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May 31 2022

SC Court of Appeals

MOTION TO RECONSIDER AND/OR MOTION TO DISMISS

THE STATE OF SOUTH CAROLINA
In The Court of
Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas,

William P. Keesley, Circuit Court Judge

Case No. 2022-CP-23-00922
Magistrate Case No. 2022CV2311000278

Triangle Palisades At The Park Llc Db
Palisades At the Park, Respondent,

v.

Mercedes Boyd, Appellant.

I am asking the court to reconsider the affirmed order by the court of common pleas in the decision of the writ of ejectment and/or dismiss of the writ of ejectment. This motion is based upon the infringement of my religious rights to domicile in a building on land, subject matter jurisdiction over the living [wo]man by any agent, and billing errors that wasn't corrected, clarified, or confirmed during the trial of the Court of Common Pleas. I am not clear on the amount to be paid with such errors.

I've tried numerous of times to cure the balance prior to the court date set by the magistrates to show cause and rule to vacate. I reached out to the community manager on multiple occasions informing her that rental assistance program would be given funds upon documents from my landlord. The community manager refused to cooperate or send documents needed for funding during my hardship.

Upon reviewing the residential lease agreement, and the case number: 2022-CV-2311000278 that included the Affidavit and Application for Ejectment and Rule to Vacate, I noticed that I was deceived and lacked knowledge but now it is my duty to come with clean hands and correct the unconscionable fraudulent activities that has taken place. As a living [wo]man it is not my intent to impersonate any agent, engage in any fraudulent activities, and commit a sin. I am peacefully exercising and enforcing my

rights. The lease is an unconscionable contract that was misleading and used deceptive terms. The lease doesn't apply to a living [wo]man. I am here to rebut the presumptions and correct the matter.

The Affidavit and Application for Ejectment and Rule to Vacate or Show Cause that was filed with the Gantt Court is fraudulent in stating "a landlord-tenant relationship exists between the parties described as evidenced by the following facts:

Written Lease"

It is also unlawful in the ground for this ejectment are one of the more of the following being "The tenant fails or refuses to pay the rent when due or demanded for the month(s) of January 2022.

The legal terms listed below:

Tenant-a member of the armed forces, including a reserve component thereof in an active status, or a dependent of a member of the armed forces who resides at a housing unit.

10 USC 2871

Resident-The place where one actually lives, which may be different from one's domicile. The act of living somewhere for a period

Lessee- is an individual or a corporation who has the right of use of something of value, gained through a lease agreement with the real owner of the property.

Lessor- An owner of real property, who allows another to take temporary possession through a lease

I was presented with a Residential Lease Agreement. This Residential Agreement (hereinafter referred to as "Lease") was dated 9/13/2021 by and between the Lessor and Lessee(s) identified as Triangle Palisades at the Park, Llc, Dba Palisades at the Park (owner) (lessor).

This lease agreement also listed me as the Lessee and Resident.

Now the filing without my consent listed me as a "tenant" which was not disclosed in the original residential lease agreement. Further most the attorney was not physically present during the execution of the original agreement. I don't understand the attorney's personable knowledge or intent he has in this matter. I need Clarity

I also informed the Court of Common Pleas my concern of the billing errors and fees on the statement. There are also several billing errors placed on the statement provided by Palisades at the Park. It is in violation pursuant to 15 usc 1666(b). I put the apartment management on Notice to correct the errors and provide the correct amount. The court of common pleas didn't clarify or provide the amount that was to be paid prior to his affirmed judgment.

5/30/2022

Mercedes Boyd

