

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEALS FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Circuit Court Judge

Case No. 10-CP-40-0657

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JUL 29 2014

SC Court of Appeals

HSBC Mortgage Service Inc.,

Respondent,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas; Dwight
Lucas; Mortgage Electronic Registration Systems, Inc.
(MIN #100176105012597608); Mortgage Electronic
Registration Systems, Inc. (MIN #1002033-
0000024059-5); Windsor Lake Park Homeowners
Association, Inc.;

Defendants,

Of Whom Alice Lucas and Dwight Lucas are the Appellants.

Appellate Case No. 2014-000747

AMENDED BRIEF

For the claim is that we are writing this Amended Brief to explain why we are appealing the Order Denying Motion for Acceptance. For the claim is we the defendant, were never served Notice of a Hearing for this Motion. For the claim is we paid \$25.00 to have a Motion for a hearing, but never got the opportunity to do so. For the claim is on April 13, 2014, we were scheduled to attend a Summary Judgment hearing, my wife went to the hearing and was told by the Attorney from Roger Townsend & Thomas, P.C before the hearing, in the hall, that this hearing was just for the Summary Judgment and he gave her a copy of the paperwork. For the claim is at no time, did he mention that there would be a hearing on our Motion. For the claim is my wife said she was told that she did not have to stay for the hearing.

For the claim is in our Motion for Acceptance there was a section that dealt with our Perfected Security Interest which we believe to be the most important section for the Motion for Acceptance. Under the – Uniform – Commercial – Code – Revised Article 9 section 203(b) indicates that our Perfected Security Interest trumps any

creditor lien or judgment of a court. For the claim is we have been the caretakers (maintenance, upkeep, guardian) of 7916 Bay Springs Road, Columbia, South Carolina 29223, for over ten years. For the claim is our Interest arised as soon as we took possession of the collateral (property). For under the law is a claim of the minimum of \$8 an hour, 24 hours per day, 365 days a year, which is a minimum of \$87,000 per year times the number of years that we have been living at this location, in which we have been living more than ten years (870,000.00). For the claim is our Perfeced Security Interest outweighs the Interest of HSBC Mortgage Services, Inc and others, and it can not be denied under any law. For the claim is our Perfect Sercuity Interest takes presedent over the judgment that has been granted to HSBC Mortgage Services, Inc by the lower court.

DWIGHT LUCAS

7-29-14

Autograph

Date

Every Right Preserved
c/o 7916 Bay Springs Road
Columbia, South Carolina 29223
(803)788-5322

STATE OF SOUTH CAROLINA

CERTIFICATE OF MAILING
Proof of Service
AMENDED BRIEF

COUNTY OF RICHLAND

I, Lucas, Dwight and my wife Alice Lucas,, hereby certify that I forwarded by
Certified Mail Return Receipt Requested the attached Amended Brief to the
following location(s) on this 29 day of July, 2014:

CT Corporation System
2 Office Park Court – Suite #103
Columbia, South Carolina 29223

[Registered Agent for HSBC Mortgage Services, Inc.]

(Foreclosure Department)
HSBC Mortgage Services, Inc.
636 Grand Regency Boulevard
Brandon, Florida 33510
(813) 571-8400 - Telephone

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[Attorneys for Plaintiff(s)]

Dwight Lucas

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Columbia, South Carolina 29223
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7-29-14
Date