

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Appellate Case No. 2025-001820

RECEIVED
Aug 14 2026
SC Court of Appeals

Miranda A. Mitchum,

Appellant,

v.

David Hayes and Brooks Hayes,

Respondents.

**Amended 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. Motion to dismiss
5. **Memorandum** Opposition to plaintiffs summary judgement
6. Notice of appeal
7. Notice of appeal of order denying 60 b motions and 59e
8. **amended and supplemental affidavit 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 affidavit or declaration filed after interloctory 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 Amended 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 14 2026

Respectfully submitted,

Miranda Mitchum

Miranda A. Mitchum

Appellant, Pro Se

Moncks Corner / Goose Creek, SC

Miranda mitchum
630 levee drive
Moncks corner sc
29461

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SC Court of Appeals

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 amended 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 14 h day of August, 2026.

Miranda Mitchum

Miranda A. Mitchum
Appellant, Pro Se

Miranda mitchum
630 levee drive moncks corner sc
29461

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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

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.

FILED

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

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



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

Exhibit

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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



Exhibit P



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

