of competent evidence to issue a summary judgment.

C. The Judgment is Void and Must Be Vacated
A judgment rendered by a court that lacks subject matter jurisdiction is void and can never be waived. An appellate court has the authority and duty to vacate a void judgment. Because the trial court ruled on a contract involving the phantom subject and relied on an invalid, blackened-out title,with no affadavit that does not match the phantom subject the resulting summary judgment violates fundamental due process

A party cannot cure a fundamental lack of *in rem* jurisdiction retroactively by filing a mismatched,fraudulent tampered altered document 14 minutes after an interlocutory order. Because the deliberately falsified document with no affadavit to validate that falsified document and not admissable under the law title fails to match the contract and lacks an affidavit to authenticate it, it constitutes a fraudulent filing that fails to satisfy *Pennoyer's* strict requirement for valid jurisdictional subject matter.

III. CONCLUSION AND RELIEF
For the foregoing reasons, this Court should remand and vacate the trial court's summary judgment order

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

Respectfully submitted,

July 11 2026

Miranda Mitchum

630 levee Drive

Moncks Corner, SC

29461

RECEIVED
Jul 13 2026
SC Court of Appeals

In the honorable court of appeals do South Carolina

Case number 2025-001820

Miranda mitchum appeallant

630 levee drive

Moncks corner sc

29461

Vs

David hayes respondent

Brooks hayes respondent

John West attorney for respondents

207 Carolina ave

Moncks corner sc

29461

Certificate of service I herbery certify that on July 11 2026 I served a true copy of appeallants opposition to respondent motion to dismiss appeal to John West 207 Carolina ave moncks corner sc 29461

Miranda Mitchum
630 levee Drive
Moncks Corner, SC
29461

Exhibit F

STATE OF SOUTH CAROLINA)
) INSTALLMENT CONTRACT OF SALE
COUNTY OF BERKELEY)

THIS AGREEMENT made and entered this 13 day of December, 2022, by **DAVID HAYES and BROOKS A. HAYES** hereinafter collectively referred to as "Seller" and **MIRANDA MITCHUM**, hereinafter referred to as "Buyer".

1. SALE. The Seller agrees to sell and convey and the Buyer agrees to purchase on the terms and conditions set forth in this Contract the following described property, to-wit:

Property Address: **Leasehold interest in 630 Levee Drive, Moncks Corner, SC 29461 and 1999 Clayton Phoenix mobile home, VIN:WHC10015GA-AB.**

2. PURCHASE PRICE. The total purchase price for the property is **SIXTY-TWO THOUSAND NINE HUNDRED NINETY FOUR AND 77/100 ($62,994.77) DOLLARS**, payable as follows:

a) Buyer to commence payments directly to Seller in the amount of **EIGHT HUNDRED TWENTY-SEVEN and 39/100 ($827.39) DOLLARS**, this being the principal and interest amount. The interest to be calculated at the rate of **12.0%** per annum. The Buyer's first payment in the amount of $827.39 will be due **January 1, 2023**, and on or before the 1st of every month thereafter for a period of One Hundred Forty-Four (144) months.

b) It is understood between the parties that installment payments are due on the 1st day of the month, and any payment that is not received by the Seller on or before the 15th of each month shall be charged an additional $60.00 late fee.

3. NO FUTURE ENCUMBRANCES BY SELLER AND BY BUYER. Seller hereby warrants that he owns the property in fee simple and can give good and marketable title. Seller further agrees that she shall not in any manner further encumber the property without prior written consent of the Buyer. The Buyer agrees that she shall not encumber the property in any

manner without prior written consent of the Seller until such time as title is delivered from Seller to Buyer.

4. DESTRUCTION. Destruction of, or damage to any building or improvements now or hereinafter placed on the property, or of any personal property, if any, described in this Contract, whether from fire or any other cause shall not release the Buyer of his obligation under this Contract; it being expressly understood that the Buyer bears all risk of loss or damage of the property.

5. CONDITION AND REPAIR OF PROPERTY. The Buyer agrees that the property, the buildings and improvements thereon, if any, are, at the date of this Contract, in good condition, order and repair and that he shall, at his own cost and expense, maintain the property and any buildings and improvements thereon, if any, in as good order and repair as they are in on the date of this Contract, reasonable wear and tear excepted.

6. INSPECTION. The Seller shall have the right to enter and inspect the property, the buildings and improvements thereon. All repairs required on the property or the buildings and improvement thereon, if any, noted by the Seller shall be made by the Buyer at his own cost and expense within ten (10) days after they receive notice in writing from the Seller.

7. WASTE AND REMOVAL OF BUILDINGS. The Buyer shall not remove or permit the removal from the property any buildings or improvements thereon, if any, without the written consent of the Seller, nor shall Buyer commit or permit to be committed any waste of the property or any buildings or improvements thereon.

8. MECHANIC'S LIENS. The Buyer shall indemnify and hold the Seller and the property belonging to the Seller, including the Seller's interest in the subject property, free and harmless from liability from any Mechanic's Liens or other expenses or damages resulting from

any renovations, alterations, buildings, repairs or other work placed on the property by the Buyer.

9. POSSESSION. Buyer shall be entitled to enter into possession of the property upon execution of this Contract and to continue in possession thereof as long as she is not in default in the performance of this Contract.

10. PROPERTY TAXES and ESCROW. Buyer shall be responsible for the County Property Taxes assessed against the mobile home for the year 2022 and each year thereafter. County Property taxes shall remain in the name of the Seller until transfer of title. Buyer shall be responsible for all subsequent tax years. Buyer shall pay to Seller each month one-twelfth of the County property taxes. Seller shall hold this amount in escrow deposit and apply and pay the County property taxes from the escrow deposit. The initial escrow deposit for the County property taxes is $54.70 per month. The amount of the monthly escrow deposit will adjust each year based upon one-twelfth of the taxes for the prior year. On December 15 of each year if the escrow deposit is not sufficient to pay the County property taxes for the existing year, then Buyer will pay to the Seller the difference. If the escrow deposit exceeds the County property taxes for the existing year, then Seller will pay to Buyer the excess escrow deposit provided the Buyer does not owe any other amounts under this Contract.

11. HAZARD INSURANCE and ESCROW. Buyer shall keep the improvements now existing or later erected on the property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including flood, as Seller may require and, in such amounts, and for such periods as Seller may require; provided, that Seller shall not require that the amount of the coverage exceed that amount of coverage required to pay the sums secured by this Contract. The insurance shall be in the names of the Buyer and Seller. All premiums on insurance policies shall be paid by Buyer. All insurance policies and renewals of insurance

policies shall be in form acceptable to Seller. Seller shall have the right to hold the policies and renewals of them. In the event of loss, Buyer shall give prompt notice to the insurance carrier and Seller. Seller may make proof of loss if not made promptly by Buyer.

Buyer shall pay to Seller each month one-twelfth of the insurance premium for the then existing policy. Seller shall hold this amount in escrow deposit and apply and pay the insurance premium from the escrow deposit. The initial escrow deposit for the insurance premium is \$98.84 per month. The amount of the monthly escrow deposit will adjust each year based upon one-twelfth of the then existing insurance policy. On May 15 of each year if the escrow deposit is not sufficient to pay the renewal premium for the insurance policy, then Buyer will pay to the Seller the difference. If the escrow deposit exceeds the renewal premium for the i[illegible] 5 / 10 for the next 12-month year then Seller will pay to Buyer the excess escrow deposit provided the Buyer does not owe any other amounts under this Contract.

Unless Seller and Buyer otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided the restoration or repair is economically feasible and the security of this Contract is not thereby impaired. If the restoration or repair is not economically feasible or if the property would be impaired, the insurance proceeds shall be applied to the sums secured by this Contract, with the excess, if any, paid to Buyer. If the property is abandoned by Buyer, or if Buyer fails to respond to Seller within 15 (Fifteen) days from the date notice is mailed by Seller to Buyer that the insurance carrier offers to settle a claim for insurance benefits, Seller is authorized to collect and apply the insurance proceeds at Seller's option either to restoration or repair of the property or to the sums secured by this Contract. Unless Seller and Buyer otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph 3 of this Contract or change the amount of the installments. If under Paragraph 11 of this Contract the property is acquired by Seller, all right, title and interest of Buyer in and to any insurance policies and in and to the proceeds thereof resulting from damage to the property prior to the sale or acquisition shall pass to Seller to the extent of the sums secured by this Contract immediately prior to the sale or acquisition.

12. SANTEE COOPER LEASE and ESCROW. Buyer shall be responsible for the Santee Cooper lease payment for the property located at 630 Levee Drive, Moncks Corner, SC for the year 2022 and each year thereafter. The lease shall remain in the name of the Seller until transfer of the lease. Buyer shall be responsible for the lease payment for 2022 and all subsequent years. Buyer shall pay to Seller each month one-twelfth of the lease payment for the existing year. Seller shall hold this amount in escrow deposit and apply and pay the lease payment from the escrow deposit. The initial escrow deposit for the lease payment is $29.17 per month. The amount of the monthly escrow deposit will adjust each year based upon one-twelfth of the lease payment then existing. On July 15 of each year if the escrow deposit is not sufficient to pay the lease payment, then Buyer will pay to the Seller the difference. If the escrow deposit exceeds the lease payment Seller will pay to Buyer the excess escrow deposit provided the Buyer does not owe any other amounts under this Contract.

13. EXPENDITURES BY SELLER. If Buyer fails to make payment for restoration or repair of the Property, for insurance premiums, Santee Cooper lease payment[illegible], assessments, or other charges as required in this Contract, Seller may, but shall no[illegible]d to, pay for the same, and any such payment by Seller will be secured by this Contract and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the rate payable from time to time on outstanding principal under the Contract. Buyer

shall pay to Lender in cash on demand an amount equal to any payment made by Seller pursuant to this paragraph plus interest thereon as herein provided.

14. DEFAULT. The occurrence of any of the following events shall be deemed a Default under this Contract:

(a) failure of Buyer to pay any installment of principal or interest when due:

(b) failure of Buyer to pay any other sum secured by this Contract when due;

(c) failure of Buyer to observe or perform any covenant or agreement set forth in this Contract;

(d) adjudication of Buyer as bankrupt, written admission by Buyer of an inability to pay the debts of Buyer as they mature, assignment of the assets of Buyer for the benefit of creditors, request or petition by Buyer for the appointment of a receiver, trustee, or conservator of the assets of Buyer or for reorganization or liquidation or Buyer or acquiescence by Buyer to any such request or petition made by another person.

15. REMEDIES. Upon the occurrence of a Default as hereinabove defined, Seller may, without notice to Buyer, declare all sums due under this Contract immediately due and payable and may commence proceedings to collect such sums, foreclose this Contract, and sell the Property. At the foreclosure, Seller shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to Seller in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Contract or by law, all of which rights and remedies may be exercised by Seller independently, simultaneously, or consecutively in any order without Seller being deemed to have waived any right or remedy previously or not yet exercised.

16. TRANSFER OF PROPERTY. **ASSUMPTION PROHIBITED.** If all or any part of the property or any interest therein is sold or transferred by the Buyer without the Seller's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Contract, (b) the creation of a purchase money security interest for household appliances or (c) a transfer of a joint tenant Seller may, at Seller's option, declare all sums secured by this Contract to be immediately due and payable. Any rental or lease of the premises by the Buyer shall constitute a prohibited transfer hereunder.

17. CONVEYANCE OF TITLE.

a) Upon payment of all amounts due and owing under this Contract, the Seller shall convey to the Buyer, the Seller's leasehold interest in the real property and the mobile home by good and sufficient Certificate of Title, free from all encumbrances or liens. Buyer shall pay for the preparation of this Contract. Buyer shall also be obligated for all cost associated with the conveyance of the leasehold interest and mobile home from Seller to Buyer.

b) Its is expressly understood that the Buyer may at any time before the 144th installment, receive ownership by paying off the existing Contract in full. It is further understood by the parties that the Seller has the right to anticipate payment of the amount due under this Contract, or any portion thereof at any time without penalty to the Buyer.

18. ENTIRE AGREEMENT. Buyer and Seller have had an opportunity to have this Contract reviewed by an attorney of their choice, and they fully understand their respective rights and obligations hereunder. Both the Buyer and the Seller agree this Contract constitutes the sole and only agreement between them respecting the property and correctly sets forth their obligations to each other as of this date.

19. BINDING EFFECT. This Contract shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parti

nothing contained in this paragraph shall be construed as a consent by the Seller to any assignment of this Contract or any interest therein by Buyer except as provided in this Contract.

20. SEVERABILILTY. If any provision of this Contract is held, ruled, adjudicated or declared void or voidable then that shall not render any other provision of this Contract voidable.

WITNESS our Hand and Seal this 13 day of December, 2022.

Mary L. Worth
Witness 1

[signature]
Witness ~~2/~~ Notary

[signature]
DAVID HAYES
Seller

Mary L. Worth
Witness 1

[signature]
Witness ~~2/~~ Notary

[signature]
MIRANDA MITCHUM
Buyer

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY) ACKNOWLEDGEMENT

I, Chris J Loyder, Notary Public for the State of South Carolina, do hereby certify that the above **DAVID HAYES**, Seller, and **MIRANDA MITCHUM**, Buyer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 13
day of December, 2022.

[signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9-26-34

9 / 10

Mary L. White
Witness 1

Jessica Osborne
Witness 2/ Notary

Brooks A. Hayes
BROOKS A. HAYES
Seller

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY) ACKNOWLEDGEMENT

I, Jessica Osborne, Notary Public for the State of South Carolina, do hereby certify that the above Seller, **BROOKS A. HAYES**, Seller personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 13
day of December, 2022.

Jessica Osborne
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 1-28-2026

Exbihit G

STATE OF SOUTH CAROLINA

CERTIFICATE OF TITLE

OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
WHC010015GA-AB	1999	CLAY	PHEONI	USED

BODY STYLE	DATE	ODOMETER	WEIGHT	TITLE NUMBER
MBH	4/5/2021	0	0	[redacted]

VEHICLE BRAND(S)
EXEMPT

7 / 15

FULL NAME OF OWNER(S) CUSTOMER NUMBER: 23704806
HAYES, DAVID WADE
160 WILLOW CREEK LN
MONCKS CORNER, SC 29461-3204

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

HENRY MCMASTER
GOVERNOR

KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE

40457977