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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

The Honorable Stephanie N. Lawrence

Master in Equity for Richland County

Appellate Case No. 2026-001622

NewRez, LLC d/b/a Shellpoint Mortgage Servicing, Respondent,

v.

Keiven K. Minter; Palmetto Citizens Federal Credit Union; Hidden Pines Homeowners Association, Inc., Defendants,

Of which Keiven K. Minter is the Appellant.

**APPELLANT'S SUPPLEMENTAL NOTICE OF TRIAL COURT ORDER AND RULE
59(e), SCRCP, TOLLING MOTION**

(Filed Pursuant to Rules 204(a) and 212(b), SCACR, and Rule 803(10), SCRE)

**TO: THE CLERK OF THE SOUTH CAROLINA COURT OF APPEALS AND COUNSEL
OF RECORD:**

Appellant Keiven K. Minter, appearing pro se, respectfully submits this Supplemental Notice pursuant to Rules 204(a) and 212(b) of the South Carolina Appellate Court Rules (SCACR) to advise the Court of recent lower court developments and to supplement the pending appellate record in Appellate Case No. 2026-001622.

In support whereof, Appellant respectfully shows the Court as follows:

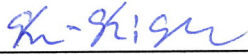
1. On September 17, 2026, an Order Setting Appeal Bond disposing of the September 4, 2026 post-judgment hearing was clocked in on the Richland County Common Pleas docket.

2. On September 18, 2026, Appellant timely served and filed a Motion to Alter or Amend Judgment pursuant to Rule 59(e), SCRCF, challenging the lower court's September 17 Order.
3. Under settled South Carolina Supreme Court law (*Swing v. Swing*, 445 S.C. 340, 914 S.E.2d 158 (2025) (Op. No. 28266); *Elam v. South Carolina Dep't of Transp.*, 361 S.C. 9, 602 S.E.2d 772 (2004)), the timely service and filing of a Rule 59(e) motion automatically stays, suspends, and tolls the finality, execution, and enforceability of the trial court's order by operation of law.
4. Consequently, pursuant to Rule 204(a), SCACR, the thirty-day appeal bond window under S.C. Code § 18-9-170 set forth in the September 17 Order is stayed, tolled, and frozen pending the Master-in-Equity's formal disposition of Appellant's Rule 59(e) motion.
5. Pursuant to Rule 212(b), SCACR, Appellant hereby supplements his pending Motion for Leave to Supplement the Record on Appeal with Exhibit D, consisting of the Richland County Master-in-Equity Order clocked in on September 17, 2026.
6. Appellant further supplements the appellate record with Exhibit E, consisting of Appellant's timely Rule 59(e) Motion Package filed on September 18, 2026, which incorporates the certified 32-page hearing transcript (Exhibit A thereto), the admitted hearing portfolio (Exhibit B thereto), Plaintiff's counsel written admission of Post-Execution Notice (Exhibit C) and Appellant's Supporting Affidavit.
7. At the conclusion of the September 4, 2026 hearing, the Master-in-Equity explicitly instructed Respondent's counsel of record, J. Martin Page, Esq. of Bell Carrington Price & Gregg, LLC, to draft a proposed written order and explicitly directed: "*Okay. So, Mr. Page, just do an order on this with my findings for today. Make sure Mr. Minter's emailed when you send it over to Ms. Cornelius for my review.*" (Certified Hearing Transcript, p. 30, lines 2–5).
8. Pursuant to Rule 803(10), SCRE (Absence of Public Record or Entry), Appellant formally asserts negative averment that Respondent's counsel failed to comply with the bench instruction and failed to serve Appellant with a copy of the proposed draft prior to judicial execution on September 17, 2026.
9. Respondent's counsel J. Martin Page, Esq. possessed Appellant's email address (Admin@MinterAdvisoryGroup.org) as set forth on counsel's own Certificate of Service, yet counsel intentionally excluded Appellant from the electronic transmission to Ms. Cornelius, violating Rule 5(b)(3), SCRCF (mandating service on all parties "at the same time and by the same means").
10. Written confirmation of post-execution notice is established by Respondent's counsel Austin Blackwell, Esq., who emailed Appellant at 12:39 PM on September 17, 2026—over one hour after docketing—stating that the order was already signed and clocked in.

11. The procedural exclusion under Rule 5(b)(3), SCRCPP directly caused a substantive defect in the lower court record, as Appellant was denied prior service and was unable to inspect the draft text or object to the total omission of admitted Exhibit 1 prior to signature.
12. The verbatim certified hearing transcript attached as Exhibit A to Exhibit E proves that Appellant introduced self-authenticating certified public land and tax records (admitted Exhibit 1) establishing non-waivable jurisdictional voids under Rule 60(b)(4), SCRCPP.
13. Admitted Exhibit 1 establishes that record fee-simple title resides exclusively in The Keiven Keon Minter Trust (*Standard Building & Loan Ass'n v. Young*, 124 S.C. 239), that CoreLogic tax receipts prove active address notice at 2216 W Branch Rd, Columbia South Carolina 29223-6822 (*Montgomery v. Mullins*, 325 S.C. 500), and that mismatched loan identifiers defeat standing under Rule 17, SCRCPP.
14. Under South Carolina law (*Brannon v. Brannon*, 342 S.C. 43, 535 S.E.2d 645 (2000)), an order executed without prior service that completely omits findings of fact on admitted public evidence contains manifest errors of law requiring Rule 59(e) alteration.
15. Appellant respectfully requests that this Court receive and file this Supplemental Notice, maintain the current abeyance status of Appellate Case No. 2026-001622 as confirmed by Clerk letter dated September 11, 2026, and confirm that appellate briefing deadlines remain stayed until thirty days following the lower court's written disposition of Appellant's pending Rule 59(e) motion.

Respectfully submitted,

Dated: September 18, 2026 Columbia, South Carolina

By: 

Keiven K. Minter, Appellant Pro Se
c/o 9600 Two Notch Rd.

Columbia, South Carolina 29223

Phone: (803) 814-4450

Email: admin@minteradvisorygroup.org

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

NewRez LLC d/b/a Shellpoint Mortgage Servicing,

Plaintiff,

vs.

Keiven K. Minter; Palmetto Citizens Federal Credit
Union; Hidden Pines Homeowners Association,
Inc.,

Defendant(s).

BCP No.: 25-40653

IN THE COURT OF COMMON PLEAS

C/A No.: 2025-CP-40-01229

ORDER

THIS MATTER CAME BEFORE THE COURT on September 4, 2026 on Defendant Keiven K. Minter's Motion to Fix Supersedeas Bond/Written Undertaking filed on August 31, 2026, Rule 60(b) Motion to Vacate and Supplemental Motion to Vacate filed on September 1, 2026, and Formal Notice/Slander of Title filed on September 2, 2026. Present for the hearing was Defendant Keiven K. Minter, *Pro Se*, and Plaintiff's counsel. Having considered the record, the arguments of Plaintiff's counsel and Defendant Keiven K. Minter, and the applicable law, the Court finds and orders as follows:

FINDINGS OF FACT

1. This is an action for foreclosure of a mortgage encumbering real property described in the Order Denying Defendant Keiven K. Minter's Rule 12 Motions and Cross-Motion for Summary Judgment, and Order Granting Plaintiff's Motion for Summary Judgment for Judgment of Foreclosure and Sale entered on April 20, 2026 ("***Judgment of Foreclosure and Sale***"). Subsequent to the entry of the Judgment of Foreclosure and Sale, Defendant Keiven K. Minter ("***Defendant***") filed a Motion to Alter or Amend Judgment Pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure ("***SCRCP***") along with several motions to stay the foreclosure scheduled for June 1, 2026, which were heard by the Court on June 24, 2026. The Court entered a Form 4 Order on June 25, 2026 disposing of Defendant's motions to stay the sale as moot because the subject real property was not called or sold at the June 1, 2026 foreclosure sale and denying

Defendant's Rule 59(e) Motion to Alter or Amend ("***Order Denying Defendant's Rule 59(e) Motion***").

2. Defendant has appealed the Judgment of Foreclosure and Sale and the Order Denying Defendant's Rule 59(e) Motion.
3. The Judgment of Foreclosure and Sale directs the sale of the subject real property to satisfy the mortgage debt and lien.
4. Rule 241(a) of the South Carolina Appellate Court Rules ("***SCACR***") provides that, as a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters in the order or judgment being appealed. However, Rule 241(b), SCACR, provides exceptions to this general rule, and one of those exceptions is Rule 241(b)(4), which provides for an exception for "[j]udgments directing the sale or delivery of possession of real property as provided in S.C. Code Ann. § 18-9-170." Pursuant to S.C. Code Ann. § 18-9-170, when a judgment appealed from directs the sale of real property to satisfy a mortgage or other lien, the execution of the judgment shall not be stayed unless the party against whom the judgment is entered obtains a bond with two sureties guaranteeing the property will not be wasted during the pendency of the appeal. S.C. Code Ann. § 18-9-170 further provides that the undertaking shall address the reasonable rental value for the use and occupation of the property during the pendency of the appeal.
5. The Court finds that:
 - a. The reasonable rental value of the subject real property is between One Thousand Four Hundred Dollars (\$1,400.00) and One Thousand Six Hundred Dollars (\$1,600.00) per month;
 - b. One Thousand Four Hundred Dollars (\$1,400.00) per month is a reasonable estimation of the rental value of the subject real property;
 - c. The reasonable duration of an appeal in South Carolina is between twenty-four (24) and thirty-six (36) months;

- d. Twenty-four (24) months is a reasonable estimation of the duration of Defendant's appeal;
and
 - e. A bond equal to the reasonable estimation of the rental value of the subject property (\$1,400.00) multiplied by the reasonable estimation of the duration of the Defendant's appeal (24 months) is appropriate and sufficient to secure the obligations contemplated by S.C. Code Ann. § 18-9-170 during the pendency of the appeal.
6. Thus, the Court further finds that a bond in the amount of Thirty-Three Thousand Six Hundred Dollars (\$33,600.00) is sufficient to stay judgment pending appeal and the bond shall be conditioned upon Defendant's compliance with all obligations imposed by S.C. Code Ann. § 18-9-170, including the obligations to preserve the property and to pay the applicable value of the use and occupation of the property.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. In order to stay the foreclosure sale from taking place during the pendency of the Defendant's appeal, Defendant must post a cash bond with the Richland County Clerk of Court in the amount of Thirty-Three Thousand Six Hundred Dollars (\$33,600.00) within thirty (30) days of the filing of this Order and must execute and file a written undertaking approved by the Court and Plaintiff's counsel providing that Defendant will comply with all obligations imposed by S.C. Code Ann. § 18-9-170, including the obligations to preserve the property and to pay the applicable value of the use and occupation of the property;
2. If the cash bond is not posted and the written undertaking is not properly executed, approved, and filed within thirty (30) days of the filing of this Order, then Defendant's pending appeal shall not operate as a stay of the execution of the Judgment of Foreclosure and Sale;
3. To the extent that the Court has jurisdiction during the pendency of an appeal, Defendant's Rule 60(b) Motion to Vacate and Supplemental Motion to Vacate are DENIED;

4. To the extent that the Court has jurisdiction during the pendency of an appeal, Defendant's Formal Notice/Objection of Slander of Title is DENIED as moot due to the court cancelling the scheduled September sale; and
5. The Court shall retain jurisdiction to address matters concerning the sufficiency, approval, enforcement, or modification of the undertaking and sureties as permitted by applicable law.

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW



Richland Common Pleas

Case Caption: Newrez Llc , plaintiff, et al vs Keiven K Minter , defendant, et al
Case Number: 2025CP4001229
Type: Master/Order/Other

IT IS SO ORDERED that:

Stephanie N. Lawrence

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

5th JUDICIAL CIRCUIT

CASE NO.: 2025-CP-40-01229

NewRez LLC d/b/a Shellpoint Mortgage
Servicing,

MOTION AND ORDER INFORMATION

Plaintiff,)

FORM AND COVERSHEET

vs.)

Keiven K. Minter; Palmetto Citizens Federal
Credit Union; Hidden Pines Homeowners
Association, Inc.

Defendant.)

Plaintiff's Attorney:

J. Martin Page, Bar No. 100200

Address:

Bell Carrington Price & Gregg, LLC

339 Heyward Street

Columbia, South Carolina 29201

Phone: 803-509-5078 Fax _____

E-mail: mpage@bellcarrington.com Other: _____

Defendant's Attorney:

Keiven K. Minter, Bar No. N/A

Address:

c/o 9600 Two Notch Rd.

Columbia, South Carolina 29223

Phone: 803-814-4450 Fax _____

E-mail: Admin@MinterAdvisoryGroup.Org

Other: _____

☒ 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: Rule 59(e) Motion to Alter or Amend Judgment/ Order dated September 17,
2026

Estimated Time Needed: 60

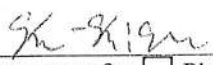
Court Reporter Needed: ☒ YES/☐ NO

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 of Attorney for ☐ Plaintiff/☒ Defendant

09/18/2026

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: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED – AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

NewRez LLC d/b/a Shellpoint Mortgage
Servicing,

Plaintiff,

vs.

Keiven K. Minter; Palmetto Citizens Federal
Credit Union; and Hidden Pines
Homeowners' Association,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2025-CP-40-01229

DEFENDANT'S RULE 59(e), SCRPC,
MOTION TO ALTER OR AMEND
JUDGMENT / ORDER DATED
SEPTEMBER 17, 2026

(Filed Pursuant to Rules 59(e) and 59(g), SCRPC, and Rule 803(10), SCRE — Challenging Failure to Comply with Bench Transmission Instructions, Absence of Simultaneous Service under Rule 5(b)(3), SCRPC, Total Omission of Admitted Exhibit 1, and Procedural Due Process Deprivation)

TO: THE HONORABLE STEPHANIE N. LAWRENCE, MASTER-IN-EQUITY FOR
RICHLAND COUNTY, AND COUNSEL OF RECORD FOR PLAINTIFF:

Defendant Keiven K. Minter, appearing pro se and specially, respectfully moves this Honorable Court pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure (SCRPC) to alter, amend, or vacate the Order filed in this matter on September 17, 2026 (electronically signed September 17, 2026, at 10:40 AM; clocked in on the Common Pleas docket at 11:26 AM).

In support of this Motion, Defendant asserts a negative averment posture under Rule 803(10) of the South Carolina Rules of Evidence (SCRE) and shows the Court as follows:

I. TIMELY FILING AND AUTOMATIC STATUTORY TOLLING

1. On September 4, 2026, this Court convened an expedited post-judgment hearing regarding Defendant's Rule 60(b)(4) Motion to Vacate Void Judgment and Supplemental Filings, Formal Notice of Slander of Title, and Motion to Fix Supersedeas Bond.
2. At the conclusion of the September 4 hearing, the Court orally instructed Plaintiff's counsel of record, J. Martin Page, Esq. (Bell Carrington Price & Gregg, LLC), to draft the proposed written order and explicitly directed Page to transmit the draft to court scheduler Fristella Cornelius while simultaneously copying Defendant for review prior to judicial execution (Certified Transcript, p. 30, lines 2–5).

3. On September 17, 2026, an Order disposing of the September 4 hearing was clocked in on the Richland County Common Pleas docket.
4. Defendant serves and files this Motion within twenty (20) days of entry pursuant to Rule 59(e) and Rule 59(g), SCRCP.
5. Under settled South Carolina Supreme Court law (*Swing v. Swing*, 445 S.C. 340, 914 S.E.2d 158 (2025) (Op. No. 28266); *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 602 S.E.2d 772 (2004)), the timely filing of a Rule 59(e) motion automatically stays, suspends, and tolls the finality and enforceability of the underlying order by operation of law.
6. Consequently, the 30-day appeal bond countdown under S.C. Code § 18-9-170 set forth in the September 17 Order is stayed, tolled, and frozen pending this Court's adjudication of this Rule 59(e) Motion pursuant to Rule 204(a), SCACR.

II. PROCEDURAL DEFECT: FAILURE TO COMPLY WITH BENCH TRANSMISSION FLOW & RULE 5(b)(3), SCRCP

7. At the September 4 hearing, the Court established the explicit flow of transmission for the proposed order: Plaintiff's counsel J. Martin Page, Esq. was directed to transmit the draft to court scheduler Fristella Cornelius and simultaneously serve Defendant so Defendant would have the opportunity to review it prior to signature (Tr. p. 30, lines 2–5).
8. Plaintiff's counsel J. Martin Page, Esq. failed to comply with the Court's bench transmission flow and instead transmitted the proposed draft to the Court ex parte without serving Defendant.
9. Pursuant to Rule 803(10), SCRE (*Absence of Public Record or Entry*), the complete absence of any docket entry, proof, or electronic record of simultaneous service demonstrates that Page failed to comply with the Court's directed transmission flow.
10. Page's ex parte transmission directly violated Rule 5(b)(3), SCRCP, which mandates that any party providing a proposed order to the court “*shall serve the same on all counsel of record at the same time and by the same means.*”
11. The official note to the 1994 amendment to Rule 5(b)(3), SCRCP clarifies that the mandatory purpose of simultaneous service is to ensure that opposing parties “*will have the opportunity to review and comment on the proposed order before it is signed.*”
12. Page listed Defendant's email address (admin@minteradvisorygroup.org) on his own Certificate of Service, proving he possessed Defendant's email address and full transmission capability, yet intentionally excluded Defendant from the transmission string.

13. Written confirmation that Defendant was notified exclusively after the fact is established by Plaintiff's counsel Austin Blackwell, Esq., who emailed Defendant at 12:39 PM on September 17, 2026—over an hour after docketing—stating that the order was already signed and clocked in (attached hereto as Exhibit C).

III. SUBSTANTIVE DEFECT: OMISSION OF ADMITTED EXHIBIT 1

14. Defendant officially discloses and attaches as Exhibit A the 32-page certified verbatim transcript of the September 4, 2026 hearing, reported by Jennifer Nottle (Cola City Reporting).
15. At the September 4, 2026 hearing, Defendant formally introduced into evidence Defendant's Exhibit 1 (Three-Section Hearing Portfolio), which was marked and admitted into the evidentiary record without objection from Plaintiff's counsel J. Martin Page, Esq. (Tr. p. 9, lines 3–7; Exhibit Index p. 3).
16. Pursuant to Rule 803(10), SCRE, Defendant asserts negative averment that the executed September 17, 2026 Order contains zero findings of fact, zero legal evaluation, and zero rulings regarding admitted Exhibit 1.
17. Counsel's failure to comply with the Court's bench transmission flow directly caused this substantive defect by depriving Defendant of the opportunity to inspect the draft text and object to the omission of Exhibit 1 prior to signature.
18. Admitted Exhibit 1 established non-waivable jurisdictional voids under Rule 60(b)(4), SCRCF, including fee-simple record title residing in The Keiven Keon Minter Trust (*Standard Building & Loan Ass'n v. Young*, 124 S.C. 239, 117 S.E. 595 (1923)), active tax notice at 2216 W Branch Rd disproving publication service diligence (*Montgomery v. Mullins*, 325 S.C. 500, 480 S.E.2d 467 (Ct. App. 1997)), and mismatched loan identifiers under Rule 17, SCRCF.
19. Under South Carolina law (*Brannon v. Brannon*, 342 S.C. 43, 535 S.E.2d 645 (2000)), an order executed following an unserved submission that completely omits findings of fact on admitted public evidence contains manifest errors of law requiring alteration under Rule 59(e), SCRCF.
20. If the Court maintains the posture of the September 17 Order, it must issue explicit findings of fact and conclusions of law resolving each section of admitted Exhibit 1 (disclosed and attached as Exhibit B).

IV. PRAYER FOR RELIEF

WHEREFORE, Defendant respectfully requests that this Honorable Court:

1. GRANT this Motion to Alter or Amend pursuant to Rule 59(e), SCRCP;
2. VACATE or AMEND the September 17, 2026 Order to cure procedural defects arising from counsel's failure to comply with the Court's bench transmission flow;
3. RECOGNIZE that by automatic operation of Rule 59(f), SCRCP, and *Swing v. Swing*, 445 S.C. 340 (2025), the September 17 Order is non-final and its enforcement/bond timeline is fully stayed and tolled;
4. SCHEDULE an evidentiary hearing permitting Defendant to submit written proposed findings of fact reconciling the September 4 transcript and admitted Exhibit 1;
5. ENTER explicit findings of fact and conclusions of law addressing Exhibit 1 (Trust fee-simple ownership, CoreLogic tax notice, and loan identifier mismatch); and
6. Grant such other and further relief as the Court deems just, equitable, and proper.

Respectfully submitted,

Dated: September 18, 2026
Columbia, South Carolina

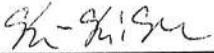
By: 
Keiven K. Minter, Defendant Pro Se
Appearing Specially and Not Generally
c/o 9600 Two Notch Rd.
Columbia, South Carolina 29223
Phone: (803) 814-4450
Email: admin@minteradvisorygroup.org

EXHIBIT A

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-40-01229

NewRez, LLC d/b/a Shellpoint)
Mortgage Servicing,)
Plaintiff,)
vs.) Motion Hearing:
Keiven K. Minter; Palmetto) Friday, September 4, 2026
Citizens Federal Credit Union) 11:06 a.m. - 12:14 p.m.
Hidden Pines Homeowners)
Association, Inc.,)
Defendants.)

_____)

The hearing before the Honorable Stephanie N. Lawrence, was taken at 2500 Decker Boulevard, Courtroom 1, Columbia, South Carolina on the 4th day of September, 2026 before Jennifer Nottle, Court Reporter and Notary Public in and for the State of South Carolina.

9/4/2026

NEW REZ V MINTER

APPEARANCES:

J. MARTIN PAGE, ESQUIRE

Bell Carrington Price & Gregg, LLC

339 Heyward Street, 2nd Floor

Columbia, South Carolina 29201

mpage@bellcarrington.com

Keiven K. Minter, Defendant Pro Se

admin@minteradvisorygroup.org

9/4/2026

NEW REZ V MINTER

1 CONTENTS:

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3 Consolidated Motion Hearing.....4

4 Certification of Reporter.....32

5
6 * * * * *

7 EXHIBITS

8 EXHIBIT INDEX: PAGE:

9 (Copies provided to the Court.)

10 Defendant s Exhibit No. 1 (13 pages).....9

11 - Portfolio

12
13 * * * * *

14 Court Reporter's Legend:

15 dashes [--] Intentional or purposeful interruption

16 [ph] Denotes phonetically written

17 [sic] Written as said

9/4/2026

NEW REZ V MINTER

1 THE COURT: Okay. Today is Friday, September 4th,
2 2026. We are here for case number 202-CP-40-01229. And
3 this is the matter of NewRez, LLC, d/b/a Shellpoint
4 Mortgage Servicing versus Keiven K. Mentor. And I always
5 wonder if I'm supposed to be saying Kevin or Keiven. Is it
6 Keiven?

7 MR. MINTER: Yes, ma'am.

8 THE COURT: I thought so. It's Keiven K. Minter and
9 others. And we are here on -- well, one, let me just say
10 this is an expedited hearing. And we are here on three
11 motions or three matters filed by Defendant Minter. The
12 first is his Rule 60(b) Motion to Vacate Board Judgment and
13 Supplemental Motion to Vacate Board Judgment that was filed
14 and served September 1st, 2026. He had a second issue,
15 which was Defendant's formal notice of slander of title,
16 wrongful execution and demand for immediate administrative
17 roster removal. That was filed and served September 2nd,
18 2026. And then thirdly, we had Defendant's motion to fix
19 the amount of supersedeas bond written undertaking pending
20 appeal, which he filed and served on August the 31st, 2026.
21 Before we get started, let's get our appearances on the
22 record.

23 MR. PAGE: Martin Page for the Plaintiff, Your Honor.

24 THE COURT: Okay. Mr. Page, you've been with me all
25 morning.

9/4/2026

NEW REZ V MINTER

1 MR. PAGE: Yes, ma'am.

2 THE COURT: Okay. For Defendant?

3 MR. MINTER: Keiven K. Minter and pro se, Your Honor.

4 THE COURT: Okay. Mr. Minter. Okay. Okay. So, Mr.
5 Minter, like before, you've been here before, so you kind
6 of know how the process goes. Because these are your
7 motions, you get to present first and then Plaintiff's
8 counsel gets to respond. So, I'll hear you. We're going
9 to do them in order. I'll hear you on your first motion,
10 your Rule 60(b) motion to vacate void judgment. But before
11 you get started, let me do this so that we have a clear
12 record, because we have had a lot of things filed in this,
13 and I want to make sure we have a time line on the record.
14 So, hold on one second, because I wrote some things out.
15 Okay. It seems that these proceedings today are following
16 up on the Order that I entered on April 20th, 26. That
17 order I entered denied Defendants Rule 12 motions and the
18 cross motions for summary judgment. It also granted
19 Plaintiff's motion for summary judgment and judgment of
20 foreclosure and sale. That was April 20th. I think I may
21 have just said August. But that was April 20th, 2026.
22 Following that order of April 20th, on April 30th, 2026,
23 Defendant Minter timely filed a Rule 59(e) motion to alter
24 or amend that judgment. He also filed a motion to stay the
25 pending foreclosure sale on May 4th, 2026. Reaffirmation

9/4/2026

NEW REZ V MINTER

1 of his Rule 59(e) motion was filed subsequently on May
2 22nd, 2026. And a motion to enforce his Rule 59(e) motion
3 to toll and suspend that pending foreclosure sale was filed
4 on May 28th, 2026. Defendant then filed a notice of appeal
5 to the South Carolina Court of Appeals, and that was
6 entered on May 29th, 2026. The Court of Appeals filed a
7 remitter and dismissed that matter on June 22nd, 2026,
8 because that Rule 59(e) motion was still pending before me
9 in this Court. I held a hearing on Defendant's motions on
10 June 24th, 2026, and I entered a Form 4 order following
11 that hearing on June 25th, 2026. And in that order, I
12 found that Defendant's several motions to stay the June
13 1st, 2026 foreclosure sale, as it related to the property,
14 was moved because the property had been removed from that
15 foreclosure roster, and it was not announced or it didn't
16 go up for sale in June, basically. And then after having
17 heard the arguments from both sides on Defendant's Rule
18 59(e) motion to reconsider, I denied that motion to alter
19 or amend. I denied that motion. Okay. So then following
20 those proceedings, so far, are we all on the same page? Is
21 that what you all have that happened to you?

22 MR. MINTER: Yes, ma'am.

23 THE COURT: Okay. So then following that determination
24 where I denied Defendant's Rule 59(e) motion, then these
25 motions that we have today, they follow that -- they follow

9/4/2026

NEW REZ V MINTER

1 my denial of his 59(e) motion, on the summary judgments.
2 So that brings us up to date. There have been some other --
3 there have been numerous filings, but the public index can
4 give a good summary of that. I just want to make sure we
5 have on the record kind of where we are procedurally. So
6 following up from my denial of the Rule 59(e) motion, now
7 we have Defendant's Rule 60(b) motion to vacate void
8 judgment and supplemental motion to vacate void judgment,
9 the one filed September 1, 2026. And I'm assuming, Mr.
10 Minter, you're talking about the vacate my void judgment
11 from my Rule 59(e) denial? Or are you still asking to
12 vacate the judgment from my order of finding summary
13 judgment in favor of Plaintiff?

14 MR. MINTER: Both, Your Honor.

15 THE COURT: Okay, both. Okay. Okay, good. So I'll
16 hear from you now on your Rule 60(b) motion.

17 MR. MINTER: Okay. Your Honor, before we proceed to
18 the merits -- can you all hear me?

19 THE COURT: I can.

20 MR. MINTER: Okay. All right. So before we proceed
21 to the merits on the motions today, I must place the
22 threshold objection on the record. Plaintiff has lodged no
23 confidence in the existence of a warrants system under Rule
24 3.7 of the South Carolina Rules of Professional Conduct,
25 and the Supreme Court holding that State v. Jones decided

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1 in 2001 to unsworn statements of counsel are not evidence.
2 I object to counsel offering any unsworn narrative from the
3 podium to a supplied factual element, lay foundation, or
4 explain documenting processes that require personal
5 knowledge under Rule 602, South Carolina Rules of Evidence.
6 I request that the court restrict counsel strictly to legal
7 argument and exclude any unsworn factual assertion from the
8 evidentiary record. Additionally, as I hand up these
9 binders containing my documentary portfolio, I request that
10 this court take additional notice under Rule 201, South
11 Carolina Rules of Evidence, of the existence and filing of
12 these documents within the court record. Pursuant to Rule
13 105, South Carolina Rules of Evidence, I explicitly state
14 that these documents in the portfolio generated by the
15 Plaintiff, specifically the unverified Complaint and the
16 recorded assignment, are submitted strictly for the limited
17 purpose to the showing that facial defects, disjunctive
18 admissions, and mismatch identifiers. Under Rule 105,
19 these exhibits are not submitted to prove the truth of any
20 Plaintiff's self-serving hearsay assertions regarding death
21 or default, and their submission does not waive my
22 jurisdictional objection. Pursuant to the Court's
23 scheduling order, we are addressing the Defendant's motion
24 to vacate and supplemental motion first because this motion
25 challenges the court's personal jurisdiction to execute a

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1 foreclosure sale. Resolving it first is procedurally
2 mandatory and removes any need for a state bond. I am
3 handing up my comprehensive pair of binders containing my
4 documentary portfolio divided into sections 1, 2, and 3,
5 and they're already numbered.

6 (Defendant s Exhibit No. 1 was marked for identification
7 purposes - (13 pages) Portfolio.)

8 MR. MINTER: Now, if you could please turn to tab 1,
9 document 1, which is the certified independent title search
10 and attorney title opinion signed by a licensed South
11 Carolina attorney, Mr. Harry Alexander Carver, Esquire,
12 South Carolina, bar number 102487. Mr. Carver certifies
13 under his license that the sole fee simple record owner of
14 this property is the Keiven Keon Minter Trust. Now, if you
15 would look at tab 1, document 1.2, which is the recorded
16 trust transfer deed. Your Honor, the Plaintiff's
17 foreclosure judgment was attained strictly against me in my
18 individual capacity. Yet the Plaintiff is attempting to
19 execute this individual's decree to seize and sell a
20 physical asset owned by a separate non-party private trust.
21 Understand the building and loan association versus Jones
22 is added in 1923. The record owner of the equity of
23 redemption is an indispensable party to a foreclosure.
24 Naming and serving the record owner goes directly to the
25 court subject matter jurisdiction over the property itself.

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1 The Plaintiff cannot claim they made an innocent mistake.
2 If you would turn to tab 1, document 1.3, this is a stamp
3 file copy of my motion to dismiss lis pendens, which I
4 physically served and filed on the docket of this case on
5 July 30th, 2025, attaching the recorded trust deed. Claims
6 counsel has had actual docketed notice of this trustee's
7 simple ownership for over a year. Yet they willfully chose
8 to bypass the trust, refused to join the indispensable
9 party, and pushed forward with an individual judgment.
10 Because the record owner was never joined, this judgment is
11 void ab initio under Rule 60(b)(4), South Carolina Rules of
12 Procedure. Now if you would turn to tab 2, documents 2.1
13 and 2.2, which contain the official county real estate tax
14 record. These records prove that Plaintiff's active tax
15 agent CoreLogic has paid property tax bills mailed directly
16 to my active address at 2216 W Branch Road, Columbia, South
17 Carolina 29223 since 2024. Compare this with tab 2,
18 document 2.3, which is the sworn petition for order of
19 publication in paragraph 5. Plaintiff s counsel J. Martin
20 Page Esquire sworn to oath to this Court that they
21 conducted a diligent skip trace search and that it did not
22 yield any other possible physical address besides Sandpine
23 Circle. Your Honor, there is no skip trace report in the
24 court record. Please examine tab 2, document 2.4, which
25 is the certified case history. Under Rule 800.310 of the

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1 South Carolina Rules of Evidence, the absence of this
2 public record on the docket is objected, admissible proof
3 of its non-existence in the record. They withheld the skip
4 trace report because its production would have instantly
5 revealed my active address at 2216 W Branch Road, Columbia,
6 South Carolina 29223. The very address their own tax
7 servicer, CoreLogic, was actively mailing checks to. They
8 committed process perjury and withheld the report to bypass
9 physical service and obtain an order of publication. Under
10 Montgomery v. Mullins, Court of Appeals 1997, service by
11 publication is void ab initio if obtained via a false
12 affidavit. Personal jurisdiction never attacked, rendering
13 the foreclosure decree a complete nullity under Rule
14 60(b)(4). Finally, let's look at the debt itself. Please
15 turn to tab 3, document 3.1, which is the signature page of
16 the Complaint, proving it is completely unverified and
17 carries zero corporate endorsement or oath. Turn to tab 3,
18 document 3.2, which is paragraph 8 of their Complaint.
19 They allege they acquired the mortgage by assignment and/or
20 corporate mergers. This disjunctive pleading is a form of
21 judicial admission that they do not know and cannot prove
22 how they allegedly acquired this debt. Under Rule 17,
23 South Carolina Rules of Civil Procedure, they lack
24 standing. Now look at tab 3, document 3.3, which contains
25 the sales history section of the certified title. Search

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1 updated August 27, 2026. The sales history records every
2 legal transfer of this property. There is no entry
3 whatsoever for NewRez, Shellpoint, or corporate
4 predecessors. They are complete recorded strangers to the
5 physical chain of title. Now if you would, examine tab 3,
6 document 3.4, which is the physical Note from my closing
7 files. Section 1 of the Note establishes a strict
8 two-pronged conjunctive definition of a note holder. The
9 lender or anyone who takes this Note by transfer and who is
10 entitled to receive payments under this Note is called a
11 note holder. Compare this to tab 3, document 3.5, the
12 mortgage, and tab 3, document 3.6, the recorded assignment
13 of mortgage. The subject note and mortgage both secure and
14 identify loan identifier 38119041063, but the assignment
15 they produced declines standing transfer loan identifier
16 0579082406, an entirely different financial asset.
17 Plaintiff fails both prongs of the note holder definition.
18 They fail prong one transfer because their assignment
19 transfers a completely different loan number, and they fail
20 prong two payment, because they cannot prove ownership of
21 the actual underlying debt. Under Rule 17, South Carolina
22 Rules of Civil Procedure, they lack standing to foreclose
23 on a loan using an assignment that transfers a completely
24 different loan. Your Honor, because the record establishes
25 that the underlying judgment is void for failure to join,

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1 the indispensable trust owners and void for process
2 perjuries, and because an active appeal is currently
3 pending, this Court pertains to continuous jurisdiction to
4 issue and indicate a ruling under Rule 60, South Carolina
5 Rules of Civil Procedure, and the Supreme Court holding it
6 in South Carolina Public Service Authority v. Great Western
7 Code, in 1993. Defendant respectfully requests that this
8 Court issue a written certification indicating this intent
9 to grant my motion a vacate upon temporary remand from the
10 Court of Appeals. I propose here to allow the Plaintiff's
11 Counsel to present any sworn corporate witness or
12 admissible evidence to rebut these certified public
13 records, and I request a ruling from the Court on this, but
14 I so move the motion.

15 THE COURT: All right. Mr. Page, I'll hear from you.

16 MR. PAGE: Thank you, Your Honor. It appears that he
17 is challenging both the order of granting the foreclosure
18 as well as the order denying the motion to reconsider.
19 However, both of those Orders have been appealed to the
20 South Carolina Court of Appeals, so I'm not sure if it's
21 proper for this Court to review those orders at this point,
22 given that there is that pending appeal. But the Court
23 does have jurisdiction. These appear to be the same
24 arguments that he's made at both prior hearings and both
25 have already been denied, so we would ask that you deny

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1 this motion as well.

2 THE COURT: So I don't disagree. To the extent that
3 these motions are properly before me, and I don't know that
4 they are with their appeal at the South Carolina Court of
5 Appeals, to the extent that they are, I find that the
6 arguments are redundant from the prior motions hearings
7 that we've already had and for all of the reasons we found
8 in those hearings, and especially the original foreclosure
9 order, that challenges whether or not the plaintiff had the
10 ability to even foreclose on the property. They -- we've
11 gone through those arguments before, and my findings
12 haven't changed from when I found the summary judgment.
13 And I think we had an entire discussion back at that
14 summary judgment hearing about what summary judgment could
15 be decided on, based on the rule, and it's decided on the
16 pleadings and the documents and the evidence and the
17 submissions on file. And I think back then, you were
18 really on the fact that there wasn't a witness in person,
19 Mr. Minter, and I tried to explain back then that that
20 wasn't a requirement for a summary judgment hearing, but
21 here we are again, and I'm hearing it again. So just not
22 to belabor and revisit all of those -- I m to the extent
23 that this motion is properly before me, pending with your
24 appeal at the Court of Appeals, to the extent that's
25 properly before me, I'm denying the Rule 60(b) motion. And

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1 I m just -- I'm trying to be really careful, too, because I
2 recognize you have an appeal at the Court of Appeals, and
3 I'm not trying to in any way negatively impact your appeal
4 process. Okay. So the second was Defendant's formal
5 notice of slander of title, wrongful execution, and demand
6 for immediate administrative roster removal. That was the
7 one filed September 2nd. And I actually don't need to hear
8 from you on this one, Mr. Minter, because this one is moot
9 at this point. Your foreclosure sale, your property
10 foreclosure sale for this case and actually for another
11 case, they're not on our September sale roster. They've
12 been removed from the sale roster. And so let me give you
13 a little bit of background. Because this happened last
14 time when we had to pull your property from the June sale,
15 I believe, and you were upset that it was still showing up
16 on the public index.

17 MR. MINTER: That s correct.

18 THE COURT: Even though it was pulled in our office.
19 And so, Mr. Minter, it's kind of hard for me. I'm going to
20 explain it the best way I can, okay? The public index,
21 what you see on the public index is not a real-time thing.
22 So it takes a minute from what we have to do in our office
23 for it to show up on the public index. It happens from
24 things that happen in our office. It happens from the
25 Clerk of Court. It's not a real-time reflection of what's

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1 going on in a case. I think all of the offices, all of the
2 departments, they do the best that they can to update it in
3 a timely manner. But when you're looking at something on
4 the public index, that's not necessarily what's happening
5 in the office procedurally. And, Mr. Minter, you can't
6 control how the Master-in-Equity office runs. So I say
7 that to say, this matter actually got pulled off of the
8 September foreclosure sale roster on Monday when I came
9 back from vacation. You are not able to see it because it
10 wasn't pulled off the public index until sometime Wednesday
11 afternoon, sometime maybe around 1:00. I'm not sure. I
12 was trying to take care of a lot of matters, and I can't
13 remember the exact time. But I'm saying all that to say,
14 this next motion that you have is moot because it is not --
15 it came off of our sales roster in our office on Monday
16 when I came back from vacation. It came off of the public
17 index sometime Wednesday afternoon, sometime maybe 1:00-
18 ish, I'm not sure. So it's not on the September sales
19 roster, and it hasn't been since Monday. And so what I'm
20 trying to explain to you that I tried to explain in June, I
21 know you're looking at the public index, and it looks to
22 you like it's on, but it's not on. So --

23 MR. MINTER: Is there a way that I would be able to
24 contact your office just to go ahead and verify? Just a
25 future instance?

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1 THE COURT: Sure. Sure. So you can contact in our
2 office. If you're not seeing it on the public index, and
3 it's not supposed to be up there pending your appeal to the
4 South Carolina Court of Appeals. But you can call my
5 paralegal, Ms. Fristella Cornelius. And that number is
6 803-576. I think she's the 1905.

7 MR. MINTER: And just to be clear, Your Honor, is this
8 pulled just for this month right here, or next month too?

9 THE COURT: So we get them as they get sent to us,
10 from plaintiff's attorneys who are putting them up for
11 foreclosure. We receive them and they get put on a roster.
12 So I don't know what's being sent to our office until I
13 actually see the roster for the month.

14 MR. MINTER: Okay.

15 THE COURT: So I'm only talking about September
16 because we're in September. I don't know what's been set
17 for October.

18 MR. MINTER: Okay.

19 THE COURT: But for September, I can tell you
20 definitively it got pulled off of our roster in my office
21 on Monday. And then I saw it come off the public index on
22 Wednesday.

23 MR. MINTER: Okay. Well, now I have an avenue, so --

24 THE COURT: Yeah, okay. So based on that, the Court
25 finds that that second -- well, let me allow you just -- I

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1 don't want to skip over the opportunity. Did you have
2 anything you wanted to say to the second motion, Mr. Page?

3 MR. PAGE: No, Your Honor.

4 THE COURT: Okay. Do you have any more questions
5 about that Mr. Minter, that process?

6 MR. MINTER: No. I m fine.

7 THE COURT: Okay.

8 MR. MINTER: That was the only thing I was trying to
9 prevent.

10 THE COURT: Okay. So the Court finds that the second
11 motion is moot because the property has been pulled from
12 the September foreclosure sale roster. Okay. So now we
13 get to Defendant's third motion. And this was the motion,
14 I think, that both of you all were requesting an expedited
15 hearing on to set the supersedes bond because your matter
16 is at the South Carolina Court of Appeals. For this case,
17 for 2025-CP-40-01229. And I'm saying that again because I
18 recognize that Mr. Minter has two matters pending. And one
19 is at the Court of Appeals, which is this one. And then
20 the other one, I think, is still in my Court on another
21 Rule 59(e) motion. So we're trying to get you all in for
22 an expedited hearing on the bond, because -- so that you
23 can continue your appeal with the Court of Appeals.
24 Because you being able to continue that appeal is dependent
25 on this part of the process.

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1 MR. MINTER: Correct.

2 THE COURT: Okay. So I will hear from you, Mr.

3 Minter, on the issue of the bond and the written

4 undertaking that's required pending your appeal.

5 MR. MINTER: Okay. Because my documentary portfolio

6 establishes that the underlying judgment is void for lack

7 of personal subject matter jurisdiction, no foreclosure

8 sale can proceed. And the requirement of the supersedes

9 bond is moved. The Court of Equity cannot require a

10 citizen to pay a cash bond to stay aboard the decree.

11 However, if this Court refuses to dedicate the board

12 judgment or stay the sale date, the Defendant respectfully

13 requests that the supersedeas bond be set at \$0.00, or a

14 nominal amount of \$100. Under South Carolina equity,

15 requiring a massive cash bond from a citizen whose home is

16 being wrongfully executed on when a separate trust owns the

17 property and service of process was facially fraudulent,

18 would be an unconstitutional deprivation of the right to

19 due process. Furthermore, Plaintiff's purported security

20 interest is fully collateralized by the physical property.

21 They have explicitly waived the right to a deficiency

22 judgment and they cannot show any prejudice from preserving

23 the status quo pending the Court of Appeals' review of

24 these threshold jurisdictional defects. That is all, Your

25 Honor.

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1 THE COURT: Okay. Mr. Page, I'll hear from you on the
2 supersedeas amount.

3 MR. PAGE: Thank you, Your Honor. We believe a bond
4 should be posted as required by the statute. The statute
5 is a little difficult to read. Reading through it,
6 however, it speaks of having two sureties post essentially
7 rent for a period of time to protect the Plaintiff. And I
8 was able to find a recent case, Montgomery Holdings, LLC v.
9 Christopher Merlo from the Court of Appeals from 2026.

10 THE COURT: Mr. Page, the court reporter can't hear
11 you. Can you speak up a little bit more or come to the
12 microphone?

13 MR. PAGE: Okay. Yes. It's the case of Montgomery
14 Holdings, LLC v. Christopher J. Merlo. It was decided in
15 2026. And that was appeal of a mechanics lien foreclosure
16 in which the debtor paid the entire judgment. And while
17 it's a little bit different procedurally, it was looking at
18 this statute, the one we're dealing with here today. And
19 that allowed the Court of Appeals basically says that while
20 the statute provides one method of staying the sale, the
21 satisfaction of the judgment would be the same effect. So
22 I found some cases that in which the entire amount of the
23 judgment is paid to stay the sale. But we are -- what
24 we re going to -- what we would like to have posted is
25 essentially three years of the monthly payments. Per --

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1 which the monthly payments right now are \$1,427.31. So
2 that would be --

3 THE COURT: The monthly payments are how much?

4 MR. PAGE: \$1,427.31. So that would be a full three
5 years, given how long the appeal takes at the court of
6 appeals for three years. That would be \$51,383.16 is what
7 we'd ask the Court to set the bond at. And we would ask
8 that be paid prior, you know, in 30 days.

9 THE COURT: Okay, two things. One, I know the statute
10 is a little bit weird. But he has to do two things. He
11 has to do the written undertaking -- you have to have a
12 writing that states that you're not going to damage the
13 property. So that's the first thing. So you need to make
14 sure you do that. And then he has to post bond. So
15 there's a couple of different ways it can be done. And
16 it's really not supposed to be based on the mortgage
17 amount. It's supposed to be based on the fair market value
18 rental amount. But sometimes that's hard to come up with.
19 And sometimes people fight about what that amount is. So
20 one thing, Mr. Minter, it's not going to be \$0. It's going
21 to be a bond. But we're going to try to make it as
22 reasonable as possible. But it's not going to be a \$0
23 bond. It has to be something for pursuant to -- it has to
24 be something, given the circumstances of this case. So
25 Plaintiff's counsel is proposing the monthly mortgage

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1 amount. I'm going to hear back from you on the monthly
2 mortgage amount being the number that we use to guide us to
3 the final number. I'll hear back from you your thoughts on
4 that.

5 MR. MINTER: Yes, Your Honor. I would like to know
6 where he got the numbers from as far as the mortgage amount
7 because that number is incorrect.

8 THE COURT: Okay, what were you paying? What do you
9 think your mortgage was?

10 MR. MINTER: My mortgage was around, I want to say,
11 \$800.

12 THE COURT: Hold on one second. Mr. Page, do you have
13 any -- do you all, or either one of you -- do either one of
14 you have information as to the current market value for
15 rental of this property?

16 MR. PAGE: Your Honor, we weren't sure what that would
17 be. That's why we used the mortgage amount. We did
18 receive a call from a tenant last week who claimed to be
19 living there, so I imagine it s being rented. But we
20 didn t confirm with her what she was paying him in rent.

21 THE COURT: Okay, Mr. Minter, do you have a tenant in
22 the property?

23 MR. MINTER: No, I don t your Honor.

24 THE COURT: Okay.

25 MR. MINTER: And that's what I want to know. Could

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1 you please disclose who that tenant is?

2 MR. PAGE: Yes, I can get that to you. Lashonda, and
3 the number was 803-973-2434.

4 MR. MINTER: Yes, that would be great.

5 MR. PAGE: It s 803-973-2434.

6 MR. MINTER: Could you repeat that one more time?

7 MR. PAGE: Sure. It s 803-973-2434. Well, I'm sorry,
8 Your Honor, I might have been mistaken. If there is a
9 tenant there, but that's why we decided to go off the
10 mortgage amount. We don't really know what the rental is,
11 but I think it would be pretty close to that.

12 THE COURT: Hold on one second. I'm just making sure
13 the documents don't already have a mortgage amount in
14 there. I don't have the -- so let's do this. We're going
15 to take a quick recess, and let me go see what I can pull
16 up on this.

17 (A short break was taken at this time.)

18 THE COURT: Okay, thank you for your patience. I'm
19 going to go back on the record. I knew I had seen
20 something before in all of these filings with the exact
21 mortgage amounts. I just couldn't remember where I saw it.
22 So I want to clear a couple things up on the record, then
23 we'll talk about what I found in terms of rental amount.
24 So I found it in the March 4, 2026 filing. It was
25 Plaintiff's affidavit of indebtedness, which was exhibit A

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1 to its memo in support of this motion for summary judgment.
2 And starting on page 10, there was a ledger. And so, Mr.
3 Minter, you're partly right. So what I found was that you
4 were paying a mortgage of around \$800. So it was \$833.68
5 in 2020. It changed and had some variation to \$828.16 also
6 in 2020. Then you got a deferment in 2022. And after your
7 deferment, the payments went up to \$975.55. And that was
8 later 22. And then you started making some principal-only
9 payments in late 2022 into 2023 and picked up regular
10 payments back in mid-2023 around September. And at that
11 time, you were paying \$923.73 with some additional
12 principal-only payments through what looks like the
13 beginning of like 2024. The last time you paid before you
14 went into default was \$1,379.41. So you're right. It was
15 at \$800, and it went up. It looks like you had some things
16 happening on your account in terms of deferment and
17 principal-only payments and just changes that happen with
18 mortgages. I say all that to say it looks like when I did,
19 and all I did, total transparency to both of you, I just
20 did a quick Google search about what the rental value was
21 for this property. I put in the property address, tax map
22 number, zip code, and it came back that the rental value is
23 between \$1,400 to \$1,650 per month. And this is based on
24 the square footage that's listed under that property and
25 the estimated property value of \$253,000. And that was

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1 just me doing a Google prompt. So I say all that to say
2 that the rental value is not off from where the last
3 mortgage amounts were. The last mortgage amounts probably
4 a little bit lower than what the rental value is, but I'm
5 supposed to use the rental value. So I'm going to use a
6 rental value of the \$1,400. So the lowest rental value
7 that came back when I did my search, where it gave me
8 \$1,400 to \$1,650, I'm going to use the lowest one, the
9 \$1,400 one, as my baseline number. Okay, so then now I'm
10 back to you, Mr. Page. That's going to be my baseline
11 number. And what multiplier were you trying to use so we
12 can discuss the multiplier?

13 MR. PAGE: We were proposing a three-year multiplier,
14 given the time it takes for an appeal to run in South
15 Carolina.

16 THE COURT: Okay, so you're trying to anticipate the
17 entire appeal process so we don't have to come back again
18 to update the bond amount?

19 MR. PAGE: Yes, your Honor.

20 THE COURT: Okay, I get it. Mr. Minter, I'll hear
21 from you on that. I cannot tell you how long your appeal
22 process is going to take. It varies. Sometimes it can be
23 three years. Sometimes, depending on -- it could be
24 shorter. There's no way for any of us to know exactly how
25 long your entire appeal process is going to take for this

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1 property. So we're all speculating on this. So
2 Plaintiff's Counsel has suggested a three-year multiplier
3 to set the total amount for the bond because he's
4 anticipating three years, which is a typical time frame.
5 But it's not -- it doesn't always happen that way. We
6 don't know. So I'll hear from you on that, on the
7 multiplier.

8 MR. MINTER: All right, so since we're going by the
9 mortgage, have you examined --

10 THE COURT: I'm not going by the mortgage. So let me
11 go back and repeat what I said. I gave a history of your
12 mortgage history and payments, but I am not going by the
13 mortgage. I'm going by the rental value that I found when
14 I put in the property address, the tax map number, and it
15 gave me a rental value of \$1,400 a month to \$1,650 a month.
16 And I'm going with the lesser of the rental value. I'm not
17 basing it on the mortgage.

18 MR. MINTER: Okay.

19 THE COURT: Okay? Okay.

20 MR. MINTER: Your Honor. The mortgage is why we re
21 here as far as contractually speaking. And Covenants 20
22 and 22 of the mortgage, it says that basically the
23 borrower, Keiven K. Minter, and lender, NewRez, LLC, f/k/a
24 New Penn Financial, both names are barred from litigation
25 action without proper notice from the lender defined in

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1 Section D of the mortgage. And that definition, it
2 excludes successors and assigns. There's no notice of debt
3 acceleration in the record from the defined lender, and
4 Plaintiff has breached this mortgage contract by acting
5 without expressing -- I'm sorry. Plaintiff has breached
6 this mortgage contract by acting without express written
7 consent from the defined lender. So --

8 THE COURT: So, Mr. Minter, it sounds like you're
9 still back to trying to argue your Rule 60(b) motion,
10 and/or your Rule 59(e) motion to vacate that foreclosure.
11 And we're past that. At this point, I've denied those.
12 And so, we're setting the -- at this point, we're setting
13 the bond because you have an appeal.

14 MR. MINTER: Uh-huh.

15 THE COURT: So, we're trying to determine a reasonable
16 bond amount. And now, we're totally dealing with
17 supersedeas bond statute, South Carolina Code Section 18-9-
18 170. I'm not revisiting the rulings that I just made or
19 the rulings I made at the previous hearing that are now
20 pending appeal in the South Carolina Court of Appeals. So,
21 this point of this proceeding is specifically about setting
22 the bond amount. And I'm determining -- I've already made
23 an initial determination that I'm starting with the number
24 \$1,400, which is the rental value that I found per month
25 for this property.

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1 MR. MINTER: Okay. So, if anything, I think it should
2 be set at the \$1,400, then.

3 THE COURT: Okay. So, \$1,400 is a \$1,400 -- so, just
4 to make sure we're all on the same page and everybody
5 understands as clear as I can make it, the \$1,400 is per
6 month. It's a \$1,400 rental value per month. And we're
7 trying to figure out the multiplier, trying to speculate as
8 to how long your matter will be before the South Carolina
9 Court of Appeals. Plaintiff's counsel has suggested three
10 years because that's the standard time frame for matters to
11 go through the Court of Appeals, to go through the
12 appellate process.

13 MR. MINTER: I say six months, Your Honor.

14 THE COURT: Okay. So, I'll tell you both what I think
15 about your proposed time frame. I think six months is too
16 short. Three years -- this one may not take that long, we
17 don't know. But what I'll do is I'll set it at two years.
18 I'll do a two-year multiplier. Not the three-year, not the
19 six-month. I'll do the two-year. So, let me do some math.
20 Hold on. \$1,400 rental value per month times 12 months is
21 \$16,800, times two years is \$33,600. So, I'm going to set
22 the total amount at the \$33,600 based on the calculations
23 that I just went over. So, now, Mr. Minter, it's up to you
24 to follow the provisions of the statute. South Carolina
25 Code, Section 18.9.170 to meet the requirements of that

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NEW REZ V MINTER

1 statute to have your appeal be in good standing. And I'm
2 talking about your appeal with the South Carolina Court of
3 Appeals, not with me.

4 MR. MINTER: Correct.

5 THE COURT: All right. Mr. Page, anything back from
6 you? MR. PAGE: Are we going to say 30 days?

7 THE COURT: Thirty days. I'm sorry, I thought I said
8 30 days for the bond. And Mr. Minter, because this came up
9 earlier this week with someone else who had to have a bond.
10 You don't pay that to me. You pay it to the Clerk.

11 MR. MINTER: The clerk of this court or the court of
12 appeals?

13 THE COURT: No. Clerk of -- when you say clerk of
14 this court, it's the Clerk of Court, but their office is
15 not in this building. So, you're doing this.

16 MR. MINTER: I mean, as far as the one on the --

17 THE COURT: Richland County Clerk of Court.

18 MR. MINTER: Okay. I wanted to make sure.

19 THE COURT: Yeah. Richland County Clerk of Court.
20 Yes. There is a clerk in this building, but that clerk is
21 for the magistrate's court system. That's not for -- we're
22 a part of the circuit court. So, when I say this, don't do
23 this (gesturing), Main Street Clerk of Court.

24 MR. MINTER: Okay.

25 THE COURT: Okay. Any other questions?

9/4/2026

NEW REZ V MINTER

1 MR. PAGE: No, Your Honor.

2 THE COURT: Okay. So, Mr. Page, just do an order on
3 this with my findings for today. Make sure Mr. Minter's
4 emailed when you send it over to Ms. Cornelius for my
5 review.

6 MR. PAGE: Yes, Your Honor.

7 THE COURT: Okay. And it will be 30 days from
8 whenever I sign the order. So, whenever he gets the order
9 or whenever I sign the order, then it'll be -- the bond
10 will be 30 days from that order. Okay. I think that was
11 it for this one. So, Mr. Minter, to go back to your
12 question, we finished the bond hearing for this one. It is
13 not on this Monday. Not Monday, because we're Labor Day
14 Monday. It's not on the Tuesday sale roster. You're free
15 to keep watch as we get the -- it shouldn't be on the other
16 ones pending the appeal. Well, let me say this. If you do
17 everything you're supposed to do to have your appeal --
18 appeal perfected in the Court of Appeals, it shouldn't be
19 back on. But you can just check. And if you see it happen
20 to see it pop up, just call.

21 MR. MINTER: Got you.

22 THE COURT: I want to save you the trouble of having
23 to do all of these filings. You can do it. I can't stop
24 you from doing it, but you don't have to do it. Okay.

25 MR. MINTER: The only reason that I do do it is

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NEW REZ V MINTER

1 because of what I actually see on the public index.

2 THE COURT: What you can see. And I'm just -- it's
3 not real time. Okay. And that concludes these proceedings
4 for today. Thank you all.

5 (There being nothing further, the hearing concluded at
6 12:14 p.m.)

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9/4/2026

NEW REZ V MINTER

1 CERTIFICATE OF REPORTER

2 I, JENNIFER NOTTLE, COURT REPORTER AND NOTARY PUBLIC
3 IN AND FOR THE STATE OF SOUTH CAROLINA AT LARGE, HEREBY
4 CERTIFY THAT I REPORTED THIS PROCEEDING, ON FRIDAY, THE 4TH
5 DAY OF SEPTEMBER, 2026, AND THAT THE FOREGOING 31 PAGES
6 CONSTITUTE A TRUE AND CORRECT TRANSCRIPTION OF MY STENOMASK
7 REPORT OF SAID PROCEEDING.

8 I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR
9 COUNSEL FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE
10 PARTIES CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY
11 INTERESTED IN SAID CAUSE.

12 I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT
13 WAS THEREAFTER SEALED BY ME AND DELIVERED TO KEIVEN K.
14 MINTER, ESQUIRE, DEFENDANT PRO SE, 9600 TWO NOTCH ROAD,
15 COLUMBIA, SOUTH CAROLINA, WHO WILL RETAIN THIS SEALED
16 ORIGINAL TRANSCRIPT AND SHALL BE RESPONSIBLE FOR FILING
17 SAME WITH THE COURT PRIOR TO TRIAL OR ANY HEARING WHICH
18 MIGHT RESULT IN A FINAL ORDER ON ANY ISSUE.

19 IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS
20 4TH DAY OF SEPTEMBER, 2026.

21 _____
22 JENNIFER NOTTLE, COURT REPORTER

23 MY COMMISSION EXPIRES JULY 19, 2033
24
25

EXHIBIT B



ATTORNEY TITLE OPINION

Borrower: The Keiven Keon Minter Trust

Client File#: 1505145

Order#: ULF2556660826

Property Address: 136 Sandpine Cir, Columbia, Richland, SC - 29223

Effective Date: 08/23/2026

I certify that on 08/31/2026, I have reviewed the attached title documents and concluded that they provide a valid and legal basis on which a residential loan closing can be conducted and/or a title insurance policy can be written. This certificate is issued to ProTitleUSA to warrant that they have conducted the title search under supervision of the licensed attorney listed below.

Mr. Ari Alexander Carver

SC State Bar No. 102487

GENERAL WARRANTY DEED

Property: 136 Sandpine Circle

Tax Map Parcel Number: R23112-02-11

Reference: For parcel verification, see attached Richland County Property Record Card (PRC), incorporated herein by reference, confirming official parcel identification, legal description, and tax status.

THIS GENERAL WARRANTY DEED is made this 7th day of April, 2025, by and between Keiven Keon Minter, sui juris, non-citizen national (hereinafter referred to as "Grantor"), and The Keiven Keon Minter Trust (hereinafter referred to as "Grantee"), whose administrative address is:

c/o Peace Therapy International, Inc.
c/o KEIVEN KEON MINTER, LLC (Entity ID: 01372410)
9600 Two Notch Rd, Suite 5 #1294
Columbia, SC 29223.

Legal Description

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, LYING AND BEING IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, SHOWN AND DESIGNATED AS:
LOT 84, MEASURING 59.1 X 124 X 76.6 X 17.6 X 136.4 FEET, LOCATED IN HIDDEN PINES PHASE IV, AS SHOWN IN PLAT RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN PLAT BOOK RB708 AT PAGE 2260.

Derivation Clause

This being the same property conveyed to Keiven Keon Minter by deed of Camp Properties, Inc., dated February 28, 2014, and recorded in the Office of the Register of Deeds for Richland County in Record Book 1928 at Page 3141.

Consideration

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby convey, transfer, and warrant to Grantee all right, title, and interest in and to the above-described property, **subject to all mortgages, encumbrances, easements, covenants, and restrictions of record.**

Declaration of Capacity Separation

Grantor, Keiven Keon Minter, sui juris, non-citizen national, executes this instrument solely in his private capacity as the natural man currently holding title, conveying all right, title, and interest to The Keiven Keon Minter Trust, a private express trust.

Book 3008-3268
2025015503 04/07/2025 14:47:17:613
Fee: \$15.00 County Tax: \$0.00

Warranty Deed
State Tax: \$0.00

2025015503 John T. Hopkins II Richland County R.O.D.

Grantee, **The Keiven Keon Minter Trust**, accepts this conveyance by and through its duly authorized Trustee, **Keiven Keon Minter**, acting in a separate fiduciary capacity under authority of the Trust Declaration.

Grantor and Trustee are the same natural man acting in distinct and separate legal capacities, ensuring clear separation between the private estate of the living man and the private trust estate of **The Keiven Keon Minter Trust**.

Non-Citizen National Status Declaration

This conveyance is made by **Keiven Keon Minter, sui juris, non-citizen national**, with all rights reserved under **UCC 1-308**, governed under private common law jurisdiction, outside statutory citizen status.

Private Trust Governance and Secured Party Interest

This property is conveyed into **The Keiven Keon Minter Trust, Peace Therapy International, Inc. (PTI)** holds a perfected security interest in all fixtures, improvements, and appurtenances.

Affidavit of Consideration

An Affidavit of Consideration, duly signed by the Grantor, is attached hereto and incorporated herein for reference, in accordance with South Carolina law.

Signatures & Execution

Grantor's Execution (Personal Capacity - Transferor)

By: *Ke Ke M*

Keiven Keon Minter; sui juris, non-citizen national

Grantor

Date: 4/7/2025

Trustee's Acceptance (Fiduciary Capacity - Trust Representative)

By: *Ke Ke M*

Keiven Keon Minter, Trustee for the Keiven Keon Minter Trust

Grantee

Date: 4/7/2025

Witnesses

Witness 1-

Cory Hooper

Witness 2-

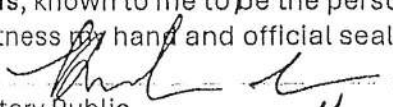
Sam Jones

Notary Acknowledgment (Grantor)

State of South Carolina
County of Richland

On this 7 day of April, 2025, personally appeared **Keiven Keon Minter**, sui
juris, known to me to be the person whose name is subscribed to this instrument.

Witness my hand and official seal.


Notary Public

My Commission Expires: Mar 12, 2034



The Keiven Keon Minter Trust
c/o 9600 Two Notch Road
Columbia, South Carolina [29223]
Non-Domestic, Without the United States

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

NEWREZ LLC D/BA/ SHELLPOINT
MORTGAGE SERVICING,

Plaintiff,

V.

Keiven K. Minter et al.,

Defendants.

SBI: KKM-SPX-2025-JUD-02

) IN THE COURT OF COMMON PLEAS
) CASE NO.: 2025-CP-40-01229

) MOTION TO DISMISS LIS PENDENS

) STRIKE FORECLOSURE ACTION

) AND DISMISS FOR LACK OF STANDING

) (SPECIAL APPEARANCE –
) JURISDICTIONAL NOTICE)

MOTION TO DISMISS LIS PENDENS, STRIKE FORECLOSURE ACTION, AND
DISMISS FOR LACK OF STANDING

UNDER RULES 12(b)(1), (2), (5), (6), (f), and (h)(3)
(SPECIAL APPEARANCE – JURISDICTIONAL NOTICE)

PROPERTY KNOWN AS: 136 Sandpine Circle, Columbia, SC 29229
Fee Simple: Book 1928 / Page 3141 | Transfer: Book 3008 / Page 3268
LP No.: 2025-LP-40-00191

RICHLAND COUNTY
FILED
2025 JUN 30 PM 12:36
JEANETTE W. McBRIDE
Clerk, Court of Common Pleas, & F.C.

TO: THE HONORABLE COURT AND ALL INTERESTED PARTIES:

NOW COMES the undersigned, Keiven Keon Minter, appearing specially and not generally, in sui juris capacity as Beneficiary Agent and Proper Party in Interest for The Keiven Keon Minter Trust, and respectfully moves this Court to dismiss the Lis Pendens, strike the foreclosure action, and dismiss this matter in its entirety based on the following fatal jurisdictional and procedural defects under South Carolina Rules of Civil Procedure Rules 12(b)(1), (2), (5), (6), (7), (f), (h)(3), and 17(a):

I. COMMERCIAL IDENTITY COLLAPSE & UNVERIFIABLE STANDING

1. The Plaintiff's case is built upon irreconcilable naming and capacity conflicts across the deed, mortgage, and Lis Pendens:

MOTION TO DISMISS LIS PENDENS, STRIKE FORECLOSURE ACTION,
AND DISMISS FOR LACK OF STANDING
(SPECIAL APPEARANCE – JURISDICTIONAL NOTICE)

SBI: KKM-SPX-2025-JUD-02 | Motion with Exhibits A–E | Page 3 of 13

- The Fee Simple deed (Book 1928 / Page 3141) names Keiven K. Minter as grantee.
- The Mortgage was executed by a distinct entity, KEIVEN K. MINTER (in all capital letters).
- The Trust Transfer Deed was executed by Keiven Keon Minter, sui juris, transferring the estate into The Keiven Keon Minter Trust, recorded April 7, 2025 (Book 3008 / Page 3268).

2. These naming disparities render the Plaintiff's standing and chain-of-title presumptions void for ambiguity. No verified contract, oath, or sworn statement has been presented to unify these names into one legal person capable of contracting or granting mortgage rights to MERS or its successors.

3. The Lis Pendens filed February 21, 2025 identifies "Keiven K. Minter" as the mortgagor, yet the actual mortgage was executed by "KEIVEN K. MINTER", and the current titleholder is a private trust. Thus, the lis pendens neither reaches the estate nor is legally or equitably perfected against the correct party.

4. MERS, named as nominee in the original mortgage, lacks independent legal interest or capacity to assign enforceable rights to Plaintiff. As such, Plaintiff's standing fails for lack of verified, vested interest—invalidating both the lis pendens and foreclosure action ab initio.

II. DEFECTIVE LIS PENDENS & INSUFFICIENT PROCESS

5. The Lis Pendens is jurisdictionally void for failing to:

- Properly name the real party in interest or estate holder;
- Identify the correct mortgagor with verifiable capacity;
- Attach a valid assignment chain or affidavit of ownership;
- Address the recorded trust deed and its controlling fiduciary.

6. The lis pendens effectively misrepresents the commercial status of the property by imputing rights to MERS and its successors without valid title flow or contract confirmation. Rule 12(b)(5) and Rule 12(f) permit this Court to strike such instruments as false, insufficient, and prejudicial.

7. The failure to serve the Trust, the legal titleholder of record, constitutes insufficient process and further voids jurisdiction under SCRCP Rule 12(b)(5).

III. NONJOINDER OF REAL PARTY IN INTEREST — RULE 17(a), 12(b)(7)

8. The Plaintiff failed to name or notice The Keiven Keon Minter Trust, the actual record titleholder, violating Rule 17(a) which requires all claims be prosecuted in the name of the real party in interest.

9. This omission is fatal. Rule 12(b)(7) permits dismissal where necessary parties are not joined. The trust, as grantee of record, is indispensable and was never properly before this Court.

Richland County Tax Information

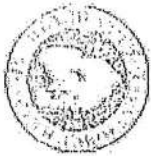
Kendra L. Dove
Richland County Treasurer

The Richland County Treasurer's Office offers several convenient ways to pay your taxes. In addition to paying your taxes in person, through the mail, or at Synovus bank locations throughout the Midlands, we now accept credit card payments with MasterCard, Visa, Discover, and American Express or by electronic check.

Your online payment will be processed by SC.GOV, a third party, working under contract administered by the South Carolina Department of Administration's Division of Technology Operations. The online price of items or services purchased through SC.GOV, the state's official Web portal, includes funds used to develop, maintain, enhance, and expand the service offerings of the state's portal.



Richland County Real Estate Tax



RICHLAND COUNTY
PO BOX 11947
COLUMBIA, SC 29211

REAL ESTATE TAX

Kendra L. Dove
County Treasurer
(803) 576-2250 Ext. 2

treasurer@rcgov.us

Date: 12/31/2024 Time: 16:19:57

Tax year: 2024

Tax Map #: 23112-02-11

Loc: 136 SANDPINE CIR
LOT 84 59.1X124X76.6X17.

Millage: 549.70

Dist # Tot-Asm
2DP 9,370

Where: MT

Batch: 99065

Check: 5,286.51

Clerk: MHM

Tran #: 471337

No: WIRE

Bill #: R-2024-119732

MINTER KEIVEN K

2216 W BRANCH RD

COLUMBIA, SC 29223-6822

Current Payment: 5,286.51

County Tax	5,150.69
County Sales-Cr	-249.76
Homestead	0.00
County Relief	0.00
Solid Waste	385.58
Pen/Cost	0.00
City Tax	0.00
City Sales-Cr	0.00
City Pen	0.00

Paid to Date: 5,286.51

Date Paid: 12/20/2024

Amount Due: 0.00

Remark: PAID BY CORELOGIC
This is a paid receipt.

Richland County Tax Information

Kendra L. Dove
Richland County Treasurer

The Richland County Treasurer's Office offers several convenient ways to pay your taxes. In addition to paying your taxes in person, through the mail, or at Synovus bank locations throughout the Midlands, we now accept credit card payments with MasterCard, Visa, Discover, and American Express or by electronic check.

Your online payment will be processed by SC.GOV, a third party, working under contract administered by the South Carolina Department of Administration's Division of Technology Operations. The online price of items or services purchased through SC.GOV, the state's official Web portal, includes funds used to develop, maintain, enhance, and expand the service offerings of the state's portal.



Vehicle



Real Estate



Business

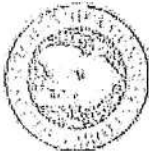


Personal Property



Planned Payments

Richland County Real Estate Tax



RICHLAND COUNTY
PO BOX 11947
COLUMBIA, SC 29211

REAL ESTATE TAX

Kendra L. Dove
County Treasurer
(803) 576-2250 Ext. 2

treasurer@rcgov.us

Date: 12/31/2025 Time: 11:59:58

Tax year: 2025

Tax Map #: 23112-02-11

Loc: 136 SANDPINE CIR

LOT 84 59.1X124X76.6X17.

Millage: 562.80

Dist # Tot-Asm
2DP 9,370

Where: MT

Batch: 3801

Check: 5,423.14

Clerk: AJP

Tran #: 18040

No: WIRE

Current Payment: 5,423.14

County Tax	5,273.44
County Sales-Cr	-249.76
Homestead	0.00
County Relief	0.00
Solid Waste	399.46
Pen/Cost	0.00
City Tax	0.00
City Sales-Cr	0.00
City Pen	0.00

Paid to Date:	5,423.14
Date Paid:	12/31/2025
Amount Due:	0.00

Bill #: R-2025-120910

MINTER KEIVEN K

2216 W BRANCH RD

COLUMBIA, SC 29223-6822

Remark: PAID BY CORELOGIC
This is a paid receipt.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

NewRez LLC d/b/a Shellpoint Mortgage
Servicing,

Plaintiff,

vs.

Keiven K. Minter; Palmetto Citizens Federal
Credit Union; Hidden Pines Homeowners
Association, Inc.,

Defendant(s).

BCP No.: 25-40653

IN THE COURT OF COMMON PLEAS

C/A No.: 2025-CP-40-01229

PETITION FOR AN
ORDER OF PUBLICATION

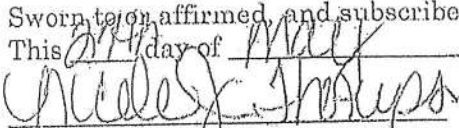
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes
and says:

1. That he is the attorney for the Plaintiff in the above-entitled action.
2. That the Summons and Complaint were filed in the Office of the Clerk of Court on February 21, 2025.
3. A cause of action now exists in favor of the above-named Plaintiff against the above-named Defendants affecting title to real estate in the County of Richland, State of South Carolina, the same being shown by the Complaint filed herein.
4. That the above-named Defendants may claim some right in the said real estate; that a part of the relief which the Plaintiff demands in this action is to exclude the said Defendants, from any interest in the said real estate; and that the Defendants are, therefore, proper parties to this action.
5. That after diligent and reasonable search, Keiven K. Minter, Defendants, could not be found, although the last address is 138 Sandpine Circle, Columbia, SC 29229; that attempts at service via private process server at that address were unsuccessful as evidenced by the Affidavit of Non-service filed previously herein; that an attempt at service via certified mail also was unsuccessful; that a SkipTrace search did not yield any other possible physical address for the Defendant, and that your deponent

is informed and believes that the Defendant may reside outside of said State or be temporarily absent from said State.

6. That the deponent is informed and believes that under the circumstances; the Court should issue an Order requiring that the Summons and Notice of Filing Complaint in this action be served upon the above-referenced Defendants by publication of a copy of the Summons and Notice of Filing Complaint in this case according to the publication statutes of the State of South Carolina.


J. Martin Page, Esq. (SC Bar: 100200)
Morgan Ames, Esq. (SC Bar: 106058)
Bell Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
Phone 803.509.5078
Attorney for the Plaintiff

Sworn to or affirmed, and subscribed before me
This 27th day of May, 2025

Notary Public for South Carolina
My Commission Expires: 02/01/2029



Richland County Common Pleas

CASE HISTORY FOR CASE 2025CP4001229

Newrez Llc , plaintiff, et al vs Kelven K Minter , defendant, et al

FILED DATE: 2/21/2025

CASE TYPE: CP/Foreclosure 420

STATUS: Judgment

ASSIGNED JUDGE: Clerk Of Court C P, G S, And Family Court

DISPOSITION JUDGE: Lawrence, Stephanie N.

CASE PARTIES:

Plaintiff Newrez Llc

Defendant Minter, Keiven K

9600 Two Notch Road, Columbia, SC 29223

Plaintiff Attorney Page, James Martin

339 Heyward Street, 2Nd Floor, Columbia, SC 29201

Defendant Hidden Pines Homeowners Association Inc

Defendant Palmetto Citizens Federal Credit Union

Plaintiff Shellpoint Mortgage Servicing

Defendant Pro Se Minter, Keiven K

9600 Two Notch Road, Columbia, SC 29223

CASE HISTORY FOR CASE 2025CP4001229

Newrez Llc

Age: Unknown
DL#:

DOB: Unknown
SSN: 000-00-0000

SENTENCING:

COST	ORIGINAL	BALANCE DUE	DISBURSED	PAY PRIORITY
Action: Summons & Complaint				
Civil Filing Fee County 44%/100%	\$44.00	\$0.00	\$44.00	999
Civil Filing Fee State 56%	56.00	0.00	56.00	999
SCJD Filing Fee Proviso \$50 / \$25	50.00	0.00	50.00	999
Action: Order/Order Cover Sheet \$25.00				
Motion/Order Filing Fee \$25	25.00	0.00	25.00	999

Print Date: 09/03/2026
Print Time: 1:28:16PM
Requested By: C40SDRAKEF

CaseHistory.rpt V6.1

Page 1 of 3

2.4

SE HISTORY FOR CASE 2025CP4001229

ction: Motion/Summary Judgment				
Motion/Order Filing Fee \$25	\$25.00	\$0.00	\$25.00	999
ction: Order/Order Cover Sheet \$25.00				
Motion/Order Filing Fee \$25	25.00	0.00	25.00	999
Total:	\$225.00	\$0.00	\$225.00	

TE	TIME	EVENT DESCRIPTION
1/2025	3:52 PM	Filing recorded: Lis Pendens Filed
1/2025	3:52 PM	Filing recorded: Summons & Complaint
1/2025	3:52 PM	Filing recorded: Certificate/Certificate of Exemption
1/2025	4:05 PM	Received payment of \$150 from James Martin Page for Newrez Llc. Printed receipt #357119.
3/2025	1:16 PM	Filing recorded: Service/Affidavit of Non Service on Keiven K Minter
3/2025	1:16 PM	Filing recorded: Service/Affidavit of Non Service on Keiven K Minter
3/2025	1:16 PM	Filing recorded: Service/Affidavit Of Service on Hidden Pines Homeowners Asso
3/2025	1:16 PM	Filing recorded: Service/Affidavit Of Service on Palmetto Citizens Federal Cr
3/2025	3:48 PM	Filing recorded: NEF(03-20-2025 01:16:51 PM) Service/Affidavit of Non Ser...
7/2025	3:12 PM	Filing recorded: Notice Of Filing Complaint
7/2025	3:12 PM	Motion/Petition for Order of Publication
3/2025	8:45 AM	Filing recorded: NEF(05-27-2025 03:12:22 PM) Notice/Other
'2025	8:26 AM	Order/Publication
'2025	8:26 AM	Filing recorded: NEF(06-02-2025 08:26:31 AM) Order/Publication
'2025	12:00 AM	EFILEAUTO recorded the following Case Note: Order/Publication
3/2025	11:35 AM	Filing recorded: Affidavit/Publication
3/2025	1:55 PM	Filing recorded: NEF(07-10-2025 11:35:42 AM) Affidavit/Publication
'2025	10:40 AM	Filing recorded: Order/Order Cover Sheet \$25.00
'2025	10:40 AM	Filing recorded: Affidavit/Default
'2025	10:40 AM	Filing recorded: Affidavit/Regarding Military Service
'2025	10:40 AM	Filing recorded: Service/Certificate Of Service
'2025	10:50 AM	Filing recorded: NEF(09-04-2025 10:40:28 AM) Order/Order Cover Sheet \$25....
'2025	10:49 AM	Received payment of \$25 from James Martin Page for Newrez Llc. Printed receipt #369635.
'2025	12:00 AM	EFILEAUTO recorded the following Case Note: Order/Referred to Master or Special Referee
'2025	12:00 AM	EFILEAUTO recorded the following Case Note: Master In Equity referral request generated for 40003 - Richland County Master In Equity
'2025	1:24 PM	Order/Referred to Master or Special Referee
'2025	1:24 PM	Filing recorded: NEF(09-08-2025 01:24:38 PM) Order/Referred to Master or ...
2/2025	12:00 AM	C40ADREHER recorded the following Case Note: Case accepted by Master in Equity Court Agency 40003: Richland County Master In Equity
'2026	1:11 PM	Received payment of \$25 from James Martin Page for Newrez Llc. Printed receipt #380111.
'2026	12:55 PM	Motion/Summary Judgment
'2026	12:55 PM	Filing recorded: Memo/Memo in Support
'2026	1:12 PM	Filing recorded: NEF(03-04-2026 12:55:38 PM) Motion/Summary Judgment
'2026	3:30 PM	Filing recorded: Notice/Notice of Hearing and Service
'2026	3:30 PM	Filing recorded: Service/Certificate Of Service
'2026	3:46 PM	Filing recorded: NEF(03-04-2026 03:30:20 PM) Notice/Notice of Hearing and...
7/2026	2:31 PM	Filing recorded: Master/Exhibit/Affidavit of Attorney Fees
7/2026	2:53 PM	Filing recorded: NEF(03-17-2026 02:31:01 PM) Master/Exhibit/Affidavit of ...
9/2026	2:50 PM	Filing recorded: Notice/Notice of Hearing and Service
9/2026	3:19 PM	Filing recorded: NEF(03-19-2026 02:50:36 PM) Notice/Notice of Hearing and...

nt Date: 09/03/2026
 nt Time: 1:28:16PM
 requested By: C40SDRAKEF

CASE HISTORY FOR CASE 2025CP4001229

4/15/2026	9:44 AM	Filing recorded: Order/Order Cover Sheet \$25.00
4/15/2026	10:25 AM	Filing recorded: NEF(04-15-2026 09:44:42 AM) Proposed Master/Order/Forecl...
4/15/2026	10:25 AM	Received Non-Monetary payment of \$25 from James Martin Page for Newrez Llc. Printed receipt #382706.
4/15/2026	12:00 AM	c40wsweepe recorded the following Case Note: Payment Waived - Waiver Code "WR" _
4/20/2026	12:00 AM	Judgement recorded: Judgment/Foreclosure
4/20/2026	12:00 AM	Judgement recorded: Judgment/Foreclosure
4/20/2026	12:00 AM	Judgement recorded: Judgment/Foreclosure
4/20/2026	3:12 PM	Master/Order Denying Defendant Keiven K Minter's Rule 12 Mot
4/20/2026	3:13 PM	Filing recorded: NEF(04-20-2026 03:12:59 PM) Master/Order/Foreclosure & S...
4/20/2026	11:01 AM	Filing recorded: Parcel No. R23112-02-11
4/20/2026	11:01 AM	Filing recorded: 136 Sandpine Circle, Columbia, SC 29229
5/11/2026	11:49 AM	Filing recorded: Service/Certificate Of Service
5/11/2026	12:44 PM	Filing recorded: NEF(05-11-2026 11:49:33 AM) Service/Certificate Of Servi...
6/22/2026	12:03 PM	Filing recorded: Remittitur From Court Of Appeals
6/22/2026	12:03 PM	Order/From Court of Appeals/appeal is dismissed
6/22/2026	12:03 PM	Filing recorded: NEF(06-22-2026 12:03:20 PM) Remittitur From Court Of App...
6/25/2026	9:24 AM	Master/Order/Form 4/A Hearing Was Held on Defendant's Motion
6/25/2026	9:24 AM	Filing recorded: NEF(06-25-2026 09:24:04 AM) Master/Order/Form 4
6/25/2026	12:00 AM	c40wsweepe recorded the following Case Note: Master/Order/Form 4
7/8/2026	1:21 PM	Filing recorded: Service/Certificate Of Service
7/8/2026	2:05 PM	Filing recorded: NEF(07-08-2026 01:21:49 PM) Service/Certificate Of Servi...
8/17/2026	12:28 PM	Filing recorded: Service/Certificate Of Service
8/17/2026	2:30 PM	Filing recorded: NEF/(08-17-2026 12:28:17 PM) Service/Certificate Of Servi...
8/17/2026	12:00 AM	c40lstaley recorded the following Case Note: Service/Certificate Of Service
8/17/2026	12:00 AM	EFILEAUTO recorded the following Case Note: NEF/(08-17-2026 12:28:17 PM) Service/Certificate Of Servi...

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Jeannette W. M. B. B. B.
C.C.C.P.&G.S.
RICHLAND COUNTY
SOUTH CAROLINA

80

FURTHER, pursuant to South Carolina law, the Palmetto Citizens Federal Credit Union be subordinated by judicial order to the Subject Mortgage.

s/J. Martin Page
J. Martin Page (SC Bar No.: 100200)
Bell Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
Phone 803.509.5078
Attorney for the Plaintiff

Dated: February 21, 2025
Columbia, South Carolina

Borrower(s) promised to pay to NewRez, LLC fka New Penn Financial, LLC, the principal sum of \$137,000.00 together with interest at the initial rate of 4.25% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

6. In order to secure the payment of said Note, Keiven K. Minter (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for NewRez, LLC fka New Penn Financial, LLC, its successors and assigns, a certain mortgage dated July 11, 2019 (hereinafter, "Subject Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Subject Property"):

All that certain piece, parcel, lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina and being shown and designated as Lot 84, Phase Four, on that certain bonded plat of Hidden Pines Phase Four prepared by Belter and Associates, Inc. dated March 23, 2002, as revised, as recorded in the Office of the Register of Deeds (ROD) for Richland County in Record Book 708 at Page 2260. Said plat being adopted and in corpora ted herein by reference for a more complete and accurate description; all measurements being a little more or less.

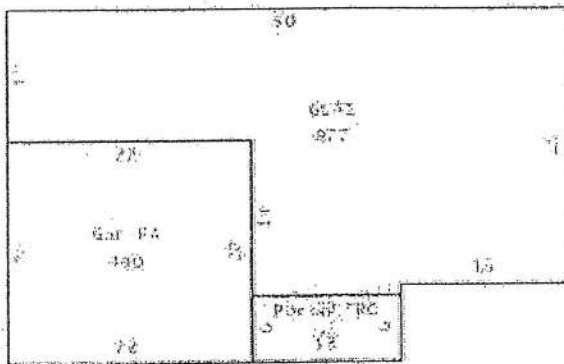
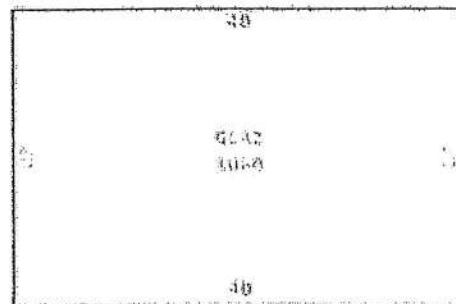
This being the same property conveyed to Keiven K. Minter by deed from Camp Properties, Inc. dated February 27, 2014 and recorded on February 28, 2014 in the Office of the Register of Deeds for Richland County, South Carolina, in Book R1928 at Page 3141.

<i>Parcel No.</i>	R23112-02-11
<i>Property Address:</i>	136 Sandpine Circle Columbia, SC 29229

7. Said Mortgage was recorded on July 25, 2019 in Book 2413 at Page 2014, in the Richland County Office of the Register of Deeds.

8. Thereafter, the Subject Mortgage was assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing by assignment and/or corporate merger.

Property Type	Residential		
Year Built	2002	Stories	2.00
		Bedrooms	4.00
Heated Area	2057	Bathrooms	2.50
Exterior Wall	Frame Vinyl		
HVAC Type	Forced Air	Interior Wall	Drywall
Roof Type	Hip/Gable	Foundation	Slab
Roof Cover	Composition Shingle	Floor Cover	Carpet



Data last updated: 08/27/2026

SALES HISTORY

BOOK	PAGE	SOLD AS VACANT	TRANSACTION DATE	TRANSACTION PRICE	GRANTEE	GRANTOR
R3008	3268	1	04/07/2025	\$5	KEIVEN KEON MINTER TRUST THE - C/O PEACE THERAPY INTERNATIONAL C/O KEIVEN et al.	KEIVEN KEON MINTER TRUST - C/O KEIVEN KEON MINTER TRUSTEE
R3000	2101	1	03/07/2025	\$5	KEIVEN KEON MINTER TRUST - C/O KEIVEN KEON MINTER TRUSTEE	MINTER KEIVEN K
R1928	3141	1	02/28/2014	\$119,900	MINTER KEIVEN K	CAMP PROPERTIES INC
R1906	3252	1	11/01/2013	*See Deed*	CAMP PROPERTIES INC	BRANCH BANKING AND TRUST CO
R1845	2361	1	03/21/2013	\$2,500	BRANCH BANKING AND TRUST CO	MCCOY RONDELL & RHONDA S
R0771	2674	1	03/20/2003	\$106,500	MCCOY RONDELL & RHONDA S	MARC HOMEBUILDERS INC
R0734	2019	0	12/10/2002	\$48,000	MARC HOMEBUILDERS INC	MUNGO COMPANY INC THE
R0695	0551	0	08/20/2002	*See Deed*	MUNGO COMPANY INC THE	

NOTE

MINTER

Loan #: 38119041063

MIN: 100754400000875219

Case #: 19-19-6-0547588

**NOTICE: THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE
DEPARTMENT OF VETERANS AFFAIRS OR ITS
AUTHORIZED AGENT.**

JULY 11, 2019
[Date]

WEST COLUMBIA,
[City]

SOUTH CAROLINA
[State]

136 SANDPINE CIR, COLUMBIA, SC 29229
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$137,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **NEWREZ LLC F/K/A NEW PENN FINANCIAL, LLC**. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **4.250%**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on **SEPTEMBER 1, 2019**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **AUGUST 1, 2049**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **PO BOX 740039, CINCINNATI, OH 45274-0039** or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$673.96.

NEWREZ LLC F/K/A NEW PENN FINANCIAL, LLC (NMLS #: 3013) | NMLS #: 158247

STATE FIXED RATE NOTE--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
8.45

Page 1 of 4

Form 3200 1/01 Modified for VA



34

Record & Return To:
Avenue 365 Lender Services, LLC
401 Plymouth Road, Suite 420
Plymouth Meeting, PA 19462

Book 2413-2014

2019053759 07/25/2019 10:40:333

Fee: \$30.00 County Tax: \$0.00

Mortgage
State Tax: \$0.00



2019053759

John T. Hopkins II

Richland County R.O.D.

Prepared By:
TYLER HELMS
NEWREZ LLC F/K/A NEW PENN
FINANCIAL, LLC
4000 CHEMICAL ROAD
PLYMOUTH MEETING, PA 19462
(484) 594-1047

[Space Above This Line For Recording Data]

MORTGAGE

MINTER

Loan #: 38119041063

MIN: 100754400000875219

MERS Phone: 1-888-679-6377

PIN: R23112-02-11

Case #: 19-19-6-0547588

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **JULY 11, 2019**, together with all Riders to this document.

(B) "Borrower" is **KEIVEN K MINTER**. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **NEWREZ LLC F/K/A NEW PENN FINANCIAL, LLC**. Lender is a **LIMITED LIABILITY CORPORATION** organized and existing under the laws of **DE**. Lender's address is **4000 CHEMICAL ROAD, SUITE 200, PLYMOUTH MEETING, PA 19462**.

(E) "Note" means the promissory note signed by Borrower and dated **JULY 11, 2019**. The Note states

NEWREZ LLC F/K/A NEW PENN FINANCIAL, LLC (NMLS #: 3013) (NMLS #: 158247)

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

349.48

Page 1 of 17

Modified for VA
Form 3041 1/01



gkgm

3.5

When Recorded Return To:
Shellpoint Mortgage Servicing
C/O Nationwide Title Clearing, LLC
2100 Alt. 19 North
Palm Harbor, FL 34683

Loan Number 0579082406

ASSIGNMENT OF MORTGAGE

SEND ALL OTHER BORROWER OR LOAN RELATED CORRESPONDENCE TO: Shellpoint Mortgage Servicing, P.O. Box 10826, Greenville, SC 29603-0826, Toll-free Phone: (800) 365-7107

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR NEWREZ LLC F/K/A NEW PENN FINANCIAL LLC, ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026) by these presents does convey, grant, assign, transfer and set over the described Mortgage together with all liens, and any rights due or to become due thereon to NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING, WHOSE ADDRESS IS 1100 VIRGINIA DR STE 125, FORT WASHINGTON, PA 19034, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Mortgage dated 07/11/2019, made by KEIVEN K MINTER to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR NEWREZ LLC F/K/A NEW PENN FINANCIAL LLC, ITS SUCCESSORS AND ASSIGNS and recorded 07/25/2019 in the Recorder or Registrar of Deeds of RICHLAND County, South Carolina in Book 2413 and Page 2014.

Dated this 13th day of April in the year 2022
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR NEWREZ LLC F/K/A NEW PENN FINANCIAL LLC, ITS SUCCESSORS AND ASSIGNS

W Baughman
WENDELL BAUGHMAN III
VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

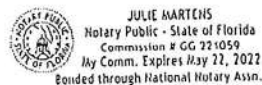
S Elliott
SIERRA ELLIOTT
WITNESS

J. Borkowski
JUSTIN BORKOWSKI
WITNESS

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization on this 13th day of April in the year 2022, by Wendell Baughman III as VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR NEWREZ LLC F/K/A NEW PENN FINANCIAL LLC, ITS SUCCESSORS AND ASSIGNS, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

Julie Martens
JULIE MARTENS
COMM EXPIRES: 5/22/2022



Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
Recording Requested By: Shellpoint Mortgage Servicing, C/O Nationwide Title Clearing, LLC 2100 Alt. 19 North, Palm Harbor, FL 34683
SPTDA 431710706 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) MIN
10075440000875219 MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI
48501-2026 DOCR T132204-12:15:32 [C-1] EFRMSC1



D0092905672

EXHIBIT C



Keiven Minter <admin@minteradvisorygroup.org>

2025CP4001229 | Order Denying Rule 60(b) Motion to Vacate and Supplemental Motion to Vacate, Denying Formal Notice/Objection of Slander of Title, and Setting Appeal Bond | BCPG 25-40653

1 message

Austin Blackwell <ablackwell@bellcarrington.com>

Thu, Sep 17, 2026 at 12:39 PM

To: Keiven Minter <admin@minteradvisorygroup.org>

Cc: Martin Page <mpage@bellcarrington.com>, Morgan Ames <mames@bellcarrington.com>, Mynahgi Hart <mhart@bellcarrington.com>

Good afternoon Mr. Minter,

Please see the attached copy of the signed and clocked order from the September 4, 2026 hearing. We have also mailed a courtesy copy to you.

With kind regards,

Austin Blackwell, Esq.*Associate Attorney***Bell Carrington Price & Gregg**339 Heyward Street, 2nd Floor

Columbia, SC 29201

(803) 509-5078

**BELL CARRINGTON PRICE & GREGG**
ATTORNEYS AT LAW

****This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.**

2 attachments**25-40653 Filed Order Setting Appeal Bond.pdf**
224K

9/18/26, 6:38 AM

Minter Advisory Group, LLC Mail - 2025CP4001229 | Order Denying Rule 60(b) Motion to Vacate and Supplemental Motion to Vacate, Denying...



25-40653 Certificate of Service - Order 09.04.2026.pdf

137K

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

NewRez LLC d/b/a Shellpoint Mortgage
Servicing,

Plaintiff,

vs.

Keiven K. Minter; Palmetto Citizens Federal
Credit Union; and Hidden Pines
Homeowners' Association,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2025-CP-40-01229

**AFFIDAVIT OF KEIVEN K. MINTER IN
SUPPORT OF DEFENDANT'S MOTION
TO ALTER OR AMEND JUDGMENT**

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and states as follows:

1. My name is Keiven K. Minter. I am the Defendant appearing pro se and specially in the above-captioned matter. I am over eighteen years of age, competent to testify, and have personal knowledge of the facts stated herein.
2. On **September 4, 2026**, I personally attended the post-judgment hearing before the Honorable Stephanie N. Lawrence, Master-in-Equity for Richland County.
3. At the conclusion of the September 4, 2026 hearing, the presiding judge orally instructed Plaintiff's counsel of record, J. Martin Page, Esq. (Bell Carrington Price & Gregg, LLC), to draft a proposed written order reflecting the bench rulings and transmit it to court scheduler Fristella Cornelius, with a copy provided to me for review prior to judicial execution (Certified Hearing Transcript, p. 30, lines 2-5).
4. I make formal negative averment that I was **never served** with a copy of any proposed order or draft text via email, mail, e-filing portal, hand delivery, or any other means prior to judicial execution of the Order at 10:40 AM on September 17, 2026.
5. Plaintiff's counsel J. Martin Page, Esq. possessed my direct email address (admin@minteradvisorygroup.org) as set forth on counsel's own Certificate of Service, yet counsel omitted my email address from the electronic transmission of the proposed order sent to the Court.
6. My first notification of the September 17 Order occurred at **12:39 PM on September 17, 2026**, when Plaintiff's counsel Austin Blackwell, Esq., transmitted an email attaching a copy of the order after it had already been electronically signed (10:40 AM) and clocked in on the Common Pleas docket (11:26 AM).
7. As a direct result of being excluded from receiving the proposed order prior to execution, I was deprived of the opportunity to inspect the draft text and submit written objections regarding the total omission of findings of fact or rulings addressing my admitted **Exhibit**

1 (the Carver Title Opinion, recorded Trust Deed, CoreLogic tax receipts, and loan number mismatch).

8. I execute this Affidavit in support of my Motion to Alter or Amend Judgment, attesting under penalty of perjury that the facts set forth herein are true and correct.

FURTHER AFFIANT SAYETH NOT.

Keiven K. Minter

Keiven K. Minter, Affiant / Defendant Pro Se

c/o 9600 Two Notch Rd.

Columbia, South Carolina 29223

Phone: (803) 814-4450

Email: admin@minteradvisorygroup.org

**STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)**

SWORN to and subscribed before me this 18 day of September, 2026.

Katrisha Simon

Notary Public for South Carolina

My Commission Expires: March 12, 2034



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

NewRez LLC d/b/a Shellpoint Mortgage
Servicing,
Plaintiff,
vs.

Keiven K. Minter; Palmetto Citizens Federal
Credit Union; and Hidden Pines
Homeowners' Association,
Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2025-CP-40-01229

CERTIFICATE OF SERVICE

2026 SEP 18 PM 12:10
RICHLAND COUNTY
CLERK

I, Defendant, Keiven K. Minter, appearing pro se, do hereby certify that on

September 18, 2026, I served a true and correct copy of the foregoing:

- 1. Rule 59(e) Motion to Alter or Amend Judgment (together with Exhibit A, B, and C attached thereto)**
- 2. Affidavit of Keiven K. Minter in Support of Defendant's Motion to Alter or Amend Judgment**

upon counsel of record listed below, contemporaneously with the filing thereof or shortly thereafter, via one or more of the following authorized delivery methods:

☒ Electronic Mail / Electronic Transmission

☐ Hand-Delivery to Counsel's Office of Record

☒ United States First-Class Mail, Postage Prepaid

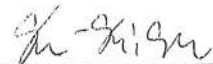
ADDRESSED TO COUNSEL OF RECORD: BELL CARRINGTON PRICE & GREGG, LLC
Attn: J. Martin Page, Esq. Austin B. Blackwell, Esq. Morgan Ames, Esq.
339 Heyward Street, 2nd Floor
Columbia, South Carolina 29201

Email: mpage@bellcarrington.com ablackwell@bellcarrington.com mames@bellcarrington.com
Attorneys for Plaintiff NewRez LLC d/b/a Shellpoint Mortgage Servicing

I FURTHER CERTIFY that pursuant to Rule 59(g), SCRPC, an exact compliance copy of the foregoing Rule 59(e) Motion package was transmitted directly to the office of the presiding judge contemporaneously therewith or shortly thereafter, via electronic mail to court scheduling staff:

OFFICE OF THE MASTER-IN-EQUITY FOR RICHLAND COUNTY
Attn: Deloris Ellison / Fristella Cornelius Email:
ellison.deloris@richlandcountysc.gov cornelius.fristella@richlandcountysc.gov

Dated: September 18, 2026 Columbia, South Carolina


Keiven K. Minter, Pro Se Appearing Specially and Not Generally
c/o 9600 Two Notch Rd.
Columbia, South Carolina 29223
Phone: (803) 814-4450
Email: admin@minteradvisorygroup.org

ACKNOWLEDGEMENT OF PERSONAL HAND-DELIVERY SERVICE

*(To be completed by recipient at the law firm of
Bell Carrington Price & Gregg, LLC, if applicable)*

I hereby acknowledge receipt of a physical copy of the foregoing document(s) hand-delivered on
behalf of Keiven K. Minter on this _____ day of September, 2026.

Received By (Print Name): _____

Signature: _____

Title / Position: _____

Time Received: _____ [] AM / [] PM

RECEIVED

Sep 18 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable Stephanie N. Lawrence
Master in Equity for Richland County

Appellate Case No. 2026-001622

NewRez, LLC d/b/a Shellpoint Mortgage Servicing, Respondent,
v.

Keiven K. Minter; Palmetto Citizens Federal Credit Union; Hidden Pines Homeowners
Association, Inc., Defendants,
Of which Keiven K. Minter is the Appellant.

CERTIFICATE OF SERVICE

I, Appellant Keiven K. Minter, appearing pro se, do hereby certify that on

September 18, 2026, I served a true and correct copy of the foregoing:

1. **Appellant's Supplemental Notice of Trial Court Order and Rule 59(e), SCRCR, Tolling Motion (Filed Pursuant to Rules 204(a) and 212(b), SCACR, and Rule 803(10), SCRE)**
2. **Exhibit D- Clocked Order of 09/17/2026**
3. **Exhibit E- Clocked Rule 59(e) Motion Package Filed 09/18/2026**

upon counsel of record listed below, contemporaneously with the filing thereof or shortly thereafter, via one or more of the following authorized delivery methods:

☒ Electronic Mail / Electronic Transmission

☐ Hand-Delivery to Counsel's Office of Record

☒ United States First-Class Mail, Postage Prepaid

ADDRESSED TO COUNSEL OF RECORD: BELL CARRINGTON PRICE & GREGG, LLC
Attn: J. Martin Page, Esq. Austin B. Blackwell, Esq. Morgan Ames, Esq.
339 Heyward Street, 2nd Floor
Columbia, South Carolina 29201

Email: mpage@bellcarrington.com ablackwell@bellcarrington.com mames@bellcarrington.com
Attorneys for Plaintiff / Respondent NewRez LLC d/b/a Shellpoint Mortgage Servicing

Dated: September 18, 2026 Columbia, South Carolina



Keiven K. Minter, Pro Se Appearing Specially and Not Generally
c/o 9600 Two Notch Rd.
Columbia, South Carolina 29223
Phone: (803) 814-4450
Email: admin@minteradvisorygroup.org

=====

ACKNOWLEDGEMENT OF PERSONAL HAND-DELIVERY SERVICE

=====

(To be completed by recipient at the law firm of Bell Carrington Price & Gregg, LLC)

I hereby acknowledge receipt of a physical copy of the foregoing document(s) hand-delivered on behalf of Keiven K. Minter on this _____ day of September, 2026.

Received By (Print Name): _____

Signature: _____

Title / Position: _____

Time Received: _____ [] AM / [] PM