

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

RECEIVED
Sep 18 2026
SC Court of Appeals

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.

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NEW REZ V MINTER

APPEARANCES:

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Keiven K. Minter, Defendant Pro Se

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- Portfolio

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Court Reporter's Legend:

dashes [--] Intentional or purposeful interruption

[ph] Denotes phonetically written

[sic] Written as said

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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.

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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

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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

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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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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?

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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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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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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