

APPEARANCES

Austin H. Blackwell, Esquire

Bell, Carrington, Price
& Gregg, LLC
339 Heyward Street
2nd Floor
Columbia, South Carolina 29201
Attorney for the Plaintiff

Also Present:

Keiven K. Minter, Pro Se



INDEX

<u>CALL TO ORDER:</u>	<u>PAGE:</u>
THE COURT	5
<u>PRELIMINARY MATTERS:</u>	
THE COURT	5
<u>DEFENDANT'S MOTION FOR DISMISSAL:</u>	
Mr. Minter	8
MR. BLACKWELL RESPONSE	21
<u>RULING ON DEFENDANT'S MOTION FOR DISMISSAL:</u>	
THE COURT	31
<u>PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT:</u>	
MR. BLACKWELL	32
Mr. Minter RESPONSE	39
<u>QUESTIONS BY THE COURT:</u>	44
<u>PLAINTIFF'S RESPONSE TO ISSUE OF LOAN NUMBERS:</u>	
MR. BLACKWELL	52
<u>DEFENDANT'S RESPONSE TO ISSUE OF LOAN NUMBERS:</u>	
Mr. Minter	54
<u>DEFENDANT'S CROSS-MOTION FOR SUMMARY JUDGMENT:</u>	
Mr. Minter	55
MR. BLACKWELL RESPONSE	56
<u>RULING ON THE COMPETING MOTIONS FOR SUMMARY JUDGMENT:</u>	
THE COURT	62
<u>CONCLUDING MATTERS:</u>	
THE COURT	63
Certificate	65



EXHIBITS

(All Exhibits were retained by the Court and introduced into the record as follows:)

Defendant's Exhibit Number 1	10,12,31
(Plaintiff's Affidavit Of Publication)	
Defendant's Exhibit Number 2	15,17,22
.	29
(Petition For Publication; Affidavit Of Non-Service For 136 Sandpine Circle; Affidavit Of Non-Service For 6739 Two Notch Road, Suite M)	
Defendant's Exhibit Number 3	18,19,52
.	57
(Certified Mortgage Listing and Certified Assignment)	
Defendant's Exhibit Number 4	20
(Note, Mortgage, Assignment, Ledger, Title 37 Notice)	
Defendant's Exhibit Number 5	43,44,58
(Affidavit of Indebtedness)	



1 **CALL TO ORDER:**

2 **THE COURT:** Today is Friday, March 27, 2026. We are
3 here for Case Number 2025-CP-40-01229. This is
4 the matter of NewRez, LLC, versus Keiven Minter
5 and others.

6 Okay. If you're here for that hearing,
7 you can come up.

8 **PRELIMINARY MATTERS:**

9 **THE COURT:** Let me just thank you all, before we can
10 get started, for your patience last week that
11 I had to cancel the hearing. We had an emer-
12 -- I had an emergency, so I appreciate you all
13 working with the Court on that.

14 **MR. BLACKWELL:** Thank you, Your Honor. And we
15 appreciate you getting it back on your docket
16 so quickly.

17 **THE COURT:** So this one is set for a hearing on all
18 Motions, because I have competing Motions For
19 Summary judg- -- there are Motions filed by the
20 Defendant and Motions filed by the Plaintiff,
21 and so, as we normally do, we'll set a hearing
22 for all motions just to hear everything
23 pending.

24 I am in receipt of the email
25 correspondence with you all to my office last



1 week agreeing to today's hearing, both, again.

2 Now, I'm going to try to do this in order
3 as to what was filed, to the extents that it
4 makes sense to do that. But what I'm looking
5 at from the -- from the Public Index for all of
6 the filings -- I went through yesterday -- and
7 it looks like Mr. Minter filed a Motion To
8 Dismiss on January 14, 2026, and then there was
9 a Motion For Summary Judgment filed by
10 Plaintiff following that one on March the 4th,
11 2026, and then it was another Motion from
12 Defendant for a Cross-Motion For Summary
13 Judgment, so competing summary judgment
14 motions, and Defendant filed that one on March
15 11th, 2026. So, as it sits, we have three
16 Motions: We have Mr. Minter's Motion To
17 Dismiss, which I'll hear first, then we have
18 Plaintiff's Motion For Summary Judgment, and
19 then Mr. Minter also has a competing Motion For
20 Summary Judgment. And so, I'll -- he'll get to
21 argue on that, too, following -- in response to
22 your Motion For Summary Judgment. And then it
23 looks like there were objections filed
24 following that and another Motion To Dismiss by
25 Mr. Minter on March the 20th, but I don't know



1 if that's different from your Motion To Dismiss
2 that you filed on March 14th, if there's
3 something different or additional you want to
4 say. But I'm about to hear your Motion to
5 Dismiss, so any arguments that you are making
6 to support your January 14th, 2026 Motion To
7 Dismiss, you can go ahead with those arguments
8 to support your March 20th, 2026 Motion To
9 Dismiss.

10 **MR. MINTER:** Uh-huh.

11 **THE COURT:** Do you understand?

12 **MR. MINTER:** Yeah.

13 **THE COURT:** So we're going to hear your Motion To
14 Dismiss -- or your Motions To Dismiss first,
15 and then we'll hear Plaintiff's Motion For
16 Summary Judgment. You can respond -- you'll be
17 able to respond to his Motion For Summary
18 Judgment, and then we'll hear your Motion For
19 Summary Judgment.

20 **MR. MINTER:** Okay.

21 **THE COURT:** Okay. So we'll go in that order.

22 So we'll start with you, Mr. Minter, on
23 your Motion To Dismiss.

24 **MR. MINTER:** Okay.

25 **DEFENDANT'S MOTION TO DISMISS:**



1 **MR. MINTER:** All right. Good morning, Your Honor.

2 **THE COURT:** Good ---

3 **MR. MINTER:** My ---

4 **THE COURT:** --- morning.

5 **MR. MINTER:** --- name is Keiven K. Minter, appearing
6 specially.

7 Before I begin, I must note for the record
8 that Plaintiff's Counsel is a necessary witness
9 to material facts in this case. Counsel
10 personally provided sworn, factual testimony in
11 the Petition For Publication and in the
12 Affidavit Of Attorney Fees. And the Notice Of
13 Hearing contains an unauthorized signature
14 block purporting to show my consent. Under
15 South Carolina Rules of Professional Conduct
16 3.7 and 3.3, counsel cannot act as an advocate
17 while also serving as a witness.

18 I will proceed with my presentation and I
19 wills (ph) hand the supporting exhibits as I
20 speak.

21 So, the area of commencement, Your Honor,
22 this action never commenced under Rule 3. The
23 Summons and Complaint were filed on February
24 21st, 2025, and the 120-day period expired June
25 21st, 2025. The Plaintiff's own Affidavit Of



1 Publication, which I am handing up now, shows
2 the third and final publication occurred July
3 4th. Under Rule 4(d)(7), service by
4 publication is complete only on the last day of
5 publication. Service was therefore completed
6 after the Rule 3 deadline, so jurisdiction
7 never attached. Rule 12(h)(3) requires
8 dismissal.

9 (Handing document to Mr. Blackwell) All
10 right. Here you go.

11 **THE COURT:** Are you wanting to have exhibits marked?

12 **MR. MINTER:** You said what now?

13 **THE COURT:** Are you wanting to have exhibits marked?

14 **MR. MINTER:** What do you mean?

15 **THE COURT:** So they have to be marked and
16 identified. So, if this is an exhibit you're
17 trying to offer, then it would be Defendant
18 Exhibit 1.

19 **MR. MINTER:** Oh, okay.

20 **THE COURT:** So -- and the court reporter will mark
21 the exhibit, and then, as we're referring to
22 them throughout the case, then they will be
23 referred to by their marking.

24 **MR. MINTER:** Okay.

25 **THE COURT:** And it's a way to keep the documents



1 organized so that we're not confused about what
2 you're talking about. So are ---

3 **MR. MINTER:** Gotcha.

4 **THE COURT:** --- you trying to introduce this as an
5 exhibit to your -- to support your argument?

6 **MR. MINTER:** Yes, Your Honor.

7 **THE COURT:** Okay. So then, what you need to do is
8 you need to have -- hand it to the court
9 reporter. She will put a marking on it and
10 mark it as Defendant's Exhibit 1.

11 **MR. MINTER:** Okay.

12 **THE COURT:** And then you can give it to me.

13 **MR. MINTER:** Gotcha. All right. So this'll be
14 Exhibit 1.

15 **(Defendant's Exhibit Number 1 was marked for**
16 **identification purposes at this time.)**

17 **THE COURT:** Do you have your copy?

18 **MR. MINTER:** Yes. Right here.

19 **THE COURT:** Okay. So, now, what happens is, as
20 you're talking from a -- you're talking from
21 your copy, but you refer to it as Exhibit 1.

22 **MR. MINTER:** Okay.

23 And just to reiterate, Your Honor -- let
24 me see -- the Summons and Complaint were filed
25 on February 21st, 2025, and the 120-day period



1 expired June 21st, 2025. The Plaintiff's own
2 Affidavit Of Publication, which I am handing up
3 now, shows the third and final publication
4 occurred July 4th. And under Rule 4(d)(7),
5 service by publication is complete only on the
6 date of the last publication. Since there was
7 -- service was therefore completed after the
8 Rule 3 deadline, jurisdiction never attached,
9 and Rule 12(h)(3) requires dismissal.

10 Now, there is also defective publication
11 and predicate, Rule 4. The predicate for
12 publication is also void. The Petition For
13 Publication which I am about to hand up swore
14 due diligence at 138 Sandpine Circle, yet no
15 affidavit -- yet no affidavit exists for that
16 address. The only affidavits in the record,
17 which I am also handing up, shows attempts at
18 136 Sandpine Circle and Two Notch Road, and
19 both states the location were not my dwelling
20 house or usual place of abode. This
21 constitutes a staged failure of service.

22 **THE COURT:** Okay. Before you do that, we got to
23 find -- finish this first Exhibit.

24 **MR. MINTER:** Oh.

25 **THE COURT:** Do you have any objections to Exhibit 1?



1 **MR. BLACKWELL:** No objections.

2 **THE COURT:** Okay. So Exhibit 1 is entered into
3 evidence on this case.

4 **(Defendant's Exhibit Number 1 was entered into**
5 **evidence at this time.)**

6 **MR. MINTER:** Okay.

7 **THE COURT:** Okay. Now, it's ---

8 **MR. MINTER:** (Presenting documents to Mr. Blackwell)
9 Well, there you go.

10 **THE COURT:** Okay. And these all are now known as
11 Defendant's Exhibit 2.

12 **MR. MINTER:** Oh, so this'll be Exhibits 2, 3, and 4.

13 **THE COURT:** Exhibit 2.

14 **MR. MINTER:** Okay.

15 **THE COURT:** It's one document?

16 **MR. MINTER:** No. Three.

17 **THE COURT:** Are they s- -- hold on one second.

18 **MR. MINTER:** They're linked together, as far as the
19 Petition For Publication and the Affidavits Of
20 Non-Service.

21 **THE COURT:** So the way this works, Mr. Minter, is I
22 can't decide for you, you have to decide how
23 you want your exhibits to be offered in.

24 **MR. MINTER:** Cool.

25 **THE COURT:** Normally, if it is one document or a



1 combination of documents that you are using to
2 support a particular point, they go in together
3 as one exhibit, but if you're offering these
4 separate things -- these separate documents for
5 separate things, then they will get their own
6 number. But for that's for you -- that's for
7 you to decide. I can't -- the Court can't
8 litigate the case for you.

9 **MR. MINTER:** Gotcha.

10 **THE COURT:** So you have to -- whatever document it
11 is you're getting ready to talk to me about,
12 you have to take that document and decide
13 whether or not you want that to be an
14 individual exhibit or you want them all to be
15 combined as one exhibit. And right now, we're
16 on your Number 2.

17 **MR. MINTER:** Okay. So this'll be a Number 2, as far
18 as the Petition For ---

19 **THE COURT:** So ---

20 **MR. MINTER:** --- Publication?

21 **THE COURT:** --- so -- hold on one second. And I'm
22 letting her catch up, 'cause she can't -- she
23 can't take the recording and handle the
24 documents.

25 But, right now, you have different



1 exhibits listed on those documents, so you
2 either need to decide if you want them to still
3 be referenced as that exhibit that's on there
4 ---

5 **MR. MINTER:** Uh-huh.

6 **THE COURT:** --- like, you have letters ---

7 **MR. MINTER:** Uh-huh.

8 **THE COURT:** --- or do you want them to be exhibits
9 in this, which is about to be numbers. And
10 then you will need to take those tops off,
11 those exhibit sheets off so it's the actual
12 document that gets marked and not the exhibit
13 page.

14 **MR. MINTER:** Gotcha.

15 **THE COURT:** Understand ---

16 **MR. MINTER:** Okay.

17 **THE COURT:** --- what I'm saying?

18 **MR. MINTER:** Yes.

19 **THE COURT:** Okay. So, whatever document you're
20 offering, you need to take that exhibit page
21 off so that you are actually offering the
22 document under the right exhibit heading for
23 this hearing.

24 **MR. MINTER:** Gotcha. Okay. All right. So here you
25 go.



1 COURT REPORTER: Is it 2, Exhibit 2?

2 MR. MINTER: Yes, ma'am.

3 (Defendant's Exhibit Number 2 was marked for
4 identification purposes at this time.)

5 THE COURT: So the other documents that are in your
6 hand, have you already spoken about those
7 documents?

8 MR. MINTER: Yes, Your Honor.

9 THE COURT: Or you're getting ready to?

10 MR. MINTER: I've spoken about 'em, but I can re-
11 speak about 'em.

12 THE COURT: Well, it depends on how you want to get
13 'em marked. Like, are those documents all a
14 part of Exhibit 2?

15 MR. MINTER: Yes, ma'am.

16 THE COURT: Okay. So they can all be a part of
17 Exhibit 2. You just need to take off the top
18 sheets.

19 MR. MINTER: Okay.

20 THE COURT: And give me the rest of the documents,
21 and I'll put 'em -- I don't care how you do it
22 -- yeah. They're all on the same?

23 MR. MINTER: Uh-huh.

24 THE COURT: And so, what happens is, I'll take these
25 documents, and I'm putting 'em in the order



1 that you just handed 'em to me, and then they
2 will be pa- -- put together, and then they all
3 become Exhibit Number 2. You understand?

4 **MR. MINTER:** Okay.

5 **THE COURT:** Okay.

6 **MR. MINTER:** Gotcha.

7 **THE COURT:** And so, make sure Plaintiff's Counsel
8 has a copy of 'em. Or did you already give him
9 a copy?

10 **MR. MINTER:** I already gave him a copy.

11 **THE COURT:** Okay. So then, what you do is you go
12 back and you speak to these documents however
13 it is you're submitting the information, and
14 then you just refer to these as Exhibit 2.

15 **MR. MINTER:** Gotcha. Okay.

16 **THE COURT:** But be- -- because it has multiple
17 things in it, you need to be specific when
18 you're referencing, like, what type of document
19 it is inside of Exhibit 2.

20 **MR. MINTER:** Okay.

21 All right. So Exhibit 2 -- what's the
22 name -- tells of -- what's the name -- a
23 fictional diligence and material
24 misrepresentation. All right. So Counsel's
25 Petition For Publication, Exhibit 2, identifies



1 one- -- 138 Sandpine Circle as the location of
2 due diligence. No affidavit of service exists
3 in the record for this address. And the
4 Affidavits Of Non-Service for 136 Sandpine and
5 Two Notch Road, the process server checked no
6 for usual place of abode. Despite the process
7 servicer (ph) admission that these were not the
8 Defendant's residence and despite the Two Notch
9 Road address being known to the Plaintiff as of
10 March 20th, 2025, Counsel swore to the Court
11 that, on May 27th, that a search did not yield
12 any other possible physical address. Plaintiff
13 unknowingly (ph) utilized service attempts at
14 locations admitted not to be the Plaintiff's --
15 not to be the Defendant's residence and omitted
16 known leads to manufacture a staged failure for
17 publication. The Order Of Publication is void.

18 **THE COURT:** Do you have any objections to -- on
19 Defendant's Exhibit Number 2?

20 **MR. BLACKWELL:** No, Your Honor.

21 **THE COURT:** Okay. It's admitted in as evidence.

22 **(Defendant's Exhibit Number 2 was entered into**
23 **evidence at this time.)**

24 **THE COURT:** And just for the record, so it can be
25 clear, Exhibit 2 is several documents. One is



1 the Petition For and Order Of Publication, then
2 the next document is the Affidavit Of Non-
3 Service and then another Affidavit Of Non-
4 Service. And the first Affidavit Of Non-
5 Service was to 136 Sandpipel [sic] Circle, and
6 the second one was 6729 Two Notch Road, Suite
7 M. And those all make up Exhibit Number 2 for
8 the record.

9 Okay. Mr. Minter?

10 **MR. MINTER:** All right. So, next, we'll talk about
11 the standing failures. Even if the Court
12 reaches the merits, the Plaintiff lacked
13 standing. And I'll introduce Exhibit 3 with a
14 -- with a comparison.

15 **COURT REPORTER:** Sir, even though you're speaking
16 into a microphone, if you could speak a little
17 louder ---

18 **MR. MINTER:** Gotcha.

19 **COURT REPORTER:** --- that would be helpful.

20 **(Defendant's Exhibit Number 3 was marked for**
21 **identification purposes at this time.)**

22 **MR. MINTER:** All right. So what I handed wa- -- as
23 Exhibit 3 is -- the certified mortgage lisiting
24 (ph) refers to loan 38119041063, and the
25 certified assignment refers to loan 0579082406.



1 The Plaintiff is not the real party in interest
2 under Rule 17. Because the assignment and the
3 mortgage refer to separate and distinct loan
4 identifiers, the Plaintiff cannot establish the
5 blank note in its possession is the specific
6 instrument secured by this mortgage.
7 Therefore, the Plaintiff fails to be the person
8 entitled to enforce under South Carolina Code
9 36-3-301.

10 **THE COURT:** Do you have any objections to
11 Defendant's Exhibit 3?

12 **MR. BLACKWELL:** No, Your Honor.

13 **(Defendant's Exhibit Number 3 was entered into**
14 **evidence at this time.)**

15 **THE COURT:** Okay.

16 **MR. MINTER:** What I'll list as Exhibit 4 -- give me
17 one second here. And these are a plethora of
18 documents that the Plaintiff submitted into the
19 record.

20 **THE COURT:** You can't -- you can't talk while you
21 hand documents, 'cause she can't ---

22 **MR. MINTER:** Oh. Gotcha.

23 **THE COURT:** --- she can't transcribe while she's
24 handling your documents. You gotta wait for
25 her to finish.



1 (Defendant's Exhibit Number 4 was marked for
2 identification purposes at this time.)

3 MR. MINTER: Okay.

4 THE COURT: And then speak.

5 MR. MINTER: Gotcha. (Handing documents to the
6 Court) Here you go.

7 All right. So this speaks to -- Exhibit
8 4 speaks to inadmissible evidence under Rule
9 41.283 of the South Carolina Rules of Civil
10 Procedure, South Carolina Rules of Evidence
11 901, and South Carolina Rules of Evidence 1002,
12 the Note, the Mortgage, the Assignment, the
13 Ledger, Title 37 Notice. The Plaintiff's
14 evidence is also admis- -- I mean,
15 inadmissible. Every key document contains
16 fully-redacted loan identifiers, in the
17 violation of South Carolina Rules of Procedure
18 41.283. Because the identifiers are redacted,
19 the documents cannot be authenticated under
20 Rule 901 or satisfy the Best Evidence Rule
21 under 1002.

22 THE COURT: Do you have any objections to
23 Defendant's Exhibit Number 4?

24 MR. BLACKWELL: No objection, Your Honor.

25 (Defendant's Exhibit Number 4 was entered into



1 evidence at this time.)

2 **MR. MINTER:** All right. Your Honor, this action
3 expired under Rule 3. Jurisdiction never
4 attached, the predicate for publication was
5 void, the Plaintiff lacked standing, the
6 instruments are unauthorized, and the evidence
7 is inadmissible. Because these defects cannot
8 be cured and the underlying documents are void,
9 dismissal with prejudice is required to prevent
10 repetitive litigation based on the same invalid
11 instruments.

12 **THE COURT:** Does that conclude your presentation?

13 **MR. MINTER:** Yes, Your Honor.

14 **THE COURT:** Okay. So, now -- it's your Motion, so
15 you go first to present the evidence that you
16 have to support your Motion. Now, he gets to
17 respond.

18 **MR. MINTER:** Okay.

19 **THE COURT:** So I'll hear from Plaintiff's Counsel.

20 **MR. BLACKWELL:** Thank you, Your Honor.

21 **RESPONSE:**

22 **MR. BLACKWELL:** Plaintiff's Counsel has submitted a
23 memorandum in support of its Motion For Summary
24 Judgment in which it briefed many of the
25 arguments that Mr. Minter has -- has brought



1 before the Court today. He challenges personal
2 jurisdiction and whether or not service was
3 completed under Rule 3. And Plaintiff
4 exercised multiple attempts at personal service
5 at the correct address, 136 Sandpine Circle,
6 which is evidenced in Defendant's Exhibit 2.

7 **(Defendant's Exhibit Number 2 was referenced at this**
8 **time.)**

9 **MR. BLACKWELL:** Although Plaintiff made multiple
10 attempts at service at that address, it was
11 ultimately unsuccessful. Plaintiff then
12 attempted another service address, which was
13 the -- also Defendant's Exhibit 2. However, as
14 seen on the Affidavit Of Non-Service, this is
15 a lab testing s- -- site. It's being used as
16 a virtual mailbox by the Defendant. That was
17 the only other address that was yielded from a
18 search. Therefore, it's not technically an
19 address where the Defendant resides or works.
20 After Plaintiff con- ---

21 **MR. MINTER:** Ob- -- objection, Your Honor.

22 **THE COURT:** You -- this -- this is not how that
23 works. This -- he's giving his presentation in
24 response to your -- to your arguments for your
25 Motion, so you don't get to object to his



1 argument.

2 **MR. MINTER:** But Plaintiff needs to be sworn in --
3 well -- saying these are hi- ---

4 **THE COURT:** So I ---

5 **MR. MINTER:** --- but ---

6 **THE COURT:** --- think you and I have had this
7 conversation before. So this is Plaintiff's
8 Counsel. Plaintiff's Counsel is serving as
9 Plaintiff's counsel and does not get sworn in
10 as a witness. The only person that gets sworn
11 in are witnesses who are giving sworn testimony
12 in support of either side. This is --
13 Plaintiff's Counsel is a South Carolina
14 attorney that's licensed to practice in the
15 State who's acting on behalf of the client. He
16 is not a witness.

17 **MR. MINTER:** They have deposed and stated facts in
18 this case, Your Honor.

19 **THE COURT:** So, Mr. Minter, I'm -- I don't know a
20 better way to explain it except to tell you
21 that that does not apply in this case. And so,
22 an objection to a testimony -- and he's not
23 giving testimony, he's giving information and
24 representation of the client -- is not the same
25 thing. And I think you were here before and



1 that happened, and I explained it then, so,
2 because I explained it several times then, I'm
3 not inclined to explain it over and over again
4 today. So, if -- so, right now, you need to
5 know that any objections based on Plaintiff's
6 Counsel representing his client in court is not
7 appropriate. Anything that Plaintiff's Counsel
8 says that you disagree with, you have your own
9 opportunity to respond. And I've been making
10 sure that I'm really careful about giving
11 everyone who comes in this court given the
12 opportunity to speak, so, if there is something
13 that he's saying that you disagree with, the
14 appropriate thing is for you to respond to that
15 thing in your response, not to object to him
16 representing his client.

17 **MR. MINTER:** Oh.

18 **THE COURT:** Okay. Continue.

19 **MR. BLACKWELL:** Thank you, Your Honor.

20 After multiple service attempts at the
21 only two addresses that we were provided for
22 the Defendant via a skip trace search,
23 Plaintiff moved before this Court through his
24 Petition For Service By Publication. In South
25 Carolina -- or under South Carolina law, absent



1 fraud or collusion, the Order permitting
2 service by publication is valid, and there is
3 no evidence in this case, Your Honor, of fraud
4 or collusion. There was a typographical error
5 in the address that was listed in Plaintiff's
6 Petition. However, if you read the Petition
7 together with the Affidavits Of Non-Service, it
8 is clear that Plaintiff attempted service at
9 the property address, 136 Sandpine Circle.
10 There is one other instance in which the Court
11 may set aside an order for publication, and
12 that would be if they did not comply with the
13 Publication Statute. Your Honor, we atta- --
14 we attempted service as many times as we could
15 at the addresses that were provided to us, and
16 we were unable to serve the Defendant. We
17 moved before the Court for an order pursuant to
18 the Publication Statute. And if real property
19 is located in Richland County, South Carolina,
20 that is owned by Defendant in a foreclosure
21 action, service by publication is proper.

22 I went through the liberty of -- of
23 briefing South Carolina case law in my
24 Memorandum Of Support and of -- for Summary
25 Judgment, Your Honor, and I -- I don't want to



1 detail all of those findings, but if the Court
2 would like for me to, I will.

3 **THE COURT:** Yes. Let's just do a clear record.

4 **MR. BLACKWELL:** Okay. Thank you, Your Honor.

5 The South Carolina Supreme Court and the
6 South Carolina Court of Appeals have made it
7 clear that, in the absence of fraud or
8 collusion, the decision of an officer ordering
9 service by publication is final unless the
10 affidavit upon which it is granted does not
11 strictly comply with the Publication Statute.
12 In Wachovia Bank, the petitioner was held in
13 default in a cause of action for a foreclosure.
14 The petitioner sought to overturn an order of
15 foreclosure and sale pursuant to Rule 60, South
16 Carolina Rules of Civil Procedure, arguing that
17 service by publication was improper, and as a
18 result, the Court did not have personal
19 jurisdiction over him. The petitioner claimed
20 that the process server did not exercise actual
21 due diligence, because if she had, she would've
22 easily found him. He pointed out that the
23 petition for the order for -- order of
24 publication contained an untrue statement,
25 which is very similar to the facts of this



1 case, Your Honor. Petitioner claimed that the
2 petition for order for publication was fatally
3 defective because it stated that the sheriff
4 for Georgetown County did not attempt service
5 upon said defendant when ac- -- in actuality,
6 service was only attempted via a private
7 process server. The South Carolina Supreme
8 Court reviewed the petition requesting service
9 by publication and the affidavits of non-
10 service together and rejected the notion that
11 an order of publication containing an untrue
12 statement rendered service by publication
13 improper or void. Specifically, it found that
14 it is clear from reading the two documents
15 together that the petition is inaccurate and --
16 but that the process server's affidavit
17 reflects due diligence by her.

18 In Caldwell, the petitioner requested that
19 the Court set aside a default judgement,
20 arguing that the orders of service by
21 publication did not comply with the Publication
22 Statute. The Court distinguished the
23 affidavits in prior cases Wachovia Bank,
24 Montgomery, and Yates by noting that the
25 affidavit at issue only established that the



1 plaintiff attempted service on the defendant in
2 Beaufort County, not in the State of South
3 Carolina. The Court reversed the trial court's
4 order denying to set aside the default judgment
5 because the affidavit failed to comply with the
6 publication statute.

7 In Belle Hall, a later case, the
8 petitioner challenged the master's authority to
9 overrule the clerk of court's order of
10 publication, arguing that the defendant failed
11 to present evidence of fraud or collusion. The
12 Court noted that the affidavits in the case
13 were similar to Caldwell, in that they were
14 fatally defective because the search
15 demonstrated that Belle Hall attempted service
16 on the wrong defendant, and consequently, Belle
17 Hall failed to comply with the Publication
18 Statute.

19 Again, Your Honor, this case is analogous
20 to the Wachovia Bank, Montgomery, and Yates
21 case, and distinct from Caldwell and Belle Hall
22 Plantation. Here, the Defendant's asserting
23 that the Court lacks jurisdiction under Rule
24 12(b)(2), South Carolina Rules of Civil
25 Procedure, as a defense in Plaintiff's



1 foreclosure action. In support of this
2 assertion, def- -- Defendant claims that the
3 service upon the Defendant by publication was
4 ordered by this Court based on a false
5 affidavit, thus making service void because
6 service was not completed within 120 days of
7 the filing of the Plaintiff's Complaint
8 pursuant to Rule 3(a)(2). Defendant's claim is
9 predicated on the fact that Plaintiff's
10 Petition For an Order for -- Of Publication
11 contained a scrivener's error in the address
12 where Plaintiff's process server attempted
13 service, 138 Sandpine Circle instead of 136
14 Sandpine Circle. The process server performed
15 due diligence as evidenced by the Affidavits Of
16 Non-Service filed on March 20th, 2025 in this
17 action, which are Defendant's Exhibit 2,
18 including multiple service at the property
19 address, 136 Sandpine Circle, but was unable to
20 complete service on the Defendant.

21 **(Defendant's Exhibit Number 2 was referenced at this**
22 **time.)**

23 **MR. BLACKWELL:** Defendant has made no allegation or
24 assertion of fraud or collusion on the part of
25 Plaintiff in relation to the Affidavits Of Non-



1 Service or the Petition For An Order Of
2 Publication. Fraud requires proof by clear and
3 convincing evidence and has a heightened
4 pleading standard. Here, there is no evidence
5 to support that a scrivener's error in
6 Plaintiff's Petition For Order Of Publication
7 constitutes fraud or collusion. And the
8 Defendant is conveniently ignoring that
9 Plaintiff has made multiple service attempts at
10 two different locations to serve him personally
11 before moving for an Order For Service By
12 Publication. Again, if you read the Affidavits
13 Of Non-Service together with the Petition, it
14 makes it clear that Plaintiff's Petition was
15 granted in compliance with the Publication
16 Statute and that, when they're read together,
17 there is no fraud or collusion here.

18 Defendant made his first appearance in
19 this action by filing documents with this Court
20 on June 16th, 2025, which was within the 30-day
21 answer period after Plaintiff's completion of
22 service by publication on July 4th, 2025, and
23 Plaintiff has not held Defendant in default.
24 Plaintiff obtained its Order For Service By
25 Publication on June 2nd, 2025, which I believe



1 is exhi- -- Defendant's Exhibit 2, as well,
2 Your Honor -- or, excuse me, Exhibit 1, Your
3 Honor.

4 (Defendant's Exhibit Number 1 was referenced a this
5 time.)

6 MR. BLACKWELL: Therefore, it commenced service by
7 publication within the 120 days required under
8 Rule 3(a)(2). And in light of the foregoing,
9 this Court should respectfully deny Defendant's
10 Rule 12(b)(2) and 12(b)(5) Motions and find
11 that service was properly affected on the
12 Defendant. And, again, this -- the Defendant
13 has made multiple appearances in this action by
14 filing various documents. Therefore, he has
15 submitted himself to this Court's jurisdiction.

16 THE COURT: Okay.

17 RULING ON DEFENDANT'S MOTION TO DISMISS:

18 THE COURT: On the issue of Defendant's Motion To
19 Dismiss, the Court is denying the Motion. I
20 think the evidence presented in the record, in
21 ad- -- in addition to all the pleadings that
22 have been filed support that there is not
23 enough evidence to set aside that Order Of
24 Publication, and I don't see any evidence of
25 fraud or collusion which would justify it. The



1 Court -- for the record, let me -- let me be
2 clear and think -- and say that the Court finds
3 that the information in that Order Of
4 Publication was, in fact, a scrivener's error.
5 When you look at all the other pleadings in
6 evidence, it is allowed. Everything else had
7 136.

8 Okay. Moving on to the next item, which
9 is -- that was Defendant's Motion. Now, we are
10 on Plaintiff's Motion For Summary Judgment, and
11 it was the Motion filed by the Plaintiff on
12 March the 4th, 2026.

13 So what happens now, Mr. Minter, is now,
14 we're on to his Motion. So he will do a
15 presentation to the Court on his Motion, you'll
16 get to respond to -- and you'll get to respond
17 to his Motion, so he'll speak first this time,
18 and then you will speak second.

19 **MR. MINTER:** Oh. (Nods head.)

20 **THE COURT:** Okay.

21 **MR. BLACKWELL:** Thank you, Your Honor.

22 **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT:**

23 **MR. BLACKWELL:** The Plaintiff initiated its
24 foreclosure action by filing a lis pendens
25 Summons and Complaint on February 21st, 2025.



1 All parties have been served. And Palmetto
2 Citizens Federal Credit Union and Hidden Pines
3 Homeowners Association, Inc., are in default.
4 As previously explained to the Court, Mr.
5 Minter has made several appearances in this
6 action following multiple pro se and
7 jurisdictional motions. In response, Plaintiff
8 filed its Motion For Summary Judgment. And
9 today's hearing is being held on all Motions
10 filed by the parties. This is a
11 straightforward for- -- mortgage foreclosure
12 action, where the record establish is that
13 there is no genuine issue of material fact and
14 that Plaintiff is entitled to a judgment as a
15 matter of law under Rule 56 of South Carolina
16 Rules of civil -- Civil Procedure. In support
17 of its Motion For Summary judgment, Plaintiff
18 has submitted a memorandum in support, an
19 affidavit executed by an employee or an officer
20 with personal knowledge (ph) and based on
21 verified business records, and an affidavit of
22 attorney's fees and costs, as well as a
23 supplemental affidavit of attorney's fees and
24 costs.

25 **THE COURT:** Could you please move your microphone



1 towards your mouth a little bit more?

2 **MR. BLACKWELL:** Yes, Your Honor.

3 **THE COURT:** Okay.

4 **MR. BLACKWELL:** I apologize. (Complies.)

5 True and correct copies of the Plaintiff's
6 promissory note, the recorded mortgage, the
7 recorded assignment, and the breach letter are
8 Exhibits B, C and E of the verified business
9 records attached to Plaintiff's affidavit and
10 are maintained in the ordinary course of
11 Plaintiff's business. The note, mortgage
12 assignments, and breach letter are properly
13 authenticated in the rule -- in the record
14 under Rule 803(6) of the South Carolina Rules
15 of Evidence. The note and mortgage are in the
16 record and established the existence and terms
17 of the debt. The borrower, Keiven K. Minter,
18 executed and delivered a promissory note dated
19 July 11th, 2019 in the original amount of
20 \$137,000, together with the initial interest
21 rate of 4-point-5 -- -2-5 percent -- excuse me
22 -- the secure payment of the note. Mr. Minter
23 executed and delivered a mortgage securing the
24 property commonly known as 136 Sandpine Circle,
25 Columbia, South Carolina, 29229, which was



1 recorded on July 25th, 2019, in Richland
2 County, in Book 2413, at page 2014. There is
3 no evidence in the record disputing their
4 validity. Plaintiff has also established its
5 right to enforce the debt. The note is made
6 directly to Plaintiff's predecessor in interest
7 and is endorsed in blank. To the extent the
8 assignment is relevant, the mortgage was
9 assigned to Plaintiff by an assignment recorded
10 April 13th, 2022, in Book 2734, at page 3536.
11 Plaintiff is the holder of the note and the
12 mortgage, and as such, Plaintiff is the real
13 party in interest with standing to bring this
14 foreclosure. Plaintiff's affidavit establishes
15 that mortgage is in default for failure to make
16 payments of principal and interest due and
17 payable on July 1st, 2024, and subsequent
18 monthly installments. Plaintiff's affidavit,
19 together with Plaintiff's affidavit of
20 attorney's fees and costs and the supplemental
21 affidavit of attorney's fees and costs, further
22 establish the total indebtedness that is owed
23 under the note and mortgage. As of today -- or
24 excuse me -- as of March 19th, 2026, Your
25 Honor, the total debt due and owing under the



1 note and mortgage is \$168,730.27, and that is
2 broken down into a principal balance of
3 \$122,660.18; accrued interest good through
4 February 20th, 2026 in the amount of \$8,959.76;
5 per diem interest from February 21st, 2026
6 through March 19th, 2026 in the amount of
7 \$385.56; there was a positive escrow balance at
8 the loan transfer, so that is a deduction from
9 the total debt in the amount of \$1,277.72; pre-
10 accelerated late charges in the amount of \$108;
11 insurance advances in the amount of \$11,338.42;
12 property tax advances in the amount of
13 \$22,120.11; a deferred amount in the amount of
14 \$10,701.02; credits, which are all credits
15 towards the escrow account, in the amount of
16 20,000- -- or -- excuse me -- \$12,655.37;
17 property ex- -- inspection costs in the amount
18 of \$425; a release fee in the amount of \$22.50;
19 and lastly, my firm's outstanding attorney's
20 fees and costs in the amount of \$5,942.80.
21 There is no admissible evidence in the record
22 disputing the default or the damages plain- --
23 Plaintiff has incurred as a result of the
24 default.

25 Because the record clearly establishes the



1 existence of the note and mortgage, Plaintiff's
2 right to enforce its rights under the note and
3 mortgage, Defendant's default of his
4 obligations on his mortgage loan, and the
5 amount owed to Plaintiff under his note and
6 mortgage, and because Defendant has failed to
7 produce any admissible evidence creating a
8 genuine issue of material fact, Plaintiff
9 reque- -- respectfully requests that this Court
10 grant its Motion For Summary Judgment and enter
11 an order of foreclosure and sale. Plaintiff
12 will submit a proposed order for the Court's
13 consideration after the hearing.

14 **THE COURT:** Did you have a copy -- and were those
15 debt figures included already in your memo, or
16 have you given a copy to Defendant?

17 **MR. BLACKWELL:** Your Honor, those are the
18 combination of the total indebtedness that's in
19 the affidavit which was previously served on
20 the Defendant ---

21 **THE COURT:** Okay.

22 **MR. BLACKWELL:** --- with the memorandum in support,
23 as well as the affidavit of attorney's fees,
24 which was also attached to that affidavit.

25 **THE COURT:** Okay. Does that conclude your



1 presentation?

2 **MR. BLACKWELL:** Yes, Your Honor, it does.

3 **THE COURT:** Okay. So, Mr. Minter, where we are now
4 is, he's finished his presentation to support
5 his Motion For Summary Judgment. And so, a
6 motion for summary judgment is only is -- is
7 granted if there is a genuine issue of material
8 fact that means that the case needs to go to
9 trial, so that's the standard for me to assess
10 whether or not summary judgment is appropriate.
11 You understand that?

12 **MR. MINTER:** (Nods head.)

13 **THE COURT:** So ---

14 **MR. MINTER:** Yes, Your Honor.

15 **THE COURT:** --- what he's saying is there is no
16 genuine issue of material fact and that they
17 should be awarded their foreclosure based on
18 all the information that's in the record and
19 there is no issue as to whether or not they
20 meet the elements to foreclose on the property.
21 The elements to foreclose on a property are
22 very simple, there has to be a mortgage, has to
23 be a debt, and it has to be a default that it
24 hasn't been paid.

25 **MR. MINTER:** Uh-huh.



1 **THE COURT:** And if they can prove those things,
2 those are the elements for the case. In order
3 to defeat his Motion For Summary Judgment, you
4 need to be able to present to the Court in a --
5 a material issue of fact that would make that
6 Motion inappropriate, saying that we need to go
7 to trial. You understand?

8 **MR. MINTER:** Yes, Your Honor.

9 **THE COURT:** Okay. So I'll -- the Court will hear
10 from you now.

11 **RESPONSE:**

12 **MR. MINTER:** All right. So, first, Your Honor, I
13 just wanted to object to the written Motion,
14 lisiting (ph) I was unable to cross-examine --
15 what's their name -- a live witness to bi- --
16 in a written testimony that has not been
17 authenticated by a live witness. The documents
18 submitted into evidence by Plaintiff have not
19 been a- -- what's the name -- have not been
20 validated or authenticated, well, same as I
21 stated previously before.

22 But I'll now read my supplemental
23 affidavit. Okay. Yeah. I am the defen- -- I
24 am Keiven K. Minter, after being duly sworn ---

25 **THE COURT:** Hold on one second. Let me -- is that



1 something you're reading from that's been filed
2 in the case already?

3 **MR. MINTER:** Yes, Your Honor.

4 **THE COURT:** Okay.

5 **MR. MINTER:** All right.

6 **THE COURT:** I'm just trying to keep up.

7 **MR. MINTER:** Not a problem.

8 **THE COURT:** Okay.

9 **MR. MINTER:** I, Keiven K. Minter, after being duly
10 sworn, depose and state, I am a Defendant in
11 this action, I am over the age of 18, and I
12 posses personal knowledge of the facts and
13 searches described herein. I have remained a
14 resident in South Carolina. The point of the
15 information and belief that I was absent from
16 the State is contradicted by their own March
17 20th, 2025 search results.

18 Unauthorized signature. I have reviewed
19 the Plaintiff's Notice Of Hearing filed March
20 19, 2026. My name appears typed-in a We-So-
21 Consent signature block. I did not sign this
22 document, nor did I provide digital, verbal, or
23 written authorization for the use of my
24 signature or for the specific language
25 consenting to a final hearing or written



1 testimony.

2 Failure of commencement. I have reviewed
3 the -- the Plaintiff's Affidavit Of
4 Publication. The document confirms that the
5 third and final publication occurred on July
6 4th, 2025. Pursuant to Rule 4(d)(7), South
7 Carolina Rules of Civil Procedure, service by
8 publication is not accomplished until the date
9 of the last publication. Based on the filing
10 date of February 21st, 2025, the 120-day rule
11 -- the 120-day window expired on June 21st,
12 2025. Service was completed 12 days after the
13 legal expiration of this action.

14 Staged failure of service, Rule 4. I have
15 reviewed the Plaintiff's Affidavit Of Non-
16 Service for one -- the 136 Sandpine Circle and
17 6729 Two Notch Road. In both instances, the
18 Plaintiff's process of (ph) server specifically
19 checked no to the question, is the place for
20 service the dwelling house or the usual place
21 of abode?

22 Material res- -- material
23 misrepresentation in petition. I have reviewed
24 the Petition For Publication. Counsel swore to
25 the Court that he attempted service at 138



1 Sandpine Circle. This address appears nowhere
2 else in the record. The Plaintiff attempted
3 service at 136 Sandpine Circle, which the
4 process server admitted was not my abode.
5 Counsel invented the shadow address to
6 manufacture an appearance of diligence where
7 none existed. Counsel further swore that no
8 other address existed, despite the 6729 Two
9 Notch Road affidavit being present in the case
10 record as of March 20th, 2025.

11 Identified disconnect. I have personally
12 compared the certified mortgage and the
13 certified assignment obtained from the Register
14 of Deeds. The mortgage refers to loan
15 identifier 38119041063. The assignment refers
16 to loan identifier 0579082406. These
17 identifiers do not match.

18 Lack of authority. Under 62-8-109(c), I
19 have personally conducted a search of the
20 Richland County Public Index. No power of
21 attorney is recorded in the same manner as the
22 deed for Wendell Boffman (ph), III, or Lucas
23 Bennett. Under South Carolina Code 30-5-30,
24 their signatures on the assignment and
25 affidavit are legally unauthorized and void, as



1 they were executed by agents lacked in or
2 recorded grant of authority.

3 Advocate witness conflict. I have
4 reviewed the Plaintiff's witness statement and
5 paragraph 14 of the Affidavit Of Indebtedness,
6 Exhibit -- this is gonna be Exhibit 5. But it
7 purports to authorize the Plaintiff's law firm
8 to testify as witnesses in this contested
9 matter. (Handing documents to Mr. Blackwell)
10 I'll pass that up to the Judge when you're
11 finished.

12 **MR. BLACKWELL:** Oh, I'm sorry. I thought this was
13 my copy. I apologize.

14 **MR. MINTER:** No worries.

15 **(Defendant's Exhibit Number 5 was marked for**
16 **identification purposes at this time.)**

17 **THE COURT:** Was this your only copy of this one, Mr.
18 Minter?

19 **MR. MINTER:** Yes, Your Honor.

20 **THE COURT:** Okay.

21 **MR. MINTER:** Here you go.

22 So you -- oh, this is the Affidavit Of
23 Indebtedness being marked as exhin- --
24 Defendant's Exhibit Number 5?

25 **MR. MINTER:** (Nods head.)



1 **THE COURT:** Okay.

2 **MR. MINTER:** Correct, Your Honor. And, again, as I
3 stated, the Affidavit Of Indebtedness which
4 purports to authorize the Plaintiff's law firm
5 to testify as witnesses in this contested
6 matter. Further to that being said, not ---

7 **THE COURT:** Do you have any objection to Defendant's
8 Exhibit Number 5?

9 **MR. BLACKWELL:** No objection, Your Honor.

10 **(Defendant's Exhibit Number 5 was entered into**
11 **evidence at this time.)**

12 **THE COURT:** Okay.

13 **MR. MINTER:** That's it, Your Honor.

14 **THE COURT:** That -- are you done?

15 **MR. MINTER:** Yes, Your Honor.

16 **THE COURT:** Okay.

17 **QUESTIONS BY THE COURT:**

18 **THE COURT:** Okay. Let me follow up on a couple of
19 questions. One, let me clarify something
20 because I've heard it mentioned several times,
21 and I want it to be clear on the record. Mr.
22 Minter, you mentioned, a couple of times, that
23 you didn't consent to having your signature on
24 the Notice Of Hearing for today's hearing?

25 **MR. MINTER:** Correct, Your Honor.



1 **THE COURT:** Okay. So that -- that's an
2 administrative issue. So, as you all know,
3 this hearing was scheduled for last week. I
4 had an emergency, I had to cancel the hearing
5 and get you all set for a new hearing date. So
6 my office had to work with you all to get a new
7 hearing date that would work for the Court, be
8 expedited, and that -- one that you all could
9 accommodate your schedules, as well. So there
10 is email correspondence with my staff, Ms.
11 Ellison, where both sides have agreed to be
12 here today at this time. So that consent for
13 the Notice Of Hearing for today's time comes
14 from the email correspondence on Thursday,
15 March the 19th, starting at 1:07 p.m., to Mr.
16 Blackwell and to you, Mr. Minter, at your email
17 address, admin@minteradvisorygroup.org, to
18 which my staff's offered today's date at 11:30
19 for the hearing. Mr. Blackwell responded,
20 thank you for letting us know that date.
21 Plaintiffs consent to waive the 10 days and is
22 willing to proceed with the hearing on Friday,
23 March 27th, 2026, at 11:30 a.m. And then a
24 response from you, Mr. Minter, again, from
25 admin@minteradvisorygroup.org, wherein you say,



1 good afternoon, I am in receipt of the Court's
2 email regarding the emergency rescheduling.
3 The Defendant, appearing specially, confirms
4 the receipt of this Notice and agrees to waive
5 the 10-day notice requirement for the new
6 hearing date. I am available for the hearing
7 on Friday, March 27, 2026, at 11:30 a.m., in
8 Courtroom 1. However, for the record, the
9 Defendant notes that all substantive Motions,
10 memoranda, and evidentiary clusters, including
11 the Defendant's objection to Plaintiff's
12 supplemental affidavit filed on March 18, 2026,
13 have already been served and filed. The
14 Defendant requests that the record remain
15 closed as to new evidence so that threshold
16 jurisdictional issues raised in the current
17 filings can be addressed on the 27th. So, Mr.
18 Minter, not only did you agree in me- -- in
19 email to be present at the new hearing date,
20 today at 11:30, and you also agreed to waive
21 the 10-day notice requirement, you also asked
22 that the record be closed, but then just pro-
23 -- proceeded to file documents after you asked
24 that the record be closed, which I'm allowing
25 all documents in, so it's -- that's not an



1 issue. But I say all that to say, the Notice
2 Of Hearing got put out based on this email
3 correspondence, wherein both parties agreed to
4 the near -- new hearing date.

5 **MR. MINTER:** Your Honor ---

6 **THE COURT:** So you keep saying that there's a
7 problem with that Notice Of Hearing, and if my
8 staff misunderstood and you were not available
9 for today, I don't see where that's reflected
10 in this -- in this email correspondence.

11 **MR. MINTER:** Your Honor, my actions weren't
12 reflected as far as what your staff did. The
13 Plaintiff attorney, they submitted the Notice
14 Of Hearing, and here, I have it in my hand.
15 I'll introduce it as Exhibit 6.

16 **THE COURT:** I've -- I've seen the Notice Of Hearing,
17 and I saw where it has the electronic signature
18 for the Notice Of Hearing for today's date
19 based on this email, but, Mr. Minter, what I'm
20 saying to you and I'm trying to help you
21 understand before we move on to the next thing
22 is that that was not inappropriate based on the
23 email correspondence, for that Notice Of
24 Hearing to reflect the consent of both parties
25 because the email correspondence reflects the



1 consent of both parties. And if we're gonna be
2 technical about it, you have Motions pending
3 before the Court today, too. Plaintiff's
4 counsel is not responsible for noticing hearing
5 for your motions. So if we're gonna be
6 technical about it, it was actually supposed to
7 be a hearing notice for him, and you're
8 supposed to have your own separate hearing
9 notice for your Motions, he's not responsible
10 for your Motions. But because I agreed to hear
11 it all together and, I guess, as a courtesy
12 from him, he noticed all of the Motions, which
13 he was not obligated to do. So I just want to
14 make sure I explain that to you because I know
15 you're representing -- you're pro se, and it
16 seems, in a lot of your things, that you think
17 things happen one way, when that is not
18 actually the way it happens. So I'm trying to
19 give you some leeway because I know you are not
20 an attorney, and I -- and I don't think people
21 should have to have an attorney to be in court,
22 and it's your choice. So you -- you -- your
23 choice is to proceed on -- proceed on your own,
24 but I just want to make sure I explained that,
25 because you've mentioned it a couple of times,



1 and that was not inappropriate for that Notice
2 Of Hearing to come out the way that it did
3 based on this email correspondence, and
4 further, not inappropriate because you didn't
5 notice your own motion hearing.

6 **MR. MINTER:** Don't ---

7 **THE COURT:** When I say ---

8 **MR. MINTER:** --- how co- ---

9 **THE COURT:** --- you didn't you notice your own
10 motion hearing, you filed a Motion To Dismiss
11 and a Cross-Motion For Summary Judgment.

12 **MR. MINTER:** Uh-huh.

13 **THE COURT:** Those are your motions.

14 **MR. MINTER:** Right.

15 **THE COURT:** So, technically speaking, he had his
16 Motion For Summary Judgment, and you had two
17 Motions.

18 **MR. MINTER:** Uh-huh.

19 **THE COURT:** So I gave you all this hearing date and
20 time. You're supposed to notice your own
21 hearing; he's not required to notice your
22 hearing. He, as a courtesy, noticed the
23 hearing for all of the Motions because I was
24 hearing 'em all at the same date. He didn't
25 have to do that.



1 **MR. MINTER:** Uh-huh.

2 **THE COURT:** And further, he didn't have to provide a
3 court reporter. What's supposed to happen is,
4 if it's your motion, you notice your own
5 hearing and you provide your own court
6 reporter. He noticed all the Motions, and he
7 provided the court reporter.

8 **MR. MINTER:** Your Honor, in the form that I filled
9 out in the Circuit Court I was saying, well, I
10 checked the box as far as for the court
11 reporter to be here. And I also gave them the
12 ---

13 **THE COURT:** So that -- so this Court does not employ
14 a court reporter. And as you will see at the
15 bottom of all the email correspondence that
16 comes from my staff, including the emails that
17 you respond to, it specifically says, in red
18 writing, the MIE does not employ a court
19 reporter. Court reporters are required for
20 contested cases and/or any matter where there
21 is a possibility of live testimony. The moving
22 party is responsible for obtaining a court
23 repor- -- court -- court -- court reporter.
24 Hearings will be canceled and rescheduled if a
25 court reporter is needed but not secured. Your



1 Motion, you're the moving party, you're ---

2 **MR. MINTER:** Uh-huh.

3 **THE COURT:** --- responsible as the moving party to
4 not only notice the hearing for your motion,
5 but to provide the court reporter for your
6 motion. In this case, Plaintiff's Counsel did
7 all of that. So I want to be clear, while
8 you're contesting the fact that that Notice Of
9 Hearing has an electronic signature based on
10 your email correspondence, he was not required
11 to notice your hearing.

12 **MR. MINTER:** That is true.

13 **THE COURT:** So I just want to make sure that's
14 cleared up for the record, and then, now, we
15 can move on to the next thing.

16 As far as -- and the loan numbers, you've
17 raised a couple times, and where we are now is
18 establishing if there is, in fact, a matishal
19 (ph) -- a material issue of fact that would
20 make summary judgement inappropriate and
21 require the Court to set a trial for this --
22 for this foreclosure.

23 **MR. MINTER:** Okay.

24 **THE COURT:** So that's where we are, whether or not
25 you have a material issue of fact. You've



1 raised, a couple of times, about the loan
2 numbers between the mortgage and the
3 assignment. I think you had it marked as your
4 ---

5 **MR. MINTER:** If I can remember.

6 **THE COURT:** --- a exhibit ---

7 **MR. MINTER:** Exhibit 3.

8 **THE COURT:** --- a -- Exhibit 3.

9 **MR. MINTER:** Correct.

10 **THE COURT:** Defendant's Exhibit 3.

11 **(Defendant's Exhibit Number 3 was referenced at this**
12 **time.)**

13 **THE COURT:** So I'll allow Plaintiff's Counsel to
14 speak to that issue ---

15 **MR. BLACKWELL:** Thank you, Your Honor. On ---

16 **THE COURT:** --- that's been raised.

17 **PLAINTIFF'S RESPONSE TO ISSUE OF LOAN NUMBERS:**

18 **MR. BLACKWELL:** When a loan is originated, it's
19 assigned an account number, and when it's
20 service transfers or it goes to the servicer or
21 even if it's of an entity that's owned by the
22 originator and they begin servicing it, it gets
23 assigned a new account number every time it --
24 it moves along the -- the ownership or the
25 servicing chain. And in this case, Your Honor,



1 this loan was originated in, I believe, 2019,
2 and it was under a successor in inter- -- or
3 excuse me -- a predecessor in interest of
4 Plaintiff. Your Honor, when Plaintiff changed
5 its name or merged with the originating lender,
6 it assigned new loan numbers to all of its
7 loans.

8 **THE COURT:** Okay. And I know that, and I understand
9 that, but I'll just have it explained so we can
10 have a clear record.

11 **MR. BLACKWELL:** Yes, Your Honor.

12 **THE COURT:** So, Mr. Minter, did you understand what
13 he said? You raised the issue -- you're saying
14 in your -- in your claim, that this is a -- an
15 issue, that this case should be dismissed
16 because the loan numbers don't match.

17 **MR. MINTER:** Correct.

18 **THE COURT:** And I underst- -- it -- it seemed to me
19 that you didn't understand the process, but
20 it's not me to say from the Bench, so that's
21 why I said there is an opportunity for you to
22 make a statement and then for them to respond,
23 for them to make a statement and then for you
24 to respond. So he has just responded to your
25 issue with the loan numbers. Do you



1 understand?

2 **DEFENDANT'S RESPONSE TO ISSUE OF LOAN NUMBERS:**

3 **MR. MINTER:** I understand it, but I don't agree with
4 it, because there is no power of attorney as
5 far as authorizing the agents to move in a real
6 estate transaction under title th- -- under
7 Title 62 and Title 30.

8 **THE COURT:** Okay. So, in his Motion For Summary
9 Judgment, he's just made his presentation and
10 responded to a couple of questions from the
11 Court. You responded earlier. Do you have any
12 more responses to his Motion For Summary
13 Judgment before I, then, listen to your Motion
14 For Summary Judgment and allow him to respond?

15 **MR. MINTER:** (No audible response.)

16 **THE COURT:** You had a Cross-Motion For Summary
17 Judgment, correct?

18 **MR. MINTER:** Yes, Your Honor.

19 **THE COURT:** Okay. So, if you don't have any more
20 responses to his Motion For Summary Judgment,
21 I'll now hear from you on your Cross-Motion For
22 Summary Judgment.

23 **MR. MINTER:** Okay.

24 **THE COURT:** Are you ready to proceed in that matter?

25 **MR. MINTER:** Give me one second, Your Honor.



1 **THE COURT:** Okay. It was the Motion that you filed
2 on March the 11th, 2026.

3 **MR. MINTER:** Yes, Your Honor.

4 **THE COURT:** Okay.

5 **DEFENDANT'S CROSS-MOTION FOR SUMMARY JUDGMENT:**

6 **MR. MINTER:** All right. What's the name? So, as
7 far as the Cross-Motion ---

8 **THE COURT:** Uh-huh.

9 **MR. MINTER:** --- just going back to the failure of
10 commencement, the 120-day expiration, Rule 3,
11 South Carolina Rules of Civil Procedure. This
12 action was filed on February 21st, 2025. The
13 mandatory 120-day minimum window for service
14 under Rule 3 expired on June 21st, 2025. The
15 Plaintiff's affidavit of publication proves the
16 third and final publication did not occur until
17 July 4th, 2025. Under Rule 47, service by
18 publication is only complete on the last day of
19 publication. Conclusion, service was
20 accomplished 12 days after the the legal
21 expiration of the action. And the Court lacks
22 subject matter jurisdiction pursuant to Rule
23 12(h)(3).

24 And inadmissible evidence. The note, the
25 mortgage assignment, the ledger, and Title 37



1 notice all are totally redacted. Under South
2 Carolina Rules of Civil Procedures, Rule
3 41.283, the last four digits -- what's the name
4 -- pertaining to loan identifiers must be
5 exposed, so this evidence is inadmissible. The
6 Plaintiff's evidence -- what's the name -- all
7 key documents contained fully redacted loan
8 identifiers in violation of Rule 41.283, and
9 because the identifiers are redacted, the
10 documents cannot be authenticated under Rule
11 901 and satisfy the Best Evidence Rule of Rule
12 1002 of the South Carolina Rules of Evidence.

13 That's -- Your ---

14 **THE COURT:** Is that ---

15 **MR. MINTER:** --- Honor.

16 **THE COURT:** --- ending your presentation?

17 **MR. MINTER:** Yes, Your Honor.

18 **THE COURT:** Okay.

19 Plaintiff's Counsel, you got a response?

20 And please speak to ea- -- to each issue.

21 **MR. BLACKWELL:** Yes, Your Honor.

22 **RESPONSE:**

23 **MR. BLACKWELL:** I think we -- we've covered subject
24 matter jurisdiction, Your Honor. But to
25 reiterate, subject matter jurisdiction refers



1 to the Court's power to hear and determine
2 cases of general class to which the proceeding
3 in question belong. There is no doubt that
4 this Court has subject matter jurisdiction over
5 this case. The South Carolina Circuit Courts
6 are vested with original jurisdiction in civil
7 and criminal cases, and there are specific
8 procedural rules, as well as statutory rules,
9 that -- that grant this Court -- in particular,
10 the Master In Equity -- authority to hear this
11 case.

12 The Defendant also challenges, again,
13 whether or not the Plaintiff commenced its
14 action within 120 da- -- or -- excuse me --
15 served its action within 120 days of the
16 complaint's filing date. There is no question
17 that we began service by publication within
18 that 120-day mark, and that requires three
19 consecutive weeks of publishing in the
20 newspaper. As this Court knows, we attempted
21 service with the Affidavits Of Non-Service.

22 **(Defendant's Exhibit Number 3 was referenced at this**
23 **time.)**

24 **MR. BLACKWELL:** We were unable to locate him, and
25 so, we were -- Plaintiff was forced to proceed



1 with service by publication. The beginning
2 date, again, for that service by publication
3 was on June 20th, which was within the 120 days
4 of the filing of Plaintiff's complaint, which
5 was filed on February 21st, 2025.

6 Your Honor, he -- Mr. Minter challenges
7 Plaintiff's affidavit, as well as makes some
8 challenges to the assignment of mortgage that
9 was recorded and Plaintiff's Affidavit Of
10 Indebtedness.

11 **(Defendant's Exhibit Number 5 was referenced at this**
12 **time.)**

13 **MR. BLACKWELL:** And he references the Power Of
14 Attorney Statute under South Carolina law.
15 That's required in a real estate transaction,
16 Your Honor, and it says that there has to be a
17 power of attorney for an agent who's acting on
18 another's behalf. The assignment of mortgage
19 was assigned by an officer or an employee of
20 Mortgage Electronic Registration Systems and
21 had authority to sign that document on behalf
22 of the company and, therefore, executed it.
23 There's no power of attorney necessary in that
24 situation. And the same thing applies to
25 Plaintiff's Affidavit Of Indebtedness, it was



1 executed by an officer or an employee who is
2 authorized to execute those documents on
3 Plaintiff's behalf and is employed by
4 Plaintiff.

5 As it relates to the redactions of the
6 Exhibits that were submitted, we're required to
7 do that, we -- we are -- under the South
8 Carolina Rules of Civil Procedure, any personal
9 identifying information has to be redacted, and
10 therefore, we redacted our exhibits to make
11 sure that nobody could look at those exhibits
12 and located Mr. Minter's account with our
13 client. That's his information, it's personal,
14 and we're not allowed to file that in the
15 public record. In fact, the Clerk will reject
16 it if we don't.

17 And, again, I'd like to circle back to
18 Rule 803, Subsection (6), of the South Carolina
19 Rules of Evidence, which state that any
20 business records that have been attested to or
21 verified in an affidavit by a party are
22 admissible before this Court. The -- the
23 Plaintiff is not required to present original
24 documents.

25 **THE COURT:** Okay. And to go back to the Rule 3



1 argument, Mr. Minter had -- seems to have a
2 issue with the last date of publication, not
3 when you initiated publication, so -- is -- is
4 that correct, Mr. Minter?

5 **MR. MINTER:** That's correct.

6 **THE COURT:** Am I restating that right?

7 **MR. MINTER:** Yes, Your Honor.

8 **THE COURT:** Okay. And I don't -- I'm -- and I'm
9 doing that for the purpose of not having any
10 issue missed, any argument missed in these
11 proceedings, 'cause there is a lot going on.
12 So, to that -- to that issue of the last date
13 of publication, which is the argument Mr.
14 Minter is raising.

15 **MR. BLACKWELL:** Yes, Your Honor. So, again,
16 Plaintiff attempted service several times,
17 which are evidenced by the Affidavits Of Non-
18 Service that were filed in this action.
19 Plaintiff attempted several services at the
20 property address on various dates, beginning on
21 February 27th, 2025 through March 8th, 2025,
22 and they -- and Plaintiff was unable -- or
23 Plaintiff's process server was unable to serve
24 the Defendant personally. Again, Your Honor,
25 Plaintiff had one other address, which appears



1 to be a virtual mailbox for the Defendant,
2 where we attempted service on February 25th,
3 2025 and were unsuccessful there. Plaintiff
4 petitioned this Court for an order for service
5 by publication on May 27th, 2025, and that
6 order was granted -- or that petition was
7 granted by this Court by an order of
8 publication on June 2nd, 2025. And Plaintiff
9 commenced its publica- -- service by
10 publication on June 20th, and that ran for June
11 27th and, again, for July 4th, 2025. That is
12 when service is completed. However, Plaintiff
13 commenced its service by publication within the
14 120 days of the filing of Plaintiff's
15 complaint, and therefore, Plaintiff's service
16 by publication is proper.

17 And this Court has jurisdiction over this
18 matter and over Mr. Minter, personally. And,
19 again, Your Honor, Mr. Minter has made an
20 appearance before this Court through various
21 filings, and that alone is sufficient for this
22 Court to have jurisdiction over his person.
23 And there is no prejudice to Mr. Minter when
24 he's had a fair opportunity to litigate this
25 case.



1 **THE COURT:** Okay. Hold on. Let me refer back to my
2 notes to make sure I didn't miss anything
3 before we wrap this thing up.

4 **RULING ON THE COMPETING MOTIONS FOR SUMMARY JUDGMENT:**

5 **THE COURT:** Okay. So, in the competing Motions For
6 Summary Judgment, the Court grants the
7 Plaintiff's Motion For Summary Judgment and
8 den- -- denies Defendant's Motion For Summary
9 Judgment.

10 And I thought I saw another motion, but
11 that wasn't -- okay. So, just so we have a
12 clear record, I did see another motion. There
13 was another Motion To Dismiss for lack of
14 jurisdiction and -- slash -- Defendant's
15 objection filed on March 20, 2026, but I think
16 -- oh, okay. This wasn't -- this -- I thought
17 I saw another one. This is the one, at the
18 beginning of the hearing today, I said that
19 there were two Motions To Dismiss filed by Mr.
20 Minter and that he could use the time for the
21 first Motion To Dismiss -- that he could raise
22 any arguments to support both of his Motions To
23 Dismiss. I just forgot to mark that one out.

24 Okay. So I've heard arguments on all the
25 Motions at this point. And to be clear, I



1 denied Defendant's Motion To Dismiss, and I
2 granted Plaintiff's Motion For Summary Judgment
3 and denied Defendant's Cross-Motion For Summary
4 Judgment.

5 **CONCLUDING MATTERS:**

6 **THE COURT:** Let's get a proposed order for review to
7 Fristella Cornelius. Give me the proposed
8 order within the next two weeks and make sure
9 Mr. Minter is copied. Mr. Minter's email
10 address is admin@minter- -- I-M-N-T-E-R [sic] -
11 - -advisory-group-dot-O-R-G.

12 And for a notice of sale, I don't think --
13 it probably won't be finalized in -- you have
14 -- do June.

15 **MR. BLACKWELL:** Your Honor, that's the proposed
16 notice ---

17 **THE COURT:** Okay.

18 **MR. BLACKWELL:** --- of sale I have ---

19 **THE COURT:** So ---

20 **MR. BLACKWELL:** --- Your Honor.

21 **THE COURT:** --- this will be for a June sale. Okay.

22 **MR. BLACKWELL:** And Your Honor, I don't know if I
23 made this clear in my original presentation,
24 but Plaintiff is waiving deficiency in this ---

25 **THE COURT:** Okay.



1 **MR. BLACKWELL:** --- matter.

2 **THE COURT:** And it wasn't. I was just -- actually,
3 just about to ask that. Okay.

4 So, Mr. Minter, what that means is, I
5 ordered in favor of the Plaintiff on Summary
6 Judgment, so it's an order of foreclosure and
7 sale. This will be set for a June 2026 sale.
8 The sale date in June is Monday, June 1st.
9 Sale happens at noon in this courtroom. They
10 are not demanding deficiency, which means, if
11 the property sells for less than what the
12 mortgage or the money owed is, they are not
13 coming after you personally for -- for
14 remainder.

15 And that's the order of the Court. Thank
16 you both for your time.

17 **MR. BLACKWELL:** Thank you, Your Honor.

18 **THE COURT:** Thank you, Madam Court Reporter.

19 **(There being nothing further, the hearing concluded**
20 **at 12:36 p.m.)**



CERTIFICATE

This is to certify that the within hearing consisting of sixty-four (64) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

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

IN WITNESS WHEREOF I have hereunto set my hand and seal on April 1, 2026.



Mary Cooper Joy
Court Reporter

Notary Public for South Carolina
My Commission Expires: December 5, 2032



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / contact@creelreporting.com