

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

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

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

Plaintiff,

v.

Keiven K. Minter, et al.,

Defendants.

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SC Court of Appeals

MOTION HEARING

BEFORE THE HONORABLE STEPHANIE N. LAWRENCE

Wednesday, June 24, 2026

3:36 p.m. - 3:53 p.m.

The hearing was reported by Kimberly C. Young,
a Notary Public in and for the State of South Carolina,
commencing on Wednesday, June 24, 2026, at the Richland
County Judicial Center, 2500 Decker Boulevard, Courtroom
1, Columbia, South Carolina.

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APPEARANCES

Representing the Plaintiff:

J. Martin Page, Esquire
BELL, CARRINGTON, PRICE & GREGG
339 Heyward Street
Columbia, South Carolina 29201
Mpage@bellcarrington.com

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Representing the Defendants:

Keiven K. Minter, Pro Se
9600 Two Notch Road
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1 THE COURT: Today is Wednesday, June 24th, 2026. We
2 are here for case number 2025-CP-40-01229. This is
3 the matter of NewRez, LLC versus Keiven Keon
4 Minter, and others. Let's get the appearances on
5 the record.

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

7 THE COURT: Mr. Page, and who do you have with you?

8 MR. PAGE: This is my law clerk.

9 THE COURT: Okay. What's your name, sir?

10 MR. SCHAFER: Thomas Schafer.

11 THE COURT: Welcome to the court.

12 MR. SCHAFER: Thank you.

13 THE COURT: Okay. Mr. Minter?

14 MR. MINTER: Your Honor, Keiven Keon Minter,
15 appearing specially and not generally.

16 THE COURT: Mr. Minter, make sure you speak into the
17 microphone.

18 MR. MINTER: Got ya. Can you hear me now?

19 THE COURT: Yes, much better. Thank you.

20 MR. MINTER: Okay, no worries. Your Honor, the
21 defendant appears specially and not generally. An
22 independent court reporter is present to preserve
23 the jurisdictional record. Your Honor, this
24 hearing is limited to South Carolina Rules of Civil
25 Procedure 59(e). The question is whether the

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1 written order accurately reflects the certified
2 transcript.

3 THE COURT: So, Mr. Minter, let me stop you one
4 second right now. Right now I'm just getting the
5 appearances on the record. I have some procedural
6 things I'm gonna go through before we get to your
7 argument, okay?

8 MR. MINTER: Got ya.

9 THE COURT: Okay. All right. Just so that we have a
10 clear record where we are procedurally, because we
11 have had several filings before we got to this
12 point. On April 20, 2026, the court entered an
13 order denying defendant's Rule 12 motions, his
14 cross motion for summary judgment and also granting
15 plaintiff's motion for summary judgment and for
16 judgment of foreclosure and sale for the property
17 located at 136 Hancock Circle, Columbia, South
18 Carolina, 29229. In response to that order,
19 defendant filed a motion to alter or amend judgment
20 pursuant to South Carolina Rules of Civil
21 Procedure, 59(e). That was filed April 30, 2026.
22 Defendant also filed a motion to stay the
23 foreclosure sale. He filed that motion on May 4,
24 2026. Okay. Subsequent to that, on May 22, 2026,
25 defendant then filed a notice of reaffirmation of

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1 Rule 59(e) motion to alter or amend judgment and a
2 petition for removal of the property from the June
3 1st foreclosure sales roster. Then on May 28,
4 2026, defendant filed a follow-up motion to enforce
5 the Rule 59(e) to toll and suspend the foreclosure
6 sale. Then on May 29, 2026, defendant filed a
7 notice of appeal with the South Carolina Court of
8 Appeals. On June 1, 2026, defendant then filed a
9 notice of appellate state proceeding and non final
10 judgment. Also on June 1, 2026, South Carolina
11 Court of Appeals dismissed the appeal based on this
12 pending post trial motion. Thereafter, on June 15,
13 2026, the notice for today's hearing was filed by
14 defendant. And then finally, on June 17, 2026, the
15 South Carolina Court of Appeals returned the
16 remitter. So, a couple of things before we get
17 started, Mr. Minter, as to defendants motions, you
18 had several motions to stay the June 1st
19 foreclosure sale. They filed one on May 4, 2026,
20 and you had your petition for removal of that
21 property from the foreclosure sale on June 1st that
22 was filed. I mean, from the foreclosure sales
23 scheduled for June 1st -- from the foreclosure
24 sales roster that was filed on May 22, 2026. And
25 then you have your May 28, 2026 motion to toll and

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1 suspend the foreclosure sale that was set for June
2 1, 2026. So, to the extent that all of those
3 motions were filed to keep the property from being
4 on the June 1st foreclosure sale roster, those
5 motions are moot at this point. That property was
6 removed from the sales roster prior to the June 1st
7 foreclosure sale, and so it was never added. There
8 was no bidding agent to bid on it. It was taken
9 off the roster.

10 MR. MINTER: Your Honor, I have a public index file
11 showing up to the date of the sale, that it was
12 still on there.

13 THE COURT: Okay, I understand. I'm just saying for
14 the record that when we got to the foreclosure
15 sale, it was not. It was not on the roster of
16 cases that I had up here with me for the sale, and
17 it was not called. That property was not called at
18 the June 1st foreclosure sale.

19 MR. MINTER: Correct. I was there.

20 THE COURT: Okay, so to the extent that property was
21 not called at the June 1st foreclosure sale, those
22 motions and that issue is moot at this point.

23 MR. MINTER: Okay.

24 THE COURT: Okay. So, from there, and I just want to
25 make sure I address it on the record because you

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1 did take the time to make so many different
2 filings, and I just want to have a clear record
3 that the court received the filings, saw the
4 filings and it just wasn't added to the foreclosure
5 sale list, and so it's not something we need to
6 deal with today.

7 MR. MINTER: Okay.

8 THE COURT: So, now what we have left is defendants
9 Rule 59(e) motion to alter or amend the judgment
10 that the court entered on April 20, 2026. And so,
11 because this your motion, Mr. Mentor, I'll hear
12 from you first on this issue, and then I'll allow
13 plaintiff's counsel to respond. So, I'll hear from
14 you on your motion now.

15 MR. MINTER: All right. Well, your Honor, this
16 hearing is limited to South Carolina Rules of Civil
17 Procedure 59(e), the question is whether the
18 written order accurately reflects the certified
19 transcript and the record as they existed on April
20 20, 2026. Before addressing the Rule 59(e) motion,
21 defendant places the following objections on the
22 record. Number one, defendant objects to any
23 factual assertions made by plaintiff's counsel.
24 Under Wilson v. Clary decided in 1946, South
25 Carolina Supreme Court held that statements of

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1 counsel are not evidence and could not support
2 findings of fact. The written order relies on
3 factual statements made only by counsel, not by
4 witness or anyone with personal knowledge. Number
5 two, defendant objects to any reliance on
6 affidavits or written statements as a substitute
7 for testimony. Under South Carolina Rules of Civil
8 Procedure 43(a), testimony in a contested matter
9 must be taken orally in open court. The written
10 order relies on affidavits and written assertions
11 that were never subject to cross-examination.
12 Number three, defendant objects to all affidavits
13 relied upon in the written order because they are
14 hearsay. Under South Carolina Rules of Evidence
15 802, none of the affiants appeared for
16 cross-examination. Number four, defendant objects
17 to any document being treated as evidence without a
18 witness to authenticate it. Under South Carolina
19 Rules of Evidence 901, the document must be
20 authenticated by a witness with personal knowledge.
21 Under Gentry versus Watkins Carolina Trucking
22 Company decided in 1967, South Carolina Supreme
23 Court held that documents are not evidence unless
24 properly authenticated. No witness authenticated
25 any document relied upon in the written order.

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1 Number five, defendant objects to any factual
2 findings that rely on statements from individuals
3 whose personal knowledge was never established. No
4 witness appeared to establish personal knowledge
5 for any factual assertion in the order. Number
6 six, defendant objects to any factual findings that
7 rely on statements made by plaintiff's counsel.
8 Counsel is a material witness to the skip trace,
9 the publication predicate, and the attorney p
10 affidavit. Under South Carolina Rules of
11 Professional Conduct 3.7, counsel cannot serve as
12 both advocate and witness in a contested matter.
13 These objections are made solely to preserve the
14 record and do not waive any jurisdictional
15 objections. With those objections preserved,
16 defendant now proceeds to the Rule 59(e) motion.
17 Your Honor, the plaintiff, a business entity, never
18 appeared at the March 27, 2026 hearing. Only
19 plaintiff's counsel, Austin Heath Blackwell, South
20 Carolina Bar Number 105259 appeared. Counsel is
21 not a witness, has no personal knowledge of the
22 loan, and cannot authenticate documents under South
23 Carolina Rules of Evidence 901 or testify under
24 South Carolina Rules of Evidence 602. Under Wilson
25 versus Clary, counsel's statements are not

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1 evidence. Under Gentry, documents are not evidence
2 without a witness. Because no witness appeared,
3 the plaintiff presented no admissible evidence.
4 Defendant was the only party who submitted evidence
5 after March 27, 2026 hearing. Those exhibits were
6 admitted solely under South Carolina Rules of
7 Evidence 105 for a limited purpose to demonstrate
8 plaintiff's noncompliance with South Carolina Rules
9 of Civil Procedure 3, 4(d)(7), 41.2(a)(3), South
10 Carolina Rules of Evidence 901, and South Carolina
11 Rules of Evidence 1002. South Carolina Rules of
12 Evidence 105 prohibits evidence admitted for a
13 limited purpose from being used for any other
14 purpose. The written order treats defendant's
15 South Carolina Rules of Evidence 105 limited
16 exhibits as if they were plaintiff's authenticated
17 evidence. That is a reversible error. The written
18 order relies on the note and mortgage as if it were
19 admitted into evidence. They were never introduced
20 by the plaintiff at the hearing, never
21 authenticated by a witness under South Carolina
22 Rules of Evidence 901, and never admitted into
23 evidence. Filing documents with a motion does not
24 make them evidence. Under Gentry, documents are
25 not evidence unless authenticated by a witness with

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1 a personal knowledge. Under Wilson, counsel's
2 statement cannot supply the missing foundation.
3 The written order's findings regarding standing,
4 indebtedness, and default lack evidentiary support.
5 The written order contains 43 paragraphs of
6 findings and conclusions. The transcript shows the
7 court issued a three-sentence ruling on dismissal
8 and a two-sentence ruling on summary judgment. No
9 findings of fact were articulated from the bench.
10 Under Wilson, findings cannot be supplied by
11 counsel's statement. Findings that contradict the
12 transcript. Number one, consent to hearing. The
13 order states that defendant consented to the
14 hearing. The transcript shows defendant objected
15 and stated he did not consent. Number two,
16 timeliness of service. The order states that
17 service was completed within 128. The transcript
18 showed that plaintiff's counsel, not a witness,
19 admitted service was completed on July 4, 2025.
20 Day 133 after filing. Counsel's admission is not
21 evidence. Findings based on facts outside the
22 record. The written order states that plaintiff
23 conducted a skip trace. No skip trace report was
24 ever filed, offered, or admitted into evidence.
25 Plaintiff's own filings show a skip trace was paid

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1 for, meaning the record should exist in the
2 ordinary course of business. Under South Carolina
3 Rules of Evidence 803.10, the absence of a record
4 that should exist in the evidence that the event
5 did occur. I'm sorry. Under South Carolina Rules
6 of Evidence 803.10, the absence of a record that
7 should exist is evidence that the event did not
8 occur. No witness testified to any skip trace, and
9 under Gentry and Wilson, unsupported assertions and
10 counsel statements cannot support findings.
11 Misstatement of procedural history. The order
12 states that defendant first appeared after service
13 was completed. Defendant's special appearances
14 were entered on June 16, 2025, 18 days before
15 service was complete. Actual service has never
16 been accomplished. Defendant learned of the case
17 through the public index. Furthermore, the order
18 repeats plaintiff's factual assertions regarding
19 service, standing, and publication. Under Wilson
20 and Gentry, these assertions cannot substitute for
21 evidence. For these reasons, the written order
22 diverges from the certified transcript and the
23 record under Rule 59(e). The judgment must be
24 altered or amended. Your Honor, because the
25 written order has no evidentiary foundation, and

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1 because plaintiff again appears today without a
2 witness, defendant moves for a voluntary dismissal
3 pursuant to South Carolina Rule of Civil Procedure
4 41(b). Under McComas versus Ross, decided in 2006,
5 a Rule 41(b) dismissal is required when a plaintiff
6 fails to present evidence on an essential element.
7 Under Bond versus Corbin, decided in 1904,
8 dismissal is required when the plaintiff is unable
9 to proceed and the defendant demands adjudication.
10 Plaintiff has presented no witness, no
11 authentication, no personal knowledge, and no
12 admissible evidence. Under Rule 41(b), dismissal
13 is required. Accordingly, Your Honor, defendant
14 respectfully requests that this court alter or
15 amend the judgment under Rule 59(e) or in the
16 alternative dismiss this action under Rule 41(b).

17 THE COURT: Okay. Mr. Minter, does that conclude
18 your presentation?

19 MR. PAGE: Yes, Your Honor.

20 THE COURT: Okay. Plaintiff's counsel, I'll give it
21 to you now.

22 MR. PAGE: Thank you, Your Honor. Regarding the -- I
23 -- there's a lot to go through, but regarding the
24 affidavit that was the basis for the ruling. Rule
25 56 of the South Carolina Rules of Civil Procedure

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1 clearly allows for a granting of a summary judgment
2 motion based on an affidavit. That's Rule 56(e).
3 And we believe that was properly done in this case,
4 and the court had adequate evidentiary basis from
5 that affidavit to make the findings of facts and
6 conclusions of law that was incorporated into the
7 order. We would not consent to the matter being
8 dismissed, and the other -- that's pretty much --
9 yeah, I think we would just ask that The Court deny
10 the defendant's motion and allow the property to be
11 sold at foreclosure sale to satisfy the debt.

12 THE COURT: Okay. So, Mr. Minter, I'm trying to
13 think of the best way to say this, because I've
14 tried to say it before, and I don't think I've been
15 successful in relaying the information in a way
16 that you -- and I don't know if it's a problem that
17 you don't understand or you just don't receive it
18 at this point and I get that. And it's your right
19 to not agree, but I think fundamentally you're
20 mistaken about a lot of rules as it relates to the
21 South Carolina Rules of Civil Procedure, the South
22 Carolina Rules of Evidence, how evidence works in
23 court, how court proceedings work. I think there
24 is a genuine misunderstanding or maybe a genuine
25 fundamental nonacceptance of it, and I don't --

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1 it's not the court's place to help you with that or
2 litigate your case for you. I have tried, because
3 you are a pro se litigant, to provide as much
4 explanation as I can about this proceeding, because
5 I don't think that a person not having an attorney
6 should not have things explained to them to the
7 extent the court can explain it without going
8 across the line to provide counsel. I'm sorry, I
9 have some allergies and my voice is in and out.
10 So, what I will -- what I will say to your motion,
11 your Rule 59(e) motion to alter or amend the
12 judgment, based on the presentation I've heard
13 today and the files that are submitted, there's
14 nothing in the record filed or presented today that
15 will warrant me to grant that motion. So, that
16 motion is denied, and I will issue a rule -- I
17 mean, I will issue a ruling for today simply
18 stating the motion is denied.

19 MR. MINTER: Okay. I renew all objections, and
20 reserve the objection for appeal.

21 THE COURT: Okay. Oh, and your prior objection that
22 you made at the initial point about your
23 appearance, that objection was noted for the
24 record. I'm sorry, I meant to say that.

25 MR. MINTER: Okay.

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1 THE COURT: All right. Thank you all for your time.
2 (There being nothing further, the hearing adjourned at 3:53
3 p.m.)
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CERTIFICATE

Be it known that I, Kimberly C. Young, do hereby certify that I took the foregoing hearing at the time and place aforesaid by means of stenomask with backup; that I was then and there a notary public in and for the State of South Carolina.

I further certify that the foregoing transcript represents a true, accurate, and complete transcript of said hearing. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of this action.

Witness my hand and seal this 6th day of July, 2026.

S: /Kimberly C. Young/
Notary Public for South Carolina
My Commission Expires: 08/14/2030