

BRIEF OF APPELLANT*

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

The Honorable Thomas E. Player, Jr.
Special Referee for Sumter County

Case No. 2018-001277

Joseph K. Coffey, as Legal
Representative of
Donna Erickson

Respondent,

v.

Felicia D. Ruff,

Appellant.

[INITIAL] BRIEF OF APPELLANT



Felicia D. ruff
1455 Hidden Oaks Drive
Wedgfield, South Carolina 29168
(803) 468-5364
Appellant

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SC Court of Appeals

TABLE OF AUTHORITIES*

CASES

Bryan v. Freeman, (S.C. 1969) 253 S.C. 50, 168 S.E.2d 793 1

Ladd v. DuPre, 247 S.C. 329, 147 S.E.2d 253 (1966)..... 2

Glover v. U.S (1896). U.S.Ct.C1., 17 S. Ct. 95, 164 U.S. 294, 41 L. Ed. 440..... 3

Frady v. Ivester (S.C. 1921) 118 S.C. 195, 110 S.E. 135..... 4

Dow v. Bolden (S.C. 1965) 245 S.C. 321, 140 S.E.2d 473..... 5

King v. Moore (S.C. 1953) 224 S.C. 400, 79 S.E.2d 460..... 6

STATUTES

S.C. Code Ann. § 15-67-10 (1962)..... 1

S.C. Code Ann. § 15-9-710 (1985)..... 2

OTHER AUTHORITIES

STATEMENT OF ISSUES ON APPEAL

1. On May 10th, 2018, a hearing was held in The Court of Common Pleas Third Judicial Circuit. Case No.: 2013-CP-43-153. The decision was made to foreclose on 1455 Hidden Oaks Drive. On June 29th, 2018, the plaintiff informed the, now, Appellant about said hearing and the decision to foreclose. There were two questions. What hearing and how does one foreclose on a house that has been paid for? FRAUD. It is obvious that the plaintiff and her legal defense withheld information that would have led to a totally different decision. Had the Honorable Thomas E. Player, Jr. known the property he foreclosed on, had been monetarily satisfied, the outcome would have been an opposite one. For these reasons, I, Appellant, am at the mercy of the courts, to remand this case back to the lower courts to be reheard.

STATEMENT OF THE CASE

On November 2nd, 2010, I entered into a Contract of Sale, with donna Erickson, for the property on record, 1455 hidden Oaks Drive. Exactly one year later, I was in the lower courts, with this same plaintiff, about this same house. She, plaintiff, was wrong then, and, she, plaintiff, is wrong now. She stated then, that I, Appellant, had not paid my mortgage and was in arears. On that day (Nov. 2nd), transcripts will confirm, (exhibit in Designation of Matter), not only was I current, the plaintiff was then instructed to understand the difference between rent and mortgage. The Plaintiff was found to have been holding mortgage payments (uncashed postal money orders), so as to be able to (falsely) claim she wasn't receiving payment. This action gets at the

heart of the plaintiff's credibility. The presiding justice instructed the plaintiff, then, to understand that if she, plaintiff, wanted the property in question, "be prepared to pay equity." (Supporting transcripts will confirm).

In June of 2013, I, Appellant, filed for Bankruptcy. I, Appellant, chose to utilize legal resources available to me and fight for what I worked so hard. It was necessary to file the chapter. I am a first home buyer (for sale by owner) and didn't know what I was looking at or signing. However, Donna Erickson, plaintiff, did. Again, this gets at the heart of the credibility of the plaintiff. Moving forward, I definitely am not looking to blame anyone for my naivety, expecting the fair exchange for goods/property for money. At the time, I, appellant, was a resident at the DV shelter in Sumter. My desperation to provide a home for my son, allowed me to overlook the "balloon payment of the remaining balance after two years of monthly payments." The chapter was filed and accepted. A year later, when the bankruptcy chapter was dismissed, a verbal agreement was entered into, between the plaintiff, and the Appellant's legal (bankruptcy) counsel. As follows: The Appellant would be allowed to continue making monthly payments until, the remaining balance was met. I, appellant, would consider this to be an extension of the "original" contract. At the time of filing the chapter, the mortgage paid in was \$9,400.00. In her own admittance, (supporting documentation to be included in the Designation of Matter), the plaintiff states that she received an amount of \$7,500.00, with the last payment being April 2016. The information that was not divulged was the payments for the months of May, June, July and August, at \$300.00 per (postal) money order, equaling \$1,200.00. There are also taxes that have been paid to the plaintiff, by the Appellant, not mentioned or forwarded (cashier's checks included in the Designation of Matter). Again, these fraudulent acts only dig at the heart of the credibility of the plaintiff.

of price of goods, Appellant reached out to the plaintiff, in writing (only means of correspondence plaintiff allowed), requesting to arrange a closing. Included in this request, was a breakdown of monies paid. There was no answer from the plaintiff. However, shortly thereafter, the appellant received notification from the plaintiff's legal representation, informing that they had been retained by the plaintiff. In response, I, appellant, placed a call to the opposing legal team. Our brief conversation led to one common thing: bankruptcy court does not erase equity paid into the home. At this point, the attorney for the plaintiff stated that "he" would confer with his client about the discrepancy. Why? This seems to be the ONLY logical reason why the plaintiff would claim that the monetary debt for the sale of 1455 Hidden Oaks Drive, was not satisfied. The plaintiff has been to my home to display for sale signs in my yard, and has nailed documents to my door, that did not come from the courts.

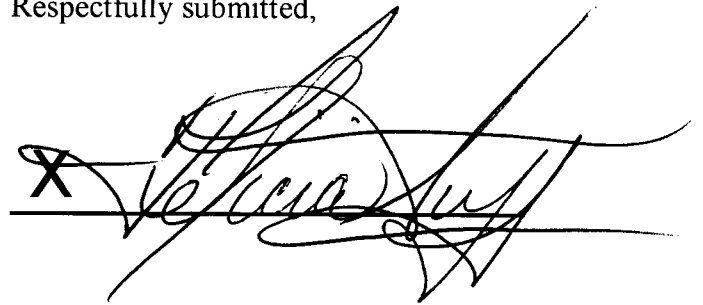
29-9-10.No mortgagee shall be entitled to maintain any possessory action for the real estate mortgaged, even after the time allotted for the payment of the money secured by mortgage elapsed, but the mortgagor shall be deemed owner of the land.

CLOSING

In closing, the question remains. How does a court of law, foreclose on property for a plaintiff, that has been monetarily satisfied, by the buyer? FRAUD. Had The Honorable Thomas E. Player, Jr. known, had the plaintiff and her legal defense divulged these facts in the case, had this information been brought the judges attention, the decision to foreclose (absent or present) would be non-existent.

For the reasons stated, this Court should reverse the judgment of the circuit court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Felicia Ruff', written over a horizontal line. The signature is stylized and cursive.

November 07, 2019

Felicia Ruff
1455 Hidden Oaks Drive
Wedgefield, South Carolina 29168
(803)468-5364
Appellant

PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

The Honorable Thomas E. Player, Jr

Case No. 2018-001277

Joseph K. Coffey, legal
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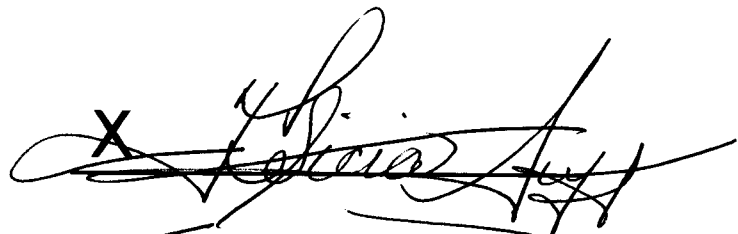
Felicia Ruff,

Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Donna Erickson. by depositing a copy of it in the United States Mail, postage prepaid, on November 14th, 2019, addressed to his attorney of record, Joseph K. Coffey, Post Office Box 1252, Manning, South Carolina 29102.

November 07, 2019


FELICIA RUFF

Felicia Ruff
1455 HIDDEN Oaks Drive
Wedgfield, South Carolina 29168
(803) 468-5364
Appellant

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**LETTER TO THE APPELLATE COURT CLERK
FILING THE NOTICE OF APPEAL**

November 07, 2019

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

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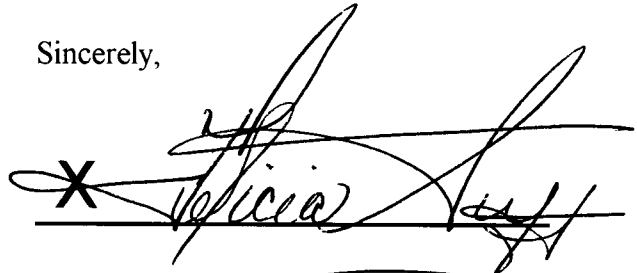
RE: Joseph K. Coffey, Legal Representative for Donna Erickson v. Felicia Ruff

Dear Ms. Kitchings:

Enclosed for filing is a notice of appeal in the above case. Also enclosed are the following:

- (1) Proof of service of the notice of appeal on the respondent[s].
- (2) A copy of the order[s] [judgment] which is [are] to be challenged on appeal.
- (3) Designation of Matter

Sincerely,

A handwritten signature in black ink, appearing to read "Felicia Ruff", with a large asterisk to the left of the signature.

FELICIA RUFF

1455 Hidden Oaks Drive
Wedgfield, South Carolina 29168
(803) 468-5364
Appellant

cc: Joseph K. Coffey
Post Office Box 1252
Manning, South Carolina 29102
Attorney for Respondent