

RECEIVED

Aug 14 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY

Circuit Court

The Honorable T. J. Rode, Presiding Judge

Case No. 2025-001820

Miranda Mitchum,
Appellant,

v.

David Hayes and Brooks A. Hayes,
Respondents.

INITIAL BRIEF OF APPELLANT

Miranda Mitchum

630 Levee Drive

Moncks Corner, SC 29461

(843) 609-4320

mirandamitchum0392@gmail.com

Appellant Pro Se

John West

207 Carolina Avenue

Moncks Corner, SC 29461

Attorney for Respondents

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Appellate Case No. 2025-001820

Miranda A. Mitchum,

Appellant,

v.

David Hayes and Brooks Hayes,

Respondents.

)
)
)
)
)
)

DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL

Pursuant to Rule 209 of the South Carolina Appellate Court Rules (SCACR), Appellant Miranda A. Mitchum hereby designates and proposes that the following matters from the lower court proceedings be included in the official Record on Appeal:

1. Summons and notice filed in the Court of Common Pleas for Berkeley County.
2. Summons and complaint
3. Answer and affirmative defenses
4. Moton to dismiss
5. **Memorandum** Opposition to plaintiffs sunnary judgement
6. Notice of appeal
7. Notice of appeal of order denying 60 b motions and 59e
8. **amended and supplemental affadavit in support of motion to vacate pursuant to rule 59 e and 60 b and 60 b3 fraudulent inducement**
9. Notice of Appeal filed by Appellant Miranda A. Mitchum.
10. All documentary exhibits, fraudulent , title with no affadavut or declaration filed after ineterloctory order

11. Transcript

12.exhibits of emails and text messages exhibits with proof I wasn't served a summons and complaint and did not know until 116 days later

13.interloctory judgment order

14.final judgment order

15 contract of sale and phantom vin and subject

16 motion to vacate 59 e 60 b and 60 b3_____

RULE 209(c) CERTIFICATION

I hereby certify pursuant to Rule 209(c), SCACR, that this Designation of Matter to be Included in the Record on Appeal contains no matter which is irrelevant to this appeal.

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

Dated: August 13, 2026

Respectfully submitted,



Miranda A. Mitchum

Appellant, Pro Se

Moncks Corner / Goose Creek, SC

Miranda mitchum
630 levee drive
Moncks corner sc
29461

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

CERTIFICATE OF SERVICE (FORM 7, SCACR)

I hereby certify that on this 13th day of August, 2026, I served a true and correct copy of the foregoing Designation of Matter to be Included in the Record on Appeal upon counsel of record for Respondents by placing a copy of the same in the United States Mail, first-class postage prepaid, / electronic service, addressed to:

Counsel of Record for Respondents David Hayes & Brooks Hayes
[John West attorney for Respondents

207 Carolina ave

Moncks corner sc

29461

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

This 13th day of August, 2026.



Miranda A. Mitchum Appellant, Pro Se	<u>Miranda mitchum</u> 630 levee drive moncks corner sc 29461
--	---

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

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 insurance policy 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 or for taxes, assessments, or other charges as required in this Contract, Seller may, but shall not be obligated 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 parties hereto, but

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. SEVERABILITY. 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 Loyden, 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: 9-6-24

Mary L. Wink

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: 1-28-2024



STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2024-CP-08-3108

DAVID HAYES and BROOKS A.
HAYES,

Plaintiffs,

vs.

MIRANDA MITCHUM,

Defendant,

ACCEPTANCE OF SERVICE

I hereby accept service of process of a Summons and Notice and Complaint on behalf of the Defendant in the above-captioned matter this 7th day of November, 2024 and authorize Plaintiffs' counsel to e-file the same.

/s/ Jeffrey W. Kuykendall

Jeffrey W. Kuykendall, Esq.
Attorney for the Defendant

ELECTRONICALLY FILED - 2024 Nov 07 1:41 PM - BERKELEY - COMMON PLEAS - CASE#2024CP0803108



STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
Case No. 2024-CP-08-01871

DAVID HAYES and BROOKS A.
HAYES,

Plaintiff,

vs.

MIRANDA MITCHUM,

Defendant.

**ANSWER AND AFFIRMATIVE
DEFENSES**

Defendant, Miranda Mitchum (“Defendant”), responding to the Complaint filed by Plaintiffs herein, responds to the corresponding-numbered averments of the Complaint filed by Plaintiff (“Plaintiff”) as follows:

1. Admitted;
2. Admitted;
3. Admitted;
4. Admitted;
5. Admitted;
6. Admitted

7. Defendant is without knowledge as to the date of the last payment that she made, therefore denied and strict proof thereof is demanded.

8. Admitted that there is a balance due and owing the Seller under the Contract for missed payments, accrued interest, late fees, lease fees, property taxes and insurance and related charges per the Contract terms; Defendant is without knowledge as to the date of the last payment made, therefore the date is denied and strict proof thereof demanded.

9. Without knowledge or information sufficient to form a belief as to the truth of the averment, therefore denied.

10. Admitted.

11. Admitted.

12. Admitted.

13. Defendant repeats the responses contained in Paragraphs 1-12 above as if set fully set forth in this paragraph.

14. The averment in Paragraph 14 consists of a legal conclusion which does not require a response; to the extent that it does, it is denied.

15. Admitted.

16. The averment in Paragraph 16 consists of a legal conclusion which does not require a response; to the extent that it does, it is denied.

17. The averment in Paragraph 17 consists of a legal conclusion which does not require a response; to the extent that it does, it is denied.

18. Defendant repeats the responses contained in Paragraphs 1-17 above as if set fully set forth in this paragraph.

19. Admitted that Defendant owes for missed payments, etc. pursuant to the Contract, without knowledge as the date of the last payment made, therefore the date is denied and strict proof thereof demanded.

20. Without knowledge or information sufficient to form a belief as to the truth of the averment, therefore denied.

21. Each and every allegation of the Complaint not hereinafter admitted, qualified, or explained in hereby denied and strict proof is demanded thereof.

22. Defendant denies Plaintiff's prayer for relief.

FIRST AFFIRMATIVE DEFENSE
(Unclean Hands)

23. Plaintiffs' claims are barred by the doctrine of unclean hands and *in pari delecto*.

SECOND AFFIRMATIVE DEFENSE
(Mitigation of Damages)

24. Plaintiffs had an obligation to mitigate their damages in whole or in part but have failed to do so.

THIRD AFFIRMATIVE DEFENSE
(Reservation of Additional Defenses)

25. Defendant asserts all of her additional affirmative defenses that may be revealed during the course of discovery in this action.

WHEREFORE, having fully answered the Complaint of the Plaintiffs, Defendant respectfully requests that the Plaintiffs' claim for relief against Defendant be denied.

Respectfully submitted,

/s/ Jeffrey W. Kuykendall

Jeffrey W. Kuykendall – Attorney at Law
South Carolina Bar No. 102538

321 Wingo Way, Ste. 201

Mt. Pleasant, SC 29464

Phone: 843.790.5182

Facsimile: 866.733.1909

Jeff@jwklegal.com

Attorney for Defendant Miranda Mitchum

At Mt. Pleasant, SC

This the 9th day of December, 2024.



In the honorable court of South Carolina Court of Appeals

Case # 2025-001820

2024-CP-08-3100

Miranda Mitchum Appellant
630 Levee Drive
Moncks Corner, S.C.
29461

VS.

David Hayes and Brooks Hayes Respondents
Attorney for Respondents
John West
207 Carolina Ave.

Amended notice of appeal

To: David Hayes And Brooks Hayes Respondents
Attorney for Respondents John West
207 Carolina Ave
Moncks Corner, S.C.
29461

Please take notice that.

1. I Miranda Ann Mitchum the appellant in the above referenced action, hereby files this Amended Notice of Appeal

2. This Amended notice of Appeal is filed to correct the error in the original notice of Appeal, filed on Sept 8, 2025. The original notice improperly designated the interlocutory order dated Sept 8, 2025 as the final judgement.

3. The Appellant now appears from the final judgement of the honorable T.J. Rale filed and entered on Sept 29, 2025 which is the final order in this case.

4. I am appealing this judgement on Sept 29, 2025.

5. This amendment will not prejudice the opposing party and is necessary to ensure the proper review of the final judgement on its merits.

OCT 9 2025

Miranda Mitchum
Miranda Mitchum
630 Levee Drive
Moncks Corner, S.C.
29461

cc:
MM.



In the honorable court of South Carolina Court of Appeals

Case # 2025-001820

2024-CP-08-3100

Miranda Mitchum Appellant
630 Levee Drive
Moncks Corner, S.C.
29461

VS.

David Hayes and Brooks Hayes Respondents
Attorney for Respondents
John West
207 Carolina Ave.

Amended notice of appeal

To: David Hayes And Brooks Hayes Respondents
Attorney for Respondents John West
207 Carolina Ave
Moncks Corner, S.C.
29461

Please take notice that.

1. I Miranda Ann Mitchum the appellant in the above referenced action, hereby files this Amended Notice of Appeal

2. This Amended notice of Appeal is filed to correct the error in the original notice of Appeal, filed on Sept 8, 2025. The original notice improperly designated the interlocutory order dated Sept 8, 2025 as the final judgement.

3. The Appellant now appears from the final judgement of the honorable T.J. Rale filed and entered on Sept 29, 2025 which is the final order in this case.

4. I am appealing this judgement on Sept 29, 2025.

5. This amendment will not prejudice the opposing party and is necessary to ensure the proper review of the final judgement on its merits.

OCT 9 2025

Miranda Mitchum
Miranda Mitchum
630 Levee Drive
Moncks Corner, S.C.
29461

cc:
MM.

FILED

2025 SEP -8 PM 3:22

LEAH GUERRY DUPREE
CLERK OF COURT
BERKELEY COUNTY, SC

Notice of appeal in a civil case
The State of South Carolina
in the court of appeal in the
Supreme Court

Appeal from Berkeley County
court of common Pleas

T.J. Rode # 2792
court Judge

Case # 2024-CP-0803108

Plaintiffs
David Hayes and
Brooks A Hayes
Attorney for Plaintiffs
John West
207 carolina Ave
Moncks corner, S.C.
29461

respondent in
Case
Plaintiffs

vs.

Miranda Ann Mitcham
630 levee Drive
Moncks corner, S.C.
29461

Appellant

Notice of appeal
Miranda Ann Mitcham appeals the order
of the honorable T.J. Rode dated
Sept. 8, 2025

September 8, 2025

Miranda Ann Mitcham
630 levee Drive
Moncks corner S.C.
29461

843-607-4320
MirandaMitcham0392@gmail.com

Mitcham

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2024-CP-08-3108

DAVID HAYES and BROOKS A.
HAYES,

Plaintiffs,

vs.

MIRANDA MITCHUM,

Defendant,

ACCEPTANCE OF SERVICE

I hereby accept service of process of a Summons and Notice and Complaint on behalf of the Defendant in the above-captioned matter this 7th day of November, 2024 and authorize Plaintiffs' counsel to e-file the same.

/s/ Jeffrey W. Kuykendall

Jeffrey W. Kuykendall, Esq.
Attorney for the Defendant

STATE OF SOUTH CAROLINA

COUNTY OF Berkeley

David Hayes

Plaintiff,

vs.

Miranda Mitchum

Defendant.

IN THE COURT OF COMMON PLEAS

JUDICIAL CIRCUIT

CASE NO.: 2024-CP-08-03108

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

, Bar No. _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Other: _____

Defendant's Attorney:

Miranda Mitchum, Bar No. _____

Address: _____

Phone: 843-6094320 Fax: _____

E-mail: mirandamitchum082@gmail.com

☒ **MOTION HEARING REQUESTED** (attach written motion and complete SECTIONS I and III)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete SECTIONS II and III)

☐ **PROPOSED ORDER/CONSENT ORDER** (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion to dismiss

Estimated Time Needed: _____

Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

[Signature]
Signature of Attorney for ☐ Plaintiff / ☐ Defendant

March 26, 2025
Date submitted

SECTION III: Motion Fee

☐ PAID - AMOUNT: \$ _____

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____, 20____

CLERK'S VERIFICATION

Collected by: [Signature]

Date Filed: 3/26, 2025

☒ MOTION FEE COLLECTED: \$ 25.00 c/c

☐ CONTESTED - AMOUNT DUE: \$ _____

David Hayes
Plaintiff

VS

Miranda Mitchum
Defendant

20 24-CP-08-13108

2025 MAR 26 AM 11:25
CLERK OF COURT
BERKELEY COUNTY, SC

FILED

SM

I provided a copy of a letter that Mr. West received and signed stating that I had an ear infection on the deposition day of March 21, 2025. I have a doctor's note as well for that day. I called Mr. West on March 19, 2025 and he declined to give me another day for a deposition. Mr. West slammed the phone down in my face. ~~He~~ He would not work with me in getting another day for deposition. Also my lawyer that I released Jeffrey Kuykendall never let me know anything that was filed till last week. Jeffrey Kuykendall also submitted evidence that I did not know about or was not correct. I am in the process of filing a complaint with the ODC of my rights being violated in this case.

Miranda Mitchum SM

cc: m.m.

TO: John West or whom it
may concern spoke with you John
West today March 19, 2025 about
the deposition on March 21, 2025.
I told you I had an appointment that day
and could not attend. I emailed you as well as
I looked up your email online through an email I had with Jeffrey
Hughendall I found it there. You
are not willing to speak to me on
the phone and slammed the phone
down here is a email stating my
ear appointment on March 21, 2025.

FILED
2025 MAR 26 AM 11:25
LEAH GUESSY DUPRE
CLERK OF COURT
BERKELEY COUNTY, SC

Kindly Miranah
Mitcham

miranda Ann Matham
Miranda Ann Matham
March 19, 2025



State of SC County of Berkeley
The foregoing instrument was acknowledged before me
this 19 day of March, 2025.
by Lauren Dean
Notary Public
My Commission Expires 02/04/2032

This is
my email
that went
through

On March 19, 2025
that he
would not
even speak
with me
and declined
to give
his email.



Certified mail

Add label



Miranda Mitchum 7 days ago

to Jwestlaw ^



From Miranda Mitchum • mirandamitchum0392@gmail.com

To Jwestlaw@homesc.com

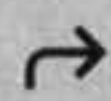
Date Mar 19, 2025, 3:09 PM

[View security details](#)

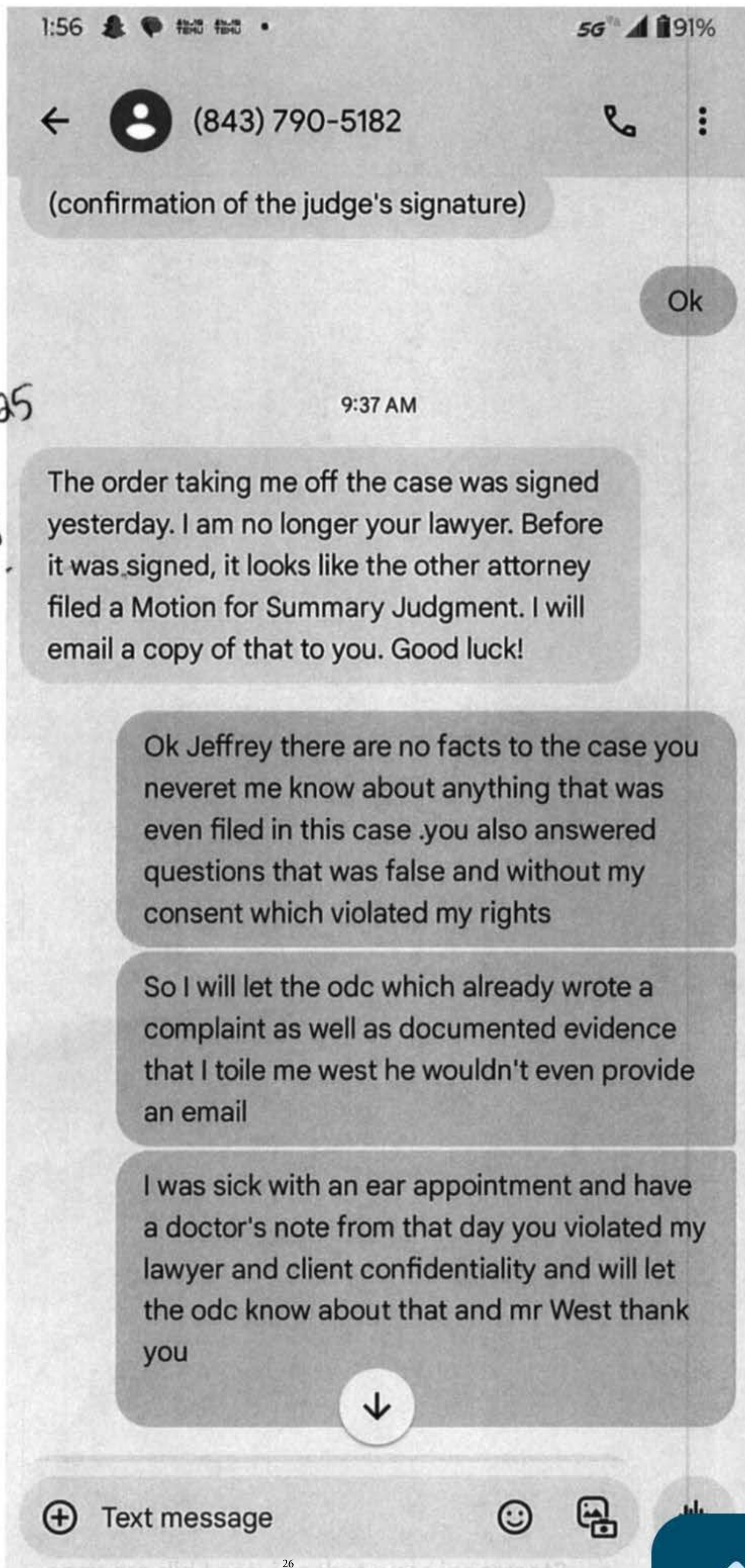
This is Miranda mitchum emailing you to let you know I am on the way to send you a paper of my appointment certified mail to you tomorrow .and will make a copy of all mail I am sending to you thank you . unfortunately I am sick and have a ear appointment on Friday. I spoke with you on the phone and you hung up on me so just letting you know .



Reply



Jeffrey
Kuykendall
Phone
this is
on
March 24, 2025
+ext
message!



In the honorable court of Berkeley County
Common Pleas case # 2024 CP 03108

Plaintiffs

David Hayes / And Brooks A Hayes
Attorney for Plaintiffs
John West
207 Carolina Ave
Moncks Corner, S.C.
29461

Defendant

Miranda Mitchum
630 Levee Drive
Moncks Corner, S.C.
29461

Memorandum
in opposition
to Plaintiff's
Motion for Summary
Judgement

I Miranda Ann Mitchum oppose the
Plaintiff's summary judgement under the Federal
Rule of Civil Procedure 56. The Plaintiff's can
not be granted summary judgement if there are
material disputes and material facts. As a matter
of law. In my contracts and Affidavit by David
Hayes and John West attorney for David Hayes. He
states he is the owner of the manufactured trailer and
in my contracts he represented that he was also the lease
holder. Attached in Exhibit A is the lease under Brooks & Hayes
from July 24, 2013 to July 24, 2053. Also in Exhibit A
is the tax receipt that clearly states Brooks Ashley Hayes
as the owner. I got a copy from the public tax office.

and-deliver:
1. Mitchum: 8/25/25 HK

Miranda Mitchum

Record / Receipt

Menu

3 / 5



 Print

 Save PDF

 Send



INVOICE #: 2024-0018621
PAID DATE: 11/04/24
TOTAL VALUE: \$1,520
TOTAL TAX: \$603.16
MILLS: .24650

HAYES BROOKS ASHLEY
160 WILLOW CREEK LN
MONCK'S CORNER SC 29463

TAX DISTRIBUTION	
County Operations	\$402.37
County Bonds	\$6.94
County Parks	\$1.52
School Operations	\$215.89
School Bonds	\$83.80
Trident Tech	\$4.71
County Sales Tax Credit	-\$20.97
County Fee Fee	\$138.45
Stormwater Utility Fee	\$36.00
Solid Waste User Fee	\$75.00
TOTAL DUE on This Property	\$603.16
TOTAL PAID	\$603.16

In the honorable court of Berkeley
County Common Pleas case # 2024-CP-08-3108

FILED

Plaintiffs
David Hayes
Brooks & Hayes
attorney for Plaintiffs
Tom West
207 Carolina Ave
Moncks Corner, S.C.
29461
defendant
Miranda Mitchum
630 Levee Drive
Moncks Corner, S.C.
29461

2025 SEP -4 PM 12:41

LEAH GUERRY DUPREE
CLERK OF COURT
BERKELEY COUNTY, SC

MEMO
~~Abstract~~ in
opposition to
Plaintiffs motion
to strike Jury
trial Demand

Background
I oppose the Plaintiffs opposition to
I Miranda Mitchum Jury trial. Under the
law if there are material disputes and
fraud I should be granted a jury trial.

replying to the Plaintiffs
Statements

1. David Hayes is the Plaintiff
2. Never met nor had any agreements or
contracts between anyone but sole owner
David Hayes. Not sure who his Daughter is.
in this case.
3. I contracted to buy with David Hayes as sole
owner in 2018 with the original residential
option to purchase July 19th 2018. This sale
was fraudulent because David Hayes was not
the owner in 2018 which induced me into
the contract. This was fraud and invalid from
the start. He had no legal rights to sell to me.
Fraud and misrepresentation. This is voidable.
The fact he became owner later does not erase
the initial fraud. David Hayes did not disclose
he was not the owner and only lienholder at
that time.

Hand-deliver
m. mitchum. 9/4/25 HR

4. The fact that a paper was added after David Hayes and I Miranda Mitchum signed our contract of sale that I did not know about or agree to makes this fraud as well. I only know about one owner David Hayes and the lease lot as David Hayes, all contracts since 2018.
5. I told David Hayes about the fact that he has lied since 2018 about ownership of the mobile home on the phone and that there was a paper added to the contract of sale that he mailed to me. David Hayes and I Miranda Mitchum have been the only people involved in all my contracts.
6. This is material representation that shows fraud.
7. This is a fraudulent transaction from the beginning.
8. I request A full refund due to fraud from day one. July 19th 2018 until now.

I show enough breach and fraud in material disputes to receive a jury trial under the applicable law.

Micha Mitchum

In the honorable court of Berkeley County
Common Pleas Case # 2024-cp-0803108
Plaintiff

David Hayes
Brooks Hayes
Attorney for Plaintiffs
John West
207 Carolina Ave
Moncks corner, S.C.
29461

Amended and Supplemental
Affidavit in
Support of
motion 60(b)(1)
60(b)(3) and 59e

2025 OCT -7 AM 9:06
LEAH GUERRY DUPREE
CLERK OF COURT
BERKELEY COUNTY, SC

FILED

vs
Miranda Mitchum
630 Levee Drive
Moncks corner, S.C.
29461

Miranda Mitchum being duly sworn
states as follows:

1. I am the defendant in the above
captioned matter.

2. I am submitting this affidavit
in support of my motion to vacate the
judgement entered in this case
Regarding Rule 60(b)(1) excusable neglect

3. I hired Jeffrey Kykendall to represent
me in this case. my lawyer at the time
did not inform me about the lawsuit
until March 2025

4. I was not aware of the lawsuit
until March 2025

5. my lawyer answered questions to
the summons and complaint I did
not know about or agree to. *[Signature]*

cc:
M.M.

6. I have provided proof attached in Exhibit P text messages showing lack of knowledge about this case

7. I was never consulted about nor did I agree to or authorize the answers submitted by my lawyer to the Common pleas.

8. This neglect and failure to communicate was excusable because I was unaware of the proceeding and was relying on my counsel to represent me and keep me informed.

Regarding 60 b)(3) fraudulent inducement

9. The lawsuit filed against me by the opposing party David Hayes is based on fraudulent inducement. Attached in Exhibit W is the option to purchase.

10. The opposing party was not the owner of the mobile home in 2018. option to purchase

11. The opposing party did not become the owner till years later. In Exhibit L is the title that the opposing party filed after summary judgement.

12. the actions regarding his ownership and
Fraudulent inducement

Regarding Rule 59(e)
13. The court allowed a title to be
filed after summary judgement was
entered.

14. I was not given an opportunity
to challenge or respond

15. I am now challenging this
title on the grounds it was
improperly presented.

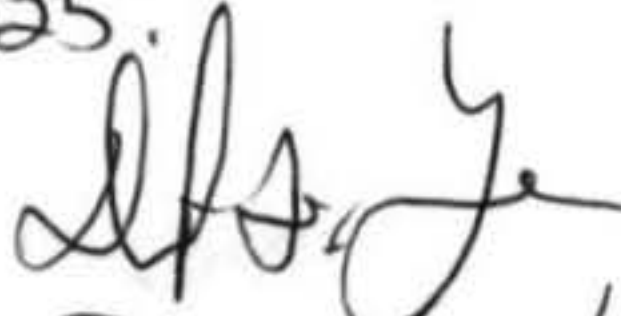
16. I am filing this affidavit
in support of Rule 60(b) 4) 60(b) 3)
and 59(e)

I declare under penalty of
perjury under the laws of the
State of South Carolina that the
foregoing is true and correct

Oct. 6, 2025

Miracle Mitchell
630 Levee
Drive Moxes
Corner, SC
29461

Subscribed and sworn to Derrick F. Hodge
6-Oct-2025.


Derrick F. Hodge
EXP: 6/23/2033



STATE OF SOUTH CAROLINA
COUNTY OF Berkeley
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP0803108

David Hayes et al
PLAINTIFF(S)

Miranda Mitchum et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter was before the Court on Sept. 5, 2025, on pro se defendant's motions styled as motion to dismiss and motion for jury trial. Defendant appeared pro se, Plaintiff was represented by Counsel. These motions being heard by the Court on the same day as Plaintiff's Motion for Summary Judgment. This Court having orally granted Plaintiff's Motion for Summary and with a written order pending hereby finds Defendants motions to be moot and therefore DENIED. Moreover, even if these motions were not moot, pursuant to the standards applicable to Rule 12, SCRPC, the Defendants motion to dismiss should be DENIED. This order makes clear that to the extent that the Court alters or amends its decision to grant summary judgment to Plaintiff, the Defendant's motion for jury trial shall be without prejudice to her right to refile the same.

8 / 15

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/08/2025 .

Miranda Mitchum for Miranda Mitchum
Miranda Mitchum for Miranda Mitchum
David Hayes
Miranda Mitchum

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Berkeley Common Pleas

Case Caption: David Hayes , plaintiff, et al VS Miranda Mitchum

Case Number: 2024CP0803108

Type: Order/Electronic Form 4

So Ordered

s/ T.J. Rode (#2792)

Electronically signed on 2025-09-08 10:09:42 page 3 of 3

Proof of service of a Notice
of Appeal

The State of South Carolina
in the Court of Appeals

Appeal from Berkeley County
Court of common Pleas

T.J. Rade Court Judge
case # 2024-CP-0803108

Plaintiffs

David Hayes

respondent

Brooks A Hayes

Attorney for Plaintiffs

John West

207 Carolina Ave.

Moncks Corner, S.C.

29461

VS.

Miranda Ann Mitchum

630 Levee Drive

Moncks Corner, S.C.

29461

Appellant

Proof of service

I certify that I have served Notice of Appeal
on Sept 8, 2025 by depositing a copy
of it in the United States mail postage
prepaid on Sept. 8, 2025 addressed to
John West 207 Carolina Ave Moncks Corner, S.C.
Sept 8, 2025

Appellant Miranda Mitchum
630 Levee Drive
Moncks Corner, S.C.
29461

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
Case No. 2024-CP-08-01871

DAVID HAYES and BROOKS A.
HAYES,

Plaintiff,

vs.

MIRANDA MITCHUM,

Defendant.

**ANSWER AND AFFIRMATIVE
DEFENSES**

Defendant, Miranda Mitchum ("Defendant"), responding to the Complaint filed by Plaintiffs herein, responds to the corresponding-numbered averments of the Complaint filed by Plaintiff ("Plaintiff") as follows:

1. Admitted;
2. Admitted;
3. Admitted;
4. Admitted;
5. Admitted;
6. Admitted
7. Defendant is without knowledge as to the date of the last payment that she made, therefore denied and strict proof thereof is demanded.
8. Admitted that there is a balance due and owing the Seller under the Contract for missed payments, accrued interest, late fees, lease fees, property taxes and insurance and related charges per the Contract terms; Defendant is without knowledge as to the date of the last payment made, therefore the date is denied and strict proof thereof demanded.

9. Without knowledge or information sufficient to form a belief as to the truth of the averment, therefore denied.

10. Admitted.

11. Admitted.

12. Admitted.

13. Defendant repeats the responses contained in Paragraphs 1-12 above as if set fully set forth in this paragraph.

14. The averment in Paragraph 14 consists of a legal conclusion which does not require a response; to the extent that it does, it is denied.

15. Admitted.

16. The averment in Paragraph 16 consists of a legal conclusion which does not require a response; to the extent that it does, it is denied.

17. The averment in Paragraph 17 consists of a legal conclusion which does not require a response; to the extent that it does, it is denied.

18. Defendant repeats the responses contained in Paragraphs 1-17 above as if set fully set forth in this paragraph.

19. Admitted that Defendant owes for missed payments, etc. pursuant to the Contract, without knowledge as the date of the last payment made, therefore the date is denied and strict proof thereof demanded.

20. Without knowledge or information sufficient to form a belief as to the truth of the averment, therefore denied.

21. Each and every allegation of the Complaint not hereinafter admitted, qualified, or explained in hereby denied and strict proof is demanded thereof.

22. Defendant denies Plaintiff's prayer for relief.

FIRST AFFIRMATIVE DEFENSE
(Unclean Hands)

23. Plaintiffs' claims are barred by the doctrine of unclean hands and *in pari delecto*.

SECOND AFFIRMATIVE DEFENSE
(Mitigation of Damages)

24. Plaintiffs had an obligation to mitigate their damages in whole or in part but have failed to do so.

THIRD AFFIRMATIVE DEFENSE
(Reservation of Additional Defenses)

25. Defendant asserts all of her additional affirmative defenses that may be revealed during the course of discovery in this action.

WHEREFORE, having fully answered the Complaint of the Plaintiffs, Defendant respectfully requests that the Plaintiffs' claim for relief against Defendant be denied.

Respectfully submitted,

/s/ Jeffrey W. Kuykendall

Jeffrey W. Kuykendall – Attorney at Law
South Carolina Bar No. 102538
321 Wingo Way, Ste. 201
Mt. Pleasant, SC 29464
Phone: 843.790.5182
Facsimile: 866.733.1909
Jeff@jwklegal.com
Attorney for Defendant Miranda Mitchum

At Mt. Pleasant, SC
This the 9th day of December, 2024.

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2024-CP-08- _____

DAVID HAYES and BROOKS A.
HAYES,

Plaintiffs,

vs.

MIRANDA MITCHUM,

Defendant,

SUMMONS AND NOTICE

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint upon the undersigned attorneys, at 207 Carolina Avenue, Moncks Corner, South Carolina 29461, within (30) days after service hereof, exclusive of the day of such service. If you fail to Answer the Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that the Plaintiff will move for a general Order of Reference of this cause to the Master-in-Equity or Special Referee for this County, which order shall, pursuant to Rule 53(c) of the South Carolina Rules of Civil Procedure specifically provide that the said Master-in-Equity or Special Referee is authorized and empowered to enter a final judgment in this cause with any appeal directly to the South Carolina Court of Appeals.

Respectfully submitted,

/s/ John S. West

WEST LAW FIRM, PA

SC Bar No. 6035

207 Carolina Avenue, PO Box 1869

Moncks Corner, SC 29461

843-761-5626

Jwestlaw@HomeSC.com

Attorneys for Plaintiffs

November 4, 2024

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

DAVID HAYES and BROOKS A.
HAYES,

Plaintiffs,

vs.

MIRANDA MITCHUM,

Defendant,

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2024-CP-08- _____

COMPLAINT

(Declaratory Judgment/Termination of Contract/
Judgment For Monies Owed)

Non-Jury

TO THE DEFENDANT ABOVE:

Plaintiffs herein would respectfully allege and show unto this Honorable Court as follows,
to wit:

PARTIES

1. Plaintiffs are citizens and residents of Berkeley County, South Carolina.
2. Defendant is a citizen and resident of Berkeley County, South Carolina.

SUBJECT MATTER

3. The subject matter herein involves a South Carolina Public Service Authority (Santee Cooper) leased lot held by Plaintiff Brooks A. Hayes and a 1999 Clayton Phoenix mobile home owned by David Hayes, together, the ("Subject"), the same located at 630 Levee Drive, Moncks Corner, Berkeley County, South Carolina.

FACTS

4. On or about December 13, 2022, the parties entered into an Installment Contract of Sale, ("Contract"), in writing whereby the Plaintiffs, together therein "Seller" and the Defendant therein "Buyer" agreed to the purchase and sale of the Subject for the purchase price of \$62,994.77 on terms and conditions as therein contained. Exhibit "A" attached hereto and made a part hereof by reference.
5. Defendant has been and is now in possession of the Subject upon the Contract since January 1, 2023.
6. Buyer commenced payments on the Contract on January 1, 2023. She made payments on the Contract until the September 1, 2023, payment.
7. Defendant has not made payment on the Contract since the September 1, 2023, payment.
8. There is a balance due and owing the Seller under the Contract for missed payments, accrued interest, late fees, lease fees, property taxes and insurance and related charges per the Contract terms from and since the September 1, 2023, payment.
9. Plaintiffs have provided all required notices to Defendant.
10. Defendant neglected, refused and failed to cure any default on the Contract. She has been and is in default on the Contract.

JURISDICTION AND VENUE

11. This Court is possessed of jurisdiction over the parties and the subject matter.
12. Venue is proper.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment/ Termination of Contract)

13. Plaintiffs repeat the averments contained in ¶¶ 1-12 above as if fully set forth herein *verbatim*.
14. Plaintiff is informed and believes there is a justiciable controversy regarding the Contract based upon the actions and conduct of the Defendant and her refusal and neglect to comply with the Contract terms and her continuing refusal and neglect to comply with the terms of the Contract and the resulting breach thereof.
15. Plaintiffs bring this action pursuant to the provisions of the *S.C. Code Ann. § 15-53-10*, “*Uniform Declaratory Judgments Act*”, for a declaratory order, *inter alia*, terminating the Contract.
16. As an incident to said declaratory order Plaintiffs are entitled to a declaration and determination that Defendant and all others claiming by, through or under her, be forever barred and foreclosed of any right, title, interest and equity of redemption in the Subject.
17. As a further incident to said declaratory order, Plaintiffs are entitled to have the Sheriff of Berkeley County place them in immediate peaceful possession of the Subject.

FOR A SECOND CAUSE OF ACTION
(Monies Owed)

18. Plaintiffs repeat and reallege the allegations and averments of Paragraphs 1-17 above as if fully set forth herein *verbatim*.
19. Defendant owes the Plaintiffs for missed payments, accrued interest, late fees, Santee Cooper lease fees, property taxes and insurance per the Contract terms from and

since the September 1, 2023, payment in an amount in the aggregate to be determined upon the record.

20. Plaintiffs are entitled to a judgment for monies owed as the record will show.

WHEREFORE, having fully set forth their Complaint herein, Plaintiffs would pray for an order and judgment of this Honorable Court as follows:

- a. For a declaratory order and judgment terminating the Contract relative to the Subject;
- b. For a declaratory order and judgment that Defendant and all others claiming by, through or under her, be forever barred and foreclosed of any right, title, interest and equity of redemption in the Subject;
- c. For a declaratory order and judgment that the Sheriff of Berkeley County eject and remove from the Subject all occupant(s), together with all personal property located thereon, and put Plaintiffs in full, quiet and peaceable possession of the Subject without delay and to keep Plaintiffs in peaceable possession thereof;
- d. For a judgment in favor of the Plaintiffs for an amount representing monies owed to Plaintiffs; and
- e. For such other and further relief as this Honorable Court deems just and proper in the premises.

***** remainder of page left blank intentionally*****

5 / 6



Respectfully submitted,

/s/ John S. West, Esq.
SC Bar No. 6035
West Law Firm, PA
207 Carolina Avenue
PO Box 1869
Moncks Corner, SC 29461
843-761-5626 (Office)
843-761-5627 (Fax)
Jwestlaw@HomeSC.com
Attorneys for Plaintiffs

November 4, 2024
Moncks Corner, SC

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2024-CP-08-3108

DAVID HAYES and BROOKS A.
HAYES,

Plaintiffs,

vs.

MIRANDA MITCHUM,

Defendant,

ACCEPTANCE OF SERVICE

I hereby accept service of process of a Summons and Notice and Complaint on behalf of the Defendant in the above-captioned matter this 7th day of November, 2024 and authorize Plaintiffs' counsel to e-file the same.

/s/ Jeffrey W. Kuykendall

Jeffrey W. Kuykendall, Esq.
Attorney for the Defendant

In the honorable Court of Common Pleas Berkeley County
Case # 2024-cp-0803108

Plaintiffs
David Hayes
Brooks A Hayes
Attorney for Plaintiffs
John West
207 Carolina Ave
Moncks Corner, S.C. 29461

FILED

2025 SEP 30 AM 9:25

LEAH GUERRY DUPREE
CLERK OF COURT
BERKELEY COUNTY, SC

Motion for relief
from judgment
Pursuant to SCRPC
Rule 60(b)(1) and
SCRPC 60(b)(3)
and 59(e)

Defendant
Miranda Mitchum
630 Levee Drive
Moncks Corner, S.C.
29461

Comes now I Miranda Mitchum the defendant
in the above captioned matter and respectfully moves
this honorable court for an order to set aside the
summary judgment entered on Sept. 29, 2025. This motion is
based on grounds of excusable neglect pursuant to
SCRPC Rule 60(b)(1) and is supported by the
attached Affidavit of Miranda Mitchum and all other
readings on file.

1. Facts of excusable neglect. I Miranda Mitchum, movant
through no fault of my own did not get to respond
to the lawsuit or even know about a lawsuit even
filed. Former attorney I had Jeffrey Kykendall
did not inform me about the summons and complaint
filed on 11/4/2024. I found out about the case in
March of 2025. Jeffrey Kykendall submitted answers
to the complaint that I did not know about or
agree to. I attached in Exhibit P along with this. Also
I told the Judge and submitted prior evidence as well.
text messages. I told the honorable judge T.J. Rode
on Sept 5, 2025 as well. I released Jeffrey Kykendall as soon
as I knew he did that.

2. Lack of communication. From the onset of the
case, former counsel failed to inform the movant
that the lawsuit had been filed and served. I
Miranda Mitchum did not know or aware about
the answers filed until March of 2025.

3. supporting evidence. I the movant have text messages attached in exhibit P. In these text messages I told my former attorney Jeffrey Kykendall that he did not inform me and answered questions without my consent.

4. unauthorized filings. Further, without the movants knowledge or consent former attorney Jeffrey Kykendall answered questions on my behalf I did not consent or know about.

Relief I am asking the court to vacate judgement under 60(b)(1).

on motion and Rule 60(b)(3)
fraud and misrepresentation

1. I Miranda Mitchum movant move to vacate the judgement entered on Sept 29 2025. due to fraud and misrepresentation by the Plaintiff David Hayes under Federal Rule of Civil Procedure 60(b)(3)

In 2018 I Miranda Mitchum entered a option to purchase with David Hayes, but the Plaintiff was not the actual owner at that time.

This misrepresentation was carried forward to 2022 contract of sale, I relied on the plaintiffs misrepresentation of ownership in 2018 which fraudulent inducement led to the contract in 2022. The fraud, in ~~my~~ ^{is in} Rule 60(b)(3)

In my relief under Grounds in pursuant to Rule 60(b)(3) I would like to vacate judgement for fraud this constitutes a material misrepresentation. I relied on this misrepresentation to my detriment.

I demand and move to vacate the judgment under Rule (60)(b)(1) and 60(b)(3).

I miranda Mitchum under Rule SCRCP 59(e) move to Amend judgement

I miranda Ann Mitchum would like the court to Alter or Amend judgement under Rule 59(e) motion to challenge new evidence and manifest a error of law or fact. The court of common Pleas berkeley county made a clear error of law or fact by considering evidence that was submitted without the opportunity for me to review or challenge violating my rights to a fair proceeding. I did not have a chance to respond to the new evidence. which a court should not rely on. A title was submitted after summary judgement on Sept 8, 2025. The statement of summary judgement was entered at 10:49 am on Sept 8, 2025. the title was submitted after summary judgement at 11:03 am after summary judgement. the court demonstrated prejudice in my case, regarding particularly the title and the ownership issue. Also to make clear the statement of judgement issued on Sept 8 2025 says that the court granted plaintiffs summary judgement orally that was not granted orally on Sept 5 2025 when both parties attended court in person. under Rule SCRCP 59(e) I move to Amend judgement.

(certificate of service)
I miranda Mitchum certify that
on Sept 29, 2025

I sent a copy United States
Postal service for Plaintiffs

David Hayes
Brook Hayes
Attorney for Plaintiffs
John West
207 Carolina Ave SE
Mables Corner, GA 30461

Miranda Mitchum
Miranda Mitchum
630 Levee Drive
Mables Corner, GA 30461
843 609 4320

Exhibit

L

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER WHC010015GA-AB	YEAR 1999	MAKE CLAY	MODEL PHEONI	NEW/USED USED
BODY STYLE MBH	DATE 4/5/2021	ODOMETER 0	WEIGHT 0	TITLE NUMBER [REDACTED]
VEHICLE BRAND(S) EXEMPT				
FULL NAME OF OWNER(S) HAYES, DAVID WADE 160 WILLOW CREEK LN MONCK'S CORNER, SC 29461-3204		CUSTOMER NUMBER: 23704806		
[REDACTED]				
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 VOID'S THIS TITLE				

40457977

STATE OF SOUTH CAROLINA
COUNTY OF Berkeley
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP0803108

David Hayes et al
PLAINTIFF(S)

Miranda Mitchum et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter was before the Court on Sept. 5, 2025, on pro se defendant's motions styled as motion to dismiss and motion for jury trial. Defendant appeared pro se, Plaintiff was represented by Counsel. These motions being heard by the Court on the same day as Plaintiff's Motion for Summary Judgment. This Court having orally granted Plaintiff's Motion for Summary and with a written order pending hereby finds Defendants motions to be moot and therefore DENIED. Moreover, even if these motions were/are not moot, pursuant to the standards applicable to Rule 12, SCRPC, the Defendants motion to dismiss should be DENIED. The Court makes clear that to the extent that the Court alters or amends its decision to grant summary judgment to Plaintiff, the denial of Defendant's motion for jury trial shall be without prejudice to her right to refile the same.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/08/2025 .

Miranda Mitchum for Miranda Mitchum
Miranda Mitchum for Miranda Mitchum
David Hayes
Miranda Mitchum

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

7/12



Berkeley Common Pleas

Case Caption: David Hayes , plaintiff, et al VS Miranda Mitchum
Case Number: 2024CP0803108
Type: Order/Electronic Form 4

So Ordered

s/ T.J. Rode (#2792)

Electronically signed on 2025-09-08 10:09:42 page 3 of 3

CTRONICALLY FILED - 2025 Sep 08 10:49 AM - BERKELEY - COMMON PLEAS - CASE#2024CP0803108





Berkeley Common Pleas

Case Caption: David Hayes , plaintiff, et al VS Miranda Mitchum

Case Number: 2024CP0803108

Type: Order/Electronic Form 4

So Ordered

s/ T.J. Rode (#2792)

Electronically signed on 2025-09-08 10:09:42 page 3 of 3



Berkeley Common Pleas

Case Caption: David Hayes , plaintiff, et al VS Miranda Mitchum
Case Number: 2024CP0803108
Type: Order/Electronic Form 4

So Ordered

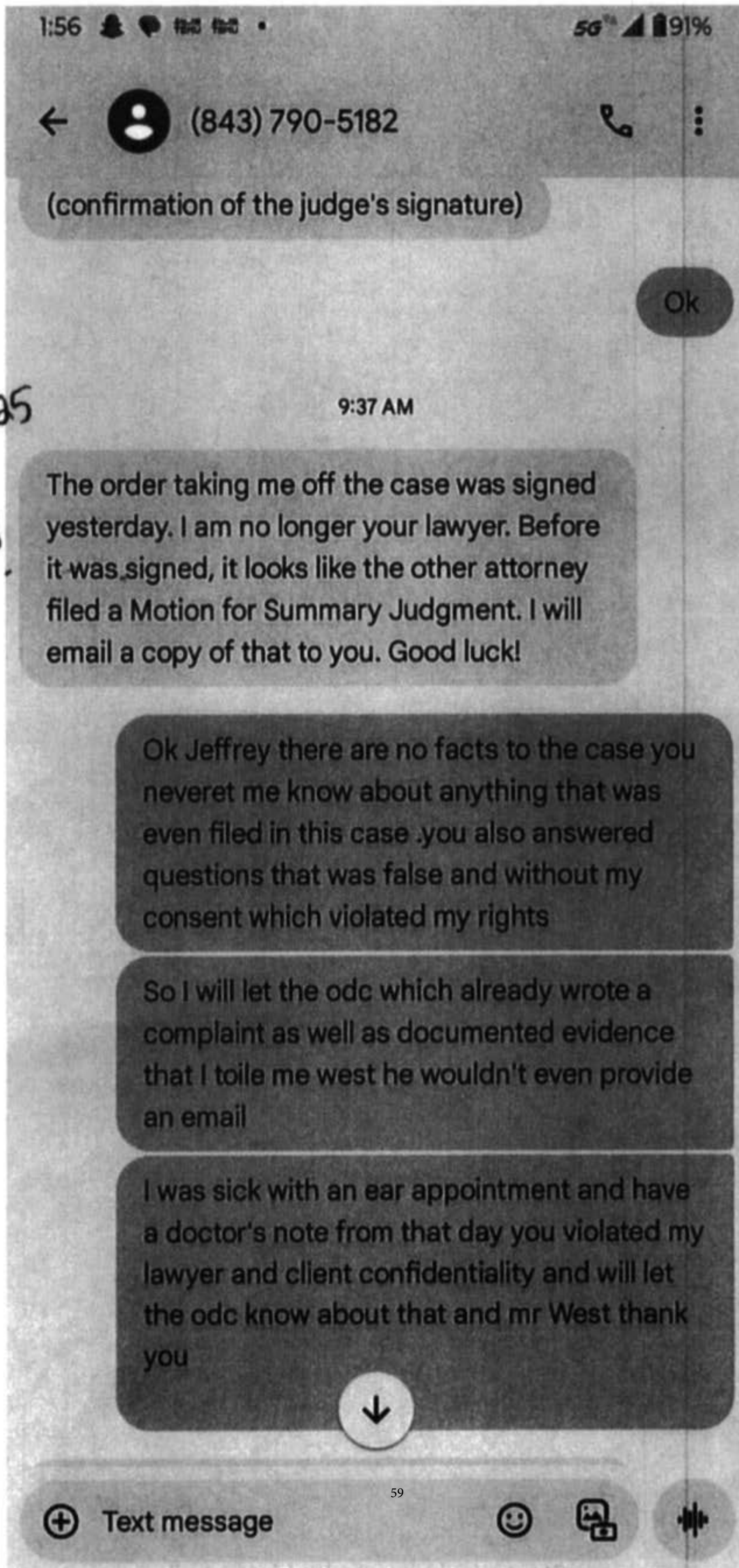
s/ T.J. Rode (#2792)

Electronically signed on 2025-09-08 10:09:42 page 3 of 3

Exhibit P



Jeffrey
Kuykendall
Phone
this is
on
March 24, 2025
+ext
message!





Jeffrey Kuykendall

3/3/2025



to me ▾

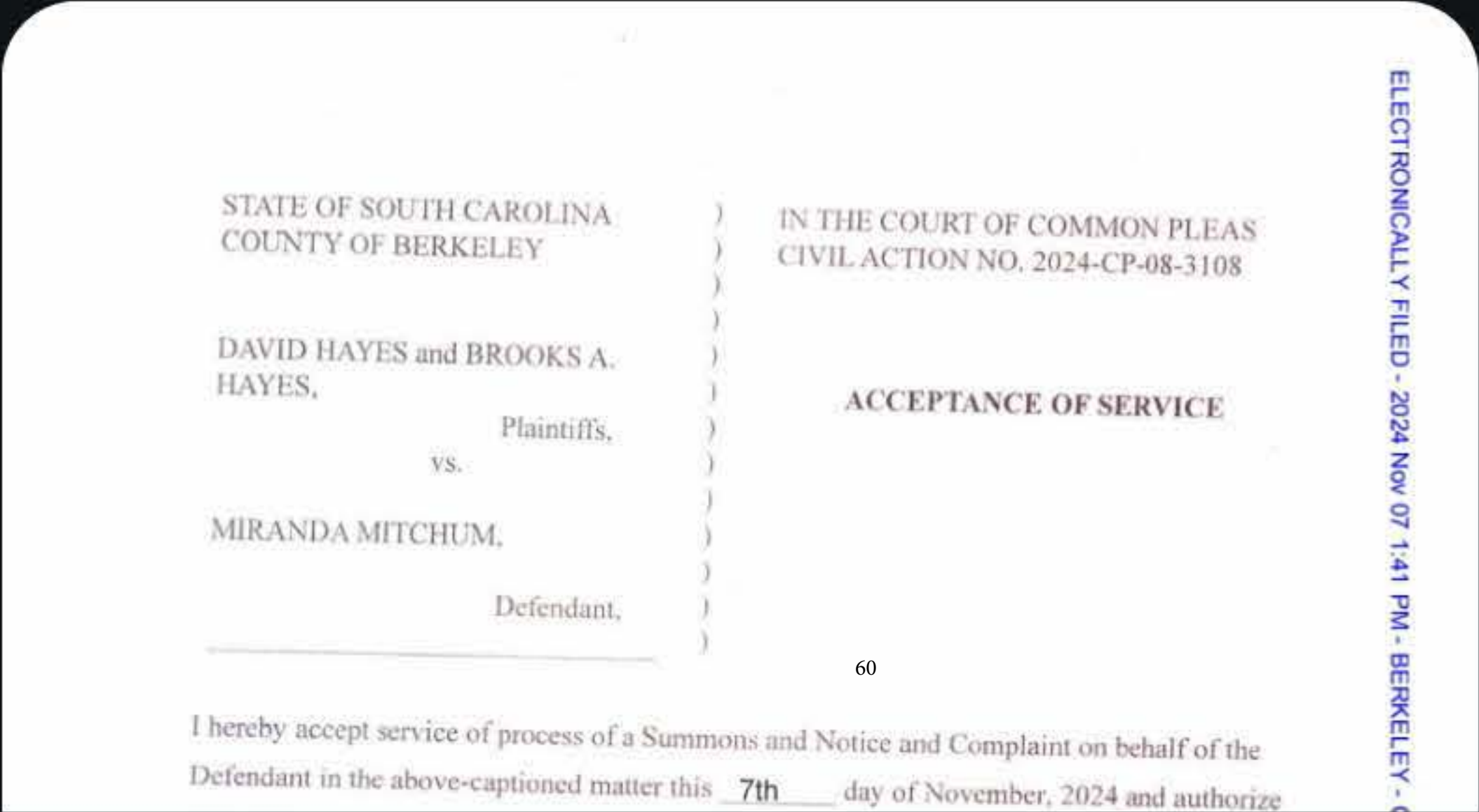
Miranda,

Here are all of the documents that have been filed to date in your case.

Sincerely,
Jeffrey W. Kuykendall
Attorney at Law
321 Wingo Way., Ste. 201
Mount Pleasant, SC 29464
843.790.5182 (direct)
866.733.1909 (facsimile)
Jeff@jwklegal.com

Confidentiality Disclaimer: This email and any attachments are private communications sent by an attorney, and may contain confidential or legally privileged information meant solely for the intended recipient. If you are not the intended recipient, please notify the sender and delete this email.
Thanks.

Show quoted text



Miranda,

Here are all of the documents that have been filed to date in your case.

Sincerely,

Jeffrey W. Kuykendall

Attorney at Law

321 Wingo Way., Ste. 201

Mount Pleasant, SC 29464

843.790.5182 (direct)

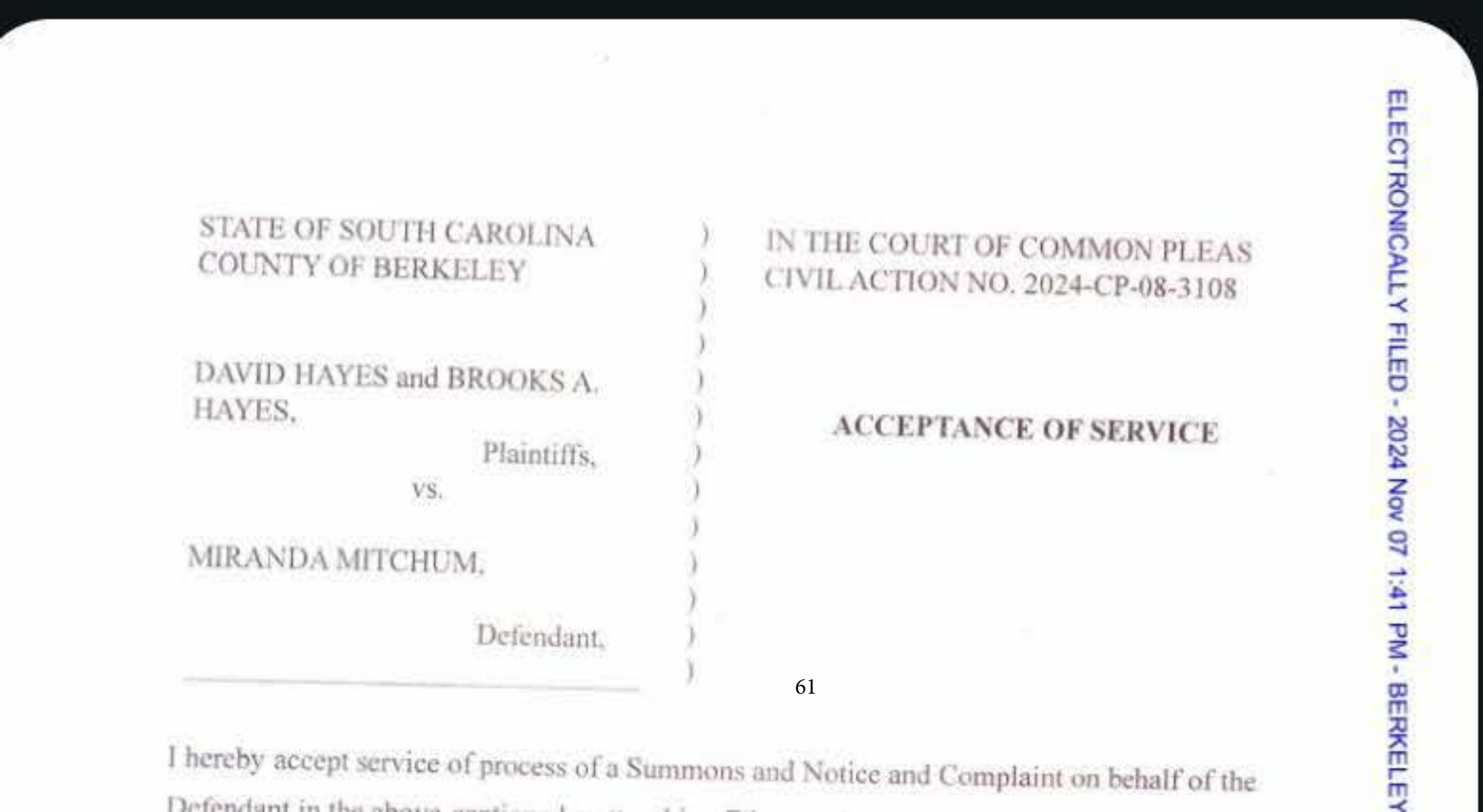
866.733.1909 (facsimile)

jeff@jwklegal.com

Confidentiality Disclaimer: This email and any attachments are private communications sent by an attorney, and may contain confidential or legally privileged information meant solely for the intended recipient. If you are not the intended recipient, please notify the sender and delete this email.

Thanks.

Show quoted text



STATE OF SOUTH CAROLINA					
CERTIFICATE OF TITLE					
OF A VEHICLE					
VEHICLE ID NUMBER WHC010015GA-AB	YEAR 1999	MAKE CLAY	MODEL PHEONI	NEW/USED USED	
BODY STYLE MBH	DATE 4/5/2021	ODOMETER 0	WEIGHT 0	TITLE NUMBER [REDACTED]	
VEHICLE BRAND(S) EXEMPT					
FULL NAME OF OWNER(S) HAYES, DAVID WADE 160 WILLOW CREEK LN MONCK'S CORNER, SC 29461-3204		CUSTOMER NUMBER: 23704806			
[REDACTED]					
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

JOHN S. WEST
E. MASON WEST
JESSICA THOMPSON
CHAD SHELTON
H.N. WEST (1920-2014)



(843) 761-5626
(843) 761-5627
WESTLAWFIRMSC.COM
207 CAROLINA AVENUE
MONCKS CORNER, SC 29461

September 8, 2025

Berkeley County Clerk of Court
300-B California Avenue
Moncks Corner, SC 29461

Re: Hayes v. Mitchum
Case No. 2024 CP0803108

Dear Clerk of Court

Per Judge Rode at a hearing on September 5, 2025, the follow exhibit is being filed in the above referenced case.

Sincerely yours,

Chad D. Shelton
(w/enclosures as stated)

STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA CIRCUIT COURT 9
COUNTY OF BERKELEY) DOCKET NO. 2024CP0803108

DAVID HAYES,	)
Plaintiff	)
Versus	)
MIRANDA MITCHUM	)
Defendant.	)

H E A R I N G
BEFORE THE HONORABLE THOMAS J RODE

DATE: September 5th, 2025.
LOCATION: South Carolina Circuit Court 9
TRANSCRIBED BY: ERIN REILLY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

APPEARANCES:

Attorney for Plaintiff.

JOHN SAMUEL WEST, ESQUIRE
West Law Firm, LLC
207 Carolina Avenue
PO Box 1869
Moncks Corner, SC 29461

Attorney for Defendant.
MIRANDA MITCHUM, PRO SE

1	<u>INDEX</u>	
2		
3	Proceedings.....	4
4	Certificate of Transcriber.....	29

5

6

7

EXAMINATIONS

8 [None]

9

10

EXHIBITS

11 [None Marked]

12

13

14

15

16

17

18

19

20

21

22

23

24

25 (THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH IS
REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 PROCEEDINGS

2 THE COURT: All right. We are on the record this
3 morning 2024CP0803108. We have David Hayes versus Miranda
4 Mitchum. We've got two cases on the roster or two motions on
5 the roster I should say. We've got motion for summary
6 judgment. I'm sorry, three. We've got motion for summary
7 judgment. We've got some captioned as a motion to dismiss but
8 another caption as a motion for a jury trial. One of those
9 motions from you, Mr. West, and the other two from you, Ms.
10 Mitchum. Is that right?

11 MR. WEST: That's correct, Your Honor.

12 THE COURT: How do we want to tackle?

13 MR. WEST: I'm ready to proceed on the motion for
14 summary of judgment. That's the first in order on the docket
15 as I understand it.

16 THE COURT: All right. Very good. All right.
17 Ma'am, we're going to hear the motion for summary first and
18 then we'll proceed to your motions, all right? All right.
19 Mr. West, happy to you hear from you sir?

20 MR. WEST: May I please the Court, Your Honor, for
21 purposes of the record, I'm John West of the West Law firm of
22 Moncks Corner and I'm here representing the Plaintiff's David
23 Hayes and his daughter Brookes Hayes. And we are of course,
24 here on our motion for summary judgment. I call the Court's
25 attention to our memorandum in the record, which is in support

1 of the motion.

2 THE COURT: I've reviewed your memo.

3 MR. WEST: Thank you, Your Honor. The subject of the
4 case if the Court please is a Santee Cooper leased lot and a
5 mobile home located at 630 Levee Drive Moncks Corner in the
6 Thornley Forest subdivision. Plaintiff and Defendants are
7 parties to an installment sales contract dated 12-13-2022,
8 which is Exhibit 8 to the complaint and is also included as an
9 Exhibit 2 other filings. Plaintiffs are the sellers and
10 Defendant is the purchaser.

11 The contract anticipates as these installment
12 contracts do that upon full compliance with the terms of the
13 installment say the contract then the Plaintiffs would assign
14 to the Defendant the Santee Cooper lease and transfer title to
15 the mobile home and all of that, of course, is contained in the
16 contract.

17 Specifically, Defendant has been for many months and
18 is today in possession of the subject. Under the terms of the
19 contract, Defendant started making installment payments on
20 January 1st, 2023. She did that and continued to do that until
21 September of 2023, two years ago. And then she stopped making
22 payments.

23 She had not made a payment under the contract which
24 she partially performed under since September of 2023, although
25 she had been and is today in possession of the subject

1 property. After the default, the Plaintiffs issued a notice to
2 cure letter in February of 2024, which is attached to our
3 memorandum. And that letter was signed for a certified receipt
4 is also included in the record where Ms. Mitchum signed for the
5 notice to cure letter.

6 Nevertheless, she did not vacate the property and she
7 did not cure her default. After some attempts to get the
8 matter resolved unsuccessfully on November the 4th, 2024, the
9 Plaintiff's filed their summons and notice and complaint for
10 declaratory judgment seeking to terminate the contract and for
11 judgment for the monies owed. And this is very important, Your
12 Honor, to sort of get the lay of the land on this matter. The
13 Defendant through her Attorney Jeffrey Kuykendal filed his
14 answers.

15 THE COURT: I saw that.

16 MR. WEST: And in his answer, I certainly won't
17 attempt to repeat the answers but the essence of the answer is
18 very probative to the matter today.

19 THE COURT: Imagine, it would be.

20 MR. WEST: Yes. The December 13th, 2000 contract was
21 admitted in his answer that the Defendant had been in
22 possession of the subject since January 23 it was admitted.
23 That she made payments under the contract from January 23 until
24 September 23, admitted. That there is a balance owed under the
25 contract for missed payments. This is in the answer for missed

1 payments, accrued interest, late fees, lease fees, property
2 taxes, and insurance that is admitted.

3 THE COURT: Save the date that I recall the answer
4 did not admit the date.

5 MR. WEST: The answer did not -- admitted that he --

6 THE COURT: It admitted that the balances were owed
7 that all those things were owed, but he did not admit the
8 complaints since September 1st.

9 MR. WEST: He did not admit that it was September 1st
10 but he did not provide any indication that there had been any
11 subsequent payments or payments as of the date of the filing.
12 But he did significantly, Your Honor, admit that she was at
13 that time in default and that she failed to cure.

14 As a result of that and continuing efforts to get the
15 matter resolved unsuccessfully Plaintiffs then filed their
16 motion for summary judgment on March 4th -- March 24th, 2025.
17 And our memorandum, which the Court has reviewed was filed
18 thereafter.

19 The matter was scheduled for a hearing on motion for
20 summary judgment virtually before Judge McFaddin. And he
21 continued the matter and specifically provided in his 404 order
22 that this matter had to be heard in person. And of course,
23 that's why we are here before you today.

24 At some point along the way, Mr. Kuykendall was
25 relieved as Counsel and as a result, Ms. Mitchum is -- has been

1 -- is appearing pro se. In the memorandum, Your Honor, of
2 significance, is our memorandum is an attachment which is a
3 verified statement account and affidavit which has since been
4 updated through the date of the hearing.

5 And there has been no counter affidavit filed
6 indicating that the representations in the verified statement
7 of account are not correct. There have been no such filing.
8 Of course, Your Honor, you're quite aware of the authority as
9 it relates to a summary judgment motion. And I'm not going to
10 go through all of that because of your familiarity with it. I
11 think it is important, however, to highlight one-piece, small
12 piece of my memorandum and that goes to the language that is
13 contained in the case of Beal versus Hardy. You've got the
14 citation in the memo.

15 The Judge is not required to single out one morsel of
16 evidence and attached to it great significance when patently
17 the evidence is introduced solely in a vain attempt to create
18 an issue of fact that is not genuine. Of course, she hasn't
19 even done that.

20 But if, Your Honor, some of the pro se filings
21 suggest some sort of issue of fact or infer some issue of fact,
22 they are not under oath and the Court is not required to single
23 out a morsel to try to attribute some material issue of fact
24 that it would be in dispute because in this case, there is no
25 fact in dispute.

1 What is a fact is Ms. Mitchum has lived three since
2 September of 2023 and apparently is perfectly content to do
3 that because she's here fighting the whole subject? And, Your
4 Honor, I -- you know, I don't know what words to put around
5 that and I don't want to impugn anyone but I will just simply
6 state the obvious and that is she's been living free for two
7 years now and we've got to bring this to her head. And the way
8 to do that is by way of your granting summary judgement. Thank
9 you, Your Honor.

10 THE COURT: Thank you, Mr. West. All right. Ms.
11 Mitchum, Mr. West files Rule 56 of South Carolina rules of
12 civil procedure, it's a motion for summary judgment. Are you
13 an attorney, ma'am?

14 MS. MITCHUM: Yes, sir.

15 THE COURT: All right. A motion for summary judgment
16 and alleges that there are no issues of material fact in this
17 case. Having made that assertion, it is now for you to respond
18 and explain to the Court --

19 MS. MITCHUM: Yes, sir.

20 THE COURT: -- why there are material issues, in fact
21 that need to go forward.

22 MS. MITCHUM: Okay. Do you want me to explain that
23 or the motion that -- the motions that I have first?

24 THE COURT: I would like for you to respond to his
25 motion for summary judgment.

1 MS. MITCHUM: Okay.

2 THE COURT: And within that in reference doesn't we
3 can [indiscernible].

4 MS. MITCHUM: Okay.

5 THE COURT: I've looked at those and --

6 MS. MITCHUM: Okay.

7 THE COURT: So --

8 MS. MITCHUM: All right. First, of all my past
9 Attorney Jeffrey and I -- I hope I pronounce this right,
10 Kuykendall did not, and I filed with the Court information I
11 have that. I'm not sure if you can see that on here but this
12 is text messages to him that I didn't know anything about this
13 case until March of this year.

14 In that text message and emails with Jeffrey
15 Kuykendall, he messaged me, it says the order taking off the
16 case was signed yesterday. I'm no longer your attorney --
17 lawyer before because I had let him go when I found out that
18 there was actually a case that I did not know about was filed -
19 - signed and it looks like the other attorney filed a motion
20 for summary judgment.

21 I'll email a copy of that to you. Now, I responded.
22 Jeffrey, there are no facts to this case. You never let know
23 anything that was filed in this case you also answered
24 questions that was false and without my consent, which violated
25 my rights.

1 So, I will let the ODC know after I get done, which
2 already wrote a complaint as well as documented evidence that I
3 told Mr. West, he wouldn't even provide an email when I called
4 his office, slammed the phone down in my face, it would not let
5 me come to a deposition. I was sick with an ear appointment
6 and I have that on record too on that day.

7 I have the email that I sent Mr. West stating that I
8 would please like another day for a deposition. He denied and
9 slammed the phone down real hard on my face. I let that lawyer
10 go due to the fact that all these answers, I did not even know
11 any questions that were even filed in this case until all this
12 came about.

13 He had already submitted evidence that was incorrect
14 and false and I did not know anything about this case at all
15 until March. This case was filed November the 4th, due to
16 prejudice and not allowing a deposition. Not a --

17 THE COURT: Did you file -- did you notice a
18 deposition?

19 MS. MITCHUM: I'm sorry?

20 THE COURT: Did you notice a deposition?

21 MS. MITCHUM: I didn't know anything until he said --

22 THE COURT: Which deposition did you want to take?

23 MS. MITCHUM: I wanted to go to the office with him
24 and so we could -- if there was, you know, any facts to the
25 case that we could discuss that before there --

1 THE COURT: What?

2 MS. MITCHUM: -- because this -- the case against me
3 is incorrect, this lawsuit is false from the beginning.
4 Someone told me something that he did not have the property to
5 -- authority to own since July 19th, 2018.

6 THE COURT: When did you hire Mr. Kuykendall?

7 MS. MITCHUM: Kuykendall, when I hired him, when Mr.
8 Hayes had went to serve, not in this Court it would have been
9 the other Court, sir, an eviction. And I had told -- I hired
10 him to tell him exactly that I've been trying to figure out how
11 to do this and, you know, get enough money because, you know,
12 to get a lawyer that could represent me of all the fraud that
13 is committed against me.

14 And so, he took the case, I got him through the South
15 Carolina Bar Association and at that point it was not Mr. West
16 the lawyer. He --- David Hayes had another lawyer at that
17 time. And I'm not exactly sure the name of that lawyer but
18 Jeffrey Kuykendall, and when I called ODC, they said that if I
19 could have a recording of this as well, he submitted questions
20 and answers that were incorrect I did not know about.

21 THE COURT: When you say questions and answers, what?

22 MS. MITCHUM: Answers to their original complaint in
23 November of 4th? Am I correct, when it was first filed? I
24 did not -- I was never served that in itself violated my
25 rights. I didn't know anything about this case. In order for

1 a Court to have jurisdiction over Defendant, they need to be
2 properly served. So, I have time and enough, so, I can
3 actually defend myself without prejudice.

4 That was the motion that I filed the first motion to
5 dismiss due to prejudice and not even knowing about this case
6 and answers filed and submitted to them or whether they spoke
7 or not. I can't assumption at this point and you could see
8 this as well, if you'd like that.

9 THE COURT: I've got it.

10 MS. MITCHUM: Okay.

11 THE COURT: Got it from him.

12 MS. MITCHUM: Then -- and this is also the email that
13 I sent Mr. West when he would not provide his email to me on
14 the phone and slammed the phone down that.

15 THE COURT: Well, when did you call Mr. West?

16 MS. MITCHUM: I called Mr. West to see if we could
17 have another day for me to come in for a deposition.

18 THE COURT: No, but when?

19 MS. MITCHUM: What day did I call him?

20 THE COURT: Yeah.

21 MS. MITCHUM: This was -- the email was March the
22 19th. I spoke with him on the phone March the 19th.

23 THE COURT: Well, suspected the reason he was quick
24 to get off the phone with you is because you're still
25 represented by a lawyer at that point, ma'am. All right. You

1 can continue.

2 MS. MITCHUM: That's -- okay. That was my first
3 motion was to get the case dismissed or at least where I was
4 served and I had a right to defend if I had any -- anything
5 that they had. I could write what I wanted to write not just
6 someone putting answers that I did not even know about.

7 So, pro se on July 19th, 2018, I go to residential
8 lease with option of purchase with David Hayes. In this lease,
9 David Hayes says he is the lease holder and he is the owner of
10 this -- the mobile home. Okay. We have this signed, this is
11 filed too with the Court signed on -- yeah, July 19th, 2018.
12 He promised that he was the owner at that time and that he was
13 also the lease holder. I paid for many years, David Hayes,
14 never had a problem with it.

15 We go to sign the contract for title on -- let me get
16 this right. One second sir. So, I don't want to tell you the
17 wrong date. We go to sign in his office at Swamp Fox Agency
18 on, let's see what date this is, 4-8-21. At that time he also
19 states that it's in the record that he is the lease holder at
20 the bottom. It's his handwriting, that he is the lease holder.
21 It says upon payment in full lot leased with Santee Cooper will
22 be transferred to the buyer while being in Thornley Forest
23 known as 631 Levee Drive, Moncks Corner, South Carolina. On
24 the back we both signed it and notarized. This is --

25 THE COURT: When did you file that document you

1 holding up?

2 MS. MITCHUM: Okay. March 28th.

3 THE COURT: I see it [indiscernible].

4 MS. MITCHUM: Okay.

5 THE COURT: Okay.

6 MS. MITCHUM: And on the back, sir. And I'm sorry,
7 what is your name [indiscernible]?

8 THE COURT: I'm Judge Rode.

9 MS. MITCHUM: Okay. On the back it says that he --
10 there's nothing else agreed on all -- there are no separate
11 written or verbal agreements. All parties have read and
12 understand all terms. He promised that he was the leaseholder
13 and the owner on 4-8-21. Now, I also have where Brooke Hayes
14 has been the leaseholder since July 24th, 2013 to -- and it
15 would end on July 24th, 2053.

16 THE COURT: So, then you're holding up just, so, I'm
17 clear here.

18 MS. MITCHUM: Yes.

19 THE COURT: What you're holding up is a contract for
20 --

21 MS. MITCHUM: Okay.

22 THE COURT: Able to a type to a manufactured home.

23 MS. MITCHUM: Yes, sir.

24 THE COURT: Okay.

25 MS. MITCHUM: And on the bottom he promised that both

1 all my contracts he sent he was the owner of home. Okay. And
2 that's his sign -- that's his writing, not mine at the bottom.
3 So, I signed that, at this point I put down -- at that day with
4 7,500 we both initialed that day MM and DDH.

5 We both initialed that day and everything was fine.
6 So at this point it is the -- in July 19th I put down 4,500
7 because he said he was the owner for July 19th, 2018. I put
8 down 4,500 and a portion of that money was going to the
9 purchase of the what I was buying from him. Okay. So, we go
10 to his lawyer's office on December 22nd, 2023.

11 It's me, Loudon -- Chris Loudon and there was a
12 notary, Mary Worth, Mary -- I'm not sure her middle initial
13 Mary Worth. We go there and David Hayes was there and me and
14 the lawyer nothing was -- he said that he was the owner, like
15 in all the other documents that I have. That he was on both
16 the owner of the mobile home and the trailer. I mean, in the
17 lease lot that he specifically signed that there was nothing
18 else mentioned from that day of 4-8-21.

19 I leave that day and I called Mr. Hayes. I had, you
20 know, was making payments and I called Mr. Hayes and I told him
21 on the phone, I said, you know, you never provided me proof of
22 anything through this time. Proof of title, proof of lease
23 lot, proof of disclosures, anything.

24 There was no disclosures on July 19th. There was no
25 disclosures on December 22nd -- yes, 22nd of 2023. Never any

1 disclosures of anything. So, I asked him, he got very upset
2 and I said, you know, I just want to know that for, since July
3 19th they gave the owner of both of these. He -- from that day
4 forward, I specifically said until you can get that information
5 I mean, I have a legal right to know since July 19th that you
6 were the owner of -- owner and of the lease lot since July
7 19th, 2018. That's my right.

8 He withheld important information and a disclosure
9 under South Carolina law from July 19th, he was supposed to
10 give me at least the disclosure that he was not the owner at
11 that time. Whether he changed it from July 19th to whatever
12 time that he changed it. I went to the DMV and asked him if
13 they could give me proof of the title since at least the
14 backlog. They will -- they cannot do that they told me.
15 Unless I could get a Judge to sign something, that I can go in
16 there and get proof from when it was -- whatever was going on.
17 Now, on July 19th, 2018, he lied to me from that day which was
18 fraud.

19 You cannot sell someone something you don't own.
20 From that day forward, even when we went to the office at Swamp
21 Fox Agency, he lied on that document as well saying that he's
22 going to transfer to a lease lot. So, now you've got a lie
23 from July 19th, which was fraud. You got fraud from 4-8-21 and
24 now you got fraud from December, 2023.

25 I was never allowed to come, Mr. West is -- and I

1 don't want to lose -- use and I'm not going to because I have
2 more respect for myself but he denied even a right. He thinks
3 he's above the law to disregard any information. He didn't
4 even care -- just wanted summary judgment.

5 He thought that he has enough authority and enough
6 years here I guess or maybe clout. I'm not sure. I don't know
7 to take away my rights. This case is prejudiced from the
8 beginning. I never had a right to defend myself and I would
9 been backtracking ever since. And I would please like a
10 recording of this to see what goes forward because this is not
11 correct. Every Defendant, no matter if they're rich or poor
12 should have the right to assert any claim or anything in the
13 Court of law. It should not be taken away from them.

14 THE COURT: All right. There --

15 MS. MITCHUM: And I just unfortunately since fraud
16 from July 19th, 2018, which they -- if he -- whether he was not
17 the owner on July 19th, whether if he was a lien holder that
18 was not disclosed, whatever may have been I'm just assuming
19 that yes.

20 THE COURT: Hang on for me for one second.

21 MS. MITCHUM: Okay.

22 THE COURT: Mr. West, as I understand it -- this is a
23 -- the issues upon which you're seeking summary judgment are
24 the installment contract for the acquisition of leasehold
25 interest, right?

1 MR. WEST: That is correct. And the parties that
2 have contract for Mr. Hayes and his daughter Brookes.

3 THE COURT: This action is not upon the contract for
4 the trailer itself.

5 MR. WEST: Well, it includes the mobile home in the
6 contract -- in the installment contract.

7 THE COURT: And that was my question, did that
8 installment contract supersedes that purchase agreement?

9 MR. WEST: It does.

10 THE COURT: Okay.

11 MR. WEST: This it is of course dated of any prior
12 document.

13 THE COURT: Right.

14 MR. WEST: And, of course, as a matter of law of that
15 sends and revokes any prior documents on the same subject
16 matter.

17 MS. MITCHUM: Can I say something, Your Honor?

18 THE COURT: And just a minute.

19 MS. MITCHUM: Okay.

20 THE COURT: Anything else?

21 MR. WEST: No, Judge.

22 THE COURT: I just wanted to make sure I understood
23 that --- how those two documents were together. All right.
24 Ms. Mitchum?

25 MS. MITCHUM: All right. Since the fraud on July

1 19th, that was induced me in order to get -- he knew he was not
2 the owner, that would've never even happened.

3 THE COURT: That would've been 2018, right?

4 MS. MITCHUM: Yes, sir.

5 THE COURT: Okay.

6 MS. MITCHUM: And he would've never -- I would've
7 never went into something that he wasn't the owner. If anyone
8 else tries to sell you something and they're not the owner they
9 can go to jail.

10 THE COURT: What evidence do you have that he's not
11 the owner?

12 MS. MITCHUM: Since July 19th.

13 THE COURT: No. What if -- you signed --

14 MS. MITCHUM: Okay.

15 THE COURT: You signed a contract with him in
16 December of 2022?

17 MS. MITCHUM: Yes, sir. And, but until December,
18 2022 it was me, him and his lawyer and Mary Worth. There is no
19 other person because he's been telling me from the beginning,
20 he's also the leaseholder of the property as well. If you look
21 at that contract on the back there's a page that's been added
22 to that, sir, with no signature of mine. All the signatures
23 are from me and David Hayes only.

24 THE COURT: You're talking about the page with Brooke
25 Hayes's signature on it?

1 MS. MITCHUM: Yes.

2 THE COURT: All right. but let me ask you this --

3 MS. MITCHUM: Yes.

4 THE COURT: you -- your contention is you signed the
5 contract on in December of 2022?

6 MS. MITCHUM: Yes.

7 THE COURT: But then they added the last page with
8 Brooke's signature on?

9 MS. MITCHUM: It that was not there.

10 THE COURT: Okay. What evidence do you have that Mr.
11 -- let me get the name?

12 MS. MITCHUM: Hayes.

13 THE COURT: Mr. Hayes was not the owner or did not
14 have the interest that you claim was required for him to
15 execute the contract?

16 MS. MITCHUM: I -- at that point I trusted him. I've
17 been trusting him the whole time.

18 THE COURT: What evidence do you have now that he
19 didn't have that interest in December of 2022?

20 MS. MITCHUM: Now, come to find out when I went to
21 the tax office because they wouldn't give that to me. It's
22 still in the Brooke's Hayes desk, it was a confusion come in.
23 Brookes Hayes's name at the tax office, he never went and
24 changed tax [indiscernible] I cannot make an as subject. So
25 that's where the confusion come in. He was not the owner

1 somewhere between 2018 to December he changed the title to his
2 name.

3 THE COURT: Okay.

4 MS. MITCHUM: And I've been trying to get all he had
5 what he would done was get information and it's in my right to
6 know what's going on. But he was not the owner in July 19th,
7 2018, which is fraud. Everything that is taken from that
8 before because I never witness that if -- it wasn't the order
9 then.

10 THE COURT: All right. As it relates to your
11 objections, I understand your position on all of that, ma'am.

12 MS. MITCHUM: Thank you and thank you for hearing me
13 because [indiscernible] I feel like my rights have been
14 violated. I think that -- Mr. West [indiscernible] nothing.

15 THE COURT: Mr. West calm down because Ms. Mitchum
16 [indiscernible].

17 MS. MITCHUM: I didn't know that.

18 THE COURT: I think that the reason why you didn't
19 know why [indiscernible].

20 THE COURT: So, we move on that now.

21 MS. MITCHUM: Okay.

22 THE COURT: What I want to understand you have couple
23 motions pending?

24 MS. MITCHUM: Yes, sir.

25 THE COURT: All right. Now, you have indicated to me

1 the reasons why. Before we move on to those notes, any other
2 reasons why you want tell me in opposition of motion for
3 summary judgment?

4 MS. MITCHUM: Yes.

5 THE COURT: All right. What is that?

6 MS. MITCHUM: There -- they should not be allowed
7 summary judgment if there's material stuff that's a breach of
8 the --

9 THE COURT: And get [indiscernible] with say is the
10 lack of ownership. Is -- are there any other issues you want
11 me to be aware of?

12 MS. MITCHUM: From the contract or from everything?

13 THE COURT: Well, there's summary judgment.

14 MS. MITCHUM: For summary judgment there are no
15 statements, signatures or anything. The only thing that he has
16 is one sided to summary -- get summary judgment. I have too
17 much evidence and too much showing that he should not be
18 allowed summary judgement.

19 THE COURT: What is the evidence?

20 MS. MITCHUM: The evidence --

21 THE COURT: [Indiscernible] he told me, what other
22 evidence?

23 MS. MITCHUM: Of him not getting summary judgement?

24 THE COURT: Why he shouldn't get summary judgment.

25 MS. MITCHUM: He's not getting summary judgment

1 because this is wrong.

2 THE COURT: Okay. And you -- that what you just
3 explained to me that's all part of what you said?

4 MS. MITCHUM: Yes, sir.

5 THE COURT: All right. And I want to make sure we
6 went [indiscernible] they given me all these reasons why.

7 MS. MITCHUM: I feel like my right has been violated.

8 THE COURT: Okay. All right -- all right. Now, you
9 have these two other motions pending they're on my roster,
10 [indiscernible], a motion to dismiss?

11 MS. MITCHUM: Yes, sir.

12 THE COURT: And a motion for jury trial?

13 MS. MITCHUM: Yes, sir.

14 THE COURT: All right. Let me -- explain to me today
15 it was probably the motion to dismiss that was the first one.

16 MS. MITCHUM: I think we pretty much covered the
17 reason I would like the case dismissed for prejudice not
18 knowing about the case and not being allowed to submit or give
19 answers for original complaint like not being served. I have
20 never been served it this is the last paper. The only thing
21 I've been served was the last paper that he -- I did sign for
22 that my house.

23 THE COURT: When you say the last paper --

24 MS. MITCHUM: The last -- for summary judgment to
25 come to Court that day and I'm not sure what date but I did

1 sign for that. And thank you for hearing the case. I'm just -
2 - it's a lot.

3 THE COURT: All right. And you've also got --

4 MS. MITCHUM: And I understand, I just feel like --
5 sorry. I -- the reason I feel like especially the violating
6 the -- that I didn't give it when the filing for the motion for
7 summary objection. It was a day -- I think it was a day after
8 I talked to Mr. West [indiscernible] either one day or two
9 days, sir. Because he knew that they're damaging the evidence.
10 He did not want my right to be heard. Thank you.

11 THE COURT: And there's your demand for jury trial
12 that is just -- that is what it sounds like if you want the
13 case.

14 MS. MITCHUM: I would --

15 THE COURT: A jury trial.

16 MS. MITCHUM: The reason, sir, I wanted a jury trial
17 has nothing to do with I just want more than one preference,
18 more than one person to hear the case, case did not any
19 prejudice at all, that's the main reason.

20 THE COURT: All right.

21 MS. MITCHUM: But I did file for that, sir, to make
22 for a jury trial.

23 THE COURT: All right. I understand your argument is
24 the same. Is there anything else you want me to know?

25 MS. MITCHUM: Just that I feel like I would like to,

1 at least, everyone should have the right to defend their self
2 in the Court of law.

3 THE COURT: All right. Thank you much, Mr. West.
4 Anything further that you'd like to say?

5 MR. WEST: Nothing further in regards to the other
6 two motions, Your Honor. We filed a memorandum in opposition
7 of both of those and in the interest of time I would just rely
8 on those motions. I would like to, if I may, while I got the
9 floor Mr. Kuykendall accepted the service of the summons and
10 complaint and I accepted the service as a matter of record.

11 And, Your Honor, just to complete the record since there's
12 been a lot of discussion about ownership of the mobile home in
13 particular, I would like to hand up before you a copy of
14 [indiscernible].

15 THE COURT: I'm happy to look at it, was this is an
16 [indiscernible]?

17 MR. WEST: [Indiscernible] to foresee we were going be
18 in a discussion about ownership.

19 THE COURT: Very good. I'd have to take a look at
20 it.

21 MR. WEST: I can certainly follow it after the
22 hearing if the Court would --

23 THE COURT: Yeah.

24 MR. WEST: -- if you don't mind just to complete
25 record, Your Honor that --

1 THE COURT: Yeah.

2 MR. WEST: -- I just wanted to -- just so the record
3 is clear we've got we is hand me up certificate title for VIN
4 number, again, WHT.

5 MS. MITCHUM: Yes.

6 THE COURT: 0110, I'm sorry, WHCO 10015GA-AB in the
7 name of David [indiscernible] Hayes. All right. Mr. West, if
8 you can just please make sure that it is filed and Ms. Mitchum
9 --

10 MR. WEST: I'll do that.

11 THE COURT: -- gets a copy as well if she doesn't
12 have one.

13 MR. WEST: Happy to, Your Honor.

14 THE COURT: All right. Nothing further from the
15 Plaintiff.

16 MR. WEST: Thank you, sir.

17 THE COURT: All right. I'm going to take the motions
18 under advisement, I'll issue the order soon.

19 MR. WEST: Thank you, Your Honor.

20 THE COURT: Thank you very much.

21 MS. MITCHUM: Do we stay here or?

22 THE COURT: No, ma'am. It'll come. The clerk will
23 make the -- make sure your address is correct with the Court.
24 They will mail a copy of that order once it gets issued.

25 MS. MITCHUM: Thank you, sir, for your time.

1 THE COURT: Thank you.

2 MR. WEST: Thank you, Your Honor.

3 THE COURT: Everybody have a great weekend.

4 MS. MITCHUM: And you too as well.

5 (THERE BEING NOTHING FURTHER, THIS HEARING CONCLUDED)

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

CERTIFICATE OF TRANSCRIBER

I, ERIN REILLY, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 9, South Carolina, on the 5th day of September 2025.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

October 10th, 2025

ERIN REILLY

TRANSCRIBER

erinreilly