

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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APPEAL FROM SUMTER COUNTY
Court Of Common Pleas
The Honorable Michael M. Jordan, Master-in-Equity

SC Court of Appeals

Appellate Case No. 2026-001648
Lower Court No. 2024-CP-43-0300

Christopher J. Rogers, Appellant,

v.

SAFE Federal Credit Union, Respondents.

APPELLANT'S INITIAL BRIEF

Christopher J. Rogers, Pro Se
20 Doe Court
Wedgefield, South Carolina 29168
Ph: (803) 883-8196
ascdmtl2023@gmail.com

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I. STATEMENT OF THE ISSUES ON APPEAL

1. Did the trial court err by conducting an evidentiary hearing on April 22, 2026, without providing Appellant advance notice that witnesses or exhibits would be presented, in violation of Rule 43, SCRCP, and Article I, Sections 3 and 22 of the South Carolina Constitution?

2. Did the trial court err by admitting two undisclosed witnesses in violation of Rule 37(c)(1), SCRCP, without making a finding that the failure to disclose was harmless or substantially justified?

3. Did the trial court err by admitting the purported original Promissory Note without proper authentication under Rule 901, SCRE, where the witness lacked personal knowledge of execution or chain of custody?

4. Did the trial court err by converting the proceeding to a de facto bench trial without issuing written findings of fact and conclusions of law under Rule 52(a), SCRCP?

5. Did the trial court err by disregarding Appellant's unrebutted sworn forensic affidavit, which created a genuine issue of material fact under Rule 56(e), SCRCP?

6. Did the trial court err by denying Appellant's Motion to Strike Undisclosed Witness Testimony and Purported Original Note without analysis or reasoning?

7. Did the trial court err by awarding attorney's fees without making the required findings under *Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991)?

8. Did the trial court err by relying on a post-hearing affidavit submitted without leave of court, in violation of Rule 43, SCRCP, and due process?

9. Did the trial court err by making findings of fact directly contradicted by the hearing transcript?

10. Did the trial court err by entering a Final Order drafted entirely by opposing counsel, without independent judicial analysis?

11. Did the trial court err by converting Appellant's Motion for Summary Judgment to an evidentiary proceeding without providing the required notice under Rule 56(c), SCRCP?

12. Did the trial court err by failing to rule on Appellant's Motion to Stay until the day of the judicial sale, failing to serve Appellant, creating self-inflicted prejudice, and depriving Appellant of meaningful appellate review?

II. STATEMENT OF THE CASE

This appeal arises from a foreclosure action initiated by Respondent, SAFE Federal Credit Union, against Appellant, Christopher J. Rogers, in the Court of Common Pleas for Sumter County, South Carolina.

On February 12, 2024, Appellant filed a Summons and Complaint against Respondent. On February 27, 2024, Appellant filed an Affidavit of Mailing. On March 14, 2024, Appellant filed an Affidavit of Default and Motion for Default Judgment. On March 21, 2024, Respondent filed a Motion to Set Aside Entry of Default and its Answer. On March 25, 2024, Appellant filed a Response. On April 19, 2024, Respondent filed its Amended Answer and Counterclaim, asserting a counterclaim to foreclose its mortgage lien on Appellant's property located at 20 Doe Court, Wedgefield, South Carolina. On April 24, 2024, Appellant filed his Response to Respondent's Answer and Counterclaim.

On May 30, 2024, Respondent filed its Affidavit in Support of the Motion to Set Aside Entry of Default, set for hearing on June 11, 2024, before the Honorable George M. McFaddin. On August 20, 2024, Appellant filed a Notice of Voluntary Dismissal Without Prejudice of all pending claims against Respondent. On September 3, 2024, the Court entered its Order granting Respondent's Motion to Set Aside Entry of Default.

On September 9, 2024, Appellant filed suit against Respondent in the U.S. District Court for the District of South Carolina under Case No. 3:24-cv-04897-MGL. Respondent moved to dismiss Appellant's causes of action. On October 30, 2024, the U.S. Magistrate Judge entered a Report and Recommendation granting Respondent's motion. On September 9, 2025, the U.S. District Court Judge entered an Order adopting the Report and Recommendation, dismissing all of Appellant's claims. On September 22,

2025, Appellant appealed to the Fourth Circuit Court of Appeals. On December 1, 2025, the Fourth Circuit affirmed the dismissal.

On September 11, 2025, the trial court entered an Order of Reference referring this matter to the Honorable Michael M. Jordan, Master-in-Equity for Sumter County.

On December 15, 2025, Appellant filed a Motion to Dismiss for Lack of Standing. On December 30, 2025, Appellant filed a Notice of Non-Response and Failure to Rebut. On January 28, 2026, Appellant filed a Motion for Summary Judgment.

On April 2, 2026, Respondent filed a Notice of Hearing stating that a hearing to determine whether Respondent is entitled to a judgment of foreclosure would be held on April 22, 2026. The Notice did not state that the hearing would be evidentiary or that witnesses or exhibits would be presented. Notice of Hearing, filed April 2, 2026.

On April 22, 2026, the trial court conducted a hearing. Appellant objected to the evidentiary nature of the proceeding, stating he was unprepared and that his Notice of Hearing did not indicate the hearing would be evidentiary. The Court overruled the objection and proceeded. Appellant testified on his own behalf. Respondent presented two witnesses, Steven Heinemann and Anne Self, and introduced multiple exhibits, including a purported original Promissory Note.

On April 30, 2026, Appellant filed a Motion to Strike Undisclosed Witness Testimony and Purported Original Note.

On June 5, 2026, the trial court issued a Ruling Memorandum directing Respondent's counsel to prepare a proposed order.

On July 23, 2026, the trial court entered the Master in Equity's Order and Judgment of Foreclosure and Sale (the "Final Order"). The Final Order

denied Appellant's Motion to Strike without analysis, awarded attorney's fees, and set the debt at \$442,488.98.

On July 23, 2026, the Sumter County Master-in-Equity issued a Notice of Sale scheduling the foreclosure sale for September 8, 2026.

On July 24, 2026, Appellant filed a timely Notice of Appeal. The appeal was docketed with this Court on July 29, 2026, as Appellate Case No. 2026-001648. On the same day, Appellant filed a Motion to Stay Enforcement Pending Appeal in the trial court.

On September 8, 2026, the judicial sale of Appellant's property was conducted. On the same day, the Master-in-Equity filed a Form 4C containing a notation denying Appellant's Motion to Stay. No written order was issued, and no service was made on Appellant.

On September 17, 2026, this Court entered an Order denying Appellant's Petition for Supersedeas and directing Appellant to file his Initial Brief within 30 days.

III. STATEMENT OF FACTS

A. The Loan and Loan Documents

On or about April 16, 2021, Respondent extended a loan to Appellant in the original principal amount of \$370,900.00, together with interest at a fixed rate of 3.75% per annum. The purpose of the Loan was to construct a home. The Loan had an interest-only construction phase followed by a permanent phase. During the construction phase, Respondent provided advances to Appellant's builder. Upon completion of construction, the Loan transitioned to the permanent phase, with Appellant agreeing to pay principal and interest on a 30-year amortization schedule.

The Loan was evidenced by a Promissory Note executed by Appellant in favor of Respondent. The Loan was further evidenced by a Construction Loan Addendum Amending Note, a Mortgage, and a Home Construction Loan Agreement Rider to Mortgage, all executed on April 16, 2021.

On February 16, 2023, Appellant executed a Construction Conversion Modification Agreement, which stated that construction was complete, all loan proceeds had been disbursed, the construction phase was extended to provide sufficient time for completion, and the permanent phase would begin with a first monthly payment of \$1,715.13 due on April 1, 2023.

B. The Default and Procedural History

Appellant made the required interest-only payments through the end of the construction phase. He made payments under the permanent phase for April 2023 through July 2023. The last payment Respondent received was on July 17, 2023, leaving the Loan past due for the payment due August 1, 2023.

On October 6, 2023, Respondent sent Appellant a Final Notice Preceding Foreclosure letter, notifying Appellant of the amount needed to

cure his payment default and providing thirty days to cure. Appellant did not cure the default. Respondent accelerated the maturity of the Loan and declared the entire indebtedness immediately due and payable.

On February 12, 2024, Appellant filed his initial complaint against Respondent. On August 20, 2024, Appellant filed a Notice of Voluntary Dismissal Without Prejudice. Respondent's Counterclaim for foreclosure remained pending.

On September 9, 2024, Appellant filed suit against Respondent in federal court. The federal court dismissed Appellant's claims, and the Fourth Circuit affirmed.

On September 11, 2025, the trial court entered an Order of Reference referring this matter to the Master-in-Equity.

On December 15, 2025, Appellant filed a Motion to Dismiss for Lack of Standing, supported by a sworn forensic affidavit from Joseph R. Esquivel Jr. The affidavit stated, based on forensic audit of publicly filed SEC documents, that the economic interest in the Loan had been sold and securitized into the Fannie Mae REMIC Trust 2022-28. Respondent filed no responsive affidavit, no evidentiary objection, and no rebuttal.

On December 30, 2025, Appellant filed a Notice of Non-Response and Failure to Rebut, formally documenting the affidavit's un rebutted status and invoking Rule 56(e), SCRCP, and Rule 201, SCRE.

On January 28, 2026, Appellant filed a Motion for Summary Judgment.

C. The April 22, 2026 Hearing

On April 2, 2026, Respondent filed a Notice of Hearing stating that a hearing to determine whether Respondent is entitled to a judgment of foreclosure would be held on April 22, 2026. The Notice did not state that

the hearing would be evidentiary or that witnesses or exhibits would be presented. Notice of Hearing, filed April 2, 2026.

At the commencement of the hearing, the Court announced it would conduct an evidentiary hearing. (Tr. 4). Appellant objected:

"I disagree with that, Your Honor, respectfully. The record's been silent since December... The only relevant issue here... is proof of standing." (Tr. 5).

Appellant further objected:

"For the record, Your Honor, my objection is that in the four months preceding, SAFE has filed no response/submitted no evidence. I object to any attempt to introduce new argument, documents, or evidence at this stage, because it's outside the record and procedurally improper." (Tr. 7).

The Court acknowledged the objection but proceeded:

"I'll protect you on the record, and I'll also allow your motion to be renewed. But today, I want to conduct an evidentiary hearing." (Tr. 7).

Appellant stated:

"I do have to restate again, Your Honor, my notice does not say evidentiary. I am woefully unprepared to present a case on my behalf..." (Tr. 88-89).

When the Court asked Respondent's counsel why he had not responded to the Esquivel Affidavit, counsel stated:

"There's no rule that says I have to respond to a Rule 12 motion or a Rule 56 motion." (Tr. 6).

This statement is legally false. Under Rule 56(e), SCRCPP, when a motion for summary judgment is supported by affidavits, the adverse party must respond with specific facts showing a genuine issue for trial.

Respondent's counsel openly refused to rebut the Esquivel Affidavit, admitted he provided no Rule 56(e) evidence, admitted he provided no Rule 12(b) response, and admitted he provided no evidentiary rebuttal for over four months. The Court accepted this refusal without analysis.

Respondent presented two witnesses: Steven Heinemann, Senior Vice President of Lending, and Anne Self, Assistant Vice President of Member Solutions. Respondent introduced multiple exhibits, including a purported original Promissory Note, the Construction Loan Addendum, the Mortgage, the Home Construction Loan Agreement Rider, and the Construction Conversion Modification Agreement.

When Respondent produced the purported original Note, the Court allowed SAFE to retain it rather than placing it in the Court's custody. (Tr. 25: *"I'm going to allow those to remain with the plaintiff because of their significance."*). Appellant directly challenged this at the hearing: *"Is there an alternative to safekeeping those documents? Does the Court have an evidence locker of some sort?"* (Tr. 22). The Court acknowledged it had no evidence locker and allowed SAFE to retain the original Note. This violated basic evidence-handling protocol, further destroyed chain of custody, and constituted a structural evidentiary failure.

Appellant testified on his own behalf. He stated that he had not received satisfactory answers to his questions about the loan origination and securitization. He stated that he had hired Mr. Esquivel to conduct a forensic audit. He testified that he had contacted Fannie Mae directly and had not received a response. (Tr. 110-111).

Appellant stated he wished Mr. Esquivel had been present to testify to the technical aspects of the affidavit. (Tr. 118). At page 115 of the transcript,

Respondent's counsel stated:

"I really have no objection to it being reviewed by the Court. I don't think the weight of it is persuasive."

SAFE's witness, Steven Heinemann, testified that SAFE uses Fannie Mae and Freddie Mac forms. (Tr. 21: *"We use those forms because they are approved... to fill liquidity purposes."*). This is significant because if SAFE does not sell its loans, there is no reason to use Fannie Mae forms. This supports the Esquivel Affidavit's assertion that the loan was securitized.

Heinemann also testified that original Notes are kept in a "fireproof cabinet." (Tr. 26). This fails to satisfy NCUA or federal standards for the storage of original negotiable instruments, further undermining authentication and chain of custody.

D. The Ruling Memorandum and Final Order

On June 5, 2026, the trial court issued a Ruling Memorandum directing Respondent's counsel to prepare a proposed order. The Ruling Memorandum stated: *"I am asking Mr. Brannon to prepare a proposed order incorporating the above and submitting same to me via e-filing for execution."*

The Ruling Memorandum also improperly relied on federal court findings, stating: *"The federal court decision includes consideration of..."* (Ruling Memorandum, p. 2). Federal magistrate recommendations are not binding, federal dismissals do not resolve state foreclosure issues, federal findings cannot substitute for state findings, and the Court improperly imported findings from a different case into this proceeding.

On July 23, 2026, the trial court entered the Master in Equity's Order and Judgment of Foreclosure and Sale (the "Final Order").

The Final Order contained the following finding:

"Upon review of the original Note and the true and accurate copy of the Note admitted into evidence, Rogers admitted the authenticity of the Note, its terms, and that he signed the document." Final Order ¶ 20.

The transcript shows the opposite. At the hearing, Appellant stated:

"I am not confirming those are the original documents."
(Tr. 19).

This is not a credibility determination where the Court weighed conflicting testimony. It is a direct contradiction between the written transcript and the Court's factual finding. As the South Carolina Supreme Court held in *State v. Woods*, 282 S.C. 18, 20, 316 S.E.2d 673, 674 (1984), a party is entitled to a ruling based on the record, not findings contradicted by the record.

The Final Order denied Appellant's Motion to Strike Undisclosed Witness Testimony and Purported Original Note without analysis or reasoning. Final Order ¶ 18.

The Final Order awarded attorney's fees in the amount of \$30,000.00 without making the required findings under *Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991).

The Final Order set the total debt at \$442,488.98, including \$354,756.90 in principal, \$40,369.10 in accrued interest, a negative escrow balance of \$13,975.62, late charges of \$3,117.36, and attorney's fees of \$30,000.00.

E. The Post-Hearing Affidavit and Notice of Sale

On July 23, 2026, the same day the Final Order was entered, Respondent filed an Affidavit of Statement of Account from Amanda Pack. This affidavit was filed after the April 22, 2026 hearing was closed. The

affidavit increased the debt figures beyond what was testified to at the hearing.

Also on July 23, 2026, the same day the Final Order was entered, a Notice of Sale was published in The Sumter Item. The Notice scheduled the foreclosure sale for September 8, 2026 at 12:00 Noon at the Sumter County Judicial Center. *See* Notice of Sale, published in The Sumter Item, dated July 23, 2026.

On September 8, 2026, the judicial sale of Appellant's property was conducted.

F. The Motion to Stay and the Trial Court's Failure to Rule

On July 24, 2026, Appellant filed a Motion to Stay Enforcement Pending Appeal in the trial court. The motion was timely, properly filed, and directly implicated Appellant's constitutional right to meaningful appellate review of the foreclosure judgment.

The trial court did not rule on the motion for 46 days. Instead, the Master-in-Equity waited until September 8, 2026, the exact day of the judicial sale, to issue a ruling. The ruling was not served on Appellant, was not provided in any written order, and appeared only as a brief notation in the Form 4C filed that morning.

The Form 4C states:

"Defendant's motion to reconsider and stay judgment is denied. The matter is under appeal and this court does not have jurisdiction to address the other issues raised in defendant's motion. The appeals court has not entered supersedeas in this matter as of this date." Form 4C, filed September 8, 2026.

Appellant learned of the denial only by later checking the electronic case file.

IV. STANDARD OF REVIEW

This appeal presents both questions of law and questions of fact.

Questions of law, including the interpretation of rules and statutes, are reviewed de novo. The Court of Appeals owes no deference to the trial court's legal conclusions. *See Charlotte-Mecklenburg Hosp. Auth. v. S.C. Dep't of Health & Envtl. Control*, 387 S.C. 265, 267, 692 S.E.2d 894, 895 (2010).

Evidentiary rulings, including the admission of evidence under Rule 901, SCRE, and the exclusion of evidence under Rule 37(c)(1), SCRCP, are reviewed under an abuse of discretion standard. An abuse of discretion occurs when the trial court's ruling is controlled by an error of law or is based on factual conclusions without evidentiary support.

Findings of fact in a case tried without a jury, including a Master-in-Equity proceeding, are reviewed under the clearly erroneous standard. Under this standard, the appellate court will not disturb findings of fact unless they are without evidentiary support. *See* Rule 52(a), SCRCP; *Charlotte-Mecklenburg*, 387 S.C. at 267, 692 S.E.2d at 895.

Constitutional issues, including due process violations, are reviewed de novo. *See* Article I, Section 3, S.C. Constitution.

The trial court's jurisdiction is a threshold question reviewed de novo. *See* S.C. Code Ann. § 14-3-330; S.C. Code Ann. § 14-8-200; Rule 201(a), SCACR; Rule 203(b)(1), SCACR (governing the time for serving notice of appeal and the triggering event for appellate deadlines).

V. ARGUMENT

A. The Trial Court Erred by Conducting an Evidentiary Hearing Without Providing Advance Notice to Appellant

The trial court conducted an evidentiary hearing on April 22, 2026, without providing Appellant advance notice that witnesses or exhibits would be presented. The Notice of Hearing stated only that a hearing to determine whether Respondent is entitled to a judgment of foreclosure would be held. The Notice did not state the word "evidentiary." At pages 88-89 of the transcript, Appellant stated:

"I do have to restate again, Your Honor, my notice does not say evidentiary. I am woefully unprepared to present a case on my behalf, and I do feel like that's — I'm getting kind of short-changed to that regard."

The Court acknowledged the issue but did not grant a continuance. At the commencement of the hearing, the Court announced it would conduct an evidentiary hearing. (Tr. 4). Appellant objected:

"I disagree with that, Your Honor, respectfully. The record's been silent since December... The only relevant issue here... is proof of standing." (Tr. 5).

Appellant further objected:

"For the record, Your Honor, my objection is that in the four months preceding, SAFE has filed no response/submitted no evidence. I object to any attempt to introduce new argument, documents, or evidence at this stage, because it's outside the record and procedurally improper." (Tr. 7).

The failure to provide advance notice violated Rule 43, SCRCP, which governs the taking of testimony at hearings, and the due process guarantees of Article I, Sections 3 and 22 of the South Carolina Constitution. Article I, Section 22 provides that no person shall be finally bound by a

judicial decision affecting private rights except on due notice and an opportunity to be heard. Appellant received neither. Furthermore, a party is entitled to notice before testimony is taken. A litigant cannot be bound by an evidentiary hearing of which he received no advance notice that evidence and witnesses would be presented.

The failure to provide advance notice also violated Article I, Sections 3 and 22 of the South Carolina Constitution. Article I, Section 3 provides: "*No person shall be... deprived of life, liberty, or property without due process of law.*" Article I, Section 22 provides: "*No person shall be finally bound by a judicial or quasi-judicial decision of an administrative agency affecting private rights except on due notice and an opportunity to be heard.*" The United States Supreme Court has held that notice must be "*reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.*" *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

The error was not harmless. Appellant was forced to cross-examine witnesses without preparation, to serve as his own witness, and to respond to expert-level questioning. The absence of notice foreclosed Appellant's ability to secure Mr. Esquivel as a witness, to retain a forensic document examiner, and to prepare meaningful cross-examination.

The loss of one's residence through foreclosure constitutes irreparable harm, as real property is unique and monetary damages cannot restore the specific parcel. *See* Rule 65, SCRCF (equitable relief available where harm cannot be remedied by damages); *see also* S.C. Code Ann. § 29-3-600 *et seq.*

The trial court's failure to provide advance notice of an evidentiary hearing violated Rule 43, SCRCPP, and Article I, Section 3 of the South Carolina Constitution. This Court should reverse the Final Order.

B. The Trial Court Erred by Admitting Undisclosed Witnesses in Violation of Rule 37(c)(1), SCRCPP

Respondent introduced two witnesses, Steven Heinemann and Anne Self, without any prior disclosure. Respondent filed no witness list, no exhibit list, and no Rule 26 disclosures prior to the hearing.

Rule 26(a)(1)(A), SCRCPP requires a party to provide "the name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims." Respondent provided no such disclosure. Under Rule 26(e), SCRCPP, Respondent had a continuing duty to supplement its disclosures. Respondent did neither.

Rule 37(c)(1), SCRCPP provides the remedy:

"A party who fails to make required disclosures under this rule may not, unless the failure is substantially justified or is harmless, be permitted to use as evidence at trial, at a hearing, or on a motion any witness or information not so disclosed."

At the hearing, the Court admitted the witnesses over Appellant's objection. (Tr. 5-8, 47, 88-89). The Court made no finding that the failure to disclose was substantially justified or harmless.

The failure to disclose was not harmless. Appellant was forced to cross-examine witnesses he had never identified, with no advance knowledge of their identities, qualifications, or expected testimony. Appellant had no opportunity to prepare rebuttal witnesses or to conduct discovery regarding the witnesses' backgrounds or potential impeachment evidence.

The plain language of Rule 37(c)(1) extends the exclusion remedy explicitly to "a hearing." The April 22 hearing falls squarely within this scope. The Advisory Committee Notes to Rule 37(c)(1) confirm that the sanction of exclusion is automatic unless the non-disclosing party carries its burden of proving substantial justification or harmlessness. Respondent has carried no such burden.

The trial court's admission of undisclosed witnesses violated Rule 37(c)(1), SCRCP, and constituted an abuse of discretion. This Court should reverse the Final Order and strike the testimony of Steven Heinemann and Anne Self.

C. The Trial Court Erred by Admitting the Purported Original Promissory Note Without Proper Authentication Under Rule 901, SCRE

The trial court admitted the purported original Promissory Note without proper authentication. Rule 901(a), SCRE provides: "The requirement of authentication or identification as a condition precedent to admissibility is satisfied by evidence sufficient to support a finding that the matter in question is what its proponent claims."

The witness who testified about the Note, Steven Heinemann, admitted he was not present at the closing (Tr. 19: *"I was not in attendance"*). He testified only that he *"would expect"* the signature is Appellant's (Tr. 14: *"I would expect that that is"*). No witness with personal knowledge of the Note's execution or chain of custody testified.

Rule 901(b)(1), SCRE requires authentication by a "witness with knowledge" that the item is what it is claimed to be. Rule 901(b)(2), SCRE requires that non-expert handwriting authentication be based upon familiarity "not acquired for purposes of the litigation." A witness who

testifies only that he "would expect" a signature to be the defendant's, without prior familiarity with that person's signature, does not satisfy either standard.

Heinemann was not offered as a records custodian under Rule 803(6), SCRE. He did not testify about the system of record, data boarding, or the reliability of any data migration. His testimony about the Note was therefore incompetent as a matter of law and cannot serve as authentication under Rule 901.

Additionally, Heinemann testified that original Notes are kept in a "fireproof cabinet." (Tr. 26). This fails to satisfy NCUA or federal standards for the storage of original negotiable instruments, further undermining authentication and chain of custody.

Further, the Court allowed SAFE to retain the original Note rather than placing it in the Court's custody. (Tr. 25: *"I'm going to allow those to remain with the plaintiff because of their significance."*). Appellant directly challenged this at the hearing: *"Is there an alternative to safekeeping those documents? Does the Court have an evidence locker of some sort?"* (Tr. 22). The Court acknowledged it had no evidence locker and allowed SAFE to retain the original Note. This violated basic evidence-handling protocol, further destroyed chain of custody, and constituted a structural evidentiary failure. The Note was never properly part of the judicial record, making the Court's factual finding that Appellant "admitted authenticity" even more indefensible.

The authentication failure is not merely procedural. Under S.C. Code Ann. § 36-3-301, only a "person entitled to enforce" a negotiable instrument, which requires being a holder (possession plus indorsement), can enforce a promissory note. If Heinemann cannot authenticate the Note and cannot

establish chain of possession, Respondent has not established its § 36-3-301 status. The authentication failure goes directly to the substantive question of standing.

SAFE's witness also testified that SAFE uses Fannie Mae and Freddie Mac forms. (Tr. 21: "*We use those forms because they are approved... to fill liquidity purposes.*"). This is significant because if SAFE does not sell its loans, there is no reason to use Fannie Mae forms. This supports the Esquivel Affidavit's assertion that the loan was securitized and further calls into question the authenticity and chain of custody of the purported original Note.

This Court has held that "[a] party seeking to enforce a Promissory Note must prove it is the holder or otherwise entitled to enforce under § 36-3-301." *Bank of America, N.A. v. Draper*, 405 S.C. 214, 219, 747 S.E.2d 436, 439 (Ct. App. 2013). Respondent's failure to authenticate the Note and establish holder status is fatal to its claim.

The trial court's admission of the purported Note without authentication violated Rule 901, SCRE, and constituted an abuse of discretion. This Court should reverse the Final Order and strike the Note from the record.

D. The Trial Court Erred by Converting the Proceeding to a De Facto Bench Trial Without Issuing Written Findings Under Rule 52(a), SCRPC

By receiving live witness testimony, making credibility determinations, and admitting physical exhibits, the trial court converted the summary judgment proceeding to a de facto bench trial on the merits. The Court received direct testimony from Steven Heinemann under oath (Tr. 12-54); received direct testimony from Anne Self under oath (Tr. 57-70); made

credibility determinations about these witnesses; admitted physical exhibits over Appellant's objection (Tr. 14-15, 33, 38, 47); and permitted cross-examination of Appellant (Tr. 104-111).

Having conducted a de facto bench trial, the Court was required under Rule 52(a), SCRPC, to "find the facts specially and state separately its conclusions of law thereon." The Court did not issue any written findings of fact or conclusions of law. The absence of such findings renders appellate review impossible and requires remand.

A final judgment is one that "disposes of the whole subject matter of the action or terminates the particular proceeding or action, leaving nothing to be done but to enforce by execution what has been determined." *Charlotte-Mecklenburg Hosp. Auth. v. S.C. Dep't of Health & Envtl. Control*, 387 S.C. 265, 267, 692 S.E.2d 894, 895 (2010). "[I]f there is some further act which must be done by the court prior to a determination of the rights of the parties, the order is interlocutory." *Id.*

The Ruling Memorandum expressly requires a further act, namely the preparation and entry of a proposed order, before the rights of the parties are determined. That makes it interlocutory by definition under *Charlotte-Mecklenburg* and leaves Appellant without appellate recourse.

The Rule 52(a) requirement is not discretionary. It is mandatory. The South Carolina Supreme Court has consistently held that failure to make required findings under Rule 52(a) is reversible error.

The trial court's failure to comply with Rule 52(a) is particularly problematic here because the Court received conflicting evidence. Respondent's witnesses testified that the loan had not been transferred. Appellant's un rebutted Esquivel Affidavit stated that it had. Without written

findings, it is impossible to know which evidence the Court credited and why.

The trial court's failure to issue written findings of fact and conclusions of law violated Rule 52(a), SCRCP. This Court should reverse the Final Order and remand for findings, or in the alternative, vacate the Final Order.

E. The Trial Court Erred by Disregarding Appellant's Unrebutted Forensic Affidavit

Appellant filed a sworn forensic affidavit (the "Esquivel Affidavit") on December 15, 2025, addressing the Note's chain of title, securitization, and Respondent's standing to enforce. Respondent filed no responsive affidavit, no evidentiary objection, and no rebuttal.

On December 30, 2025, Appellant filed a Notice of Non-Response, formally documenting the affidavit's unrebutted status and invoking Rule 56(e), SCRCP, and Rule 201, SCRE.

At the April 22, 2026 hearing, Respondent's counsel stated: "*I really have no objection to it being reviewed by the Court. I don't think the weight of it is persuasive.*" (Tr. 115). This is not a rebuttal. It is not an affidavit. It is not competent evidence. It is advocacy, not evidence.

When the Court asked Respondent's counsel why he had not responded to the Esquivel Affidavit, counsel stated:

"There's no rule that says I have to respond to a Rule 12 motion or a Rule 56 motion." (Tr. 6).

This statement is legally false. Under Rule 56(e), SCRCP, "[i]f a party fails to properly address another party's assertion of fact as required by Rule 56(c), the court may... consider the fact undisputed for purposes of the

motion." *See also Klippel v. Mid-Carolina Oil, Inc.*, 303 S.C. 127, 129, 399 S.E.2d 163, 164 (Ct. App. 1990) ("Under Rule 56, SCRCP, when a party makes a motion for summary judgment and supports it by affidavits the adverse party may not rest on the allegations of his pleadings but must respond by affidavits or other evidence demonstrating a genuine issue of material fact"). *See also State ex rel. Easter v. Maybank*, 191 S.C. 511, 5 S.E.2d 282 (1939) (recognizing that a public official is subject to a writ of mandamus to compel the performance of a purely ministerial duty, a principle that applies with equal force to a court's duty to rule on a pending motion).

SAFE's counsel openly refused to rebut the Esquivel Affidavit, admitted he provided no Rule 56(e) evidence, admitted he provided no Rule 12(b) response, and admitted he provided no evidentiary rebuttal for over four months (or longer considering the federal case). The Court accepted this refusal without analysis. The Final Order contradicts the transcript by implying SAFE rebutted the affidavit.

The Esquivel Affidavit is competent evidence under Rule 56(e). The affiant is a licensed private investigator with training in mortgage securitization audits. The affidavit states specific facts based on forensic audit of publicly filed SEC documents and industry databases: the loan number, the trust name (Fannie Mae REMIC Trust 2022-28), the date of transfer, and the custodial chain.

Under *Bovain v. Canal Insurance*, 383 S.C. 100, 105, 678 S.E.2d 422, 424 (2009), a trial court may grant summary judgment only if "there is no genuine issue as to any material fact." Appellant's unrebutted forensic affidavit creates, at minimum, a genuine issue of material fact regarding Respondent's standing to enforce the Note under S.C. Code Ann. § 36-3-301.

The existence of a genuine issue of material fact precludes summary judgment as a matter of law. *See State ex rel. Port Royal Mining Co. v. Hagood*, 30 S.C. 519, 9 S.E. 686 (1889) (mandamus is the highest judicial writ and issues only where there is a specific legal right to be enforced, a positive duty to be performed, and no other adequate remedy). *See also State ex rel. Easler v. Maybank*, 191 S.C. 511, 5 S.E.2d 282 (1939) (recognizing that a public official is subject to a writ of mandamus to compel the performance of a purely ministerial duty, a principle that applies with equal force to a court's duty to rule on a pending motion).

The trial court's failure to address the un rebutted affidavit violated Rule 56(e), SCRCP, and constituted reversible error. This Court should reverse the Final Order and remand for consideration of the affidavit.

F. The Trial Court Erred by Denying Appellant's Motion to Strike Without Analysis or Reasoning

On April 30, 2026, Appellant filed a Motion to Strike Undisclosed Witness Testimony and Purported Original Note. The Motion raised four independent grounds: Rule 26/37 witness disclosure violation; Rule 901 authentication failure; lack of notice and conversion to evidentiary proceeding; and un rebutted affidavit disregarded.

The Final Order denies the Motion to Strike in a single sentence: "*The Court denies this motion.*" (Final Order ¶ 18). The Court did not address any of the grounds raised.

Under Rule 52(a), SCRCP, the Court was required to "find the facts specially and state separately its conclusions of law." The complete absence of analysis is reversible error.

Under *Jones v. Lott*, 387 S.C. 339, 346, 692 S.E.2d 900, 903 (2010), issues must be "raised to and ruled on by the lower court" for appellate

review. Appellant raised the issues in his Motion to Strike. The Court did not rule on them. This leaves the appellate record incomplete and deprives Appellant of a meaningful ruling on the merits of his Motion.

The trial court's summary denial of the Motion to Strike without analysis violated Rule 52(a), SCRCP, and constituted reversible error. This Court should reverse the Final Order.

G. The Trial Court Erred by Awarding Attorney's Fees Without Making the Required Findings Under *Glasscock v. Glasscock*

The trial court awarded attorney's fees in the amount of \$30,000.00 without making the required findings under *Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991). The Court stated: "*I find that the fees and costs are reasonable and in line with those customarily charged for similar professional services in this Court.*" (Final Order ¶ 7). This single conclusory statement does not satisfy *Glasscock*.

Under *Glasscock*, a court must consider the following six factors: the nature, extent, and difficulty of the case; the time necessarily devoted to the case; the professional standing of counsel; the contingency of compensation; the beneficial results obtained; and the customary legal fees for similar services.

The trial court did not address any of these factors. It made no findings regarding the nature or difficulty of the case, the time necessarily devoted, counsel's professional standing, the contingency of compensation, the beneficial results obtained, or the customary legal fees in Sumter County.

The failure to make the required *Glasscock* findings is reversible error. *See Glasscock*, 304 S.C. at 163-64, 403 S.E.2d at 316-17 ("We hold that a fee award must be based upon a reasonable hourly fee... Applying the above six factors to determine an appropriate fee award...").

The trial court's failure to make the required *Glasscock* findings violated established South Carolina law. This Court should reverse the attorney's fee award.

H. The Trial Court Erred by Relying on Post-Hearing Evidence Submitted Without Leave of Court

On July 22, 2026, one day before the Final Order was entered, Respondent filed an Affidavit of Statement of Account from Amanda Pack. This affidavit was filed after the April 22, 2026 hearing was closed. The affidavit increased the debt figures beyond what was testified to at the hearing.

Under South Carolina law, once the evidentiary record is closed, it cannot be supplemented without a motion to reopen or a new hearing. *See* Rule 43, SCRCPP (governing the taking of testimony and the scope of the evidentiary record). *See also* Rule 6(d), SCRCPP (requiring notice and opportunity to respond to affidavits used in motions).

The admission of post-hearing evidence without notice or opportunity to respond violates Rule 43, SCRCPP, and the due process guarantee of Article I, Section 3 and 22 of the South Carolina Constitution. Article I, Section 22 guarantees that no person shall be finally bound by a judicial decision affecting private rights except on due notice and an opportunity to be heard. A party who is denied the opportunity to cross-examine or rebut evidence used against them is denied the fundamental right to be heard.

A final judgment is one that "disposes of the whole subject matter of the action or terminates the particular proceeding or action, leaving nothing to be done but to enforce by execution what has been determined." *Charlotte-Mecklenburg Hosp. Auth. v. S.C. Dep't of Health & Envtl. Control*, 387 S.C. 265, 267, 692 S.E.2d 894, 895 (2010). "[I]f there is

some further act which must be done by the court prior to a determination of the rights of the parties, the order is interlocutory." *Id.* Here, the post-hearing affidavit was submitted after the hearing was closed, without notice to Appellant and without opportunity to respond. This violates due process.

The trial court's reliance on post-hearing evidence submitted without leave of court violated Rule 43, SCRPC, and due process. This Court should strike the post-hearing affidavit.

I. The Trial Court Erred by Making Findings of Fact Directly Contradicted by the Transcript

The Final Order contains findings of fact that are directly contradicted by the hearing transcript.

The Final Order states:

"Upon review of the original Note and the true and accurate copy of the Note admitted into evidence, Rogers admitted the authenticity of the Note, its terms, and that he signed the document." (Final Order ¶ 20).

The transcript shows the opposite. At page 19, Appellant stated:

"I am not confirming those are the original documents."

This is a direct contradiction. Appellant did not admit the authenticity of the Note. He expressly declined to confirm it. The Court's finding is factually erroneous.

This error is not harmless. The authenticity of the Note is central to Respondent's standing to enforce it under S.C. Code Ann. § 36-3-301. The Court's erroneous finding that Appellant admitted authenticity relieved Respondent of its burden to authenticate the Note under Rule 901, SCRE. This is reversible error. *See State v. Woods*, 282 S.C. 18, 20, 316 S.E.2d 673,

674 (1984) (a party is entitled to a ruling based on the record, not findings contradicted by the record).

Other findings in the Final Order are also contradicted by the record. The Order states SAFE does not sell its mortgage loans. The Esquivel Affidavit states the opposite. The Order states SAFE has standing. The un rebutted Esquivel Affidavit states the opposite. The Order states authentication was established. The transcript shows Heinemann was not at the closing and only "would expect" the signature was Appellant's. Additionally, the Court's acceptance of SAFE counsel's statement that he had "no obligation to rebut" the affidavit (Tr. 6) is contradicted by Rule 56(e), SCRCP, which requires a response to a supported summary judgment motion.

The trial court's findings of fact are not supported by the record and are directly contradicted by the transcript. This Court should reverse the Final Order.

J. The Final Order Was Drafted by Opposing Counsel and Lacks Independent Judicial Analysis

The Ruling Memorandum issued June 5, 2026, directed Respondent's counsel to prepare a proposed order. The Memorandum stated: *"I am asking Mr. Brannon to prepare a proposed order incorporating the above and submitting same to me via e-filing for execution."*

The Final Order bears all the hallmarks of being drafted entirely by opposing counsel. It adopts Respondent's narrative wholesale, contains factual inaccuracies, and lacks independent judicial analysis. The most notable factual inaccuracy is the finding that Appellant *"admitted the authenticity of the Note,"* which is directly contradicted by the transcript.

The Ruling Memorandum also improperly relied on federal court findings, stating: "*The federal court decision includes consideration of...*" (Ruling Memorandum, p. 2). Federal magistrate recommendations are not binding, federal dismissals do not resolve state foreclosure issues, federal findings cannot substitute for state findings, and the Court improperly imported findings from a different case into this proceeding. This cross-jurisdictional contamination defect further demonstrates the lack of independent judicial analysis.

Rule 52(a), SCRCP requires the court to "find the facts specially and state separately its conclusions of law." An order prepared entirely by one party and adopted without modification does not reflect independent judicial fact-finding. Where the Order adopts Respondent's characterization of Appellant's testimony verbatim, despite the transcript directly contradicting that characterization, the Order fails to satisfy the Rule 52(a) standard and raises serious concerns about whether it reflects the Court's independent judgment.

The delegation of judicial decision-making to a party is fundamentally incompatible with the role of a neutral arbiter. An order prepared entirely by one party and adopted without modification does not reflect independent judicial fact-finding. *See Kelsey v. House of Blues Myrtle Beach Restaurant Corp.*, 2024-UP-064 (S.C. Ct. App. Feb. 21, 2024) (holding that the circuit court erred in granting a Rule 12(b)(6) motion without converting it to a summary judgment motion and providing the parties with an opportunity to respond; the principle that orders must reflect independent judicial analysis applies with equal force here). The trial court's failure to exercise independent judgment in entering the Final Order constitutes reversible error. The Court's acceptance of SAFE counsel's false statement that he had no

obligation to rebut the affidavit (Tr. 6) further demonstrates the absence of independent judicial analysis.

K. The Trial Court Erred by Converting Appellant's Motion for Summary Judgment to an Evidentiary Proceeding Without Providing the Required Notice Under Rule 56(c), SCRCP

At the April 22, 2026 hearing, the Court stated:

"If they have the note... that impacts any analysis under the motion to dismiss and/or the motion for summary judgment." (Tr. 7).

This statement demonstrates that the Court converted Appellant's Motion for Summary Judgment to an evidentiary proceeding without providing the required notice under Rule 56(c), SCRCP. Rule 56(c), SCRCP explicitly requires that a motion for summary judgment "shall be served at least 10 days before the time fixed for the hearing." The Court effectively converted the summary judgment hearing into an evidentiary proceeding without giving Appellant the required notice.

When a court considers matters outside the pleadings in connection with a motion to dismiss or summary judgment, it must convert the motion and provide the parties with a reasonable opportunity to respond. As the South Carolina Supreme Court held in *Brown v. Leverette*, 291 S.C. 364, 367, 353 S.E.2d 697, 698-99 (1987):

"Rule 12(b)(6) of the South Carolina Rules of Civil Procedure provides in pertinent part that: '[I]f on a motion asserting the defense numbered (6) to dismiss for failure to state facts sufficient to constitute a cause of action, matters outside the pleading are presented to and not excluded by the Court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56.'"

The Court further held:

"It is our view the language of the Rule is clear, and it states plainly that the trial court may treat a 12(b)(6) motion as a motion for summary judgment and consider matters presented outside of the pleadings if the parties are afforded a reasonable opportunity to respond to such matters in accordance with Rule 56(c) and (e) The notice provisions in Rule 56 are incorporated into Rule 12(b)(6)."

Here, the Court considered matters outside the pleadings, specifically witness testimony and the purported original Note, in resolving the pending motions. The Court did not provide Appellant any notice that it would treat the motions as summary judgment motions, nor did it provide an opportunity to respond under Rule 56(c) and (e). As in *Brown*, the first indication that outside matters would be used was the proceeding itself. This is reversible error.

This principle has been reaffirmed by the South Carolina Court of Appeals. In *Kelsey v. House of Blues Myrtle Beach Restaurant Corp.*, 2024-UP-064 (S.C. Ct. App. Feb. 21, 2024), the Court held:

"Because House of Blues was not on notice the motion to dismiss would be converted to a motion for summary judgment, House of Blues was not provided a reasonable opportunity to respond to Throttlefest's arguments."

The Court further quoted Rule 12(b), SCRCP:

"If, on a motion [pursuant to Rule 12(b)(6)] to dismiss for failure of the pleading to state facts sufficient to constitute a cause of action, matters outside the pleading are presented to and not excluded by the [c]ourt, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56[, SCRCP,] and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56."

The same reasoning applies here. The Court considered matters outside the pleadings without providing Appellant notice or a reasonable opportunity to respond. Appellant was not on notice that his Motion for Summary Judgment would be converted to an evidentiary proceeding. This is reversible error.

The failure to give proper notice is reversible error when it wrongfully denies the opportunity to submit affidavits or evidence and thereby causes prejudice to the opposing party. In *Loftis v. South Carolina Electric and Gas Co.*, 360 S.C. 433, 440, 602 S.E.2d 399, 402 (Ct. App. 2004), the Court held that failure to give written notice of a motion hearing is reversible error when it "wrongfully denie[s] the opportunity to submit affidavits, documents or testimony opposing . . . the motion" and thereby causes prejudice to the opposing party. Because the hearing was converted into a de facto trial without the written notice required by Rule 56(c), Appellant was deprived of the opportunity to marshal evidence, secure witnesses, and prepare cross-examination, resulting in clear prejudice. Here, Appellant was denied the opportunity to present affidavits or secure Mr. Esquivel's testimony, resulting in clear prejudice.

This violation is distinct from the lack of notice of the evidentiary nature of the hearing (Issue 1) and the failure to issue written findings under Rule 52(a) (Issue 4). It is a separate procedural defect that is reversible on its own merits.

The Court's statement that the note "*impacts any analysis under the motion to dismiss and/or the motion for summary judgment*" confirms that the Court was treating the motion as a summary judgment hearing while simultaneously conducting an evidentiary proceeding without giving Appellant the required notice under Rule 56(c).

The trial court's failure to provide the required notice under Rule 56(c), SCRCF, constitutes reversible error. *See Brown v. Leverette*, 291 S.C. 364, 353 S.E.2d 697 (1987); *Kelsey v. House of Blues Myrtle Beach Restaurant Corp.*, 2024-UP-064 (S.C. Ct. App. Feb. 21, 2024); *Loftis v. South Carolina Electric and Gas Co.*, 360 S.C. 433, 602 S.E.2d 399 (Ct. App. 2004). This Court should reverse the Final Order.

L. The Trial Court Erred by Failing to Rule on Appellant's Motion to Stay Until the Day of the Judicial Sale, Failing to Serve Appellant, Creating Self-Inflicted Prejudice, and Depriving Appellant of Meaningful Appellate Review

On July 24, 2026, Appellant filed a Motion to Stay Enforcement Pending Appeal in the trial court. The motion was timely, properly filed, and directly implicated Appellant's constitutional right to meaningful appellate review of the foreclosure judgment. The trial court did not rule on the motion for 46 days. Instead, the Master-in-Equity waited until September 8, 2026, the exact day of the judicial sale, to issue a ruling. The ruling was not served on Appellant, was not provided in any written order, and appeared only as a brief notation in the Form 4C filed that morning.

The Court of Appeals has already noted that the denial of the Motion to Stay occurred on the date of the judicial sale, confirming that the ruling existed only as a docket entry and was never served or transmitted to Appellant. (Appellate Case No. 2026-001648, Order dated September 17, 2026). This confirms that the defect is already recognized at the appellate level.

This delay and lack of service created self-inflicted prejudice and deprived Appellant of any meaningful opportunity to obtain judicial review of the stay issue before the sale occurred.

South Carolina courts recognize that trial courts must act on motions affecting appellate rights in a timely manner. Failure to do so constitutes a denial of due process. *See Charlotte-Mecklenburg Hosp. Auth. v. S.C. Dep't of Health & Envtl. Control*, 387 S.C. 265, 267, 692 S.E.2d 894, 895 (2010) (courts must act within the bounds of procedural fairness); *State v. Woods*, 282 S.C. 18, 20, 316 S.E.2d 673, 674 (1984) (litigants are entitled to rulings based on the record and procedural regularity).

A Motion to Stay is not a collateral matter. It determines whether the judgment will be enforced before appellate review occurs. A trial court's failure to rule promptly, or to serve its ruling, deprives the appellant of the ability to seek appellate intervention before enforcement.

The Master's 46-day delay created structural prejudice. The delay prevented Appellant from seeking appellate review of the stay issue before the sale. The delay allowed the sale to proceed without any judicial determination of whether enforcement should be paused. The delay forced Appellant into a procedural impossibility: the sale occurred before any stay ruling existed to challenge. The delay deprived Appellant of the constitutional right to meaningful appellate review under Article I, Sections 3 and 22 of the South Carolina Constitution. And because the ruling was never served, Appellant had no notice of the denial and no opportunity to seek reconsideration or emergency relief.

South Carolina courts have repeatedly held that due process requires a meaningful opportunity to be heard. A stay motion that is not ruled upon, or served, until the moment enforcement occurs is not meaningful. It is illusory.

The Master's delay also undermined the procedure established by Rule 225, SCACR. Rule 225(b) provides that a party seeking a stay pending appeal in a case not automatically stayed may move the lower court for a

stay, and if the lower court denies the motion or fails to act on it, the party may petition the appellate court for a stay. Here, Appellant filed a Motion to Stay in the trial court on July 24, 2026. The trial court did not rule on the motion for 46 days. It did not rule until the day of the judicial sale. This delay prevented Appellant from obtaining a trial court ruling in time to seek meaningful appellate relief before the sale. The Court of Appeals was left to consider a petition for supersedeas without the benefit of any trial court ruling on the stay motion. The Master's delay deprived Appellant of the procedural mechanism Rule 225 provides.

The timing and manner of the ruling also demonstrate self-created prejudice. The Master had full authority to rule on the Motion to Stay at any time between July 24 and September 8. He did not. Instead, he waited until the very moment enforcement occurred. The ruling appeared only as a brief notation in the Form 4C filed the morning of the sale. No written order was issued, and no service was made on Appellant as required by Rule 5(a), SCRCF.

The Form 4C states:

"Defendant's motion to reconsider and stay judgment is denied. The matter is under appeal and this court does not have jurisdiction to address the other issues raised in defendant's motion. The appeals court has not entered supersedeas in this matter as of this date." (Form 4C, filed September 8, 2026).

This is not a written order. It is not a judicial ruling. It is a notation in a form used for judgment enrollment. It was not served on Appellant.

By delaying and failing to serve the ruling, the Master ensured that Appellant could not seek appellate review of the stay ruling, that the sale would proceed without judicial consideration of whether enforcement should be paused, that the stay motion became functionally useless, and that

Appellant was deprived of notice and the ability to seek timely relief. This constitutes self-created prejudice, a recognized due process violation in South Carolina jurisprudence. *See State ex rel. Easler v. Maybank*, 191 S.C. 511, 5 S.E.2d 282 (1939) (courts may not create procedural circumstances that deprive litigants of rights); *Port Royal Mining Co. v. Hagood*, 30 S.C. 519, 9 S.E. 686 (1889) (judicial delay that destroys a party's rights is reversible error).

Counterclaim Plaintiff may argue that the Motion to Stay was properly denied because Appellant failed to post the bond required by S.C. Code Ann. § 18-9-170. However, Appellant could not post a bond for a motion that had not been ruled upon. The trial court's failure to rule on the Motion to Stay until the day of the sale deprived Appellant of the opportunity to comply with any bond requirement the court might have imposed. A party cannot be faulted for failing to comply with a requirement that was never communicated to them.

Because the Master's delay and failure to serve the ruling deprived Appellant of meaningful appellate review and allowed enforcement to proceed without judicial consideration of the stay motion, the foreclosure sale occurred under a cloud of procedural irregularity. A foreclosure judgment enforced without due process is reversible. *See Brown v. Leverette*, 291 S.C. 364, 353 S.E.2d 697 (1987) (due process violations require reversal); *Loftis v. S.C. Elec. & Gas Co.*, 360 S.C. 433, 602 S.E.2d 399 (Ct. App. 2004) (judgments entered without procedural fairness cannot stand).

The Master's failure to rule, and failure to serve the ruling, until the day of sale is a structural defect requiring reversal of the foreclosure order.

VI. CONCLUSION

For the foregoing reasons, Appellant respectfully requests that this Court reverse the Master in Equity's Order and Judgment of Foreclosure and Sale; vacate the Final Order and remand for findings consistent with Rule 52(a), SCRCP; reverse the award of attorney's fees; strike the post-hearing affidavit of Amanda Pack; and grant such other and further relief as this Court deems just and proper.

Even if any individual error were deemed insufficient to warrant reversal, the cumulative effect of the trial court's procedural and evidentiary errors requires reversal. The cumulative impact of the lack of notice, admission of undisclosed witnesses, authentication failure, disregard of the un rebutted affidavit, absence of written findings, and adoption of an order drafted by opposing counsel collectively deprived Appellant of a fair proceeding and a meaningful opportunity to be heard.

NOTE REGARDING THE RECORD ON APPEAL

Appellant has already filed the Designation of Matter Form 14 request (August 5, 2026), and a reminder Notice (September 14, 2026) with the trial court clerk. To date, the Record on Appeal has not yet been transmitted.

Respectfully submitted this 9 day of October, 2026.

/s/ Christopher J. Rogers

Christopher J. Rogers, Pro Se

20 Doe Court

Wedgefield, South Carolina 29168

Ph: (803) 883-8196

ascdmtl2023@gmail.com

CERTIFICATE OF SERVICE

I, Christopher J. Rogers, hereby certify that on this 6 day of October, 2026, I served a true and correct copy of the foregoing Appellant's Initial Brief upon counsel for Respondent by depositing same in the United States Mail, first-class postage prepaid, addressed to:

Kyle A. Brannon, Esq.
MAYNARD NEXSEN PC
1230 Main Street, Suite 700
Columbia, South Carolina 29201

RECEIVED
OCT 06 2026
SC Court of Appeals

/s/ Christopher J. Rogers
Christopher J. Rogers, Pro Se

RECEIVED
OCT 06 2026
SC Court of Appeals

CERTIFICATE OF COMPLIANCE

Pursuant to Rule 211(b), SCACR, I certify that this brief complies with the requirements of Rule 211(b), SCACR. This brief contains 8,409 words, excluding the Table of Contents, Table of Authorities, and certificates.

/s/ Christopher J. Rogers
Christopher J. Rogers, Pro Se

EXHIBITS

Exhibit	Document
Exhibit A	Notice of Hearing, filed April 2, 2026
Exhibit B	Esquivel Affidavit, filed December 15, 2025
Exhibit C	Notice of Sale, published in The Sumter Item, dated July 23, 2026
Exhibit D	Form 4C, filed September 8, 2026
Exhibit E	Court of Appeals Order, dated September 17, 2026

“Exhibit A”

Notice of Hearing, filed April 2, 2026

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

IN THE COURT OF COMMON PLEAS

Christopher J. Rogers,
Plaintiff,

Case No. 2024-CP-43-00300

vs.

SAFE Federal Credit Union,

Defendant,

NOTICE OF HEARING

SAFE Federal Credit Union,

Counterclaim Plaintiff,

vs.

Christopher J. Rogers,

Counterclaim Defendant.

TO: THE COUNTERCLAIM DEFENDANT ABOVE-NAMED

YOU WILL PLEASE TAKE NOTICE THAT a hearing to determine whether Counterclaim Plaintiff, SAFE Federal Credit Union is entitled to a judgment of foreclosure in the above-captioned action will be held on **Wednesday, April 22, 2026 at 11:00 a.m.** before The Honorable Michael M. Jordan, Master in Equity for Sumter County at the Sumter County Judicial Center, Courtroom 1A, 215 North Harvin Street, Sumter, South Carolina 29150.

s/ Kyle A. Brannon

Kyle A. Brannon

MAYNARD NEXSEN PC

1230 Main Street, Suite 700 (29201)

Post Office Box 2426

Columbia, South Carolina 29202

Phone: (803) 771-8900

Fax: (803) 253-8277

Attorneys for Plaintiff SAFE Federal Credit Union

April 2, 2026

Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

Christopher J. Rogers,

Plaintiff,

vs.

SAFE Federal Credit Union,

Defendant,

SAFE Federal Credit Union,

Counterclaim Plaintiff,

vs.

Christopher J. Rogers,

Counterclaim Defendant.

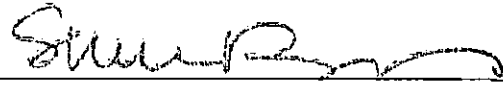
IN THE COURT OF COMMON PLEAS

Case No. 2024-CP-43-00300

CERTIFICATE OF SERVICE

I, Shannon Begley, of Maynard Nexsen PC, do hereby certify that a copy of the foregoing ***Notice of Hearing*** was served upon the following party by placing the same in the United States mail, first class postage prepaid, addressed as shown below, this 2nd day of April 2026 at Columbia, South Carolina.

Christopher J. Rogers
20 Doe Court
Wedgefield, SC 29168



Shannon Begley, Paralegal to
Kyle A. Brannon
MAYNARD NEXSEN PC
1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina 29202

“Exhibit B”

Esquivel Affidavit, filed December 15, 2025

REPORT REQUESTED BY:

Christopher Rogers

20 Doe Court

Wedgefield, SC 29168

AFFIDAVIT OF JOSEPH R. ESQUIVEL JR.

I, Joseph R. Esquivel Jr., declare as follows:

1. I am over the age of 18 years and qualified to make this Affidavit.

2. I am a licensed private investigator in the State of Texas, License #A20449.

3. I make this Affidavit based on my own personal knowledge.

4. I make this Affidavit in support of Mortgage Compliance Investigations Chain of Title Analysis & Mortgage Fraud Investigation requested by Christopher Rogers regarding the Loan Instruments and the associated real property located at 20 Doe Court, Wedgefield, SC 29168, as referenced in the Sumter County Record.

5. I have no direct or indirect interest in the outcome of the case at bar for which I am offering my observations.

6. I have personal knowledge and experience in the topic areas related to the securitization of mortgage loans, real property law, Uniform Commercial Code practices, predatory lending practices, assignment and assumption of securitized loans, creation of trusts under deeds of trust, pooling and servicing agreements, issuance of asset-backed securities and specifically mortgage-backed securities by special purpose vehicles in which an entity is named as trustee for holders of certificates of mortgage backed securities, the foreclosure process of securitized and non-securitized residential mortgages in both judicial and non-judicial states, and the various forms of foreclosure-related fraud.

7. I perform my research through the viewing of loan level data and Corporate/Trust Documents that have been obtained by Housing Mortgage Consultants (William McCaffrey). I then analyze the information for the purpose of the investigation.

8. I have the training, knowledge and experience to perform these searches and understand the meaning of these records and documents with very reliable accuracy.

9.I am available for court appearances,in person or via telephone for further clarification or explanation of the information provided herein,or for cross examination if necessary.

10.Mr.McCaffrey of Housing Mortgage Consultants is also available for court appearances,in person or via telephone,for further clarification or explanation of the information provided herein,or for cross examination if necessary.

11.I have been hired by Christopher Rogers to investigate and review documents pertaining to the property located at 20 Doe Court,Wedgefield,SC 29168.These documents have been obtained from the Sumter Register of Deed's Office and from the SAFE Federal Credit Union Those documents are as follows:

Exhibit	Document Name	Date Recorded	Document Number
A	Note Received from SAFE Federal Credit Union on October 11,2023.This is a unsigned copy sent to the homeowner	-Not Recorded -	0010048031
B	Original Note signed at closing from homeowner	-Not Recorded-	0010048031
C	Mortgage	April 19,2021	BK:1283 PG:5424-5449
D	Voluntary Liens Report	-Not Recorded-	
E	Pages 1-8 of Prospectus Supplement FNMA 2022-28	-Not Recorded-	

12.On March 30,2024,the Christopher Rogers payment stream(The Debt)was identified in the Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2022-28 ("FNMA 2022-28 Trust")This trust is a Special Purpose Vehicle (SPV)which was created for the purpose of issuing mortgage-backed securities.

13.The returns that are paid on the mortgage-backed securities are derived from"slices" ("tranches")of the pool of comingled payments."Pooling"(commingling)these trust assets to back financial instruments purportedly serve as the foundation for the instruments (as "securities")being offered and sold to secondary-market investors,in the process known as "securitization."

14.The information contained herein was derived by research through professional services,and by reviewing the Loan Level Data obtained from the Fannie Mae Pool Talk Online Portal on March 30,2024,by independent third-party securitization and banking expert,William McCaffrey (Housing Mortgage Consultants Inc.),who specializes in locating Residential Mortgage-Backed

Securities,(RMBS),and VA,FHA and GSE loans.Several identifying loan indicators were researched,including the loan number for the Christopher Rogers Loan (located on the Note, attached hereto as Exhibit"A"and"B").

15.Based on the research that I have conducted,the evidence shows,that the Christopher Rogers payment stream(The Debt)is currently in the Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2022-28 as shown by the information below,as of March 30,2024.

16.The Loan Level Data information for the Christopher Rogers loan below was obtained from the Fannie Mae Pool Talk Online Portal by an independent third party who specializes in locating Residential Mortgage-Backed Securities,(RMBS),and VA,FHA and GSE loans (Housing Mortgage Consultants),William McCaffrey on March 30,2024.

Search Results:- Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2022-28

Trust Closing date: May 31,2022.

This is the last date in which assets may be placed into the trust.

21306798376|N|0010048031|RETAILSAFE FEDERAL CREDIT UNIONSAFE FEDERAL CREDIT UNION|3.750|3.750|3.500|
000370900.00|000370900.00|360|06/2022|000|360|05/2052|080|085|01||688|NO|PURCHASE|SF
IPRIMARY|ISC|29168||INO|1717.70||PIIFANNIE MAE REMIC TRUST 2022-028

The information below was taken from above,put into a vertical column and the information was cross indexed with the Christopher Rogers Note and Mortgage to show the matching indicators information.

2
|306798376 -ID number for Trust

|N

10010048031 -Corresponding Loan Number- **Matches Note**

IRETAIL-Classification of Loan-Retail,Wholesale or Corresponding

ISAFE FEDERAL CREDIT UNION -Seller of Loan to Federal National Mortgage Association (Fannie Mae)- **Matches Lender on Note**

ISAFE FEDERAL CREDIT UNION -Current Servicer

1 |3.750-the actual interest rate that the loan was purchased at

2 |3.750 -Original Interest Rate -Matches Note

3 |3.500 -Triad Coupon Rate

4 |1000370900.00 -Original loan amount-Matches Note and Mortgage

5 |1000370900.00 -Premium Price sold to Federal National Mortgage Association

6 |360-Length of Loan in Months-Matches Note

7 |06/2022-Date of First Payment for loan -Matches Note

8 |1000

9 |360-Loan Amortization at 360 Months

10 |05/2052-Date of Maturity-Matches Note

11 |1080-LTV

12 |1085-LCTv

13 |01-Prepay Available -Yes -Matches Note

14 |688-FICO Score at time of signing

15 |NO -Refinance

16 |PURCHASE-(Type of Loan)vs Refinance

17 |SF-Single Family

18 |PRIMARY -Type of Residence

19 |SC-State Abbreviation -Matches Note and Mortgage

20 |29168-Property Zip Code

21 |NO

22 |1717.70-Monthly Payment-Matches Note

23 |P

24 |IFANNIE MAE REMIC TRUST 2022-028-Trust Series where the Payment Stream (The Debt)is
25 |located

26 |

27 |

28 |Affidavit of Joseph R.Esquivel,Jr.for-Christopher Rogers 20 Doe Court,Wedgefield,SC 29168

1 17. "Loan Level Data" refers to specific loan characteristics of the loan. Examples of different types
2 of specific data types would be "Loan number," "Original Balance," "Maturity Date," "Property
3 State," "Property Zip Code," "Property City," "Pool Number," and many more. Depending on
4 the information that was available when the information was inputted and entered into the data
5 platform, some loans would have more data available and others would have less.

6 18. Securitization is the process of "aggregating" (ie., commingling) the payments from a large
7 number of mortgage loans into what is called a "mortgage pool" and then selling "shares" (called
8 "certificates") to investors, who then receive "returns" over a specific time period. The "pool"
9 of commingled mortgage payments is "sliced" into "tranches" from which many different
10 "classes" of investments (with varying rates of "returns") are created, and subsequently offered
11 for sale by way of a "prospectus." Based on this information, Christopher Rogers's mortgage
12 payments ultimately flowed to and/or through the "pool" created by or on behalf of the
13 Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2022-28 Trust.
14 However, in my opinion, it is impossible to determine the exact amounts from any mortgage
15 payment paid out to any specific investor, as this was done after Christopher Rogers's payments
16 were commingled with other monies.

17 19. The indicators pertaining to the Christopher Rogers loan show that the payment stream (The
18 Debt) was securitized, however it was not done properly; and that Guaranteed REMIC Pass-
19 Through Certificates Fannie Mae REMIC Trust 2022-28 paid value for the Christopher Rogers
20 payment stream (The Debt) which was the right to collect future payments for the Christopher
21 Rogers mortgage loan.

22 20. Residential mortgage-backed securities, or RMBS, are bonds or notes created by securitization
23 that are backed by residential mortgages or residential real estate loans. RMBS originators are
24 typically financial institutions that originate residential real estate or residential mortgage loans,
25 including banks, building societies/savings & loans and mortgage finance companies. However,
26 issuers could also include government-guaranteed securities issued following bank bailouts, such
27 as TARP or TALF, and the Government Sponsored Enterprises Fannie Mae and Freddie Mac.

28 21. To create residential mortgage-backed securities, or RMBS, institutions sell pools of their loans
to a special-purpose vehicle, or SPV, which then sells the loans to a trust. The trust then
repackages the loans as interest-bearing securities and issues them. This true sale of the loans to

the SPV ensures that the RMBS is treated as bankruptcy-remote from the originator.

22. These trust entities are REMIC'S in which the IRS describes a (Real Estate Mortgage Investment Conduit) REMIC as an entity formed for the purpose of holding a fixed pool of mortgages secured by interests in real property (IRS Publication 550, Investment Income and Expenses, 2015)

23. Without these transactions going through the proper parties, valid transactions can not take place and that would leave the trust without having properly secured assets for the certificate holders.

24. I have examined the most current copy of the Christopher Rogers Promissory Note (which was obtained by the borrower from SAFE Federal Credit Union the current "servicer" of the loan, on or about October 11, 2023); the Christopher Rogers Mortgage; and the public records of the Christopher Rogers Mortgage, and have found that Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2022-28 Trust is not named in any manner on any of the instruments (See Exhibits "A" thru "C" attached within).

25. I have examined a purported to be true and correct copy of a Promissory Note of Christopher Rogers dated April 16, 2021, regarding a loan for \$370,900. The Original Lender of the April 16, 2021, Rogers loan is SAFE Federal Credit Union. This copy of the Note received from the loan servicer is unsigned (See Exhibit "A" attached within).

a. This copy of the Christopher Rogers Note shows no endorsements to the Note attempting to make the Note payable to anyone.

26. The Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2022-28 are not named in any way on the Christopher Rogers Note.

a. The Federal National Mortgage Association as Trustee for the Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2022-28 not in its Individual Capacity but solely as Trustee for Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2022-28 is not named or referenced in any way on the Christopher Rogers Note.

27. I have examined a purported to be true and correct copy of a Promissory Note of Christopher Rogers dated April 16, 2021, regarding a loan for \$370,900. The Original Lender of the April 16, 2021, Rogers loan is SAFE Federal Credit Union (See Exhibit "B" attached within).

1 b.This copy of the Christopher Rogers Note shows no endorsements to the Note
2 attempting to make the Note payable to anyone.

3 28.The Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2022-28 are not
4 named in any way on the Christopher Rogers Note.

5 a.The Federal National Mortgage Association as Trustee for the Guaranteed REMIC Pass-
6 Through Certificates Fannie Mae REMIC Trust 2022-28 not in its Individual Capacity
7 but solely as Trustee for Guaranteed REMIC Pass-Through Certificates Fannie Mae
8 REMIC Trust 2022-28 is not named or referenced in any way on the Christopher Rogers
9 Note

10 29.There is no evidence that Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC
11 Trust 2022-28 ever received an ownership interest in the Christopher Rogers Note.

12 30.Endorsement is mechanically necessary to constitute transfer interest to party not originally
13 named.Entitlement to enforce a note focuses on the relationship between the maker of the note
14 and the person enforcing it.Ownership of the note is a concept that deals with who is entitled
15 to the economic fruits of the note.

16 31.Paragraph 1 of the Christopher Rogers Note states "I understand that the Lender may transfer
17 *this Note.The Lender or Anyone who takes this Note by transfer and who is entitled to receive*
18 *payments under this Note is called the "Noteholder. "*

19 32.Ihave examined a Mortgage of Christopher Rogers dated April 16,2021,and filed in the Official
20 Records of the Sumter Register of Deed's Office on April 19,2021 as ins#BK:1283 PG:5424-
21 5449(See Exhibit"C"attached within).

22 a.The **Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust**
23 **2022-28** are not named in any way to the Christopher Rogers Mortgage

24 b.The Federal National Mortgage Association as Trustee for the Guaranteed REMIC
25 Pass-Through Certificates Fannie Mae REMIC Trust 2022-28 not in its Individual
26 Capacity but solely as Trustee for Guaranteed REMIC Pass-Through Certificates
27 Fannie Mae REMIC Trust 2022-28 is not named or referenced in any way on the
28 Christopher Rogers Mortgage

1 33.I have examined the Sumter County Record relating to the Christopher Rogers Mortgage dated April
2 16,2021.The Sumter County Record shows that no Assignments of Mortgage have been
3 filed into the public records(See Exhibit"D"attached within)

4 34.Based on my examination of the Christopher Rogers loan instruments,and all available documents
5 recorded in the Sumter County records associated therewith,there is no evidence or indication that Guaranteed
6 REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2022- 28 ever acquired ownership rights to
7 the Christopher Rogers loan,note,Mortgage,the debt
8 purportedly 'evidenced'thereby,and/or the real property purportedly 'secured'thereby

9 35.Based on my examination,as Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust
10 2022-28 has never acquired rights to the Christopher Rogers Note and Mortgage,those
11 rights can not be transferred to another party

12 36.In my professional observation,all the available evidence that I have examined lacks proof,or even a showing,of any
13 proper transfer of the debt obligation (purportedly evidenced by the note) along with proper transfer of collateral rights in
14 the real property (purportedly evidenced by the Mortgage).In fact,there is no evidence that suggests the Christopher
15 Rogers note was properly transferred simultaneously with any purported transfer of the beneficial rights in the Christopher
16 Rogers Mortgage

17 37.The transfer and sale of all Beneficial Interest of the Christopher Rogers Mortgage to
18 Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2022-28 should have
19 been done on or before the Closing Date of the Guaranteed REMIC Pass-Through Certificates
20 Fannie Mae REMIC Trust 2022-28 which was May 31,2022 (See Exhibit "E"attached within).

21 //

22 //

23 //

24 //

25 //

26 //

27 //

1 The above statements are affirmed by me under penalty of perjury under the laws of the State of
2 Texas to be true and correct to the best of my knowledge and belief,are based on my own
3 personal knowledge,and I am competent to make these statements.

4 FURTHER THE AFFIANT SAYETH NAUGHT

5 By: Joseph R Esquivel, Jr.

6 Joseph R Esquivel, Jr.
7 Private Investigator License #A20449
8 Mortgage Compliance Investigations LLC

9 STATE OF TEXAS)

10 COUNTY OF TRAVIS)

11 Subscribed and sworn before me, Lori M. Esquivel, Notary Public, on this
12 3rd day of April, 2024 by Joseph R Esquivel, Jr proved to me on the
13 basis of satisfactory evidence to be the person(s) who appeared before me.

14 WITNESS my hand and official seal.



15 LORI MESQUIVEL
16 ID #130167889
17 My Commission Expires
18 March 25, 2027
19 TWVT

20 Lori M. Esquivel
21 Notary Public
22
23
24
25
26
27
28

“Exhibit C”

Notice of Sale, published in The Sumter Item,
dated July 23, 2026

the Sumter ITEM

Published daily by Osteen Publishing Co., Inc.

PO Box 1677 • 36 W. Liberty Street • Sumter, SC 29151 • (803) 774-1200

STATE OF SOUTH CAROLINA COUNTY OF SUMTER

PRINTER AFFIDAVIT

MAYNARD NEXSEN (SUMTER ITEM)
1230 MAIN ST STE 700
COLUMBIA, SC 29201

Personally appeared before me

[Signature]

The Sumter Item, Legal Clerk

Who being duly sworn, says she is a
Bookkeeping clerk of the OSTEEN
PUBLISHING CO., Publisher of THE ITEM
A Newspaper published in said state and
county and the advertisement

Sort Text: Rogers v SFCU NOS

Ad Order ID: 370551

was published in said newspaper on
08/23/2026
08/30/2026
09/06/2026

and a copy of the advertisement is attached.

Sworn to before me on this 10th day of August, 2026

[Signature]

Notary Public for South Carolina

MICHELLE T LEE
Notary Public, State of South Carolina
My Commission Expires 10/5/2032

NOTICE OF SALE Case No. 2024-CP-43-00300

BY VIRTUE of that certain Decree of the Court of Common Pleas for Sumter County, South Carolina, heretofore granted in the case of Christopher J. Rogers, Plaintiff, vs. SAFE Federal Credit Union, Defendant, SAFE Federal Credit Union, Counterclaim Plaintiff, vs. Christopher J. Rogers, Counterclaim Defendant, I, the undersigned Master-in-Equity for Sumter County, South Carolina or my agent, will sell on September 8, 2026 at 12:00 Noon, in Room 1A of the Sumter County Judicial Center, Sumter, South Carolina, to the highest bidder, the following described property:
All that certain piece, parcel or lot of land with the improvements thereon, if any, situate, lying and being in the Township of Middleton, County of Sumter, State of South Carolina, being shown and designated as Lot No. 30, containing 4.38 acres of Squaw Valley Subdivision on that certain plat prepared by Arthur E. White, RLS, dated October 13, 1994, and recorded in the Office of the Register of Deeds for Sumter County in Plat Book PB94, Page 1455. This said lot has such metes, boundaries, courses and distances as are shown on said plat, which are incorporated herein in accordance with the provisions of Section 30-5-250 of the Code of Laws of South Carolina, 1976. This being the same property known as 20 Doe Court, Wedgefield, SC. TMS No.: 130-00.01-067
DERIVATION: This being the identical property conveyed unto Christopher Rogers by deed of John A. Price dated May 8, 2019, and recorded in the Office of the Register of Deeds for Sumter County in Book 1255 at Page 2003 on May 9, 2019.
ADDRESS: 20 Doe Court, Wedgefield, SC 29168
TERMS OF SALE: The successful bidder, other than Plaintiff, will deposit with the Master-in-Equity or his agent, at the conclusion of the bidding, five (5%) percent of the bid, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of noncompliance. Should the last and highest bidder fail or refuse to make the required deposit at the time of the bid or comply with the other terms of the bid within twenty (20) days, then the Master-in-Equity or his agent may resell the property on the same terms and conditions on some subsequent sales day at the risk of the said highest bidder. The sale shall be subject to Sumter County taxes and assessments and to existing easements and restrictions of record.

Purchaser to pay for the preparation of the Deed, documentary stamps, the Deed, recording of the Deed, and interest on the amount of the bid from date of sale to date of compliance with the bid at the contract rate of interest of 3.750%. Attention is drawn to the Court Order on file with the Clerk of Court for Sumter County. The terms and conditions of the actual Court Order to the extent of any inconsistency control over any terms or conditions contained in the Notice of Sale. As a deficiency judgment is being demanded, the bidding will remain open for thirty (30) days after the date of sale as provided by law. THE PLAINTIFF RESERVES THE RIGHT TO WAIVE THE DEFICIENCY UP TO AND INCLUDING THE DATE OF SALE. If Plaintiff or its representative does not appear at the scheduled sale of the above-described property, the sale of the property will be null and void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

And It Is So Ordered
S/ Michael M. Jordan
3085
July 23, 2026

Kyle A. Brannon
MAYNARD NEXSEN PC
Post Office Box 2426
Columbia, South Carolina 29202
(803) 771-8900
Attorneys for Plaintiff

ELECTRONICALLY FILED
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2026 SEP 08 12:04 PM
CLERK OF COURT
SUMTER COUNTY, SOUTH CAROLINA
JUDGE: JUDGE JAMES W. JOHNSON
CASE: 2024-CP-43-00300

“Exhibit D”

Form 4C, filed September 8, 2026

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024 CP-43-00300

Safe Federal Credit Union

Christopher Rogers

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Sumter County Master in Equity

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: Defendant's motion to reconsider and stay judgment is denied. The matter is under appeal and this court does not have jurisdiction to address the other issues raised in defendant's motion. The appeals court has not entered supersedeas in this matter as of this date.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE
(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The "Information for the Judgment Index" section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the "Judgment in Favor of" column, enter the name of the party to whom the judgment is awarded. In the "Judgment Against" column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the "Judgment Amount" column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate "N/A" in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section "For the Clerk of Court Office Use Only" should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.
8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through "Circuit Court Judge" and indicate "Arbitrator" in the signature block.

9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.



Sumter Common Pleas

Case Caption: Christopher J Rogers VS Safe Federal Credit Union
Case Number: 2024CP4300300
Type: Master/Order/Form 4

And It Is So Ordered

S/ Michael M. Jordan - 3085

“Exhibit E”

Court of Appeals Order, dated September 17,
2026



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

September 17, 2026

Christopher J. Rogers
20 Doe Court
Wedgefield SC 29168

Mr. Kyle Aaron Brannon, Esquire
PO Box 2426
Columbia SC 29202

Mr. Carl Henry Petkoff, Esquire
PO Box 486
Charleston SC 29402

Re: Christopher J. Rogers v. SAFE Federal Credit Union
Appellate Case No. 2026-001648

Dear Mr. Rogers and Counsel:

Enclosed is the Court's decision regarding the motion to stay filed on August 5, 2026. Within thirty (30) days of the date of this letter, Appellant must file his initial brief and designation of matter.

Very truly yours,

Jasmine D. Smith, Deputy
CLERK

The South Carolina Court of Appeals

Christopher J. Rogers, Appellant,

v.

SAFE Federal Credit Union, Respondent.

Appellate Case No. 2026-001648

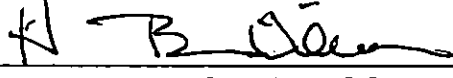
ORDER

On July 24, 2026, Appellant filed a notice of appeal from an order and judgment of foreclosure and sale issued by the master-in-equity. On August 5, 2026, Appellant filed a "petition for supersedeas," asking this court to issue a writ of supersedeas staying all enforcement of the order on appeal, stay the foreclosure sale of the property, and stay enforcement of the attorney's fee award. Appellant explained foreclosure sale of the property was scheduled for September 8, 2026. Appellant further explained he filed a "motion to stay enforcement pending appeal" in the lower court on July 24, 2026, and the master had not ruled on the motion as of August 5, 2026. On August 17, 2026, Respondent filed a return, opposing Appellant's request for a stay and acknowledging the master had not ruled on the pending motion to stay. Appellant did not file a reply.¹

After careful consideration, we deny Appellant's "petition for supersedeas." *See* Rule 241(a), SCACR ("As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision."); Rule 241(b)(3), SCACR (listing some exceptions to the general rule, including "[j]udgments directing the sale or delivery of possession of real property"); S.C. Code Ann. § 18-9-170 (2014) ("If the judgment appealed from direct[s] the sale or delivery of possession of real property, the execution of the judgment shall not be stayed unless a written

¹ According to the public index, the master denied the "motion to stay enforcement pending appeal" on September 8, 2026.

undertaking be executed on the part of the appellant, with two sureties, . . . not exceeding a sum to be fixed by a judge of the court by which judgment was rendered and which shall be specified in the undertaking.").



FOR THE COURT C.J.

Columbia, South Carolina

FILED
Sep 17 2026

cc:

Christopher J. Rogers

Kyle Aaron Brannon, Esquire

Carl Henry Petkoff, Esquire