STATE OF SOUTH CAROLINA COUNTY OF RICHLAND NewRez LLC d/b/a Shellpoint Mortgage Servicing, Respondent, vs. **Keiven K. Minter, Palmetto Citizens Federal Credit Union, Hidden Pines Homeowners Association, Inc.,** Defendants. **Of which Keiven K. Minter is the Appellant.**	IN THE COURT OF APPEALS **APPEAL FROM RICHLAND COUNTY** **Court of Common Pleas** **Case No. 2025-CP-40-01229** **APPELLANT'S EMERGENCY PETITION FOR WRIT OF SUPERSEDEAS AND TEMPORARY STAY PENDING APPEAL (RULE 241, SCACR)** **EMERGENCY RELIEF REQUESTED: FORECLOSURE AUCTION SCHEDULED FOR SEPTEMBER 8, 2026, AT 12:00 PM**

TO THE HONORABLE CHIEF JUDGE AND ASSOCIATE JUDGES OF THE SOUTH CAROLINA COURT OF APPEALS:

Appellant Keiven K. Minter, appearing pro se, respectfully petitions this Court pursuant to Rule 241 of the South Carolina Appellate Court Rules (SCACR) for an Emergency Writ of Supersedeas and an immediate Temporary Stay of the Foreclosure Sale scheduled for September 8, 2026, at 12:00 PM, pending the final resolution of this appeal.

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SC Court of Appeals

In support of this Petition, Appellant respectfully shows the Court:

I. JURISDICTION AND PROCEDURAL POSTURE

1. **This Court has proper appellate jurisdiction over this matter. Appellant initially filed a Notice of Appeal on May 29, 2026. On June 1, 2026, this Court dismissed that appeal without prejudice as premature because Appellant's timely Rule 59(e) Motion to Alter or Amend was still pending in the lower court.**

2. **Following a hearing on June 24, 2026, the Richland County Master-in-Equity (MIE) entered a Form 4 Order denying Appellant's Rule 59(e) motion on June 25, 2026. Respondent served the Certificate of Service and written notice of entry of this Form 4 Order on July 8, 2026. Appellant subsequently filed and served a timely, ripe Notice of Appeal within the mandatory thirty (30) day window under Rule 203(b)(1), SCACR, which has been formally accepted and docketed by this Court.**

3. **Appellant filed his Rule 207 Notice of Transcript Compliance on August 14, 2026, confirming that the entire trial record has been fully transcribed, paid in full, and is**

in Appellant's possession, ready for immediate transmission upon this Court's order. No further administrative action is required by any court reporter.

4. On August 14, 2026, Appellant was notified by third-party inquiries that Respondent has scheduled a foreclosure auction of Appellant's residence—located at 136 Sandpine Circle, Columbia, SC 29229 (TMS No. R23112-02-11)—for September 8, 2026, at 12:00 PM.

5. Pursuant to Rule 241(b), SCACR, applying to the lower court for a stay is impracticable and futile. The lower court, presided over by Richland County Master-in-Equity Stephanie N. Lawrence, has consistently dismissed Appellant's threshold jurisdictional, statutory, and contractual challenges, and has already entered its Final Judgment, thereby transferring jurisdiction over the merits of this action to this Court. Respondent is actively attempting to execute the disputed foreclosure sale before this Court can review the manifest errors of law committed below.

II. LIKELIHOOD OF SUCCESS ON APPEAL

Appellant's appeal presents substantial, meritorious, and preserved questions of law demonstrating a high likelihood of success on the merits, as Respondent failed to satisfy mandatory contractual conditions precedent, conclusively lacks standing, and failed to introduce competent, admissible evidence in the lower court:

A. Respondent's Material Breach of the Governing Security Instrument Bars Equitable Enforcement

Under South Carolina law, contractual terms governing pre-acceleration notice of default constitute strict conditions precedent. In *Austin-Griffith, Inc. v. Goldberg*, 224 S.C. 372, 79 S.E.2d 447 (1953), the South Carolina Supreme Court held that notice provisions are conditions precedent that must be strictly complied with because "the parties in inserting such provision attached both value and importance to its precise terms."

Verbatim, Covenant 22 of the Subject Mortgage strictly mandates that before acceleration:

"Lender shall give notice to Borrower prior to acceleration following Borrower's breach... The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days... by which the default must be cured; and (d) that failure to cure... may result in acceleration... foreclosure by judicial proceeding and sale of the Property."

Furthermore, Covenant 20 explicitly bars the commencement of any judicial action until this notice is properly executed by the contracting parties:

"Neither Borrower nor Lender may commence, join, or be joined to any judicial action... that arises from the other party's actions... or that alleges that the other party has breached any provision... until such Borrower or Lender has notified the other party... of such alleged breach and afforded the other party hereto a reasonable period... to take corrective action."

Respondent's own summary judgment evidence establishes on its face that the default notice (August 16, 2024) was issued by a third-party servicer ("Shellpoint Mortgage Servicing") on behalf of an entirely different, unrecorded assignee entity (See Respondent's Affidavit of Indebtedness, Exhibit E [Breach Letter], filed March 4, 2026).

Any attempt by Respondent to rely on standard covenants such as Section 13 (Successors and Assigns Bound) or the loan-servicing transfer provisions of Section 20 to assert that they unilaterally inherited the original "Lender" status (NewRez LLC f/k/a New Penn Financial, LLC) is contractually precluded:

- **Section 13 binds and benefits only the *legal* successors and assigns of the Lender. Because the purported assignment recorded on April 13, 2022 is void under S.C. Code Ann. § 30-5-30 (lacking power of attorney and utilizing a mismatched loan number 0579082406 instead of 38119041063), Respondent is not a contractually recognized "assign" of the Lender for this specific mortgage.**
- **Section 20 permits changes in payment collection administration, but it explicitly does not redefine the term "Lender" or transfer the Lender's unilateral contractual right to accelerate under Section 22.**

Consequently, because Respondent committed a material breach of the mortgage contract by failing to perform these mandatory conditions precedent, Respondent is barred from seeking equitable enforcement. Under *Kiriakeland, Inc. v. Langley*, 290 S.C. 307, 311, 350 S.E.2d 396, 399 (Ct. App. 1986), South Carolina law dictates that "a party who has committed a material breach of a contract cannot complain of a subsequent breach by the other party or use a court of equity to enforce that same contract." The default notice failure is a complete, threshold contractual bar under *Austin-Griffith*.

B. Respondent Conclusively Lacks Standing as a Real Party in Interest Under Rule 17, SCRCP

Under South Carolina law, standing is a threshold requirement to maintain an action. In *Bardoon Properties, NV v. Eidolon Corp.*, 326 S.C. 166, 169, 485 S.E.2d 371, 373 (1997), the South Carolina Supreme Court established that the right of a plaintiff to maintain a suit goes directly to the plaintiff's substantive right to relief. Under Rule 17(a), SCRCP, every action must be prosecuted in the name of the real party in interest.

Conclusively, because of the material breach of contract and severe chain of title defects, Respondent is not the real party in interest. A detailed analysis of the public land records reveals a fatal gap in Respondent's chain of title and expressed authority:

- The recorded Mortgage refers exclusively to loan identifier 38119041063 (See Respondent's Affidavit of Indebtedness, Exhibit C [Mortgage], filed March 4, 2026).
- The purported Assignment of Mortgage (recorded April 13, 2022 in Book R2734 at Page 3536) refers to loan identifier 0579082406—an entirely different asset (See Respondent's Affidavit of Indebtedness, Exhibit D [Assignment], filed March 4, 2026).
- Respondent has failed to record or produce a valid Power of Attorney from the defined Lender as required by S.C. Code Ann. §§ 30-5-30 and 62-8-109(c) to establish any expressed authority to execute this transfer.

Furthermore, these recorded land records are mere photocopied duplicates. Under SCRE 1003, a duplicate is only admissible to the same extent as an original *unless* a genuine question is raised as to the authenticity of the original. Appellant raised a massive, preserved authenticity dispute based on the mismatched loan identifiers. Once this dispute was on the record, SCRE 1002 (The Best Evidence Rule) was triggered, stripping these photocopies of their admissibility and requiring Respondent to produce the physical, wet-ink original instruments. Because Respondent failed to produce the originals, they possessed no admissible evidence to support their standing under Rule 17.

C. Respondent's Entire Evidentiary Offering Collapses Under South Carolina Rules of Evidence

Respondent's entire evidentiary package collapses under the South Carolina Rules of Evidence, leaving the record empty of competent proof:

1. Unverified and Bare Initial Pleadings: Respondent failed to attach a physical photocopy of either the Note or Mortgage to its initial Summons and Complaint (filed February 21, 2025), meaning these instruments never became part of the pleadings under Rule 10(c), SCRCP. Furthermore, the initial Complaint was completely unverified—signed strictly by counsel (J. Martin Page, Esq.) with no corporate oath, verification, or sponsorship from Respondent. Because unverified pleadings contain only bare allegations of counsel and carry zero evidentiary weight, Respondent entered the summary judgment stage with an entirely empty record.
2. Incompetent Robo-Signer and Lack of Trustworthiness: To support summary judgment, Respondent relied entirely on Lucas Bennett's *Affidavit of Indebtedness* (filed March 4, 2026). However, Bennett's signature block explicitly reveals his true title as "Document Verification Specialist" rather than a Custodian

of Records. As an off-site, administrative robo-signer, Bennett lacks any personal knowledge regarding the origination or day-to-day maintenance of this specific loan, rendering him incompetent to testify under SCRE 602. Crucially:

- Bennett never once swore to a specific loan identifier in his affidavit to tie his declarations to Appellant's physical property.
- No SCRCP Form 6 (Confidential Party Information Sheet) was ever filed to map and identify the totally redacted account numbers on the Note and Mortgage, violating Rule 41.2(a)(3), SCRCP.
- Consequently, these documents fall squarely under the "lack of trustworthiness" exclusion of Rule 803(6), SCRE, which bars the business records exception if *"the source of information or the method or circumstances of preparation indicate lack of trustworthiness."*

3. The Mandatory Dismissal Command: Under South Carolina law, when a party fails to prove the essential elements of their claim with competent, admissible evidence, the action must be dismissed. In *McComas v. Ross*, 368 S.C. 59, 627 S.E.2d 751 (Ct. App. 2006), this Court affirmed that under Rule 41(b), SCRCP, dismissal is mandated when a plaintiff fails to present competent proof to support their cause of action. Because their entire evidentiary foundation is barred under SCRE 803(6) and 1003, Respondent failed to prove any essential elements of debt or ownership, requiring outright dismissal under *McComas*.

D. Independent Defect: Lack of Personal Jurisdiction Due to Defective Service

Under Rule 3(a), SCRCP, Respondent was required to complete service of process within 120 days of filing the Complaint (by June 21, 2025). Respondent's service by publication did not complete until the third and final publication on July 4, 2025 (Day 133)—making it void on its face. The irrefutable proof for this July 4, 2025 publication date is contained in the Affidavit of Publication (filed July 10, 2025), wherein the publisher of *The Columbia Star*, J. Michael Maddock, swore under oath on July 4, 2025, that publication occurred in issues on June 20, June 27, and July 4, 2025.

Additionally, the June 2, 2025 Order of Publication was obtained under false pretenses and lacks any evidentiary foundation:

1. Untrue Diligence Predicate: Respondent's counsel swore under oath in the Petition for Publication that due diligence was conducted at *138 Sandpine Circle* (See Petition for Order of Publication, p. 2, filed May 27, 2025). The record contains no such attempt; instead, the process server's affidavits show attempts only at *136 Sandpine Circle* and *6729 Two Notch Road* (See Affidavits of Non-Service, filed

March 20, 2025). Personal jurisdiction cannot attach based on an Order of Publication procured through a materially false sworn petition.

2. Unproduced Skip Trace Report: In the Petition for Publication, counsel swore to the court that a "SkipTrace search" was conducted and "did not yield any other possible physical address" (See Petition for Order of Publication, p. 2, filed May 27, 2025). Furthermore, Respondent's own transaction ledger shows they billed Appellant's account for a "Skip Trace" multiple times (See Respondent's Affidavit of Indebtedness, Exhibit A [Corporate Advance History], p. 3, showing a '$2.00 Skip Trace' fee on 07/10/2025, and [Loan History Summary], p. 1, showing a '$45.00 Skip Locate Cost' on 03/05/2025, both filed March 4, 2026; compare with attorney's Affidavit of Costs, p. 2, listing a '$45.00 Skip Trace', filed March 17, 2026). Yet, no Skip Trace Report was ever filed, offered, or admitted into the record (See Richland County Public Index Case History, Case No. 2025-CP-40-01229). Under SCRE 803(10), the absence of this public record is competent evidence of its non-existence. By granting an Order of Publication based solely on uncorroborated, hearsay statements of counsel regarding an unproduced report, the court permitted a constitutional violation of due process, rendering the publication order and subsequent service void.

III. IRREPARABLE HARM

If a stay is not granted, Appellant will suffer immediate and irreversible harm. Real property is unique under South Carolina equity. If the public auction proceeds on September 8, 2026, Appellant's residence will be sold to a third-party purchaser, permanently extinguishing Appellant's title, equity, and right of redemption. Appellant will be forcefully ejected from his home, rendering any subsequent favorable ruling by this Court entirely moot.

IV. BALANCE OF THE EQUITIES AND LACK OF PREJUDICE

1. The balance of equities heavily favors Appellant. Halting the sale merely preserves the status quo pending appellate review of threshold jurisdictional and contractual questions.

2. Respondent will suffer no prejudice from a temporary stay. Respondent's purported security interest is fully collateralized by the physical property, and Respondent has explicitly waived its right to a deficiency judgment.

3. **Because the underlying judgment is void for lack of personal jurisdiction and standing, Appellant respectfully requests that any supersedeas bond requirement be waived, or alternatively, set at a nominal amount.**

PRAYER FOR RELIEF

WHEREFORE, Appellant Keiven K. Minter respectfully requests that this Court:

1. **Immediately issue an Emergency Temporary Stay of the foreclosure sale scheduled for September 8, 2026, pending this Court's formal consideration of this Petition;**
2. **Issue a Writ of Supersedeas staying the April 20, 2026 Order of Foreclosure and Sale and all lower court proceedings pending the final resolution of this appeal; and**
3. **Grant such other and further relief as this Court deems just and proper.**

Respectfully submitted,

Keiven K. Minter, Appellant Pro Se
c/o 9600 Two Notch Rd.
Columbia, South Carolina 29223
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Dated: August 17, 2026

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND NewRez LLC d/b/a Shellpoint Mortgage Servicing, Respondent, vs. **Keiven K. Minter, Palmetto Citizens Federal Credit Union, Hidden Pines Homeowners Association, Inc.,** Defendants. **Of which Keiven K. Minter is the Appellant.**	IN THE COURT OF APPEALS **APPEAL FROM RICHLAND COUNTY** **Court of Common Pleas** **Case No. 2025-CP-40-01229** **CERTIFICATE OF SERVICE** **(RULE 241, SCACR)** RECEIVED **Aug 17 2026** SC Court of Appeals

I, Keiven K. Minter, Appellant pro se in this matter, do hereby certify that on this 17th day of August, 2026, I served a true and correct copy of Appellant's Emergency Petition for Writ of Supersedeas and Temporary Stay Pending Appeal upon Respondent's counsel of record:

Bell Carrington Price & Gregg, LLC
Attn: J. Martin Page, Esq.; Morgan Ames, Esq.; Austin Blackwell, Esq.
339 Heyward Street, 2nd Floor
Columbia, South Carolina 29201

I accomplished service by the following combined means:

1. **By Electronic Mail (e-mail) Delivery to the registered e-mail addresses of Respondent's counsel at:**
   - **mpage@bellcarrington.com**
   - **ablackwell@bellcarrington.com**
   - **mames@bellcarrington.com**
2. **By First-Class U.S. Mail with postage prepaid, deposited in the United States Post Office in Columbia, South Carolina, addressed to the physical firm address listed above.**

Under penalties of perjury as provided by the laws of the State of South Carolina, I declare that the foregoing statements are true, accurate, and complete.

Keiven K. Minter, Appellant Pro Se
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Phone: (803) 814-4450
Email: admin@minteradvisorygroup.org

Dated: August 17, 2026