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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Hon. Bentley D. Price
Circuit Court Judge

Appellate Case No. 2021-000504

Wilmington Savings Fund Society FSB, not in its individual capacity but solely As owner trustee for CSMC 2018-RPL6 Trust, Respondent

v.

Rex A. Field, Tracy L. Field, Dulamo Estates Home Owner's Association, Inc., Defendants

Of whom Rex A. Field and Tracy L. Field are the Appellants.

RECORD ON APPEAL
VOLUME – I

J. Cameron Halford, Esq.
4609 Charlotte Highway, Suite 3
Lake Wylie, South Carolina 29710
803-619-4177
Attorney for Appellants Rex A. Field and Tracy L. Field

Jonathan E. Schultz, Esq.
Bradley Arant Boult Cummings, LLP
214 N. Tryon Street, Suite 3700
Charlotte, North Carolina 28202
(704) 338-6000
Attorneys for Respondent
Wilmington Savings Fund Society FSB,
Not in its individual capacity; but solely as
Owner Trustee for CSMC 2018-RPL5 Trust

Index

Volume I (pp. 5-455)

I. ORDERS

1. October 17, 2019 – Rule 53 Compulsory Order of Reference 5

2. September 29, 2020 – Form 4 Order – The Motion to Vacate Order of Reference 8

3. January 20, 2021 – Order Denying Defendants Motion to Dismiss and For Sanctions. 11

4. April 20, 2021 – Form 4 Order – Plaintiff Wilmington Savings Fund Society, FSB – Motion Granted 14

5. May 7, 2021 – Order Denying Defendants' Motion To Reconsider 17

6. June 22, 2021 – Form 4 Order – "The Court Is not assigned to this case, so the Motion to Rescue is not necessary" 20

7. July 12, 2021 – Form 4 Order – "The Motion to Recuse is Denied" 23

8. July 27, 2021 – Order Denying Defendants' Motion For Reconsideration (Recusal of The Honorable Bentley D. Price) 26

9. August 26, 2021 – Order; From Motions Hearing on August 12, 2021, The Honorable Robert Bonds 29

II. PLEADINGS

1. October 11, 2019 – Non-Jury Complaint, Summons and Notices, Notice Required By the Fair Debt Collection Practices Act, Notice of Right to Foreclosure Intervention, Lis Pendens 35

2. October 22, 2019 – Demand for Jury Trial 44

3. October 30, 2019 – Notice: Plaintiff Must Serve Homeowner 45

THE STATE OF SOUTH CAROLINA
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Hon. Bentley D. Price
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v.

Rex A. Field, Tracy L. Field, Dulamo Estates Home Owner's Association, Inc., Defendants

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214 N. Tryon Street, Suite 3700
Charlotte, North Carolina 28202
(704) 338-6000
Attorneys for Respondent
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4. November 18, 2019 – Motion For Case To Be Heard By Jury Pursuant SCRCP(b) 47

5. November 20, 2019 – Motion to Vacate Order Of Reference: Rule 38(b) 51

6. November 21, 2019 – Notice: Foreclosure Intervention SC Supreme Administrative Order No. 2009-05-22-01 59

7. January 30, 2020 – Motion To Strike Defendants' Demand for Jury Trial.....65

8. February 14, 2020 – Response In Opposition To Motion To Strike Defendants' Demand For A Jury Trial; Affidavit 67

9. February 19, 2021 – Answer, Counterclaims and Third Party Complaint (Jury Demand) 70

10. March 11, 2020 – Notice: SCSC Administrative Order All Proceedings Stayed: Affidavit 233

11. March 16, 2020 – Notice Of Motion And Motion For Relief From Order of Reference Pursuant to SCRCP Rule 60; Affidavit and Exhibits 235

12. September 11, 2020 – Motion For Continuance of Trial; Objections; Affidavit.....242

13. September 15, 2020 – Certificate Of Compliance With The Coronavirus Aid, Relief, And Economic Security Act 258

14. September 27, 2020 – Memorandum In Support Of Motion To Vacate Order Of Reference 260

15. October 23, 2020 – Certificate of Compliance with SC Supreme Court Order ..263

16. October 26, 2020 – Motion to Dismiss And For Sanctions & Exhibits.....266

17. December 7, 2020 - Memorandum In Opposition To Motion To Dismiss and For Sanctions.....272

18. December 7, 2020 – Affidavit In Support Of Motion To Dismiss And Sanctions 275

19. January 8, 2021 – Affidavit For Motion To Dismiss And Sanctions 280

20. January 22, 2021 – Memorandum In Support of Motion To Dismiss

And Sanctions 282
21. February 29, 2021 – Answer, Counterclaims and Third-Party Complaint (Jury Trial Demanded) Exhibits A through H 285

22. February 19, 2021 – Third-Party Summons 448

23. March 1, 2021 – Defendants' Supplemental Memorandum; Affidavit..... 450

Volume II (pp. 456-913)

24. March 25, 2021 – Defendants' First Amended Answer, Affirmative Defenses, Counterclaims, And Third-Party Complaint (Jury Trial Demanded) and Exhibits A through H. 456

25. April 8, 2021 – Motion To Dismiss Complaint Pursuant to SCRCP Rule 12(B)(7)..... 605

26. April 12, 2021 – Memorandum In Support of Motion to Dismiss..... 611

27. April 13, 2021 – Motion to Joint Third Party Defendants 617

28. April 13, 2021 – Supplemental Memorandum In Opposition to Strike Jury Demand..... 627

29. April 14, 2021 – Supplemental Memorandum In Support of Motion to Dismiss Complaint..... 638

30. April 15, 2021 – Motion to Continue Jury Trial 654

31. April 20, 2021 – Objection To Motion To Dismiss, Amended Answer Counterclaims, Third-Party Complaint; Affidavits and Exhibits 669

32. April 29, 2021 – Motion To Amend (Jury Trial Demanded), Defendants' Second Amended Answer, Affirmative Defenses, Counterclaims, And Third-Party Complaint (Jury Trial Demanded), and Exhibits A Through H 686

33. May 5, 2021 – Notice Of Motion and Motion For Summary Judgment As to Plaintiff's Foreclosure Cause Of Action and Exhibits 688

34. May 11, 2021 – Fields' Demand for Jury Trial..... 695

35. May 13, 2021 – Motion for Continuance; Objection To Motion For

Summary Judgment; Affidavits; and Exhibits 696

36. May 13, 2021 – Notice of Appeal and Exhibits 911

37. May 25, 2021 – Motion For Stay Pending Appeal 912

III. Volume III (pp. 914-1414)

1. June 21, 2021 – Motion To Rescue The Honorable Bentley D. Price; Affidavits and Exhibits 914

2. June 30, 2021 – Defendants Affidavit Of Documents In Opposition To Plaintiff's Motion For Summary Judgment and Exhibits 1014

3. June 30, 2021 – Defendants Memorandum In Opposition Of Plaintiff's Motion For Summary Judgment; Objections To Plaintiff's Affidavits/Exhibits 1209

4. July 2, 2021 – Memorandum In Support Of Motion To Rescue The Honorable Bentley D. Price; Affidavits and Exhibits 1273

5. July 7, 2021 – Motion For Rule To Show Cause As To Why Sanctions Should Not Be Issued For Violation Of Court Orders; Affidavits and Exhibits 1290

Volume IV (pp. 1415-1847)

6. July 22, 2021 – Motion to Reconsider Order Filed July 12, 2021 On Motion To Rescue The Honorable Bentley D. Price; Affidavit; Exhibits 1415

7. August 11, 2021 - Memorandum In Support Of Motion For Rule To Show Cause As To Why Sanctions Should Not Be Issued For Violation Of Court Order; Affidavits and Exhibits 1442

8. September 10, 2021 – Plaintiff's Reply To Defendants' Second Amended Counterclaims 1491

9. October 8, 2021 – Defendants' Reply To Plaintiff's Reply To Defendants Second Amended Answer Affirmative Defenses, Counterclaims, And Third-Party Complaint 1521

10. October 28, 2021 – Objection To Motion To Extend Time For Responses To Defendants 1523

IV. TRANSCRIPTS

1. September 29, 2020 – Transcript – Arguments before Judge Marvin Dukes – "Motion to Vacate Order of Reference" 1565

2. January 13, 2021 – Transcript – Arguments Before Judge Bentley Price 1582

3. April 15, 2021 – Transcript – Arguments Before Judge Bentley Price – Granted Plaintiff's Motion to Strike Jury Trial Demand" 1602

4. July 2, 2021 – Transcript – Arguments Before Judge Bentley Price 1630

5. August 12, 2021 – Transcript – Arguments Before Judge Robert Bonds 1676

V. OTHER

1. March 9, 2020 – Notice Of Hearing And Certificate Of Mailing 1819

2. April 9 – April 22, 2021 – Scheduling Emails with Court... 1820

ELECTRONICALLY FILED - 2019 Oct 17 12:15 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	IN THE COURT OF COMMON PLEAS C/A No.: 2019-CP-07-02279
Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Plaintiff, vs. Rex A. Field, Tracy L. Field, Dulamo Estates Homeowners' Association, Inc., Defendant(s).	**ORDER OF REFERENCE**

BCP No.: 19-43531

Upon motion of the undersigned attorney for the Plaintiff, it appearing that this case is a foreclosure action; and it further appearing, pursuant to Rule 53(b) South Carolina Rules of Civil Procedure, that this is a proper matter to refer to Marvin H. Dukes, III as Master in Equity for Beaufort County.

Now therefore, IT IS ORDERED that the above entitled cause be, and the same if hereby, referred to Marvin H. Dukes, III as Master in Equity for Beaufort County for a final foreclosure hearing to be held, wherein the Master in Equity will make appropriate findings of fact and conclusions of law with authority to dispose of any and all issues and enter a final judgment in the cause, without further order, to order a judicial sale on any day, not just a regular judicial sales day and to hear any issues and make any orders after sale or judgment, including but not limited to, issues involving surplus funds pursuant to Rule 71(c) SCRCP, Petitions or Motions relating to Writ of Assistance of any other actions as to possession, and/or removal of property, and issues pursuant to appraisal proceedings under S.C. Code Ann. Section 29-3-680, et seq. (1976 SC Code of Laws, as amended).

The Plaintiff is responsible for paying the Reference Fee set forth in South Carolina Code of Laws Section 14-11-310; however, if the Plaintiff's case has ended, any remaining party seeking Affirmative Relief shall be responsible for paying the fee. If the case is a Partition Action or Lien Foreclosure the fee amount is $100.00; for all other types of cases

the fee is $50.00. The Reference Fee shall be paid to the Office of the Master in Equity for Beaufort County within 30 of the date of this Order or the Master will dismiss the case for non-payment of the Reference Fee without further notice.

Any appeal from the final judgment in this cause shall be to the South Carolina Court of Appeals.

SIGNATURE PAGE TO FOLLOW

WE SO MOVE:

s/J. Martin Page
J. Martin Page, Esq. (SC Bar: 100200)
Bell Carrington Price & Gregg, LLC
508 Hampton Street, Suite 301
Columbia, SC 29201

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Beaufort Common Pleas

Case Caption:	Wilmington Savings Fund Society Fsb VS Rex A Field , defendant, et al
Case Number:	2019CP0702279
Type:	Order/Referred to Master or Special Referee

So Ordered

s/Jerri Ann Roseneau, Beaufort County Clerk of Court

Electronically signed on 2019-10-17 08:15:43 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2019 **CP-**07-02279

Wilmington Savings Fund Society, FSB, not in its individual capaity but solely as owner trustee for CS<C 2018-RPL6 Trust

PLAINTIFF(S)

Rex A. Field, Tracy L. Field Dulamo Estates Homeowers' Association, Inc.

DEFENDANT(S)

Submitted by: Master In Equity Court	**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.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **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: The Motion to Vacate Order of Reference, heard September 29th, 2020, is Granted without prejudice.

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC 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

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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.

	3069	
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: N/A

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Beaufort Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb VS Rex A Field , defendant, et al

Case Number: 2019CP0702279

Type: Master/Order/Form 4

So Ordered:

s/Marvin H. Dukes III #3069

ELECTRONICALLY FILED - 2021 Jan 20 4:02 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Plaintiff, vs. Rex A. Field, *et al.*, Defendant(s).	IN THE COURT OF COMMON PLEAS C/A No.: 2019-CP-07-02279 ORDER DENYING DEFENDANTS' MOTION TO DISMISS AND FOR SANCTIONS

This is an action for foreclosure of Plaintiff's mortgage lien on property located at 1 Dulamo Bluff Road, Saint Helena Island, SC 29920. This matter came before the Court on motion of the Defendants filed on October 26, 2020 to dismiss the case and for sanctions ("***Motion to Dismiss and For Sanctions***"). A hearing was held via Cisco WebEx before the Honorable Judge Bentley Price, on January 13, 2021 at 10:00 a.m. Present at the hearing were J. Martin Page, Esq. for the Plaintiff and Andrew S. Radeker, Esq. for the Defendants.

Based upon the arguments of counsel, including any memoranda of law submitted, as well as the filings in this case, the court denies the Motion to Dismiss and For Sanctions.

IT IS, THEREFORE, ORDERED THAT:

1. Defendants' Motion to Dismiss and For Sanctions is **denied**;
2. Defendants shall file an answer or other pleading to the Plaintiff's Complaint within **thirty (30) days** from entry of this Order;
3. The parties shall conduct a meditation within **sixty (60) days** of Defendants answer or other pleading; and

4. If the Defendants fail to participate in mediation within **sixty (60) days** of their answer or other pleading the Plaintiff is entitled to an order: (i) striking the Defendants' answer and pleadings and (ii) placing the Defendants in default.

AND IT IS SO ORDERED.

[ELECTRONIC SIGNATURE TO FOLLOW]

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Beaufort Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb VS Rex A Field , defendant, et al

Case Number: 2019CP0702279

Type: Order/Other

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP0702279

Wilmington Savings Fund Society Fsb not in its individual et al
PLAINTIFF(S)

Rex A Field et al
DEFENDANT(S)

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.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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:

This matter came before the Court on April 15, 2021.

Attorney Ben Milam appeared on behalf of Plaintiff. Pro Se Defendants Rex Field and Tracy Field were present.

Plaintiff Wilmington Savings Fund Society FSB not in its individual capacity's Motion to Strike Demand for Jury Trial is granted.
Defendant Rex Field's Motion for Sanctions for Failure to Comply with SCRCP 11(b) is denied.
Defendant Rex Field's Motion to Dismiss Complaint Pursuant to SCRCP Rule 12(b)(7) is denied.

Plaintiff's Motion to Dismiss Amended Answer, Counterclaims and Third Party Complaint and Defendant's Motion to Join Third-Party Defendants will be heard at a later date.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/19/2021 .

Tracy L Field for Tracy L Field
Rex A Field for Rex A Field
Tracy L Field for Tracy L Field
Unknown Defendants 1-10
Rex A Field for Rex A Field

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

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Court Reporter:

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Beaufort Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb not in its individual VS Rex A Field , defendant, et al

Case Number: 2019CP0702279

Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

ELECTRONICALLY FILED - 2021 May 07 11:54 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Plaintiff, vs. Rex A. Field, Tracy L. Field, Dulamo Estates Homeowners' Association, Inc., Defendants.	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2019-CP-07-02279 **ORDER DENYING DEFENDANTS' MOTION TO RECONSIDER**

The Defendants Rex A. Field and Tracy L. Field ("Defendants") filed a motion asking this Court to reconsider its April 20, 2021 Form 4 Order.

STANDARD OF REVIEW

Motions for reconsideration will not be granted absent "highly unusual circumstances." U.S. ex rel. Becker v. Washington Savanah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court's ruling will not support Rule 59(e) relief).[1] Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." Hutchinston v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or "to raise argument or present evidence that could have been presented prior to the entry of judgment." Dash v. Mayweather, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, *2 (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, "[a] party cannot use Rule 59(e) to present to

[1] Rule 59 is substantially the same as the Federal Rule. *See* Elam v. S.C. Dep't of Transp., 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) ("Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.").

the court an issue the party could have raised prior to judgment but did not." Stevens & Wilkinson of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does "[a] party's mere disagreement with the court's ruling . . . warrant a Rule 59(e) motion." In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); *see also* Lyons v. Fid. Nat'l Title Ins. Co., 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

After consideration of the issues raised in Defendants' motion, the Court hereby DENIES Defendants Rex A. Fields and Tracy L. Fields' Motion for Reconsideration.

AND IT IS SO ORDERED.

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Beaufort Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb not in its individual VS Rex A Field , defendant, et al

Case Number: 2019CP0702279

Type: Order/Other

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP0702279

Wilmington Savings Fund Society Fsb not in its individual et al
PLAINTIFF(S)

Rex A Field et al
DEFENDANT(S)

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.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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:

This Form 4 Order is in reference to the Motion to Recuse the Honorable Bentley Price filed by Defendants Rex Field and Tracy Field on June 21, 2021.

This Court is not assigned to this case, so the Motion to Recuse is not necessary. The Clerk of Court shall place this matter on the next available roster.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/22/2021 .

Tracy L Field for Tracy L Field
Rex A Field for Rex A Field
Tracy L Field for Tracy L Field
Unknown Defendants 1-10
Rex A Field for Rex A Field

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2021 Jun 22 12:19 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

Court Reporter:

E-Filing Note: 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 judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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ELECTRONICALLY FILED - 2021 Jun 22 12:19 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279



Beaufort Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb not in its individual , plaintiff, et al VS Rex A Field , defendant, et al

Case Number: 2019CP0702279

Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

ELECTRONICALLY FILED - 2021 Jul 12 9:23 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2019CP0702279

Wilmington Savings Fund Society Fsb not in its individual	**Csmc 2018-Rpl6 Trust**	**Rex A Field** **Federal National Mortgage Association** **Christiana Trust Company of Delaware** **Unknown Defendants 1-10**	**Tracy L Field** **Fannie Mae** **DLJ Mortgage Capital Inc** **Wilmington Savings Fund Society Fsb Individual Capacity**
PLAINTIFF(S)		**DEFENDANT(S)**	
Submitted by:		**Attorney for:** ☐ Plaintiff ☐ Defendant ☐ 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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ 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:

ORDER INFORMATION

The Motion to Recuse the Honorable Bentley Price filed on June 21, 2021, came before the court on July 2, 2021. The Motion to Recuse is respectfully DENIED.

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.

CPFORM4Cm
SCCA SCRCP Form 4C (Revised 2/17)

The Honorable Bentley Price	2766	7/8/2021
Circuit Court Judge	**Judge Code**	**Date**

For Clerk of Court Office Use Only

This judgment was entered on **this day of July, 2021**, and a copy mailed first class or placed in the appropriate attorney's box on **this day of July, 2021**, to attorneys of record or to parties (when appearing pro se) as follows:

James Martin Page 339 Heyward Street 2Nd Floor Columbia, SC 29201

Rex A Field P.O. Box 975 Saint Helena Island, SC 29920
Tracy L Field P.O. Box 975 Saint Helena Island, SC 29920
George Benjamin Milam 214 N. Tryon St. Suite 3700 Charlotte, NC 28202

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Jerri Ann Roseneau - 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.

ELECTRONICALLY FILED - 2021 Jul 12 9:23 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

ELECTRONICALLY FILED - 2021 Jul 12 9:23 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

Beaufort Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb not in its individual , plaintiff, et al VS Rex A Field , defendant, et al

Case Number: 2019CP0702279

Type: Order/Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

ELECTRONICALLY FILED - 2021 Jul 27 10:46 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6, Plaintiff, vs. Rex A. Field, Tracy L. Field, Defendants. vs. Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Federal National Mortgage Association, et al., Third Party Defendant(s).	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2019-CP-07-02279 **ORDER DENYING DEFENDANTS' MOTION FOR RECONSIDERATION**

The Defendants Rex and Tracy Field ("Defendants") filed a motion asking this Court to reconsider its June 12, 2021 Order.

STANDARD OF REVIEW

Motions for reconsideration will not be granted absent "highly unusual circumstances." U.S. ex rel. Becker v. Washington Savanah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court's ruling will not support Rule 59(e) relief).[1] Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." Hutchinston

[1] Rule 59 is substantially the same as the Federal Rule. *See* Elam v. S.C. Dep't of Transp., 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) ("Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.").

ELECTRONICALLY FILED - 2021 Jul 27 10:46 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or "to raise argument or present evidence that could have been presented prior to the entry of judgment." Dash v. Mayweather, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, *2 (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, "[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not." Stevens & Wilkinson of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does "[a] party's mere disagreement with the court's ruling . . . warrant a Rule 59(e) motion." In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); *see also* Lyons v. Fid. Nat'l Title Ins. Co., 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

After consideration of the issues raised in Defendants' motion, the Court hereby DENIES Defendants Rex and Tracy Field's Motion for Reconsideration.

AND IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2021 Jul 27 10:46 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279



Beaufort Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb not in its individual , plaintiff, et al VS Rex A Field , defendant, et al

Case Number: 2019CP0702279

Type: Order/Other

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

ELECTRONICALLY FILED - 2021 Aug 26 8:23 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
Case No.: 2019-CP-07-02279

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust,

Plaintiff,

v.

Rex A. Field, et al,

Defendants.

v.

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Federal National Mortgage Association, et al,

Counterclaim Defendants/Third-Party Defendants.

ORDER

This matter came before the Court to be heard on August 12, 2021 on the following motions: 1) Defendant's Motion for Continuance and Objection to Motion for Summary Judgement, 2) Plaintiff's Motion to Dismiss Amended Answer and Counterclaims, 3) Defendant's Motion to Join Third Party Defendants, 4) Defendant's Motion to Dismiss for Lack of Subject Matter Jurisdiction, 5) Defendant's Motion to Dismiss for Lack of Personal Jurisdiction, 6) Plaintiff's Motion for Summary Judgement as to Foreclosure, 7) Defendant's Motion to Stay Pending Appeal, 8) Plaintiff's Motion to Stay Further Discovery Pending Ruling on Summary Judgement, 9) Defendant's Motion for Rule to Show Cause, 10) Defendant's Motion for a Continuance and to Deem Request for Admissions as Admitted. The Defendants, Rex. A. Field

ELECTRONICALLY FILED - 2021 Aug 26 8:23 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

and Tracy L. Field as well as counsel for Plaintiff and Third-Party Defendants were in attendance. Having reviewed the motions, pleadings, and other matters filed with the Court, having heard oral arguments, and being otherwise fully informed and advised, the Court finds and concludes as follows:

1. The Court retains jurisdiction over the motions currently pending before the Court, and a decision on the motions is not stayed by virtue of the Defendants' pending interlocutory appeal.

2. The Court has subject matter jurisdiction over this action, which was commenced on the date of filing the Summons and Complaint. *See* SCRCP 3; *Mims ex rel. Mims v. Babcock Ctr., Inc.*, 399 S.C. 341, 346, 732 S.E.2d 395, 398 (2012). The Court further finds that the property which is the subject of this action is located in the state of South Carolina and that Defendants are residents of South Carolina, and the Court has personal jurisdiction over Defendants.

3. There is good cause to grant Defendants' Motion to Amend seeking to file the Second Amended Answer, Counterclaims, and Third-Party Complaint. The Second Amended Answer, Counterclaims, and Third-Party Claims will be deemed filed as of August 12, 2021. Plaintiff and Third-Party Defendants shall have 30 days to file their Reply and Answer, respectively, to the Second Amended Answer, Counterclaims, and Third-Party Complaint.

4. Plaintiff and Third-Party Defendants have failed to show good cause to dismiss the Defendants' Counterclaims and Third-Party Claims, and the Motion to Dismiss these claims is denied.

5. The Parties' submissions to the Court demonstrate disputed material issues of fact and law with respect to Plaintiff's foreclosure that cannot be resolved on a motion for summary judgment. Accordingly, Plaintiff's Motion for Summary Judgment as to Foreclosure is denied.

ELECTRONICALLY FILED - 2021 Aug 26 8:23 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

6. The Court will allow Plaintiff and Third-Party Defendants 45 days to file responses and/or objections to any previously served Requests to Admit.

7. Plaintiffs may serve amended Interrogatories and Requests for Production within 14 days following the service of Plaintiff's and Third-Party Defendants' responsive pleadings to the Second Amended Answer, Counterclaims, and Third-Party Complaint. Plaintiff and Third-Party Defendants shall then have 30 days from the date of service of such Interrogatories and Requests for Production to file responses and/or objections to Defendants' Interrogatories and Requests for Production.

8. The Court will continue the hearing as to Plaintiff's Motion to Join Third-Party Defendants to be rescheduled at a later date.

9. Defendants agreed to withdraw their Motion for Rule to Show Cause.

10. Defendant's Motion for Reconsideration of Judge Price's Order dated June 22, 2021 was not heard or ruled upon by this Court and is to be scheduled for hearing with Judge Price.

IT IS THEREFORE ORDERED AND ADJUDGED:

A. Defendants' Motion to Dismiss for Lack of Subject Matter Jurisdiction is DENIED.

B. Defendants' Motion to Dismiss for Lack of Personal Jurisdiction is DENIED.

C. Defendants' Motion to Stay Pending Appeal is DENIED.

D. Defendants' motions seeking a continuance as to Plaintiff's Motion for Summary Judgment are DENIED.

E. Plaintiff's Motion for Summary Judgment is DENIED. In light of this ruling, Plaintiff's Motion to stay discovery pending a ruling on Summary Judgement is DENIED.

ELECTRONICALLY FILED - 2021 Aug 26 8:23 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

F. Plaintiff and Third-Party Defendants' Motion to Dismiss Counterclaims and Third-Party Claims is DENIED.

G. Defendants' Motion to Amend is GRANTED. The Second Amended Answer, Counterclaims, and Third-Party Claims is deemed filed as of August 12, 2021. Plaintiff and Third-Party Defendants shall file their Reply and Answer, respectively, to the Second Amended Answer, Counterclaims, and Third-Party Complaint by September 11, 2021.

H. Plaintiff and Third-Party Defendants shall file responses and/or objections to any previously served Requests to Admit by September 26, 2021.

I. Defendants may serve amended Interrogatories and Requests for Production within 14 days following the service of Plaintiff's Reply and Third-Party Defendants' Answer to the Second Amended Answer, Counterclaims, and Third-Party Complaint. Plaintiff and Third-Party Defendants shall file responses and/or objections to Defendant's Interrogatories and Requests for Production within 30 days from the date of service of such amended Interrogatories and Requests for Production.

J. Defendants Motion to Deem Requests for Admission Admitted and Plaintiff's Motion to Stay Further Discovery are DENIED as moot in light of the Court's orders set forth above regarding discovery.

K. Defendants' Motion for Rule to Show Cause has been withdrawn.

L. Defendants' Motion to Join Third-Party Defendants is continued and will be rescheduled for hearing at a later date.

M. Defendant's Motion for Reconsideration of Judge Price's Order dated June 22, 2021 is continued until a hearing can be scheduled with Judge Price.

IT IS SO ORDERED.

[SIGNATURE PAGE TO FOLLOW]

ELECTRONICALLY FILED - 2021 Aug 26 8:23 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

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Beaufort Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb not in its individual , plaintiff, et al VS Rex A Field , defendant, et al

Case Number: 2019CP0702279

Type: Order/Form 4

So Ordered

s/ Robert Bonds, 2770

Electronically signed on 2021-08-25 10:29:40 page 6 of 6

ELECTRONICALLY FILED - 2019 Oct 11 11:04 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Plaintiff, vs. Rex A. Field, Tracy L. Field, Dulamo Estates Homeowners' Association, Inc., Defendant(s).	IN THE COURT OF COMMON PLEAS C/A No.: 2019-CP-____-_____ SUMMONS AND NOTICES (Non-Jury) FORECLOSURE OF REAL ESTATE MORTGAGE

BCP No.: 19-43531

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices at 508 Hampton Street, Suite 301, Columbia, SC 29201, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure.*

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian *ad litem* within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Attorney for the Plaintiff.

s/J. Martin Page
J. Martin Page (SC Bar No.: 100200)
Bell Carrington Price & Gregg, LLC
508 Hampton Street, Suite 301
Columbia, SC 29201
Phone 803.509.5078
Attorney for the Plaintiff

Dated: October 9, 2019
Columbia, South Carolina

ELECTRONICALLY FILED - 2019 Oct 11 11:04 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

ELECTRONICALLY FILED - 2019 Oct 11 11:04 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Plaintiff, vs. Rex A. Field, Tracy L. Field, Dulamo Estates Homeowners' Association, Inc., Defendant(s).	IN THE COURT OF COMMON PLEAS C/A No.: 2019-CP-____-_____ COMPLAINT (Non-Jury) FORECLOSURE OF REAL ESTATE MORTGAGE (Deficiency Judgment Demanded as to Defendants Rex A. Field and Tracy L. Field)

BCP No.: 19-43531

The Plaintiff above-named, complaining of the Defendants herein, alleges that:

1. Plaintiff, Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust ("***Plaintiff***"), is a business entity duly authorized to conduct business in the State of South Carolina.

2. Upon information and belief, the Defendants, Rex A. Field, Tracy L. Field, and Dulamo Estates Homeowners' Association, Inc., may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction pursuant to S.C. Code Ann. § 36-2-803.

3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Beaufort, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.

4. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the *South*

ELECTRONICALLY FILED - 2019 Oct 11 11:04 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

Carolina Rules of Civil Procedure.

5. The Home Affordable Modification Program does not apply as it expired on December 31, 2016.

6. Heretofore, Rex A. Field and Tracy L. Field ("***Borrowers***") made, executed, and delivered to E*Trade Mortgage Corporation ("***Payee***") a certain Promissory Note dated October 7, 2005, in writing ("***Note***"), wherein and whereby Borrowers promised to pay to E*Trade Mortgage Corporation, the principal sum of $359,000.00 together with interest at the initial rate of 4.99% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

7. In order to secure the payment of said Note, the said Rex A. Field and Tracy L. Field ("***Mortgagors***"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for E*Trade Mortgage Corporation, its successors and assigns, a certain mortgage dated October 7, 2005 ("***Subject Mortgage***") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid ("***Subject Property***"):

> All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being on St. Helena Island, in the County of Beaufort and State of South Carolina, shown and described as Lot 1, Block A, Dulamo Development Subdivision on a plat recorded in Plat Book 25 at Page 115 in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes, courses, distances and bounds of said property, reference may be had to an individual plat prepared by David E. Gasque, R.L.S. dated October 4, 2005.

ELECTRONICALLY FILED - 2019 Oct 11 11:04 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

Being all and the same premises conveyed to Rex A. Field and Tracy L. Field by deed of Shirley A. Felt dated September 13, 2005 and recorded October 13, 2005 in Book 2249 at Page 2160 in the Office of the Register of Deeds for Beaufort County, South Carolina.

Parcel No. R300-011-000-009-0
Property Address: 1 Dulamo Bluff Road
Saint Helena Island, SC 29920

8. Said Mortgage was recorded on October 13, 2005 in Book 2249 at Page 2164, in the Beaufort County Registry.

9. Thereafter, the Mortgage was assigned to CitiMortgage, Inc. by assigned recorded November 22, 2010 in Book 03012 at Page 1418. Thereafter, the Mortgage was assigned to Nationstar Mortgage, LLC by assignment recorded August 10, 2016 in Book 3505 at Page 2468. Thereafter the Mortgage was assigned to Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust by assignment recorded December 18, 2018 in Book 3722 at Page 1349.

10. The Subject Mortgage evidences and secures the repayment of money advanced by the Payee to, or on behalf of, the Mortgagors and constitutes a valid first lien on the Subject Property.

11. Any notice required by the terms of the Subject Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.

12. In and by the terms of said Note and the Subject Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either

ELECTRONICALLY FILED - 2019 Oct 11 11:04 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

13. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys' fees if the said Note be placed in the hands of an attorney for collection after default.

14. The Plaintiff demands a personal or deficiency judgment, and the Plaintiff has the right to seek a deficiency judgment against the makers of its Note, Rex A. Field and Tracy L. Field. That in the event that the net amount realized by the Plaintiff upon the sale of the subject property is insufficient to pay in full the total indebtedness of the Plaintiff, including costs of collection, the Plaintiff demands a personal judgment against said Defendants in the amount of such deficiency.

15. On or around January 1, 2019, the Borrower(s) failed to make the required payment of interest and principal due on the Note. The Plaintiff alleges that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of $ 288,872.61 together with interest at the rate of 2.00% per annum, the modified rate of interest, together with reasonable attorneys' fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

16. Upon information and belief, said information having been obtained from the

ELECTRONICALLY FILED - 2019 Oct 11 11:04 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

records of Beaufort County, South Carolina, the Defendant below named has or may claim to have some interest in or lien upon the Subject Property by virtue of the matters and things herein below alleged, to-wit:

A. The Defendant, Dulamo Estates Homeowners Association, Inc., may have or claim to have some interest in the subject property by virtue of the any unrecorded dues of assessments. Any interest said defendant possesses in the Subject Property is junior and subordinate to the Subject Mortgage and should be removed from title to the subject property after the judicial sale.

WHEREFORE, Plaintiff prays judgment that:

A. The amount due upon the said Note(s) and Mortgage(s) held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

B. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

C. Plaintiff's Mortgage be declared a valid first lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.

D. The Subject Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and said sale;

ELECTRONICALLY FILED - 2019 Oct 11 11:04 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

Second, to the payment and discharge of the amount due on the Plaintiff's Note(s) and Subject Mortgage(s), together with attorney's fees as aforesaid;

Third, the surplus, if any, be distributed according to law, and

Fourth, that the Plaintiff be awarded a deficiency judgment against the Defendants in the event that the proceeds of the sale of the Property are insufficient to pay in full the indebtedness, including costs of collection.

E. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said property without delay, and to keep the successful bidder or his assigns in such peaceable possession.

s/J. Martin Page

J. Martin Page (SC Bar No.: 100200)
Bell Carrington Price & Gregg, LLC
508 Hampton Street, Suite 301
Columbia, SC 29201
Phone 803.509.5078
Attorney for the Plaintiff

Dated: October 9, 2019
Columbia, South Carolina

ELECTRONICALLY FILED - 2019 Oct 11 11:04 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. § 1601, AS AMENDED

-The amount of the debt as of October 9, 2019 is the principal sum of $ 288,872.61 with interest from the date that the last payment was made, advances, late charges, and the costs and disbursements of this action, including attorney's fees.

-The Plaintiff named in the attached Summons and Complaint is the creditor to whom the debt is owed.

-The debt is described in the Complaint attached hereto and will be assumed to be valid by the creditor's law firm, unless the debtor, within thirty (30) days after the receipt of this notice, disputes the validity of the debt or some portion thereof.

-If the debtor notifies the creditor's law firm within (30) thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.

-If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if the debtor makes a request to the creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.

-Written requests should be addressed to Bell Carrington Price & Gregg, LLC at 508 Hampton Street, Suite 301, Columbia, SC 29201.

-This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE BEEN DISCHARGED IN A CHAPTER SEVEN BANKRUPTCY, WE ARE NOT SEEKING PERSONAL LIABILITY AGAINST YOU, BUT ARE PURSUING THE RIGHTS AGAINST THE PROPERTY AS PROVIDED IN THE SECURITY AGREEMENTS

ELECTRONICALLY FILED - 2019 Oct 22 1:13 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

C/A No: 2019-CP-07-02279

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

Plaintiff

vs.

Rex A. Field, Tracy L. Field, et al

Defendant(s)

DEMAND FOR JURY TRIAL

COMES NOW Rex A. Field and Tracy L. Field ("Homeowner Defendants") hereby demands a trial by jury on all issues triable by a jury in the above-entitled action.

Respectfully submitted this day, October 22, 2019

Rex A. Field
PO Box 975
St. Helena Is., SC 29920

Tracy L. Field

Certificate of Service included

Page 1 of 1

2019 OCT 22 PM 12:30
JEAN MORESEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

ELECTRONICALLY FILED - 2019 Oct 30 12:33 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

Plaintiff

vs.

Rex A. Field, Tracy L. Field, et al,

Defendant(s)

C/A No: 2019-CP-07-02279

NOTICE: PLAINTIFF MUST SERVE HOMEOWNER DEFENDANTS BY TRADITIONAL MEANS

(Jury Trial)

TO: THE CLERK OF COURT FOR BEAUFORT COUNTY (Ms. Jerri Ann Roseneau) AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust ("Plaintiff") **MUST SERVE** the undersigned, Rex A. Field and Tracy L. Field ("Homeowner Defendants") **BY TRADITIONAL MEANS.**

On October 11, 2019, the Plaintiff filed the above-captioned Complaint *In The Court of Common Pleas, Beaufort County, South Carolina.* On October 22, 2019, the Plaintiff served the *Homeowner Defendants* the Summons and Complaint. On October 22, 2019, *Homeowner Defendants* filed "Demand for Jury Trial".

METHOD OF SERVICE OF PROCESS

The *Homeowner Defendants* are not part of the Court Electronic Filing or the Electronic Notification system and must be served by traditional means.

Notice: Serve all filings and correspondence via US Mail to the following address:

Rex Field and/or Tracy Field
PO Box 975
St. Helena, SC 29920

ELECTRONICALLY FILED - 2019 Oct 30 12:33 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

Homeowner Defendants hereby notify and advise the Court, the parties above-named, and their attorneys that they are appearing on behalf of themselves, *pro se*, and, in filing *NOTICE: PLAINTIFF MUST SERVE HOMEOWNER DEFENDANTS BY TRADITIONAL MEANS* ("NOTICE"), *Homeowner Defendants* **specifically reserve and does not waive any rights** (1) *In The Court of Common Pleas* and/or any other court of competent jurisdiction, (2) to *South Carolina Rules of Civil Procedure ("SCRCP")*, including, but not limited to, the right to trial by jury in any proceeding so triable in this case or any case, controversy, or proceeding related to this case pursuant to SCRCP Rule 38 or *Due Process* as declared by the Constitution or as given by a statue of South Carolina or under Federal law, (3) to answer the Complaint or otherwise respond within **(30) thirty days** from the date of service on or before **November 21, 2019** pursuant to SCRCP Rule 12, including, but not limited to, filing (4) Motions, (5) Defenses and Objections, (6) Counterclaims, (7) Cross-claims, and (8) Third-party complaints relating to necessary and/or indispensable parties.

PLEASE TAKE FURTHER NOTICE that *Homeowner Defendants* intend that neither this *NOTICE* nor any previous or later appearance, pleadings, claim, or suit shall waive (1) the right to Arbitration and/or Mediation, (2) the right to Foreclosure Intervention pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01, (3) the right to dispute the alleged debt under the Fair Debt Collection Practices Act ("FDCPA"), (4) the right to file complaints through any Federal or State regulatory or governing body, (5), or any other rights, claims, action, and defenses, to which said *Homeowner Defendants* are or may be entitled, in law or in equity, all of which rights, claims, actions, defenses said Homeowner Defendants expressly reserves.

Respectfully submitted this day, October 30, 2019

Rex Field

Tracy Field

Rex Field
PO Box 975
St. Helena, SC 29920

PAGE 2 of 2

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT **IN THE COURT OF COMMON PLEAS**

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

Plaintiff

vs.

Rex A. Field, Tracy L. Field, et al,

Defendant(s)

C/A No: 2019-CP-07-02279

MOTION FOR CASE TO BE HEARD BY JURY PURSUANT SCRCP 38(b)

(Jury Trial Demanded)

2019 NOV 1 PM 12:30

TO: THE CLERK OF COURT FOR BEAUFORT COUNTY, SC (Ms. Jerri Ann Roseneau):

COMES NOW Rex A. Field and Tracy L. Field ("*Homeowner Defendants*") hereby moves this Court to file the above-captioned case on the general docket *In The Court of Common Pleas* to be heard by a jury pursuant to the South Carolina Rules of Civil Procedure ("SCRCP") Rule 38(b), Rule 40, and Rule 53.

On October 11, 2019, unbeknownst to *Homeowner Defendants*, the Plaintiff filed the above-captioned Complaint *In The Court of Common Pleas,* Beaufort County, South Carolina.

On October 22, 2019, the Plaintiff served the *Homeowner Defendants* the Summons and Complaint.

On October 22, 2019, *Homeowner Defendants* filed "Demand for Jury Trial".

SCRCP RULE 38, JURY TRIAL OF RIGHT states in part *"**(b) Demand.** Any party may demand a trial by jury of any issue triable of right by a jury by serving upon the other parties a demand therefor in writing **at any time after the commencement of the action** and not later than 10 days after the service of the last pleading directed to such issue. Such demand may be endorsed upon a pleading of the party."*

SCRCP RULE 40 states in part *"**(a)(2) Pleading or Motion to Designate Type of Matter.** At the time of filing of a complaint or responsive pleading thereto, the party shall inform the clerk, or the*

pleadings shall state in the caption, subject to Rule 38(b), whether the matter is to be heard by a jury or to be heard by the court as a nonjury matter. In the absence of such statement the clerk shall file it as a nonjury matter, subject to a motion to transfer to the appropriate docket..."

SCRCP RULE 53 states in part "***(b) References.*** *...Any party may request a jury pursuant to Rule 38 on any or all issues triable of right by a jury and, upon the filing of a jury demand,* ***the matter shall be returned to the circuit court...***"

Homeowner Defendants **specifically reserve and does not waive any rights** (1) *In The Court of Common Pleas* and/or any other court of competent jurisdiction, (2) to *South Carolina Rules of Civil Procedures*, including, but not limited to, the right to trial by jury in any proceeding so triable in this case or any case, controversy, or proceeding related to this case or *due process* as declared by the Constitution or as given by a statue of South Carolina or under Federal law, (3) to answer the Complaint or otherwise respond within (30) thirty days from the date of service on or before November 21, 2019 pursuant to SCRCP Rule 12 or (4) to answer the Complaint or otherwise respond within (30) thirty days after the conclusion of Foreclosure Intervention and/or (30) thirty days after the conclusion of Mediation/ADR including, but not limited to, filing: Motions; Defenses and Objections; Counterclaims; Cross-claims; and Third-party complaints relating to necessary and/or indispensable parties.

PLEASE TAKE FURTHER NOTICE that *Homeowner Defendants* intend that neither this Motion nor any previous or later appearance, pleadings, claim, or suit shall waive (1) the right to Mediation/ADR, (2) the right to Foreclosure Intervention pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01, (3) the right to dispute the alleged debt under the Fair Debt Collection Practices Act ("FDCPA"), (4) the right to file complaints through any Federal or State regulatory or governing body, (5), or any other rights, claims, action, and defenses, to which said *Homeowner Defendants* are or may be entitled, in law or in equity, all of which rights, claims, actions,

defenses said *Homeowner Defendants* expressly reserves.

METHOD OF SERVICE OF PROCESS

The *Homeowner Defendants* are not part of the Electronic Filing or Electronic Notification system and must be served by traditional means.

Serve all filings and correspondence via US Mail to the following address:

Rex Field and/or Tracy Field
PO Box 975
St. Helena, SC 29920

WHEREFORE, the *Homeowner Defendants* pray for relief in this matter and respectfully requests that this Court file the case on the general docket in circuit court for a trial by jury.

Respectfully submitted this day, November 18, 2019





Rex Field
PO Box 975
St. Helena, SC 29920

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

C/A No: 2019-CP-07-02279

Plaintiff

vs.

CERTIFICATE OF SERVICE BY US MAIL

Rex A. Field, Tracy L. Field, et al

Defendant(s)

I hereby certify that a true and correct copy of the forgoing ***"MOTION FOR CASE TO BE HEARD BY JURY PURSUANT SCRCP 38(b)"*** was furnished by United States Mail, postage paid, this November 18, 2019 to the following:

VIA US MAIL
Bell Carrington Price & Gregg
Mr. J. Martin Page
508 Hampton Street, Suite 301
Columbia, SC 29201

HAND-DELIVERED
Beaufort County Clerk of Court
Ms. Jerri Ann Roseneau
Post Office Drawer 1128
Beaufort, South Carolina 29901

This day, November 18, 2019

Rex Field
PO Box 975
St. Helena, SC 29920

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT)	
)	CASE NO.: 2019-CP-07-02279
)	
Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC-2018-RPL6 Trust)	**MOTION AND ORDER INFORMATION**
Plaintiff,)	**FORM AND COVERSHEET**
vs.)	
)	
Rex A. Field, Tracy L. Field, et al)	
Defendant.)	

2019 NOV 18 PM 12:32

Plaintiff's Attorney:	Defendant's Attorney:
J. Martin Page, Bar No. 100200	Rex A. Field, Tracy L. Field, pro se, Bar No. n/a
Address:	Address:
Bell Carrington Price & Gregg, LLC	PO Box 975
508 Hampton Street, Suite 301	St Helena Is, SC 29920
Columbia, SC 29201	Phone: 803-609-0410 Fax____
Phone: 803-509-5078Fax____	E-mail: ____Other: ____
E-mail: ____Other: ____	

☒**MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐**FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐**PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: MOTION FOR CASE TO BE HEARD BY JURY PURSUANT TO SCRCP RULE 38(b)
Estimated Time Needed: 15 minutes Court Reporter Needed: ☒**YES**/☐ **NO**

SECTION II: Motion/Order Type

☒Written motion attached
☐Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Rex Field Tracy Field 11/18/2019____
Signature of Attorney for ☐ Plaintiff /☒ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: ____
☐ Other: ____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order.	JUDGE CODE ____
☐ Other:	Date: ____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust	**IN THE COURT OF COMMON PLEAS**
	C/A No: 2019-CP-07-02279
Plaintiff	**MOTION TO VACATE ORDER OF REFERENCE; RULE 38(b)**
vs.	
Rex A. Field, Tracy L. Field, et al, Defendant(s)	**(Jury Trial)**

JERRI ANN ROSENKAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT
2019 NOV 20 PM 3:43

COMES NOW Rex A. Field and Tracy L. Field ("*Homeowner Defendants*") hereby moves this Court to vacate the Clerk of Court's ***Order of Reference*** filed in the above-captioned case on October 17, 2019 pursuant to SCRCP Rule 3(a), Rule 38(b), Rule 40, and Rule 53, including, but not limited to, the right to trial by jury in any proceeding so triable in this case, and *due process* as declared by the Constitution or as given by a statue of South Carolina or under Federal law ("Motion"). *Homeowner Defendants* make this Motion without waiving and, in fact, specifically preserving, all objections and defenses to the above captioned Complaint and the Clerk of Court's *Order of Reference.*

PLEASE TAKE FURTHER NOTICE that *Homeowner Defendants* intend that neither this Motion nor any previous or later appearance, pleadings, claim, or suit shall waive to the right to answer the Complaint or otherwise respond within (30) thirty days from the date of service on or before November 21, 2019 pursuant to SCRCP Rule 12 or to answer the Complaint or otherwise respond within (30) thirty days after the conclusion of Foreclosure Intervention and/or (30) thirty days after the conclusion of Mediation/ADR including, but not limited to the right to Mediation/ADR, the right to Foreclosure Intervention pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01, the right to dispute the alleged debt under the Fair Debt Collection Practices Act ("FDCPA"), the right to file complaints through any Federal or State regulatory or governing body or any other rights, claims,

action, and defenses, to which said *Homeowner Defendants* are or may be entitled, in law or in equity, all of which rights, claims, actions, defenses said *Homeowner Defendants* expressly reserves.

The grounds for this Motion are as follows:

1. On On October 11, 2019, unbeknownst to *Homeowner Defendants*, the Plaintiff filed the above-captioned Complaint against the *Homeowner Defendants*
2. On October 16, 2019, unbeknownst to *Homeowner Defendants*, the Plaintiff filed **Order/Order Cover Sheet** $25.00, the court docket does not show the document. On October 16, 2019, the Plaintiff filed **NEF(10-16-2019 11:54:28 AM) Proposed Order/Referred to M...,** the court docket does not show the Proposed Order, neither filings were served on the *Homeowner Defendants.*
3. On October 17, 2019, unbeknownst to *Homeowner Defendants*, the Clerk of Court signed the ***Order of Reference***, the *Homeowner Defendants* were not served the Order. On October 17, 2019, the Clerk of Court sent "***Certificate of Electronic Notification to James Page - Notification transmitted on 10-17-2019 12:16:08 PM.***" stating that the *Homeowner Defendants* must be served by traditional means. To date, neither the Clerk of Court nor the Plaintiff have served the Proposed Order, the signed *Order of Reference*, or any other documents on the *Homeowner Defendants.*
4. On October 22, 2019, the Plaintiff commenced the above-captioned case by service of process on the *Homeowner Defendants* via the ***Summons and Complaint.***
5. On October 22, 2019, on the day of the commencement of the case, the *Homeowner Defendants* filed ***"Demand for Jury Trial".***
6. On October 29, 2019, *Homeowner Defendants* filed ***"Notice of Appearance as of October 22, 2019"***
7. *On November 18, 2019, Homeowner Defendants* filed ***"Motion for Case to be Heard by Jury Pursuant SCRCP Rule 38(b)"***

8. On November 20, 2019, filed this ***"Motion to Vacate Order of Reference; Rule 38(b)"***

9. The Court docket shows that the Plaintiff, in conjunction with the Clerk of Court, filed the ***Order of Reference*** on October 17, 2019 before the commencement of the case on October 22, 2019 when the *Homeowner Defendants* were served the *Summons and Complaint* and (43) forty-three days before the expiration of time for the *Homeowner Defendants* to answer or otherwise respond to said *Complaint* on or before November 21, 2019. At the time of the filing of this *Motion,* the *Homeowner Defendants* have not filed an answer or otherwise responded to the Plaintiff's *Complaint.*

10. The Plaintiff prepared a Proposed *Order of Reference* (October 16, 2019) referring the case to a master-in-equity which the Clerk of Court adopted and signed on October 17, 2019, before the commencement of the action on October 22, 2019, the *Homeowner Defendants* have not received notice of the Motion for *Order of Reference,* have not received notice of the *Proposed Order of Reference,* and have not received a signed copy of the signed *Order of Reference.*

11. The Clerk of Court has erred in ordering a mandatory reference, including, but not limited to violation of SCRCP Rule 3(a), violation of Rule of Rule 53(b), foreclosure of *Homeowner Defendants* rights to *due process* as declared by the Constitution and a jury trial, and the foreclosure of *Homeowner Defendants due process* rights in circuit court. South Carolina Rule of Civil Procedure 53(b) authorizes the circuit court to refer an action to a master-in-equity (1) by consent of the parties, (2) if there is a default, (3) in actions with complicated issues to be tried before a jury, and (4) in all other actions, upon application of any party or upon the court's motion.

12. In this case, the *Homeowner Defendants* did not consent to a reference and there was no default. Thus, the question becomes whether the case involves complicated issues to be tried before a jury or whether the action is equitable, permitting either party or the court to move for reference.

13. If the issues are complicated, a case may be referred to a master for the limited purpose of making factual findings to be received by the circuit court as evidence only. The record before us indicates that the action was referred to the master for final adjudication and provides for appeal, if any. The untimely and premature referral to the master-in-equity was not appropriate under the circumstances of this case.

14. Additionally, the right to a jury trial in an action to recover specific personal property is expressly preserved by SCRCP 38(a). This Rule states: The right of trial by jury as declared by Constitution or as given by a statute of South Carolina shall be preserved *139 to the parties inviolate. Issues of fact in an action for the recovery of money only or of specific real or personal property must be tried by a jury, unless a jury trial be waived.

15. Under Rule 38(a), the *Homeowner Defendants* are expressly entitled to a jury trial unless they waive that right. The record before this Court does not reflect a waiver. The procedure for demanding a jury trial is set forth in SCRCP 38(b) as follows: Any party may demand a trial by jury of an issue triable of right by a jury by serving upon the other parties a demand therefor in writing at any time after the commencement of the action and not later than 10 days after the service of the last pleading directed to such issue. Such demand may be endorsed upon a pleading of the party.

16. At a minimum, the *Homeowner Defendants* have ten days after service of their answer, in which to demand a jury trial. However, the case was referred by the Clerk of Court on October 17, 2019, **(5) five days prior the commencement of the case** and (43) forty-three days prior to the deadline to answer and before the time to answer had expired.

17. The Clerk of Court's premature ***Order of Reference*** deprived the *Homeowner Defendants* of their right to a jury trial as provided under Rule 38(a). The Summons and Complaint was filed on October 11, 2019. However, service of the summons and complaint was effectuated on October 22, 2019. **SCRCP 3(a)** states that a civil action is **commenced by the filing and**

service of a summons and complaint. The above-captioned Complaint was commenced on October 22, 2019. The jurisdiction vested in the circuit court upon commencement of the action on October 22, 2019, not (5) five days prior on October 17, 2019.

18. The failure of the Plaintiff and/or the Clerk of Court to give *Homeowner Defendants* notice and service of process of the Motion deprives the court of jurisdiction (Clerk of Court) to entertain a motion for a proposed order of reference and rendering the resulting *Order of Reference* void.
19. The Clerk of Court lacked jurisdiction to refer the case via *Order of Reference* because the case had not yet commenced at the time the *Order* signed and filed rendering the *Order* void.
20. The ***Order of Reference*** is void, frivolous, baseless and is without merit.
21. This Motion is further based on the pleadings, affidavits, and other documents filed in this case, the South Carolina Rules of Civil Procedure, the applicable statutory and case law of South Carolina, and any memorandum of law or other supporting materials to be submitted prior to, at, or subsequent to a hearing on this Motion.

WHEREFORE, *Homeowner Defendants* pray for relief in this matter and seek an order from this Court deeming the *Order of Reference* null and void and remand this case for a trial by jury.

Respectfully submitted this day, November 20, 2019

Rex Field

Tracy Field

Rex Field
PO Box 975
St. Helena, SC 29920

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT | **IN THE COURT OF COMMON PLEAS**

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

Plaintiff

vs.

Rex A. Field, Tracy L. Field, et al

Defendant(s)

C/A No: 2019-CP-07-02279

CERTIFICATE OF SERVICE BY US MAIL

I hereby certify that a true and correct copy of the forgoing "***MOTION TO VACATE ORDER OF REFERENCE; RULE 38(b)***" was furnished by United States Mail, postage paid, this November 20, 2019 to the following:

VIA US MAIL
Bell Carrington Price & Gregg
Mr. J. Martin Page
508 Hampton Street, Suite 301
Columbia, SC 29201

HAND-DELIVERED
Beaufort County Clerk of Court
Ms. Jerri Ann Roseneau
Post Office Drawer 1128
Beaufort, South Carolina 29901

This day, November 20, 2019



Rex Field
PO Box 975
St. Helena, SC 29920

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2019 -CP-07-02279
Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC-2018-RPL6 Trust Plaintiff, vs. Rex A. Field, Tracy L. Field, et al Defendant.	)	**MOTION AND ORDER INFORMATION** **FORM AND COVERSHEET**

2019 NOV 20 P 3:43
JERRI ANN ROZENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

Plaintiff's Attorney:	Defendant's Attorney:
J. Martin Page, Bar No. 100200 Address: Bell Carrington Price & Gregg, LLC 508 Hampton Street, Suite 301 Columbia, SC 29201 Phone: 803-509-5078Fax _____ E-mail: _____Other: _____	Rex A. Field, Tracy L. Field, pro se, Bar No. n/a Address: PO Box 975 St Helena Is, SC 29920 Phone: 803-609-0410 Fax_____ E-mail: _____Other: _____

☒**MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐**FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐**PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: MOTION TO VACATE ORDER OF REFERENCE; RULE 38(B)
Estimated Time Needed: 15 minutes Court Reporter Needed: ☒YES/☐ NO

SECTION II: Motion/Order Type

☒Written motion attached
☐Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Rex Field Tracy Field 11/20/2019
Signature of Attorney for ☐ Plaintiff /☒ Defendant
Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

ELECTRONICALLY FILED - 2019 Nov 21 1:14 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

2019 NOV 21 AM 11:46
TERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

Plaintiff

vs.

Rex A. Field, Tracy L. Field, et al,

Defendant(s)

IN THE COURT OF COMMON PLEAS

C/A No: 2019-CP-07-02279

NOTICE: FORECLOSURE INTERVENTION SC SUPREME COURT ADMINISTRATIVE ORDER NO. 2009-05-22-01

(Jury Trial)

PLEASE TAKE NOTICE that Rex A. Field and Tracy L. Field ("*Homeowner Defendants*") hereby request Foreclosure Intervention pursuant to South Carolina Supreme Court Administrative Order No. 2009-05-22-01 ("Notice").

The Order states in part: *"The Court having jurisdiction over the foreclosure action shall hear and determine any dispute concerning any party's compliance with this order, including without limitation, the failure of any party to act in good faith in complying with the terms of this order. In the event the Court determines that any party to the foreclosure action, or their acting agent, has failed to comply with the terms of this order, or has not attempted to reach an agreement for foreclosure intervention in good faith, the Court may, in its discretion, impose such sanctions as it determines to be reasonable and just under the circumstances, including without limitation, the assessment of reasonable attorneys' fees and costs against the culpable party."*

"The Court having jurisdiction over the action shall have the authority, and may in its discretion, order the parties to submit to mediation. In such event, the mediation shall proceed in accordance with the ADR Rules."

*(2) **Actions filed after May 9, 2011.***

In all mortgage foreclosure actions filed after May 9, 2011, the Mortgagee's attorney shall serve on the Mortgagor, along with the summons and complaint, a notice of the Mortgagor's right to foreclosure intervention.

No foreclosure hearing may be held in the foreclosure action until the Mortgagee's attorney certifies that the Mortgagee has complied with the requirements of paragraphs B (1) (a) through (e)...

If within thirty days after having been served with notice of the Mortgagor's rights, the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee, through its attorney, shall certify that fact to the Court, and the foreclosure action may proceed.

No foreclosure hearing or foreclosure sale may be held in the foreclosure action until the Mortgagee's attorney certifies the following:

> *(a) that the Mortgagor has been served with a notice of the Mortgagor's right to foreclosure intervention for the purpose of seeking a resolution of the foreclosure action by loan modification or other means of loss mitigation;*
>
> *(b) that the Mortgagee, or its designated agent, has received and examined all documents and records required to be submitted by the Mortgagor to evaluate eligibility for foreclosure intervention;*
>
> *(c) that the Mortgagor has been afforded a full and fair opportunity to submit any other information or data pertaining to the Mortgagor's loan or personal circumstances for consideration by the Mortgagee;*
>
> *(d) that after completion of the foreclosure intervention process, the Mortgagor does not qualify for loan modification or other means of loss mitigation, in accordance with any standards,*

ELECTRONICALLY FILED - 2019 Nov 21 1:14 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

rules or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process; and,

(e) that notice of the denial of loan modification or other means of loss mitigation has been served on the Mortgagor by mailing such notice to all known addresses of the Mortgagor; provided, that such notice shall also state that the ***Mortgagor has 30 days from the date of mailing of notice of denial of relief to file and serve an answer or other response to the Mortgagee's summons and complaint.***

WHEREFORE, the stay shall remain on the case until the conclusion of Mediation/ADR and, if such mediation fails, the *Homeowner Defendants* shall have (30) thirty days from the conclusion of the Mediation/ADR to answer the above-captioned Complaint or otherwise respond.

Respectfully submitted this day, November 21, 2019

Rex Field

Tracy Field

Rex Field
PO Box 975
St. Helena, SC 29920

ELECTRONICALLY FILED - 2019 Nov 21 1:14 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

ELECTRONICALLY FILED - 2019 Nov 21 1:14 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

C/A No: 2019-CP-07-02279

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

Plaintiff

vs.

Rex A. Field, Tracy L. Field, et al

Defendant(s)

CERTIFICATE OF SERVICE BY US MAIL

I hereby certify that a true and correct copy of the forgoing *"STAY: SC SUPREME COURT ORDER NO. 2009-05-22-01"* was furnished by United States Mail, postage paid, this November 20, 2019 to the following:

VIA US MAIL
Bell Carrington Price & Gregg
Mr. J. Martin Page
508 Hampton Street, Suite 301
Columbia, SC 29201

HAND-DELIVERED
Clerk of Court

This day, November 21, 2019

Rex Field
PO Box 975
St. Helena, SC 29920

2019 NOV 21 AM 11:46
JEANNE ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

ELECTRONICALLY FILED - 2020 Jan 30 7:44 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Plaintiff, vs. Rex A. Field, Tracy L. Field, Defendant(s).	IN THE COURT OF COMMON PLEAS C/A No.: 2019-CP-07-02279 **MOTION TO STRIKE DEFENDANTS' DEMAND FOR JURY TRIAL**

BCP No.: 19-43531

NOW COMES the Plaintiff, Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust ("Wilmington") and moves this Honorable Court for an Order which strikes the Defendants' request to have any issues of fact be tried before a jury as contained in the Defendants' Demand for Jury Trial, Motion to Vacate Order of Reference, and Motion for Case to be Heard by Jury. In support of its Motion, Wilmington states:

1. This action is a foreclosure action filed on October 11, 2019 and concerns property located in Beaufort County, South Carolina.

2. In the Defendants' Demand for Jury Trial, Motion to Vacate Order of Reference, and Motion for Case to be Heard by Jury, Defendants request or claim the right to a jury trial.

3. This foreclosure action is equitable in nature; the Defendants' claims are not compulsory in nature, and therefore the Defendants simply do not have a right to trial by jury. See U.S. Bank Trust Nat'l Ass'n v. Bell, 385 S.C. 364 (Ct. App. 2009) and N.C. Fed. Sav. & Loan Asso. v. DAV Corp, 298 S.C. 514, 381 S.E.2d 903 (1989).

4. Accordingly, Wilmington is entitled to an Order which strikes the Defendants' demand for a jury trial.

WHEREFORE, Plaintiff hereby moves this Court for the following relief:

(1) Issue an Order which strikes any reference to a jury demand or request in the Defendants' Motions and Demands;

(2) Issue an Order which directs the Clerk of Court to place this matter on the non-jury roster;

(3) Order such other and further relief as the court deems just and proper.

ELECTRONICALLY FILED - 2020 Jan 30 7:44 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

/s/J. Martin Page
J. Martin Page (SC Bar No.: 100200)
BELL CARRINGTON PRICE & GREGG, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
Phone 803.509.5078
Attorneys for the Plaintiff

Dated: January 30, 2020
Columbia, South Carolina

ELECTRONICALLY FILED - 2020 Feb 14 3:51 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust	**IN THE COURT OF COMMON PLEAS**
	C/A No: 2019-CP-07-02279
Plaintiff	**RESPONSE IN OPPOSITION TO MOTION TO STRIKE DEFENDANTS' DEMAND FOR A JURY TRIAL; AFFIDAVIT**
vs.	
Rex A. Field and Tracy L. Field Defendants	(Jury Trial)

Defendants Rex A. Field and Tracy L. Field respond to Plaintiff's Motion to Strike Defendants' Demand for a Jury Trial ("Motion"). The Court should deny the Motion for three reasons. First, Defendants timely and properly filed a jury trial demand that more than meets the standard for a demand for a jury trial on all issues triable by a jury pursuant to the South Carolina Rules of Civil Procedure Rule 38. Defendants have properly preserved their right to a trial by jury and the Defendants have not waived their right to a trial by jury. Additionally, there are no conditions precedent in this case that entitle the Plaintiff to even file a Motion to Strike the Defendants' right to have a trial by jury and no conditions exist for the the Court to consider or hear the Motion on the merits. Second, the Defendants timely and properly requested Foreclosure Intervention pursuant to South Carolina Supreme Court Administrative Order No. 2009-05-22-019 ("Order") that states ***"All proceedings in the foreclosure action shall be stayed until completion of such foreclosure intervention"*** (emphasis added). Accordingly, the Court should deny Plaintiff's Motion to Strike Defendants' Demand for a Jury Trial because foreclosure intervention is not completed and *"all proceedings in the foreclosure action shall be stayed until completion of such foreclosure intervention"* pursuant to the Order. Such a Motion is improper at this time and should be denied. Third, the deadline for the Defendants to file an Answer to the Complaint or

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otherwise respond has not expired. The Defendants deadline is (30) thirty days after the certification of the conclusion of foreclosure intervention and after the conclusion of Mediation/ADR for foreclosure intervention relating to the deadline to file an Answer; Motions; Defenses and Objections; Counterclaims; Cross-claims; and/or Third-party complaints relating to necessary and/or indispensable parties. At this point, the parties are to pursue foreclosure intervention pursuant to the Order and/or Mediation/ADR relating to foreclosure intervention. Any other issues must be stayed pending the completion of foreclosure intervention and an additional (30) thirty days for the Defendants to file an answer or otherwise respond, if necessary. Thus, the Motion to Strike is untimely given the procedural posture of this case. Plaintiff has chosen to disregard the SC Supreme Court Order and move forward with the Motion. Plaintiff's Motion is one of their premature pleadings.

Defendants' Demand For a Jury Trial Is Proper and the Court Should Deny Plaintiff's Motion to Strike

Plaintiff initiated this lawsuit and now seeks to deprive Defendants of the right to have a trial by jury with their baseless Motion to Strike. Plaintiff has untimely moved the Court at a time when there is a Stay on the case and before the Defendants have had an opportunity to answer the Complaint. Plaintiff has moved to Strike any reference to a jury demand from the jury demand itself and to strike any reference to a jury demand from two of the Defendants motions of which the Plaintiff has not responded (Motion to Vacate Order of Reference and Motion for the Case to be heard by Jury).

Plaintiff's Motion to Strike Defendants' Jury Trial Demand is an unfounded attempt to deprive the Defendants of a the right to a jury trial and to deprive the Defendants the right to have the case tried in Circuit Court. The proper question before the Court at this point is not whether the Defendants demand for a jury trial has merit but rather that the Plaintiff's Motion to Strike is untimely given that there is a Stay on the case and an answer to the Complaint from the Defendants has yet to be required.

The Court should deny Plaintiff's Motion to Strike Defendants' Demand For Jury Trial because Defendants should be allowed to complete foreclosure intervention and to plead an answer or otherwise

ELECTRONICALLY FILED - 2020 Feb 14 3:51 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

respond to the Complaint, if necessary.

Plaintiff erroneously cites substantive law and facts in their Motion to Strike Defendants' Demand For Jury Trial. As such, the Plaintiff can not strike the Defendants' right to a trial by jury before they know the outcome of foreclosure intervention and/or before an answer to the Complaint has been required and answered. Plaintiff erroneously asserted that *"the Defendants claims are not compulsory in nature, and therefore the Defendants simply do not have a right to a trial by jury"*. Here, the Defendants have not filed an answer, thus, the Plaintiff has no right to strike Defendants' right to a jury trial when there is no pleading/answer for the Plaintiff to strike. The Plaintiff has chosen to disregard the South Carolina Supreme Court Administrative Order and move forward with an untimely and improper Motion to Strike. The Plaintiff should withdraw their Motion. Plaintiff should comply with Rule 11 and not file motions outside of Judicial Orders and motions lacking ground to support them.

WHEREFORE, Defendants respectfully requests that this Honorable Court deny Plaintiff's Motion to Strike Defendants' Demand For Jury Trial.

AFFIDAVIT

Personally appeared before me, the undersigned Notary Public duly authorized to administer oaths, Rex A. Field and Tracy L. Field, who after being duly sworn deposes and states that he/~~she~~ is authorized to make this verification on behalf of themselves and the statements and evidence are true and correct based upon his personal knowledge.

This day, February 14, 2020 Rex A. Field Tracy L. Field

Sworn before me, this 14th day of February, 2019

Notary Public
State of South Carolina
Beaufort County

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

C/A No: 2019-CP-07-02279

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

Plaintiff

vs.

Rex A. Field and Tracy L. Field

Defendants/Counter-Plaintiffs

ANSWER, COUNTERCLAIMS AND THIRD-PARTY COMPLAINT

(JURY TRIAL DEMANDED)

VERIFIED COMPLAINT

Rex A. Field and Tracy L. Field

Third-Party Plaintiff

vs.

Federal National Mortgage Association (Fannie Mae), Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, DLJ Mortgage Capital Inc., and Unknown Defendants 1-10

Third-Party Defendants

JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT
2021 FEB 19 PM 2:43

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1. COMES NOW Rex and Tracy Field, (hereinafter "Defendants" or "Homeowners" or "Counter-Plaintiffs" or "Third-Party Plaintiffs"), in answer to the Plaintiff's Complaint and as counterclaim, and a Third-Party Complaint by virtue of the order dated January 20, 2021 by The Honorable Bentley Price ordering the parties to participate in mediation, the Defendants shall

file an answer or other pleading to the Plaintiff's Complaint within thirty (30) days from entry of the Order; the parties shall conduct a meditation within sixty (60) days of Defendants answer or other pleading; the Defendants answer, counterclaim, and third-party complaint are without waiver or consent to jurisdiction, but are necessary to preserve the Defendants rights, answers, and claims and alleges as follows:

AFFIRMATIVE DEFENSE #1

2. Any allegation of the Complaint not herein admitted, qualified, or explained is denied. Any allegations of the Complaint subject of qualified admissions made herein are denied insofar as the allegations are not qualifiedly admitted, and any allegations of the Complaint subject of any other qualifications or explanations herein are denied insofar as they are not otherwise qualified or explained.
3. Responding to the above-captioned Plaintiff, the Defendants deny that the captioned Plaintiff matches the assignee of the purported "Assignment of Mortgage", to the extent that it is inconsistent therewith, the Defendants deny that the Plaintiff is entitled to any relief.
4. Responding to the captioned "FORECLOSURE OF REAL ESTATE MORTGAGE", to the extent that it is inconsistent with the general allegations therewith, the Defendants deny that the Complaint is an action for foreclosure.
5. Responding to the captioned "(Deficiency Judgment Demanded as to Defendants Rex A. Field and Tracy L. Field)", to the extent that it is inconsistent with the general allegations therewith, the Defendants deny that the Plaintiff is entitled to a deficiency judgment.
6. Responding to "The Plaintiff above-named, complaining of the Defendants herein, alleges that:", the Defendants deny that the Plaintiff is entitled to a Complaint against the Defendants.
7. Responding to "NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C", the Defendants have timely and properly disputed the debt within (30) days of first being contacted, to the extent that the Plaintiff has not validated the debt, the Defendants

deny that the "Plaintiff is the creditor to whom the debt is owed". Defendants deny the remaining statements contained in the FDCPA notice.

8. Answering the allegations of paragraph 1, Defendants re-allege its responses to Paragraphs 1-7 as if set forth herein. Further responding to the allegations of paragraph 1, to the extent that Plaintiff Wilmington Savings Fund Society, FSB is acting "not in its individual capacity", Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina. Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB, is acting solely as "not in its individual capacity".

(8.1) Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB is acting but solely as "owner trustee" for CSMC 2018-RPL6 Trust;

(8.2) Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB is "owner" of CSMC 2018-RPL6 Trust;

(8.3) Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB is a "trustee" for CSMC 2018-RPL6 Trust;

(8.4) Further responding to paragraph 1, to the extent that Wilmington Savings Fund Society, FSB is acting as a "owner trustee" and "not in its individual capacity", Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina;

(8.5) Further responding to paragraph 1, to the extent that Christiana Trust Company of Delaware a/k/a "CHRISTIANA TRUST" formed as a separate legal entity as a "Limited Purpose Trust" in Delaware acting in the capacity as "Owner Trustee" on behalf of CSMC 2018 Trust, Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina;

(8.6) Further responding to paragraph 1, to the extent that "Wilmington Savings Fund Society, FSB, not in its individual capacity, d/b/a CHRISTIANA TRUST as Owner Trustee on behalf of CSMC 2018 RPL6 Trust", Defendants deny that it is a business entity duly authorized to

conduct business in the State of South Carolina;

(8.7) Further responding to paragraph 1, to the extent that "CSMC 2018 RPL6 Trust" a/k/a Credit Suisse Mortgage 2018 RPL6 formed as a separate legal entity as a Delaware Statutory Trust ("DST"), Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina;

(8.8) Further responding to the allegations of paragraph 1, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

9. Answering the allegations of paragraph 2, Defendants re-allege its responses to Paragraphs 1-8 as if set forth herein. Further responding to the allegations of paragraph 2, Defendants admit that SC Code Ann. 36-2-803 exists. Further responding to paragraph 2, Defendants deny that the court has proper jurisdiction pursuant to SC Code Ann. 36-2-803;

(9.1) Further responding to paragraph 2, Defendants admit that they are owners of the real property located at 1 Dulamo Bluff Rd., Saint Helena Island, SC 29920. Further responding to the allegations of paragraph 2, Defendants deny that the Plaintiff is entitled to foreclose on the subject real estate of this action;

(9.2) Further responding to paragraph 2, Defendants deny that Dulamo Estates Homeowners' Association, Inc. are a Defendant. Further responding to paragraph 2, Defendants deny that any money is owed to Dulamo Estates Homeowners' Association, Inc;

(9.3) Further responding to the allegations of paragraph 2, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

10. Answering the allegations of paragraph 3, Defendants re-allege its responses to Paragraphs 1-9 as if set forth herein. Further responding to the allegations of paragraph 3, Defendants admit that Defendants real property is located in the county of Beaufort, State of South Carolina.

Further responding to the allegations of paragraph 3, to the extent that the Plaintiff has not alleged a cause of action for foreclosure, Defendants deny this is an action for foreclosure;

(10.1) Further responding to the allegations of paragraph 3, to the extent that the Plaintiff has not alleged a cause of action for foreclosure, Defendants deny that Defendants real property is the subject of this action;

(10.2) Further responding to the allegations of paragraph 3, Defendants deny that the Court has proper jurisdiction over the subject matter and the parties of this action;

(10.3) Further responding to paragraph 3, Defendants deny that Plaintiff has any claim to the real property of the Defendants described herein;

(10.4) Further responding to the allegations of paragraph 3, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

11. Answering the allegations of paragraph 4, Defendants re-allege its responses to Paragraphs 1-10 as if set forth herein. Further responding to the allegations of paragraph 4, to the extent that the Plaintiff has not alleged that they are the owner and holder of the purported FNMA note and mortgage, Defendants deny that they are the owner and holder of the purported FNMA note and mortgage.

(11.1) Further responding to paragraph 4, to the extent that the purported FNMA note is not attached to the Complaint, the purported FNMA note is not within the four corners of the Complaint, and the purported FNMA note is not a recorded document in Beaufort County, SC ROD, the Defendants deny its validity and enforceability;

(11.2) Further responding to the allegations of paragraph 4, Defendants deny that the Plaintiff is the owner and holder of the note and mortgage. Further responding to the allegations of paragraph 4, Defendants deny that the Plaintiff has any legal right to enforce the note and/or mortgage;

(11.3) Further responding to the allegations of paragraph 4, to the extent that Federal National Mortgage Association a/k/a FNMA or FNMA Trustee, now known as Fannie Mae, was the last known owner of the purported FNMA note of FNMA Loan #1700119966 on or about December 7, 2005;

(11.4) Further responding to the allegations of paragraph 4, pursuant to the MERS Milestones Report for 100456-000073195-5 when the purported FNMA note was securitized and sold to investors of a FNMA MBS Trust, the true creditors, governed by the FNMA Trust Indenture, to the extent that FNMA Trustee was the absolute last owner of the note held for the benefit of such investors governed by the controlling FNMA Trust Indenture of which FNMA remained the guarantor until such time that FNMA fully prepaid the purported note on or about December 22, 2010;

(11.5) Further responding to the allegations of paragraph 4, to the extent that FNMA or FNMA Trustee was the last known owner of the purported FNMA note and subsequently FNMA fully prepaid the purported FNMA note, and to the extent that FNMA or FNMA Trustee **"shall have no authority to sell or hypothecate or make any substitution for any mortgage loan"** pursuant to the governing FNMA Trust Indenture, Defendants deny that the Plaintiff has the legal right to enforce the purported FNMA note;

(11.6) Further responding to the allegations of paragraph 4, Defendants deny that the Plaintiff has the legal right to enforce the purported the mortgage;

(11.7) Further responding to the allegations of paragraph 4, Defendants deny that the purported unenforceable and invalid purported FNMA note is negoitable by anyone, including FNMA and/or the Plaintiff;

(11.8) Further responding to paragraph 4, Defendants deny that the purported FNMA note is secured by the E*Trade mortgage;

(11.9) Further responding to the allegations of paragraph 4, Defendants admit that Rule 17(a)

of the South Carolina Rules of Civil Procedure exists, Defendants deny that Plaintiff is a real party in interest;

(11.10) Further responding to the allegations of paragraph 4, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

12. Answering the allegations of paragraph 5, Defendants re-allege its responses to Paragraphs 1-11 as if set forth herein. Further responding to the allegations of paragraph 5, to the extent that the governing FNMA Trust Indenture strictly prohibits a loan modification that reduces the Mortgage Interest Rate or extends the final maturity, Defendants deny that the purported FNMA note would be eligible or modifiable by the Home Affordable Modification Program "HAMP";

(12.1) Further responding to the allegations of paragraph 5, Defendants deny that the purported FNMA note was modifiable by HAMP at any time since its inception in 2005 to the present;

(12.2) Further responding to the allegations of paragraph 5, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

13. Answering the allegations of paragraph 6, Defendants re-allege its responses to Paragraphs 1-12 as if set forth herein. Further responding to the allegations of paragraph 6, Defendants deny that they are *("Borrowers")* of the Plaintiff;

(13.1) Further responding to the allegations of paragraph 6, to the extent that the purported FNMA note is not attached to the Complaint, the purported FNMA note is not within the four corners of the Complaint, and the purported FNMA note is not a recorded document in Beaufort County, SC ROD, the Defendants deny the validity and enforceability of the purported FNMA note;

(13.2) Further esponding to the allegations of paragraph 6, to the extent that the purported FNMA note is a "Fannie Mae/Freddie Mac - UNIFORM INSTRUMENT MULTISTATE

FIXED RATE NOTE – Single Family", the purported FNMA note was for the sole purpose of a FNMA MBS Trust for the benefit of the FNMA investors, the true creditors for a FNMA MBS Trust, governed by the controlling FNMA Trust Indenture;

(13.3) Further responding to the allegations of paragraph 6, to the extent that the Plaintiff does not allege that it is holder-in-due-course of the purported FNMA note pursuant to the Uniform Commercial Code UCC 3-302, Defendants deny that the Plaintiff is holder-in-due course of the FNMA note;

(13.4) Further responding to the allegations of paragraph 6, to the extent that the Plaintiff is not a purchaser for value of the purported FNMA note, not a purchaser in good faith, and not a purchaser without notice of defects and that the purported FNMA note has been prepaid in full and that FNMA pursuant to the controlling FNMA Trust Indenture as it prohibits FNMA from selling the purported FNMA note. Further responding to the allegations of paragraph 6, Defendants deny that the Plaintiff has any legal rights to payment under the purported FNMA note;

(13.5) Further responding to the allegations of paragraph 6, Defendants further deny that the Plaintiff has any legal right to enforce the purported FNMA note;

(13.6) Further responding to the allegations of paragraph 6, Defendants further deny that the Plaintiff has any legal right to foreclose on the purported FNMA note;

(13.7) Further responding to the allegations of paragraph 6, Defendants further deny that the Plaintiff is the real party in interest pursuant to SCRCP Rule 17a;

(13.8) Further responding to the allegations of paragraph 6, Defendants deny that the purported FNMA note is negotiable;

(13.9) Further responding to the allegations of paragraph 6, Defendants deny that they have made executed, and delivered any loan documents to the Plaintiff;

(13.10) Further responding to the allegations of paragraph 6, Defendants deny that E*Trade

Mortgage Corporation ("E*Trade") is referenced as ("Payee") on the purported FNMA note;

(13.11) Further responding to paragraph 6, Defendants deny that monies are owed to E*Trade or that any monies are owed to the Plaintiff on the purported FNMA note;

(13.12) Further responding to the allegations of paragraph 6, to the extent that FNMA fully prepaid the purported FNMA note in full on December 22, 2010, Defendants deny that monies are owed to the Plaintiff;

(13.13) Further responding to the allegations of paragraph 6, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

14. Answering the allegations of paragraph 7, Defendants re-allege its responses to Paragraphs 1-13 as if set forth herein. Further responding to the allegations of paragraph 7, Defendants deny that the alleged E*Trade mortgage secures the payment of the purported FNMA note;

(14.1) Further responding to the allegations of paragraph 7, Defendants admit that Mortgage Electronic Registration Systems, Inc. ("MERS") was embedded as nominee in the E*Trade mortgage;

(14.2) Further responding to the allegations of paragraph 7, pursuant to the MERS Milestones Report for 100456-000073195-5, MERS was removed from the E*Trade mortgage extinguishing the mortgage in 2011, and the E*Trade mortgage was never assigned back to MERS, the purported FNMA note became inactive on the MERS system;

(14.3) Further responding to the allegations of paragraph 7, Defendants deny that they are currently *("Mortgagors")* to an extinguished E*Trade Mortgage Corp. or *("Mortgagors")* to Mortgage Electronic Registration Systems, Inc. ("MERS"), pursuant to the MERS Milestones Report for 100456-000073195-5, the purported mortgage was extinguished and the MERS has been removed from the purported mortgage;

(14.4) Further responding to the allegations of paragraph 7, Defendants deny that they made,

executed, and delivered the purported mortgage to Mortgage Electronic Registration Systems, Inc. ("MERS");

(14.5) Further responding to the allegations of paragraph 7, Defendants deny that the *("Subject Mortgage")* secures the *("Subject Property")* of the Defendants;

(14.6) Further responding to the allegations of paragraph 7, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

15. Answering the allegations of paragraph 8, Defendants re-allege its responses to Paragraphs 1-14 as if set forth herein. Further responding to the allegations of paragraph 8, to the extent that the original authentic mortgage with the blue ink signature in its present form is not recorded in the Beaufort County, SC ROD, the current original would show the mortgage stamped in red ink "PAID IN FULL", Defendants deny that the purported mortgage recorded in October 13, 2005 is the original in its present form and Defendants deny that the purported recorded mortgage is valid or enforceable;

(15.1) Further responding to the allegations of paragraph 8, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

16. Answering the allegations of paragraph 9, Defendants re-allege its responses to Paragraphs 1-15 as if set forth herein. Further responding to the allegations of paragraph 9, to the extent that a purported E*Trade/MERS extinguished mortgage purportedly assigned to Citimortgage recorded November 22, 2010 in Book 03012 at Page 1418, which at the time, the purported FNMA note was owned/held by FNMA, Trustee for benefit of the FNMA MBS Trust investors, Defendants deny the purported assignment of mortgage because the purported mortgage and purported mortgage assignment was void and a nullity;

(16.1) Further responding to the allegations of paragraph 9, to the extent that the purported

extinguished mortgage that was purportedly assigned from Citimortgage to Nationstar Mortgage, LLC by assignment recorded August 10, 2016 in Book 3505 at Page 2468, Defendants deny the purported assignment of mortgage because the purported mortgage and mortgage assignment are void and are a nullity;

(16.2) Further responding to the allegations of paragraph 9, to the extent that the extinguished mortgage that was purportedly assigned from Nationstar Mortgage, LLC to ("**Wilmington Savings Fund Society, FSB, not in its individual capacity, d/b/a CHRISTIANA TRUST as Owner Trustee on behalf of CSMC 2018 RPL6 Trust**") by assignment recorded December 18, 2018 in Book 3722, Defendants deny the purported assignment of mortgage because the mortgage and mortgage assignment are void and are a nullity;

(16.3) Further responding to the allegations of paragraph 9, all three of the above referenced purported assignments of mortgage contain forged signatures, false statements, contain notary fraud, are fabricated and fraudulent;

(16.4) Further responding to the allegations of paragraph 9, to the extent that FNMA was the last known owner of the purported FNMA note, and the fact that FNMA is strictly prohibited from selling the purported FNMA note pursuant to the governing Trust Indenture, Defendants deny all three of the above referenced purported mortgage assignments;

(16.5) Further responding to the allegations of paragraph 9, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

17. Answering the allegations of paragraph 10, Defendants re-allege its responses to Paragraphs 1-16 as if set forth herein. Further responding to the allegations of paragraph 10, Defendants deny that the purported mortgage evidences a mortgage, the mortgage is extinguished;

(17.1) Further responding to the allegations of paragraph 10, Defendants deny that the purported mortgage secures the repayment of money;

(17.2) Further responding to the allegations of paragraph 10, Defendants deny that monies were advanced by a "Payee" to the Defendants;

(17.3) Further responding to the allegations of paragraph 10, Defendants deny that they are Mortgagors on an extinguished purported mortgage;

(17.4) Further responding to the allegations of paragraph 10, Defendants deny that the purported *"Subject Mortgage"* constitutes a valid first lien on the purported *"Subject Property"*;

(17.5) Further responding to the allegations of paragraph 10, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

18. Answering the allegations of paragraph 11, Defendants re-allege its responses to Paragraphs 1-17 as if set forth herein. Further responding to the allegations of paragraph 11, Defendants deny that all notices required by the terms of the purported extinguished mortgage or by State or Federal law have been given to the applicable defendant(s) prior to the commencement of this action;

(18.1) Further responding to the allegations of paragraph 11, Defendants deny that the any notices are required by an extinguished mortgage or by the purported fully prepaid FNMA note;

(18.2) Further responding to the allegations of paragraph 11, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

19. Answering the allegations of paragraph 12, Defendants re-allege its responses to Paragraphs 1-18 as if set forth herein. Further responding to the allegations of paragraph 12, Defendants deny that the purported "Subject Mortgage" secures the terms of the purported FNMA Note;

(19.1) Further responding to the allegations of paragraph 12, Defendants deny that they are in default on the purported FNMA note;

(19.2) Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff has the right to enforce the purported FNMA note;

(19.3) Further responding to the allegations of paragraph 12, Defendants deny that they have defaulted on any of the conditions and requirements in the purported mortgage because the mortgage is unenforceable, void, a nullity, and extinguished;

(19.4) Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff has the right to enforce the subject mortgage;

(19.5) Further responding to the allegations of paragraph 12, Defendants deny that they are required to comply with the purported extinguished unenforceable void mortgage;

(19.6) Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff is entitled to accelerate the purported FNMA note;

(19.7) Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff is the legal holder of the FNMA note or subject mortgage;

(19.8) Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff has the right to demand payment from the Defendants for any reason;

(19.9) Further responding to the allegations of paragraph 12, Defendants deny that the purported FNMA note may become at once due or once due and payable without notice;

(19.10) Further responding to the allegations of paragraph 12, Defendants deny that the purported FNMA note is collectible by foreclosure;

(19.11) Further responding to the allegations of paragraph 12, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

20. Answering the allegations of paragraph 13, Defendants re-allege its responses to Paragraphs 1-19 as if set forth herein. Further responding to the allegations of paragraph 13, Defendants deny that any of the terms of the purported FNMA note are enforceable;

(20.1) Further responding to the allegations of paragraph 13, Defendants deny that the Defendants are required to pay all collection costs or attorneys' fees;

(20.2) Further responding to the allegations of paragraph 13, Defendants deny that the purported FNMA note was placed in the hands of counsel on behalf of the Plaintiff for collection;

(20.3) Further responding to the allegations of paragraph 13, Defendants deny that the purported FNMA Note was placed in the hands of counsel on behalf of FNMA for collection;

(20.4) Further responding to the allegations of paragraph 13, Defendants deny that the Plaintiff has the right to collect on the purported FMMA note;

(20.5) Further responding to the allegations of paragraph 13, Defendants deny that the Plaintiff has the right to initiate a collection action against the Defendants relating to the purported FNMA note;

(20.6) Further responding to the allegations of paragraph 13, Defendants deny that they are are in default of the purported FNMA note or the purported extinguished mortgage;

(20.7) Further responding to the allegations of paragraph 13, Defendants deny that Plaintiff and/or its counsel have any collection rights against the Defendants;

(20.8) Further responding to the allegations of paragraph 13, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

21. Answering the allegations of paragraph 14, Defendants re-allege its responses to Paragraphs 1-20 as if set forth herein. Further responding to the allegations of paragraph 14, Defendants deny that the Plaintiff has the right to a personal judgment against the Defendants, Further responding to the allegations of paragraph 14, Defendants deny that the the Plaintiff has the right to a deficiency judgment against the Defendants;

(21.1) Further responding to the allegations of paragraph 14, Defendants deny that the Plaintiff

has the right to enforce the purported FNMA note or the extinguished E*Trade mortgage;

(21.2) Further responding to the allegations of paragraph 14, Defendants deny that the Plaintiff has the right to foreclose on the Defendants property;

(21.3) Further responding to the allegations of paragraph 14, Defendants deny that the Plaintiff has the right to collect the costs of collection;

(21.4) Further responding to the allegations of paragraph 14, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

22. Answering the allegations of paragraph 15, Defendants re-allege its responses to Paragraphs 1-21 as if set forth herein. Further responding to the allegations of paragraph 15, Defendants deny that they were in default on or around January 1, 2019 on the purported FNMA note;

(22.1) Further responding to the allegations of paragraph 15, Defendants deny that they failed to make the required payment of interest and principal due on the purported FNMA note or that a payment was required on the purported FNMA note;

(22.2) Further responding to the allegations of paragraph 15, Defendants deny that there is now due and owing and unpaid upon the purported FNMA note and extinguished mortgage the full and just principal sum of $288,872.61 together with interest at the rate of 2.00% per annum;

(22.3) Further responding to the allegations of paragraph 15, Defendants deny that they are required to pay any attorneys' fees for the collection thereof and the costs of this action;

(22.4) Further responding to the allegations of paragraph 15, Defendants deny that Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property;

(22.5) Further responding to the allegations of paragraph 15, Defendants deny that they are bound by the terms of the extinguished mortgage or the purported FNMA note. Further responding to the allegations of paragraph 15, Defendants deny that the Plaintiff has the right to add additional sums or collect a debt from the Defendants;

(22.6) Further responding to the allegations of paragraph 15, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

23. Answering the allegations of paragraph 16, Defendants re-allege its responses to Paragraphs 1-22 as if set forth herein. Further responding to the allegations of paragraph 16, Defendants deny that the Defendant Dulamo Estates Homeowners Association, Inc. is a Defendant;

(23.1) Further responding to the allegations of paragraph 16, Defendants deny that Dulamo Estates Homeowners Association, Inc. has claim or interest in the subject property;

(23.2) Further responding to the allegations of paragraph 16, Defendants deny that the Plaintiff is entitled to a judicial sale of the Defendants property;

(23.3) Further responding to the allegations of paragraph 16, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

24. Responding to "WHEREFORE, Plaintiff prays judgment that", Defendants re-allege its responses to Paragraphs 1-24 as if set forth herein. Further responding, Defendants deny that there is an amount due on the purported FNMA note or from the subject extinguished E*Trade mortgage;

A). Further responding to paragraph A, Defendants deny that the Plaintiff has the right to enforce the purported FNMA note and/or the extinguished mortgage. Further responding to "WHEREFORE, Plaintiff prays judgment that:", Defendants deny that the Plaintiff has the right to collect attorney's fees and costs of this action;

B). Further responding to paragraph B, Defendants deny that they have any rents, issue, profits, tenants occupying or anyone exercising control over the property. Further responding that the Defendants deny that the subject property is a mortgaged property. Further responding that the Defendants deny that the Plaintiff has the right to appoint a Receiver to collect the rents, issue,

profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

C). Further responding to paragraph C, Defendants deny that the Plaintiff is entitled for the extinguished mortgage to be declared a valid first lien. Further responding, Defendants deny that the Plaintiff is entitled to have judgment of foreclosure. Further responding, Defendants deny that there is any amount due and owing thereon. Further responding, Defendants deny that the Plaintiff is entitled to any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.

D). Further responding to paragraph D, Defendants deny that the Plaintiff has the right to sell the Defendants property or for the Court to bar the equity of redemption be barred or use any proceeds from any sale. Further responding, Defendants deny that the Plaintiff has the right charge the to the costs and expenses of the within action and said sale, has no right to the payment and discharge of the amount due on the purported Plaintiffs Note(s) and Subject Mortgage(s), together with attorney's fees as aforesaid. Further responding, Defendants deny that the Plaintiff has the right to distribute surplus or award the Plaintiff a deficiency judgment against the Defendants in the event that the proceeds of the sale of the Property are insufficient to pay in full the indebtedness, including costs of collection.

E). Further responding to paragraph A, "For such other and further relief as may be just and proper", Defendants deny that the Plaintiff is entitled to any relief. Defendants responding to "FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein." Further responding, Defendants deny that the Plaintiff is entitled to order or direct the Sheriff of Beaufort County to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said property

without delay, and to keep the successful bidder or his assigns in such peaceable possession.

DEFENSE #2

25. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

26. On or about May 11, 2020, the CSMC 2018 RPL6 Trust was securitized;

27. The sponsor for CSMC 2018 RPL6 Trust is DLJ Mortgage Capital, Inc., wholly owned subsidiary of Credit Suisse (USA) Inc.,

28. DLJ Mortgage Capital, Inc., ("DLJ") as the sponsor of CSMC 2018 RPL6 Trust, acquired all of the mortgage loans from Fannie Mae on or about September 21, 2018;

29. The depositor for the CSMC 2018 RPL6 Trust is "Credit Suisse First Boston Mortgage Securities Corp." filed Form ABS-15G with the Securities and Exchange Commission ("SEC") a due diligence report performed by AMC Diligence, LLC ("AMC");

30. The AMC Due Diligence Executive Summary of the CSMC 2018 RPL6 Trust, including a Collection Comment Review, Payment history review, and a tax and title review, the SEC public filing shows a completed Compliance Review of the 20,125 FNMA mortgage loans acquired by DLJ for the CSMC 2018 RPL6 Trust for the sole benefit of the single shareholder (PIMCO Income Fund, the largest bond mutual fund in the world);

(30.1) The CSMC 2018 RPL6 Trust consists of former FMNA loans starting with the FNMA loan number 1700XXXXXX, (Homeowners' FNMA loan number is 1700119966) every mortgage loan in the CSMC 2018 RPL6 Trust were formerly serviced by NATIONSTAR, LLC doing business as Mr. Cooper that were acquired by DLJ Mortgage Capital, Inc. as the winning bidder of the July 2018 FNMA auction ("FNMA RPL2-PL3 SALE"), PL3 is Pool 3 of 4 Pools acquired by DLJ, nearly all of the mortgage loans were subject to the controlling FNMA Trust Indenture that originated for FNMA loans between approximately 2002 through mid-2007;

(30.2) The AMC due diligence reports filed with the SEC on May 11, 2020 shows all 20,125

FNMA loan numbers that were acquired by DLJ Capital Mortgage, Inc., for CSMC 2018 RPL6 Trust. Homeowners conducted an exhaustive manual review of all 20,125 FNMA loan numbers in the CSMC 2018 RPL6 Trust and a complete computer scan of thousands of pages of documents and all of the 20,125 FNMA loan numbers in CSMC 2018 RPL6 Trust, the Homeowners' **FNMA Loan #1700119966 IS NOT OWNED BY THE CSMC 2018 RPL6 TRUST;**

(30.3) The securitization of the CSMC 2018 RPL6 Trust on May 11, 2020 did not occur until (7) seven months after the Plaintiff filed the above referenced Complaint on October 11, 2019.

(30.4) **All** of the 20,125 FNMA loans that were re-securitized to the CSMC 2018 RPL6 Trust were acquired by DLJ Mortgage Capital, Inc. from FNMA in a bulk transaction with the deal closing on or about September 21, 2018;

(30.5) The FNMA RPL2 SALE of 26,900 mortgage loans was in violation of the controlling FNMA Trust Indenture and the subsequent re-securitization and re-selling of said loans to CSMC 2018 RPL6 Trust may be considered illegal, mortgage fraud, and/or securities fraud.

(30.6) Pursuant to the controlling FNMA Trust Indenture, as such, FNMA **"shall have no authority to sell or hypothecate or make any substitution for any mortgage loan"**;

(30.7) The due diligence report shows that the 20,125 FNMA loan numbers that were acquired by DLJ for the benefit of the single shareholder of the CSMC 2018 RPL6 Trust, the FNMA RPL2 Sale of 26,900 mortgage loans indicates that there are 6,775 mortgage loans that are missing;

(30.8) Upon information and belief, those 6,775 loans that never made it into the CSMC 2018 RPL6 Trust, most if not all of the homeowners are experiencing aggressive, unfair, and deceptive debt collection practices or have been foreclosed upon and have either experienced double jeopardy or are at a very high risk of double jeopardy. The remaining 20,125 FNMA loans that show in the securitized CSMC 2018 RPL6 Trust, those homeowners are at similar

high risk of aggressive, unfair, and deceptive debt collection practices and have either been foreclosed upon or experienced double jeopardy or are at a very high risk of foreclosure and/or double jeopardy in the near future.

31. On 12/18/2018, Nationwide Title Clearing, Inc. filed a purported mortgage assignment in Beaufort County, SC at the request of Fannie Mae as indicated on the assignment. Fannie Mae was neither the Assignor or Assignee of the assignment of mortgage. The purported assignment was from NATIONSTAR to CSMC 2018 RPL6 Trust, et al.

    (31.1) The purported assignment shows the Homeowners' FNMA Loan number 1700119966;

    (31.2) All of the signatories on purported assignment, including the witnesses and notary, were all employees of Nationwide Title Clearing, Inc., including NTC employee Patrick McCabe representing himself as Vice president of NATIONSTAR, LLC;

32. In the footnote of the purported mortgage assignment shows the document being prepared by Dave LaRose/NTC, Nationwide Title admits that he did not prepare this document.

33. In the footnote of the purported assignment shows "FNMA 2018-RPL2-PL3 SALE", this "sale" if true, would be a violation of the controlling FNMA Trust Indenture, as such FNMA **"shall have no authority to sell or hypothecate or make any substitution for any mortgage loan"**.

DEFENSE #3

34. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

35. Plaintiff has failed to join parties pursuant to SCRCP 12(b)(7) which states in part: "failure to join proper party under Rule 19"...;

36. Plaintiff has failed to join as a party "CHRISTIANA TRUST" also known as Christiana Trust of Delaware, a Delaware corporation formed as a "Limited Purpose Trust" named as the Trustee in the purported "Assignment of Mortgage";

37. Plaintiff has failed to join as a party Federal National Mortgage Association ("FNMA"), the

Homeowners' FNMA loan #1700119966, which is the subject of this action;

38. Plaintiff has failed to join indispensable parties, including the "True Owner(s)", "Secured Creditors", "Holder-in-Due Course" and the "Real Party-in-Interest" of the purported FNMA Note and/or mortgage, if there are any;

39. The Complaint should be dismissed.

DEFENSE #4

40. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

41. The Complaint fails to state facts sufficient to constitute a cause of action;

42. The Complaint seeks relief that is unavailable in a foreclosure action;

43. As shown by the allegations of the Complaint, the Plaintiff is neither the owner of a valid and enforceable note and holder of a valid and enforceable mortgage;

44. The Plaintiff is not entitled to foreclosure through a non-foreclosure debt collection action;

45. The Plaintiff is not a holder-in-due course and the Homeowners have defenses provided by the Uniform Commercial Code ("UCC") adopted in all fifty states;

46. The Complaint should be dismissed.

DEFENSE #5

47. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

48. The Court lacks personal jurisdiction over the Plaintiff pursuant to SCRCP 12(b)(2) or SC Code 36-2-803 or under South Carolina law, the Plaintiff does not have the capacity to sue or maintain this debt collection in the State of South Carolina;

49. CSMC 2018 RPL6 Trust is a separate legal entity formed and governed by the laws of the State of Delaware as a "Delaware Statutory Trust ("DST"), the State of South Carolina does not recognize the statutory laws of Delaware;

50. CHRISTIANA TRUST Company of Delaware, a Delaware corporation formed as a "Limited Purpose Trust" (a Delaware "Limited Purpose Trust") a separate legal entity formed and governed by the laws of the State of Delaware, Christiana Trust, as Trustee, this Court lacks personal jurisdiction over Christiana Trust, as Trustee pursuant to SC Code 36-2-803 or under South Carolina law, the State of South Carolina does not recognize the statutory laws of Delaware, Christiana Trust does not have the capacity to sue or maintain this debt collection action in the State of South Carolina;

51. Wilmington Savings Fund Society, FSB, a Delaware corporation, "**acting not in its individual capacity**", ("Wilmington") has the same legal rights and liability protections as any shareholder or stockholder of any other Delaware corporation, such as a shareholder of ExxonMobil or Microsoft Corporation shareholder, thus, Wilmington "**acting not in its individual capacity**", this Court lacks personal jurisdiction over Wilmington, "not in its individual capacity" or Christiana Trust, as Trustee and Wilmington does not have the capacity to sue or maintain this debt collection in the State of South Carolina;

52. Pursuant to SCRCP 12(b)(2), this case should be dismissed.

DEFENSE #6

53. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

54. Wilmington Savings Fund Society, FSB ("Wilmington") is a FDIC-Insured subsidiary of WSFS Financial Corporation, with its principal place of business located at 500 Delaware Avenue, Wilmington, DE 19801. ("Wilmington") is being sued by the Homeowners in its individual capacity and is being sued "not in its individual capacity" and is being sued as "Wilmington Savings Fund Society, FSB, not in its individual capacity, d/b/a CHRISTIANA TRUST as Owner Trustee on behalf of CSMC 2018 RPL6 Trust", and as CSMC 2018 RPL6 Trust, a separate legal entity as a "Delaware Statutory Trust"

(54.1) CHRISTIANA Trust Company, a division of WSFS Bank, is a Delaware "Limited Purpose Trust" Company of Delaware.

(54.2) CSMC 2018 RPL6 Trust was formed on September 19, 2018 as "Delaware Statutory Trust" ("DST") in the State of Delaware, the Registered Agent for the Trust to accept service is Wilmington Savings Fund Society, FSB ("Wilmington") located at 500 Delaware Avenue, 11th Floor, Wilmington, DE 19801.

(54.3) Wilmington Savings Fund Society, FSB ("Wilmington") and Wilmington Savings Fund Society, FSB, not in its individual capacity, d/b/a Christiana Trust as Owner Trustee on behalf of CSMC 2018 RPL6 Trust may be served with process of this Court upon any officer of the corporation by mailing the counterclaim to the principal place of business or may be served upon its counsel, J. Martin Page, Esq. of Bell Carrington Price & Gregg located at 339 Heyward Street, Suite 301, Columbia, SC 29201;

(54.4) CSMC 2018 RPL6 Trust is being sued as a separate legal entity;

(54.5) DLJ Mortgage Capital Inc., wholly owned subsidiary of Credit Suisse (USA) Inc., sponsor of CSMC 2018 RPL6 Trust a/ka Credit Suisse Mortgage Trust 2018 RPL6 Trust;

(54.6) Credit Suisse First Boston Mortgage Securities Corp., depositor of CSMC 2018 RPL6 Trust;

(54.7) Federal National Mortgage Asociation ("FNMA") or Fannie Mae, 1100 15th Street NW, Washington, DC 20005 may be served with process of this Court upon Fannie Mae, Corporate Headquarters, 1100 15th Street, NW, Washington, DC 20005 or served upon any other officer of Fannie Mae;

(54.8) Unknown Defendants 1 through 10 are corporate entities and/or individuals or agents thereof that may have a legal interest in the note and/or mortgage, assignments or the real property which is the subject of this proceeding and/or who may be responsible for the acts complained of herein. Collectively the defendants named above will be referred to as "Plaintiff" or "Counter-Defendant" or "Third-Party Defendants"

55. Wilmington Savings Fund Society, FSB D/B/A **CHRISTIANA TRUST** Company website states:

The Trustee: a). ***does not have an economic or beneficial interest in the loans and has no***

authority to manage or otherwise take action on the loans; b). ***does not*** *have responsibility for overseeing mortgage servicers;* c). ***does not*** *initiate. nor has any discretion or authority in the foreclosure process;* d). ***does not*** *manage or maintain properties in the foreclosure process;* e). ***Is not*** *responsible for the approval of loan modifications;* f). *does not mediate between servicers and investors.*

56. Wilmington Savings Fund Society, FSB, D/B/A CHRISTIANA Trust Company as purported Trustee "***does not*** *have an economic or beneficial interest in the loans and has no authority to manage or otherwise take action on the loans"* thus, Wilmington Savings Fund Society, FSB D/B/A **CHRISTIANA TRUST**, by admission, **is not** the "Owner Trustee" of the CSMC 2018 RPL6 Trust because a). they do not have an economic or beneficial interest in the purported Loan, therefore, they are not an "Owner" and b). they are not a Trustee of the purported loan because they have ***"no authority to manage or otherwise take action on the loans".***

57. Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA TRUST Company as "owner trustee" is not the owner of the purported FNMA Note or mortgage loan.

58. Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA TRUST Company, in its individual capacity is not the owner of the purported FNMA Note or purported mortgage loan.

59. CSMC 2018 RPL6 TRUST ("Trust") was formed as a "Delaware Statutory Trust" as an empty shell entity on September 19, 2018 listing Wilmington Savings Fund Society, FSB as Registered Agent, not as a Trustee. The Trust is not the owner of the purported FNMA Note or purported mortgage loan;

60. The name of the Trust, CSMC 2018 RPL6 Trust, as registered in the State of Delaware, does not include Wilmington Savings Fund Society, FSB as Trustee nor does it include CHRISTIANA TRUST in the name of the Trust;

61. There is no evidence or reason to believe that Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA TRUST is a Trustee to the CSMC 2018 RPL6 Trust;

62. The Trust, the CSMC 2018 RPL6 Trust is not a creditor of the Homeowners;

63. The CSMC 2018 RPL6 Trust does not own the purported FNMA Note;

64. Wilmington Savings Fund Society, FSB, in its individual capacity, does not own the purported FNMA Note..

65. ETRADE Mortgage Corporation, a former Delaware Corporation, exited the wholesale lending business and retail mortgage business in 2007 and 2008, respectively, and went out of business on or before July 31, 2011. There have been no ETRADE Mortgage Corporation corporate filings filed in the State of Delaware since 2011.

66. CHRISTIANA TRUST Company of Delaware has a **limited statutory role** as Delaware Limited Purpose Trust Company and has ***"no authority to manage or otherwise take action on the loans";***

67. Neither Wilmington Savings Fund Society, FSB, CHRISTIANA TRUST, CSMC 2018 RPL6 Trust nor Fannie Mae hold a perfected secured claim upon the Plaintiff's property.

68. On October 7, 2005, the ETRADE loan number was 731695 and was placed on the FNMA Note and Mortgage. The Mortgage Identification Number ("MIN") was also assigned to the Note and Mortgage 1000456-0000731695-5, the first set of numbers identify the original Lender and the second set of numbers identify the account number, therefore, 1000456 identifies ETRADE and 731695 identifies the Loan number. The mortgage MIN number: 1000456-0000731695-5 is also the same number used on the MERS Milestones report system to track ownership of the FNMA Note.

69. On November 3, 2005, ETRADE transferred the servicing rights, and only the servicing rights to CitiMortgage, Inc. with an effective date of December 1, 2005.

70. On 11/21/2005, the MILESTONES Report MIN number: 1000456-0000731695-5 showing ETRADE (MERS Id#1000456) and CitiMortgage (MERS Id#1000115);

71. On 12/1/2005, CitiMortgage servicing rights became effective.

72. On the same day, 12/1/2005, CitiMortgage transferred "Beneficial Rights Option 1" as a Warehouse/ Gestation Lender Security Interest to Fannie Mae to facilitate the securitization of a

batch of loans (Batch #2946061).

73. CitiMortgage, with a Warehouse/Gestation Lender Security Interest, did not take ownership of any individual loans, but simply acted as an intermediary in the securitization chain relating to their beneficial interest;

74. On the same day, 12/1/2005, Federal National Mortgage Association ("FNMA") a/ka Fannie Mae, acting in the capacity of Issuer, Trustee, and/or Guarantor, securitized and sold the subject Mortgage Loan and an entire Pool of loans to a FNMA MBS TRUST and in turn MBS bonds were simultaneously sold to Investors evidencing Guaranteed Mortgage Pass-Through Certificates (Bonds) to Investors for an undivided beneficial interests in a Pool of FNMA Fixed Rate Residential Mortgage Loans governed by the controlling FNMA Trust Indenture.

75. FNMA a/k/a Fannie Mae used the same Trust Indenture for approximately 25 years, dated November 1, 1981 and was amended by nine supplemental indentures and was in full force and effect from 1981 through mid-2007. On 12/1/2005, at the time the subject Loan was securitized, Fannie Mae was legally bound by the terms and conditions of the controlling FNMA Trust Indenture.

76. Again on 12/1/2005, at the time when Fannie Mae sold the subject Loan to a FNMA MBS TRUST, pursuant to the MERS MILESTONES Report, there is no entry showing any conveyance of the purported FNMA Note from E*TRADE to any person or entity, not to Fannie Mae or Citimortgage. The alleged E*TRADE Mortgage Corporation Note Indorsement to Citimortgage was not executed and delivered prior to the Cut-off Date of 12/1/2005 or any possible contractual extension thereof. In the absence of any conveyance or transfer of the Mortgage Loan from E*TRADE, thus E*TRADE remained the owner and holder of the Mortgage Loan. As such, the MERS Milestones Report shows, at a minimum, the first break in the chain of title.

77. Again, on 12/1/2005, Defendant Fannie Mae assigned the subject Loan a new Fannie Mae Loan

number **#1700119966.**

78. On 12/7/2005, pursuant to the MERS Milestones Report, CITI's "Beneficial Rights – Option 1" were automatically removed and Fannie Mae was listed as the Investor on the MERS systems, the very system in charge of tracking ownership of the Notes. Fannie Mae derived its Investor status and beneficial interest by acting in the capacity of a guarantor to guarantee timely payments of principal and interest to the actual real Investors, the bond holders of the FNMA MBS Trust, the true lenders and creditors;

79. Fannie Mae was paid and/or charged the Trust an ongoing guarantee fee to act as guarantor.

80. On 12/1/2005, when the the Loans were purportedly sold to the FNMA MBS Trust, Fannie Mae no longer owned the subject Loan and was prohibited from owning any of the pooled loans pursuant to the controlling FNMA Trust Indenture.

81. Fannie Mae no longer had any control over the purported FNMA Note or the mortgage loan or any of the pooled loans. The FNMA MBS Trust was a non-managed passive owner whereby all principal, interest, and pre-payments, and payoffs were immediately passed through to the Investors;

82. Fannie Mae had no authority or rights to sell the purported FNMA Note or any other pooled mortgage loans to any other person or entity once said loans were sold to the FNMA MBS Trust on 12/1/2005 through a series of bankruptcy remote transactions;

83. Pursuant to the FNMA Trust Indenture (Page 4):

*"**Fully Prepaid Mortgage Loan:** Any Mortgage Loan (i) respecting which payment of the entire principal balance is made prior to the final maturity of such Mortgage Loan, (ii) respecting which cash is received in connection with the liquidation of such Mortgage Loan, whether through insurance or guaranty proceeds, condemnation awards, proceeds of any sale of the Mortgaged Property or otherwise (and whether or not such cash is equal to the unpaid principal amount thereof and all interest accrued thereon) in an amount determined by FNMA in its reasonable judgment to be the full amount finally recoverable on account of such Mortgage Loan, or (iii) which is **deemed to be Fully Prepaid Mortgage Loan** pursuant to Section 4.02 or 5.03."*

84. Pursuant to the FNMA Trust Indenture (Page 15):

"that FNMA shall have no authority to sell or hypothecate, or subject to Section 4.02 and Section 5.03, make any substitution for any Mortgage Loan."

85. Pursuant to the FNMA Trust Indenture Section 5.03 (Page 16) *"Optional Withdrawal of Delinquent of Mortgage Loans, Mortgage Property or Withdrawable Mortgage Loans: Substitution or Repurchase of Defective Mortgage Loans. FNMA shall have the right and option, without obligation and in its discretion, to withdraw from the related Pool, upon appropriate entry in the Accounting Records, any Mortgage Loan at any time after such* ***Mortgage Loan becomes delinquent, in whole or in part, as to four consecutive monthly installments of principal and interest.*** *FNMA shall likewise have the right and option, without obligation and it in its discretion, to withdraw from the related Pool, upon appropriate entry in the Accounting Records, any Withdrawable Mortgage Loan and any and all Mortgaged Property received in connection with the foreclosure or comparable conversion of any Mortgage Loan.* ***Any such withdrawn Mortgage Loan or any Mortgage Loan secured by any such withdrawn Mortgaged Property shall be deemed to be Fully Prepaid Mortgage Loan.***

86. On October 20, 2010, at a time when the purported FNMA Note or mortgage loan was purportedly owned by a FNMA MBS Trust, an Assignment of Mortgage was filed in Beaufort, SC ROD by Prommis Solutions, LLC, PO Box 105312, Atlanta, GA 30348. The Assignment of Mortgage states as follows:

    FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the undersigned, does hereby grant, bargain, sell, convey and assign unto CitiMortgage, Inc., at 1000 Technology Drive, O'Fallon, MO 63368-2240, all its right, title and interest in and to that certain Mortgage executed by REX A. FIELD & TRACY L. FIELD in favor of Mortgage Electronic Registration Systems, Inc., as nominee for E*TRADE MORTGAGE CORPORATION dated OCTOBER 7, 2005 which mortgage appears of record in Book 02249, Page 2164 of the records of the BEAUFORT County Register of Deeds, South Carolina, together with the note, debt, and claim secured by said mortgage, in the principal sum of $359,000.00 and all monies due or to become due thereunder with the interest thereon.

87. The purported Assignment of Mortgage on October 20, 2010 set forth in the document did not occur before the Cut-off Date (12/1/2005) of the FNMA MBS Trust, or any contractual extension thereof. The ROBO assignment was filed in Beaufort County, SC ROD at the height of the mortgage crisis and robo-signing scandal in 2010. The assignment is purportedly signed by the infamous robo-signer Aaron Menne which at the time was an employee of CitiMortgage; The Assignment was fabricated, forged, and filed at a time when the subject FNMA Note was owned by a different entity altogether, by a FNMA MBS TRUST. At best, the mortgagee

(MERS) transferred only its rights in the the mortgage, as such, the assignment is a nullity and MERS "assignee" having no interest in the underlying debt (FNMA Note), has a worthless piece of paper.

88. Pursuant to the **MERS Systems Procedure Manual** – Release 23.0 – 12/10/2010:

*"**Assignment from MERS.** MERS should only be reflected as assigning a Mortgage; MERS should not be reflected as assigning the promissory note. The following are examples of **language that should not be included in a MERS assignment:***

-Together with the note/promissory note/indebtedness

-And the note/promissory note/indebtedness

-Along with the note/promissory note/indebtedness

-Assigns the note/promissory note/indebtedness

-Transfers the note/promissory note/indebtedness

89. On 10/20/2010, the FNMA Note was owned by a FNMA MBS Trust when the Assignment of Mortgage from MERS as nominee for ETRADE to CitiMortgage, Inc.

90. The assignment of the mortgage alone without the corresponding Note/Debt is a nullity;

91. MERS cannot transfer any rights greater than what they had, which was nothing. The Assignment is a nullity and all subsequent mortgage assignments are void. This assignment of mortgage in 2010 by MERS, at a minimum, is the second break in the title.

92. Homeowners were unaware, at the time, that the above referenced assignment on 10/20/2010 was filed in Beaufort County, SC ROD;

93. On December 22, 2010, FNMA prepaid the FNMA Note/mortgage loan in the FNMA MBS Trust, the Investors were prepaid-in-full;

94. The assignment of mortgage was forged and fabricated at a time when the FNMA Note was owned by FNMA MBS Trust Loan #1700119966.

95. Pursuant to the MERS Procedure Manual – Release 19.0 - 6/14/2010 - page 102 under **Deactivations:** "Reinstated or modified (Option 1), assigned back to MERS. **The Servicer is also responsible for preparing and recording the assignment back to MERS in this case"**

The required assignment back to MERS never happened, no recorded assignment in Beaufort County, SC ROD was ever recorded;

96. On February 23, 2011, a day after the Mortgage was extinguished by MERS and Citimortgage as shown on the MERS system, Citimortgage was reported as no longer the Servicer. The attorney at the law firm of Johnson and Freedman mailed a dismissal of the case that was filed on February 25, 2011 in Beaufort County, SC.

97. On February 22, 2012, the MERS Milestones Report shows "Transfer to Non-MERS Status". The MERS Manual shows "This deactivation should also be used when the lien has been extinguished..." " ...because the lien has been extinguished, no assignment is recorded, but the loan must be deactivated on the MERS System. Enter 9999999 for the New Servicer Org ID." The MERS Report shows CitiMortgage as the Old Servicer and the New Servicer as 9999999 Non-MERS Member. Transfer to Non-MERS Status;

98. No Assignment of Mortgage was recorded in Beaufort County, SC ROD showing an assignment from Citimortgage back to MERS, the Mortgage was extinguished and MERS was no longer the mortgagee on the mortgage.

99. On or about April 9, 2012, Heidi B. Carey, Esq. of the law firm of Riley, Pope, and Laney filed a Lender's Title Claim to Investors Title Insurance Company relating to the validity of the lien or invalid lien claim relating to the Homeowner's property. In order for CitiMortgage to file a "valid lien" insurance title claim, CitiMortgage would first have to believe that they held an invalid or unenforceable lien prior to the filing of the claim. Heidi B. Carey, Esq. of the law firm of Riley, Pope, and Laney, after Plaintiff's phone calls and written requests for information, refused to provide the Homeowners with any information related to their claim. At the time the claim was made, CitiMortgage was neither the Servicer nor the mortgagee or the owner of the FNMA Note or mortgage loan;

100. On May 3, 2013, E*TRADE entered into a Confidential Settlement Agreement with the

Plaintiff. The **"Released Matters"** are as follows:

101. *"E*TRADE hereby releases and forever discharges, on their behalf and on behalf of their agents, and legal representatives, as well as each of their respective current and former legal representatives, officers, attorneys, insurers, employees, agents, servicers, subsidiaries, parents and related entities, the Fields from any and all known or unknown claims, demands and causes of action of any sort (past, present, and future) and all damages which E*TRADE now or hereafter can, shall or may have relating to or in any way connected with Property and/or the E*TRADE Mortgage and E*TRADE Note that could have been brought against the Fields, including, but not limited to claims to surplus funds, foreclosure, deficiencies, deficiency judgments, and judgment liens on the Property."*

102. The Settlement and Release Agreement further states:

*"Parties acknowledge that E*TRADE will also release the Fields from all liability of the debt obligation under and associated with the E*TRADE Note which was executed contemporaneously with the E*TRADE Mortgage. Said release of liability shall be effective and binding as to E*TRADE's successors and assigns."*

103. The Settlement and Release Agreement further states:

*"E*TRADE represents and warrants that they own and hold the right, title or interest in the Released Matters herein. E*TRADE represents and warrants that they are not aware of any other person or entity who may have or who has asserted or can assert a right, title, or interest in the E*TRADE Mortgage and E*TRADE Note covered by this Agreement. E*TRADE further affirms that they are fully capable of executing this Agreement."*

104. On August 18, 2014, Jessica Shepard of Citimortgage signed page 7 of 7 of the MULTISTATE HOME MODIFICATION AGREEMENT – Single Family – Fannie Mae/ UNIFORM INSTRUMENT FORM 3157 3/09 (REV.10/10). Citimortgage only had one witness in violation of HAMP guidelines, witnessed by Jennifer Crangle. Attached to the last page of the HAMP was a notary page for Jessica Shepard of Citimortgage. On page 6 of 7, the paragraph titled **MERS LOAN.** The paragraph states as follows:

( ) MERS LOAN. If this box is checked, the loan evidenced by the Note and secured by the Security Instrument was assigned to or the Security Instrument was prepared in the name of Mortgage Electronic Registration systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address of 1901 E Voorhees Street Suite C, Danville, IL 61834 or P.O. Box 2016, Flint, MI 48501-2016. and telephone number of (888)679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender ***including, but not limited to, releasing***

and canceling the mortgage loan. *(emphasis added)*

105. The above referenced paragraph in the HAMP document, the MERS LOAN box was not only not checked, but the entire paragraph was crossed out. This removal of MERS from this HAMP document, MERS as the original mortgagee, shows that the **MERS Mortgage was extinguished.** Further, the first page of the HAMP document shows a Fannie Mae Investor Loan number #1700119966, different from the original MERS MIN number 1000456-0000731695-5 that was originally shown on the Note and Mortgage. However, the FNMA MBS TRUST that corresponds with Fannie Mae Investor Loan number #1700119966 was paid in full on December 22, 2010. Thus, this HAMP Agreement was in violation of HAMP guidelines because the mortgage was not a first lien mortgage (no lien) at the time that it was executed. Citimortgage subsequently filed the HAMP with Beaufort County, SC ROD. Beaufort County ROD rejected the HAMP document and sent it back to Citimortgage. Subsequently, Plaintiff, had a phone conversation with Jessica Shepard of Citimortgage regarding the status of the extinguished MERS Mortgage;

106. On March 10, 2015, (7) seven months after the first HAMP was partially executed, Document Recording Services, not Citimortgage, of Tallahassee, FL, unbeknownst to Plaintiff, refiled another HAMP document with Beaufort County, SC ROD. This time on (page 7 of 7) the Citimortgage Vice President name and signature (Jessica Sheppard) was crossed out including the one witness was crossed out and the notary page was completely removed from the document. Inserted on page (8) eight is the following:

"In witness Whereof, the Lender and I have executed this modification agreement" Page 8 is not on the standard FNMA MULTISTATE Form and does not include the signature of the Plaintiff. The signature page was back dated all the way back to November 6, 2014. The second HAMP document was purposefully misdated for November 6, 2014, but executed in March of 2015.

107. The second back dated modification agreement, not executed by the Homeowners or

Citimortgage, is a fabricated and forged document that has no legal force or effect. This HAMP document recorded in the Beaufort County, SC ROD is, at a minimum, the third break in Homeowner's title.

108. On August 6, 2016, Citimortgage acting in the capacity of a debt collector, not the servicer, not the lender, not the owner of the FNMA Note, and at a time when the mortgage loan was not owned by Fannie Mae or a FNMA MBS Trust as of December 22, 2010, an Assignment of Mortgage was filed in Beaufort, SC ROD by Nationwide Title Clearing , Inc. 2100 Alt. 19 North, Palm Harbor, FL 34683.

The Assignment of Mortgage states as follows:

"FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **CITIMORTAGE, INC.,** WHOSE ADDRESS IS 1000 TECHNOLOGY DRIVE, O'FALLON, MO 63368, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage together with all interest secured thereby, all liens, and any rights due or to become due thereon to **NATIONSTAR MORTGAGE LLC**, WHOSE ADDRESS IS 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019 (469)549-2000, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)."

109. The above referenced Assignment of Mortgage from CitiMortgage to NATIOSTAR clearly does not assign the purported FNMA Note. The assignment does not assign the purported HAMP Agreement. The Assignment does not assign the mortgage because the mortgage was extinguished by MERS on February 10, 2011.

110. The assignment does not reference Fannie Mae Investor Loan number #1700119966 because FNMA paid the loan in full on December 22, 2010.

111. Citimortgage cannot assign to NATIONSTAR any greater rights than what they had. At best, Citimortgage transferred only the mortgage, the transaction is a nullity and MERS "assignee", having no interest in the underlying debt, the assignment is a worthless piece of paper.

112. The Assignment of Mortgage from Citimortgage to Nationstar is null and void;

113. This Assignment of Mortgage document recorded in the Beaufort County, SC ROD is, at a minimum, the fourth break in the homeowners' title.

114. On December 18, 2018, Nationstar Mortgage, acting in the capacity of a Debt collector, not the Servicer, not the Lender, not the owner of the FNMA Note, and at a time when the FNMA Note was not owned by Fannie Mae or owned by a FNMA MBS Trust, an assignment of mortgage was filed in Beaufort, SC ROD by Nationwide Title Clearing 2100 Alt. 19 North, Palm Harbor, FL 34683;

115. The Assignment of Mortgage states as follows:

"FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **NATIONSTAR MORTGAGE LLC**, WHOSE ADDRESS IS 8950 CYRESS WATERS BLVD., COPPELL, TX 75019,(ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage together with all interest secured thereby, all liens, and any rights due or to become due thereon to **WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS OWNER TRUSTEE ON BEHALF OF CSMC 2018-RPL6 TRUST**, WHOSE ADDRESS IS 500 DELAWARE AVENUE, 11TH FLOOR, ATTENTION: CSMC 2018-RPL6, WILMINGTON, DE 19801, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)."

116. The above referenced assignment of Mortgage from **Nationstar, LLC** to **Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA Trust, Owner Trustee on behalf of CSMC 2018-RPL6 Trust** clearly does not assign the FNMA Note. The purported assignment does not assign the purported HAMP agreement because Nationstar was not assigned the HAMP agreement and the HAMP agreement is void. The assignment does not assign the mortgage because the mortgage was extinguished by MERS on February 10, 2011.

117. The Fannie Mae Investor Loan #1700119966 appears on the top of the assignment, however, Fannie did not transfer or assign anything to sub-servicer NATIONSTAR, thus,

NATIONSTAR could not possibly transfer anything related to Fannie Mae to CSMC 2018 RPL6 Trust. Fannie Mae Investor Loan number #1700119966 was paid in full on December 22, 2010. Nationstar cannot assign to CSMC 2018 RPL6 Trust any greater rights than what they had. At best, NATIONSTAR transferred a void mortgage, the transaction is a nullity and MERS "assignee", having no interest in the underlying debt, has a worthless piece of paper;

118. The assignment of mortgage from Nationstar to CSMC 2018 RPL6 Trust is void. This Assignment of Mortgage document recorded in the Beaufort County, SC ROD is, at a minimum, the fifth break or cloud on the Plaintiff's title.

119. The Plaintiff is not the owner of the purported FNMA Note, Wilmington Savings Fund Society, FSB, not in its individual capacity, D/B/A CHRISTIANA TRUST, Owner Trustee on behalf of CSMC 2018-RPL6 Trust did not pay for value for the FNMA Note to any predecessor.;

120. The Plaintiff is not the owner of the FNMA Note or secured to the Homeowners property.

121. Homeowners deny that the Plaintiff or Fannie Mae is the holder of the purported FNMA Note, further denies that they have the right to enforce the purported FNMA Note

122. Plaintiff does not hold a perfected secured claim or any claim upon the Homeowner's real property;

123. The purported FNMA Note was not transferred to the CSMC 2018 RPL6 Trust nor to Wilmington Savings Fund Society, FSB, not in its individual capacity, D/B/A CHRISTIANA Trust, Owner Trustee on behalf of CSMC 2018-RPL6 Trust.

124. The CSMC 2018 RPL6 Trust, Wilmington Savings Fund Society, FSB, not in its individual capacity, D/B/A CHRISTIANA Trust, Owner Trustee on behalf of CSMC 2018-RPL6 Trust or Fannie Mae do not own or hold the purported FNMA Note or a valid mortgage.

125. The purported FNMA Note has been fully prepaid in full;

126. Wilmington Savings Fund Society, FSB, not in its individual capacity, D/B/A CHRISTIANA Trust, Owner Trustee on behalf of CSMC 2018-RPL6 Trust has no right to enforce the purported FNMA Note nor

does any other person or entity.

DEFENSE #7

127. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

128. Plaintiff and Federal National Mortgage Association ("FNMA") a/k/a Fannie Mae have failed to show proof that the purported mortgage lien was perfected when Plaintiff filed the Complaint on the purported mortgage and they have failed to show a "perfected lien" that would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners.

129. Plaintiff has failed to show proof that the purported FNMA Note is identifiable to the Homeowners or real property when Plaintiff filed the Complaint and have failed to show said identity that would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners.

130. The alleged subject FNMA Note is paid-in-full and is not identifiable to the real property of the Homeowners.

131. The alleged debt does not exist between the Homeowners and Plaintiff.

132. Plaintiff is not the "Real Party in Interest" in this pending action.

133. Plaintiff is not the "secured creditor" of the note, mortgage, or any other credit agreement on the real property of the Homeowners.

134. Plaintiff is not the "Holder in Due Course" of the note, mortgage, or any other credit agreement on the real property of the Homeowners.

135. FNMA is not the "Real Party in Interest" in this pending action.

136. FNMA is not the "secured creditor" of the purported FNMA Note, mortgage, or any other credit agreement on the real property of the Homeowners.

137. FNMA is not the "Holder in Due Course" of the purported FNMA note, mortgage, or any other credit agreement on the real property of the Homeowners.

138. Homeowners are exercising their rights to defend themselves.

DEFENSE #8

139. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

140. The original "Lender" acted as a front for an elaborate and sophisticated FNMA securitization scheme;

141. Plaintiff has failed to show proof of the "table funded" loan package whereby monies were funneled through the securitization chain to fund the deal between the Real Parties-in-Interest, FNMA, borrowers and investors;

142. The FNMA mortgage securitization process whereby any rights incident to the FNMA Note and mortgage, were securitized, assigned and/or transferred, either in whole or in part, to one or more third parties;

143. FNMA assigned the purported FNMA Note was then securitized and/or sold to FNMA MBS Trustee for the benefit of the FNMA MBS Trust investors;

144. Plaintiff lacks authority to bring the foreclose action against the Homeowners as the true "owner(s)" and true "creditor(s)" were the investors of securities of the FNMA MBS Trust created to administer and collect and disburse payments to "investors" only on the FNMA MBS Trust securities, FNMA paid-in-full the FNMA Note on December 22, 2010;

145. The securitization of the note to a FNMA MBS Trust, the subsequent payment-in-full of the purported FNMA Note, and the fact that FNMA is strictly prohibited from selling any mortgage loans/Note pursuant to the controlling FNMA Trust Indenture has extinguished all standing and all rights of the Plaintiff to enforce the purported FNMA Note or mortgage or to

foreclose on the real property of the Homeowners which the Plaintiff fraudulently alleges standing without the legal right to bring the foreclosure action.

146. Any alleged rights the Plaintiff and/or any alleged predecessor(s) in interest with regard to the purported FNMA Note were extinguished of the original lender or subsequent Note holder prior to the time of the alleged conveyance of the FNMA Note to the FNMA MBS Trust;

147. Plaintiff has failed to show any proof of any alleged past owner, guarantor, or securitizer by a third party, such as "Fannie Mae" ("FNMA"), that would be secured to the real property of the Homeowners and said owner, guarantor cannot be assumed without creating an unfair prejudice against the Homeowners.

148. On December 22, 2010, the alleged subject FNMA Note, as per the applicable governing Trust documents, the consolidated note report shows that the purported FNMA Note was prepaid-in-full, and extinguished by FNMA and thus demonstrates that it is a "legal impossibility" for the purported FNMA Note would be secured by the real property of the Homeowners;

149. Plaintiff has failed to show proof that the purported FNMA Note is owned by any one person or entity when Plaintiff filed the Complaint and that said FNMA Note would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners.

DEFENSE #9

150. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

151. Plaintiff has failed to show proof of standing;

152. Homeowners hereby challenge Plaintiff's very standing to foreclose and thus its right to seek the remedy of foreclosure ab initio and as set forth more fully herein;

153. Plaintiff lacks standing to foreclose in their own name;

154. Rule 17(a) of the South Carolina Rules of Civil Procedure requires that an action be prosecuted in the name of the Real Party-in- Interest;

155. Homeowners dispute Plaintiff's standing by asserting that Plaintiff is not the owner and holder of the purported FNMA Note and the Plaintiff is not the "Real Party-in-interest.";

156. Homeowners hereby challenge Plaintiff's very standing to seek any monetary judgments and/or deficiency judgment against the real property of the Homeowners and/or personal judgments against the Homeowners themselves;

157. References in these defenses to the Plaintiff also refer to Plaintiff's assignors and/or predecessors in the event that there is valid claim of assignment of a previous mortgage and/or Note and/or any other financial instrument to Plaintiff;

158. Plaintiff is not the true and lawful owner of purported FNMA Note and/or Mortgage nor are any sums due Plaintiff thereunder;

159. Plaintiff and/or its respective agents, representatives, and/or successors have misrepresented the facts to deceive the court to obtain standing that does not exist as if the Plaintiff is the owner of Homeowner's alleged mortgage, and/or purported FNMA Note without alleging any legal assignment of the Note or providing any other information;

160. Plaintiff does not allege when or how the purported FNMA Note was assigned to it and omits any information that a valid assignment occurred;

161. Plaintiff's claim in itself proves that no chain of title exists of the extinguished mortgage and no valid assignment would exist or ever exist;

162. Plaintiff had no legal interest and/or or ownership in either the purported FNMA Note and mortgage at the time that the Complaint was filed, and raises genuine issues of material fact as to when (if ever) Plaintiff came into any ownership rights of either the purported FNMA Note and Mortgage;

163. Plaintiff's claims are not accompanied by evidence that Plaintiff has the authority to

bring the claim or has standing and is facially defective and does not constitute prima facie validity of the claim;

164. Nothing in the record shows the current owner of the mortgage and/or the purported FNMA Note or its chain of title;

165. There can be no beneficial ownership in the real property of the Homeowners mortgage by the Plaintiff as it is has been sold, securitized, and extinguished;

166. The record is deficient on any beneficial owner of the purported FNMA Note and in demonstrating who that person is or who that person's agent is, (if any), Plaintiff has failed to properly respond to the homeowner's request for validation of the alleged debt despite repeated requests.

DEFENSE #10

167. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

168. Plaintiff has not brought this foreclosure suit in the name of the party who has a legal right to foreclose on the real property of the Homeowners;

169. Plaintiff does NOT have the capacity that grants them the right to file a foreclosure suit, thus Plaintiff does not have "standing";

170. The chain of title ended with Federal National Mortgage Association ("FNMA"), Plaintiff lacks standing to file the foreclosure action;

171. Plaintiff is not the "Real Party in Interest" of the mortgage and purported FNMA Note or any other credit agreement on the real property of the Homeowners;

172. Plaintiff has not and cannot prove its case because it is not a "real party in interest" to the Homeowner's mortgage and the purported FNMA Note;

173. Plaintiff lacks evidence on the real property of the Homeowners shows that their claims have no merit, Plaintiff's documentation will be permanently insufficient and the defects are not

curable;

174. The "Real Party in Interest" cannot be assumed without creating an unfair prejudice against the Homeowners

175. The Court has no choice, but to assume that there isn't one.

DEFENSE #11

176. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

177. Plaintiff foreclosed on the Homeowners seeking payment of the purported FNMA Note knowing that another party (the FNMA MBS Trust or Investors) had a prior claim to the instrument;

178. Plaintiff has obtained no rights in the FNMA Note;

179. Plaintiff has failed to meet the acquisition requirements to establish "Holder-in-Due-Course" status of the purported FNMA Note;

180. Plaintiff has failed to acquire a higher level of immunity than can an ordinary "holder" in regard to defenses against payment on the purported FNMA Note or ownership claims to the Note by other parties;

181. The purported FNMA Note has been materially altered;

182. The purported FNMA Note is a forgery;

183. The use of the materially altered, forged FNMA Note in a foreclosure proceeding is illegal;

184. Plaintiff has failed to meet the requirements of a Holder-in-Due Course ("HDC") on the purported FNMA Note, in order for Plaintiff to be an HDC, Plaintiff must be a holder of a negotiable instrument and must take the instrument: (1) for value; (2) in good faith; and (3) without notice that it is overdue, that it has been dishonored, that any person has a defense against it or a claim to it, or that the instrument contains unauthorized signatures or alterations

or is so irregular or incomplete as to call into question its authenticity;

185. Plaintiff has failed to show that it has given "value" for the purported FNMA Note;

186. Plaintiff has failed to show that it obtained and/or acquired the purported FNMA Note in "good faith". Article 3 defines good faith as "honesty in fact and the observance of reasonable commercial standards of fair dealing";

187. Plaintiff knew or should have known that the purported FNMA Note was defective;

188. Plaintiff became a "holder" without value given, thus, the issue of "good faith" is raised on the grounds of both suspicious circumstances and the grossly inadequate consideration;

189. Plaintiff was given "notice" because they had actual knowledge of the defect, received a notice of the defect, and had a reason to know that a defect existed;

190. Plaintiff is not a Holder-in-Due-Course of the purported FNMA Note because they acquired or obtained possession of the purported FNMA Note for foreclosure on "notice" knowing that is was defective and they knew or had reason to know that it was defective in any one of the following ways:

a. There is a defense against the instrument or a claim to the instrument;

b. The instrument contains an unauthorized signature or has been altered;

c. The instrument is so irregular or incomplete as to call into question its authenticity;

191. The mortgage and the purported FNMA Note purportedly giving rise to this third party FNMA is not the Holder in Due Course has not shown to be;

192. Plaintiff has failed to disclose the "Holder in Due Course", if there is one, and the Court record does not disclose this information and it cannot be assumed without creating an unfair prejudice against the Homeowners;

193. Plaintiff is not the Holder in Due Course and has not shown to be;

194. Without the "Holder in Due Course" of the purported FNMA Note, there can be no action for foreclosure;

195. Plaintiff filed a Complaint or foreclosure lawsuit on the Homeowners seeking payment of the purported FNMA Note knowing that another party (the FNMA MBS Trust Investor(s)) was, at one time, the "owner" and had a prior claim to the FNMA Note;

196. Plaintiff knew or should have known that FNMA, was not, and never will be the true secured "owner" of the purported FNMA Note;

197. FNMA is not the "Holder-in-Due Course" because it's legally impossible for the FNMA MBS Trust to convey HDC status to FNMA;

198. FNMA has failed to meet the acquisition requirements to establish "Holder-in-Due-Course" status of the alleged subject Note;

199. FNMA has failed to acquire a higher level of immunity than can an ordinary "holder" in regard to defenses against payment on the FNMA Note or ownership claims to the Note by other parties;

200. The prepayment-in-full, reclassification and/or removal of the FNMA Note from the FNMA MBS Trust DOES NOT transfer ownership of the Note to FNMA, it only satisfies FNMA's obligation under the Trust Indenture as guarantor of the FNMA MBS Trust for timely payment of principal and interest to "Investors", the true owners;

201. FNMA is not the true owner of a valid secured Note enforceable on the real property of the Homeowners, nor were they ever;

202. FNMA, or any of its agents do not have the right to foreclose on or enforce the alleged purported FNMA Note on the real property of the Homeowners;

203. Plaintiff has failed to validate FNMA or a "true owner" (if there is one) and it cannot be assumed without creating an unfair prejudice against the Homeowners;

204. As such, the investors were paid-in-full, and the "holder" of a defective Note, holds a liquidated, paid-in-full, extinguished debt.

DEFENSE #12

205. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

206. The purported FNMA Note has been altered and has numerous defects and is fatally defective;

207. Plaintiff has failed to show proof that the FNMA "Note" is without defects that would be secured to the real property of the Homeowners and cannot be assumed without creating an unfair prejudice against the Homeowners;

208. Plaintiff has failed to show proof the subject "mortgage" is without defects (if one exists) that would be secured to the real property of the Homeowners and cannot be assumed without creating an unfair prejudice against the Homeowners;

209. The purported mortgage has been altered and has numerous defects and is fatally defective;

210. Plaintiff has failed to show proof that the subject "Assignment of Mortgage" is without defects that would be secured to the real property of the Homeowners and cannot be assumed without creating an unfair prejudice against the Homeowners;

211. Plaintiff has failed to show proof of any valid and enforceable endorsements on the purported Note that such endorsements (if any exist) would be secured to the real property of the Homeowners and cannot be assumed without creating an unfair prejudice against the Homeowners;

212. In the pending foreclosure lawsuit, the ROBO signed "Assignment of Mortgage" is defective;

213. No exhibits are attached attached to the Complaint;

214. Patrick McCabe did not have authority to execute the "Assignment of Mortgage" from NATIONSTAR to Wilmington, thus any assignment is improperly and unlawfully notarized;

215. Plaintiff has failed to show proof of a valid "Assignment of Mortgage" and that known ROBO signer Patrick McCabe was authorized in any capacity to execute the "Assignment of Mortgage" from NATIONSTAR to CSMC 2018 RPL6 Trust that would be secured to the real property of the Homeowners and a valid assignment cannot be assumed without creating an unfair prejudice against the Homeowners;

216. The alleged assignments of mortgage have numerous defects and are fatally defective, as such, subject ROBO mortgage assignments are false, fraudulent, forged, defective and void;

217. The alleged ROBO "Assignment of Mortgage" from NATIONSTAR, LLC to CSMC 2018 RPL6 Trust is false, fraudulent, and forged;

218. ROBO mortgage assignments from NATIONSTAR or Nationwide Title Clearing cannot be used to cure a jurisdictional defect as to the Real Party-in-Interest;

219. Plaintif is not the accredited party entitled to enforce the rights granted in the purported FNMA Note and/or mortgage and is not the "Real Party-in-Interest" and the "Holder-in-Due Course" at the time the foreclosure action was filed;

220. Plaintiff is not the "Real Party-in-Interest" and the "Holder-in-Due Course", the "secured creditor"; "secured lien holder"; "Mortgagee"; "owner of the mortgage"; owner of the FNMA Note; "nominee of the note"; "nominee of the mortgage"; "assignee of the mortgage"; assignee of the note;

221. The MERS "Assignment of Mortgage" is signed by a well-known ROBO signer for CitiMortgage under the name of Aaron Menne, straw-man (their own employee) to assign "nominee" status from MERS to CITI by signing the ROBO "assignment of mortgage"; Menne was an employee and Vice President of CitiMortgage, Inc. and a Vice President of MERS at the same time in name only when the ROBO "Assignment of Mortgage" was executed on subject property; Aaron Menne is not an Officer, Director, or an employee of (MERS) Mortgage Electronic Registration Systems, Inc and signed other ROBO assignments for MERS as

Assistant secretary or Assistant Vice President around the same time he was representing the interests of CITI; Aaron Menne's certified affidavits have failed in Court cases against CITI; Aaron Menne is or was an employee and Vice President of CitiMortgage,Inc. and a non-employee of MERS executing both sides of the contract;

222. MERS received no "VALUE RECEIVED" or "consideration" on the ROBO signed "assignment" from MERS to CITI. CITI did not pay any consideration or value for receiving the ROBO "Assignment of Mortgage" ..."a person gives "value" for rights if he acquires them" pursuant to [SC ST SEC 37-6-111](44), the signature of Aaron Menne on other "assignments with" do not match, Menne appears to have signed as Notary, the "signature" of the Notary Dennis J. Lueke does not match his signature on other assignments; the assignment has the stamp of ROBO processing firm Prommis Solutions, LLC, no corporate seal, the initial creation the ROBO "assignment" in question was filed on November 22, 2010 which was after the initial foreclosure filing with Court on November 9, 2010 on the subject property;

223. The Homeowners are of information and belief that the "Assignment of Mortgage" is not "genuine", the signatures are not authentic or free of forgery under the definitions pursuant to [SC ST SEC 36-1-201].

DEFENSE #13

224. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

225. No record document suggests that E*TRADE transferred its beneficial interest to CITI. Transfers of mortgage paper may be made outright (sale) or by pledge (as security for a loan to the transferor). In either event, to perfect the transfer, the transferor should physically deliver the Note to the transferee. Without a physical transfer, a sale of the Note could be invalidated as a fraudulent conveyance. One without pecuniary interest in the mortgage loan is not an obligee under the debt and, thus, has no legal standing to foreclose ab initio. (Watkins v. Bryant (1891)

91C 492, 27 P 77).

226. Plaintiff alleged interests - if any - flow from MERS alleged interests and ignores the plain language of the extinguished mortgage that names MERS as a nominee: (D) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS was mortgagee under this Security Instrument. Therefore, if Plaintiff is going to demonstrate an equitable assignment of the purported FNMA Note, it must first show that MERS had rights to the unendorsed Note which it could assign to CITI. However, the terms and provisions of the MERS mortgage expressly refute the notion that MERS owned or held the Note at inception. The mortgage was not countersigned by the alleged original Note holder/lender (E*TRADE) such as to give MERS any rights or interests in the purported FNMA Note. As well the Note itself admits of no rights or interests in MERS. Indeed, the subject mortgage granted no power or authority to MERS (a mere nominee holding only the lien, not the Note) to sell or transfer the note or mortgage or to assign its duties as "nominee";

227. The Plaintiff didn't take the Note pursuant to negotiation under the UCC, that left Plaintiff with taking whatever rights MERS had by the ROBO "Assignment of Mortgage" from MERS to CITI;

228. MERS could not assign any greater rights to CITI than MERS had.

DEFENSE #14

229. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

230. The Plaintiff, itself and/or by and through its agents and servants, has made representations and engaged in conduct that was calculated to convey the impression to the Homeowners that the status of the matters subject of this action are not as the Plaintiff claims;

231. The Plaintiff intended, or at least expected or desired, that the Homeowners would rely

upon the impressions conveyed by this conduct.

232. The Plaintiff knew that the status of the matters subject of this action could not be both as it represented to the Homeowners and as it claims in this action;

233. The Homeowners lacked the means to determine the true status of these matters;

234. The Homeowners accordingly relied on these representations to its prejudice;

235. Plaintiff and its representatives knowingly made material misrepresentations in their Complaint and other pleadings filed herein, sworn under penalty of perjury, and instituted this Complaint or foreclosure action under false pretenses;

236. Plaintiff cannot lawfully be servicing loans and collecting on the alleged loans that cannot be shown to be legally owned by an identified person or entity and/or that the debt obligation cannot be shown to exist or that has been extinguished;

237. The law firm of Bell Carrington Price & Gregg, LLC and/or the Plaintiff cannot lawfully be collecting a debt that cannot be shown to be legally owned by an identified person or entity and/or that the debt obligation cannot be shown to exist or that has been extinguished;

238. Nothing in the Court record establishes that Plaintiff and/or "Fannie Mae" ("FNMA") is the secured creditor, holder in due course, real party in interest, or the owner of a valid and enforceable Note and/or Mortgage on the real property of the Homeowners;

239. Thus, even if the Plaintiff could properly bring a motion in the name of and on behalf of the "real party in interest", (the entity that has rights in and pecuniary interest under the note secured by the mortgage), nothing of record adequately establishes who that entity actually is;

240. Plaintiff has failed to show proof to have any interest, validity, or priority in the purported FNMA Note and mortgage that would be secured to the real property of the Homeowners;

241. Plaintiff's claims are void of what their "interests" actually are;

242. Plaintiff's claims are without any proof, proof of validation, and proof of priority of

claims whatsoever;

243. Plaintiff knowingly filed false, fraudulent, unlawful and deficient Complaint to expedite this foreclosure to Homeowner's detriment;

244. Plaintiff lacks necessary documents and/or witnesses necessary to prove their claim and are unavailable or nonexistent;

245. Plaintiff has not shown any valid documentation that they are the secured creditor, Real Party-in-Interest, Holder-in-Due Course, or an agent of any thereof that would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners Plaintiff has not shown that FNMA is the owner of the Note, secured Creditor, Real Party in Interest, Holder-in-Due Course, or an agent of any thereof that would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

246. Plaintiff is using third parties, such as FNMA as a shield, to shield from disclosure the true material facts in this action.

247. Plaintiff has deprived the Homeowners of the Defenses available.

DEFENSE #15

248. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

249. The undisclosed original creditors "Investors" accepted payment-in-full from a third party FNMA for the alleged subject FNMA Note, and that the original creditors "Investors" received other compensation in the form of monies and/or credits. The purported FNMA Note was paid-in-full, and recorded as an extinguishment of the debt obligation.

DEFENSE #16

250. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

251. Plaintiff can prove no set of facts in support of their claim which would entitle them to relief;

252. Plaintiff fails to state facts sufficient to constitute a cause of action against the Homeowners;.

253. Plaintiff cannot lawfully be collecting on a debt that cannot be shown to be legally owned by an identified person and/or that the debt obligation cannot be shown to exist;

254. Plaintiff has failed to show proof of ownership or FNMA ownership of the purported FNMA Note that would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

255. Plaintiff has failed to show proof that they have the authority to bring the foreclosure lawsuit on their own behalf against the Homeowners and is facially defective and does not constitute prima facie validity of the claim;

256. Plaintiff's claims on the purported FNMA Note are frivolous;

257. Plaintiff has failed to state a claim upon which relief can be granted.

DEFENSE #17

258. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

259. Plaintiff does not have a close, mutual, or successive relationship to the same right of real property of the Homeowners;

260. Plaintiff does not have the power to enforce the purported FNMA Note and mortgage against the real property of the Homeowners, or otherwise;

261. No relationship exists between the "debt collectors" and Homeowners;

262. Fannie Mae ("FNMA") is not in privity with the Homeowners;

DEFENSE #18

263. Each assertion set forth in this pleading that is consistent with the following is

incorporated herein by reference as if here set forth verbatim;

264. Plaintiff has failed to show proof that the purported FNMA Note was duly assigned and/or endorsed, sold or transferred each and every time the alleged Note was assigned, sold or conveyed and that such transfers would be secured on the real property of the Homeowners by such transfers and it cannot be assumed without creating an unfair prejudice against the Homeowners;

265. Plaintiff has failed to show proof that FNMA is the "owner" of a valid and enforceable Note and that such alleged ownership would be secured by the real property of the Homeowners;

266. Plaintiff has failed to show proof that FNMA has noticed the Homeowners of any alleged default (if one exists or ever existed) and that such default would be secured by the real property of the Homeowners and such default cannot be assumed without creating an unfair prejudice against the Homeowners;

267. Plaintiff has failed to show proof of FNMA ownership of the purported FNMA Note and that said ownership would be secured by the real property of the Homeowners and Plaintiff fails to show any proof of a valid and enforceable Note and/or Note assignment by and between Plaintiff and FNMA and/or by and between any other person and/or any entity and there are no averments as to the nature of the purported FNMA ownership of the Note on the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

268. Plaintiff has failed to show proof of FNMA ownership of the purported FNMA Note and that said ownership would be secured by the real property of the Homeowners and Plaintiff fails to show any proof of "valuable consideration, offer, and acceptance" of the FNMA Note by and between FNMA and/or by and between any other person or entity and there are no averments as to the nature of the purported FNMA ownership of the Note on the real property of the

Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

269. Plaintiff has failed to show proof any assignment (if one exists, past, present, or future) of the purported FNMA Note and that said assignment would be secured by the real property of the Homeowners and such undisclosed and/or non-existent assignment would only be valid and enforceable if the phantom assignee FNMA is capable of accepting it, paying for it and the acceptance is for the assignee FNMA and it cannot be assumed without creating an unfair prejudice against the Homeowners;

270. Plaintiff failed to show proof of FNMA ownership of the purported FNMA Note and that said ownership would be secured by the real property of the Homeowners and Plaintif has failed to show any proof to allege that the phantom Assignor and/or Assignee of the purported FNMA Note even exists by and between FNMA and the Plaintiff and/or any other party (if one exists, past, present, or future) or even that FNMA has knowledge of such alleged ownership and/or knowledge of this foreclosure action and/or that the phantom Assignor to FNMA and/or that such Assignor has conveyed all rights and control to FNMA and/or that FNMA has assigned any rights or control to the Plaintiff and it cannot be assumed without creating an unfair prejudice against the Homeowners;

271. Plaintiff has failed to show proof of a valid and enforceable assignment (if one exists or ever existed) of the purported FNMA Note and that assignment would be secured to the real property of the Homeowners to FNMA (if one exists or ever existed) and it cannot be assumed without creating an unfair prejudice against the Homeowners;

272. Plaintiff has failed to show proof of a valid and enforceable assignment (if one exists, or ever existed) of the purported FNMA Note and that said assignment would be secured on the real property of the Homeowners by and between FNMA and any other person or entity, and as such, absent delivery and not in writing such assignment would be improper and would be a

nullity and it cannot be assumed without creating an unfair prejudice against the Homeowners;

273. Plaintiff has failed to show proof any alleged default (if one exists, or ever existed) on the purported FNMA Note and that said default would be secured on the real property of the Homeowners and Plaintiff has failed to show proof of any Notice of Default, thus FNMA or Plaintiff does not have the right to foreclose on the purported FNMA Note on the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

274. Plaintiff has failed to show proof that the prepaid-in-full/reclassification of the purported FNMA Note from a FNMA MBS Trust on or about December 22, 2010 was an acquisition of the FNMA Note by FNMA from the FNMA MBS Trust or and that said reclassification would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

275. Plaintiff has failed to show proof that the reclassification of the alleged subject Note meets the requisite offer, acceptance, and consideration of which has not and cannot be accepted by either party, FNMA Trustee, Fannie Mae Corporation, and as such, the former true owner "Investors" that were paid-in-full;

276. Plaintiff has failed to show proof that FNMA would be authorized to prosecute a foreclose action and/or to procure a notice of default on the purported FNMA Note and that said foreclosure would be secured on the real property of the Homeowners;

277. Plaintiff has failed to show proof that any person or entity owns the purported FNMA Note, purportedly FNMA Corporation, knows whether or not the Plaintiff is the owner of the FNMA Note subject to this action or would have knowledge if a secured creditor exists, (if one exists) and it cannot be assumed without creating an unfair prejudice against the Homeowners;

278. Plaintiff has failed to show proof that a secured creditor exists and the identity of a secured Creditor (if one exists) of the purported FNMA Note and it cannot be assumed without

creating an unfair prejudice against the Homeowners.

279. FNMA has failed to show proof of any FNMA Note assignments (if one exists) by and between FNMA and any other person or entity on the purported FNMA Note and it cannot be assumed without creating an unfair prejudice against the Homeowners;

280. Plaintiff has failed to show proof any FNMA agreements (if any exist) for the sale of real property, or of an interest therein; on the purported FNMA Note and that such agreements would be secured on the real property of the Homeowners by such an agreement and it cannot be assumed without creating an unfair prejudice against the Homeowners;

281. Plaintiff has failed to show proof that FNMA has any agency relationship with any person or entity on the purported FNMA Note and that said agency (if exists) would be secured by the real property by the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

282. Plaintiff has failed to show proof that FNMA has any rights to foreclosure on the purported FNMA Note and that such rights would be secured on the real property of the Homeowners by such rights and it cannot be assumed without creating an unfair prejudice against the Homeowners.

DEFENSE #19

283. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

284. Plaintiff knew or should have known that the true lender-creditors "owners" of the purported FNMA Note to the Homeowners were the "Investors" in the MBS Trust;

285. Homeowners never borrowed any money from the Plaintiff, there is no consideration by and between the Plaintiff and the Homeowners.

DEFENSE #20

286. Each assertion set forth in this pleading that is consistent with the following is

incorporated herein by reference as if here set forth verbatim;

287. Plaintiff and/or their purported agents are just a Third Party Debt Collectors under Federal Law Plaintiff has fraudulently claimed the purported FNMA Note and/or mortgage as their own, including misrepresentation of the secured creditor status, Holder-in-Due-Course Status, Holder Status, Ownership, and the Real Party-in-Interest;

288. Plaintiff misrepresented the true facts and the true facts were unknown to the Homeowners;

289. The Complaint does not reflect the documents from the CSMC 2018 RPL Trust, whose documents have been concealed and ignored.

DEFENSE #21

290. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

291. The Statue of Frauds invalidates any and all transfers of the purported FNMA Note and/or mortgage that were not memorialized in writing at the times of the transfers;

292. Plaintiff has not come forward with any valid and authentic mortgage assignments and FNMA Note endorsements, thus this shows that there aren't any;

293. As a matter of law, any and all transfers that Plaintiff has are a nullity;

294. The Plaintiffs claim is barred by the statute of frauds.

DEFENSE #22

295. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

296. The table funded, "Piggyback" aka Combo Loan whereby the HELOC, Mortgage, and FNMA Note were separated, securitized, and placed with different parties and/or chopped, sliced, diced in FNMA MBS Trusts involving multiple investors, and multiple co-obligee's and obligor's, Credit Default Swaps(CDS), Pool Insurance, and other derivatives now make the

instruments, liquidated, paid-in-full, and the debt obligation extinguished;

297. The purported FNMA Note was securitized to a FNMA MBS Trust, subsequently paid-in-full, liquidated, and extinguished. The net result of the FNMA securitization is that it is impossible for the purported FNMA Note could be properly identified.

DEFENSE #23

298. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

299. No contract exists by and between Plaintiff and the Homeowners;

300. No contract exists by and between FNMA and the Homeowners;

301. Plaintiff foreclosed on the Homeowners outside of the four corners of the Complaint, thus violating the "Parole Evidence Rule";

302. Plaintiff does not allege to be an owner of the purported FNMA Note, the Complaint fails, thus violating the "Parole Evidence Rule";

303. Plaintiff has failed to show proof of accounting of the money trail in the securitization chain from origination to the present by and between the Plaintiff and FNMA MBS Trust, and any other person or entity on the transfers and/or assignments of the purported FNMA Note and/or mortgage and the money trail cannot be assumed without creating an unfair prejudice against the Homeowners. Plaintiff has has failed to show proof of the accounting of the FNMA MBS Trust prepaid-in-full reclassification of the purported FNMA Note from the FNMA MBS Trust and the lack of "consideration" given on said reclassification by and between any person or entity on the transfers and/or assignments of the purported FNMA Note and said "consideration" cannot be assumed without creating an unfair prejudice against the Homeowners.

DEFENSE #24

304. Each assertion set forth in this pleading that is consistent with the following is

incorporated herein by reference as if here set forth verbatim;

305. No notice of default provided to Homeowners by the last known owner of the FNMA Note on the real property of the Homeowners;

306. The Plaintiff and/or their predecessors and/or assignors and any other party or entity failed to provide the Homeowners all the appropriate and required notices under the alleged subject FNMA Note and/or mortgage.

DEFENSE #25

307. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

308. Plaintiff's allegations are the result of acts or omissions committed by non-parties to this action over whom the Homeowners have no responsibility or control;

309. Plaintiff knowledgeably consented to legal wrong has no legal right "Doctrines of Scienti et volenti non fit injuria";

310. Plaintiff alleged claims is harm without injury "Damnum absque injuria";

311. This Court should not grant a judgment or other legal relief to the Plaintiff who have not acted fairly by having made false representations and concealing material facts from the Homeowners;

312. Homeowners maintain that equitable estoppel bars Plaintiff's alleged claim.

DEFENSE #26

313. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

314. Plaintiff did not pay fair and adequate "consideration" to any person or entity for purported FNMA Note and/or mortgage;

315. Homeowners allege that the granting Plaintiff's demands in their Complaint and claims would result in "Unjust Enrichment", as the Plaintiff would receive money they are not entitled

to receive;

316. Plaintiff would be unjustly enriched if they were to receive the relief requested.

DEFENSE #27

317. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

318. If Plaintiff sustained any damages or losses as alleged in the Complaint, all of which is expressly denied, then such damages were caused, either in whole or in part, by Plaintiff's or its "Debt Collectors", agents, representatives, employers, assignors, and/or assignees, own culpable conduct, fault, and/or negligence, and any recovery herein shall be diminished accordingly in whole or in part.

DEFENSE #28

319. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

320. The Plaintiff, itself and/or by and through its agents and servants, has engaged in such conduct with respect to the loan subject of this action as to make the Plaintiffs hands unclean with regard to the matters subject of this action;

321. This conduct by the Plaintiff relates directly to the subject matter of this action;

322. The Plaintiffs said conduct has proximately caused the Defendant prejudice and injury;

323. Plaintiffs claims are barred, in whole or in part, by the doctrine of unclean hands.

324. Plaintiff is not entitled to obtain an equitable remedy on account of the fact that they are acting unethically and are acting in in bad faith with respect to the alleged subject FNMA Note and mortgage with "unclean hands";

325. Plaintiff filed this Complaint on the Homeowner's without providing proof of the existence of a valid and enforceable FNMA Note and mortgage on the Homeowners property whereby they would be the Real Party-in-Interest, the secured creditor or the Holder-in-Due

Course;

326. Plaintiff has conducted their business without honesty in fact and without the observance of reasonable commercial standards of fair dealing;

327. Plaintiff has engaged in fraudulent, unconscionable conduct, and has failed to have an "obligation of good faith";

328. Plaintiff seeking equity must do equity.

DEFENSE #29

329. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

330. Plaintiff is frivolously and unlawfully pursing the real property on the Homeowners causing injury to its own self;

331. Homeowners are of information and belief that Plaintiff is unlawfully attempting to collect mortgage and/or Note payments from the Homeowners, thus causing injury to own self;

332. Plaintiff is unlawfully claiming legal right to enforce an alleged negotiable instrument and illegally claiming to be a real party-in-interest to this action, thus causing injury to own self;

333. Plaintiff is barred from seeking relief for damages as a result of its self-inflicted injuries.

334. The law firm of Bell Carrington Price Gregg, LLC is barred from seeking relief for damages as a result of its self-inflicted injuries;

335. All of the above referenced "Debt Collectors" and their cohorts are knowingly and wantonly pursuing a frivolous lawsuit.

DEFENSE #30

336. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

337. Plaintiff's claim was brought after the statutory limit has passed and the claims are

barred, in whole or in part, by the South Carolina Code of Laws applicable statutes of limitations.

338. Plaintiff's claims now or in the future are time barred.

DEFENSE #31

339. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

340. The Plaintiff and FNMA will not suffer any damages.

341. Plaintiff has failed to show proof that they are a stakeholder in the purported FNMA Note and mortgage on the real property of the Homeowners and how they would suffer any damages;

342. Plaintiff has not and will not suffer any damages because they are not a stakeholder;

343. FNMA has not and will not suffer any damages because they are not a stakeholder.

DEFENSE #32

344. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

345. No contract exists by and between Plaintiff and the Homeowners;

346. Plaintiff has no rights to any existing contracts of the Homeowners, including the right to foreclose or collect attorney's fees;

347. Plaintiff and/or any person or entity that assigned the alleged claim to Plaintiff (if one exists) is not entitled to reimbursement of attorneys' fees because the alleged contracts did not include such a provision, and/or that Plaintiff is not in privity to said contracts and/or there is no law that otherwise allows them;

348. Homeowners never agreed to pay attorney's fees to Plaintiff under any circumstances, and therefore is not entitled to attorneys' fees in this action.

DEFENSE #33

349. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

350. While denying Plaintiff's Complaint has any merit, Homeowners deny that they have been advanced any sum of money from the Plaintiff. Thus, Homeowners deny that any sums of money is owed to Plaintiff;

351. Plaintiff cannot service a debt obligation that cannot be shown to be identified to any person or entity and/or shown to exist;

352. Plaintiff cannot claim a debt obligation to be in default that cannot be identified or shown to exist;

353. Plaintiff would not be entitled to any repayment of any sums of the purported FNMA Note and/or mortgage as the "Investors" are the true lender-owners and as such, have been paid-in-full;

354. Homeowners would be entitled to repayment of monies paid to Plaintiff or sub-servicers and/or FNMA after the Homeowners FNMA Note was re-classed out of the FNMA MBS Trust on December 22, 2010 as monies were ceased advancing to the FNMA MBS Trust and unlawfully held for their own accounts. This recoupment and/or set-off against such relief, and the Homeowners would also be entitled to an order of this Court recognizing and declaring Homeowners equitable right to repayment in full for fraudulent foreclosure filings against the Homeowners, reinstatement payments, plus interest;

355. The Plaintiff has knowingly, intelligently, and voluntarily relinquished any right it may have had to prosecute the foreclosure claim subject of this action.

COUNTERCLAIM AND THIRD-PARTY COMPLAINT
FOR A FIRST CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS AND THIRD-PARTY DEFENDANT FANNIE MAE)

356. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

357. The Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-party Defendant Fannie Mae have engaged in a pattern deceptive and unfair trade practices causing harm to the Defendants ("Homeowners") and thousands of other homeowners similarly situated in South Carolina and nationally, including, but limited to, their Complaint and arising out of the same transactions;

358. Actions of the Plaintiff and Fannie Mae, itself and/or by and through its agents and servants, such actions including, but not necessarily being limited to, those stated in this pleading, constitute violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, et seq.;

359. Plaintiff and Fannie Mae, their agents, servicers, title companies, and foreclosure law firms, through their sophisticated, elaborate, deceptive, and unfair trade practices, have caused the Homeowners and thousands of other homeowners to be in double jeopardy on their homes and have caused irreparable harm to the Homeowners and other homeowners that have either lost their homes to the aggressive, abusive, unscrupulous, unconscionable, and egregious debt collection practices and/or wrongful foreclosure practices or now are at a very high risk of losing their homes in the near future to an elaborate scheme to defraud unsuspecting homeowners of their homes in South Carolina and nationally;

360. The Plaintiff and Fannie Mae knew or should have known that the said actions were violations of the Unfair Trade Practices Act and were unfair and deceptive acts in trade or commerce;

361. These actions are capable of repetition, including, but not necessarily limited to, in that the Plaintiff and Fannie Mae repeatedly engaged in a pattern or practice of such conduct;

362. This is an action for violations of the South Carolina Unfair Trade Practices Act ("UTPA"), pursuant to SC SEC 39-5-10 to -160, UPTA is patterned after section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45(a)(1);

363. Plaintiff never legally or lawfully acquired any interest in the purported FNMA Note or mortgage instruments related to the Homeowners' residential real property, and allegedly "acquired" such interests solely through false, fraudulent, and unlawful means.

364. As set forth above, the Plaintiff and Fannie Mae and/or its agents acting in concert with other persons or entities intentionally manufactured a scheme to defraud the Homeowners and other homeowners on a wide scale whereby the Plaintiff, through the use of the mails, the public records, and the Courts, intentionally devised false and fraudulent documents relating to the claimed and alleged real-party-in-interest status of mortgage loans when the Plaintiff and Fannie Mae had actual knowledge that they had no such status, doing so through perjured documents and material misrepresentations with the specific intent to commit theft of residential real property;

365. As set forth above, the Homeowners relied upon the Plaintiff's and Fannie Mae's representations (as any reasonably and similarly-situated homeowner would), which directly and proximately caused the Homeowners to suffer specific damages and other homeowners similarly situated;

366. The actions of Plaintiff and Fannie, and/or its agents were specifically directed to the Homeowners herein and other homeowners similarly situated;

367. In order to accomplish their objective, Plaintiff and Fannie Mae developed and were part of an enterprise, which consisted of the Plaintiff and Fannie Mae, and their agents including but not limited to various law firms, which worked together and in concert at the direction of the

Plaintiff and Fannie for the specific purpose of furthering the pattern of unlawful activity set forth herein, including notary fraud and a regular pattern and practice of filing false and perjured documents in the public records to institute and further fraudulent foreclosures and steal residential real property from its owners.

368. As set forth herein below, Plaintiff and Fannie, through their predicate acts and pattern of criminal activity which Plaintiff and Fannie Mae, and others engaged in throughout the State of South Carolina and elsewhere on a regular and continuous basis and with a defined and intentional purpose, conducted a nationalized fraud, the victims of which were the American homeowners including the Homeowners herein;

369. As set forth herein above and further herein below, Plaintiff and Fannie Mae, together with the active aid, assistance, and agreement of other persons and/or entities and their respective agents, repeatedly, deliberately, intentionally, conspiratorially and with criminal intent received proceeds both directly and indirectly from a pattern of unlawful activity through theft, fraudulent practices, false pretenses, fraud, and perjury in the acquisition of title to and claimed rights, interest, and equity in real property;

370. As further set forth herein, the Plaintiff and Fannie Mae and its agents and other persons and/or entities acting in concert who were employed and/or associated conducted and participated in such a pattern of unlawful activity including but not limited to a statewide pattern of filing false and perjured documents in the public records; instituting false and fraudulent foreclosure proceedings; and deliberately ignoring and failing to comply with applicable foreclosure laws;

371. As set forth herein above and herein below, the Plaintiff and Fannie Mae its agents and other persons and entities also conspired and endeavored to violate the activities prohibited by South Carolina Unfair Trade Practices Act ("UTPA") and specifically engaged in their pattern of unlawful activity at the expense of the Homeowners and other homeowners similarly situated

and for their own benefit;

372. Plaintiff, and its agents, and Fannie Mae, and its agents and other persons and entities engaged in their pattern of unlawful activity through and arising out of a series of transactions and acts in Complaints and/or foreclosure filings against the Homeowners and on other homeowners throughout the State of South Carolina, which transactions and acts included the fraudulent foreclosure filings, wrongful misrepresentations as to perjured documents, and intentional failure to comply with foreclosure laws as set forth above;

373. As such, Plaintiff and Fannie Mae and its agents and other persons and entities have violated the South Carolina Unfair Trade Practices Act ("UTPA"), with said Plaintiffs' and Fannie Mae's actions:

(a) having the same intent (that being to obtain, through a pattern of theft, fraud, fraudulent activity, and false pretenses, monies and real property from innocent and unknowing homeowners and rightfully the property thereof);

(b) having the same results (that being the wrongful foreclosure of the Homeowners' real property to further the unjust enrichment;

(c) having the same victims (homeowners with mortgage loans); and

(d) having the same methods of commission (that being theft, fraud, false pretenses, and perjury).

374. Homeowners have been repeatedly been harmed by the Plaintiff and Fannie Mae, and their agents and exposed to double jeopardy as well as thousands of other homeowners similarly situated in the State of South Carolina and nationally;

375. As set forth above, Homeowners have been injured and have suffered significant damages by reason of the Plaintiff and Fannie Mae, and its agents and acting in concert with other persons and entities in violation of the South Carolina Unfair Trade Practices Act ("UTPA");

376. The Homeowners have suffered damages as a result of the said actions;

377. Homeowners are thus entitled to demand and do demand threefold actual damages against the Plaintiff and Fannie Mae in addition to attorneys' fees (if applicable) and costs.

COUNTERCLAIM AND THIRD-PARTY COMPLAINT
FOR A SECOND CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS AND THIRD-PARTY DEFENDANT FANNIE MAE)

378. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

379. At all times material hereto, the Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-party Defendant Fannie Mae and their agents and other persons and entities agreed, between and among themselves and in combination with each other and various agents identified herein below, as to each overt act in furtherance of the conspiracy and enterprise, to engage in unlawful actions for a common purpose, to wit: to perpetrate a fraud upon Homeowners through fraudulent threats of foreclosure and fraudulent foreclosure filings whereby the Plaintiff and its agents and Fannie Mae, and its agents, would obtain monies, under fraudulent pretenses, of the Homeowners' real property at the expense of the Homeowners and without compensating the Homeowners therefor; to unlawfully convert the Homeowners' real property and permanently deprive the Homeowners thereof; and to cause all deleterious consequences of the Homeowners' actions to be saddled upon the Homeowners, which consequences include but are not limited to the loss of real property; the incurring of expenses; and the adverse effects of claimed defaults and foreclosures placed on the Homeowners' credit reports by the Plaintiff and/or its agents.

380. Plaintiff and Fannie agreed to engage in these unlawful actions with various agents including but not limited to, servicers, title companies, law firms hereinafter ("conspirators") for purposes of instituting and furthering fraudulent foreclosures, which Conspirators and their

agents being involved in the various transactions and with the Plaintiff and Fannie Mae participating in each overt act in furtherance of the conspiracy to defraud and convert, and did so in order to accomplish the objective of defrauding Homeowners and misappropriating monies and real property from the Homeowners. As a direct and proximate result of the overt, concerted, and conspiratorial actions of the Conspirators through and with their agents, Homeowners have suffered significant damages. The conspiracy to defraud and convert engaged in by the above referenced parties, and other parties not named constitutes a separate and distinct independent tort which is separate and apart from any breach of any contract;

381. Plaintiff never legally or lawfully acquired any interest in the FNMA Note or mortgage instruments related to the Homeowners' residential real property, and allegedly "acquired" such interests solely through false, fraudulent, and unlawful means;

382. As set forth above, the Plaintiff and Fannie Mae and/or its agents acting in concert with other persons or entities intentionally manufactured a scheme to defraud the Homeowners and other homeowners on a wide scale whereby the Plaintiff and Fannie Mae, through the use of the mails, the public records, and the Courts, intentionally devised false and fraudulent documents relating to the claimed and alleged "ownership" and "holder" status of mortgage loans when the Plaintiff and Fannie Mae had actual knowledge that they had no such status, doing so through perjured documents and material misrepresentations with the specific intent to commit theft of residential real property;

383. As set forth above, the Homeowners relied upon the Plaintiff's, Fannie Mae's, and their agents representations (as any reasonably and similarly-situated homeowner would), which directly and proximately caused the Homeowners to suffer specific damages;

384. The actions of Plaintiff and Fannie Mae and/or its agents were specifically directed to the Homeowners herein;

385. In order to accomplish their objective, Plaintiff and Fannie and their agents developed

and were part of an enterprise, which consisted of the Plaintiff and their agents, Fannie Mae, and their agents, including but not limited to various law Firms, which worked together and in concert at the direction of the Plaintiff and/or Fannie Mae for the specific purpose of furthering the pattern of unlawful activity set forth herein, including title fraud, notary fraud, mortgage fraud, and a regular pattern and practice of filing false and perjured documents in the public records to institute and further fraudulent foreclosures and steal residential real property from its owners;

386. As set forth herein below, Plaintiff, through their predicate acts and pattern of criminal activity which the Plaintiff and Fannie Mae, and others engaged in throughout the State of South Carolina and elsewhere on a regular and continuous basis and with a defined and intentional purpose, conducted a nationalized fraud, the victims of which were the American homeowner including the Homeowners herein;

387. Plaintiff and Fannie Mae agreed with parties not named, between and among themselves to engage in the conspiracy to defraud for the common purpose of accruing economic gains for themselves at the expense of and detriment to the Homeowners and other homeowners arising out of the same transactions of the CSMC 2018 RPL6 Trust and other homeowners similarly situated . The actions of Plaintiff and Fannie Mae and others were committed intentionally, willfully, wantonly, and with reckless disregard for the rights of the Homeowners . As a direct and proximate result of the actions of Plaintiff and Fannie Mae in combination resulting in fraud and breaches of fiduciary duties, Homeowners have suffered damages.

388. Homeowners demand the entry of Final Judgment against the Plaintiff and Fannie Mae for actual, compensatory damages, and punitive damages, including interest, costs, attorneys' fees, and any other and further relief which is just and proper under the totality of the circumstances.

COUNTERCLAIM AND THIRD-PARTY COMPLAINT
FOR A THIRD CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS AND THIRD-PARTY DEFENDANT FANNIE MAE)

389. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

390. At all times material hereto, the Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-party Defendant Fannie Mae and their agents and other persons and entities had actual knowledge that their written statements as to alleged "ownership" of the "Homeowners" Note and/or mortgage and the legal entitlement to demand monies from Homeowners and institute foreclosure proceedings were false statements of material fact which were false when made and known by said Plaintiff and Fannie Mae and their agents to be false when made;

391. Plaintiff and Fannie Mae made the subject false statements with the specific intent that the Homeowners rely thereon and with the separate specific intent, which separate specific intent was unknown to the Homeowners at the time, to defraud the Homeowners. It is legally impossible for any person or entity to have a valid and enforceable FNMA Note to foreclose on the real property Homeowners;

392. Despite the Homeowners' Note and/or mortgage was sold/securitized to a FNMA MBS Trust on or about December 1, 2005 and subsequently prepaid-in full from the FNMA MBS Trust as an extinguishment mortgage and/or of the FNMA Note. Plaintiff instituted foreclosure proceedings in South Carolina where it claims, in official court filings an documents filed in the public records and sent to the Homeowners herein through the mails, to be the "Real-Party-in-Interest and has the right to enforce the FNMA Note and mortgage and an "Assignee of the Mortgage" and the "Creditor" for purposes of attempting to justify legal entitlement to institute foreclosure proceedings, doing so based upon nothing more than either:

(a) unworn allegation unsupported by any evidence; and

(b) by a one page false, fraudulent, and forged "ROBO" signed Mortgage Assignment fabricated by Nationwide Title Clearing, Inc. which is easily identified to be a forgery; and

(c) a canceled FNMA Note and in Plaintiff's foreclosure effort, supported the allegation of Real-Party-in-Interest or that Plaintiff is or was entitled to initiate a foreclosure action on the Homeowners or Plaintiff legally acquired the full and unencumbered interest in either the FNMA Note or the mortgage instrument. In South Carolina foreclosure proceedings, Plaintiff and/or its agents have also falsely alleged, in civil foreclosure actions and in public records filings which have been served on the Homeowners herein through the mails;

393. Plaintiff intentionally and willfully uttered, in writing throughout foreclosure proceedings in Beaufort County, SC and across South Carolina, the false and fraudulent misrepresentations as to the named Plaintiff for the sole and specific purpose of manufacturing bogus "assignments" of mortgages and in order to institute and further fraudulent foreclosure proceedings with the intent of said Plaintiff and its agents being the same across all jurisdictions: to wit, the theft of monies and/or real property from the owners thereof;

394. In furtherance of its well-entrenched and established scheme to defraud homeowners and to perpetrate fraudulent foreclosure proceedings for the purpose of wrongfully and illegally acquiring real property, Plaintiff also willfully and intentionally ignored and deliberately failed to comply with applicable laws and rules pertaining to the foreclosure process, such as the proper certifications in South Carolina foreclosures. Plaintiff and Fannie Mae have consistently filed false and fraudulent ROBO documents via Nationwide Title Clearing, Inc.and have failed to provide proof of legal ownership of the full and unencumbered interest in the FNMA note and mortgage and is consistent with Plaintiff's pattern and Fannie Mae's pattern of falsely misrepresenting the legal scope and effect of the mortgage assignments and invalid and unenforceable Notes for purposes of manufacturing legal standing; and causing the execution of false and fraudulent "Assignments" of mortgages to further fraudulent foreclosures statewide;

395. The specific pattern of unlawful activity of Plaintiff and Fannie Mae, which has been perpetrated upon the Homeowners and other homeowners similarly situated in Beaufort County, SC and in the State of South Carolina herein through fraudulent practices, in certain instances, actions involving perjury, is demonstrated by the specific instances of conduct set forth below, which conduct was executed with the same intent and in the same manner and means and with the same intended class of victims and intended results;

396. Plaintiff instituted actions to foreclose on the purported FNMA Note against the Homeowners doing so without a valid Mortgage Assignment and with no evidence that Plaintiff legally acquired ownership of the Note or holder interest in the loan;

397. The mortgage assignment to Plaintiff requested by Fannie Mae is bogus and shows intent of fraudulent conveyance to Plaintiff. The assignment is a legal impossibility in view of the FNMA MBS Trust securitization assignment that "closed" in 2005;

398. The assignment to the Plaintiff is fraudulent and illegal;

399. Plaintiff's allegations in the Complaint are fraudulent, constituting a fraud on the court and institution of fraudulent foreclosure litigation. The purported FNMA Note, Plaintiff is without authority as the Plaintiff is not the Owner or the Holder in Due Course;

400. Plaintiff is the claimed to be the real-party-in-interest of the FNMA Note and/or mortgage of a securitized mortgage loan sold and securitized to a FNMA MBS Trust which "closed" in December 2005 and the purported FNMA Note was prepaid-in-full and the mortgage extinguished by the FNMA MBS Trust on or about December 22, 2010;

401. Homeowners payments being made to Plaintiff by demand therefrom without evidence that Plaintiff owns the purported FNMA Note or that it is shown to be owned by any person or entity.

402. The Complaint lawsuit filed by Plaintiff against Homeowners without evidence of ownership of the loan and where there is evidence that the loan was (allegedly) transferred to

FNMA MBS Trust securitization trust in 2005 is Fraud upon the Court and fraudulent foreclosure filing. The illegal court proceedings instituted by Plaintiff against the Homeowners for a purported FNMA Note and/or mortgage FNMA MBS Trust securitization which "closed" in 2005;

403. As a direct and proximate result of the actions and course of conduct of Plaintiff and Fannie Mae, and their respective agents, Homeowners have suffered damages;

404. The fraudulent conduct engaged in by the Plaintiff and Fannie Mae constitutes a separate and independent tort separate and apart from any breach of any contract;

405. Plaintiff and Fannie Mae disguised the transaction to create the appearance of the lender being authorized to do business and to enter into the subject transaction when in fact the real-party-in -interest was not disclosed to Homeowners, as aforesaid, and neither were the various fees, rebates, refunds, kickbacks, profits and gains of the various parties who participated in this unlawful scheme;

406. The person to whom the FNMA Note was transmitted or eventually "assigned", if it was assigned, was neither a financial institution nor an entity or person authorized, chartered or registered to do business in this State nor to act as banking, lending or other financial institution anywhere else;

407. As such, this fraudulent scheme, (which was in actuality a plan to trick the Homeowners was in fact a sham to use Homeowners interest in the real property to collect or foreclose;

408. Under Applicable law, the interest charged on this usurious mortgage prevents any collection or enforcement of principal or interest of the note, voids any security interest thereon, and entitles the Homeowners to recovery of all money or value paid to the Plaintiff and Fannie Mae, their agents and predecessors, plus treble damages, interest, and attorney fees.

409. Under Applicable Law Homeowners are also entitled and demand a permanent injunction be entered against the Plaintiff preventing them from taking any action or making

any report in furtherance of collection on this alleged debt which was usurious, as aforesaid, requiring the ROD of Beaufort County, SC in which the alleged mortgage and other instruments are recorded to remove same from the record, allowing the filing of said order in the office of the clerk of the property records where the subject property, "Loan transaction" and any other documents relating to this transaction are located and dissolving any lis pendens or notice of pendency relating to Plaintiff's purported claim. Homeowners demand the entry of Final Judgment against the Plaintiff and Fannie Mae for compensatory damages, interest, costs, attorneys' fees, and any other and further relief which is just and proper under the totality of the circumstances.

COUNTERCLAIM AND THIRD-PARTY COMPLAINT
FOR A FOURTH CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS AND THIRD-PARTY DEFENDANT FANNIE MAE)

410. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

411. The Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-party Defendant Fannie Mae and their agents slandered the Homeowner's title by recording in the public land records a mortgage assignment that is forged, fabricated, fraudulent and unrelated to the FNMA Note of which are by their terms dependent upon the existence of the purported FNMA Note subject of this case;

412. The purported FNMA Note subject of this case does not exist or is unenforceable;

413. The assignment of mortgage contain false statements;

414. These statements have diminished the value of the subject property in the eyes of third parties;

415. The Homeowners have suffered damages as the consequent and proximate result;

416. The Homeowners are entitled to recover actual damages, consequential damages, and the costs of this action from the Plaintiff and Fannie Mae.

COUNTERCLAIM AND THIRD-PARTY COMPLAINT
FOR A FIFTH CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS AND THIRD-PARTY DEFENDANT FANNIE MAE)

417. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

418. The Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-party Defendant Fannie Mae and their agents knowingly and intentionally concealed material information from Homeowners which is required by Federal Statutes and Regulations to be disclosed;

419. Plaintiff and Fannie also materially misrepresented material information to the Homeowners with full knowledge by Plaintiff and Fannie Mae that their affirmative representations were false, fraudulent, and misrepresented the truth at the time said representations were made;

420. Under the circumstances, the material omissions and material misrepresentations of Plaintiff were malicious;

421. As a direct and proximate cause of the Plaintiff 's material omissions and material misrepresentations, Homeowners have suffered damages.

COUNTERCLAIM
FOR A SIXTH CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS)

422. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

423. The Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust and/or their agents have published statements concerning the Homeowners in writing;

424. Such statements include statements to the effect that the Homeowners is currently delinquent in its payments with regard to the loan subject of this action and is in default thereof;

425. These statements tended to impeach the honesty, integrity, virtue, creditworthiness, business soundness, and/or reputation of the Homeowners;

426. These statements were false;

427. These statements were published with malice by the Plaintiff. These statements were published with the Plaintiff's knowledge of their falsity or with reckless disregard by the Plaintiff of whether they were true or false. These statements were libelous per se.

428. The publication by the Plaintiff of these statements has proximately caused damages to the Homeowners, such damages including, but not being limited to, embarrassment, humiliation, mental anguish and suffering, and damage to the Homeowners credit and reputation.

COUNTERCLAIM
FOR A SEVENTH CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS)

429. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

430. The Fair Debt Collections Practices Act (FDCPA), codified at 15 U.S.C. §1692 et seq., was enacted to give added protections to consumers who have been pursued by abusive debt collectors, such as the Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust and/or their agents, Plaintiff's counsel, Bell Carrington Price & Gregg, LLC, Shellpoint Mortgage Servicing, and agents thereof;

431. Homeowners dispute the debt. Under the FDCPA, attorneys are "debt collectors". All of the above mentioned "debt collectors" have failed to disclose the true secured Creditor as required by the FDCPA in spite of repeated requests;

432. The above referenced law firm have failed to disclose the secured creditor, if there is one.

433. The Act also states that any attorney's fees or charges imposed by the debt collector that

were not expressly authorized by the mortgage contract constitute violations;

434. A "debt collector" who violates the FDCPA may be liable for any actual damages sustained by the violation, additional damages up to $1000 and the costs of the action, including reasonable attorneys fees.

COUNTERCLAIM
FOR A EIGHTH CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS)

435. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

436. At all times material, Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust and/or their agents, Plaintiff's counsel, Bell Carrington Price & Gregg, LLC, Shellpoint Mortgage Servicing, and agents thereof;

437. Plaintiff acted as a provider of information to the Credit Reporting Agencies, including, but not limited to Experian, Equifax, and TransUnion under the Federal Fair Credit Reporting Act;

438. Plaintiff, and its agents and/or servicers, wrongfully, improperly, and illegally reported negative information as to the Homeowners to one or more Credit Reporting Agencies, resulting in Homeowner having negative information on their credit reports and the lowering of their FICO scores;

439. Pursuant to 15 USC sec. 1681 (s)(2)(b), Homeowners are entitled to maintain a private cause of action against the Plaintiff for an award of damages in an amount to be proven at the time of trial for all violations of the Fair Credit Reporting Act which caused actual damages to Homeowners, including emotional distress and humiliation. Homeowners are entitled to recover damages from the Plaintiff for negligent non-compliance with the Fair Credit Reporting Act;

440. Homeowners are also entitled to an award of punitive damages against he Plaintifff for their willful noncompliance with the Fair Credit Reporting Act.

RELIEF SOUGHT

Homeowner's interest in monies and real property is being jeopardized by the actions of the Plaintiff and Fannie Mae, their agents and through their concerted and well-entrenched pattern of unlawful activity specifically engaged in to wrongfully and through fraudulent means take possession, custody, and control of certain monies and real property of the Homeowners. Denial of the requested relief would be tantamount for rewarding the Plaintiff and its agents and other persons and entities for their statewide pattern of unlawful activity. Any alleged harm to the Plaintiff or Fannie Mae, of which consists of Fannie Mae, the largest Government Sponsored Enterprise ("GSE") in the world and its related servicing entities, with the granting of this relief is greatly and substantially outweighed by the actual and irreparable harm to the Homeowners in the event that the relief requested herein is not granted. The granting of the relief requested herein is in the public interest, as the consuming public of homeowners, including the Homeowners, has been, is being, and will continue to be harmed by the fraudulent and wrongful conduct of the Plaintiff, Fannie Mae, and their agents. Having set forth numerous legally sufficient causes of actions against the Plaintiff and Fannie Mae, Homeowners pray for the entry of Final Judgment against the Plaintiff and Fannie Mae in an amount not yet quantified but to be proven at trial and such other amounts to be proven at trial, and for costs and fees; that the Court find that the transactions the subject of this action are illegal and are deemed void; that the foreclosure which was instituted be deemed and declared illegal and void and that further proceedings in connection with the foreclosure be enjoined:

WHEREFORE, The Defendant Homeowners pray for the Court to:

(a) Issue an Order dismissing the Complaint with prejudice;

(b) Deny the Plaintiff the relief it seeks in this action;

(c) Award the Defendants actual damages, punitive damages, treble damages, and all applicable statutory penalties;

(d) Award the Defendants reasonable attorney's fees;

(e) Award the Defendants the costs and expenses of this action; and

(f) Grant the Defendants such other and further relief as the court deems just and proper.

Respectfully Submitted,

AFFIDAVIT

Personally appeared before me, the undersigned Notary Public duly authorized to administer oaths, Rex A. Field and Tracy L. Field, who after being duly sworn deposes and states that they are authorized to make this verification on behalf of themselves and the statements and evidence are true and correct based upon his personal knowledge.

This day, February 19, 2021

Rex A. Field
PO Box 975
St. Helena, SC 29920
cyberport@protonmail.com
(803)-609-0410

Tracy L. Field

Sworn before me, this 19th day of February, 2021

Notary Public
State of South Carolina
Beaufort County

STEPHANIE MCALHANEY NOTARY PUBLIC EXP. 10/10/2028 SOUTH CAROLINA

EXHIBIT A

MILESTONES for 1000456-0000731695-5

Description	Date	Initiating Organization / User	Milestone Information
Transfer to Non-MERS Status	02/22/2012	1000115 CitiMortgage, Inc. Batch	MIN Status: Transfer to Non-MERS Status New Servicer: 9999999 Non-MERS Member Old Servicer: 1000115 CitiMortgage, Inc.
Foreclosure Status Update	02/10/2011	1000115 CitiMortgage, Inc. LUHRING, NANCY	MIN Status: Active (Registered) Foreclosure Status: Reinstated or modified (option 1), assigned back to MERS
Transfer Beneficial Rights - Option 1	12/07/2005	1000130 Fannie Mae Batch User ID	MIN Status: Active (Registered) New Investor: 1000130 Fannie Mae Old Investor: 1000115 CitiMortgage, Inc. Batch Number: 2946061 Transfer Date: 12/06/2005
Registration	11/21/2005	1000456 E*Trade Mortgage Batch	MIN Status: Active (Registered) Servicer: 1000115 CitiMortgage, Inc.

149

EXHIBIT B



Procedures Manual

Release 23.0

Effective Date: December 10, 2012

MERSCORP, INC.
RULES OF MEMBERSHIP

TABLE OF CONTENTS

RULE 1	MEMBERSHIP	Page 2
RULE 2	REGISTRATION ON THE MERS® SYSTEM	Page 8
RULE 3	OBLIGATIONS OF MERS	Page 15
RULE 4	RULE CHANGES	Page 18
RULE 5	FEES	Page 19
RULE 6	PROCEDURES	Page 22
RULE 7	DISCIPLINARY ACTIONS	Page 23
RULE 8	REQUIRED ASSIGNMENTS FOR FORECLOSURE & BANKRUPTCY	Page 25
RULE 9	USE AND OWNERSHIP OF INFORMATION	Page 28
RULE 10	INTERIM SECURITY INTERESTS	Page 31
RULE 11	SERVICES	Page 32
RULE 12	WARRANTIES	Page 33
RULE 13	INDEMNIFICATION	Page 37
RULE 14	NOTIFICATION TO MERS OF PENDING LAWSUITS	Page 39

recording office and the Member shall promptly register on the MERS® System the date on which such instrument was delivered. As soon as practicable, the Member shall register on the MERS® System the specific recordation information provided by the custodian of public records which evidences that Mortgage Electronic Registration Systems, Inc. is mortgagee of record with respect to such mortgage loan. Upon the Member's becoming aware of any discrepancy between the information shown on the MERS® System and the information in the public records, the Member shall promptly correct the information on the MERS® System.

(b) At or prior to the time a Member registers a mortgage loan on the MERS® System, such Member shall provide evidence reasonably satisfactory to MERS demonstrating that Mortgage Electronic Registration Systems, Inc. is, or as soon as practicable shall be, properly recorded as mortgagee of record in the appropriate public records with respect to such mortgage loan.

(c) Mortgage Electronic Registration Systems, Inc. shall not act as mortgagee of record for the purpose of procuring borrowers for the Member or making mortgage loans on behalf of the Member.

(d) Reference herein to "mortgage(s)" shall include deed(s) of trust, and any other form of security instrument under applicable state law. References herein to "mortgagee of record" shall include the named beneficiary under a deed of trust in those jurisdictions where deeds of trust are used to secure loans, and any similar status as used in connection with any other form of security instrument under applicable state law.

Deactivations

Overview

This chapter explains the processes for deactivating a loan on the MERS® System. Loans are deactivated if the debt no longer exists (e.g. at payoff), or if it is assigned out of MERS (e.g. when servicing or beneficial rights are sold to a non-Member).

A deactivation can be reversed if it was performed in error; see the *Deactivation Reversals* chapter.

If a loan that was deactivated because it was assigned out of MERS is later assigned back to MERS, it can be re-registered; see *Re-registration After Deactivation*.

Default by Servicer

Overview

The Default by Servicer deactivation transaction is performed by the Investor. This occurs when the Investor takes servicing and transfers it from the current Servicer because of reason of default and places the servicing with a non-Member Servicer.

Create Option 1 TOS (Default by Servicer) is performed by the agency investor. This occurs when the Investor takes servicing from the current Servicer because of reason of default and places the servicing with a different Member Servicer.

Impact

The Default by Servicer process affects the following types of organizations:

Although an involuntary transfer affects these parties, only the investor can initiate an involuntary transfer deactivation.

- Servicers
- Subservicers
- Investors
- Custodians
- Associated Members

Transfer to Non-MERS Status

Overview

A Transfer to Non-MERS Status deactivation is used to deactivate a loan when it is sold to a Servicer who is not a member of the MERS® System, when a loan where MERS is the mortgagee of record is assigned out of MERS, or when an iRegistration will no longer be tracked on the MERS® System.

For loans where MERS is the mortgagee of record, the Servicer must prepare and record an assignment from MERS to the new Servicer or Investor at its own expense.

This deactivation should also be used if the lien has been extinguished but you still intend to collect on the now unsecured note; because the lien has been extinguished, no assignment is recorded, but the loan must be deactivated on the MERS® System. Enter 9999999 for the New Servicer Org ID. An example of this might be a second lien extinguished as a result of a foreclosure completed on the first lien for that property.

Impact

This process affects the following types of organizations:

- Servicers
- Subservicers
- Investors
- Associated Members

Business Procedure—Transfer to Non-MERS Status

1. The Servicer or Subservicer processes a deactivation on the MERS® System by selecting the Transfer to Non-MERS Status option and entering the following information:
   - Current Servicer Org ID
   - New Servicer Org ID (9999999)
2. The Transfer to Non-MERS Status deactivation appears on the MIN-level milestones.
3. The Servicer or Subservicer prepares the assignment at its own expense.

Only the loan Servicer or Subservicer can enter a Transfer to Non-MERS Status deactivation. The Investor can initiate this transaction through instructions to MERSCORP Holdings Offices.

The Transfer to Non-MERS Status transaction must be processed on the MERS® System within five calendar days of the event that caused the deactivation.

Removing Warehouse/Gestation Lender Security Interests

Overview

The Warehouse Gestation Lender field can be cleared on the MERS® System when your organization no longer has an interest in the loan or is made whole.

Warehouse Gestation Lender interests are removed from the MERS® System in three ways:

- Indirectly when an Option 1 transfer of beneficial rights is completed
- Indirectly when a Transfer of Servicing rights is completed
- Directly by the Servicer or Subservicer

It is not necessary to have the Warehouse Gestation Lender interest removed for a beneficial rights transfer to occur. Completed Option 2 transfers with existing Warehouse Gestation Lender interests will appear on an exception report, which notes the coexisting beneficial interests.

If the Option 1 beneficial rights transfer is used, the Warehouse Gestation Lender interests are removed automatically. The Warehouse Gestation Lender reviews any wiring instructions provided to it by the originator as applicable and contacts the seller of the beneficial interests if there are problems.

Impact

The Removal of the Warehouse Gestation Lender security interests affects the following types of organizations:

- Interim funding organizations
- Investors
- Servicer
- Subservicers
- Associated Members

Business Procedure—TOB Option 1

The following business procedure is used for removing Warehouse Gestation Lender security interests using a TOB Option 1 transaction:

1. The Servicer registers the loan, identifying the Warehouse Gestation Lender entity as holder of a secured interest on the MERS® System.
2. The Servicer sells the loan to an Option 1 Investor (Fannie Mae for example) and includes the MIN in the loan delivery transmission.
3. The new Option 1 Investor creates a batch transaction that updates the MERS® System. The beneficial interest on the sold loan(s) is transferred to the investor, and the Warehouse Gestation Lender is automatically removed from the MIN
4. The removal of Warehouse Gestation Lender appears on the MIN-level milestones.
5. The Warehouse Gestation Lender organization receives a *MIN Milestone Report for Associated Members* and a *Change Notification Report*.
6. The Warehouse Gestation Lender reviews any wiring instructions provided to it by the lender as applicable and contacts the seller of the beneficial interests if there are problems.

Business Procedure—TOB Option 2

1. The Servicer registers the loan, identifying the Warehouse Gestation Lender at registration as holder of a secured interest on the MERS® System.
2. The Servicer then initiates an Option 2 transfer of beneficial rights on the MERS® System.
3. The Investor purchasing the beneficial rights confirms or rejects the transfer of beneficial rights.

4. The *Coexisting Security Interests Report* informs the Investor and Warehouse Gestation Lender of their mutual security interests.
5. The Warehouse Gestation Lender verifies that its advance on this loan has been repaid, usually because of the investor purchase.
6. The Warehouse Gestation Lender's interest is automatically removed by a Transfer of Servicing Rights, or removed by the Servicer or Subservicer if servicing is not transferred.
7. The removal of Warehouse Gestation Lender appears on the MIN-level milestones.
8. The Warehouse Gestation Lender receives the *MIN Milestone Report* and the *Change Notification Report.*

Reports

The following reports are generated during the removal of Warehouse Gestation Lender security interests process. For a detailed description of each report, see the *MERS® System Reports Handbook*:

* *Coexisting Security Interests Report*
* *MIN Milestone Report for Associated Members*
* *Change Notification Report.*

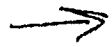


The Servicer reports the foreclosure activity on the MERS® System by first choosing one of the following Pending options

- Foreclosure pending (Option 1), assigned to Servicer. (Not recommended if MERS is the mortgagee of record for the loan as the Servicer must also prepare and record an assignment out of MERS in this case.
- Foreclosure pending (Option 2), MERS remains mortgagee
- Foreclosure Pending (Option 3), iRegistration.

Note: a Foreclosure Pending transaction also can be cascaded to the MERS® System from the MERS® eRegistry if a foreclosure pending status hasn't yet been reported on the MERS® System when the eNote is charged off. This transaction will appear as "Foreclosure Pending, Option 2 – eReg" on reports, milestones, and audit history.

The Servicer will reinstate a loan if the reasons for foreclosure are resolved. The following five options enable the Servicer to stop the pending foreclosure and reinstate the loan:



* Reinstated or modified (Option 1), assigned back to MERS
  The Servicer is also responsible for preparing and recording the assignment back to MERS in this case.
* Reinstated or modified (Option 1), not assigned back to MERS - Deactivate
* Reinstated or modified (Option 1), not assigned back to MERS- iRegistration
* Reinstated or modified (Option 2)
  (Must be used if pending Option 2)
  Loan reverts to active status.
* Reinstated or Modified (Option 3), iRegistration
  (Must be used if pending Option 3)

The option listed below enables the Servicer to complete the foreclosure:

* Foreclosure complete—loan deactivated on MERS
  If MERS is the mortgagee of record, the Servicer is also responsible for releasing MERS in the county land records in this case.

MERS ServicerID
www.mers-servicerid.org

Process Loans, Not Paperwork™

1 record matched your search:

MIN: 1000456-0000731695-5 Note Date: 10/07/2005 MIN Status: Inactive

Servicer: CitiMortgage, Inc. Phone: (800) 283-7918
O'Fallon, MO

If you are a borrower on this loan, you can click here to enter additional information and display the Investor name.

Return to Search

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org
Copyright© 2012 by MERSCORP Holdings, Inc.

Select borrower type and enter borrower information to see Investor for MIN 1000456-0000731695-5.

◉ Investor for Individual Borrower

Your entries may be either upper or lower case.
*Fields markedare required.
*Last Name: Field

*SSN: ___ - ___ - ___

☐ By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify *the results with their loan servicer.

Submit

○ Investor for Corporation/Non-Person Entity Borrower

Your entries may be either upper or lower case.
*Fields markedare required.
Corporation/Non-Person Entity Name:

*

*Taxpayer Identification Number:

☐ By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify *the results with their loan servicer.

Submit

Servicer: CitiMortgage, Inc. Phone: (800) 283-7918
O'Fallon, MO

Investor: Fannie Mae

Close Window

EXHIBIT C

Fannie Mae Announces the Results of its Seventh Reperforming Loan Sale Transaction

July 17, 2018

Alicia Jones

202-752-5716

WASHINGTON, DC – Fannie Mae (FNMA/OTC) today announced the results of its seventh reperforming loan sale transaction. The deal, which was announced on June 13, 2018, included the **sale of approximately 26,900 loans totaling $6.14 billion** in unpaid principal balance (UPB), divided into four pools. **The winning bidder of all four pools for the transaction, which is expected to close on September 21, 2018, is DLJ Mortgage Capital, Inc. (Credit Suisse).**

The pools were marketed with Citigroup Global Markets Inc. as advisor.

The loan pools awarded in this most recent transaction include:

- Group 1 Pool: 2,557 loans with an aggregate unpaid principal balance of $557,177,914; average loan size $217,903; weighted average effective rate 3.56%; weighted average broker's price opinion (BPO) loan-to-value ratio of 93%.
- Group 2 Pool: 6,231 loans with an aggregate unpaid principal balance of $930,510,767; average loan size $149,336; weighted average effective rate 4.23%; weighted average BPO loan-to-value ratio of 74%.
- **Group 3 Pool: 4,662 loans with an aggregate unpaid principal balance of $1,196,172,654; average loan size $256,579; weighted average effective rate 3.35%; weighted average BPO loan-to-value ratio of 90%.**
- Group 4 Pool: 13,492 loans with an aggregate unpaid principal balance of $3,459,664,033; average loan size $256,423; weighted average effective rate 3.33%; weighted average BPO loan-to-value ratio of 91%.

The cover bid, which is the second highest bid, was 86.13% of UPB (67.19% of BPO) for the total of the four pools which were purchased on an all-or-none basis.

Fannie Mae

Fact Sheet – Re-Performing Loan Sale FNMA 2018-RPL2

June 13, 2018

This fact sheet is intended to provide additional information about Fannie Mae's current sale of re-performing loans (RPL).

Re-Performing Loan Sales by Fannie Mae

- Announced via press release by Fannie Mae on October 11, 2016, available here.
- Fannie Mae Whole Loan Sales page for interested parties available here.

FNMA 2018-RPL2 Pool Characteristics

- Announced via press release by Fannie Mae on June 13, 2018, available here.
- Approximately 27,000 re-performing loans.
- Approximately $6.17 billion in unpaid principal balance (UPB).
- Offered in four pools: Pool 1 is approximately $559.6 million in UPB, Pool 2 is approximately $938.2 million in UPB, Pool 3 is approximately $1.2 billion in UPB and Pool 4 is approximately $3.5 billion in UPB.
- Pools are comprised by loans serviced by Mr. Cooper
- Marketed with Citigroup Global Markets, Inc. as advisor.

FNMA 2018-RPL2 Timeline

- June 13, 2018: Marketing begins
- June 15, 2018: Data room open for bidders
- July 10, 2018: Bids due
- July 11, 2018: Bid awarded
- Mid-September, 2018: Due diligence ends
- Mid-to Late September, 2018: Sale closes

NOTE: *This timeline is approximate and for planning purposes only. These guidelines are subject to change at any time and for any reason at the sole discretion of Fannie Mae.*

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Fannie Mae Announces Seventh Sale of Reperforming Loans

June 13, 2018

Alicia Jones

202-752-5716

WASHINGTON, DC – Fannie Mae (FNMA/OTC) today began marketing its seventh sale of reperforming loans as part of the company's ongoing effort to reduce the size of its retained mortgage portfolio.

The sale consists of approximately 27,000 loans, having an unpaid principal balance of approximately $6.17 billion, and is available for purchase by qualified bidders. Interested bidders can register here, at https://www.fanniemae.com/portal/funding-the-market/npl/index.html.

This sale of reperforming loans is being marketed in collaboration with Citigroup Global Markets, Inc. Bids are due on July 10, 2018.

Reperforming loans are mortgages that were previously delinquent, but are performing again because payments on the mortgages have become current with or without the use of a loan modification. The terms of Fannie Mae's reperforming loan sale require the buyer to offer loss mitigation options designed to be sustainable to any borrower who may re-default within five years following the closing of the reperforming loan sale. In addition, buyers must report on loss mitigation outcomes. Any reporting requirements cease once a loan has been current for twelve consecutive months after the closing of the reperforming loan sale.

Interested bidders can register for ongoing announcements, training, and other information at https://www.fanniemae.com/portal/funding-the-market/npl/index.html. Fannie Mae will also post information about specific pools available for purchase on that page.

Fannie Mae Announces Pilot Sale of Reperforming Loans

October 11, 2016

Alicia Jones

202-752-5716

WASHINGTON, DC – Fannie Mae (FNMA/OTC) today began marketing its first sale of reperforming loans as part of the company's ongoing effort to reduce the size of its retained mortgage portfolio.

The pool of approximately 3,600 loans, totaling $806 million in unpaid principal balance, is available for purchase by qualified bidders. This sale of reperforming loans is being marketed in collaboration with Citigroup Global Markets, Inc. Bids are due on November 1, 2016.

"We are pleased to offer this first sale of reperforming loans," said Bob Ives, vice president of retained portfolio asset management, Fannie Mae. "This sale will support our efforts to reduce the size of the company's balance sheet."

Reperforming loans are mortgages that were previously delinquent, but are performing again because payments on the mortgages have become current with or without the use of a loan modification plan. The terms of Fannie Mae's reperforming loan sale require the buyer to offer loss mitigation options designed to be sustainable, to any borrower who may re-default after the sale, and prohibit the buyer from "walking away" from any home that might become vacant.

Interested bidders can register for ongoing announcements, training, and other information at https://www.fanniemae.com/portal/funding-the-market/npl/index.html. Fannie Mae will also post information about specific pools available for purchase on that page.

EXHIBIT D

Form ABS-15G Credit Suisse First Boston Mortgage Securities Corp

Asset-backed securitizer report pursuant to Section 15G, item 2.01

SEC.report (https://sec.report/)

/ CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP (/CIK/0000802106)

/ Form ABS-15G (/Document/0001387131-20-004624/) / (Depositor)

Published: 2020-05-11 17:29:48 (2020-05-11T17:29:48-0400)
Submitted: 2020-05-11
Filing Agent: Quality EDGAR Solutions, LLC (/CIK/0001387131)
Period Ending In: 2020-05-11

About Form ABS-15G (/Form/ABS-15G)

ABS-15G 1 csfbmac-abs15g_050820.htm ASSET-BACKED SECURITIES

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM ABS-15G

ASSET-BACKED SECURITIZER
REPORT PURSUANT TO SECTION 15G OF
THE SECURITIES EXCHANGE ACT OF 1934

CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP.

Check the appropriate box to indicate the filing obligation which this form is intended to satisfy:

☐ Rule 15Ga-1 under the Exchange Act (17 CFR 240.15Ga-1) for the reporting period_____ to _____

Date of Report (Date of earliest event reported) _____

Commission File Number of securitizer: _____

Central Index Key Number of securitizer:_____

Name and telephone number, including area code, of the person to contact in connection with this filing

Indicate by check mark whether the securitizer has no activity to report for the initial period pursuant to Rule 15Ga-1(c)(1) ☐

Indicate by check mark whether the securitizer has no activity to report for the quarterly period pursuant to Rule 15Ga-1(c)(2)(i) ☐

Indicate by check mark whether the securitizer has no activity to report for the annual period pursuant to Rule 15Ga-1(c)(2)(ii) ☐

☒ Rule 15Ga-2 under the Exchange Act (17 CPR 240.15Ga-2)

Central Index Key Number of depositor: 0000802106

CSMC 2018-RPL6 Trust
(Exact name of issuing entity as specified in its charter)

Central Index Key Number of issuing entity (if applicable): _____

Central Index Key Number of underwriter (if applicable): _____

Bruce Kaiserman, Vice President, (212) 538-1962
Name and telephone number, including area code, of the person to contact in connection with this filing

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the reporting entity has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP.

By:	/s/ Bruce Kaiserman
Name:	Bruce Kaiserman
Title:	Vice President

Date: May 11, 2020

EXHIBIT INDEX

99.1 (ex99-1.htm)	AMC Diligence, LLC ("AMC") Due Diligence Executive Summary
99.2 (ex99-2.htm)	AMC Servicing Comment Review
99.3(a) (ex99-3a.htm)	AMC Exception Standard Report
99.3(b) (ex99-3b.htm)	AMC Exception Standard Report
99.4 (ex99-4.htm)	AMC Exception Loan Level Report
99.5 (ex99-5.htm)	AMC Rating Agency Grades
99.14(a) (ex99-14a.htm)	AMC Modification Only Extract
99.14(b) (ex99-14b.htm)	AMC Modification Only Extract
99.15 (ex99-15.htm)	AMC Servicing Pay History Limited

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SEC CFR Title 17 of the Code of Federal Regulations. (https://ecfr.io/Title-17/)

EX-99.1 2 ex99-1.htm AMC DILIGENCE, LLC (AMC) DUE DILIGENCE EXECUTIVE SUMMARY
CSMC 2018-RPL6

Exhibit 99.1

EXECUTIVE SUMMARY

DESCRIPTION OF SERVICES

(1) Type of assets that were reviewed.

AMC Diligence, LLC ("AMC") performed the due diligence services described below (the "Review") on residential mortgage loans acquired by DLJ Mortgage Capital, Inc. (the "Client"). These mortgage loans, which were originated by multiple parties, were purchased by the Client in multiple bulk transactions or via Reliance Letter and were reviewed by AMC on behalf of such party. The Review was conducted on loans with origination dates from October 1989 through May 2016 via files imaged and provided by the Client or its designee for review.

(2) Sample size of the assets reviewed.

The Review was conducted on the portion of the securitization mortgage loan population reviewed by AMC. The Client may have utilized multiple third-party review ("TPR") firms for the securitization and AMC may or may not have reviewed all of the mortgage loans in the securitization loan population for a specific scope of review. During the course of the selection of the final securitization population mortgage loans may have been eliminated from the originally envisioned securitization population for reasons that are unknown to AMC. Within the final securitization mortgage loan population, the Review sample was broken down into the following review scopes:

- "Compliance Review": 20,125 mortgage loans
- "Collection Comment Review": 20,125 mortgage loans
- "Payment History Review": 20,125 mortgage loans
- "Tax and Title Review": 20,125 mortgage loans

(3) Determination of the sample size and computation.

The sample size of the Review was conducted consistent with the criteria for the NRSRO(s) identified in Item 3 of the Form ABS Due Diligence-15E.

(4) Quality or integrity of information or data about the assets: review and methodology.

Not applicable.

(5) Origination of the assets and conformity to stated underwriting or credit extension guidelines, standards, criteria or other requirements: review and methodology.

Not applicable.

(6) Value of collateral securing the assets: review and methodology.

Not applicable.

(7) Compliance of the originator of the assets with federal, state and local laws and regulations: review and methodology.

Please be advised that AMC did not make a determination as to whether the mortgage loans complied with federal, state or local laws, constitutional provisions, regulations or ordinances that are not expressly enumerated below. There can be no assurance that the Review uncovered all relevant factors relating to the origination of the mortgage loans, their compliance with applicable law and regulations and the original appraisals relating to the mortgaged properties or uncovered all relevant factors that could affect the future performance of the mortgage loans. Furthermore, the findings reached by AMC are dependent upon its receiving complete and accurate data regarding the mortgage loans from mortgage loan originators and other third parties upon which AMC is relying in reaching such findings.

BK 3722 Pg 1349
FILE NUM 2018067339
12/18/2018 02:34:33 PM
RCPT# 915366
RECORDING FEES 6.00

When Recorded Return To:
Fannie Mae
C/O Nationwide Title Clearing, Inc.
2100 Alt. 19 North
Palm Harbor, FL 34683

CS Loan Number 0630945582
FNMA Loan Number 1700119966
NTC Loan ID 403295451

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **NATIONSTAR MORTGAGE LLC, WHOSE ADDRESS IS 5950 CYPRESS WATERS BLVD., COPPELL, TX 75019, (ASSIGNOR),** by these presents does convey, grant, assign, transfer and set over the described Mortgage together with all interest secured thereby, all liens, and any rights due or to become due thereon to **WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS OWNER TRUSTEE ON BEHALF OF CSMC 2018-RPL6 TRUST, WHOSE ADDRESS IS 500 DELAWARE AVENUE, 11TH FLOOR, ATTENTION: CSMC 2018-RPL6, WILMINGTON, DE 19801, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).**

Said Mortgage dated 10/07/2005, made by **REX A FIELD AND TRACY L FIELD** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR E*TRADE MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS** and recorded 10/13/2005 in the Recorder or Registrar of Deeds of **BEAUFORT** County, South Carolina in Book 02249 and Page 2164.

Modification: 03/10/2015 BK: 3384, PG: 1007.

Dated this 18th day of December in the year 2018
NATIONSTAR MORTGAGE LLC

Patrick McCabe
PATRICK MCCABE
VICE PRESIDENT LOAN DOCUMENTATION

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

Chelsea Lemos
CHELSEA LEMOS
WITNESS

TFL
TIFFANY FLOYD
WITNESS

STATE OF FLORIDA
COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me on this 18th day of December in the year 2018, by Patrick McCabe as Vice President of Loan Documentation of NATIONSTAR MORTGAGE LLC, who, as such Vice President of Loan Documentation being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

Ashley Morrell
ASHLEY MORRELL
COMM EXPIRES: 04/29/2022

ASHLEY MORRELL
Notary Public - State of Florida
Commission # GG 212021
My Comm. Expires Apr 29, 2022
Bonded through National Notary Assn.

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
Recording Requested By: Fannie Mae, C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North, Palm Harbor, FL 34683

FNMA1 403295451 2018-RPL2-PL3-SALE DOCR T11812-05:00:32 [C-1] EFRMSC1

D00344018 21

EXHIBIT F

Department of State: Division of Corporations

Allowable Characters

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	7063628	Incorporation Date / Formation Date:	8/18/2018 (mm/dd/yyyy)
Entity Name:	CSMC 2018-RPL6 TRUST		
Entity Kind:	Statutory Trust	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

REGISTERED AGENT INFORMATION

Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Address:	500 DELAWARE AVENUE, 11TH FLOOR		
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19801
Phone:			

Additional information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of $20.00.
Would you like ○ Status ○ Status,Tax & History Information

Submit

View Search Results New Entity Search

For help on a particular field click on the Field Tag to take you to the help area.

EXHIBIT G

THE FOLLOWING DOCUMENT INCLUDES BOTH THE COMPOSITE COPY OF THE TRUST INDENTURE AS SUPPLEMENTED AND AMENDED BY THE FIRST THROUGH EIGHTH SUPPLEMENTAL INDENTURES, AND THE NINTH SUPPLEMENTAL INDENTURE.

FEDERAL NATIONAL MORTGAGE ASSOCIATION
("FNMA")

Issuer and Trustee

TRUST INDENTURE

for

GUARANTEED MORTGAGE
PASS-THROUGH CERTIFICATES
evidencing undivided beneficial interests in

POOLS OF FIXED RATE RESIDENTIAL MORTGAGE LOANS

[Authorized by Title III of the National Housing Act,
12 U.S.C. 1719(d)]

THIS DOCUMENT IS A COMPOSITE COPY OF THE TRUST INDENTURE AS SUPPLEMENTED AND AMENDED BY THE FIRST SUPPLEMENTAL INDENTURE, THE SECOND SUPPLEMENTAL INDENTURE, THE THIRD SUPPLEMENTAL INDENTURE, THE FOURTH SUPPLEMENTAL INDENTURE, THE FIFTH SUPPLEMENTAL INDENTURE, THE SIXTH SUPPLEMENTAL INDENTURE, THE SEVENTH SUPPLEMENTAL INDENTURE, AND THE EIGHTH SUPPLEMENTAL INDENTURE DATED AS OF FEBRUARY 15, 1982, OCTOBER 1, 1982, AUGUST 1, 1983, MAY 1, 1984, JULY 1, 1984, MAY 1, 1985, AUGUST 1, 1986, AND JANUARY 1, 1987, RESPECTIVELY. SEE THE EXPLANATORY STATEMENT FOR DETAILS. EXECUTED COPIES OF THE ORIGINAL INDENTURE AND EACH OF THE SUPPLEMENTAL INDENTURES ARE AVAILABLE FOR INSPECTION AT THE OFFICES OF FNMA.

EXPLANATORY STATEMENT

The Trust Indenture dated as of November 1, 1981 has been amended by a First Supplemental Indenture dated as of February 15, 1982, a Second Supplemental Indenture dated as of October 1, 1982, a Third Supplemental Indenture dated as of August 1, 1983, a Fourth Supplemental Indenture dated as of May 1, 1984, a Fifth Supplemental Indenture dated as of July 1, 1984, a Sixth Supplemental Indenture dated as of May 1, 1985, a Seventh Supplemental Indenture dated as of August 1, 1986, and an Eighth Supplemental Indenture dated as of January 1, 1987.

This Composite Copy of the Trust Indenture consolidates all of the substantive provisions included in the Trust Indenture as supplemented and amended through the Eighth Supplemental Indenture. It has not been executed in this form.

TABLE OF CONTENTS

ARTICLE I

DEFINED TERMS

	Page
Accounting Records	2
Aggregate Scheduled Principal	2
Authorized Officer	2
Book-Entry Certificate	2
Business Day	2
Certificate	2
Certificateholder or Holder	2
Certificate Principal Balance	3
Certificate Register and Certificate Registrar	3
Charter Act	3
Curtailment	3
Custodial Agreement	3

	Page
Definitive Certificate	3
Distribution Date	3
Due Period	3
Event of Default	3
FHA	4
FHA/VA Mortgage Loan	4
FNMA	4
Fractional Undivided Interest	4
Fully Prepaid Mortgage Loan	4
GEM	4
Issue Date	4
Issue Date Principal Balance	5
Issue Supplement	5
Mortgage	5
Mortgage Interest Rate	5
Mortgage Loan	5
Mortgage Loan Schedule	5
Mortgage Note	5
Mortgaged Property	5
Mortgagor	5
Officer's Certificate	5
Opinion of Counsel	6
Outstanding Mortgage Loan	6
Participation Certificate	6
Pass-Through Rate	6
Paying Agent	6
Person	6
Pool	6
Pool Principal Balance	6
Pool Proceeds	6
Prospectus	7
Record Date	7
Replaced Defective Mortgage Loan	7
Reserve Bank	7

Page

Servicing Contract 7
Stated Principal Balance 7
Sub-Servicer 7
Substitute Mortgage Loan 7
Supplemental Indenture 7
Trustee 7
Trust Fund 7
Trust Indenture 8
VA 8
Withdrawable Mortgage Loan 8

ARTICLE II

APPLICABLE DOCUMENTATION

Section Page

2.01 Issue Supplement 8
2.02 Certificates 9
2.03 Issue Supplement and Trust Indenture 9
2.04 Authorized Officers 10
2.05 Delivery of Instruments 10

ARTICLE III

DECLARATION OF TRUST

3.01 Declaration 10
3.02 Notice 10

ARTICLE IV

MORTGAGE LOANS

4.01 Conveyance of Mortgage Loans 10
4.02 Representations and Warranties 11

ARTICLE V

Servicing of Mortgage Loans

Section		Page
5.01	General	14
5.02	Transfers of Mortgaged Property	16
5.03	Optional Withdrawal of Delinquent Mortgage Loans, Mortgaged Property or Withdrawable Mortgage Loans; Substitution or Repurchase of Defective Mortgage Loans	16
5.04	Accounting Records	17
5.05	Maintenance of Hazard Insurance and Flood Insurance	18
5.06	Servicing Compensation; Payment of Certain Expenses by FNMA	18
5.07	Annual Statement as to Compliance	18

ARTICLE VI

Distributions to Certificateholders

6.01	Distributions	19
6.02	Statements to Certificateholders	19

ARTICLE VII

The Certificates

7.01	The Certificates	20
7.02	Registration of Transfer and Exchange of Definitive Certificates	20
7.03	Mutilated, Destroyed, Lost or Stolen Definitive Certificates	21
7.04	Persons Deemed Owners	22
7.05	Appointment of Paying Agent	22
7.06	Book-Entry Certificates	22
7.07	FNMA as Certificateholder	23
7.08	Maintenance of Office or Agency	23

ARTICLE VIII

Limitation of Liability

Section		Page
8.01	General Limitation	23
8.02	Measure of Liability	23

ARTICLE IX

FNMA

9.01	Resignation	24
9.02	Merger or Consolidation	25
9.03	Succession Upon Default	25

ARTICLE X

Termination

10.01	Termination Upon Repurchase by FNMA or Liquidation of All Mortgage Loans	27

ARTICLE XI

Supplemental Indentures

11.01	Permissible Without Action by Certificateholders	29
11.02	Waivers and Supplemental Indentures with Consent of Holders	30

ARTICLE XII

Miscellaneous

12.01	Certificateholders	30
12.02	Access to List of Certificateholders	31
12.03	Reserve Banks as Agent	32
12.04	Governing Law	32
12.05	Demands, Notices, Communications	32
12.06	Recordation	32
12.07	Severability of Provisions	33

Exhibit A—Form of Definitive Certificate	A-1
Exhibit B—Issue Supplement to Trust Indenture	B-1
Exhibit C—Custodial Agreement	C-1

FEDERAL NATIONAL MORTGAGE ASSOCIATION

GUARANTEED MORTGAGE PASS-THROUGH SECURITIES PROGRAM

(Fixed Rate Residential Mortgage Loans)

TRUST INDENTURE

THIS TRUST INDENTURE made, executed and published this first day of November, 1981, at Washington, D.C., by the Federal National Mortgage Association (herein called "FNMA"), a body corporate organized and existing under the laws of the United States, in its corporate capacity and in its capacity as trustee;

WITNESSETH:

WHEREAS, FNMA has purchased and intends to purchase fixed rate residential mortgage loans and intends:

To assemble groups of such mortgage loans into separate pools bearing distinctive identification;

To set aside and hold the mortgage loans comprising each such pool in trust and service such mortgage loans;

To issue, sell and administer guaranteed mortgage pass-through certificates evidencing undivided beneficial interests in the mortgage loans comprising each separate, identified pool; and

To issue, sell and administer to the extent set forth in the related issue supplement guaranteed stripped mortgage-backed securities evidencing specified rights to distributions with respect to the mortgage loans comprising certain specified identified pools.

NOW, THEREFORE, the parties to this Trust Indenture, in the several capacities hereinabove set forth, do hereby declare and establish this Trust Indenture and do hereby undertake and otherwise agree as follows:

ARTICLE I

Defined Terms

Whenever used in this Trust Indenture, the following words and phrases shall have the following meanings:

Accounting Records: As to any particular issue of Certificates, the documentation necessary to account for the activity on the pooled Mortgage Loans.

Aggregate Scheduled Principal: With respect to any particular Pool and Distribution Date, the aggregate principal due on all Outstanding Mortgage Loans during the Due Period including, for this purpose, principal which would have been due during the Due Period in accordance with an amortization schedule but which has been deferred pursuant to an extension granted to the Mortgagor or otherwise.

Authorized Officer: The Chairman of the Board, the President or any Executive Vice President, Senior Vice President or Vice President of FNMA.

Book-Entry Certificate: A Guaranteed Mortgage Pass-Through Certificate representing a Fractional Undivided Interest in a Pool formed on or after May 1, 1985, which is issued in book-entry form and is maintained in the name of a record owner as an entry on the books of a Reserve Bank.

Business Day: Any day other than (i) a Saturday or a Sunday, or (ii) a day on which the Federal Reserve Bank of New York authorizes banking institutions in the Second Federal Reserve District to be closed.

Certificate: Any Definitive Certificate executed by FNMA and authenticated by the Certificate Registrar in substantially the form of Exhibit A annexed hereto or any Book-Entry Certificate.

Certificateholder or Holder: As to any Definitive Certificate, the person in whose name such Definitive Certificate is registered in the Certificate Register, except that, solely for the purposes of giving any consent pursuant to this Trust Indenture or any Issue Supplement, any Definitive Certificate registered in the name of FNMA, any Sub-Servicer of the related Pool or any affiliate of any such Sub-Servicer shall be deemed not to be outstanding and the Fractional Undivided Interest evidenced thereby shall not be taken into account in determining whether the requisite percentage of Fractional Undivided Interests necessary to effect any such consent has been obtained; provided, however, that any such Definitive Certificate or portion thereof

shall not be so disregarded if (i) FNMA or any such Sub-Servicer or affiliate is not the beneficial owner of such Definitive Certificate or portion thereof and (ii) such Definitive Certificate, or the applicable portion thereof, is voted in accordance with written instructions provided to the Holder thereof by some or all of the Persons owning such beneficial interests (if less than all of such Persons shall furnish such written instructions then such portion of such Definitive Certificate as to which instructions shall not have been furnished shall be deemed not to be outstanding for purposes of such vote). As to any Book-Entry Certificate, the record owner on the appropriate Reserve Bank's books.

Certificate Principal Balance: The portion of the Pool Principal Balance evidenced by a particular Certificate.

Certificate Register and Certificate Registrar: The register maintained and the registrar appointed pursuant to Section 7.02.

Charter Act: The Federal National Mortgage Association Charter Act (12 U.S.C. §1716 *et seq.*), as amended and in effect from time to time.

Curtailment: Any unscheduled partial payment or other recovery of principal on a Mortgage Loan (including, for this purpose, the difference between the Stated Principal Balance of any Replaced Defective Mortgage Loan and the Issue Date Principal Balance of any related Substitute Mortgage Loan) which is not accompanied by an amount representing scheduled interest due after the month of payment.

Custodial Agreement: An agreement substantially in the form attached hereto as Exhibit C pursuant to which Mortgage Notes and related documents specified in such agreement are deposited with an eligible custodian.

Definitive Certificate: Any Certificate which is not a Book-Entry Certificate.

Distribution Date: The 25th day of any month, beginning as to any particular Pool with the 25th day of the month following the month of the Issue Date, or, if such 25th day is not a Business Day, the Business Day immediately following.

Due Period: As to any Distribution Date, the period beginning on the second day of the month next preceding the month of such Distribution Date and ending on the first day of the month of such Distribution Date.

Event of Default: An event as described in Section 9.03.

FHA: Federal Housing Administration, an agency of the U.S. government.

FHA/VA Mortgage Loan: A Mortgage Loan that is insured by the FHA or guaranteed by the VA.

FNMA: Federal National Mortgage Association, a body corporate organized and existing under the laws of the United States, or its successor in interest or any successor appointed as herein provided. Unless the context requires otherwise, the term "FNMA" shall be deemed to refer to the Federal National Mortgage Association acting in its corporate capacity and not in its capacity as Trustee hereunder.

Fractional Undivided Interest: The fractional undivided interest in the related Trust Fund that is evidenced by a Certificate, such fractional undivided interest being equal (i) in the case of a Definitive Certificate, to the initial Certificate Principal Balance set forth on the face of such Certificate, divided by the Pool Principal Balance on the Issue Date and (ii) in the case of a Book-Entry Certificate, to the fractional undivided interest in the underlying Pool entered in the name of the Holder in, or derived from, the records of the appropriate Reserve Bank.

Fully Prepaid Mortgage Loan: Any Mortgage Loan (i) respecting which payment of the entire principal balance is made prior to the final maturity of such Mortgage Loan, (ii) respecting which cash is received in connection with the liquidation of such Mortgage Loan, whether through insurance or guaranty proceeds, condemnation awards, proceeds of any sale of the Mortgaged Property or otherwise (and whether or not such cash is equal to the unpaid principal amount thereof and all interest accrued thereon) in an amount determined by FNMA in its reasonable judgment to be the full amount finally recoverable on account of such Mortgage Loan, or (iii) which is deemed to be a Fully Prepaid Mortgage Loan pursuant to Section 4.02 or 5.03.

GEM: A Mortgage Loan which provides by its terms for periodic increases in the amount of each monthly payment of principal and interest, each such increase being applied toward the reduction of the unpaid principal balance of such Mortgage Loan.

Issue Date: As to any particular Pool, the first day of the month in which Certificates evidencing Fractional Undivided Interests in the related Trust Fund are issued.

Issue Date Principal Balance: The principal balance of a Mortgage Loan as reflected in the Mortgage Loan Schedule (or, in the case of any Substitute Mortgage Loan, the principal balance on the first day of the month of substitution after the application of all principal installments due on or prior to such first day of the month).

Issue Supplement: An instrument published by FNMA pursuant to Section 2.01 which supplements this Trust Indenture and identifies and establishes a particular Pool and a particular issue of Certificates related to such Pool.

Mortgage: The mortgage, deed of trust or other instrument creating a first lien on the real property securing a Mortgage Note.

Mortgage Interest Rate: The annual interest rate required to be paid by a Mortgagor under the terms of the related Mortgage Note.

Mortgage Loan: Each of the mortgage loans identified in the Mortgage Loan Schedule attached to an Issue Supplement as from time to time is held as a part of the related Trust Fund, together with any Substitute Mortgage Loan; however, in the case of Pools comprised of Participation Certificate(s), the term "Mortgage Loan" means the beneficial interest in each mortgage loan represented thereby, as specified in the Mortgage Loan Schedule, (i) for purposes of the following definitions: "Aggregate Scheduled Principal," "Curtailment," "Issue Date Principal Balance," "Pool," "Pool Principal Balance," "Pool Proceeds," "Replaced Defective Mortgage Loan," "Stated Principal Balance" and "Substitute Mortgage Loan" and (ii) otherwise as the context requires in order to effectuate the purposes of this Trust Indenture.

Mortgage Loan Schedule: The schedule of Mortgage Loans attached to each Issue Supplement pursuant to Section 2.01.

Mortgage Note: The note or other evidence of indebtedness evidencing the indebtedness of a Mortgagor under a Mortgage Loan.

Mortgaged Property: The real property and all improvements thereon and appurtenant thereto which secure a Mortgage Loan.

Mortgagor: The obligor on a Mortgage Note.

Officer's Certificate: A certificate signed by the Chairman of the Board, the President or any Executive Vice President, Senior Vice President or Vice President of FNMA.

Opinion of Counsel: A written opinion of counsel, who may be counsel for FNMA.

Outstanding Mortgage Loan: As to any Distribution Date, any Mortgage Loan (including a Mortgage Loan which has been foreclosed or comparably converted) which is not (i) a Fully Prepaid Mortgage Loan respecting which the final distribution to Certificateholders has been made prior to, or will be made on, such Distribution Date or (ii) a Replaced Defective Mortgage Loan.

Participation Certificate: A certificate issued by a Sub-Servicer evidencing a specified beneficial interest in the mortgage loans described therein.

Pass-Through Rate: An annual rate of interest equal, as to any particular issue of Certificates, to the rate per annum specified in the related Issue Supplement.

Paying Agent: Any paying agent appointed by FNMA pursuant to Section 7.05.

Person: Any legal person, including any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Pool: All of the Mortgage Loans held as part of a particular Trust Fund.

Pool Principal Balance: The aggregate Stated Principal Balances of the Mortgage Loans.

Pool Proceeds: As to a particular Pool, all payments and other recoveries received on account of the Mortgage Loans in such Pool, including, without limitation, any insurance or guaranty proceeds, other than (i) any payments due on or before the Issue Date for such Pool or, in the case of any Substitute Mortgage Loan, due on or before the first day of the month of the related substitution, (ii) that portion of each payment of interest on a particular Mortgage Loan which, when deducted, will make the remaining portion of such payment equal to interest at the Pass-Through Rate on the principal balance of such Mortgage Loan outstanding over the period respecting which such interest payment was paid and (iii) any amount received upon the final payment or other liquidation of a Mortgage Loan which is in excess of the Stated Principal Balance of such Mortgage

Loan together with interest on such Stated Principal Balance at the Pass-Through Rate to the first day of the month following such final payment or liquidation.

Prospectus: The general form of prospectus in use at the time of the offering of an issue of Certificates, together with the final supplement thereto applicable specifically to such issue.

Record Date: The last day of the month immediately preceding the month of the related Distribution Date.

Replaced Defective Mortgage Loan: Any Mortgage Loan which is withdrawn from the related Pool and is replaced by a Substitute Mortgage Loan pursuant to Section 4.02 or Section 5.03.

Reserve Bank: Any Federal Reserve Bank, including its branches.

Servicing Contract: The agreement between FNMA and any Sub-Servicer relating to the direct servicing by such Sub-Servicer of Mortgage Loans for a particular Pool.

Stated Principal Balance: At the time of any determination, the Issue Date Principal Balance of a Mortgage Loan reduced by all amounts distributed to Certificateholders in respect of principal of such Mortgage Loan.

Sub-Servicer: Any Person which shall at the time be directly servicing any Mortgage Loans pursuant to a Servicing Contract.

Substitute Mortgage Loan: Any Mortgage Loan which is substituted for a Replaced Defective Mortgage Loan pursuant to Section 4.02 or Section 5.03.

Supplemental Indenture: Any supplemental indenture entered into pursuant to Article XI.

Trustee: Federal National Mortgage Association, in its capacity as trustee hereunder, or its successor in interest in such capacity, or any successor trustee appointed as herein provided.

Trust Fund: As to any particular issue of Certificates, the corpus of the trust created by this Trust Indenture and the Issue Supplement applicable thereto, consisting of (a) the related Pool, (b) such Pool Proceeds as from time to time may be considered to be held by FNMA for Certificateholders pursuant to Section 5.04, (c) any Mortgaged Property or interest in any Mortgaged Property represented by a Participation Certificate which has been acquired by foreclosure or deed in lieu of foreclosure and which has

not been withdrawn from the Trust Fund, and (d) the interest of the Certificateholders in the obligation of FNMA to supplement Pool Proceeds to the extent necessary to make distributions in the amounts required by the form of Certificate hereinafter set forth.

Trust Indenture: This Trust Indenture, dated November 1, 1981, by and between FNMA, in its corporate capacity, and FNMA, in its capacity as Trustee, as the same is originally executed, or as modified, amended or supplemented in accordance with the applicable provisions hereof.

VA: Veterans Administration, an agency of the U.S. government.

Withdrawable Mortgage Loan: Any Mortgage Loan respecting which the underlying Mortgaged Property is transferred, or proposed to be transferred, under circumstances in which FNMA is legally permitted or reasonably believes that it is legally permitted to accelerate the maturity of such Mortgage Loan pursuant to the terms of any "due-on-sale" clause contained therein.

ARTICLE II

Applicable Documentation

Section 2.01. Issue Supplement. An Issue Supplement establishing a Pool and creating the Certificates evidencing Fractional Undivided Interests therein (or separate classes of guaranteed stripped mortgage-backed securities which, together, evidence a Fractional Undivided Interest in a Pool) shall be substantially in the form annexed hereto as Exhibit B (with such changes thereto as FNMA in its sole discretion shall determine) and shall be executed by FNMA, in its corporate capacity, and by FNMA, acting in its capacity as Trustee, and filed pursuant to Section 3.02 in the office of the Corporate Secretary of FNMA at the time of the issuance of Certificates related to such Pool. Each Issue Supplement shall be executed on behalf of FNMA in its corporate capacity and in its capacity as Trustee by an Authorized Officer, under its seal affixed by impression, printing or rubber stamp duly attested by the Corporate Secretary or an Assistant Corporate Secretary. Any attestation of the Corporate Secretary or an Assistant Corporate Secretary may be by manual or facsimile signature.

Each Issue Supplement shall identify and relate to a particular Pool and a particular issue of Certificates evidencing Fractional Undivided Interests in such Pool, and shall have attached thereto a Mortgage Loan Schedule dated

as of the date thereof. Such Mortgage Loan Schedule shall list all Mortgage Loans comprising the Pool and shall show as to each Mortgage Loan: (a) the address of the Mortgaged Property, (b) the first payment date and original term, (c) the original principal amount, (d) the Issue Date Principal Balance, (e) the Mortgage Interest Rate, (f) whether such Mortgage Loan is insured by the FHA or guaranteed by the VA, (g) whether such Mortgage Loan is a GEM and, if so, the dates when adjustments are effective and the percentage amount thereof, and (h) any other information as shall be appropriate for a particular Pool.

In the event that an Issue Supplement establishing a Pool creates separate classes of guaranteed stripped mortgage-backed securities which, together, evidence Fractional Undivided Interests therein, all references herein to Certificates, Certificateholders and/or the Fractional Undivided Interest in the Trust Fund evidenced thereby shall, as the context requires, be deemed to refer to such guaranteed stripped mortgage-backed securities, the Holders thereof and/or the Fractional Undivided Interest which they collectively represent.

Section 2.02. Certificates. Each Definitive Certificate shall be in substantially the form attached hereto as Exhibit A and shall be executed on behalf of FNMA in its corporate capacity and in its capacity as Trustee by manual or facsimile signature of an Authorized Officer under its seal imprinted thereon, duly attested by the Corporate Secretary or an Assistant Corporate Secretary. Each Definitive Certificate may contain such material modifications or variations from such form as shall be specified in the applicable Issue Supplement.

Section 2.03. Issue Supplement and Trust Indenture. With respect to each Pool established by an Issue Supplement and the related Certificates, the collective terms of this Trust Indenture and such Issue Supplement shall govern the servicing of Mortgage Loans comprising such Pool, the issuance and administration of all Certificates related to such Pool, and all matters related thereto, and shall have no applicability to any other Pool or Certificates. As applied to each Pool established by an Issue Supplement, and the related Certificates, the collective terms of such instruments shall constitute an agreement relating exclusively to such Pool and Certificates, to like effect as if the collective terms of all such instruments were set forth in a separate instrument, duly executed and delivered by FNMA in its corporate capacity and in its capacity as Trustee.

Section 2.04. Authorized Officers. The manual or facsimile signature of any individual appearing on an Issue Supplement or Definitive Certificate, designated as the signature of an Authorized Officer of FNMA, shall constitute conclusive evidence that such individual is, in fact, authorized by FNMA to execute such Issue Supplement or Definitive Certificate on behalf of FNMA in its corporate capacity and in its capacity as Trustee, notwithstanding that such authorization may have lapsed prior to the effective date of such Issue Supplement or Definitive Certificate, or delivery thereof.

Section 2.05. Delivery of Instruments. FNMA shall furnish to each Certificateholder, upon request, copies of this Trust Indenture and the Issue Supplement, without attachments, applicable to the Certificate or Certificates held by such Holder.

ARTICLE III

Declaration of Trust

Section 3.01. Declaration. By the act of issuing a Certificate hereunder, FNMA shall be deemed to have declared that (a) FNMA, acting in its capacity as Trustee, is holding all of the related Trust Fund (including the Mortgage Loans, or a Participation Certificate(s) evidencing specified beneficial interests therein, comprising the related Pool) in trust for the exclusive benefit of the Holders of all Certificates evidencing Fractional Undivided Interests in such Trust Fund, and (b) FNMA will issue the Certificates, will service all such Mortgage Loans and will administer all such Certificates in accordance with the terms of this Trust Indenture and the applicable Issue Supplement.

Section 3.02. Notice. An original counterpart of this Trust Indenture is filed, and an original counterpart of each Issue Supplement, along with a microfiche copy of the applicable Mortgage Loan Schedule, shall be filed, in the office of the Corporate Secretary of FNMA, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016, and shall be available for inspection by any Holder of a Certificate in the related Pool upon request and during normal business hours.

ARTICLE IV

Mortgage Loans

Section 4.01. Conveyance of Mortgage Loans. Concurrently with the execution and delivery of an Issue Supplement, FNMA shall transfer, assign,

set over and otherwise convey to the Trustee, on behalf of Holders of Certificates evidencing Fractional Undivided Interests therein, all of FNMA's right, title and interest in and to the Mortgage Loans identified in the attached Mortgage Loan Schedule, including all payments of principal and interest thereon received after the respective date or dates on which the Issue Date Principal Balance was determined (other than payments permitted to be retained by FNMA by the terms hereof, including payments of principal and interest due on or before the Issue Date).

In connection with any such transfer (other than pursuant to a Participation Certificate) of a Mortgage Loan evidenced by a Mortgage Note not held by FNMA, FNMA shall cause to be delivered to a custodian under a Custodial Agreement the related Mortgage Note endorsed in blank by the seller thereof, together with such other related documents as shall be specified in the Custodial Agreement. In the case of Mortgage Loans evidenced by a Participation Certificate, FNMA shall denote on the face of such Participation Certificate that it has been assigned to the Trustee for the exclusive benefit of Holders of Certificates evidencing Fractional Undivided Interests in the related Trust Fund.

In the event that FNMA shall discover subsequent to the transfer and assignment of a Mortgage Loan to the Trustee that the actual principal balance of such Mortgage Loan at the date such Mortgage Loan's principal balance was calculated was different from such Mortgage Loan's Issue Date Principal Balance as specified in the Mortgage Loan Schedule, FNMA may make such adjustments as shall be necessary to bring such actual balance and stated principal balance into agreement.

Section 4.02. Representations and Warranties. In connection with any such transfer and assignment of Mortgage Loans in trust backing Certificates with Issue Dates before May 1, 1984, FNMA shall be deemed to have represented and warranted to the Trustee for the benefit of Holders of Certificates (other than any Holder which originated the related Mortgage Loan or is acting Sub-Servicer of such Mortgage Loan) evidencing Fractional Undivided Interests therein that:

(i) Each Mortgage Loan is documented by appropriate FNMA/FHLMC Uniform Instruments in effect at the time of origination, FHA or VA mortgage instruments or other instruments approved by FNMA;

(ii) The Mortgaged Property securing each Mortgage Loan is improved with a one- to four-family dwelling unit (including units in a condominium project, a planned unit development or a *de minimis* planned unit development);

(iii) Each Mortgage Loan at the time it was made complied in all material respects with applicable state and federal laws, including usury, equal opportunity and disclosure laws;

(iv) Each Mortgage Loan conforms, and all such Mortgage Loans in the aggregate conform, to the applicable description thereof set forth in the Prospectus;

(v) Each Mortgage Loan at the time it was made had an original term not exceeding thirty years and each Mortgage Loan bears interest at a constant annual rate and, except for any GEM, provides for payment of equal monthly installments;

(vi) The information set forth in the Mortgage Loan Schedule was true and correct in all material respects at the date or dates respecting which such information was furnished;

(vii) Immediately prior to the transfer of each Mortgage Loan other than pursuant to a Participation Certificate, FNMA had good and indefeasible title to such Mortgage Loan and, immediately upon the assignment thereof, the Trustee will have good and indefeasible title to such Mortgage Loan;

(viii) The original Mortgage was recorded and, in the case of any Mortgage Note delivered to a custodian, an assignment in recordable form of the related Mortgage to FNMA was delivered to the custodian;

(ix) Each Mortgage and Mortgage Note is the legal, valid and binding obligation of the maker thereof and is enforceable in accordance with its terms, except only as such enforcement may be limited by laws affecting the enforcement of creditors' rights generally;

(x) Each Mortgage Loan is secured by a first and paramount lien on the Mortgaged Property, subject only to (1) the liens of current real property taxes and assessments, and (2) covenants, conditions and restrictions, rights of way, easements and other matters of public record which are customarily acceptable to mortgage lending institutions

generally or to which like properties are commonly subject and which do not materially affect the value or marketability of the Mortgaged Property;

(xi) No Mortgage Loan is delinquent on the Issue Date to the extent of more than the monthly installment of principal and interest due after the first day of the month prior to the month of the Issue Date; and

(xii) Each Mortgage Loan identified in the Mortgage Loan Schedule as being insured by the FHA or guaranteed by the VA is so insured or guaranteed on the Issue Date by a valid and subsisting policy or guaranty in full force and effect on such date.

It is understood and agreed that the representations and warranties set forth in this Section 4.02 or any additional representations and warranties set forth in the related Issue Supplement shall survive assignment of the respective Mortgage Loans to the Trustee. Upon discovery by FNMA of a material breach of the representation and warranty set forth in (iv) above or a breach of any other representation and warranty which materially and adversely affects the interests of Certificateholders in the related Mortgage Loan (disregarding, for the purpose of any such determination, the obligation of FNMA to supplement Pool Proceeds), FNMA shall, within 60 days of such discovery, either cure such breach in all material respects or shall withdraw such Mortgage Loan from the Trust Fund, whereupon such Mortgage Loan shall be deemed to be a Fully Prepaid Mortgage Loan for all purposes hereof. It is understood and agreed that the obligation of FNMA to treat any such Mortgage Loan as a Fully Prepaid Mortgage Loan shall constitute the sole remedy respecting such breach available to Certificateholders or the Trustee on behalf of Certificateholders.

The foregoing notwithstanding, in the event that FNMA shall be obligated to treat a Mortgage Loan as a Fully Prepaid Mortgage Loan pursuant to the preceding paragraph, it may, at its option and in lieu thereof, substitute an additional mortgage loan for such Mortgage Loan so long as any such substitution takes place within 120 days of the original issuance of Certificates evidencing Fractional Undivided Interests in the related Pool. Any Substitute Mortgage Loan shall (i) have an Issue Date Principal Balance which is not greater than the Stated Principal Balance of the Replaced Defective Mortgage Loan (the amount of any difference being

deemed to be a Curtailment as hereinbefore provided), (ii) have a Mortgage Interest Rate which is at least .50% (or such lesser percentage as shall be set forth in the related Issue Supplement) in excess of the applicable Pass-Through Rate, (iii) have a final maturity not later than the final maturity of any Mortgage Loan in the Pool and not earlier than two years prior to the final maturity of the related Replaced Defective Mortgage Loan, (iv) be secured by Mortgaged Property located in the same state as the Mortgaged Property securing the Replaced Defective Mortgage Loan, such Mortgaged Property being of the same type as the Mortgaged Property securing such Replaced Defective Mortgage Loan (such as single-family detached home, unit in a condominium project, unit in a planned unit development, etc.), (v) be a GEM if the Replaced Defective Mortgage Loan was a GEM and provide for a similar percentage and frequency of adjustment effective on similar dates as the Replaced Defective Mortgage Loan, (vi) be insured by the FHA if the Replaced Defective Mortgage Loan was insured by the FHA and (vii) be guaranteed by the VA if the Replaced Defective Mortgage Loan was guaranteed by the VA, any such guaranty having a percentage coverage of the unpaid principal balance which is not less than the corresponding coverage of the unpaid principal balance of the Replaced Defective Mortgage Loan. In connection with any such substitution, FNMA shall amend the Mortgage Loan Schedule to reflect the withdrawal of the Replaced Defective Mortgage Loan and the assignment to FNMA, in its capacity as Trustee, of the Substitute Mortgage Loan and, upon such amendment, shall be deemed to have made as to such Substitute Mortgage Loan the representations and warranties set forth in Section 4.02 hereof (other than the representation and warranty set forth in subclause (iv) and except that all representations and warranties made as of the Issue Date shall be deemed made as of the first day of the month of any such substitution). If FNMA's interest in a Replaced Defective Mortgage Loan is evidenced by a Participation Certificate, the assignment to FNMA of the Substitute Mortgage Loan may be evidenced by a Participation Certificate.

ARTICLE V

Servicing of Mortgage Loans

Section 5.01. General. FNMA shall service the Mortgage Loans comprising each Pool, and shall have full power and authority to do or cause

to be done any and all things in connection therewith as it may deem necessary or appropriate in its sole discretion, in its own name and right, and without disclosure of the existence or terms of this Trust Indenture or the applicable Issue Supplement; provided, however, that FNMA shall have no authority to sell or hypothecate, or, subject to Section 4.02 and Section 5.03, make any substitution for, any Mortgage Loan.

FNMA in its discretion shall foreclose upon or otherwise comparably convert the ownership of the Mortgaged Property securing any Mortgage Loan as to which a default occurs. Subject to Section 5.02 and to the extent consistent with then-current policies of FNMA respecting comparable mortgage loans held in its own portfolio, FNMA in its discretion may enforce or waive enforcement of any of the terms of any Mortgage Loan or enter into an agreement for the modification of any of the terms of any Mortgage Loan (other than a reduction in the Mortgage Interest Rate or an extension of the final maturity), or take any action or refrain from taking any action in servicing any Mortgage Loan. In such connection, FNMA may waive any prepayment charge, assumption fee or late payment charge or may exercise or refrain from exercising any "call option rider"; provided, however, that any decision to exercise or refrain from exercising any "call option rider" shall be consistent with then-current policies or practices employed by FNMA respecting comparable mortgage loans held in its own portfolio and shall be without consideration of the ownership status of the related Mortgage Loan.

If any Mortgage Loan is insured by the FHA pursuant to the National Housing Act or guaranteed by the VA under the Servicemen's Readjustment Act of 1944 (collectively, the "Acts"), FNMA shall cause such insurance or guaranty to be maintained and shall comply with the Acts and regulations thereunder, including the giving of all notices required to be sent to the FHA or the VA, to assure that the full benefit of the contract of insurance or guaranty will inure to the benefit of the Certificateholders.

FNMA in its discretion may conduct such servicing through the facilities of agents or independent contractors but shall not thereby be released from any of its duties or responsibilities hereunder or under the applicable Issue Supplement.

Any Servicing Contract and any other transactions or services relating to the Mortgage Loans involving a Sub-Servicer shall be deemed to be

between the Sub-Servicer and FNMA alone and the Trustee and Certificateholders shall not be deemed parties thereto and shall have no claims, rights, obligations, duties or liabilities with respect to any Sub-Servicer.

Section 5.02. Transfers of Mortgaged Property. In connection with the transfer, or prospective transfer, of title to a Mortgaged Property, FNMA shall, unless it shall elect to withdraw such Mortgage Loan pursuant to Section 5.03, accelerate the maturity of the related Mortgage Loan where such Mortgage Loan contains a "due-on-sale" clause permitting acceleration under such a circumstance; provided, however, that FNMA shall not be required to accelerate the maturity of the Mortgage Loan pursuant to the "due-on-sale" clause or to withdraw such Mortgage Loan pursuant to Section 5.03 if FNMA is restricted by law from accelerating such Mortgage Loan, for any reason whatever. In the event that, for any reason, FNMA cannot accelerate the maturity of a Mortgage Loan upon the transfer, or prospective transfer, of title to the underlying Mortgaged Property, FNMA may enter into a transaction by which the obligor is released from liability on the related Mortgage Loan and the transferee assumes such liability; provided, however, that no such transaction shall (i) be entered into which would not have been entered into had the Mortgage Loan been held in FNMA's own portfolio or (ii) provide for reduction of the Mortgage Interest Rate.

Section 5.03. Optional Withdrawal of Delinquent Mortgage Loans, Mortgaged Property or Withdrawable Mortgage Loans; Substitution or Repurchase of Defective Mortgage Loans. FNMA shall have the right and option, without obligation and in its discretion, to withdraw from the related Pool, upon appropriate entry in the Accounting Records, any Mortgage Loan at any time after such Mortgage Loan becomes delinquent, in whole or in part, as to four consecutive monthly installments of principal and interest. FNMA shall likewise have the right and option, without obligation and in its discretion, to withdraw from the related Pool, upon appropriate entry in the Accounting Records, any Withdrawable Mortgage Loan and any and all Mortgaged Property received in connection with the foreclosure or comparable conversion of any Mortgage Loan. Any such withdrawn Mortgage Loan or any Mortgage Loan secured by any such withdrawn Mortgaged Property shall be deemed to be a Fully Prepaid Mortgage Loan.

In connection with Mortgage Loans backing Certificates with Issue Dates on and after May 1, 1984, FNMA may, in the case of a material breach of warranty by a seller of any such Mortgage Loan or a material defect in documentation, (i) withdraw such Mortgage Loan from the Trust Fund, whereupon such Mortgage Loan shall be deemed to be a Fully Prepaid Mortgage Loan for all purposes hereof or (ii) in case the Mortgaged Property securing such Mortgage Loan consists of less than five dwelling units, substitute an additional Mortgage Loan for such Mortgage Loan as long as any such substitution takes place within two years of the original issuance of Certificates evidencing Fractional Undivided Interests in the related Pool. Any Substitute Mortgage Loan shall (i) have an Issue Date Principal Balance which is not greater than the Stated Principal Balance of the Replaced Defective Mortgage Loan (the amount of any difference being deemed to be a Curtailment as hereinbefore provided), (ii) have a Mortgage Interest Rate which is at least .50% in excess of the Pass-Through Rate, (iii) have a final maturity not later than the final maturity of any Mortgage Loan in the Pool and not earlier than two years prior to the final maturity of the related Replaced Defective Mortgage Loan, (iv) be a GEM if the Replaced Defective Mortgage Loan was a GEM and provide for a similar percentage and frequency of adjustment effective on similar dates as the Replaced Defective Mortgage Loan, and (v) be an FHA/VA Mortgage Loan if the Replaced Defective Mortgage Loan was an FHA/VA Mortgage Loan. In connection with any such substitution, FNMA shall amend the Mortgage Loan Schedule to reflect the withdrawal of the Replaced Defective Mortgage Loan and the assignment to FNMA, in its capacity as Trustee, of the Substitute Mortgage Loan. If FNMA's interest in a Replaced Defective Mortgage Loan is evidenced by a Participation Certificate, the assignment to FNMA of the Substitute Mortgage Loan may be evidenced by a Participation Certificate.

Section 5.04. Accounting Records. FNMA shall establish and maintain, as to each Pool, Accounting Records in which Pool Proceeds and distributions to Certificateholders shall be recorded and in which a record of Fully Prepaid Mortgage Loans and Curtailments shall be kept.

At any particular time the aggregate of the amount of Pool Proceeds entered in the Accounting Records (as reduced by any distributions made in respect of and from such Pool Proceeds) shall be considered to be held by FNMA for Certificateholders, it being understood, however, that FNMA

shall have no liability to Certificateholders for the payment of interest on any such amounts so held by it for their account and that, so long as an Event of Default shall not have occurred and be continuing, FNMA's obligation to remit any such amounts to Certificateholders shall be through monthly distributions in amounts computed in accordance with this Trust Indenture and any Issue Supplement.

Section 5.05. Maintenance of Hazard Insurance and Flood Insurance. FNMA shall cause to be maintained for each Mortgage Loan fire insurance with extended coverage. Where the property securing a Mortgage Loan is located in a designated flood area, FNMA shall cause to be maintained flood insurance in those areas where flood insurance has been made available (and to the extent such insurance is available) under the National Flood Insurance Act of 1968, as amended. Such fire insurance with extended coverage and flood insurance shall be maintained at least to the extent required by the related Servicing Contract. The foregoing is qualified to the extent that, if a Mortgage Loan is an FHA/VA Mortgage Loan, FNMA is obligated only to cause to be maintained such hazard and flood insurance as shall be required by the applicable contract of insurance or guaranty.

Section 5.06. Servicing Compensation; Payment of Certain Expenses by FNMA. As compensation for its activities and obligations hereunder, FNMA shall be entitled to retain the amounts received on account of the Mortgage Loans which are not considered to be Pool Proceeds pursuant to (ii) and (iii) of the definition thereof hereinbefore set forth. FNMA shall pay all expenses incurred by it hereunder in connection with its servicing activities and shall not be entitled to reimbursement therefor out of Pool Proceeds.

Additional servicing compensation in the form of prepayment charges, assumption fees, late payment charges or otherwise shall be retained by FNMA.

Section 5.07. Annual Statement as to Compliance. FNMA shall, as to each Pool backing Certificates with Issue Dates before May 1, 1984 (except that any Officer's Certificate hereinafter provided for in this Section 5.07 may, to the extent it so specifies, cover more than one Pool), deliver to the Trustee and file with the Office of the Corporate Secretary, on or before March 31 of each year beginning with the year which is at least six months

subsequent to the related Issue Date, an Officer's Certificate stating (i) that a review of the activities of FNMA during the preceding calendar year and of performance under this Trust Indenture and the related Issue Supplement has been made under such officer's supervision, and (ii) that, to the best of such officer's knowledge based on such review, FNMA has fulfilled all its obligations throughout such year under this Trust Indenture and the related Issue Supplement, unless there shall have been a default as to any such obligations, in which case the certificate shall specify each default known to such officer and the nature and status thereof. In the event any such Officer's Certificate shall specify any such default that has a material and adverse effect on Certificateholders, Holders of Certificates in the related Pool shall be promptly informed of such default.

ARTICLE VI

Distributions to Certificateholders

Section 6.01. Distributions. On each Distribution Date FNMA or the Paying Agent shall distribute to each Certificateholder of record on the preceding Record Date (other than as provided in Section 10.01 respecting the final distribution), by mail to each Holder of a Definitive Certificate at the address of such Holder appearing in the Certificate Register and in Federal Funds to each Holder of a Book-Entry Certificate, such Certificateholder's pro rata share (based on the aggregate Fractional Undivided Interest represented by Certificates held by such Holder) of all amounts which represent payments of the nature required to be distributed on such Distribution Date pursuant to the third paragraph of the form of Definitive Certificate set forth as Exhibit A hereto; provided, however, that FNMA may, in calculating such amount to be distributed on any Distribution Date, make such adjustment in the distribution of unscheduled principal only as shall be necessary to correct prior errors.

Section 6.02. Statements to Certificateholders. With or prior to each distribution, FNMA shall forward, with respect to the Certificate(s) representing a Fractional Undivided Interest(s) in a Pool, to the Certificateholder holding the same, a statement setting forth:

(i) the amount due on such Certificate(s) on the related Distribution Date on account of total scheduled and unscheduled principal;

(ii) the amount due on such Certificate(s) on the related Distribution Date on account of interest;

(iii) the total of the cash distribution on such Certificate(s) on the related Distribution Date; and

(iv) in the case of a Definitive Certificate, the Certificate Principal Balance(s) of such Certificate(s) on the related Distribution Date after giving effect to the distribution made on such date.

Within a reasonable period of time after the end of each calendar year, FNMA shall furnish to each Person who at any time during the calendar year was a Certificateholder a statement containing the information set forth in subclauses (i)—(ii) above, aggregated for such calendar year or applicable portion thereof during which such Person was a Certificateholder. Such obligation of FNMA shall be deemed to have been satisfied to the extent that substantially comparable information shall be provided or made available by FNMA pursuant to any requirements imposed under the Internal Revenue Code of 1986 and interpretations thereof as from time to time in force.

ARTICLE VII

The Certificates

Section 7.01. The Certificates. The Certificates shall be executed as provided in Section 2.02. The Definitive Certificates shall be issued in denominations initially evidencing a Certificate Principal Balance which is not less than $25,000, and in integral multiples of $5,000 in excess of $25,000, with the exception of one odd denomination that may be issued for each Pool. No Definitive Certificate shall be entitled to any benefit under this Trust Indenture or the related Issue Supplement, or be valid for any purpose, unless there appears on such Definitive Certificate a certificate of authentication, substantially in the form provided for herein, executed by the Certificate Registrar by manual signature, and such certificate upon any Definitive Certificate shall be conclusive evidence, and the only evidence, that such Definitive Certificate has been duly authenticated and delivered hereunder. All Definitive Certificates shall be dated the date of their authentication.

Section 7.02. Registration of Transfer and Exchange of Definitive Certificates. FNMA shall cause to be kept at the office or agency to be

maintained by it in accordance with the provisions of Section 7.08 a Certificate Register in which, subject to such reasonable regulations as it may prescribe, FNMA shall provide for the registration of Definitive Certificates and of transfers and exchanges of Definitive Certificates as herein provided. FNMA hereby appoints the Federal Reserve Bank of New York as Certificate Registrar for the purpose of registering Definitive Certificates and transfers and exchanges of Definitive Certificates as herein provided.

Upon surrender for registration of transfer of any Definitive Certificate at any office or agency of FNMA maintained for such purpose pursuant to Section 7.08, FNMA shall execute, and the Certificate Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Definitive Certificates evidencing a like aggregate Fractional Undivided Interest in the identical Pool.

At the option of the Holders of Definitive Certificates, Definitive Certificates may be exchanged for other Definitive Certificates of authorized denominations of a like aggregate Fractional Undivided Interest in the identical Pool, upon surrender of the Definitive Certificates to be exchanged at any such office or agency. Whenever any Definitive Certificates are so surrendered for exchange FNMA shall execute, and the Certificate Registrar shall authenticate and deliver, the Definitive Certificates which the Certificateholder making the exchange is entitled to receive. Every Definitive Certificate presented or surrendered for registration of transfer or exchange shall (if so required by FNMA or the Trustee) be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to FNMA and the Certificate Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing.

A service charge in an amount determined by FNMA (such amount being based on a service charge schedule on file in the Corporate Trust Office and in the office of the Corporate Secretary of FNMA) shall be made for any registration of transfer or exchange of Definitive Certificates and FNMA may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any registration of transfer or exchange of Definitive Certificates.

Section 7.03. Mutilated, Destroyed, Lost or Stolen Definitive Certificates. If (i) any mutilated Definitive Certificate is surrendered to FNMA or

the Certificate Registrar, or (ii) FNMA receives evidence to its satisfaction of the destruction, loss or theft of any Definitive Certificate, and there is delivered to FNMA such security or indemnity as may be required by it to save it harmless, then, in the absence of notice to FNMA that such Definitive Certificate has been acquired by a bona fide purchaser, FNMA shall execute and the Certificate Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Definitive Certificate, a new Definitive Certificate of like tenor and Fractional Undivided Interest in the identical Pool. Upon the issuance of any new Definitive Certificate under this Section, FNMA may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Certificate Registrar) connected therewith. Any duplicate Definitive Certificate issued pursuant to this Section shall constitute complete and indefeasible evidence of ownership in the related Trust Fund, as if originally issued, whether or not the lost, stolen or destroyed Definitive Certificate shall be found at any time.

Section 7.04. Persons Deemed Owners. Prior to due presentation of a Definitive Certificate for registration of transfer, FNMA, the Trustee, the Certificate Registrar and any agent of FNMA or the Trustee may treat the Person in whose name any Definitive Certificate is registered as the owner of such Definitive Certificate for the purpose of receiving distributions pursuant to Section 6.01 and for all other purposes whatsoever, and neither FNMA nor the Trustee, the Certificate Registrar or any agent of FNMA or the Trustee shall be affected by notice to the contrary.

Section 7.05. Appointment of Paying Agent. FNMA may appoint a Paying Agent for the purpose of making distributions to Holders of Definitive Certificates pursuant to Section 6.01. In the event of any such appointment, no later than each Distribution Date FNMA shall deposit with the Paying Agent a sum sufficient to make the payments to such Holders in the amounts and in the manner provided for in Section 6.01, such sum to be held in trust for their benefit.

Section 7.06. Book-Entry Certificates. Book-Entry Certificates may be transferred or pledged in accordance with and subject to regulations governing FNMA's use of the book-entry system (as the same shall be in effect at the time of any such transfer or pledge), Federal Reserve Bank of

New York Operating Circulars 21 and 21A, and procedures that are followed generally for book-entry securities.

Section 7.07. FNMA as Certificateholder. FNMA shall have the right to purchase and hold for its own account any Certificate issued pursuant to the terms of this Trust Indenture and any Issue Supplement, notwithstanding the rights and duties conferred and imposed upon FNMA by this Trust Indenture and any such applicable Issue Supplement.

Section 7.08. Maintenance of Office or Agency. FNMA shall maintain at its expense an office or agency where Definitive Certificates may be surrendered for registration of transfer or exchange and where notices and demands to or upon FNMA in respect of the Definitive Certificates and this Trust Indenture or any Issue Supplement may be served. FNMA hereby appoints the Federal Reserve Bank of New York as its office for said purposes. FNMA will give prompt written notice to Holders of Definitive Certificates of any change in the location of any such office or agency.

ARTICLE VIII

Limitation of Liability

Section 8.01. General Limitation. FNMA shall be liable under the terms of the Certificates, this Trust Indenture and any related Issue Supplement only to the extent of faithful performance of the duties and responsibilities imposed by the terms of the Certificates, this Trust Indenture and any such related Issue Supplement.

Section 8.02. Measure of Liability. Neither FNMA nor any of the directors, officers, employees or agents of FNMA shall be under any liability for any action taken or for refraining from the taking of any action in good faith pursuant to the terms of this Trust Indenture and any related Issue Supplement, or for errors in judgment; provided, however, that this provision shall not protect FNMA or any such person against any liability for action or inaction by reason of willful misfeasance, bad faith or gross negligence, or by reason of willful disregard of obligations and duties.

FNMA shall have no obligation to appear in, prosecute or defend any legal action which is not incidental to its duties under this Trust Indenture and any related Issue Supplement and which in its opinion may involve it in

expense or liability; provided, however, that FNMA in its discretion may undertake any such legal action which it may deem necessary or desirable in the interests of Certificateholders.

In the event that FNMA in its discretion so determines to undertake any such legal action, FNMA for its own account shall pay and defray the expense of any such action, including attorneys' fees. Such expense, and any liability to FNMA resulting from any such legal action, shall not be reimbursable to FNMA out of Pool Proceeds.

ARTICLE IX

FNMA

Section 9.01. Resignation. FNMA shall not resign from the duties imposed upon FNMA in its corporate capacity or in its capacity as Trustee by the terms of this Trust Indenture and any Issue Supplement except upon determination that the performance of such duties is not permissible under applicable law. Any such determination shall be based upon and consistent with an Opinion of Counsel. In the event that the basis of any such Opinion of Counsel shall relate to the dual nature of FNMA's activities hereunder and the conclusion of such Opinion of Counsel may be changed by FNMA's resigning in its corporate capacity or resigning in its capacity as Trustee, FNMA shall resign in its capacity as Trustee and shall continue to act hereunder in its corporate capacity. No resignation shall become effective until a successor shall have been appointed and shall have assumed all duties imposed by the terms of this Trust Indenture and any Issue Supplement; provided, however, that no successor to FNMA in its corporate capacity hereunder shall be obligated to supplement Pool Proceeds from its own funds or to incur servicing expenses which are reimbursable under usual servicing arrangements, unless reimbursement therefor is agreed to be made by FNMA or (if FNMA shall fail to provide any such reimbursement) such reimbursement can be made out of excess Pool Proceeds. FNMA, notwithstanding any such resignation, shall continue to be obligated to supplement Pool Proceeds to the extent necessary to make distributions in the amounts required by the form of Definitive Certificate hereinafter set forth and shall be obligated to reimburse any successor servicer for certain servicing expenses as above provided. In the event that FNMA shall be unable to

fulfill its continuing obligations hereunder, this Trust Indenture may be modified to provide for monthly distributions on the basis of Pool Proceeds only in a manner similar to practices and procedures followed in the servicing of whole loans for institutional investors.

In the event of any such resignation, FNMA promptly shall furnish written notice thereof to all Certificateholders, together with an explanation of the reason or reasons therefor, and at its own cost and expense shall proceed promptly to petition a court of competent jurisdiction for the appointment of a successor to assume the duties imposed by this Trust Indenture and any Issue Supplement in respect of the capacity or capacities as to which FNMA shall have resigned. FNMA shall take all such action and execute and deliver all such instruments as may be necessary and appropriate to prosecute such petition and to comply with all final orders and decrees of the court.

Section 9.02. Merger or Consolidation. Any corporation or other entity into which FNMA is merged or consolidated, or any corporation or other entity resulting from any merger, conversion or consolidation to which FNMA shall be a party, or any corporation or other entity succeeding to the business of FNMA, shall succeed to and assume all duties imposed upon FNMA in its corporate capacity and in its capacity as Trustee by the terms of this Trust Indenture and all Issue Supplements, without the filing of any instrument or the performance of any further act by FNMA or any Certificateholder. FNMA promptly shall furnish written notice of such succession to all Certificateholders.

Section 9.03. Succession Upon Default. With respect to any Pool, each of the following events shall constitute an Event of Default by FNMA:

(i) any failure by FNMA to distribute to Certificateholders any payment required to be made under the terms of the Certificates and this Trust Indenture and the related Issue Supplement which continues unremedied for a period of fifteen days after the date upon which written notice of such failure, requiring the same to be remedied, shall have been given to FNMA by the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 5% of the related Trust Fund; or

(ii) failure on the part of FNMA duly to observe or perform in any material respect any other of the covenants or agreements on the

part of FNMA in the Certificates or in this Trust Indenture and the related Issue Supplement which continues unremedied for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to FNMA by the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the related Trust Fund; or

(iii) a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against FNMA and such decree or order shall have remained in force undischarged or unstayed for a period of 60 days; or

(iv) FNMA shall consent to the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings relating to FNMA or to all or substantially all of its property; or

(v) FNMA shall admit in writing its inability to pay its debts generally as they become due, file a petition to invoke any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.

With respect to any Pool, upon the occurrence of an Event of Default, and so long as such Event of Default shall not have been remedied, the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the related Trust Fund may (a) terminate all obligations and duties imposed upon FNMA in its corporate capacity (other than its continuing obligations as set forth in the first paragraph of Section 9.01) and in its capacity as Trustee under this Trust Indenture and the related Issue Supplement, and (b) name and appoint a successor or successors (in case such Certificateholders shall appoint a separate Person to act as Trustee) to succeed to and assume all of such obligations and duties. Such actions shall be effected by notice in writing to FNMA and shall become effective upon receipt of such notice by FNMA and the acceptance of such appointment by such successor or successors.

On and after the receipt by FNMA of such written notice and the acceptance by the successor or successors to FNMA, all obligations (other

than its continuing obligations as set forth in the first paragraph of Section 9.01) and duties imposed upon FNMA in its corporate capacity and in its capacity as Trustee under this Trust Indenture and the related Issue Supplement shall pass to and vest in the successor or successors named in the notice, and such successor or successors shall be authorized, and hereby are authorized, to take all such action and execute and deliver all such instruments and documents on behalf of FNMA, as attorney in fact or otherwise, as may be necessary and appropriate to effect the purposes of such written notice, including, without limitation, the transfer of legal title in and to the Mortgage Loans, or the transfer of legal title to the Participation Certificate(s), comprising the related Pool and all proceeds and avails thereof then held by FNMA.

ARTICLE X

Termination

Section 10.01. Termination Upon Repurchase by FNMA or Liquidation of All Mortgage Loans. The respective obligations and responsibilities of FNMA in its corporate capacity and in its capacity as Trustee created hereby (other than the obligation of FNMA to make payments to Holders of Definitive Certificates as set forth above) and by the related Issue Supplement shall terminate upon (i) the repurchase by FNMA of all Mortgage Loans and all Mortgaged Property acquired in respect of any Mortgage Loan remaining in the related Trust Fund at a price equal to 100% of the Stated Principal Balance of each Mortgage Loan and 100% of the Stated Principal Balance of each Mortgage Loan respecting which any such Mortgaged Property was acquired (the Stated Principal Balance, in each case, being the Stated Principal Balance at the Distribution Date next preceding the Distribution Date on which proceeds of repurchase are distributed) plus one month's interest thereon at the Pass-Through Rate applicable to the related Pool, or (ii) the later of the final payment or other liquidation (or any FNMA supplemental payment with respect thereto) of the last Mortgage Loan remaining in the related Trust Fund and the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure in respect of any Mortgage Loan; provided, however, that in no event shall the trust created hereby continue beyond the expiration of 21 years from the death of the survivor of the following persons:

Name	Date of Birth	Parents and Present Address
Jonathan Paul Yeager	7/2/81	Winham E. and Cynthia S. Yeager 2774 Doaks Run Court Tucker, GA 30084
Jonathan Manton Krall	5/12/81	Paul R. and Lynn K. Krall 9664 Brassie Way Gaithersburg, MD 20879
Richard Sebastian Dyas	4/6/81	Richard W. and Norma Dyas 6104 Vernon Terrace Alexandria, VA 22307
Montana Taylor Donini	10/3/79	James and Janet Donini 212 West Street Leavenworth, WA 98826
Elizabeth Jean Hogan	5/9/78	William and Elizabeth Hogan 3324 38th Street, N.W. Washington, DC 20016

The right of FNMA to repurchase all Mortgage Loans pursuant to (i) above shall be conditioned upon the Pool Principal Balance at the time of repurchase being less than 10% of the initial Pool Principal Balance.

Notice of any termination shall be given promptly by FNMA to Holders of Definitive Certificates by letter mailed not earlier than the fifteenth and not later than the twenty-fifth day of the month preceding the month of the final distribution, unless notice cannot be given within this time frame because of unscheduled principal prepayments in which case notice shall be given as promptly as practicable after FNMA determines that such final payment is required to be made (such notice to be given in such manner as shall reasonably assure its prompt receipt) and in no event later than the fifth Business Day of the month of the final distribution. The letter of notice shall specify (i) the Distribution Date upon which final payment of the Definitive Certificates will be made upon presentation and surrender of the Definitive Certificates at the office of FNMA therein designated, (ii) the amount of any such final payment (which final payment shall, in the case of a repurchase pursuant to (i) above, be in the amount of the repurchase price calculated pursuant thereto and shall not include any proceeds of Mortgage Loans otherwise distributable on such Distribution Date), and (iii) that the Record Date otherwise applicable to such Distribution Date is not applicable, payments being made only upon presentation and surrender of the Definitive Certificates at the office of FNMA therein specified.

In the event that any Holder of Definitive Certificates shall not have surrendered its Definitive Certificates for cancellation within six months after the time specified in the above-mentioned written notice, FNMA shall give a second written notice to such remaining Holder of Definitive Certificates to surrender its Definitive Certificates for cancellation and receive the final distribution with respect thereto. If, within one year after the second notice, any Definitive Certificate shall remain outstanding, FNMA may take appropriate steps, or may appoint an agent to take appropriate steps, to contact the Holder of such Definitive Certificate concerning its surrender, and the cost thereof shall be paid out of the funds and other assets which remain subject hereto.

ARTICLE XI

Supplemental Indentures

Section 11.01. Permissible Without Action by Certificateholders. FNMA, from time to time and at any time, may, without the consent of or notice (other than in the case of any instrument supplemental thereto pursuant to clause (ii) below) to any Certificateholder, enter into an indenture or other instrument supplemental hereto and which thereafter shall form a part hereof, for any one or more of the following purposes:

(i) to add to the covenants of FNMA, whether applicable to one or more issues of Certificates;

(ii) to evidence the succession pursuant to Article IX of another Person or Persons to FNMA and the assumption by such successor or successors of the obligations of FNMA hereunder in its corporate capacity or in its capacity as Trustee or in both such capacities;

(iii) to eliminate any right reserved to or conferred upon FNMA in its corporate capacity;

(iv) to take such action to cure any ambiguity or correct or supplement any provision in this Trust Indenture or in any Issue Supplement as FNMA may deem necessary or desirable, provided such action shall not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of such instrument supplemental thereto; or

(v) to modify this Trust Indenture under the circumstances and for the purposes set forth in the final sentence of the first paragraph of Section 9.01.

Section 11.02. Waivers and Supplemental Indentures with Consent of Holders. With the consent of the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 66% of the related Trust Fund (i) compliance by FNMA with any of the terms of this Trust Indenture or the related Issue Supplement may be waived or (ii) FNMA, in its corporate capacity and in its capacity as Trustee, may enter into any Supplemental Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Trust Indenture or the related Issue Supplement or of modifying in any manner the rights of the Holders of the Certificates issued under this Trust Indenture and the related Issue Supplement; provided that no such waiver or Supplemental Indenture shall:

(a) without the consent of all Certificateholders affected thereby reduce in any manner the amount of, or delay the timing of, payments received on Mortgage Loans which are required to be distributed on any Certificate; or

(b) without the consent of all Certificateholders (i) terminate or modify the obligations of FNMA to supplement Pool Proceeds to the extent necessary to make distributions in the amounts required by the form of Certificate hereinafter set forth or (ii) reduce the aforesaid percentages of Certificates, the Holders of which are required to consent to any waiver or any Supplemental Indenture.

It shall not be necessary for Certificateholders to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such Certificateholders shall approve the substance thereof.

Promptly after the execution of any Supplemental Indenture pursuant to this Section, FNMA shall give written notice thereof to Certificateholders. Any failure of FNMA to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

ARTICLE XII

Miscellaneous

Section 12.01. Certificateholders. The death or incapacity of any Certificateholder shall not operate to terminate this Trust Indenture or any

Issue Supplement, nor entitle such Certificateholder's legal representative or heirs to claim an accounting or to take any action or proceeding in any court for a partition or winding up of the affairs of the related Pool, nor otherwise affect the rights, duties and obligations of any of the parties to this Trust Indenture or any such Issue Supplement.

No Certificateholder shall have any right to control or to participate in the control and administration of any Pool or the related Trust Fund, nor shall any of the terms of this Trust Indenture or any such Issue Supplement be construed to constitute the Certificateholders and FNMA as partners or members of an association, nor shall any Certificateholder have any duty or liability to any third person by reason of any action taken by the parties to this Trust Indenture or any such Issue Supplement pursuant to the provisions hereof and thereof.

No Certificateholder shall have any right by virtue of any provision of this Trust Indenture or any Issue Supplement to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Trust Indenture or any Issue Supplement unless an Event of Default shall have occurred and be continuing in respect of the related Trust Indenture and Issue Supplement. It is understood and intended, and is expressly covenanted by each Certificateholder with every other Certificateholder and the Trustee, that no one or more Holders of Certificates shall have any right in any manner whatever by virtue of any provision of this Trust Indenture or any Issue Supplement to affect, disturb or prejudice the rights of the Holders of any other of such Certificates, or to obtain or seek to obtain priority over or preference to any other such Holder, or to enforce any right under this Trust Indenture or any Issue Supplement, except in the manner herein provided and for the equal, ratable and common benefit of all Certificateholders. For the protection and enforcement of the provisions of this Section, each and every Certificateholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Section 12.02. Access to List of Certificateholders. With respect to each Pool, in the event that Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 5% of the related Trust Fund shall notify FNMA in writing that they desire to communicate with other Certificateholders, accompanied by a copy of the proposed communication, then, within five business days after receipt of such notification, FNMA shall

afford access to such Certificateholders during normal business hours of the most recent list of Holders of Certificates evidencing Fractional Undivided Interests in such Pool; provided, however, that FNMA shall not be held accountable by reason of the disclosure of such information, regardless of the source from which such information was derived.

Section 12.03. Reserve Banks as Agent. For each Book-Entry Certificate, the appropriate Reserve Bank shall be considered to be acting as the agent of FNMA in providing to and conferring upon the owners of the Book-Entry Certificate, as such owners shall appear on the records of such Reserve Bank, the substantive rights and benefits which are provided for herein for Holders of Definitive Certificates. Accordingly, the substantive effect of all provisions herein providing rights and benefits to Holders of Definitive Certificates, including, without limitation, provisions relating to distributions, voting and notices, shall apply to such record owners on the books of the Reserve Bank, through the appropriate Reserve Bank acting as agent for FNMA.

Section 12.04. Governing Law. The terms of this Trust Indenture and any Issue Supplement shall be construed in accordance with the laws of the District of Columbia.

Section 12.05. Demands, Notices, Communications. All formal demands, notices and communications by and between FNMA and the Holder of any Certificate shall be in writing and delivered in person or by first class mail, postage prepaid (a) if to FNMA, to the Corporate Secretary of FNMA, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016, or to such other address as shall be set forth in a notification to Certificateholders, or (b) if to the Holder of a Definitive Certificate, to such Holder at the address shown in the Certificate Register or (c) if to the Holder of a Book-Entry Certificate, to the appropriate Reserve Bank at the address provided to FNMA by such Reserve Bank. Any notice so mailed within the time prescribed in this Trust Indenture or any Issue Supplement shall be conclusively presumed to have been duly given whether or not the Certificateholder receives such notice.

Section 12.06. Recordation. FNMA shall have the right, in its discretion and at its own cost and expense, to effect the recording of this Trust Indenture, any Supplemental Indenture and any Issue Supplement, in all appropriate public offices for real property records in any county or

comparable jurisdiction in which any Mortgaged Property is situated, and in any other appropriate public recording office or elsewhere. For the purpose of facilitating any recording or for other purposes, FNMA in its discretion may execute this Trust Indenture, any Supplemental Indenture and any Issue Supplement, in any number of counterparts, and each such counterpart shall be deemed to be an original and all such counterparts shall constitute but one and the same instrument. The cost and expense of effecting any such recording shall be borne by FNMA.

Section 12.07. Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Trust Indenture or any Issue Supplement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Trust Indenture or any Issue Supplement and shall in no way affect the validity or enforceability of the other provisions of this Trust Indenture or any Issue Supplement or of the Certificates or the rights of the Holders thereof.

IN WITNESS WHEREOF, the parties hereto hereby execute this Trust Indenture, as of the day and year first above written.

FEDERAL NATIONAL
MORTGAGE ASSOCIATION,
in its corporate capacity, and as
Trustee

[SEAL]

By_____

Attest: _____

A-1

(Form of Definitive Certificate)

EXHIBIT A

Pursuant to Trust Indenture dated November 1, 1981

FNMA

GUARANTEED MORTGAGE PASS-THROUGH CERTIFICATE

evidencing an undivided beneficial interest in a

Pool of Fixed Rate Residential
Mortgage Loans

Issued By

FEDERAL NATIONAL MORTGAGE ASSOCIATION

Issue Date _____
Pool No. _____
Pass-Through Rate _____
Certificate No. _____

As of Issue Date:
Aggregate Amount of Pool _____
Certificate Principal Balance _____
Latest Loan Maturity Date _____

Registered Holder _____

FEDERAL NATIONAL MORTGAGE ASSOCIATION, a body corporate organized and existing under the laws of the United States ("FNMA", which term includes any successor), for value received, hereby certifies that the Registered Holder identified above (the "Registered Holder" or "Holder") is the registered owner of a Fractional Undivided Interest (equal to the initial Certificate Principal Balance on the Issue Date set forth on the face hereof divided by the initial Aggregate Amount of Pool on the Issue Date set forth on the face hereof) in a pool (the "Pool") of fixed rate residential mortgage loans (the "Mortgage Loans") described in the Mortgage Loan Schedule attached to the Issue Supplement (the "Issue Supplement") to the Trust Indenture referred to above (the "Trust Indenture") executed by FNMA acting in its corporate capacity and in its capacity as Trustee. Such Issue Supplement identifies and establishes the Pool pursuant to the terms and provisions of the Trust Indenture. This Mortgage Pass-Through Certificate is issued under and is subject to the terms, provisions and conditions of the Trust Indenture and Issue Supple-

ment, to which Trust Indenture and Issue Supplement the Holder of this Mortgage Pass-Through Certificate by virtue of the acceptance hereof assents and by which such Holder is bound.

This Mortgage Pass-Through Certificate is one of an issue of Mortgage Pass-Through Certificates evidenced by certificates (the "Certificates"), each of which represents a Fractional Undivided Interest in (i) the Mortgage Loans; (ii) such Pool Proceeds as from time to time may be considered to be held by FNMA for Certificateholders pursuant to the Trust Indenture; (iii) Mortgaged Property which has been acquired by foreclosure or deed in lieu of foreclosure and which has not been withdrawn from the Trust Fund; and (iv) the interest of Certificateholders in the obligation of FNMA to supplement Pool Proceeds to the extent necessary to make distributions in the amounts required by the following paragraph (the Mortgage Loans, such Pool Proceeds, such Mortgaged Property and such obligation of FNMA being hereinafter collectively called the "Trust Fund").

Subject to the terms and conditions of the Trust Indenture and Issue Supplement, FNMA promises to distribute on the 25th day of each month commencing with the 25th day of the month following the month of the Issue Date or, if any such 25th day is not a Business Day, the succeeding Business Day (the "Distribution Date"), to the Registered Holder of this Certificate on the last day of the month preceding the related Distribution Date, an amount equal to the product of the Fractional Undivided Interest evidenced by this Certificate and the total of (i) Aggregate Scheduled Principal, (ii) one month's interest at the Pass-Through Rate on the Pool Principal Balance as of the preceding Distribution Date (or, in the case of the first Distribution Date, the Issue Date), (iii) the Stated Principal Balance of all Mortgage Loans which became or were deemed by FNMA to be Fully Prepaid Mortgage Loans in the second month prior to the month of distribution, and (iv) the amount of all Curtailments received or deemed to have been received in the second month prior to the month of distribution. FNMA may, at its election, include with any such distribution amounts referred to in subclauses (iii) and (iv) above which were received or deemed to have been received in the month prior to the month of distribution, any such election by FNMA respecting any Mortgage Loan or Mortgage Loans serving to discharge FNMA's obligation set forth in such

subclauses (iii) and (iv) to make a comparable distribution in respect thereof on the following Distribution Date.

Distributions on this Certificate shall be made by FNMA or its paying agent by check mailed to the address of the Certificateholder of record, as specified in the Trust Indenture. Notwithstanding the above, the final distribution on this Certificate shall be made after due notice by FNMA of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office or agency maintained for that purpose by FNMA.

Reference is hereby made to the further provisions of this Certificate set forth on the reverse of this Certificate, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Certificate Registrar, by manual or facsimile signature, this Certificate shall not be entitled to any benefit under the Trust Indenture and Issue Supplement, or be valid for any purpose.

IN WITNESS WHEREOF, FNMA has caused this Certificate to be duly executed under its official seal.

FEDERAL NATIONAL
MORTGAGE ASSOCIATION

By_____
Chairman of the Board

Dated:

(SEAL)

Attest:

_____
Secretary

(FORM OF CERTIFICATE OF AUTHENTICATION)

This is one of the Certificates referred to
in the within-mentioned Trust Indenture
and Issue Supplement

FEDERAL RESERVE BANK OF NEW YORK, Certificate Registrar

[ ]

By_____
Authorized Officer

The Trust Indenture permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of FNMA and the rights of the Certificateholders under the Trust Indenture and the Issue Supplement at any time by FNMA with the consent of the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 66% of the Trust Fund. Any such consent by the Holder of this Certificate shall be conclusive and binding on such Holder and upon all future Holders of this Certificate and of any Certificate issued in exchange herefor or in lieu hereof whether or not notation of such consent is made upon this Certificate. The Trust Indenture also permits the amendment thereof or the amendment of the Issue Supplement, in certain limited circumstances, without the consent of the Holders of any of the Certificates.

The Certificates are issuable only as registered Certificates without coupons. As provided in the Trust Indenture and subject to certain limitations therein set forth, the transfer of this Certificate is registrable in the Certificate Register of FNMA upon surrender of this Certificate for registration of transfer at the office or agency maintained by FNMA for such purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to FNMA and the Certificate Registrar duly executed by, the Holder or such Holder's attorney duly authorized in writing, and thereupon (unless FNMA has established a book-entry method for the transfer of the Holder's Fractional Undivided Interest) one or more new Certificates of authorized denominations and for the same aggregate Fractional Undivided Interest will be issued to the designated transferee or transferees.

As provided in the Trust Indenture and subject to certain limitations therein set forth, Certificates are exchangeable for new Certificates (unless FNMA has established a book-entry method for the transfer of the Holder's Fractional Undivided Interest) evidencing a like aggregate Fractional Undivided Interest, as requested by the Holder surrendering the same. A service charge in an amount determined by FNMA shall be imposed for any registration of transfer or exchange of this Certificate and FNMA may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

FNMA and any agent of FNMA may treat the Person in whose name this Certificate is registered as the owner hereof for all purposes, and neither FNMA nor any such agent shall be affected by notice to the contrary.

The obligations created by the Trust Indenture and the Issue Supplement and the Trust Fund created thereby shall terminate upon (i) the later of the maturity and other liquidation of the last Mortgage Loan subject thereto and the disposition of all property acquired upon foreclosure of any Mortgage Loan, and (ii) the payment to Certificateholders of all amounts held by FNMA and required to be paid to them pursuant to the Trust Indenture and the Issue Supplement. The Trust Indenture permits, but does not require, FNMA to repurchase from the Trust Fund all Mortgage Loans at the time subject thereto and all property acquired in respect of any Mortgage Loan at a price equal to 100% of the aggregate Stated Principal Balances of such Mortgage Loans together with one month's accrued interest thereon at the Pass-Through Rate. The exercise of such right will effect early retirement of the Certificates. FNMA's right to repurchase is subject to the Pool Principal Balance of the Mortgage Loans at the time of repurchase being less than 10% of the initial Aggregate Amount of Pool on the Issue Date set forth on the face of this Certificate.

EXHIBIT B

FEDERAL NATIONAL MORTGAGE ASSOCIATION
(Fixed Rate Residential Mortgage Loans)

ISSUE SUPPLEMENT
TO
TRUST INDENTURE
DATED November 1, 1981
As Amended

Pool Number	Pool Principal Balance on the Issue Date
_____	$_____
Pass-Through Rate	**Issue Date**
_____%	_____, 19____

THIS ISSUE SUPPLEMENT accompanies and supplements a certain Trust Indenture, dated as of November 1, 1981, as modified and amended by a First Supplemental Indenture, a Second Supplemental Indenture, a Third Supplemental Indenture, a Fourth Supplemental Indenture, a Fifth Supplemental Indenture, a Sixth Supplemental Indenture, a Seventh Supplemental Indenture, and an Eighth Supplemental Indenture, dated as of February 15, 1982, October 1, 1982, August 1, 1983, May 1, 1984, July 1, 1984, May 1, 1985, August 1, 1986, and January 1, 1987, respectively, published by the Federal National Mortgage Association ("FNMA") and filed in the office of its Corporate Secretary at its principal office, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016. Certain words and phrases appearing herein, characterized by initial capital letters, are defined in such Trust Indenture and shall have the meanings so defined.

The collective terms of said Trust Indenture and this Issue Supplement govern the composition of the Pool identified by the Pool Number appearing above, the servicing of the Mortgage Loans comprising such Pool, the issuance and administration of Certificates related to such Pool, and all matters related thereto, and have no applicability to any other Pool.

FNMA, acting in its corporate capacity, does hereby transfer, assign, set over and otherwise convey to FNMA, acting in its capacity as Trustee for the Holders of Certificates evidencing beneficial interests in the Trust Fund established hereby, all of FNMA's right, title and interest in and to the Mortgage Loans identified in the attached Mortgage Loan Schedule, including all payments of principal and interest thereon received after the opening of business on the Issue Date (other than payments permitted to be retained by FNMA by the terms of the Trust Indenture).

FNMA, acting in its capacity as Trustee for the Holders of Certificates evidencing beneficial interests in the Trust Fund established hereby, acknowledges the transfer and assignment to it of the Mortgage Loans [or a Participation Certificate evidencing beneficial interests in the Mortgage Loans] and hereby declares that it will hold the same in trust for such Certificateholders on the terms in the Trust Indenture and in this Issue Supplement contained.

[Special provisions, if any, relating to the Trust Fund established by the Issue Supplement.]

IN WITNESS WHEREOF, the parties hereto hereby execute this Issue Supplement, as of the day and year first above written.

FEDERAL NATIONAL
MORTGAGE ASSOCIATION,
in its corporate capacity, and as
Trustee

By:_____

(Seal)

Attest:_____
Secretary

EXHIBIT C

CUSTODIAL AGREEMENT

Dated _____, 19____

To: Federal National Mortgage Association ("FNMA"), and

Re: Pool Purchase Contract No. _____ Dated _____, 19____ (Copy Attached)

_____

_____
("Lender")

THIS AGREEMENT, made as of the date appearing above by _____, a financial institution subject to supervision and regulation by the Comptroller of the Currency of the United States, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation (hereinafter called "Custodian"):

WITNESSETH:

Custodian understands that FNMA and Lender, identified above, are parties to the Pool Purchase Contract identified above which provides for the purchase by FNMA and the sale and servicing by the Lender of certain mortgage loans (hereinafter called "Mortgages").

On or before the Issue Date, Lender shall deliver to Custodian duly completed and executed copies of a Schedule of Mortgages (FNMA Form 2005), in triplicate originals, listing and describing all Mortgages purchased and sold pursuant to such Pool Purchase Contract.

Custodian further understands that on or before the Issue Date, Lender shall deliver to Custodian the following instruments with respect to each Mortgage listed on the Schedule of Mortgages:

- The original note evidencing the indebtedness, bearing endorsement in blank, without recourse, or the original bond evidencing the indebtedness, accompanied by a duly completed and executed assignment thereof in blank, without recourse;
- Duly completed and executed assignment to FNMA of the mortgage, deed of trust, or other security instrument in form suitable for recording but not recorded with respect to each Mortgage or a duly completed and executed power of attorney to FNMA to assign the Mortgages;
- The original mortgage insurance certificate with respect to each FHA Mortgage and the original VA Loan Guaranty Certificate with respect to each VA Mortgage as indicated by the listing of such Mortgage in the Schedule of Mortgages; and
- Duly completed and executed form of Security Release Certification (FNMA Form 2004) evidencing Lender's certification that no adverse security interest in and to such Mortgage is outstanding and that Lender shall convey no such interest.

NOW, THEREFORE:

In consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, Custodian agrees as follows:

1. Custodian shall review and examine the instruments, set forth above, promptly upon receipt thereof, and in the event that Custodian shall receive the instruments pertaining to all Mortgages listed in the Schedule of Mortgages, without exception, and shall determine that all such instruments conform, *prima facie,* with the specifications thereof set forth above, without exception, then Custodian (a) shall complete and execute the form of Custodian Certification appearing on the reverse side of the last page of each original Schedule of Mortgages, and (b) shall return two (2) such Schedules of Mortgages to the Lender specified herein.

2. Custodian shall hold all instruments received by it for the exclusive use and benefit of FNMA and shall make disposition thereof in accordance with instructions furnished by FNMA in writing, and not otherwise. Custodian shall segregate and maintain continuous custody

of all such instruments and shall hold such instruments in secure and fireproof facilities in accordance with customary standards for such custody, and at any reasonable time shall make all such instruments available to representatives of FNMA for examination.

Unless instructed to the contrary by FNMA, Custodian shall release any of the instruments to Lender from time to time as required for the purpose of servicing the related Mortgages. Custodian shall release any of such instruments upon receipt from the Lender of a duly completed and executed form of Request for Release of Documents (FNMA Form 2009) in triplicate originals, and shall not be responsible for disposition of any such instruments by the Lender. Custodian shall execute its acknowledgment of receipt of such form in the space provided therefor, and shall return one original to the Lender, shall forward one original to FNMA at the address specified thereon, and shall retain one original with the Mortgage file.

By execution of this Agreement, Custodian warrants that it shall hold no adverse interest, by way of security or otherwise, in any Mortgage listed in the Schedule of Mortgages, and hereby waives and releases any such interest which it may have in any such Mortgage as of the date and time of transfer and delivery of certain Mortgage Pass-Through Certificates by FNMA or its agent which evidence payment for the Mortgage listed upon the Schedule of Mortgages referred to herein.

IN WITNESS WHEREOF, Custodian has caused this agreement to be executed and delivered as of the date above stated.

Attest: _____ By: _____

_____ _____

(Title) (Title)

THIS NINTH SUPPLEMENTAL INDENTURE made, executed and published as of the 1st day of May, 2002, at Washington, D.C., by the Federal National Mortgage Association, a body corporate organized and existing under the laws of the United States, in its corporate capacity (the Federal National Mortgage Association, acting in such corporate capacity, being herein called "Fannie Mae") and in its capacity as trustee (the Federal National Mortgage Association, acting in such capacity as trustee, being herein called the "Trustee").

WITNESSETH

WHEREAS, Fannie Mae has heretofore executed and delivered to the Trustee a certain Trust Indenture, dated as of November 1, 1981, as modified and amended by a First Supplemental Indenture, dated as of February 15, 1982, a Second Supplemental Indenture, dated as of October 1, 1982, a Third Supplemental Indenture, dated as of August 1, 1983, a Fourth Supplemental Indenture, dated as of May 1, 1984, a Fifth Supplemental Indenture, dated as of July 1, 1984, a Sixth Supplemental Indenture, dated as of May 1, 1985, a Seventh Supplemental Indenture, dated as of August 1, 1986, and an Eighth Supplemental Indenture, dated as of January 1, 1987 (the "Trust Indenture"), establishing and creating a program for the issuance of Guaranteed Mortgage Pass-Through Certificates evidencing Fractional Undivided Interests in Pools containing fixed rate residential Mortgage Loans; and

WHEREAS, Section 11.01 of the Trust Indenture provides that Fannie Mae and the Trustee may enter into an indenture supplemental thereto without the consent of Certificateholders in order to supplement any provisions in the Trust Indenture as Fannie Mae may deem necessary or desirable and as shall not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of such indenture supplemental thereto; and

WHEREAS, Fannie Mae deems it desirable to supplement the Trust Indenture to make the following modifications thereto; and

WHEREAS, Fannie Mae has determined that the modifications proposed to be effected do not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of this Ninth Supplemental Indenture.

NOW, THEREFORE, Fannie Mae and the Trustee do hereby declare and establish this Ninth Supplemental Indenture to amend and modify the Trust Indenture as follows:

ARTICLE ONE

AMENDMENTS

Section 1.01. Amendments to Section 10.01 of the Trust Indenture. (a) Section 10.01 of the Trust Indenture is amended by deleting from the heading thereof the words "*Repurchase by FNMA or*" and by deleting from the first paragraph of Section 10.01 the following:

> "(i) the repurchase by FNMA of all Mortgage Loans and all Mortgaged Property acquired in respect of any Mortgage Loan remaining in the related Trust Fund at a price equal to 100% of the Stated Principal Balance of each Mortgage Loan and 100% of the Stated Principal Balance of each Mortgage Loan respecting which any such Mortgaged Property was acquired (the Stated Principal Balance, in each case, being the Stated Principal Balance at the Distribution Date next preceding the Distribution Date on which proceeds of repurchase are distributed) plus one month's interest thereon at the Pass-Through Rate applicable to the related Pool, or (ii)".

(b) Section 10.01 of the Trust Indenture is also amended by deleting the following paragraph:

> "The right of FNMA to repurchase all Mortgage Loans pursuant to (i) above shall be conditioned upon the Pool Principal Balance at the time of repurchase being less than 10% of the initial Pool Principal Balance."

(c) Section 10.01 of the Trust Indenture is also amended by deleting from the second sentence of the third paragraph thereof the following:

> "(which final payment shall, in the case of a repurchase pursuant to (i) above, be in the amount of the repurchase price calculated pursuant thereto and shall not include any proceeds of Mortgage Loans otherwise distributable on such Distribution Date)".

Section 1.02. Amendment to Exhibit A. Exhibit A to the Trust Indenture is amended by deleting from the fifth paragraph of the Form of Certificate of Authentication the following:

> "The Trust Indenture permits, but does not require, FNMA to repurchase from the Trust Fund all Mortgage Loans at the time subject thereto and all property acquired in respect of any Mortgage Loan at a price equal to 100% of the aggregate Stated Principal Balances of such Mortgage Loans together with one month's accrued interest thereon at the Pass-Through Rate. The exercise of such right will effect early retirement of the Certificates. FNMA's right to repurchase is subject to the Pool Principal Balance of the Mortgage Loans at the time of repurchase being less than 10% of the initial Aggregate Amount of Pool on the Issue Date set forth on the face of this Certificate."

Section 1.03. Amendments to Exhibit B. Exhibit B to the Trust Indenture is amended by adding a reference to the Ninth Supplemental Indenture, dated as of May 1, 2002.

ARTICLE TWO

MISCELLANEOUS PROVISIONS

For all purposes of this Ninth Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Ninth Supplemental Indenture and defined in the Trust Indenture have the meanings specified in the Trust Indenture.

This Ninth Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Trust Indenture, and shall form a part thereof, and the Trust Indenture, subject to the provisions in this Ninth Supplemental Indenture, is hereby confirmed.

This Ninth Supplemental Indenture shall be construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, the parties hereto hereby execute this Ninth Supplemental Indenture, as the day and year first above written.

FEDERAL NATIONAL MORTGAGE ASSOCIATION,
in its corporate capacity and as Trustee

[SEAL]

By: /s/Ann M. Kappler
Ann M. Kappler
Senior Vice President
and General Counsel

Attest:

Assistant Secretary

February 19, 2021

The Honorable Jeri A. Roseneau
Clerk of Court
Beaufort County Courthouse
Post Office Box 1128
Beaufort, SC 29901-1128

2021 FEB 19 PM 2:43
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

RE: Wilmington v. Field
2019-CP-07-02279

Dear Ms. Roseneau,

Enclosed please find an original of the the **(corrected)** Summons and **(corrected)** Caption Page for the filing that was **hand-delivered on Friday, February 19, 2021** for the following:

1). **(Corrected) THIRD-PARTY SUMMONS** (two pages); and
2). **(Corrected Caption) ANSWER, COUNTERCLAIMS AND THIRD-PARTY COMPLAINT** (one page)

Please replace and attach the corrected Summons and replace the replace the first page of the ANSWER with the corrected Caption page, everything else in ANSWER, COUNTERCLAIMS AND THIRD-PARTY COMPLAINT that was hand-delivered on Friday, February 19, 2021 is the same.

Due to quarantining of the mail which causes a delay in the filing, it is difficult to track the status of our filings, **please time stamp the filing as of February 19, 2021** as that was when we hand-delivered the filing to the court.

Thank you for your attention to this matter. If you have any questions, please do hesitate to contact us.

Sincerely,

Rex Field

Rex A. Field
PO Box 975
St. Helena, SC 29920
(803)-609-0410
cyberport@protonmail.com

ELECTRONICALLY FILED - 2020 Mar 11 2:12 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust	**IN THE COURT OF COMMON PLEAS**
	C/A No: 2019-CP-07-02279
Plaintiff	NOTICE: SCSC ADMINISTRATIVE ORDER ALL PROCEEDINGS STAYED ; AFFIDAVIT
vs.	
Rex A. Field, Tracy L. Field	(Jury Trial)
Defendants	

PLEASE TAKE NOTICE THAT, by virtue of the South Carolina Supreme Court Administrative Order No. 2009-05-22-01 ("Order"), ***"All proceedings in the foreclosure action shall be stayed until completion of such foreclosure intervention"*** (emphasis added). Pursuant to the Order, the Defendants timely and properly requested Foreclosure Intervention. Foreclosure intervention has not been completed in the above-captioned action. All proceedings are stayed until Plaintiff's compliance with the Order and certification of completion of foreclosure intervention. Pursuant to the Order, the deadline for the Defendants to file an Answer to the Complaint or otherwise respond has not expired. The Defendants deadline is (30) thirty days after the certification of the conclusion of foreclosure intervention, and in this case, after the conclusion of Mediation/ADR for foreclosure intervention relating to the deadline to file an Answer; Motions; Defenses and Objections; Counterclaims; Cross-claims; and/or Third-party complaints relating to necessary and/or indispensable parties. The parties are to pursue foreclosure intervention pursuant to the Order and/or Mediation/ADR relating to foreclosure intervention. All proceeding are stayed pending the completion of foreclosure intervention and an additional (30) thirty days for the Defendants to file an answer or otherwise respond, if necessary.

Certificate of Service and Affidavit included

ELECTRONICALLY FILED - 2020 Mar 11 2:12 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

PLEASE TAKE FURTHER NOTICE THAT Defendants have timely and properly preserved their right to a trial by jury and the Defendants have not waived their right to a trial by jury. Further, pending *In the Court of Common Pleas (Circuit Court)* are three of the Defendants' motions, the Plaintiff has not objected, opposed, or otherwise responded to any of the Defendants' Motions relating to Motion for Mediation/ADR for Foreclosure Intervention, Motion to Vacate Order of Reference, and Motion for the Case to be heard by Jury. Pursuant to the Order, the Defendants are not required to file an answer to the Complaint at this time.

Given the procedural posture of this case, any proceeding scheduled in this matter would be untimely, improper, and in violation of the South Carolina Supreme Court Administrative Order 2009-05-22-01.

WHEREFORE, Defendants respectfully requests that this Honorable Court, Clerk of Court, and the Plaintiff take notice that all proceedings are stayed pursuant to the Order.

AFFIDAVIT

Personally appeared before me, the undersigned Notary Public duly authorized to administer oaths, Rex A. Field and Tracy L. Field, who after being duly sworn deposes and states that they are authorized to make this verification on behalf of themselves and the statements and evidence are true and correct based upon his personal knowledge.

This day, March 11, 2020 Rex A. Field Tracy L. Field

Sworn before me, this 11th day of March, 2020

Notary Public
State of South Carolina
Beaufort County

HANNAH N. MATOSQUINONES NOTARY PUBLIC SOUTH CAROLINA EXP. 08/21/2028

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

2020 MAR 16 PM 2:43

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

BEAUFORT COUNTY, S.C. CLERK OF COURT

IN THE COURT OF COMMON PLEAS

C/A No: 2019-CP-07-02279

Plaintiff

vs.

NOTICE OF MOTION AND MOTION FOR RELIEF FROM ORDER OF REFERENCE PURSUANT TO SCRCP RULE 60; AFFIDAVIT

Rex A. Field, Tracy L. Field

Defendants

The Honorable Marvin H. Dukes, III

(Jury Trial)

COMES NOW Rex A. Field and Tracy L. Field ("Defendants") pursuant to SCRCP Rule 60 hereby move this Court for relief from the Clerk of Court's ***Order of Reference*** filed on October 17, 2019. This Rule 60 Motion for Relief from Order of Reference is also filed pursuant to SCRCP Rule 60(b)(1), Rule 60(b)(3), Rule 60(b)(4), Rule 3(a), Rule 38(b), Rule 40, and Rule 53, including, but not limited to, the right to trial by jury in any proceeding so triable in this case, and *due process* as declared by the Constitution or as given by a statue of South Carolina or under Federal law (the "Motion").

The grounds for this Motion for Relief from Order of Reference (October 17, 2019) and Relief from Final Hearing (March 26, 2020) are as follows:

1. The Order of Reference ("Order") is not properly before the Court and **the Order of Reference is invalid, null and void.** (emphasis added) The Plaintiff filed the Proposed Order with the Court before the commencement of the above caption case and the Clerk of Court signed the Order of Reference before the Summons and Complaint was served on the Defendants. The Plaintiff did not serve the Defendants the Proposed Order that was filed with the Clerk of Court nor was the Order of Reference that was signed by the Clerk of Court ever served on the

Defendants. At the time the Clerk of Court signed and filed the Order of Reference the Clerk of Court and the Court lacked jurisdiction to sign and file the Order of Reference. The Clerk nor the Court had jurisdiction and the Court was not authorized and did not have the power to render an Order of Reference in this case, a case that had not yet commenced. Consequently, the Master in Equity ("MIE") with an invalid Order of Reference does not have the authority to schedule a Final Hearing for March 26, 2020 because the basis for the Final Hearing is based upon an Order of Reference that was not authorized and was procured without having jurisdiction. The Final Hearing scheduled for March 26, 2020 is without authority and/or jurisdiction because it is based upon an Order of Reference that is invalid, null and void. The Defendants do not waive their rights to jurisdictional matters, do not waive their right to subject matter jurisdiction, and object to the MIE hearings scheduled on March 24, 2020 and the Final Hearing scheduled for March 26, 2020. Given that the Order of Reference is invalid, null and void, the MIE does not have jurisdiction and does not have the power to render any particular judgment requested.

2. On October 11, 2019, unbeknownst to Defendants, the Plaintiff filed with the Court the above-captioned Summons and Complaint against the Defendants. At the time of the filing, the Defendants were completely unaware that a Summons and Complaint had been filed.
3. On October 16, 2019, unbeknownst to Defendants, the Plaintiff filed a Proposed Order of Reference, the Court docket shows "Order/Order Cover Sheet $25.00", the online court docket does not show the actual document, the Defendants were completely unaware that a Motion Order Cover sheet had been filed. Further, on October 16, 2019, the Plaintiff filed a Proposed Order online as "NEF(10-16-2019 11:54:28 AM) Proposed Order/Referred to M...," the court docket does not show the actual Proposed Order document, the Defendants were completely unaware that a Proposed Order of Reference/Motion Order Form had been filed. The Plaintiff filed the Proposed Order of Reference/Motion Order Form for the Clerk of Courts' signature.

The Defendants object to the Plaintiff's Proposed Order because the Plaintiff failed to serve the Proposed Order of Reference, and to date, the Defendants have not seen or been served the Proposed Order of Reference/Motion Order Form. At the time of the Plaintiff's Proposed Order of Reference/Motion Order filing (10/16/2019), the Summons and Complaint had not yet been served on the Defendants. As of October 16, 2019, the day the Proposed Order of Reference was filed by the Plaintiff, **the above-captioned case had not yet commenced and the Court had no jurisdiction pursuant to SCRCP 3(a) states that a civil action is commenced by the filing and service of a summons and complaint.** (emphasis added). The above-captioned Complaint did not commence until October 22, 2019 when one of the Defendants was served. The jurisdiction of the circuit court did not vest in the circuit court until the Plaintiff served the Summons and Complaint on the Defendants on October 22, 2019. Thus, the commencement date of the action is on October 22, 2019, not (5) five or (6) six days earlier on October 16, 2019 or October 17, 2019. The Plaintiff and the Clerk of Court knew or should have known that the Proposed Order of Reference and the signed Order of Reference by the Clerk of Court before the case commenced would be untimely, improper, null and void, a surprise to the Defendants, and is extrinsic fraud upon the Court and the Defendants. The Summons and Complaint was filed with the Court on October 11, 2019, nonetheless, **the service of the summons and complaint did not effectuate the commencement of the case until October 22, 2019 pursuant to SCRCP Rule 3** (emphasis added)

4. On October 16, 2019 at 4:43pm, the Plaintiff's Proposed Order was filed. The very next morning at 8:15am, October 17, 2019, unbeknownst to Defendants, the Clerk of Court electronically signed the Order of Reference, the Defendants were not notified or served the Order of Reference. The same day, (10/17/2019) the Clerk of Court sent "*Certificate of Electronic Notification to James Page - Notification transmitted on 10-17-2019 12:16:08 PM.*" stating that the Defendants must be served by traditional means. The Defendants object to the

Order of Reference because neither the Clerk of Court nor the Plaintiff have served the Proposed Order, the signed Order of Reference or any other notices relating to the Order of Reference. The Order of Reference was not served at all on the Defendants, thus the Order of Reference is not properly before the Court. The Defendants object to the Order of Reference is invalid, null and void and the MIE does not have jurisdiction or authority to enforce a void Order.

5. On October 22, 2019, the Plaintiff commenced the above-captioned case by service of process on the Defendants via the ***Summons and Complaint.***
6. On October 22, 2019, on the day of the commencement of the case, the Defendants filed ***"Demand for Jury Trial"***.
7. On October 29, 2019, *Homeowner Defendants* filed ***"Notice of Appearance as of October 22, 2019"***
8. *On November 18, 2019, Homeowner Defendants* filed ***"Motion for Case to be Heard by Jury Pursuant SCRCP Rule 38(b)"***
9. On November 20, 2019, filed this ***"Motion to Vacate Order of Reference; Rule 38(b)"***
10. The Court docket shows that the Plaintiff, in conjunction with the Clerk of Court, filed the ***Order of Reference*** on October 17, 2019 before the commencement of the case on October 22, 2019 when the Defendants were served the *Summons and Complaint* and (43) forty-three days before the expiration of time for the Defendants to answer or otherwise respond to said Summons and Complaint on or before November 21, 2019. At the time of the filing of this Motion, the time has not expired to file an answer or otherwise respond the Complaint, thus, the Defendants have not filed an answer or otherwise responded to the Plaintiff's Complaint.
11. The Plaintiff prepared a Proposed *Order of Reference* (October 16, 2019) referring the case to the MIE which the Clerk of Court adopted and signed on October 17, 2019, before the commencement of the action on October 22, 2019, the Defendants have not received notice of

the Motion for *Order of Reference,* have not received notice of the *Proposed Order of Reference,* and have not received a signed copy of the signed *Order of Reference.*

12. The Clerk of Court has erred in ordering a mandatory reference, including, but not limited to violation of SCRCP Rule 3(a), violation of Rule of Rule 53(b), foreclosure of Defendants rights to *due process* as declared by the Constitution and a jury trial, and the foreclosure of Defendants *due process* rights in circuit court. South Carolina Rule of Civil Procedure 53(b) authorizes the circuit court to refer an action to a master-in-equity (1) by consent of the parties, (2) if there is a default, (3) in actions with complicated issues to be tried before a jury, and (4) in all other actions, upon application of any party or upon the court's motion. The Defendants did not consent to a reference and there was no default. Thus, the question becomes whether the case involves complicated issues to be tried before a jury or whether the action is equitable, permitting either party or the court to move for reference. Given a Stay pursuant to Foreclosure Intervention, the Defendants have not yet answered the Complaint or otherwise responded, thus, it is premature to determine the type of action and this case should remain in Circuit Court. If the issues are complicated, a case may be referred to a master for the limited purpose of making factual findings to be received by the circuit court as evidence only. The record before us indicates that the action was referred to the master for final adjudication and provides for appeal, if any. The Clerk of Court's invalid, untimely, and premature referral via Order of Reference to the MIE was improper under the circumstances of this case.

13. The right to a jury trial is expressly preserved by SCRCP 38(a). This Rule states: The right of trial by jury as declared by Constitution or as given by a statute of South Carolina shall be preserved *139 to the parties inviolate. Under Rule 38(a), the Defendants are expressly entitled to a jury trial unless they waive that right. The record before this Court does not reflect a waiver. The procedure for demanding a jury trial is set forth in SCRCP 38(b) as follows: Any party may demand a trial by jury of an issue triable of right by a jury by serving upon the other

parties a demand therefor in writing **at any time after the commencement of the action** and not later than 10 days after the service of the last pleading directed to such issue. Such demand may be endorsed upon a pleading of the party.

14. At a minimum, Defendants have ten days after service of their answer, in which to demand a jury trial. However, the case was referred by the Clerk of Court on October 17, 2019, **(5) five days prior the commencement of the case** and (43) forty-three days prior to the theoretical first deadline to answer or otherwise respond. The time to answer Complaint has not expired.
15. The Clerk of Court's premature and invalid ***Order of Reference*** deprived the Defendants of their right to a jury trial as provided under Rule 38(a).
16. The failure of the Plaintiff and/or the Clerk of Court to give Defendants notice and service of process of the Motion for the Proposed Order of Reference deprives the court of jurisdiction (Clerk of Court) to entertain a motion for a proposed Order of Reference and rendering the resulting Order of Reference void.
17. The Clerk of Court lacked jurisdiction to refer the case via Order of Reference because the case had not yet commenced at the time the Order was signed and filed rendering the Order void.
18. The Order of Reference is void, frivolous, baseless and is without merit.

This Motion is further based on the pleadings, affidavits, and other documents filed in this case, the South Carolina Rules of Civil Procedure, the applicable statutory and case law of South Carolina, and any memorandum of law or other supporting materials to be submitted prior to, at, or subsequent to a hearing on this Motion.

The Defendants intend that neither this Motion nor any previous or later appearance, pleadings, claim, or suit shall waive to the right to answer the Complaint or otherwise respond within (30) thirty days after the conclusion of Foreclosure Intervention and/or (30) thirty days after the conclusion of Mediation/ADR including, but not limited to the right to Mediation/ADR, the

right to Foreclosure Intervention pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01, or any other rights, claims, action, and defenses, to which said Defendants are or may be entitled, in law or in equity, all of which rights, claims, actions, defenses said Defendants expressly reserves.

WHEREFORE, Defendants pray for relief from the Order of Reference and relief from the Final Hearing scheduled in Master in Equity for March 26, 2020 and seek an order from this Court deeming the Order of Reference null and void and remand the case back to Circuit Court and any other relief that is just and proper.

AFFIDAVIT

Personally appeared before me, the undersigned Notary Public duly authorized to administer oaths, Rex A. Field and Tracy L. Field, who after being duly sworn deposes and states that they are authorized to make this verification on behalf of themselves and the statements and evidence are true and correct based upon his personal knowledge.

This day, March 16, 2020 Rex A. Field Tracy L. Field

Sworn before me, this 16h day of March, 2020

1/15/30
Notary Public
State of South Carolina
Beaufort County

JULIA FLORES NOTARY PUBLIC MY COMMISSION EXPIRES 1/15/2030 SOUTH CAROLINA

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust	IN THE COURT OF COMMON PLEAS C/A No: 2019-CP-07-02279
Plaintiff	**MOTION FOR CONTINUANCE OF TRIAL; OBJECTIONS; AFFIDAVIT**
vs.	
Rex A. Field, Tracy L. Field Defendants	*The Honorable Marvin H. Dukes, III* (Jury Trial)

YOU WILL PLEASE TAKE NOTICE that Rex A. Field and Tracy L. Field (hereinafter "the Defendants") hereby moves before this Court pursuant to all of the applicable South Carolina Rules of Civil Procedure ("SCRCP"), and Bateman and Rouse, 358 S.C. 667, 596 S.E.2d 386 (Ct. App.) as well as all other applicable law, for a dismissal of the above-captioned case for lack of jurisdiction or in the alternative, for an Order in the above captioned case continuing any bench trial scheduled for September, 29, 2020 before The Honorable Marvin H. Dukes, III, as Master in Equity for Beaufort from 9:00am to 5:00pm via Webex meeting invitation, the requested continuance is to allow time for the initiation of hearings and/or reconsideration and/or initiation of appeal of proceedings to the South Carolina Court of Appeals or directly to The South Carolina Supreme Court.

It appears that in the Court record that a one-sided email sent to opposing counsel, Bell Carrington Price & Greg, LLC, J. Martin Page, on August 6, 2020. **No notice of the scheduled Final Hearing/Bench Trial was sent to the Defendants from opposing counsel or the from Court at that time.** On Thursday at 2:04pm, September 3, 2020, (28) twenty-eight days later, the Thursday before the three day Labor Day holiday weekend, opposing counsel filed electronically with the Court "Notice of

Hearing & Certificate of Mailing" holding a Final Hearing for Foreclosure, attached in the filing was a copy of the Judge Dukes email dated August 6, 2020 Webex Teleconference meeting invitation. On or about September 3rd, was the first time that the Defendants were noticed about a Final Hearing via US regular mail about a final hearing scheduled for September 29, 2020. Thus, Plaintiff's counsel allowed approximately 28 days to lapse# before opposing counsel jammed the Defendants with a scheduling notice for an (8) eight hour Bench Trial/Final Hearing to be held on September, 29, 2020. Thus, September 8, 2020, being the first business day after the Labor Day weekend, leaving approximately three weeks to file any motions, any objections and/or time to prepare to defend the action, including noticing and briefing (4) four of the Defendants motions, none of which the Plaintiff has responded to, and defending (1) one Plaintiff motion, in addition to defending a Bench Trial over Teleconference. The Plaintiff had the luxury of one-sided communication with the Court and had no right to squander (28) days of the Defendants time to prepare and defend the case. The Plaintiff has established a pattern of no notices, improper notices, and/or delayed notices thus prejudicing the Defendants. **There have been no hearings in this case. The Defendants object to a Teleconference as a mode of trial, object to a bench trial as a mode of trial, and Defendants do not waive their rights to in person hearings, and Defendants do not waive their right to trial by jury.**

The Defendants hereby incorporate the entire Court record into this Motion/objection, including the Defendants (4) four motions, and all Notices, Affidavits, exhibits, and filings.

The Defendants must state at the outset that they do not consent to a bench trial and expressly object to a bench trial in this matter, as clearly outlined in the pending motions, and Defendants are expressly **not waiving** subject matter jurisdiction or any other jurisdictional issue; Defendants are not waiving any "substantial rights"; Defendants are not waiving any rights to a jury trial; Defendants are not waiving any rights afforded under The United States Constitution, The South Carolina Constitution, The South Carolina Supreme Court Administrative Orders, case law, or codified through any state or federal statue. Defendants reserve the right to immediately appeal any immediately appealable order to

the South Carolina Court of Appeals or directly to the South Carolina Supreme Court. "In a well-established exception to the general rule, we repeatedly have held that the denial of a party's right to a particular mode of trial is immediately appealable as a substantial right under Section 14-3-330(2). See Flagstar Corp. v. Royal Surplus Lines, 341 S.C. 68, 72, 533 S.E.2d 331, 333 (2000) **("Pursuant to § 14-3-330(2), this Court has held on numerous occasions that when a trial court's order deprives a party of a mode of trial to which it is entitled as a matter of right, such order is immediately appealable.")** (listing cases); Creed v. Stokes, 285 S.C. 542, 331 S.E.2d 351 (1985) (order referring case to master in equity affects the mode of trial, a substantial right, and party waived his objection to the reference and his right to jury trial by failing to immediately appeal the order); Bateman v. Rouse, 358 S.C. 667, 675, 596 S.E.2d 386, 390 (Ct. App. 2004) (purpose of immediate appeal on right to particular mode of trial is to preserve party's constitutional right to trial by jury which would otherwise be lost.)" ..."We further conclude, as we have with regard to the right to a particular mode of trial, an order granting a motion to disqualify a party's preferred attorney *must* be immediately appealed or any later objection in a subsequent appeal will be waived. Cf. Flagstar Corp., 341 S.C. at 72, 533 S.E.2d at 333 (party is required to immediately appeal if denied a mode of trial to which he is entitled as a matter of right, and failure to do so forever bars appellate review of the issue)." **The clerk's Order of Reference is immediately appealable**. *Also see Court of Appeals ruling dated April 26, 2017 "South Carolina Community Bank vs. Salon Proz, LLC.* In addition to the Order of Reference being immediately appealable, the Defendants have properly filed a Demand for Jury Trial on October 22, 2019 and have filed four pending motions, 1). *Motion to be Heard By Jury* 2). *Motion To Vacate Order of Reference* 3.) *Motion for Mediation for Foreclosure Intervention* 4). *Motion for Relief from Order Rule 60* and the Plaintiff has one pending motion 1). Motion to Strike Defendants' Demand for a Jury Trial.

PLEASE TAKE FURTHER NOTICE that Defendants' Jury Trial Demand and three of the Defendants motions (1,2, &4) would be immediately appealable if denied, and the Plaintiff's Motion to Strike

Defendants Demand for a Jury would be immediately appealable if granted because the court's order would deprive the Defendants of a mode of trial to which it is entitled as a matter of right, depriving Defendants of a substantial right.

PLEASE TAKE FURTHER NOTICE that the Plaintiff's counsel has failed to comply with The South Carolina Supreme Court Order 2020-04-30-02, pursuant to the Order, states..." IT IS FURTHER ORDERED that **the judge shall require the person** or entity pursuing eviction or foreclosure to certify in writing that the real estate at issue is not subject to the limitations and requirements of the **federal Coronavirus Aid, Relief, and Economic Security Act.** If the real estate is subject to the restrictions of the Coronavirus Aid, Relief, and Economic Security Act, the eviction or **foreclosure proceeding shall terminate without any action taken."** The Court record shows that Plaintiff's counsel has failed to certify in writing that the real estate at issue is not subject to the restrictions of the Coronavirus Aid, Relief, and Economic Security Act, thus, foreclosure proceeding shall terminate without any action taken. Plaintiff's counsel has developed a pattern of not complying with The South Carolina Supreme Administrative orders. Defendants grounds for a continuance, objections, and/or a dismissal are as follows:

1. The aforementioned "foreclosure hearing" i.e. bench trial has been scheduled in Master-in-Equity on September 29, 2020 via Webex Teleconference, Defendants were not noticed on this bench trial until on or about September 3, 2020. The aforementioned motions have not been scheduled to be heard.
2. The Order of Reference is immediately appealable.
3. If the Plaintiff's Motion to Strike Demand for Jury is granted, or if the Defendants motions to return this case to the general docket are denied, such a ruling will be immediately appealable and must be immediately appealed by the Defendants in order for the Defendants' right to appeal to be preserved.
4. If any of these motions are decided against the Defendants, the Defendants will likely seek

reconsideration and appeal those rulings.

5. The South Carolina Court of Appeals has previously noted that it is error for a court to proceed to hold a bench trial without allowing time for an appeal of a rulings from the trial court that a litigant does not have a right to a jury trial. Bateman. 358 S.C. At 390.
6. Furthermore, it is in the interest of judicial economy and efficiency for all reconsideration and appeal proceedings to run their course before any trial is had.
7. There is good cause for continuance.
8. The Defendants object to the clerk's Order of Reference ("Order") in its entirety. This Order was fraudulently obtained without jurisdiction, without authority, and without Notice to the Defendants. The Clerk of Court in Beaufort County, SC referred the above-captioned case to the Master-in Equity ("MIE") via Order before the case commenced.
9. Pursuant to SCRCP Rule 3(a) A civil action is commenced when the summons and complaint are filed with the Clerk of Court **AND the summons and complaint are served.**
10. In this case, the clerk referred the case to the MIE via the Order on October 17, 2019, the Defendants were served the Summons and Complaint on October 22, 2019. The clerk, without jurisdiction and/or authority, attempted to commence the civil action in MIE, which was improper because the Master-in-Equity is only a court of referral or agreement. The Court of Common Pleas through an Order of Reference is the only way a case comes before the Master-n-Equity, parties may not initiate action in the Master's Court. In the Court of Common Pleas, the Circuit Court would have to obtain jurisdiction first via SCRCP Rule 3 and proper Notice, and then, if appropriate, refer the case to the MIE. **The Court of Common Pleas never obtained jurisdiction because the action had not commenced in the Court of Common Pleas before the Clerk of Court transferred the case via Order of Reference to the Master-in-Equity.** As such, the action could not ever, should not ever, or would not ever commence in Master-in Equity and the MIE could not possibly obtain jurisdiction **before** the Court of

Common Pleas, likewise, the action never commenced in Common Pleas because it was improperly referred to MIE before Common Pleas Court obtained jurisdiction, thus, the Master-in-Equity has no jurisdiction because the case was referred with a **void** Order. Without the Common Pleas obtaining jurisdiction before the case was referred, the clerk's improper void referral caused both the Court of Common Pleas and the MIE to **not** have jurisdiction. Consequently, the clerk having had no jurisdiction and/or no authority to refer the case to the Master-in-Equity ("MIE") before the case commenced and without notice, the resulting **Order of Reference is VOID.** A void order is an order issued without jurisdiction and is void ab initio and does not have to be declared void by a judge to be void. **Only an inspection of the record of the case showing that the Clerk of Court was without jurisdiction or violated a person's due process rights, or where fraud was involved in the attempted procurement of jurisdiction, is sufficient for an order to be void.** In instances herein, the law has stated that the orders are void ab initio and not voidable because they are already void. **Black's Law Dictionary:** "Void judgment. One which has has no legal force or effect, invalidity of which may be asserted by any person whose rights are affected at any time and at any place directly or collaterally. One which from its inception is and forever continues to be absolutely null, without legal efficacy, ineffectual to bind parties or support a right, of no legal force and effect whatever, and incapable of confirmation, ratification, or enforcement in any manner or to any degree. Judgment is a "void judgment" if court that rendered judgment lacked jurisdiction of the subject matter, or of the parties, or acted in a manner inconsistent with due process.

11. Defendants properly filed a Demand for a Jury Trial on October 22, 2019, Defendant's have a pending motion to transfer the case to the general jury docket. Defendants object to a bench trial because they have not waived their right to a jury trial.
12. Defendants object because the clerk of court lacked the authority to refer the case to the Master-in-Equity, if the clerk had the authority to refer the case, the clerk erred in doing so, and a return

to the jury docket is required because the defendants properly demanded a jury trial.

13. Defendants object because there is a STAY on the case pursuant to The South Carolina Administrative Order 2009-05-22-01 for Foreclosure Intervention ("Order"), and Defendants are not required to file an Answer to the Complaint or otherwise respond until 30 days after opposing counsel files certification with the Court that Foreclosure Invention has been completed. To date, opposing counsel has failed to comply with The SC Supreme Court Order, thus a **STAY** remains on the case.

14. The Defendants object to the Order of Reference and object to the scheduled bench trial because the Defendants are not in default in the case, Defendants have not consented to the Order of Reference, Defendants have not consented to a bench mode of trial, Defendants have not consented to MIE jurisdiction, Defendants have not been served written Notice of the Order of Reference, and Defendants have not waived their rights to due process or a jury trial.

15. Defendants object because Master-in-Equity has no jurisdiction in this matter, the Order of reference is void, and the Defendants have expressly preserved their rights of due process and properly demanded a jury trial, which may be demanded at any time after the commencement of an action. **Nothing in the Court record shows Defendants ever received the Order of Reference or any notice of its filing, and the case was referred by the Clerk of of Court before the commencement of the action without jurisdiction and/or authority.**

16. Defendants have not waived their right to a jury trial, nothing in the record demonstrates Defendants ever received notice of the order's entry or that Defendants otherwise voluntarily relinquished the right to a jury trial. No waiver of the right to a jury trial has occurred following the Defendants proper jury demand.

17. Defendants object because Clerk of Court lacked the authority to refer the case. Rule 53(b), SCRCP, states in relevant part, "In an action where the parties consent, in a default case, or an action for foreclosure, some or all of the causes of action in a case may be referred to a master

or special referee by order of a circuit judge or the clerk of court. In all other actions, the circuit court may, upon application of any party or upon its own motion, direct a reference of some or all of the causes of action in a case. **Any party may request a jury pursuant to Rule 38 on any or all issues triable of right by a jury and, upon the filing of a jury demand, the matter shall be returned to the circuit court."** Rule 38(b), SCRCP, states, "Any party may demand a trial by jury of any issue triable of right by a jury by serving upon the other parties a demand therefor in writing **at any time after the commencement of the action** and not later than 10 days after the service of the last pleading directed to such issue. Such demand may be endorsed upon a pleading of the party." Rule 39(a), SCRCP, provides, "When trial by jury has been demanded as provided in Rule 38, the action shall be designated upon the calendar and the clerk's filebook as a jury action. The trial of all issues so demanded shall be by jury, unless (1) the parties or their attorneys of record, by written stipulation filed with the court or by an oral stipulation made in open court and entered in the record, consent to trial by the court sitting without a jury or (2) the court upon motion or its own initiative finds that a right of trial by jury of some or all of those issues does not exist." Defendants made a valid jury demand. See Rule 38(b), SCRCP (stating a party may serve a jury demand "not later than 10 days after the service of the last pleading" or the demand "may be endorsed upon a pleading of [a] party").

18. Because of Defendants valid jury demand, Rule 39 provides the action should have been designated as a jury action in the clerk's filebook unless the parties consented otherwise or the court found the right to a jury trial did not exist. Despite the lack of notice, knowledge, consent, or default by the Defendants, a court finding, or a hearing on the matter, and without having jurisdiction or authority, the clerk signed opposing counsel's proposed order referring the case before the commencement on the above-caption case. Admittedly, Rule 53(b) states that in a foreclosure action "some or all of the causes of action in a case may be referred to a master by order of the clerk of court." However, the clerk does not retain this power to refer a case before

the commencement of an action, without jurisdiction, and/or without notice. To hold otherwise would give the clerk the power to refer every case to the Master-in-Equity before a case commences without jurisdiction, without authority, without notice, without consent, without a default, without due process, such an interpretation is nonsensical.

19. South Carolina is a judicial foreclosure state, in the above captioned action, the clerk bypassed The Court of Common Pleas entirely depriving the Defendants of due process and substantial rights. The clerk should not have referred the case before the case commenced, without notice, and without a proper legal and procedural basis. Because Defendants have properly demanded a jury trial, the clerk has erred in denying Defendants request to transfer the case to the jury docket.

20. Defendants object to a bench trial because the Defendants were denied due process, Defendants are not waiving their rights to due process.

21. Defendants Defenses and Counterclaims have not been filed because there is a STAY on the case pursuant to The South Carolina Supreme Court Administrative Order 2009-05-22-01 relating Foreclosure Intervention and the Defendants have 30 days after opposing counsel files certification of completion to file an Answer and/or otherwise respond. Opposing counsel's preemptive proposed Order and the clerk's Order, has deprived the Defendants of due process, deprived the Defendants the STAY pursuant to Foreclosure Intervention,

22. Defendants are being deprived of their rights and protections pursuant to The South Carolina Supreme Court Order 2020-03-18-01 relating to the foreclosure moratorium, and states on March 18, 2020: *"**I FURTHER ORDER** a moratorium in Master-in-Equity courts statewide on foreclosure hearings, foreclosure sales, writs of assistance and writs of ejectments, nor should Masters-in-Equity proceed in any other manner regarding foreclosures until directed by subsequent order by the Chief Justice."* This SCSC Order was superseded by 2020-04-30-02, on April 30, 2020 states ..."***IT IS FURTHER ORDERED** that the judge shall require the*

person or entity pursuing eviction or foreclosure to certify in writing that the real estate at issue is not subject to the limitations and requirements of the federal Coronavirus Aid, Relief, and Economic Security Act. If the real estate is subject to the restrictions of the Coronavirus Aid, Relief, and Economic Security Act, the eviction or ***foreclosure proceeding shall terminate without any action taken."***

23. Defendants object because the Plaintiff's counsel has failed to comply with The South Carolina Supreme Court Order 2020-04-30-02 relating to the the CARES Act under federal law, as such, the **foreclosure proceeding shall terminate without any action taken.**

24. Defendant's object because the Plaintiff's counsel and the clerk have deprived the Defendants of proper and orderly case administration and deprived the Defendants of substantial rights. Plaintiff's counsel has repeatedly thrown this case into utter chaos through their own failure to follow proper procedure, failure to follow proper notice, failure to follow proper jurisdiction, failure to follow Supreme Court Administrative Orders, and failure to follow state and federal law.

25. Defendants object because it is unprecedented that an Order of Reference would be obtained by the clerk before the commencement of an action and without notice, violates the South Carolina Rules of Civil Procedure Rule 3, is without jurisdiction and/or authority.

26. The Defendants not yet filed counterclaims are legal and compulsory, Defendants are entitled to a jury trial. See Blackburn, 407 S.C. at 330, 755 S.E.2d at 441–42 (stating when a complaint is equitable, **no waiver exists,** and there is a legal and compulsory counterclaim, then a party has a right to a jury trial on the counterclaim)

27. This motion is also based upon all applicable statutory law, case law, common law, and, the record in this action.

28. A bench trial cannot be heard in Master-in Equity as the Order of Reference is void, without jurisdiction, without notice, without authority, and deprives the Defendants of substantial rights,

the clerk's **Order is immediately appealable.** Three of the Defendants motions would be immediately appealable if denied and the Plaintiff's motion would be immediately appealable if granted, **A void order is an order issued without jurisdiction and is void ab initio and does not have to be declared void by a judge to be void.**

29. Only an inspection of the record of the case showing that the clerk was without jurisdiction or violated a person's due process rights, or where fraud was involved in the attempted procurement of jurisdiction, is sufficient for an order to be void, leaving the Master-in-Equity with no jurisdiction in this matter.

30. The above-captioned action was over before it started. Jurisdiction is generally defined as "the authority to decide a case one way or the other. Without jurisdiction, a court cannot proceed at all in any cause; jurisdiction is the power to declare law, and when it ceases to exist, the only function remaining to a court is that of announcing the fact and dismissing the cause"

31. When the Court has no jurisdiction, the only thing left to do is dismiss the case. in the alternative, continue the Trial for the above aforementioned reasons.

WHEREFORE, Defendants pray that this Honorable Court dismiss the above-captioned action with prejudice, or issue an order to continue the Trial, and any other relief that is just and proper.

Respectfully requested,

This day, September, 8, 2020 _____ _____

Rex Field
PO Box 975
St. Helena, SC 29920

Tracy Field

AFFIDAVIT

Personally appeared before me, the undersigned Notary Public duly authorized to administer oaths, Rex A. Field and Tracy L. Field, who after being duly sworn deposes and states that they are authorized to make this verification on behalf of themselves and the statements and evidence are true and correct based upon his personal knowledge.

This day, September 8, 2020 Rex A. Field Tracy L. Field

Sworn before me, this 8th day of September, 2020

Notary Public
State of South Carolina
Beaufort County



STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT **IN THE COURT OF COMMON PLEAS**

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

C/A No: 2019-CP-07-02279

Plaintiff

vs.

CERTIFICATE OF SERVICE BY US MAIL

Rex A. Field, Tracy L. Field

Defendants

I hereby certify that a true and correct copy of the forgoing MOTION FOR CONTINUANCE OF TRIAL; OBJECTIONS; AFFIDAVIT was furnished by United States Mail, postage paid, this September 8, 2020 to the following:

VIA US MAIL
Bell Carrington Price & Gregg
Mr. J. Martin Page
339 Heyward Street, 2nd Floor
Columbia, SC 29201

This day, September 8, 2020

Rex Field
PO Box 975
St. Helena, SC 29920

Page 1 of 1

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC-2018-RPL6 Trust Plaintiff, vs. Rex A. Field, Tracy L. Field Defendant.	)	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2019-CP-07-02279 **MOTION AND ORDER INFORMATION** **FORM AND COVERSHEET**

Plaintiff's Attorney:	Defendant's Attorney:
J. Martin Page, Bar No. 100200 Address: Bell Carrington Price & Gregg 39 Heyward Street, 2nd Floor Columbia, SC 29201 Phone: 803-509-5078 Fax ____ E-mail: ____ Other: ____	Rex A. Field, Tracy L. Field, pro se, Bar No. n/a Address: PO Box 975 St Helena Is, SC 29920 Phone: 803-609-0410 Fax ____ E-mail: ____ Other: ____

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☒ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: **MOTION FOR CONTINUANCE OF TRIAL; OBJECTIONS; AFFIDAVIT**
Estimated Time Needed: Court Reporter Needed: ☐YES/☒ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Rex Field Tracy Field 09/08/2020
Signature of Attorney for ☐ Plaintiff /☒ Defendant
Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: ____
☐ Other: ____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: ____	JUDGE CODE ____ Date: ____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

September 8, 2020

The Honorable Jeri A. Roseneau
Clerk of Court
Beaufort County Courthouse
Post Office Box 1128
Beaufort, SC 29901-1128

RE: Wilmington v. Field
2019-CP-07-02279

Dear Ms. Roseneau,

Enclosed please find an original of **"Defendants Motion to Continue Trial; Objections: Affidavit"** and the $25.00 filing fee (Money Order) and Motion Cover sheet in the above referenced matter.

Please file the Motion.

Thank you for your attention to this matter. If you have any questions, please do hesitate to contact us.

Sincerely,

Rex Field

Rex Field
PO Box 975
St. Helena, SC 29920
(803)-609-0410

ELECTRONICALLY FILED - 2020 Sep 15 9:09 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Plaintiff, vs. Rex A. Field, Tracy L. Field, Defendant(s). BCP No.: 19-43531	IN THE COURT OF COMMON PLEAS C/A No.: 2019-CP-07-02279 **CERTIFICATE OF COMPLIANCE WITH THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT**

MY NAME IS: J. MARTIN PAGE, ESQ.

I am (*check one*) ( ) the Plaintiff or (x) an authorized agent of the Plaintiff in the foreclosure case described at the top of this page. I am capable of making this certification. The facts stated in the certification are within my personal knowledge and are true and correct.

1. VERIFICATION:

Pursuant to the South Carolina Supreme Court Administrative Orders 2020-04-30-02 and 2020-05-06-01 and based upon the information provided by the Plaintiff and/or its authorized servicer as maintained in its case management/database records, the undersigned makes the following certifications:

Plaintiff is seeking to foreclose upon the following property:

1 Dulamo Bluff Road , Saint Helena Island, SC 29920

I verify that this property and specifically the mortgage loan subject to this action (*check one*):

(x) is NOT a "Federally Backed Mortgage Loan" as defined by § 4022(a)(2) of the federal Coronavirus Aid, Relief, and Economic Security Act.

( ) is a "Federally Backed Mortgage Loan" as defined by § 4022(a)(2) of the federal Coronavirus Aid, Relief, and Economic Security Act. Specifically, the foreclosure moratorium cited in Section 4022(c)(2) of the CARES Act has expired as of May 18, 2020, and the property and mortgage are not currently subject to a forbearance plan as solely defined in Sections 4022(b) and (c) of the CARES Act.

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Please identify which database or the other information you have used to determine that the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan:

Undersigned relies upon the Lender's records which show the property's status and underlying mortgage's status, in regards to whether or not the property or mortgage is subject to a federally backed mortgage.

2. **DECLARATION:**

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false. I am subject to punishment by contempt.

s/J. Martin Page
J. Martin Page (SC Bar No.: 100200)
Bell Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
Phone 803.509.5078
Attorney for the Plaintiff

Dated: September 15, 2020

Columbia, South Carolina

ELECTRONICALLY FILED - 2020 Sep 27 3:13 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	IN THE COURT OF COMMON PLEAS Case No. 2019-CP-07-02279
Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, **Plaintiff,** **vs.** **Rex A. Field, Tracy L. Field, Dulamo Estates Homeowners' Association, Inc.,** **Defendants.**	**MEMORANDUM IN SUPPORT OF MOTION TO VACATE ORDER OF REFERENCE**

Defendants Rex and Tracy Field (hereinafter "the Defendants") hereby submit this memorandum in support of their motion to vacate the purported order of reference that was filed in the above-captioned action. Any one of several reasons entitle the Defendants to an order vacating the purported order of reference.

The purported order of reference was filed before this case was commenced and was proposed and filed without notice to the Defendants. Existing precedent thus makes plain that the order of reference is void.

The Plaintiff filed its complaint on October 11, 2019. On October 16, 2019, the Plaintiff submitted a proposed order of reference through the e-filing system. On October 17, 2019, the clerk of court signed and filed the proposed order of reference. None of the defendants had been served with the summons and complaint at that time. The Defendants were not served with the summons and complaint until October 22, 2019.

The service of the summons and complaint commenced the action. Rule 3(a), SCRCP. Accordingly, days before that, at the time of the purported order of reference was filed, there was

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no commenced action to refer. Id. "In South Carolina, '[a] civil action is commenced by filing and serving a summons and complaint.' S.C.R.CIV.P. 3(a). Until an action is commenced, there is no proceeding pending and, thus, nothing to refer." Chabek v. Nationwide Mut. Fire Ins. Co., 303 S.C. 26, 28, 397 S.E.2d 786, 787 (Ct. App. 1990). The only thing to do with a purported order of reference issued under such circumstances is to recognize its void nature and vacate it. See id.

The order of reference was also proposed and issued without notice to the Defendants. It is, thus, void for that reason. See First Palmetto State Bank and Trust Co. v. Boyles, 302 S.C. 136, 394 S.E.2d 313 (1990) (Supreme Court vacating reference to master where the reference was made four days prior to the filing of the answer, without notice to defendants and without defendants' consent); cf. Tryon Federal Sav. and Loan Ass'n v. Phelps, 307 S.C. 361, 415 S.E.2d 397 (1991) (Supreme Court remanding to determine whether reference valid where unable to glean from record whether defendants had notice of or consented to reference).

Also, the Defendants timely requested foreclosure intervention, and no notice of denial of foreclosure intervention has been served to date. In re: Mortgage Foreclosure Actions, 396 S.C. 209, 212, 213-14, 720 S.E.2d 908, 909 (2011) (South Carolina Supreme Court Administrative Order 2011-05-02-01) (hereinafter "the Administrative Order"). That means that the Defendants' time to serve a responsive pleading to the complaint has not run out – indeed, they have 30 days to do so from service on them of a notice of denial of foreclosure intervention. Id. at 212. Right now, the issues have not been joined; thus, it is presently impossible for a court to determine whether reference to the master-in-equity is ever going to be proper in this case. Given that the Defendants have already (far earlier than they were required to) served a jury demand, when they do answer, their answer is likely to contain at-law counterclaims. As in S.C. Cmty. Bank v. Salon Proz, LLC, 420 S.C. 89, 800 S.E.2d 488 (Ct. App. 2017), the clerk of court lacked authority to

issue an order of reference. In order for a determination to be made about whether this action can properly be referred, whether by a clerk of court or a circuit judge, all of the pleadings will have to be first joined, either because the Defendants will have pled or because they will have defaulted by choosing not to plead. See Hollady v. Hollady, 27 S.C. 622, 3 S.E. 80 (1887) (Supreme Court setting aside reference to master where defendants had not consented thereto, holding that reference cannot properly be made until defendants have answered the complaint). Since there has never been service of a notice of denial of foreclosure intervention, the Defendants' 30 days to put their pleading in have yet to start running. In re: Mortg. Foreclosure Actions, 396 S.C. at 212. The determination of whether reference to the master-in-equity would be proper cannot be made now, see id.; much less could it have been made before the action was even commenced. Chabek, 303 S.C. at 28.

For more than one reason – any one of which would entitle the Defendants to vacation of the purported order of reference – the Defendants are entitled to prevail on this motion.

Respectfully submitted,

/s/ Andrew S. Radeker
Andrew S. Radeker
S.C. Bar No. 73743
HARRISON, RADEKER & SMITH, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
drew@harrisonfirm.com (email)
ATTORNEY FOR DEFENDANTS

Columbia, South Carolina
September 27, 2020

ELECTRONICALLY FILED - 2020 Sep 27 3:13 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

ELECTRONICALLY FILED - 2020 Oct 23 1:29 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Plaintiff, vs. Rex A Field, Tracy L Field, Defendant(s).	IN THE COURT OF COMMON PLEAS C/A No.: 2019-CP-07-02279 **Certificate of Compliance with South Carolina Supreme Court Administrative Order No. 2011-05-02-01**

BCP No.: 19-43531

The undersigned attorney for the Plaintiff does hereby certify:

1. That this is an action for the foreclosure of a real estate mortgage;
2. On October 7, 2005 the defendants purchased the property commonly known as 1 Dulamo Bluff Road, Saint Helena Island, SC 29920 ("***Subject Property***");
3. The same day the defendants borrowed $359,000.00 from E*Trade Mortgage Corporation ("***E*Trade***") to purchase the subject property. To secure the amount owed the defendants granted a purchase money mortgage in the Subject Property to E*Trade which was dated October 7, 2005 and recorded October 13, 2005 in the Register of Deeds Office in Beaufort County South Carolina;
4. Thereafter the loan was transferred to CitiMortgage, Inc. ("***Citi***") by assignment recorded November 22, 2010.
5. The defendants engaged in extended litigation with the prior loan servicer ***Citi*** over the subject mortgage in C/A No.: 2012-CP-07-00244. The defendants submitted over ***fifty (50)*** counterclaims and affirmative defenses in the prior action. Citi was granted summary judgment on a majority of the claims by order

ELECTRONICALLY FILED - 2020 Oct 23 1:29 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

filed July 19, 2013 and the remain claims were dismissed with prejudice by a settlement order filed September 24, 2014.

6. Thereafter, on or around November of 2018 the loan was service transfer to the current servicer, Shellpoint Mortgage Servicing ("***Shellpoint***").
7. In December of 2018, the defendants failed to make the required payment of principal and interest and on December 26, 2018 filed a chapter 13 bankruptcy with the sole purpose of attempting to invalidate the subject mortgage. As the bankruptcy court noted: "*From the outset, it has been apparent to the Court that Debtor's Objection to Claim has been fundamentally about avoiding the lien...*" (Order on Objection to Claim, filed 8/8/2019, Case No.: 18-06502-jw);
8. The bankruptcy court dismissed the defendant's case and barred the debtor from refiling under any chapter of the bankruptcy code for two years.
9. The Administrative Order of the Supreme Court of South Carolina (2011-05-02-01) ("***2011 Order***") provides that a mortgagee proceeding with foreclosure on owner occupied property is required to engage in loss mitigation review if the mortgagor requests to be reviewed for loss mitigation;
10. Even though the defendants in this action are engaged in a sustained effort to try and invalid the mortgage and avoid payment of their debt, the 2011 Order still applies;
11. On September 24, 2020 the undersigned sent a reinstatement letter and payoff quote to defendants' counsel via email;
12. On September 25, 2020 the undersigned sent a loss mitigation package to defendants' counsel via email asking for it to be completed and returned;
13. On October 8, 2020 the undersigned sent a follow up email inquiring if the defendants wanted to engage in loss mitigation;

14. On October 21, 2020 Shellpoint confirmed the defendants had not returned a loss mitigation package directly to the servicer;

15. The undersigned has not received any response to the emails and informed and believes that the mortgagee has complied with the 2011 Order as the defendants refuse to respond to the loss mitigation solicitation requests and fails to accept the reality that they borrowed money to purchase the Subject Property and now must pay that money back.

s/J. Martin Page
J. Martin Page (SC Bar No.: 100200)
Bell Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
Phone 803.509.5078
Attorney for the Plaintiff

Dated: October 23, 2020
Columbia, South Carolina

ELECTRONICALLY FILED - 2020 Oct 23 1:29 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

ELECTRONICALLY FILED - 2020 Oct 26 4:59 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	IN THE COURT OF COMMON PLEAS Case No. 2019-CP-07-02279
Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, **Plaintiff,** **vs.** **Rex A. Field, Tracy L. Field, Dulamo Estates Homeowners' Association, Inc.,** **Defendants.**	**MOTION TO DISMISS AND FOR SANCTIONS**

YOU WILL PLEASE TAKE NOTICE that Defendants Rex and Tracy Field (hereinafter "the Defendants") move before this court in the above-captioned action pursuant to Rules 11, 12(b)(4), 12(b)(5), 12(b)(6), and 41(b), SCRCP, and In re: Mortgage Foreclosure Actions, 396 S.C. 209, 210, 720 S.E.2d 908 (2011) (South Carolina Supreme Court Administrative Order 2011-05-02-01) (hereinafter "the Administrative Order"), as well as pursuant to all other applicable law, for an order that strikes the certification the Plaintiff filed on Friday, October 23, 2020, in this case, dismisses the Plaintiff's complaint in this mortgage foreclosure action, and requires the Plaintiff to pay the Defendants' attorney's fees or issues some other sanction against the Plaintiff.

The Defendants so move on the following grounds:

1. This is a mortgage foreclosure action on owner-occupied residential property. The Administrative Order, which applies in "all mortgage foreclosure proceedings concerning Owner–Occupied dwellings in this State[,]" provides in pertinent part that, if a mortgagor defendant timely requests foreclosure intervention and foreclosure intervention is denied, the plaintiff must serve him

ELECTRONICALLY FILED - 2020 Oct 26 4:59 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

with a notice of denial of foreclosure intervention, and "such notice shall also state that the Mortgagor has 30 days from the date of mailing of notice of denial of relief to file and serve an answer or other response to the Mortgagee's summons and complaint." Id. at 212, 213.

2. Here, as shown by the Defendants' letter to Plaintiff's counsel of November 19, 2019, and the filings they made that shortly followed, they requested foreclosure intervention and have specifically asked for a mediation as the means of foreclosure intervention they seek.

3. The Administrative Order specifically contemplates mediation as a means of foreclosure intervention. It provides that "[t]he Court having jurisdiction over the action shall have the authority, and may in its discretion, order the parties to submit to mediation. In such event, the mediation shall proceed in accordance with the ADR Rules." Id. at 214.

4. The Plaintiff has not agreed to mediation as a foreclosure intervention method in this case, but the Plaintiff did solicit information from the Defendants. The information solicited would have been useful in determining things normally considered in evaluating whether to enter into a modification of a mortgage loan. The information solicited, however, has no bearing (or at least none the undersigned can think of) on the usefulness of mediation as a foreclosure intervention method.

5. The Plaintiff has never said no or yes to the Defendants' request for foreclosure intervention via a mediation.

ELECTRONICALLY FILED - 2020 Oct 26 4:59 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

6. In any event, if the Plaintiff has decided (as it evidently has) to deny the Defendants' request for foreclosure intervention, to move the case along, the correct thing to do under the terms of the Administrative Order is for the Plaintiff to serve the Defendants with a notice of denial of foreclosure intervention. Id. at 212, 213. That would set the Defendants' deadline to serve a responsive pleading to the complaint at 30 days from the service of the notice of denial. Id.

7. The Plaintiff, however, has decided not to do that. The Plaintiff, in a naked effort to take the position that the Defendants are in default of the complaint – despite the effect of the Administrative Order – has filed a certification that, while unusual in its content, is of the character that the Administrative Order calls for when a defendant has been served with a notice of right to foreclosure intervention but has failed to timely respond and request foreclosure intervention. Id.

8. Were this actually a situation in which the Defendants had been served with a notice of right to foreclosure intervention but had failed to timely respond and request foreclosure intervention, that would mean the Defendants' failure to serve a responsive pleading earlier would actually be a default of the complaint. Id.

9. The Plaintiff and its counsel know full well that the instant situation is not that situation and that their certification is improper. See id. It is plain that the Plaintiff and its counsel are seeking to pull the wool over the court's eyes, to deceive the court into believing that the Defendants are in default.

ELECTRONICALLY FILED - 2020 Oct 26 4:59 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

10. It is plain that the Plaintiff is doing this in an attempt to prevent this case from being litigated on its merits.

11. The Administrative Order also provides as follows:

> The Court having jurisdiction over the foreclosure action shall hear and determine any dispute concerning any party's compliance with this order, including without limitation, the failure of any party to act in good faith in complying with the terms of this order. **In the event the Court determines that any party to the foreclosure action, or their acting agent, has failed to comply with the terms of this order,** or has not attempted to reach an agreement for foreclosure intervention in good faith, **the Court may, in its discretion, impose such sanctions as it determines to be reasonable and just under the circumstances, including without limitation, the assessment of reasonable attorneys' fees and costs against the culpable party.**

(Emphasis added).

12. Absent service of a notice of denial of foreclosure intervention, the Plaintiff's complaint in this case is insufficient as process and service of the complaint is insufficient.

13. The Plaintiff has chosen to disregard the requirements of the Administrative Order, and not in any sort of innocuous way. The Plaintiff is seeking to have the Defendants held in default, despite the Plaintiff's knowledge that the Defendants are not in default.

14. Indeed, previous filings by the Defendants in this case discuss that, under the plain terms of the Administrative Order, the Defendants' deadline to serve a responsive pleading to the Plaintiff's complaint runs 30 days after the Plaintiff serves the Defendants with a notice of denial of foreclosure intervention. Despite

ELECTRONICALLY FILED - 2020 Oct 26 4:59 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

having received and likely read those filings, the Plaintiff still refuses to comply with the Administrative Order.

15. The complaint in this action is properly dismissible under subsections (4), (5), and (6) of Rule 12(b), SCRCP, and the Defendants are entitled to have it dismissed.

16. Further, Rule 41(b), SCRCP, also provides that "[f]or **failure of the plaintiff** to prosecute or **to comply with** these rules or **any order of court**, a defendant may move for dismissal of an action or of any claim against him." (Emphasis added.)

17. The Plaintiff and its counsel ought to be familiar with the Administrative Order and know or ought to know better.

18. The certification filed by the Plaintiff was filed in violation of the good faith belief requirement of Rule 11, SCRCP.

19. In addition, the certification contains false statements of fact, statements of the sort that it is improper for counsel of record for a party to make. These are false statements, but, even if they had been true, it would not be proper for counsel to make them as his own factual assertions.

20. Nor is this the first time in this case that the Plaintiff has violated the Administrative Order or taken improper procedural steps to advance its interests at the expense of the Defendants' procedural rights. The Plaintiff induced the clerk of court to file a void order of reference before the case was even commenced and twice scheduled a final hearing in this case before the master-in-equity while it was in a stage when that was expressly forbidden by the terms of the Administrative Order. In re Mortgage Foreclosures, 396 S.C. at 213 ("[n]o

ELECTRONICALLY FILED - 2020 Oct 26 4:59 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

foreclosure hearing may be held in the foreclosure action until the Mortgagee's attorney certifies that the Mortgagee has complied with the requirements of" the Administrative Order).

21. For the Plaintiff's flagrant and repeated violations of the Administrative Order and its bad faith actions, the court should dismiss the Plaintiff's complaint with prejudice or should issue such other sanction as is appropriate.

22. This motion is also based upon all applicable statutory law, case law, common law, the record in this action, and such memoranda, affidavits, and other further materials as the Defendants may submit.

Because this is a motion to dismiss, no pre-motion consultation with opposing counsel is required; however, the undersigned has communicated with opposing counsel about the matters subject of this motion, and opposing counsel appears to intend to persist in carrying out the Plaintiff's unlawful course of action.

Respectfully submitted,

/s/ Andrew S. Radeker
Andrew S. Radeker
S.C. Bar No. 73743
HARRISON, RADEKER & SMITH, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
drew@harrisonfirm.com (email)
ATTORNEY FOR DEFENDANTS

Columbia, South Carolina
October 26, 2020

ELECTRONICALLY FILED - 2020 Dec 07 8:40 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Plaintiff, vs. Rex A. Field, *et al.*, Defendant(s).	In the Court of Common Pleas C/A No.: 2019-CP-07-02279 MEMORANDUM IN OPPOSITION TO MOTION TO DISMISS AND FOR SANCTIONS

Plaintiff, Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust (***"Plaintiff"***) by and through its undersigned counsel, respectfully submits this Memorandum in Opposition to Defendant Rex A. Field's (***"Field"***) Motion to Dismiss and Sanctions (***"Motion"***). The Plaintiff believes the Motion should be denied for the following reasons:

i. ***Prior to filing its Certificate of Compliance with the 2011 Administrative order the Plaintiff sent multiple inquires to see if Field wished to be reviewed for loss mitigation options to which no response was ever received; [and]***

ii. ***The undersigned emailed the Defendant broadcasting the Plaintiff's position so that the Defendant would have a chance to file an answer or pleading before the undersigned filed and affidavit of default.***

ELECTRONICALLY FILED - 2020 Dec 07 8:40 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

I. The Plaintiff has engaged in good faith efforts to comply with the 2011 Administrative Order.

This is an action for foreclosure on the primary residence of the Defendants, Rex A. Field and Traci Field. In 2011 Chief Justice Toal entered Administrative Order 2011-05-02-01 ("***Administrative Order***") which provides for a loss mitigation process for foreclosures on primary residences. In the present action the Plaintiff served a foreclosure intervention response form with the complaint which was then returned by the Defendants.

At a hearing before the Master in Equity the Defendants raised the fact that the Plaintiff had not filed a compliance with the Administrative Order. After that hearing the undersigned sent four emails on 9/16/2020, 9/24/2020, 9/25/2020 and 10/8/2020 related to loss mitigation to see if Defendant would like to be review. The undersigned received no response to these emails.

The Plaintiff's position is that the Administrative Order does allow the Defendant to request foreclosure intervention and then to ignore a lender's good faith efforts to engage in loss mitigation. In the Motion the Defendant's state they would like to have a mediation on this matter. While foreclosures are exempt from mediation pursuant to Rule 3(b)(7) SCRCP if the Defendant had responded to any one of the emails requesting mediation the undersigned could have presented the option to the Plaintiff and given sustained litigation in this matter, they may have agreed to it. The Plaintiff may even agree to a mediation now but it is necessary that the Defendants communicate this desire to the Plaintiff.

ELECTRONICALLY FILED - 2020 Dec 07 8:40 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

II. The undersigned emailed the Defendant's counsel broadcasting the Plaintiff's position so that the Defendant would have a chance to file an answer or pleading before the undersigned filed an affidavit of default.

As a courtesy, the undersigned emailed the Defendants' counsel letting him know that the Plaintiff had instructed the undersigned to default the Defendants because of their failure to response to the loss mitigation requests. The purpose of this email was to give the Defendants a chance to answer or plead prior to the undersigned filing an affidavit of default. The idea that this is somehow sanctionable is unfounded.

CONCLUSION

The Plaintiff is informed and believes it has acted in good faith and the Defendants' Motion should be denied. The Plaintiff is willing to engage in good faith efforts to resolve this matter however it is incumbent on the Defendants to act in good faith as well.

s/ J. Martin Page
J. Martin Page (SC Bar No.: 100200)
BELL CARRINGTON & PRICE, LLC
508 Hampton Street, Suite 301
Columbia, SC 29201
Phone 803.509.5078
Fax 803.753.9841
Attorneys for Plaintiff

December 7, 2020
Columbia, South Carolina

STATE OF SOUTH CAROLINA

2020 DEC -7 PM 12:59

COUNTY OF BEAUFORT

JEAN RUTH BEAUFORT COUNTY, S.C. CLERK OF COURT

Wilmington Savings Fund Society, FSB, in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

IN THE COURT OF COMMON PLEAS

C/A No: 2019-CP-07-02279

Plaintiff

AFFIDAVIT IN SUPPORT OF MOTION TO DISMISS AND SANCTIONS

vs.

Rex A. Field, Tracy L. Field

Defendants

The Honorable Carmen T. Mullen

(Jury Trial Demanded)

PLEASE TAKE NOTICE that Rex and Tracy Field (hereinafter "Affiants" or "Defendants") hereby file this *Affidavit in Support of Motion to Dismiss and Sanctions ("Affidavit").* Any one of several reasons entitle the Defendants to an order to dismiss and sanctions in the above captioned-action. The Affiants/Defendants are seeking a dismissal with prejudice, an order that strikes the Plaintiff's improper certification, and requires the Plaintiff to pay the Defendants' attorney's fees or issues some other sanction against the Plaintiff designed to deter future frivolous actions, non-compliance, and/or actions in bad faith.

This Affidavit is as follows:

1. The Plaintiff filed a *Certificate of Compliance with the South Carolina Supreme Court Administrative Order 2011- 05-02-01* ("certification") on Friday, October 23, 2020 at 1:29pm. Defendants must state at the outset that the Plaintiff's certification not only fails to comply with the Administrative Order, but also consists of a (3) three page diatribe of improper "lawyer allegations". The Plaintiff, through their false narrative, is improperly litigating the above-captioned action via the

certification before the Defendants are even required to answer or otherwise respond to the Complaint. The Plaintiff's certification is frivolous, fraudulent, and disparaging. The Plaintiff's desperate and mean spirited certification, which normally is an innocuous process, was filed in such a manner to harass, embarrass, and harm the Defendants and "to proceed with a default". That same day, Friday evening on October 23, 2020 at 6:35pm, in an email from Plaintiff's counsel to Defendants' counsel, states the following; *"**Hope you are well. I have certified compliance with the 2011 Order based on the defendants non response to our repeated attempts. It is my client's position that your client is in default for failure to answer the complaint as the 2011 Order doesn't allow a party that refuses to participate in loss mitigation the additional 30 days to answer. The order specifically says "reviewed and denied." I'm sending this email as a professional courtesy as my client has instructed me to proceed with default paperwork."***

2. Plaintiff's psuedo certification and threats of default is yet another incident where the Plaintiff is attempting to force a default on the Defendants, the first time was the void Order of Reference before the case commenced, the second and the third time were when the Plaintiff scheduled (2) two final hearings and is now improperly litigating the above captioned action through a non-compliant sham certification. The reality is and the truth of the matter is that the Plaintiff has no intention of ever litigating the above captioned action properly, ever, and in fact, they are doing everything and will do everything within their means to disrupt the process and prevent the proper adjudication on the merits.

3. On October 11, 2019, unbeknownst to Defendants, the Plaintiff filed with the Court in the above-captioned action a Summons and Complaint against the Defendants. At the time of the filing, the Defendants were completely unaware that a Summons and Complaint had been filed. The Plaintiff did not give any advance notice that a foreclosure Complaint was going to be filed, proper notices were not given, thus, the Defendants were blind-sided with litigation well after the fact. The Plaintiff knowingly, willfully, and maliciously filed a sham pleading ("Complaint"). The Complaint is frivolous, contains false, fraudulent and irrelevant statements.

4. On October 16, 2019 and October 17, 2019, unbeknownst to Defendants, the Court record shows incontrovertible evidence that the Plaintiff's counsel knowingly and willfully induced and colluded with the Clerk of Court to sign and file a void Order of Reference in the above-captioned action in violation of SCRCP Rule 3 and SCRCP Rule 53. The void Order of Reference was filed before the commencement of the action without notice to the Defendants and before the Plaintiff had even attempted service of the Summons and Complaint.

5. Admittedly, Rule 53(b) states that in a foreclosure action "some or all of the causes of action in a case may be referred to a master by order of the clerk of court." However, the Clerk of Court does not retain this power to refer a case before the commencement of an action, without jurisdiction, and/or without notice. To hold otherwise would give the Clerk of Court the power to refer every case to the Master-in-Equity before a case commences without jurisdiction, without authority, without notice, without consent, without a default, without due process, such an interpretation is nonsensical. Despite the lack of notice, knowledge, consent, or default by the Defendants, a court finding, or a hearing on the matter, and without having jurisdiction or authority, the Clerk of Court signed Plaintiff's proposed order referring the case before the commencement of the above-caption action. South Carolina is a judicial foreclosure state, nonetheless, the Plaintiff and the Clerk of Court bypassed The Court of Common Pleas entirely depriving the Defendants of due process and substantial rights. **The Plaintiff, in conjunction with the Clerk of Court, knowingly, willfully, and flagrantly violated the South Carolina Rules of Civil Procedures ("SCRCP"), violated Defendants due process rights, and violated the *South Carolina Supreme Court Administrative Order 2011- 05-02-01* before the commencement of the action.** The Plaintiff and the Clerk of Court were well aware that the void Order would be untimely, improper, and would be extrinsic fraud on the Defendants. The Defendants believe that the actions of the Plaintiff's counsel acting in concert with the Clerk of Court in such a manner is unprecedented in the State of South Carolina. Equally as shocking is that the Plaintiff's counsel used the void Order of Reference as a means to supersede *South Carolina Supreme Court Administrative Order 2011- 05-02-01*

("Administrative Order") mandated STAY and used the void Order as a basis to improperly schedule two final hearings, on March 26, 2020 and on September 29, 2020, respectfully. The Plaintiff remains in non-compliance with the Administrative Order even after the Defendants Motion to Vacate the Order of Reference was heard on September 29, 2020 and granted by The Honorable Marvin H. Dukes, III.

6. The Plaintiff demanded a final hearing that was scheduled for March 26th, 2020, The Plaintiff claimed that the hearing was authorized by the void Order of Reference. The Master-in Equity did not have jurisdiction or have the power to render any particular judgment requested by the Plaintiff. On March 18, 2020, pursuant to The South Carolina Supreme Court Order 2020-03-18-01 ("Order") ... *"I **FURTHER ORDER** a moratorium in Master-in-Equity courts statewide on foreclosure hearings, foreclosure sales, writs of assistance and writs of ejectments, nor should Masters-in-Equity proceed in any other manner regarding foreclosures until directed by subsequent order by the Chief Justice."* If it were not for the foreclosure moratorium pursuant to *The South Carolina Supreme Court Order 2020-03-18-01*, the final hearing scheduled for March 26, 2020 would have been held in contravention to the STAY pursuant to the Administrative Order 2011- 05-02-01 for foreclosure intervention.

7. The Plaintiff scheduled and noticed a bench trial for September, 29, 2020 before The Honorable Marvin H. Dukes, III, as Master in Equity for Beaufort from 9:00am to 5:00pm via Webex meeting invitation based on a void Order of Reference and in contravention of the STAY of the Administrative Order. Instead, the Motion to Vacate the Order of Reference was heard that day.

8. On Friday, October 23, 2020, Plaintiff filed a *Certificate of Compliance with the South Carolina Supreme Court Administrative Order 2011- 05-02-01* ("certification") and stated that they were going "to proceed with a default"

9. On Monday, October 26, 2020, Defendants filed *Motion to Dismiss and Sanctions*

10. Plaintiff has repeatedly thrown the above-captioned action into utter chaos through their own failure to follow proper procedure, failure to follow proper notice, failure to follow proper jurisdiction, failure to comply with The South Carolina Supreme Court Administrative Order 2011- 05-02-01, and

violated the Administrative Order even before the commencement of the action.

WHEREFORE, Defendants pray that this Honorable Court dismiss the above-captioned action with prejudice, order sanctions, and issue any other relief that is just and proper.

Respectfully submitted,

Personally appeared before me, the undersigned Notary Public duly authorized to administer oaths, Rex A. Field and Tracy L. Field, who after being duly sworn deposes and states that they are authorized to make this verification on behalf of themselves and the statements and evidence are true and correct based upon their personal knowledge or upon information and belief.

This day, December 7, 2020 Rex A. Field Tracy L. Field

Sworn before me, this 7th day of December 2020

Notary Public
State of South Carolina
Beaufort County



STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

2021 JAN -8 AM 9:13

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

BEAUFORT COUNTY, S.C.
CLERK OF COURT

IN THE COURT OF COMMON PLEAS

C/A No: 2019-CP-07-02279

Plaintiff

AFFIDAVIT FOR MOTION TO DISMISS AND SANCTIONS

vs.

Rex A. Field, Tracy L. Field

Defendants

(Jury Trial Demanded)

PLEASE TAKE NOTICE that Rex and Tracy Field (hereinafter "Affiants" or "Defendants") hereby file this *Affidavit for Motion to Dismiss and Sanctions ("Affidavit").* This Affidavit is as follows:

1. From the time that the above-captioned action was filed on October 11, 2019 through September 16, 2020, when the Defendants were appearing *pro se*, the *Plaintiff's counsel* never contacted the Defendants relating to *"foreclosure intervention"* as Defendants requested pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01 ("Order"). The *Plaintiff's counsel* did not contact the Defendants (Rex and Tracy Field) during the above referenced time frame by any means necessary to comply with the Order whether it was via US Mail, electronic mail, phone, text or court filings or by any other means pursuant to the Order. The Plaintiff failed to participate and refused to respond to Defendants timely and proper requests for foreclosure intervention pursuant to the *Order.*

2. To date, the Plaintiff counsel has never sent the Defendants a proper denial letter pursuant to the ***Order*** via US Mail as mandated by the Order.

3. "Shellpoint" is a stranger to the above-captioned action, at no time during the above captioned action has *Shellpoint* contacted the Defendants referencing, negotiating, or participating in ***foreclosure intervention*** pursuant to the *Order.*

4. The Defendants have, in good faith, requested foreclosure intervention, the Plaintiff, on the other hand, has not put forward good faith efforts to comply with the 2011 Administrative Order.

5. At the hearing to vacate the Order of Reference, and the subsequent granting of the vacation of the Order, the Plaintiff is now all of a sudden interested in sending a flurry of irrelevant emails to Defendants' counsel or sending emails to counsel that are not in compliance with the ***Order.***

6. On November 20, 2019, over one year ago, Defendants filed a *Motion for Mediation for Foreclosure Intervention,* the Plaintiff, to date, has failed to respond to that motion.

7. The Plaintiff's so-called "broadcast" email so that the "*Defendants would have time to answer or file a pleading before the undersigned filed and affidavit of default",* Plaintiff's disingenuous broadcast was broadcasted after the Plaintiff's counsel had already filed an improper "Certification of Compliance with South Carolina Supreme Court Administrative Order No. 2011-05-02-01"

8. The court record is devoid of any evidence from the Plaintiff that they have complied with the *Order.*

9. The Plaintiff has knowingly and willfully filled an improper, false, and fraudulent certification to embarrass, harass, and to harm the Defendants.

Respectfully submitted,

Personally appeared before me, the undersigned Notary Public duly authorized to administer oaths, Rex A. Field and Tracy L. Field, who after being duly sworn deposes and states that they are authorized to make this verification on behalf of themselves and the statements and evidence are true and correct based upon their personal knowledge or upon information and belief.

This day, January 8 2021 Rex A. Field Tracy L. Field

Sworn before me, this 8th day of January 2021

Notary Public
State of South Carolina
Beaufort County

B H MCDONALD
Notary Public-State of South Carolina
My Commission Expires
May 26, 2026

B H MCDONALD
My Commission Expires
NOTARY PUBLIC
05-26-2026
STATE OF SOUTH CAROLINA

ELECTRONICALLY FILED - 2021 Jan 11 11:48 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	IN THE COURT OF COMMON PLEAS Case No. 2019-CP-07-02279
Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, **Plaintiff,** **vs.** **Rex A. Field, Tracy L. Field, Dulamo Estates Homeowners' Association, Inc.,** **Defendants.**	**MEMORANDUM IN SUPPORT OF MOTION TO DISMISS AND FOR SANCTIONS**

Defendants Rex and Tracy Field (hereinafter "the Defendants") hereby submit this memorandum in support of their motion to dismiss and for sanctions in the above-captioned action. The Defendants' motion lays out its grounds and argument, and the record shows that the Plaintiff, in an effort to deprive the Defendants of their procedural rights and gain a foreclosure judgment by doing so, has engaged in numerous, blatant, and inexcusable violations of a Supreme Court order that has governed the procedure in foreclosure actions in this state for almost 10 years. In re: Mortgage Foreclosure Actions, 396 S.C. 209, 212, 213-14, 720 S.E.2d 908, 909 (2011) (South Carolina Supreme Court Administrative Order 2011-05-02-01) (hereinafter "the Administrative Order").

In the world of South Carolina's foreclosure bar, the requirements of the Administrative Order are well known to practitioners. The Defendants requested foreclosure intervention under that order. It would strain credulity to believe that the Plaintiff and its counsel did not know that they were committing a number of violations the Administrative Order. At first, the Plaintiff scheduled final foreclosure hearings at times when it was obvious that the case was stayed under

ELECTRONICALLY FILED - 2021 Jan 11 11:48 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

the Administrative Order. The Plaintiff has now falsely certified that it complied with the Administrative Order and has taken the position that the Defendants have let their time to answer run – even though the Defendants have until 30 days to answer from when the Plaintiff serves a notice of denial of foreclosure intervention. Id. at 212, 213. The Plaintiff now refuses even to end the stay of the Administrative Order in manner required under that order – by serving a notice of denial of foreclosure intervention that is required to "state that the Mortgagor has 30 days from the date of mailing of notice of denial of relief to file and serve an answer or other response to the Mortgagee's summons and complaint." Id.

The Defendants do not desire simply to repeat the content of their motion here. In addition to what is stated in the Defendants' motion, they note the following quotation from the Honorable William O. Douglas, who served as a justice of the Supreme Court of the United States: "It is procedure that spells much of the difference between rule by law and rule by whim or caprice. Steadfast adherence to strict procedural safeguards is our main assurance that there will be equal justice under law." Joint Anti-Fascist Refugee Committee v. McGrath, 341 U.S. 123, 179 (1951) (Douglas, J., concurring).

"The courts must protect the integrity of the judicial process because, as soon as the process falters, the people are then justified in abandoning support for the system." Silvestri v. Gen. Motors Corp., 271 F.3d 583, 590 (4th Cir. 2001) (internal citations and quotation marks omitted). For its repeated, blatant, and high-handed violations of the Administrative Order, calculated to gain a victory by depriving the Defendants of their procedural rights, the Plaintiff's complaint should be dismissed with prejudice.

Respectfully submitted,

/s/ Andrew S. Radeker
Andrew S. Radeker
S.C. Bar No. 73743
HARRISON, RADEKER & SMITH, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
drew@harrisonfirm.com (email)
ATTORNEY FOR DEFENDANTS

Columbia, South Carolina
January 11, 2021

ELECTRONICALLY FILED - 2021 Jan 11 11:48 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

Plaintiff

vs.

Rex A. Field and Tracy L. Field

Defendants/Counter-Plaintiffs

C/A No: 2019-CP-07-02279

ANSWER, COUNTERCLAIMS AND THIRD-PARTY COMPLAINT

(JURY TRIAL DEMANDED)

VERIFIED COMPLAINT

Rex A. Field and Tracy L. Field

Third-Party Plaintiff

vs.

Federal National Mortgage Association (Fannie Mae), Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, DLJ Mortgage Capital Inc., and Unknown Defendants 1-10

Third-Party Defendants

JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT
2021 FEB 19 PM 2:43

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1. COMES NOW Rex and Tracy Field, (hereinafter "Defendants" or "Homeowners" or "Counter-Plaintiffs" or "Third-Party Plaintiffs"), in answer to the Plaintiff's Complaint and as counterclaim, and a Third-Party Complaint by virtue of the order dated January 20, 2021 by The Honorable Bentley Price ordering the parties to participate in mediation, the Defendants shall

file an answer or other pleading to the Plaintiff's Complaint within thirty (30) days from entry of the Order; the parties shall conduct a meditation within sixty (60) days of Defendants answer or other pleading; the Defendants answer, counterclaim, and third-party complaint are without waiver or consent to jurisdiction, but are necessary to preserve the Defendants rights, answers, and claims and alleges as follows:

AFFIRMATIVE DEFENSE #1

2. Any allegation of the Complaint not herein admitted, qualified, or explained is denied. Any allegations of the Complaint subject of qualified admissions made herein are denied insofar as the allegations are not qualifiedly admitted, and any allegations of the Complaint subject of any other qualifications or explanations herein are denied insofar as they are not otherwise qualified or explained.
3. Responding to the above-captioned Plaintiff, the Defendants deny that the captioned Plaintiff matches the assignee of the purported "Assignment of Mortgage", to the extent that it is inconsistent therewith, the Defendants deny that the Plaintiff is entitled to any relief.
4. Responding to the captioned "FORECLOSURE OF REAL ESTATE MORTGAGE", to the extent that it is inconsistent with the general allegations therewith, the Defendants deny that the Complaint is an action for foreclosure.
5. Responding to the captioned "(Deficiency Judgment Demanded as to Defendants Rex A. Field and Tracy L. Field)", to the extent that it is inconsistent with the general allegations therewith, the Defendants deny that the Plaintiff is entitled to a deficiency judgment.
6. Responding to "The Plaintiff above-named, complaining of the Defendants herein, alleges that:", the Defendants deny that the Plaintiff is entitled to a Complaint against the Defendants.
7. Responding to "NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C", the Defendants have timely and properly disputed the debt within (30) days of first being contacted, to the extent that the Plaintiff has not validated the debt, the Defendants

deny that the "Plaintiff is the creditor to whom the debt is owed". Defendants deny the remaining statements contained in the FDCPA notice.

8. Answering the allegations of paragraph 1, Defendants re-allege its responses to Paragraphs 1-7 as if set forth herein. Further responding to the allegations of paragraph 1, to the extent that Plaintiff Wilmington Savings Fund Society, FSB is acting "not in its individual capacity", Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina. Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB, is acting solely as "not in its individual capacity".

(8.1) Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB is acting but solely as "owner trustee" for CSMC 2018-RPL6 Trust;

(8.2) Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB is "owner" of CSMC 2018-RPL6 Trust;

(8.3) Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB is a "trustee" for CSMC 2018-RPL6 Trust;

(8.4) Further responding to paragraph 1, to the extent that Wilmington Savings Fund Society, FSB is acting as a "owner trustee" and "not in its individual capacity", Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina;

(8.5) Further responding to paragraph 1, to the extent that Christiana Trust Company of Delaware a/k/a "CHRISTIANA TRUST" formed as a separate legal entity as a "Limited Purpose Trust" in Delaware acting in the capacity as "Owner Trustee" on behalf of CSMC 2018 Trust, Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina;

(8.6) Further responding to paragraph 1, to the extent that "Wilmington Savings Fund Society, FSB, not in its individual capacity, d/b/a CHRISTIANA TRUST as Owner Trustee on behalf of CSMC 2018 RPL6 Trust", Defendants deny that it is a business entity duly authorized to

conduct business in the State of South Carolina;

(8.7) Further responding to paragraph 1, to the extent that "CSMC 2018 RPL6 Trust" a/k/a Credit Suisse Mortgage 2018 RPL6 formed as a separate legal entity as a Delaware Statutory Trust ("DST"), Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina;

(8.8) Further responding to the allegations of paragraph 1, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

9. Answering the allegations of paragraph 2, Defendants re-allege its responses to Paragraphs 1-8 as if set forth herein. Further responding to the allegations of paragraph 2, Defendants admit that SC Code Ann. 36-2-803 exists. Further responding to paragraph 2, Defendants deny that the court has proper jurisdiction pursuant to SC Code Ann. 36-2-803;

(9.1) Further responding to paragraph 2, Defendants admit that they are owners of the real property located at 1 Dulamo Bluff Rd., Saint Helena Island, SC 29920. Further responding to the allegations of paragraph 2, Defendants deny that the Plaintiff is entitled to foreclose on the subject real estate of this action;

(9.2) Further responding to paragraph 2, Defendants deny that Dulamo Estates Homeowners' Association, Inc. are a Defendant. Further responding to paragraph 2, Defendants deny that any money is owed to Dulamo Estates Homeowners' Association, Inc;

(9.3) Further responding to the allegations of paragraph 2, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

10. Answering the allegations of paragraph 3, Defendants re-allege its responses to Paragraphs 1-9 as if set forth herein. Further responding to the allegations of paragraph 3, Defendants admit that Defendants real property is located in the county of Beaufort, State of South Carolina.

Further responding to the allegations of paragraph 3, to the extent that the Plaintiff has not alleged a cause of action for foreclosure, Defendants deny this is an action for foreclosure;

(10.1) Further responding to the allegations of paragraph 3, to the extent that the Plaintiff has not alleged a cause of action for foreclosure, Defendants deny that Defendants real property is the subject of this action;

(10.2) Further responding to the allegations of paragraph 3, Defendants deny that the Court has proper jurisdiction over the subject matter and the parties of this action;

(10.3) Further responding to paragraph 3, Defendants deny that Plaintiff has any claim to the real property of the Defendants described herein;

(10.4) Further responding to the allegations of paragraph 3, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

11. Answering the allegations of paragraph 4, Defendants re-allege its responses to Paragraphs 1-10 as if set forth herein. Further responding to the allegations of paragraph 4, to the extent that the Plaintiff has not alleged that they are the owner and holder of the purported FNMA note and mortgage, Defendants deny that they are the owner and holder of the purported FNMA note and mortgage.

(11.1) Further responding to paragraph 4, to the extent that the purported FNMA note is not attached to the Complaint, the purported FNMA note is not within the four corners of the Complaint, and the purported FNMA note is not a recorded document in Beaufort County, SC ROD, the Defendants deny its validity and enforceability;

(11.2) Further responding to the allegations of paragraph 4, Defendants deny that the Plaintiff is the owner and holder of the note and mortgage. Further responding to the allegations of paragraph 4, Defendants deny that the Plaintiff has any legal right to enforce the note and/or mortgage;

(11.3) Further responding to the allegations of paragraph 4, to the extent that Federal National Mortgage Association a/k/a FNMA or FNMA Trustee, now known as Fannie Mae, was the last known owner of the purported FNMA note of FNMA Loan #1700119966 on or about December 7, 2005;

(11.4) Further responding to the allegations of paragraph 4, pursuant to the MERS Milestones Report for 100456-000073195-5 when the purported FNMA note was securitized and sold to investors of a FNMA MBS Trust, the true creditors, governed by the FNMA Trust Indenture, to the extent that FNMA Trustee was the absolute last owner of the note held for the benefit of such investors governed by the controlling FNMA Trust Indenture of which FNMA remained the guarantor until such time that FNMA fully prepaid the purported note on or about December 22, 2010;

(11.5) Further responding to the allegations of paragraph 4, to the extent that FNMA or FNMA Trustee was the last known owner of the purported FNMA note and subsequently FNMA fully prepaid the purported FNMA note, and to the extent that FNMA or FNMA Trustee **"shall have no authority to sell or hypothecate or make any substitution for any mortgage loan"** pursuant to the governing FNMA Trust Indenture, Defendants deny that the Plaintiff has the legal right to enforce the purported FNMA note;

(11.6) Further responding to the allegations of paragraph 4, Defendants deny that the Plaintiff has the legal right to enforce the purported the mortgage;

(11.7) Further responding to the allegations of paragraph 4, Defendants deny that the purported unenforceable and invalid purported FNMA note is negoitable by anyone, including FNMA and/or the Plaintiff;

(11.8) Further responding to paragraph 4, Defendants deny that the purported FNMA note is secured by the E*Trade mortgage;

(11.9) Further responding to the allegations of paragraph 4, Defendants admit that Rule 17(a)

of the South Carolina Rules of Civil Procedure exists, Defendants deny that Plaintiff is a real party in interest;

(11.10) Further responding to the allegations of paragraph 4, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

12. Answering the allegations of paragraph 5, Defendants re-allege its responses to Paragraphs 1-11 as if set forth herein. Further responding to the allegations of paragraph 5, to the extent that the governing FNMA Trust Indenture strictly prohibits a loan modification that reduces the Mortgage Interest Rate or extends the final maturity, Defendants deny that the purported FNMA note would be eligible or modifiable by the Home Affordable Modification Program "HAMP";

(12.1) Further responding to the allegations of paragraph 5, Defendants deny that the purported FNMA note was modifiable by HAMP at any time since its inception in 2005 to the present;

(12.2) Further responding to the allegations of paragraph 5, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

13. Answering the allegations of paragraph 6, Defendants re-allege its responses to Paragraphs 1-12 as if set forth herein. Further responding to the allegations of paragraph 6, Defendants deny that they are *("Borrowers")* of the Plaintiff;

(13.1) Further responding to the allegations of paragraph 6, to the extent that the purported FNMA note is not attached to the Complaint, the purported FNMA note is not within the four corners of the Complaint, and the purported FNMA note is not a recorded document in Beaufort County, SC ROD, the Defendants deny the validity and enforceability of the purported FNMA note;

(13.2) Further esponding to the allegations of paragraph 6, to the extent that the purported FNMA note is a "Fannie Mae/Freddie Mac - UNIFORM INSTRUMENT MULTISTATE

FIXED RATE NOTE – Single Family", the purported FNMA note was for the sole purpose of a FNMA MBS Trust for the benefit of the FNMA investors, the true creditors for a FNMA MBS Trust, governed by the controlling FNMA Trust Indenture;

(13.3) Further responding to the allegations of paragraph 6, to the extent that the Plaintiff does not allege that it is holder-in-due-course of the purported FNMA note pursuant to the Uniform Commercial Code UCC 3-302, Defendants deny that the Plaintiff is holder-in-due course of the FNMA note;

(13.4) Further responding to the allegations of paragraph 6, to the extent that the Plaintiff is not a purchaser for value of the purported FNMA note, not a purchaser in good faith, and not a purchaser without notice of defects and that the purported FNMA note has been prepaid in full and that FNMA pursuant to the controlling FNMA Trust Indenture as it prohibits FNMA from selling the purported FNMA note. Further responding to the allegations of paragraph 6, Defendants deny that the Plaintiff has any legal rights to payment under the purported FNMA note;

(13.5) Further responding to the allegations of paragraph 6, Defendants further deny that the Plaintiff has any legal right to enforce the purported FNMA note;

(13.6) Further responding to the allegations of paragraph 6, Defendants further deny that the Plaintiff has any legal right to foreclose on the purported FNMA note;

(13.7) Further responding to the allegations of paragraph 6, Defendants further deny that the Plaintiff is the real party in interest pursuant to SCRCP Rule 17a;

(13.8) Further responding to the allegations of paragraph 6, Defendants deny that the purported FNMA note is negotiable;

(13.9) Further responding to the allegations of paragraph 6, Defendants deny that they have made executed, and delivered any loan documents to the Plaintiff;

(13.10) Further responding to the allegations of paragraph 6, Defendants deny that E*Trade

Mortgage Corporation ("E*Trade") is referenced as ("Payee") on the purported FNMA note;

(13.11) Further responding to paragraph 6, Defendants deny that monies are owed to E*Trade or that any monies are owed to the Plaintiff on the purported FNMA note;

(13.12) Further responding to the allegations of paragraph 6, to the extent that FNMA fully prepaid the purported FNMA note in full on December 22, 2010, Defendants deny that monies are owed to the Plaintiff;

(13.13) Further responding to the allegations of paragraph 6, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

14. Answering the allegations of paragraph 7, Defendants re-allege its responses to Paragraphs 1-13 as if set forth herein. Further responding to the allegations of paragraph 7, Defendants deny that the alleged E*Trade mortgage secures the payment of the purported FNMA note;

(14.1) Further responding to the allegations of paragraph 7, Defendants admit that Mortgage Electronic Registration Systems, Inc. ("MERS") was embedded as nominee in the E*Trade mortgage;

(14.2) Further responding to the allegations of paragraph 7, pursuant to the MERS Milestones Report for 100456-000073195-5, MERS was removed from the E*Trade mortgage extinguishing the mortgage in 2011, and the E*Trade mortgage was never assigned back to MERS, the purported FNMA note became inactive on the MERS system;

(14.3) Further responding to the allegations of paragraph 7, Defendants deny that they are currently *("Mortgagors")* to an extinguished E*Trade Mortgage Corp. or *("Mortgagors")* to Mortgage Electronic Registration Systems, Inc. ("MERS"), pursuant to the MERS Milestones Report for 100456-000073195-5, the purported mortgage was extinguished and the MERS has been removed from the purported mortgage;

(14.4) Further responding to the allegations of paragraph 7, Defendants deny that they made,

executed, and delivered the purported mortgage to Mortgage Electronic Registration Systems, Inc. ("MERS");

(14.5) Further responding to the allegations of paragraph 7, Defendants deny that the *("Subject Mortgage")* secures the *("Subject Property")* of the Defendants;

(14.6) Further responding to the allegations of paragraph 7, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

15. Answering the allegations of paragraph 8, Defendants re-allege its responses to Paragraphs 1-14 as if set forth herein. Further responding to the allegations of paragraph 8, to the extent that the original authentic mortgage with the blue ink signature in its present form is not recorded in the Beaufort County, SC ROD, the current original would show the mortgage stamped in red ink "PAID IN FULL", Defendants deny that the purported mortgage recorded in October 13, 2005 is the original in its present form and Defendants deny that the purported recorded mortgage is valid or enforceable;

(15.1) Further responding to the allegations of paragraph 8, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

16. Answering the allegations of paragraph 9, Defendants re-allege its responses to Paragraphs 1-15 as if set forth herein. Further responding to the allegations of paragraph 9, to the extent that a purported E*Trade/MERS extinguished mortgage purportedly assigned to Citimortgage recorded November 22, 2010 in Book 03012 at Page 1418, which at the time, the purported FNMA note was owned/held by FNMA, Trustee for benefit of the FNMA MBS Trust investors, Defendants deny the purported assignment of mortgage because the purported mortgage and purported mortgage assignment was void and a nullity;

(16.1) Further responding to the allegations of paragraph 9, to the extent that the purported

extinguished mortgage that was purportedly assigned from Citimortgage to Nationstar Mortgage, LLC by assignment recorded August 10, 2016 in Book 3505 at Page 2468, Defendants deny the purported assignment of mortgage because the purported mortgage and mortgage assignment are void and are a nullity;

(16.2) Further responding to the allegations of paragraph 9, to the extent that the extinguished mortgage that was purportedly assigned from Nationstar Mortgage, LLC to ("**Wilmington Savings Fund Society, FSB, not in its individual capacity, d/b/a CHRISTIANA TRUST as Owner Trustee on behalf of CSMC 2018 RPL6 Trust**") by assignment recorded December 18, 2018 in Book 3722, Defendants deny the purported assignment of mortgage because the mortgage and mortgage assignment are void and are a nullity;

(16.3) Further responding to the allegations of paragraph 9, all three of the above referenced purported assignments of mortgage contain forged signatures, false statements, contain notary fraud, are fabricated and fraudulent;

(16.4) Further responding to the allegations of paragraph 9, to the extent that FNMA was the last known owner of the purported FNMA note, and the fact that FNMA is strictly prohibited from selling the purported FNMA note pursuant to the governing Trust Indenture, Defendants deny all three of the above referenced purported mortgage assignments;

(16.5) Further responding to the allegations of paragraph 9, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

17. Answering the allegations of paragraph 10, Defendants re-allege its responses to Paragraphs 1-16 as if set forth herein. Further responding to the allegations of paragraph 10, Defendants deny that the purported mortgage evidences a mortgage, the mortgage is extinguished;

(17.1) Further responding to the allegations of paragraph 10, Defendants deny that the purported mortgage secures the repayment of money;

(17.2) Further responding to the allegations of paragraph 10, Defendants deny that monies were advanced by a "Payee" to the Defendants;

(17.3) Further responding to the allegations of paragraph 10, Defendants deny that they are Mortgagors on an extinguished purported mortgage;

(17.4) Further responding to the allegations of paragraph 10, Defendants deny that the purported *"Subject Mortgage"* constitutes a valid first lien on the purported *"Subject Property"*;

(17.5) Further responding to the allegations of paragraph 10, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

18. Answering the allegations of paragraph 11, Defendants re-allege its responses to Paragraphs 1-17 as if set forth herein. Further responding to the allegations of paragraph 11, Defendants deny that all notices required by the terms of the purported extinguished mortgage or by State or Federal law have been given to the applicable defendant(s) prior to the commencement of this action;

(18.1) Further responding to the allegations of paragraph 11, Defendants deny that the any notices are required by an extinguished mortgage or by the purported fully prepaid FNMA note;

(18.2) Further responding to the allegations of paragraph 11, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

19. Answering the allegations of paragraph 12, Defendants re-allege its responses to Paragraphs 1-18 as if set forth herein. Further responding to the allegations of paragraph 12, Defendants deny that the purported "Subject Mortgage" secures the terms of the purported FNMA Note;

(19.1) Further responding to the allegations of paragraph 12, Defendants deny that they are in default on the purported FNMA note;

(19.2) Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff has the right to enforce the purported FNMA note;

(19.3) Further responding to the allegations of paragraph 12, Defendants deny that they have defaulted on any of the conditions and requirements in the purported mortgage because the mortgage is unenforceable, void, a nullity, and extinguished;

(19.4) Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff has the right to enforce the subject mortgage;

(19.5) Further responding to the allegations of paragraph 12, Defendants deny that they are required to comply with the purported extinguished unenforceable void mortgage;

(19.6) Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff is entitled to accelerate the purported FNMA note;

(19.7) Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff is the legal holder of the FNMA note or subject mortgage;

(19.8) Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff has the right to demand payment from the Defendants for any reason;

(19.9) Further responding to the allegations of paragraph 12, Defendants deny that the purported FNMA note may become at once due or once due and payable without notice;

(19.10) Further responding to the allegations of paragraph 12, Defendants deny that the purported FNMA note is collectible by foreclosure;

(19.11) Further responding to the allegations of paragraph 12, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

20. Answering the allegations of paragraph 13, Defendants re-allege its responses to Paragraphs 1-19 as if set forth herein. Further responding to the allegations of paragraph 13, Defendants deny that any of the terms of the purported FNMA note are enforceable;

(20.1) Further responding to the allegations of paragraph 13, Defendants deny that the Defendants are required to pay all collection costs or attorneys' fees;

(20.2) Further responding to the allegations of paragraph 13, Defendants deny that the purported FNMA note was placed in the hands of counsel on behalf of the Plaintiff for collection;

(20.3) Further responding to the allegations of paragraph 13, Defendants deny that the purported FNMA Note was placed in the hands of counsel on behalf of FNMA for collection;

(20.4) Further responding to the allegations of paragraph 13, Defendants deny that the Plaintiff has the right to collect on the purported FMMA note;

(20.5) Further responding to the allegations of paragraph 13, Defendants deny that the Plaintiff has the right to initiate a collection action against the Defendants relating to the purported FNMA note;

(20.6) Further responding to the allegations of paragraph 13, Defendants deny that they are are in default of the purported FNMA note or the purported extinguished mortgage;

(20.7) Further responding to the allegations of paragraph 13, Defendants deny that Plaintiff and/or its counsel have any collection rights against the Defendants;

(20.8) Further responding to the allegations of paragraph 13, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

21. Answering the allegations of paragraph 14, Defendants re-allege its responses to Paragraphs 1-20 as if set forth herein. Further responding to the allegations of paragraph 14, Defendants deny that the Plaintiff has the right to a personal judgment against the Defendants, Further responding to the allegations of paragraph 14, Defendants deny that the the Plaintiff has the right to a deficiency judgment against the Defendants;

(21.1) Further responding to the allegations of paragraph 14, Defendants deny that the Plaintiff

has the right to enforce the purported FNMA note or the extinguished E*Trade mortgage;

(21.2) Further responding to the allegations of paragraph 14, Defendants deny that the Plaintiff has the right to foreclose on the Defendants property;

(21.3) Further responding to the allegations of paragraph 14, Defendants deny that the Plaintiff has the right to collect the costs of collection;

(21.4) Further responding to the allegations of paragraph 14, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

22. Answering the allegations of paragraph 15, Defendants re-allege its responses to Paragraphs 1-21 as if set forth herein. Further responding to the allegations of paragraph 15, Defendants deny that they were in default on or around January 1, 2019 on the purported FNMA note;

(22.1) Further responding to the allegations of paragraph 15, Defendants deny that they failed to make the required payment of interest and principal due on the purported FNMA note or that a payment was required on the purported FNMA note;

(22.2) Further responding to the allegations of paragraph 15, Defendants deny that there is now due and owing and unpaid upon the purported FNMA note and extinguished mortgage the full and just principal sum of $288,872.61 together with interest at the rate of 2.00% per annum;

(22.3) Further responding to the allegations of paragraph 15, Defendants deny that they are required to pay any attorneys' fees for the collection thereof and the costs of this action;

(22.4) Further responding to the allegations of paragraph 15, Defendants deny that Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property;

(22.5) Further responding to the allegations of paragraph 15, Defendants deny that they are bound by the terms of the extinguished mortgage or the purported FNMA note. Further responding to the allegations of paragraph 15, Defendants deny that the Plaintiff has the right to add additional sums or collect a debt from the Defendants;

(22.6) Further responding to the allegations of paragraph 15, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

23. Answering the allegations of paragraph 16, Defendants re-allege its responses to Paragraphs 1-22 as if set forth herein. Further responding to the allegations of paragraph 16, Defendants deny that the Defendant Dulamo Estates Homeowners Association, Inc. is a Defendant;

(23.1) Further responding to the allegations of paragraph 16, Defendants deny that Dulamo Estates Homeowners Association, Inc. has claim or interest in the subject property;

(23.2) Further responding to the allegations of paragraph 16, Defendants deny that the Plaintiff is entitled to a judicial sale of the Defendants property;

(23.3) Further responding to the allegations of paragraph 16, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

24. Responding to "WHEREFORE, Plaintiff prays judgment that", Defendants re-allege its responses to Paragraphs 1-24 as if set forth herein. Further responding, Defendants deny that there is an amount due on the purported FNMA note or from the subject extinguished E*Trade mortgage;

A). Further responding to paragraph A, Defendants deny that the Plaintiff has the right to enforce the purported FNMA note and/or the extinguished mortgage. Further responding to "WHEREFORE, Plaintiff prays judgment that:", Defendants deny that the Plaintiff has the right to collect attorney's fees and costs of this action;

B). Further responding to paragraph B, Defendants deny that they have any rents, issue, profits, tenants occupying or anyone exercising control over the property. Further responding that the Defendants deny that the subject property is a mortgaged property. Further responding that the Defendants deny that the Plaintiff has the right to appoint a Receiver to collect the rents, issue,

profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

C). Further responding to paragraph C, Defendants deny that the Plaintiff is entitled for the extinguished mortgage to be declared a valid first lien. Further responding, Defendants deny that the Plaintiff is entitled to have judgment of foreclosure. Further responding, Defendants deny that there is any amount due and owing thereon. Further responding, Defendants deny that the Plaintiff is entitled to any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.

D). Further responding to paragraph D, Defendants deny that the Plaintiff has the right to sell the Defendants property or for the Court to bar the equity of redemption be barred or use any proceeds from any sale. Further responding, Defendants deny that the Plaintiff has the right charge the to the costs and expenses of the within action and said sale, has no right to the payment and discharge of the amount due on the purported Plaintiffs Note(s) and Subject Mortgage(s), together with attorney's fees as aforesaid. Further responding, Defendants deny that the Plaintiff has the right to distribute surplus or award the Plaintiff a deficiency judgment against the Defendants in the event that the proceeds of the sale of the Property are insufficient to pay in full the indebtedness, including costs of collection.

E). Further responding to paragraph A, "For such other and further relief as may be just and proper", Defendants deny that the Plaintiff is entitled to any relief. Defendants responding to "FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein." Further responding, Defendants deny that the Plaintiff is entitled to order or direct the Sheriff of Beaufort County to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said property

without delay, and to keep the successful bidder or his assigns in such peaceable possession.

DEFENSE #2

25. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

26. On or about May 11, 2020, the CSMC 2018 RPL6 Trust was securitized;

27. The sponsor for CSMC 2018 RPL6 Trust is DLJ Mortgage Capital, Inc., wholly owned subsidiary of Credit Suisse (USA) Inc.,

28. DLJ Mortgage Capital, Inc., ("DLJ") as the sponsor of CSMC 2018 RPL6 Trust, acquired all of the mortgage loans from Fannie Mae on or about September 21, 2018;

29. The depositor for the CSMC 2018 RPL6 Trust is "Credit Suisse First Boston Mortgage Securities Corp." filed Form ABS-15G with the Securities and Exchange Commission ("SEC") a due diligence report performed by AMC Diligence, LLC ("AMC");

30. The AMC Due Diligence Executive Summary of the CSMC 2018 RPL6 Trust, including a Collection Comment Review, Payment history review, and a tax and title review, the SEC public filing shows a completed Compliance Review of the 20,125 FNMA mortgage loans acquired by DLJ for the CSMC 2018 RPL6 Trust for the sole benefit of the single shareholder (PIMCO Income Fund, the largest bond mutual fund in the world);

(30.1) The CSMC 2018 RPL6 Trust consists of former FMNA loans starting with the FNMA loan number 1700XXXXXX, (Homeowners' FNMA loan number is 1700119966) every mortgage loan in the CSMC 2018 RPL6 Trust were formerly serviced by NATIONSTAR, LLC doing business as Mr. Cooper that were acquired by DLJ Mortgage Capital, Inc. as the winning bidder of the July 2018 FNMA auction ("FNMA RPL2-PL3 SALE"), PL3 is Pool 3 of 4 Pools acquired by DLJ, nearly all of the mortgage loans were subject to the controlling FNMA Trust Indenture that originated for FNMA loans between approximately 2002 through mid-2007;

(30.2) The AMC due diligence reports filed with the SEC on May 11, 2020 shows all 20,125

FNMA loan numbers that were acquired by DLJ Capital Mortgage, Inc., for CSMC 2018 RPL6 Trust. Homeowners conducted an exhaustive manual review of all 20,125 FNMA loan numbers in the CSMC 2018 RPL6 Trust and a complete computer scan of thousands of pages of documents and all of the 20,125 FNMA loan numbers in CSMC 2018 RPL6 Trust, the Homeowners' **FNMA Loan #1700119966 IS NOT OWNED BY THE CSMC 2018 RPL6 TRUST;**

(30.3) The securitization of the CSMC 2018 RPL6 Trust on May 11, 2020 did not occur until (7) seven months after the Plaintiff filed the above referenced Complaint on October 11, 2019.

(30.4) **All** of the 20,125 FNMA loans that were re-securitized to the CSMC 2018 RPL6 Trust were acquired by DLJ Mortgage Capital, Inc. from FNMA in a bulk transaction with the deal closing on or about September 21, 2018;

(30.5) The FNMA RPL2 SALE of 26,900 mortgage loans was in violation of the controlling FNMA Trust Indenture and the subsequent re-securitization and re-selling of said loans to CSMC 2018 RPL6 Trust may be considered illegal, mortgage fraud, and/or securities fraud.

(30.6) Pursuant to the controlling FNMA Trust Indenture, as such, FNMA **"shall have no authority to sell or hypothecate or make any substitution for any mortgage loan"**;

(30.7) The due diligence report shows that the 20,125 FNMA loan numbers that were acquired by DLJ for the benefit of the single shareholder of the CSMC 2018 RPL6 Trust, the FNMA RPL2 Sale of 26,900 mortgage loans indicates that there are 6,775 mortgage loans that are missing;

(30.8) Upon information and belief, those 6,775 loans that never made it into the CSMC 2018 RPL6 Trust, most if not all of the homeowners are experiencing aggressive, unfair, and deceptive debt collection practices or have been foreclosed upon and have either experienced double jeopardy or are at a very high risk of double jeopardy. The remaining 20,125 FNMA loans that show in the securitized CSMC 2018 RPL6 Trust, those homeowners are at similar

high risk of aggressive, unfair, and deceptive debt collection practices and have either been foreclosed upon or experienced double jeopardy or are at a very high risk of foreclosure and/or double jeopardy in the near future.

31. On 12/18/2018, Nationwide Title Clearing, Inc. filed a purported mortgage assignment in Beaufort County, SC at the request of Fannie Mae as indicated on the assignment. Fannie Mae was neither the Assignor or Assignee of the assignment of mortgage. The purported assignment was from NATIONSTAR to CSMC 2018 RPL6 Trust, et al.

    (31.1) The purported assignment shows the Homeowners' FNMA Loan number 1700119966;

    (31.2) All of the signatories on purported assignment, including the witnesses and notary, were all employees of Nationwide Title Clearing, Inc., including NTC employee Patrick McCabe representing himself as Vice president of NATIONSTAR, LLC;

32. In the footnote of the purported mortgage assignment shows the document being prepared by Dave LaRose/NTC, Nationwide Title admits that he did not prepare this document.

33. In the footnote of the purported assignment shows "FNMA 2018-RPL2-PL3 SALE", this "sale" if true, would be a violation of the controlling FNMA Trust Indenture, as such FNMA **"shall have no authority to sell or hypothecate or make any substitution for any mortgage loan"**.

DEFENSE #3

34. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

35. Plaintiff has failed to join parties pursuant to SCRCP 12(b)(7) which states in part: "failure to join proper party under Rule 19"...;

36. Plaintiff has failed to join as a party "CHRISTIANA TRUST" also known as Christiana Trust of Delaware, a Delaware corporation formed as a "Limited Purpose Trust" named as the Trustee in the purported "Assignment of Mortgage";

37. Plaintiff has failed to join as a party Federal National Mortgage Association ("FNMA"), the

Homeowners' FNMA loan #1700119966, which is the subject of this action;

38. Plaintiff has failed to join indispensable parties, including the "True Owner(s)", "Secured Creditors", "Holder-in-Due Course" and the "Real Party-in-Interest" of the purported FNMA Note and/or mortgage, if there are any;

39. The Complaint should be dismissed.

DEFENSE #4

40. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

41. The Complaint fails to state facts sufficient to constitute a cause of action;

42. The Complaint seeks relief that is unavailable in a foreclosure action;

43. As shown by the allegations of the Complaint, the Plaintiff is neither the owner of a valid and enforceable note and holder of a valid and enforceable mortgage;

44. The Plaintiff is not entitled to foreclosure through a non-foreclosure debt collection action;

45. The Plaintiff is not a holder-in-due course and the Homeowners have defenses provided by the Uniform Commercial Code ("UCC") adopted in all fifty states;

46. The Complaint should be dismissed.

DEFENSE #5

47. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

48. The Court lacks personal jurisdiction over the Plaintiff pursuant to SCRCP 12(b)(2) or SC Code 36-2-803 or under South Carolina law, the Plaintiff does not have the capacity to sue or maintain this debt collection in the State of South Carolina;

49. CSMC 2018 RPL6 Trust is a separate legal entity formed and governed by the laws of the State of Delaware as a "Delaware Statutory Trust ("DST"), the State of South Carolina does not recognize the statutory laws of Delaware;

50. CHRISTIANA TRUST Company of Delaware, a Delaware corporation formed as a "Limited Purpose Trust" (a Delaware "Limited Purpose Trust") a separate legal entity formed and governed by the laws of the State of Delaware, Christiana Trust, as Trustee, this Court lacks personal jurisdiction over Christiana Trust, as Trustee pursuant to SC Code 36-2-803 or under South Carolina law, the State of South Carolina does not recognize the statutory laws of Delaware, Christiana Trust does not have the capacity to sue or maintain this debt collection action in the State of South Carolina;

51. Wilmington Savings Fund Society, FSB, a Delaware corporation, **"acting not in its individual capacity",** ("Wilmington") has the same legal rights and liability protections as any shareholder or stockholder of any other Delaware corporation, such as a shareholder of ExxonMobil or Microsoft Corporation shareholder, thus, Wilmington **"acting not in its individual capacity",** this Court lacks personal jurisdiction over Wilmington, "not in its individual capacity" or Christiana Trust, as Trustee and Wilmington does not have the capacity to sue or maintain this debt collection in the State of South Carolina;

52. Pursuant to SCRCP 12(b)(2), this case should be dismissed.

DEFENSE #6

53. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

54. Wilmington Savings Fund Society, FSB ("Wilmington") is a FDIC-Insured subsidiary of WSFS Financial Corporation, with its principal place of business located at 500 Delaware Avenue, Wilmington, DE 19801. ("Wilmington") is being sued by the Homeowners in its individual capacity and is being sued "not in its individual capacity" and is being sued as "Wilmington Savings Fund Society, FSB, not in its individual capacity, d/b/a CHRISTIANA TRUST as Owner Trustee on behalf of CSMC 2018 RPL6 Trust", and as CSMC 2018 RPL6 Trust, a separate legal entity as a "Delaware Statutory Trust"

(54.1) CHRISTIANA Trust Company, a division of WSFS Bank, is a Delaware "Limited Purpose Trust" Company of Delaware.

(54.2) CSMC 2018 RPL6 Trust was formed on September 19, 2018 as "Delaware Statutory Trust" ("DST") in the State of Delaware, the Registered Agent for the Trust to accept service is Wilmington Savings Fund Society, FSB ("Wilmington") located at 500 Delaware Avenue, 11th Floor, Wilmington, DE 19801.

(54.3) Wilmington Savings Fund Society, FSB ("Wilmington") and Wilmington Savings Fund Society, FSB, not in its individual capacity, d/b/a Christiana Trust as Owner Trustee on behalf of CSMC 2018 RPL6 Trust may be served with process of this Court upon any officer of the corporation by mailing the counterclaim to the principal place of business or may be served upon its counsel, J. Martin Page, Esq. of Bell Carrington Price & Gregg located at 339 Heyward Street, Suite 301, Columbia, SC 29201;

(54.4) CSMC 2018 RPL6 Trust is being sued as a separate legal entity;

(54.5) DLJ Mortgage Capital Inc., wholly owned subsidiary of Credit Suisse (USA) Inc., sponsor of CSMC 2018 RPL6 Trust a/ka Credit Suisse Mortgage Trust 2018 RPL6 Trust;

(54.6) Credit Suisse First Boston Mortgage Securities Corp., depositor of CSMC 2018 RPL6 Trust;

(54.7) Federal National Mortgage Asociation ("FNMA") or Fannie Mae, 1100 15th Street NW, Washington, DC 20005 may be served with process of this Court upon Fannie Mae, Corporate Headquarters, 1100 15th Street, NW, Washington, DC 20005 or served upon any other officer of Fannie Mae;

(54.8) Unknown Defendants 1 through 10 are corporate entities and/or individuals or agents thereof that may have a legal interest in the note and/or mortgage, assignments or the real property which is the subject of this proceeding and/or who may be responsible for the acts complained of herein. Collectively the defendants named above will be referred to as "Plaintiff" or "Counter-Defendant" or "Third-Party Defendants"

55. Wilmington Savings Fund Society, FSB D/B/A **CHRISTIANA TRUST** Company website states:

The Trustee: a). ***does not have an economic or beneficial interest in the loans and has no***

authority to manage or otherwise take action on the loans; b). ***does not*** *have responsibility for overseeing mortgage servicers;* c). ***does not*** *initiate. nor has any discretion or authority in the foreclosure process;* d). ***does not*** *manage or maintain properties in the foreclosure process;* e). ***Is not*** *responsible for the approval of loan modifications;* f). *does not mediate between servicers and investors.*

56. Wilmington Savings Fund Society, FSB, D/B/A CHRISTIANA Trust Company as purported Trustee "***does not*** *have an economic or beneficial interest in the loans and has no authority to manage or otherwise take action on the loans"* thus, Wilmington Savings Fund Society, FSB D/B/A **CHRISTIANA TRUST**, by admission, **is not** the "Owner Trustee" of the CSMC 2018 RPL6 Trust because a). they do not have an economic or beneficial interest in the purported Loan, therefore, they are not an "Owner" and b). they are not a Trustee of the purported loan because they have ***"no authority to manage or otherwise take action on the loans".***

57. Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA TRUST Company as "owner trustee" is not the owner of the purported FNMA Note or mortgage loan.

58. Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA TRUST Company, in its individual capacity is not the owner of the purported FNMA Note or purported mortgage loan.

59. CSMC 2018 RPL6 TRUST ("Trust") was formed as a "Delaware Statutory Trust" as an empty shell entity on September 19, 2018 listing Wilmington Savings Fund Society, FSB as Registered Agent, not as a Trustee. The Trust is not the owner of the purported FNMA Note or purported mortgage loan;

60. The name of the Trust, CSMC 2018 RPL6 Trust, as registered in the State of Delaware, does not include Wilmington Savings Fund Society, FSB as Trustee nor does it include CHRISTIANA TRUST in the name of the Trust;

61. There is no evidence or reason to believe that Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA TRUST is a Trustee to the CSMC 2018 RPL6 Trust;

62. The Trust, the CSMC 2018 RPL6 Trust is not a creditor of the Homeowners;

63. The CSMC 2018 RPL6 Trust does not own the purported FNMA Note;

64. Wilmington Savings Fund Society, FSB, in its individual capacity, does not own the purported FNMA Note..

65. ETRADE Mortgage Corporation, a former Delaware Corporation, exited the wholesale lending business and retail mortgage business in 2007 and 2008, respectively, and went out of business on or before July 31, 2011. There have been no ETRADE Mortgage Corporation corporate filings filed in the State of Delaware since 2011.

66. CHRISTIANA TRUST Company of Delaware has a **limited statutory role** as Delaware Limited Purpose Trust Company and has ***"no authority to manage or otherwise take action on the loans";***

67. Neither Wilmington Savings Fund Society, FSB, CHRISTIANA TRUST, CSMC 2018 RPL6 Trust nor Fannie Mae hold a perfected secured claim upon the Plaintiff's property.

68. On October 7, 2005, the ETRADE loan number was 731695 and was placed on the FNMA Note and Mortgage. The Mortgage Identification Number ("MIN") was also assigned to the Note and Mortgage 1000456-0000731695-5, the first set of numbers identify the original Lender and the second set of numbers identify the account number, therefore, 1000456 identifies ETRADE and 731695 identifies the Loan number. The mortgage MIN number: 1000456-0000731695-5 is also the same number used on the MERS Milestones report system to track ownership of the FNMA Note.

69. On November 3, 2005, ETRADE transferred the servicing rights, and only the servicing rights to CitiMortgage, Inc. with an effective date of December 1, 2005.

70. On 11/21/2005, the MILESTONES Report MIN number: 1000456-0000731695-5 showing ETRADE (MERS Id#1000456) and CitiMortgage (MERS Id#1000115);

71. On 12/1/2005, CitiMortgage servicing rights became effective.

72. On the same day, 12/1/2005, CitiMortgage transferred "Beneficial Rights Option 1" as a Warehouse/ Gestation Lender Security Interest to Fannie Mae to facilitate the securitization of a

batch of loans (Batch #2946061).

73. CitiMortgage, with a Warehouse/Gestation Lender Security Interest, did not take ownership of any individual loans, but simply acted as an intermediary in the securitization chain relating to their beneficial interest;

74. On the same day, 12/1/2005, Federal National Mortgage Association ("FNMA") a/ka Fannie Mae, acting in the capacity of Issuer, Trustee, and/or Guarantor, securitized and sold the subject Mortgage Loan and an entire Pool of loans to a FNMA MBS TRUST and in turn MBS bonds were simultaneously sold to Investors evidencing Guaranteed Mortgage Pass-Through Certificates (Bonds) to Investors for an undivided beneficial interests in a Pool of FNMA Fixed Rate Residential Mortgage Loans governed by the controlling FNMA Trust Indenture.

75. FNMA a/k/a Fannie Mae used the same Trust Indenture for approximately 25 years, dated November 1, 1981 and was amended by nine supplemental indentures and was in full force and effect from 1981 through mid-2007. On 12/1/2005, at the time the subject Loan was securitized, Fannie Mae was legally bound by the terms and conditions of the controlling FNMA Trust Indenture.

76. Again on 12/1/2005, at the time when Fannie Mae sold the subject Loan to a FNMA MBS TRUST, pursuant to the MERS MILESTONES Report, there is no entry showing any conveyance of the purported FNMA Note from E*TRADE to any person or entity, not to Fannie Mae or Citimortgage. The alleged E*TRADE Mortgage Corporation Note Indorsement to Citimortgage was not executed and delivered prior to the Cut-off Date of 12/1/2005 or any possible contractual extension thereof. In the absence of any conveyance or transfer of the Mortgage Loan from E*TRADE, thus E*TRADE remained the owner and holder of the Mortgage Loan. As such, the MERS Milestones Report shows, at a minimum, the first break in the chain of title.

77. Again, on 12/1/2005, Defendant Fannie Mae assigned the subject Loan a new Fannie Mae Loan

number **#1700119966.**

78. On 12/7/2005, pursuant to the MERS Milestones Report, CITI's "Beneficial Rights – Option 1" were automatically removed and Fannie Mae was listed as the Investor on the MERS systems, the very system in charge of tracking ownership of the Notes. Fannie Mae derived its Investor status and beneficial interest by acting in the capacity of a guarantor to guarantee timely payments of principal and interest to the actual real Investors, the bond holders of the FNMA MBS Trust, the true lenders and creditors;

79. Fannie Mae was paid and/or charged the Trust an ongoing guarantee fee to act as guarantor.

80. On 12/1/2005, when the the Loans were purportedly sold to the FNMA MBS Trust, Fannie Mae no longer owned the subject Loan and was prohibited from owning any of the pooled loans pursuant to the controlling FNMA Trust Indenture.

81. Fannie Mae no longer had any control over the purported FNMA Note or the mortgage loan or any of the pooled loans. The FNMA MBS Trust was a non-managed passive owner whereby all principal, interest, and pre-payments, and payoffs were immediately passed through to the Investors;

82. Fannie Mae had no authority or rights to sell the purported FNMA Note or any other pooled mortgage loans to any other person or entity once said loans were sold to the FNMA MBS Trust on 12/1/2005 through a series of bankruptcy remote transactions;

83. Pursuant to the FNMA Trust Indenture (Page 4):

*"**Fully Prepaid Mortgage Loan:** Any Mortgage Loan (i) respecting which payment of the entire principal balance is made prior to the final maturity of such Mortgage Loan, (ii) respecting which cash is received in connection with the liquidation of such Mortgage Loan, whether through insurance or guaranty proceeds, condemnation awards, proceeds of any sale of the Mortgaged Property or otherwise (and whether or not such cash is equal to the unpaid principal amount thereof and all interest accrued thereon) in an amount determined by FNMA in its reasonable judgment to be the full amount finally recoverable on account of such Mortgage Loan, or (iii) which is **deemed to be Fully Prepaid Mortgage Loan** pursuant to Section 4.02 or 5.03."*

84. Pursuant to the FNMA Trust Indenture (Page 15):

"that FNMA shall have no authority to sell or hypothecate, or subject to Section 4.02 and Section 5.03, make any substitution for any Mortgage Loan."

85. Pursuant to the FNMA Trust Indenture Section 5.03 (Page 16) *"Optional Withdrawal of Delinquent of Mortgage Loans, Mortgage Property or Withdrawable Mortgage Loans: Substitution or Repurchase of Defective Mortgage Loans. FNMA shall have the right and option, without obligation and in its discretion, to withdraw from the related Pool, upon appropriate entry in the Accounting Records, any Mortgage Loan at any time after such* ***Mortgage Loan becomes delinquent, in whole or in part, as to four consecutive monthly installments of principal and interest.*** *FNMA shall likewise have the right and option, without obligation and it in its discretion, to withdraw from the related Pool, upon appropriate entry in the Accounting Records, any Withdrawable Mortgage Loan and any and all Mortgaged Property received in connection with the foreclosure or comparable conversion of any Mortgage Loan.* ***Any such withdrawn Mortgage Loan or any Mortgage Loan secured by any such withdrawn Mortgaged Property shall be deemed to be Fully Prepaid Mortgage Loan.***

86. On October 20, 2010, at a time when the purported FNMA Note or mortgage loan was purportedly owned by a FNMA MBS Trust, an Assignment of Mortgage was filed in Beaufort, SC ROD by Prommis Solutions, LLC, PO Box 105312, Atlanta, GA 30348. The Assignment of Mortgage states as follows:

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the undersigned, does hereby grant, bargain, sell, convey and assign unto CitiMortgage, Inc., at 1000 Technology Drive, O'Fallon, MO 63368-2240, all its right, title and interest in and to that certain Mortgage executed by REX A. FIELD & TRACY L. FIELD in favor of Mortgage Electronic Registration Systems, Inc., as nominee for E*TRADE MORTGAGE CORPORATION dated OCTOBER 7, 2005 which mortgage appears of record in Book 02249, Page 2164 of the records of the BEAUFORT County Register of Deeds, South Carolina, together with the note, debt, and claim secured by said mortgage, in the principal sum of $359,000.00 and all monies due or to become due thereunder with the interest thereon.

87. The purported Assignment of Mortgage on October 20, 2010 set forth in the document did not occur before the Cut-off Date (12/1/2005) of the FNMA MBS Trust, or any contractual extension thereof. The ROBO assignment was filed in Beaufort County, SC ROD at the height of the mortgage crisis and robo-signing scandal in 2010. The assignment is purportedly signed by the infamous robo-signer Aaron Menne which at the time was an employee of CitiMortgage; The Assignment was fabricated, forged, and filed at a time when the subject FNMA Note was owned by a different entity altogether, by a FNMA MBS TRUST. At best, the mortgagee

(MERS) transferred only its rights in the the mortgage, as such, the assignment is a nullity and MERS "assignee" having no interest in the underlying debt (FNMA Note), has a worthless piece of paper.

88. Pursuant to the **MERS Systems Procedure Manual** – Release 23.0 – 12/10/2010:

*"**Assignment from MERS.** MERS should only be reflected as assigning a Mortgage; MERS should not be reflected as assigning the promissory note. The following are examples of* ***language that should not be included in a MERS assignment:***

-Together with the note/promissory note/indebtedness

-And the note/promissory note/indebtedness

-Along with the note/promissory note/indebtedness

-Assigns the note/promissory note/indebtedness

-Transfers the note/promissory note/indebtedness

89. On 10/20/2010, the FNMA Note was owned by a FNMA MBS Trust when the Assignment of Mortgage from MERS as nominee for ETRADE to CitiMortgage, Inc.

90. The assignment of the mortgage alone without the corresponding Note/Debt is a nullity;

91. MERS cannot transfer any rights greater than what they had, which was nothing. The Assignment is a nullity and all subsequent mortgage assignments are void. This assignment of mortgage in 2010 by MERS, at a minimum, is the second break in the title.

92. Homeowners were unaware, at the time, that the above referenced assignment on 10/20/2010 was filed in Beaufort County, SC ROD;

93. On December 22, 2010, FNMA prepaid the FNMA Note/mortgage loan in the FNMA MBS Trust, the Investors were prepaid-in-full;

94. The assignment of mortgage was forged and fabricated at a time when the FNMA Note was owned by FNMA MBS Trust Loan #1700119966.

95. Pursuant to the MERS Procedure Manual – Release 19.0 - 6/14/2010 - page 102 under **Deactivations:** "Reinstated or modified (Option 1), assigned back to MERS. **The Servicer is also responsible for preparing and recording the assignment back to MERS in this case"**

The required assignment back to MERS never happened, no recorded assignment in Beaufort County, SC ROD was ever recorded;

96. On February 23, 2011, a day after the Mortgage was extinguished by MERS and Citimortgage as shown on the MERS system, Citimortgage was reported as no longer the Servicer. The attorney at the law firm of Johnson and Freedman mailed a dismissal of the case that was filed on February 25, 2011 in Beaufort County, SC.

97. On February 22, 2012, the MERS Milestones Report shows "Transfer to Non-MERS Status". The MERS Manual shows "This deactivation should also be used when the lien has been extinguished..." " ...because the lien has been extinguished, no assignment is recorded, but the loan must be deactivated on the MERS System. Enter 9999999 for the New Servicer Org ID." The MERS Report shows CitiMortgage as the Old Servicer and the New Servicer as 9999999 Non-MERS Member. Transfer to Non-MERS Status;

98. No Assignment of Mortgage was recorded in Beaufort County, SC ROD showing an assignment from Citimortgage back to MERS, the Mortgage was extinguished and MERS was no longer the mortgagee on the mortgage.

99. On or about April 9, 2012, Heidi B. Carey, Esq. of the law firm of Riley, Pope, and Laney filed a Lender's Title Claim to Investors Title Insurance Company relating to the validity of the lien or invalid lien claim relating to the Homeowner's property. In order for CitiMortgage to file a "valid lien" insurance title claim, CitiMortgage would first have to believe that they held an invalid or unenforceable lien prior to the filing of the claim. Heidi B. Carey, Esq. of the law firm of Riley, Pope, and Laney, after Plaintiff's phone calls and written requests for information, refused to provide the Homeowners with any information related to their claim. At the time the claim was made, CitiMortgage was neither the Servicer nor the mortgagee or the owner of the FNMA Note or mortgage loan;

100. On May 3, 2013, E*TRADE entered into a Confidential Settlement Agreement with the

Plaintiff. The **"Released Matters"** are as follows:

101. *"E*TRADE hereby releases and forever discharges, on their behalf and on behalf of their agents, and legal representatives, as well as each of their respective current and former legal representatives, officers, attorneys, insurers, employees, agents, servicers, subsidiaries, parents and related entities, the Fields from any and all known or unknown claims, demands and causes of action of any sort (past, present, and future) and all damages which E*TRADE now or hereafter can, shall or may have relating to or in any way connected with Property and/or the E*TRADE Mortgage and E*TRADE Note that could have been brought against the Fields, including, but not limited to claims to surplus funds, foreclosure, deficiencies, deficiency judgments, and judgment liens on the Property."*

102. The Settlement and Release Agreement further states:

*"Parties acknowledge that E*TRADE will also release the Fields from all liability of the debt obligation under and associated with the E*TRADE Note which was executed contemporaneously with the E*TRADE Mortgage. Said release of liability shall be effective and binding as to E*TRADE's successors and assigns."*

103. The Settlement and Release Agreement further states:

*"E*TRADE represents and warrants that they own and hold the right, title or interest in the Released Matters herein. E*TRADE represents and warrants that they are not aware of any other person or entity who may have or who has asserted or can assert a right, title, or interest in the E*TRADE Mortgage and E*TRADE Note covered by this Agreement. E*TRADE further affirms that they are fully capable of executing this Agreement."*

104. On August 18, 2014, Jessica Shepard of Citimortgage signed page 7 of 7 of the MULTISTATE HOME MODIFICATION AGREEMENT – Single Family – Fannie Mae/ UNIFORM INSTRUMENT FORM 3157 3/09 (REV.10/10). Citimortgage only had one witness in violation of HAMP guidelines, witnessed by Jennifer Crangle. Attached to the last page of the HAMP was a notary page for Jessica Shepard of Citimortgage. On page 6 of 7, the paragraph titled **MERS LOAN.** The paragraph states as follows:

( ) MERS LOAN. If this box is checked, the loan evidenced by the Note and secured by the Security Instrument was assigned to or the Security Instrument was prepared in the name of Mortgage Electronic Registration systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address of 1901 E Voorhees Street Suite C, Danville, IL 61834 or P.O. Box 2016, Flint, MI 48501-2016, and telephone number of (888)679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns. MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender ***including, but not limited to, releasing***

and canceling the mortgage loan. *(emphasis added)*

105. The above referenced paragraph in the HAMP document, the MERS LOAN box was not only not checked, but the entire paragraph was crossed out. This removal of MERS from this HAMP document, MERS as the original mortgagee, shows that the **MERS Mortgage was extinguished.** Further, the first page of the HAMP document shows a Fannie Mae Investor Loan number #1700119966, different from the original MERS MIN number 1000456-0000731695-5 that was originally shown on the Note and Mortgage. However, the FNMA MBS TRUST that corresponds with Fannie Mae Investor Loan number #1700119966 was paid in full on December 22, 2010. Thus, this HAMP Agreement was in violation of HAMP guidelines because the mortgage was not a first lien mortgage (no lien) at the time that it was executed. Citimortgage subsequently filed the HAMP with Beaufort County, SC ROD. Beaufort County ROD rejected the HAMP document and sent it back to Citimortgage. Subsequently, Plaintiff, had a phone conversation with Jessica Shepard of Citimortgage regarding the status of the extinguished MERS Mortgage;

106. On March 10, 2015, (7) seven months after the first HAMP was partially executed, Document Recording Services, not Citimortgage, of Tallahassee, FL, unbeknownst to Plaintiff, refiled another HAMP document with Beaufort County, SC ROD. This time on (page 7 of 7) the Citimortgage Vice President name and signature (Jessica Sheppard) was crossed out including the one witness was crossed out and the notary page was completely removed from the document. Inserted on page (8) eight is the following:

"In witness Whereof, the Lender and I have executed this modification agreement" Page 8 is not on the standard FNMA MULTISTATE Form and does not include the signature of the Plaintiff. The signature page was back dated all the way back to November 6, 2014. The second HAMP document was purposefully misdated for November 6, 2014, but executed in March of 2015.

107. The second back dated modification agreement, not executed by the Homeowners or

Citimortgage, is a fabricated and forged document that has no legal force or effect. This HAMP document recorded in the Beaufort County, SC ROD is, at a minimum, the third break in Homeowner's title.

108. On August 6, 2016, Citimortgage acting in the capacity of a debt collector, not the servicer, not the lender, not the owner of the FNMA Note, and at a time when the mortgage loan was not owned by Fannie Mae or a FNMA MBS Trust as of December 22, 2010, an Assignment of Mortgage was filed in Beaufort, SC ROD by Nationwide Title Clearing , Inc. 2100 Alt. 19 North, Palm Harbor, FL 34683.

The Assignment of Mortgage states as follows:

"FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **CITIMORTAGE, INC.,** WHOSE ADDRESS IS 1000 TECHNOLOGY DRIVE, O'FALLON, MO 63368, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage together with all interest secured thereby, all liens, and any rights due or to become due thereon to **NATIONSTAR MORTGAGE LLC**, WHOSE ADDRESS IS 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019 (469)549-2000, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)."

109. The above referenced Assignment of Mortgage from CitiMortgage to NATIOSTAR clearly does not assign the purported FNMA Note. The assignment does not assign the purported HAMP Agreement. The Assignment does not assign the mortgage because the mortgage was extinguished by MERS on February 10, 2011.

110. The assignment does not reference Fannie Mae Investor Loan number #1700119966 because FNMA paid the loan in full on December 22, 2010.

111. Citimortgage cannot assign to NATIONSTAR any greater rights than what they had. At best, Citimortgage transferred only the mortgage, the transaction is a nullity and MERS "assignee", having no interest in the underlying debt, the assignment is a worthless piece of paper.

112. The Assignment of Mortgage from Citimortgage to Nationstar is null and void;

113. This Assignment of Mortgage document recorded in the Beaufort County, SC ROD is, at a minimum, the fourth break in the homeowners' title.

114. On December 18, 2018, Nationstar Mortgage, acting in the capacity of a Debt collector, not the Servicer, not the Lender, not the owner of the FNMA Note, and at a time when the FNMA Note was not owned by Fannie Mae or owned by a FNMA MBS Trust, an assignment of mortgage was filed in Beaufort, SC ROD by Nationwide Title Clearing 2100 Alt. 19 North, Palm Harbor, FL 34683;

115. The Assignment of Mortgage states as follows:

"FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **NATIONSTAR MORTGAGE LLC**, WHOSE ADDRESS IS 8950 CYRESS WATERS BLVD., COPPELL, TX 75019,(ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage together with all interest secured thereby, all liens, and any rights due or to become due thereon to **WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS OWNER TRUSTEE ON BEHALF OF CSMC 2018-RPL6 TRUST**, WHOSE ADDRESS IS 500 DELAWARE AVENUE, 11TH FLOOR, ATTENTION: CSMC 2018-RPL6, WILMINGTON, DE 19801, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)."

116. The above referenced assignment of Mortgage from **Nationstar, LLC** to **Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA Trust, Owner Trustee on behalf of CSMC 2018-RPL6 Trust** clearly does not assign the FNMA Note. The purported assignment does not assign the purported HAMP agreement because Nationstar was not assigned the HAMP agreement and the HAMP agreement is void. The assignment does not assign the mortgage because the mortgage was extinguished by MERS on February 10, 2011.

117. The Fannie Mae Investor Loan #1700119966 appears on the top of the assignment, however, Fannie did not transfer or assign anything to sub-servicer NATIONSTAR, thus,

NATIONSTAR could not possibly transfer anything related to Fannie Mae to CSMC 2018 RPL6 Trust. Fannie Mae Investor Loan number #1700119966 was paid in full on December 22, 2010. Nationstar cannot assign to CSMC 2018 RPL6 Trust any greater rights than what they had. At best, NATIONSTAR transferred a void mortgage, the transaction is a nullity and MERS "assignee", having no interest in the underlying debt, has a worthless piece of paper;

118. The assignment of mortgage from Nationstar to CSMC 2018 RPL6 Trust is void. This Assignment of Mortgage document recorded in the Beaufort County, SC ROD is, at a minimum, the fifth break or cloud on the Plaintiff's title.

119. The Plaintiff is not the owner of the purported FNMA Note, Wilmington Savings Fund Society, FSB, not in its individual capacity, D/B/A CHRISTIANA TRUST, Owner Trustee on behalf of CSMC 2018-RPL6 Trust did not pay for value for the FNMA Note to any predecessor.;

120. The Plaintiff is not the owner of the FNMA Note or secured to the Homeowners property.

121. Homeowners deny that the Plaintiff or Fannie Mae is the holder of the purported FNMA Note, further denies that they have the right to enforce the purported FNMA Note

122. Plaintiff does not hold a perfected secured claim or any claim upon the Homeowner's real property;

123. The purported FNMA Note was not transferred to the CSMC 2018 RPL6 Trust nor to Wilmington Savings Fund Society, FSB, not in its individual capacity, D/B/A CHRISTIANA Trust, Owner Trustee on behalf of CSMC 2018-RPL6 Trust.

124. The CSMC 2018 RPL6 Trust, Wilmington Savings Fund Society, FSB, not in its individual capacity, D/B/A CHRISTIANA Trust, Owner Trustee on behalf of CSMC 2018-RPL6 Trust or Fannie Mae do not own or hold the purported FNMA Note or a valid mortgage.

125. The purported FNMA Note has been fully prepaid in full;

126. Wilmington Savings Fund Society, FSB, not in its individual capacity, D/B/A CHRISTIANA Trust, Owner Trustee on behalf of CSMC 2018-RPL6 Trust has no right to enforce the purported FNMA Note nor

does any other person or entity.

DEFENSE #7

127. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

128. Plaintiff and Federal National Mortgage Association ("FNMA") a/k/a Fannie Mae have failed to show proof that the purported mortgage lien was perfected when Plaintiff filed the Complaint on the purported mortgage and they have failed to show a "perfected lien" that would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners.

129. Plaintiff has failed to show proof that the purported FNMA Note is identifiable to the Homeowners or real property when Plaintiff filed the Complaint and have failed to show said identity that would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners.

130. The alleged subject FNMA Note is paid-in-full and is not identifiable to the real property of the Homeowners.

131. The alleged debt does not exist between the Homeowners and Plaintiff.

132. Plaintiff is not the "Real Party in Interest" in this pending action.

133. Plaintiff is not the "secured creditor" of the note, mortgage, or any other credit agreement on the real property of the Homeowners.

134. Plaintiff is not the "Holder in Due Course" of the note, mortgage, or any other credit agreement on the real property of the Homeowners.

135. FNMA is not the "Real Party in Interest" in this pending action.

136. FNMA is not the "secured creditor" of the purported FNMA Note, mortgage, or any other credit agreement on the real property of the Homeowners.

137. FNMA is not the "Holder in Due Course" of the purported FNMA note, mortgage, or any other credit agreement on the real property of the Homeowners.

138. Homeowners are exercising their rights to defend themselves.

DEFENSE #8

139. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

140. The original "Lender" acted as a front for an elaborate and sophisticated FNMA securitization scheme;

141. Plaintiff has failed to show proof of the "table funded" loan package whereby monies were funneled through the securitization chain to fund the deal between the Real Parties-in-Interest, FNMA, borrowers and investors;

142. The FNMA mortgage securitization process whereby any rights incident to the FNMA Note and mortgage, were securitized, assigned and/or transferred, either in whole or in part, to one or more third parties;

143. FNMA assigned the purported FNMA Note was then securitized and/or sold to FNMA MBS Trustee for the benefit of the FNMA MBS Trust investors;

144. Plaintiff lacks authority to bring the foreclose action against the Homeowners as the true "owner(s)" and true "creditor(s)" were the investors of securities of the FNMA MBS Trust created to administer and collect and disburse payments to "investors" only on the FNMA MBS Trust securities, FNMA paid-in-full the FNMA Note on December 22, 2010;

145. The securitization of the note to a FNMA MBS Trust, the subsequent payment-in-full of the purported FNMA Note, and the fact that FNMA is strictly prohibited from selling any mortgage loans/Note pursuant to the controlling FNMA Trust Indenture has extinguished all standing and all rights of the Plaintiff to enforce the purported FNMA Note or mortgage or to

foreclose on the real property of the Homeowners which the Plaintiff fraudulently alleges standing without the legal right to bring the foreclosure action.

146. Any alleged rights the Plaintiff and/or any alleged predecessor(s) in interest with regard to the purported FNMA Note were extinguished of the original lender or subsequent Note holder prior to the time of the alleged conveyance of the FNMA Note to the FNMA MBS Trust;

147. Plaintiff has failed to show any proof of any alleged past owner, guarantor, or securitizer by a third party, such as "Fannie Mae" ("FNMA"), that would be secured to the real property of the Homeowners and said owner, guarantor cannot be assumed without creating an unfair prejudice against the Homeowners.

148. On December 22, 2010, the alleged subject FNMA Note, as per the applicable governing Trust documents, the consolidated note report shows that the purported FNMA Note was prepaid-in-full, and extinguished by FNMA and thus demonstrates that it is a "legal impossibility" for the purported FNMA Note would be secured by the real property of the Homeowners;

149. Plaintiff has failed to show proof that the purported FNMA Note is owned by any one person or entity when Plaintiff filed the Complaint and that said FNMA Note would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners.

DEFENSE #9

150. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

151. Plaintiff has failed to show proof of standing;

152. Homeowners hereby challenge Plaintiff's very standing to foreclose and thus its right to seek the remedy of foreclosure ab initio and as set forth more fully herein;

153. Plaintiff lacks standing to foreclose in their own name;

154. Rule 17(a) of the South Carolina Rules of Civil Procedure requires that an action be prosecuted in the name of the Real Party-in- Interest;

155. Homeowners dispute Plaintiff's standing by asserting that Plaintiff is not the owner and holder of the purported FNMA Note and the Plaintiff is not the "Real Party-in-interest.";

156. Homeowners hereby challenge Plaintiff's very standing to seek any monetary judgments and/or deficiency judgment against the real property of the Homeowners and/or personal judgments against the Homeowners themselves;

157. References in these defenses to the Plaintiff also refer to Plaintiff's assignors and/or predecessors in the event that there is valid claim of assignment of a previous mortgage and/or Note and/or any other financial instrument to Plaintiff;

158. Plaintiff is not the true and lawful owner of purported FNMA Note and/or Mortgage nor are any sums due Plaintiff thereunder;

159. Plaintiff and/or its respective agents, representatives, and/or successors have misrepresented the facts to deceive the court to obtain standing that does not exist as if the Plaintiff is the owner of Homeowner's alleged mortgage, and/or purported FNMA Note without alleging any legal assignment of the Note or providing any other information;

160. Plaintiff does not allege when or how the purported FNMA Note was assigned to it and omits any information that a valid assignment occurred;

161. Plaintiff's claim in itself proves that no chain of title exists of the extinguished mortgage and no valid assignment would exist or ever exist;

162. Plaintiff had no legal interest and/or or ownership in either the purported FNMA Note and mortgage at the time that the Complaint was filed, and raises genuine issues of material fact as to when (if ever) Plaintiff came into any ownership rights of either the purported FNMA Note and Mortgage;

163. Plaintiff's claims are not accompanied by evidence that Plaintiff has the authority to

bring the claim or has standing and is facially defective and does not constitute prima facie validity of the claim;

164. Nothing in the record shows the current owner of the mortgage and/or the purported FNMA Note or its chain of title;

165. There can be no beneficial ownership in the real property of the Homeowners mortgage by the Plaintiff as it is has been sold, securitized, and extinguished;

166. The record is deficient on any beneficial owner of the purported FNMA Note and in demonstrating who that person is or who that person's agent is, (if any), Plaintiff has failed to properly respond to the homeowner's request for validation of the alleged debt despite repeated requests.

DEFENSE #10

167. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

168. Plaintiff has not brought this foreclosure suit in the name of the party who has a legal right to foreclose on the real property of the Homeowners;

169. Plaintiff does NOT have the capacity that grants them the right to file a foreclosure suit, thus Plaintiff does not have "standing";

170. The chain of title ended with Federal National Mortgage Association ("FNMA"), Plaintiff lacks standing to file the foreclosure action;

171. Plaintiff is not the "Real Party in Interest" of the mortgage and purported FNMA Note or any other credit agreement on the real property of the Homeowners;

172. Plaintiff has not and cannot prove its case because it is not a "real party in interest" to the Homeowner's mortgage and the purported FNMA Note;

173. Plaintiff lacks evidence on the real property of the Homeowners shows that their claims have no merit, Plaintiff's documentation will be permanently insufficient and the defects are not

curable;

174. The "Real Party in Interest" cannot be assumed without creating an unfair prejudice against the Homeowners

175. The Court has no choice, but to assume that there isn't one.

DEFENSE #11

176. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

177. Plaintiff foreclosed on the Homeowners seeking payment of the purported FNMA Note knowing that another party (the FNMA MBS Trust or Investors) had a prior claim to the instrument;

178. Plaintiff has obtained no rights in the FNMA Note;

179. Plaintiff has failed to meet the acquisition requirements to establish "Holder-in-Due-Course" status of the purported FNMA Note;

180. Plaintiff has failed to acquire a higher level of immunity than can an ordinary "holder" in regard to defenses against payment on the purported FNMA Note or ownership claims to the Note by other parties;

181. The purported FNMA Note has been materially altered;

182. The purported FNMA Note is a forgery;

183. The use of the materially altered, forged FNMA Note in a foreclosure proceeding is illegal;

184. Plaintiff has failed to meet the requirements of a Holder-in-Due Course ("HDC") on the purported FNMA Note, in order for Plaintiff to be an HDC, Plaintiff must be a holder of a negotiable instrument and must take the instrument: (1) for value; (2) in good faith; and (3) without notice that it is overdue, that it has been dishonored, that any person has a defense against it or a claim to it, or that the instrument contains unauthorized signatures or alterations

or is so irregular or incomplete as to call into question its authenticity;

185. Plaintiff has failed to show that it has given "value" for the purported FNMA Note;

186. Plaintiff has failed to show that it obtained and/or acquired the purported FNMA Note in "good faith". Article 3 defines good faith as "honesty in fact and the observance of reasonable commercial standards of fair dealing";

187. Plaintiff knew or should have known that the purported FNMA Note was defective;

188. Plaintiff became a "holder" without value given, thus, the issue of "good faith" is raised on the grounds of both suspicious circumstances and the grossly inadequate consideration;

189. Plaintiff was given "notice" because they had actual knowledge of the defect, received a notice of the defect, and had a reason to know that a defect existed;

190. Plaintiff is not a Holder-in-Due-Course of the purported FNMA Note because they acquired or obtained possession of the purported FNMA Note for foreclosure on "notice" knowing that is was defective and they knew or had reason to know that it was defective in any one of the following ways:

a. There is a defense against the instrument or a claim to the instrument;

b. The instrument contains an unauthorized signature or has been altered;

c. The instrument is so irregular or incomplete as to call into question its authenticity;

191. The mortgage and the purported FNMA Note purportedly giving rise to this third party FNMA is not the Holder in Due Course has not shown to be;

192. Plaintiff has failed to disclose the "Holder in Due Course", if there is one, and the Court record does not disclose this information and it cannot be assumed without creating an unfair prejudice against the Homeowners;

193. Plaintiff is not the Holder in Due Course and has not shown to be;

194. Without the "Holder in Due Course" of the purported FNMA Note, there can be no action for foreclosure;

195. Plaintiff filed a Complaint or foreclosure lawsuit on the Homeowners seeking payment of the purported FNMA Note knowing that another party (the FNMA MBS Trust Investor(s)) was, at one time, the "owner" and had a prior claim to the FNMA Note;

196. Plaintiff knew or should have known that FNMA, was not, and never will be the true secured "owner" of the purported FNMA Note;

197. FNMA is not the "Holder-in-Due Course" because it's legally impossible for the FNMA MBS Trust to convey HDC status to FNMA;

198. FNMA has failed to meet the acquisition requirements to establish "Holder-in-Due-Course" status of the alleged subject Note;

199. FNMA has failed to acquire a higher level of immunity than can an ordinary "holder" in regard to defenses against payment on the FNMA Note or ownership claims to the Note by other parties;

200. The prepayment-in-full, reclassification and/or removal of the FNMA Note from the FNMA MBS Trust DOES NOT transfer ownership of the Note to FNMA, it only satisfies FNMA's obligation under the Trust Indenture as guarantor of the FNMA MBS Trust for timely payment of principal and interest to "Investors", the true owners;

201. FNMA is not the true owner of a valid secured Note enforceable on the real property of the Homeowners, nor were they ever;

202. FNMA, or any of its agents do not have the right to foreclose on or enforce the alleged purported FNMA Note on the real property of the Homeowners;

203. Plaintiff has failed to validate FNMA or a "true owner" (if there is one) and it cannot be assumed without creating an unfair prejudice against the Homeowners;

204. As such, the investors were paid-in-full, and the "holder" of a defective Note, holds a liquidated, paid-in-full, extinguished debt.

DEFENSE #12

205. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

206. The purported FNMA Note has been altered and has numerous defects and is fatally defective;

207. Plaintiff has failed to show proof that the FNMA "Note" is without defects that would be secured to the real property of the Homeowners and cannot be assumed without creating an unfair prejudice against the Homeowners;

208. Plaintiff has failed to show proof the subject "mortgage" is without defects (if one exists) that would be secured to the real property of the Homeowners and cannot be assumed without creating an unfair prejudice against the Homeowners;

209. The purported mortgage has been altered and has numerous defects and is fatally defective;

210. Plaintiff has failed to show proof that the subject "Assignment of Mortgage" is without defects that would be secured to the real property of the Homeowners and cannot be assumed without creating an unfair prejudice against the Homeowners;

211. Plaintiff has failed to show proof of any valid and enforceable endorsements on the purported Note that such endorsements (if any exist) would be secured to the real property of the Homeowners and cannot be assumed without creating an unfair prejudice against the Homeowners;

212. In the pending foreclosure lawsuit, the ROBO signed "Assignment of Mortgage" is defective;

213. No exhibits are attached attached to the Complaint;

214. Patrick McCabe did not have authority to execute the "Assignment of Mortgage" from NATIONSTAR to Wilmington, thus any assignment is improperly and unlawfully notarized;

215. Plaintiff has failed to show proof of a valid "Assignment of Mortgage" and that known ROBO signer Patrick McCabe was authorized in any capacity to execute the "Assignment of Mortgage" from NATIONSTAR to CSMC 2018 RPL6 Trust that would be secured to the real property of the Homeowners and a valid assignment cannot be assumed without creating an unfair prejudice against the Homeowners;

216. The alleged assignments of mortgage have numerous defects and are fatally defective, as such, subject ROBO mortgage assignments are false, fraudulent, forged, defective and void;

217. The alleged ROBO "Assignment of Mortgage" from NATIONSTAR, LLC to CSMC 2018 RPL6 Trust is false, fraudulent, and forged;

218. ROBO mortgage assignments from NATIONSTAR or Nationwide Title Clearing cannot be used to cure a jurisdictional defect as to the Real Party-in-Interest;

219. Plaintif is not the accredited party entitled to enforce the rights granted in the purported FNMA Note and/or mortgage and is not the "Real Party-in-Interest" and the "Holder-in-Due Course" at the time the foreclosure action was filed;

220. Plaintiff is not the "Real Party-in-Interest" and the "Holder-in-Due Course", the "secured creditor"; "secured lien holder"; "Mortgagee"; "owner of the mortgage"; owner of the FNMA Note; "nominee of the note"; "nominee of the mortgage"; "assignee of the mortgage"; assignee of the note;

221. The MERS "Assignment of Mortgage" is signed by a well-known ROBO signer for CitiMortgage under the name of Aaron Menne, straw-man (their own employee) to assign "nominee" status from MERS to CITI by signing the ROBO "assignment of mortgage"; Menne was an employee and Vice President of CitiMortgage, Inc. and a Vice President of MERS at the same time in name only when the ROBO "Assignment of Mortgage" was executed on subject property; Aaron Menne is not an Officer, Director, or an employee of (MERS) Mortgage Electronic Registration Systems, Inc and signed other ROBO assignments for MERS as

Assistant secretary or Assistant Vice President around the same time he was representing the interests of CITI; Aaron Menne's certified affidavits have failed in Court cases against CITI; Aaron Menne is or was an employee and Vice President of CitiMortgage,Inc. and a non-employee of MERS executing both sides of the contract;

222. MERS received no "VALUE RECEIVED" or "consideration" on the ROBO signed "assignment" from MERS to CITI. CITI did not pay any consideration or value for receiving the ROBO "Assignment of Mortgage" ..."a person gives "value" for rights if he acquires them" pursuant to [SC ST SEC 37-6-111](44), the signature of Aaron Menne on other "assignments with" do not match, Menne appears to have signed as Notary, the "signature" of the Notary Dennis J. Lueke does not match his signature on other assignments; the assignment has the stamp of ROBO processing firm Prommis Solutions, LLC, no corporate seal, the initial creation the ROBO "assignment" in question was filed on November 22, 2010 which was after the initial foreclosure filing with Court on November 9, 2010 on the subject property;

223. The Homeowners are of information and belief that the "Assignment of Mortgage" is not "genuine", the signatures are not authentic or free of forgery under the definitions pursuant to [SC ST SEC 36-1-201].

DEFENSE #13

224. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

225. No record document suggests that E*TRADE transferred its beneficial interest to CITI. Transfers of mortgage paper may be made outright (sale) or by pledge (as security for a loan to the transferor). In either event, to perfect the transfer, the transferor should physically deliver the Note to the transferee. Without a physical transfer, a sale of the Note could be invalidated as a fraudulent conveyance. One without pecuniary interest in the mortgage loan is not an obligee under the debt and, thus, has no legal standing to foreclose ab initio. (Watkins v. Bryant (1891)

91C 492, 27 P 77).

226. Plaintiff alleged interests - if any - flow from MERS alleged interests and ignores the plain language of the extinguished mortgage that names MERS as a nominee: (D) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS was mortgagee under this Security Instrument. Therefore, if Plaintiff is going to demonstrate an equitable assignment of the purported FNMA Note, it must first show that MERS had rights to the unendorsed Note which it could assign to CITI. However, the terms and provisions of the MERS mortgage expressly refute the notion that MERS owned or held the Note at inception. The mortgage was not countersigned by the alleged original Note holder/lender (E*TRADE) such as to give MERS any rights or interests in the purported FNMA Note. As well the Note itself admits of no rights or interests in MERS. Indeed, the subject mortgage granted no power or authority to MERS (a mere nominee holding only the lien, not the Note) to sell or transfer the note or mortgage or to assign its duties as "nominee";

227. The Plaintiff didn't take the Note pursuant to negotiation under the UCC, that left Plaintiff with taking whatever rights MERS had by the ROBO "Assignment of Mortgage" from MERS to CITI;

228. MERS could not assign any greater rights to CITI than MERS had.

DEFENSE #14

229. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

230. The Plaintiff, itself and/or by and through its agents and servants, has made representations and engaged in conduct that was calculated to convey the impression to the Homeowners that the status of the matters subject of this action are not as the Plaintiff claims;

231. The Plaintiff intended, or at least expected or desired, that the Homeowners would rely

upon the impressions conveyed by this conduct.

232. The Plaintiff knew that the status of the matters subject of this action could not be both as it represented to the Homeowners and as it claims in this action;

233. The Homeowners lacked the means to determine the true status of these matters;

234. The Homeowners accordingly relied on these representations to its prejudice;

235. Plaintiff and its representatives knowingly made material misrepresentations in their Complaint and other pleadings filed herein, sworn under penalty of perjury, and instituted this Complaint or foreclosure action under false pretenses;

236. Plaintiff cannot lawfully be servicing loans and collecting on the alleged loans that cannot be shown to be legally owned by an identified person or entity and/or that the debt obligation cannot be shown to exist or that has been extinguished;

237. The law firm of Bell Carrington Price & Gregg, LLC and/or the Plaintiff cannot lawfully be collecting a debt that cannot be shown to be legally owned by an identified person or entity and/or that the debt obligation cannot be shown to exist or that has been extinguished;

238. Nothing in the Court record establishes that Plaintiff and/or "Fannie Mae" ("FNMA") is the secured creditor, holder in due course, real party in interest, or the owner of a valid and enforceable Note and/or Mortgage on the real property of the Homeowners;

239. Thus, even if the Plaintiff could properly bring a motion in the name of and on behalf of the "real party in interest", (the entity that has rights in and pecuniary interest under the note secured by the mortgage), nothing of record adequately establishes who that entity actually is;

240. Plaintiff has failed to show proof to have any interest, validity, or priority in the purported FNMA Note and mortgage that would be secured to the real property of the Homeowners;

241. Plaintiff's claims are void of what their "interests" actually are;

242. Plaintiff's claims are without any proof, proof of validation, and proof of priority of

claims whatsoever;

243. Plaintiff knowingly filed false, fraudulent, unlawful and deficient Complaint to expedite this foreclosure to Homeowner's detriment;

244. Plaintiff lacks necessary documents and/or witnesses necessary to prove their claim and are unavailable or nonexistent;

245. Plaintiff has not shown any valid documentation that they are the secured creditor, Real Party-in-Interest, Holder-in-Due Course, or an agent of any thereof that would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners Plaintiff has not shown that FNMA is the owner of the Note, secured Creditor, Real Party in Interest, Holder-in-Due Course, or an agent of any thereof that would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

246. Plaintiff is using third parties, such as FNMA as a shield, to shield from disclosure the true material facts in this action.

247. Plaintiff has deprived the Homeowners of the Defenses available.

DEFENSE #15

248. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

249. The undisclosed original creditors "Investors" accepted payment-in-full from a third party FNMA for the alleged subject FNMA Note, and that the original creditors "Investors" received other compensation in the form of monies and/or credits. The purported FNMA Note was paid-in-full, and recorded as an extinguishment of the debt obligation.

DEFENSE #16

250. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

251. Plaintiff can prove no set of facts in support of their claim which would entitle them to relief;

252. Plaintiff fails to state facts sufficient to constitute a cause of action against the Homeowners;.

253. Plaintiff cannot lawfully be collecting on a debt that cannot be shown to be legally owned by an identified person and/or that the debt obligation cannot be shown to exist;

254. Plaintiff has failed to show proof of ownership or FNMA ownership of the purported FNMA Note that would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

255. Plaintiff has failed to show proof that they have the authority to bring the foreclosure lawsuit on their own behalf against the Homeowners and is facially defective and does not constitute prima facie validity of the claim;

256. Plaintiff's claims on the purported FNMA Note are frivolous;

257. Plaintiff has failed to state a claim upon which relief can be granted.

DEFENSE #17

258. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

259. Plaintiff does not have a close, mutual, or successive relationship to the same right of real property of the Homeowners;

260. Plaintiff does not have the power to enforce the purported FNMA Note and mortgage against the real property of the Homeowners, or otherwise;

261. No relationship exists between the "debt collectors" and Homeowners;

262. Fannie Mae ("FNMA") is not in privity with the Homeowners;

DEFENSE #18

263. Each assertion set forth in this pleading that is consistent with the following is

incorporated herein by reference as if here set forth verbatim;

264. Plaintiff has failed to show proof that the purported FNMA Note was duly assigned and/or endorsed, sold or transferred each and every time the alleged Note was assigned, sold or conveyed and that such transfers would be secured on the real property of the Homeowners by such transfers and it cannot be assumed without creating an unfair prejudice against the Homeowners;

265. Plaintiff has failed to show proof that FNMA is the "owner" of a valid and enforceable Note and that such alleged ownership would be secured by the real property of the Homeowners;

266. Plaintiff has failed to show proof that FNMA has noticed the Homeowners of any alleged default (if one exists or ever existed) and that such default would be secured by the real property of the Homeowners and such default cannot be assumed without creating an unfair prejudice against the Homeowners;

267. Plaintiff has failed to show proof of FNMA ownership of the purported FNMA Note and that said ownership would be secured by the real property of the Homeowners and Plaintiff fails to show any proof of a valid and enforceable Note and/or Note assignment by and between Plaintiff and FNMA and/or by and between any other person and/or any entity and there are no averments as to the nature of the purported FNMA ownership of the Note on the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

268. Plaintiff has failed to show proof of FNMA ownership of the purported FNMA Note and that said ownership would be secured by the real property of the Homeowners and Plaintiff fails to show any proof of "valuable consideration, offer, and acceptance" of the FNMA Note by and between FNMA and/or by and between any other person or entity and there are no averments as to the nature of the purported FNMA ownership of the Note on the real property of the

Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

269. Plaintiff has failed to show proof any assignment (if one exists, past, present, or future) of the purported FNMA Note and that said assignment would be secured by the real property of the Homeowners and such undisclosed and/or non-existent assignment would only be valid and enforceable if the phantom assignee FNMA is capable of accepting it, paying for it and the acceptance is for the assignee FNMA and it cannot be assumed without creating an unfair prejudice against the Homeowners;

270. Plaintiff failed to show proof of FNMA ownership of the purported FNMA Note and that said ownership would be secured by the real property of the Homeowners and Plaintif has failed to show any proof to allege that the phantom Assignor and/or Assignee of the purported FNMA Note even exists by and between FNMA and the Plaintiff and/or any other party (if one exists, past, present, or future) or even that FNMA has knowledge of such alleged ownership and/or knowledge of this foreclosure action and/or that the phantom Assignor to FNMA and/or that such Assignor has conveyed all rights and control to FNMA and/or that FNMA has assigned any rights or control to the Plaintiff and it cannot be assumed without creating an unfair prejudice against the Homeowners;

271. Plaintiff has failed to show proof of a valid and enforceable assignment (if one exists or ever existed) of the purported FNMA Note and that assignment would be secured to the real property of the Homeowners to FNMA (if one exists or ever existed) and it cannot be assumed without creating an unfair prejudice against the Homeowners;

272. Plaintiff has failed to show proof of a valid and enforceable assignment (if one exists, or ever existed) of the purported FNMA Note and that said assignment would be secured on the real property of the Homeowners by and between FNMA and any other person or entity, and as such, absent delivery and not in writing such assignment would be improper and would be a

nullity and it cannot be assumed without creating an unfair prejudice against the Homeowners;

273. Plaintiff has failed to show proof any alleged default (if one exists, or ever existed) on the purported FNMA Note and that said default would be secured on the real property of the Homeowners and Plaintiff has failed to show proof of any Notice of Default, thus FNMA or Plaintiff does not have the right to foreclose on the purported FNMA Note on the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

274. Plaintiff has failed to show proof that the prepaid-in-full/reclassification of the purported FNMA Note from a FNMA MBS Trust on or about December 22, 2010 was an acquisition of the FNMA Note by FNMA from the FNMA MBS Trust or and that said reclassification would be secured to the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

275. Plaintiff has failed to show proof that the reclassification of the alleged subject Note meets the requisite offer, acceptance, and consideration of which has not and cannot be accepted by either party, FNMA Trustee, Fannie Mae Corporation, and as such, the former true owner "Investors" that were paid-in-full;

276. Plaintiff has failed to show proof that FNMA would be authorized to prosecute a foreclose action and/or to procure a notice of default on the purported FNMA Note and that said foreclosure would be secured on the real property of the Homeowners;

277. Plaintiff has failed to show proof that any person or entity owns the purported FNMA Note, purportedly FNMA Corporation, knows whether or not the Plaintiff is the owner of the FNMA Note subject to this action or would have knowledge if a secured creditor exists, (if one exists) and it cannot be assumed without creating an unfair prejudice against the Homeowners;

278. Plaintiff has failed to show proof that a secured creditor exists and the identity of a secured Creditor (if one exists) of the purported FNMA Note and it cannot be assumed without

creating an unfair prejudice against the Homeowners.

279. FNMA has failed to show proof of any FNMA Note assignments (if one exists) by and between FNMA and any other person or entity on the purported FNMA Note and it cannot be assumed without creating an unfair prejudice against the Homeowners;

280. Plaintiff has failed to show proof any FNMA agreements (if any exist) for the sale of real property, or of an interest therein; on the purported FNMA Note and that such agreements would be secured on the real property of the Homeowners by such an agreement and it cannot be assumed without creating an unfair prejudice against the Homeowners;

281. Plaintiff has failed to show proof that FNMA has any agency relationship with any person or entity on the purported FNMA Note and that said agency (if exists) would be secured by the real property by the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

282. Plaintiff has failed to show proof that FNMA has any rights to foreclosure on the purported FNMA Note and that such rights would be secured on the real property of the Homeowners by such rights and it cannot be assumed without creating an unfair prejudice against the Homeowners.

DEFENSE #19

283. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

284. Plaintiff knew or should have known that the true lender-creditors "owners" of the purported FNMA Note to the Homeowners were the "Investors" in the MBS Trust;

285. Homeowners never borrowed any money from the Plaintiff, there is no consideration by and between the Plaintiff and the Homeowners.

DEFENSE #20

286. Each assertion set forth in this pleading that is consistent with the following is

incorporated herein by reference as if here set forth verbatim;

287. Plaintiff and/or their purported agents are just a Third Party Debt Collectors under Federal Law Plaintiff has fraudulently claimed the purported FNMA Note and/or mortgage as their own, including misrepresentation of the secured creditor status, Holder-in-Due-Course Status, Holder Status, Ownership, and the Real Party-in-Interest;

288. Plaintiff misrepresented the true facts and the true facts were unknown to the Homeowners;

289. The Complaint does not reflect the documents from the CSMC 2018 RPL Trust, whose documents have been concealed and ignored.

DEFENSE #21

290. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

291. The Statue of Frauds invalidates any and all transfers of the purported FNMA Note and/or mortgage that were not memorialized in writing at the times of the transfers;

292. Plaintiff has not come forward with any valid and authentic mortgage assignments and FNMA Note endorsements, thus this shows that there aren't any;

293. As a matter of law, any and all transfers that Plaintiff has are a nullity;

294. The Plaintiffs claim is barred by the statute of frauds.

DEFENSE #22

295. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

296. The table funded, "Piggyback" aka Combo Loan whereby the HELOC, Mortgage, and FNMA Note were separated, securitized, and placed with different parties and/or chopped, sliced, diced in FNMA MBS Trusts involving multiple investors, and multiple co-obligee's and obligor's, Credit Default Swaps(CDS), Pool Insurance, and other derivatives now make the

instruments, liquidated, paid-in-full, and the debt obligation extinguished;

297. The purported FNMA Note was securitized to a FNMA MBS Trust, subsequently paid-in-full, liquidated, and extinguished. The net result of the FNMA securitization is that it is impossible for the purported FNMA Note could be properly identified.

DEFENSE #23

298. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

299. No contract exists by and between Plaintiff and the Homeowners;

300. No contract exists by and between FNMA and the Homeowners;

301. Plaintiff foreclosed on the Homeowners outside of the four corners of the Complaint, thus violating the "Parole Evidence Rule";

302. Plaintiff does not allege to be an owner of the purported FNMA Note, the Complaint fails, thus violating the "Parole Evidence Rule";

303. Plaintiff has failed to show proof of accounting of the money trail in the securitization chain from origination to the present by and between the Plaintiff and FNMA MBS Trust, and any other person or entity on the transfers and/or assignments of the purported FNMA Note and/or mortgage and the money trail cannot be assumed without creating an unfair prejudice against the Homeowners. Plaintiff has has failed to show proof of the accounting of the FNMA MBS Trust prepaid-in-full reclassification of the purported FNMA Note from the FNMA MBS Trust and the lack of "consideration" given on said reclassification by and between any person or entity on the transfers and/or assignments of the purported FNMA Note and said "consideration" cannot be assumed without creating an unfair prejudice against the Homeowners.

DEFENSE #24

304. Each assertion set forth in this pleading that is consistent with the following is

incorporated herein by reference as if here set forth verbatim;

305. No notice of default provided to Homeowners by the last known owner of the FNMA Note on the real property of the Homeowners;

306. The Plaintiff and/or their predecessors and/or assignors and any other party or entity failed to provide the Homeowners all the appropriate and required notices under the alleged subject FNMA Note and/or mortgage.

DEFENSE #25

307. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

308. Plaintiff's allegations are the result of acts or omissions committed by non-parties to this action over whom the Homeowners have no responsibility or control;

309. Plaintiff knowledgeably consented to legal wrong has no legal right "Doctrines of Scienti et volenti non fit injuria";

310. Plaintiff alleged claims is harm without injury "Damnum absque injuria";

311. This Court should not grant a judgment or other legal relief to the Plaintiff who have not acted fairly by having made false representations and concealing material facts from the Homeowners;

312. Homeowners maintain that equitable estoppel bars Plaintiff's alleged claim.

DEFENSE #26

313. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

314. Plaintiff did not pay fair and adequate "consideration" to any person or entity for purported FNMA Note and/or mortgage;

315. Homeowners allege that the granting Plaintiff's demands in their Complaint and claims would result in "Unjust Enrichment", as the Plaintiff would receive money they are not entitled

to receive;

316. Plaintiff would be unjustly enriched if they were to receive the relief requested.

DEFENSE #27

317. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

318. If Plaintiff sustained any damages or losses as alleged in the Complaint, all of which is expressly denied, then such damages were caused, either in whole or in part, by Plaintiff's or its "Debt Collectors", agents, representatives, employers, assignors, and/or assignees, own culpable conduct, fault, and/or negligence, and any recovery herein shall be diminished accordingly in whole or in part.

DEFENSE #28

319. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

320. The Plaintiff, itself and/or by and through its agents and servants, has engaged in such conduct with respect to the loan subject of this action as to make the Plaintiffs hands unclean with regard to the matters subject of this action;

321. This conduct by the Plaintiff relates directly to the subject matter of this action;

322. The Plaintiffs said conduct has proximately caused the Defendant prejudice and injury;

323. Plaintiffs claims are barred, in whole or in part, by the doctrine of unclean hands.

324. Plaintiff is not entitled to obtain an equitable remedy on account of the fact that they are acting unethically and are acting in in bad faith with respect to the alleged subject FNMA Note and mortgage with "unclean hands";

325. Plaintiff filed this Complaint on the Homeowner's without providing proof of the existence of a valid and enforceable FNMA Note and mortgage on the Homeowners property whereby they would be the Real Party-in-Interest, the secured creditor or the Holder-in-Due

Course;

326. Plaintiff has conducted their business without honesty in fact and without the observance of reasonable commercial standards of fair dealing;

327. Plaintiff has engaged in fraudulent, unconscionable conduct, and has failed to have an "obligation of good faith";

328. Plaintiff seeking equity must do equity.

DEFENSE #29

329. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

330. Plaintiff is frivolously and unlawfully pursing the real property on the Homeowners causing injury to its own self;

331. Homeowners are of information and belief that Plaintiff is unlawfully attempting to collect mortgage and/or Note payments from the Homeowners, thus causing injury to own self;

332. Plaintiff is unlawfully claiming legal right to enforce an alleged negotiable instrument and illegally claiming to be a real party-in-interest to this action, thus causing injury to own self;

333. Plaintiff is barred from seeking relief for damages as a result of its self-inflicted injuries.

334. The law firm of Bell Carrington Price Gregg, LLC is barred from seeking relief for damages as a result of its self-inflicted injuries;

335. All of the above referenced "Debt Collectors" and their cohorts are knowingly and wantonly pursuing a frivolous lawsuit.

DEFENSE #30

336. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

337. Plaintiff's claim was brought after the statutory limit has passed and the claims are

barred, in whole or in part, by the South Carolina Code of Laws applicable statutes of limitations.

338. Plaintiff's claims now or in the future are time barred.

DEFENSE #31

339. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

340. The Plaintiff and FNMA will not suffer any damages.

341. Plaintiff has failed to show proof that they are a stakeholder in the purported FNMA Note and mortgage on the real property of the Homeowners and how they would suffer any damages;

342. Plaintiff has not and will not suffer any damages because they are not a stakeholder;

343. FNMA has not and will not suffer any damages because they are not a stakeholder.

DEFENSE #32

344. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

345. No contract exists by and between Plaintiff and the Homeowners;

346. Plaintiff has no rights to any existing contracts of the Homeowners, including the right to foreclose or collect attorney's fees;

347. Plaintiff and/or any person or entity that assigned the alleged claim to Plaintiff (if one exists) is not entitled to reimbursement of attorneys' fees because the alleged contracts did not include such a provision, and/or that Plaintiff is not in privity to said contracts and/or there is no law that otherwise allows them;

348. Homeowners never agreed to pay attorney's fees to Plaintiff under any circumstances, and therefore is not entitled to attorneys' fees in this action.

DEFENSE #33

349. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

350. While denying Plaintiff's Complaint has any merit, Homeowners deny that they have been advanced any sum of money from the Plaintiff. Thus, Homeowners deny that any sums of money is owed to Plaintiff;

351. Plaintiff cannot service a debt obligation that cannot be shown to be identified to any person or entity and/or shown to exist;

352. Plaintiff cannot claim a debt obligation to be in default that cannot be identified or shown to exist;

353. Plaintiff would not be entitled to any repayment of any sums of the purported FNMA Note and/or mortgage as the "Investors" are the true lender-owners and as such, have been paid-in-full;

354. Homeowners would be entitled to repayment of monies paid to Plaintiff or sub-servicers and/or FNMA after the Homeowners FNMA Note was re-classed out of the FNMA MBS Trust on December 22, 2010 as monies were ceased advancing to the FNMA MBS Trust and unlawfully held for their own accounts. This recoupment and/or set-off against such relief, and the Homeowners would also be entitled to an order of this Court recognizing and declaring Homeowners equitable right to repayment in full for fraudulent foreclosure filings against the Homeowners, reinstatement payments, plus interest;

355. The Plaintiff has knowingly, intelligently, and voluntarily relinquished any right it may have had to prosecute the foreclosure claim subject of this action.

COUNTERCLAIM AND THIRD-PARTY COMPLAINT
FOR A FIRST CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS AND THIRD-PARTY DEFENDANT FANNIE MAE)

356. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

357. The Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-party Defendant Fannie Mae have engaged in a pattern deceptive and unfair trade practices causing harm to the Defendants ("Homeowners") and thousands of other homeowners similarly situated in South Carolina and nationally, including, but limited to, their Complaint and arising out of the same transactions;

358. Actions of the Plaintiff and Fannie Mae, itself and/or by and through its agents and servants, such actions including, but not necessarily being limited to, those stated in this pleading, constitute violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, et seq.;

359. Plaintiff and Fannie Mae, their agents, servicers, title companies, and foreclosure law firms, through their sophisticated, elaborate, deceptive, and unfair trade practices, have caused the Homeowners and thousands of other homeowners to be in double jeopardy on their homes and have caused irreparable harm to the Homeowners and other homeowners that have either lost their homes to the aggressive, abusive, unscrupulous, unconscionable, and egregious debt collection practices and/or wrongful foreclosure practices or now are at a very high risk of losing their homes in the near future to an elaborate scheme to defraud unsuspecting homeowners of their homes in South Carolina and nationally;

360. The Plaintiff and Fannie Mae knew or should have known that the said actions were violations of the Unfair Trade Practices Act and were unfair and deceptive acts in trade or commerce;

361. These actions are capable of repetition, including, but not necessarily limited to, in that the Plaintiff and Fannie Mae repeatedly engaged in a pattern or practice of such conduct;

362. This is an action for violations of the South Carolina Unfair Trade Practices Act ("UTPA"), pursuant to SC SEC 39-5-10 to -160, UPTA is patterned after section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45(a)(1);

363. Plaintiff never legally or lawfully acquired any interest in the purported FNMA Note or mortgage instruments related to the Homeowners' residential real property, and allegedly "acquired" such interests solely through false, fraudulent, and unlawful means.

364. As set forth above, the Plaintiff and Fannie Mae and/or its agents acting in concert with other persons or entities intentionally manufactured a scheme to defraud the Homeowners and other homeowners on a wide scale whereby the Plaintiff, through the use of the mails, the public records, and the Courts, intentionally devised false and fraudulent documents relating to the claimed and alleged real-party-in-interest status of mortgage loans when the Plaintiff and Fannie Mae had actual knowledge that they had no such status, doing so through perjured documents and material misrepresentations with the specific intent to commit theft of residential real property;

365. As set forth above, the Homeowners relied upon the Plaintiff's and Fannie Mae's representations (as any reasonably and similarly-situated homeowner would), which directly and proximately caused the Homeowners to suffer specific damages and other homeowners similarly situated;

366. The actions of Plaintiff and Fannie, and/or its agents were specifically directed to the Homeowners herein and other homeowners similarly situated;

367. In order to accomplish their objective, Plaintiff and Fannie Mae developed and were part of an enterprise, which consisted of the Plaintiff and Fannie Mae, and their agents including but not limited to various law firms, which worked together and in concert at the direction of the

Plaintiff and Fannie for the specific purpose of furthering the pattern of unlawful activity set forth herein, including notary fraud and a regular pattern and practice of filing false and perjured documents in the public records to institute and further fraudulent foreclosures and steal residential real property from its owners.

368. As set forth herein below, Plaintiff and Fannie, through their predicate acts and pattern of criminal activity which Plaintiff and Fannie Mae, and others engaged in throughout the State of South Carolina and elsewhere on a regular and continuous basis and with a defined and intentional purpose, conducted a nationalized fraud, the victims of which were the American homeowners including the Homeowners herein;

369. As set forth herein above and further herein below, Plaintiff and Fannie Mae, together with the active aid, assistance, and agreement of other persons and/or entities and their respective agents, repeatedly, deliberately, intentionally, conspiratorially and with criminal intent received proceeds both directly and indirectly from a pattern of unlawful activity through theft, fraudulent practices, false pretenses, fraud, and perjury in the acquisition of title to and claimed rights, interest, and equity in real property;

370. As further set forth herein, the Plaintiff and Fannie Mae and its agents and other persons and/or entities acting in concert who were employed and/or associated conducted and participated in such a pattern of unlawful activity including but not limited to a statewide pattern of filing false and perjured documents in the public records; instituting false and fraudulent foreclosure proceedings; and deliberately ignoring and failing to comply with applicable foreclosure laws;

371. As set forth herein above and herein below, the Plaintiff and Fannie Mae its agents and other persons and entities also conspired and endeavored to violate the activities prohibited by South Carolina Unfair Trade Practices Act ("UTPA") and specifically engaged in their pattern of unlawful activity at the expense of the Homeowners and other homeowners similarly situated

and for their own benefit;

372. Plaintiff, and its agents, and Fannie Mae, and its agents and other persons and entities engaged in their pattern of unlawful activity through and arising out of a series of transactions and acts in Complaints and/or foreclosure filings against the Homeowners and on other homeowners throughout the State of South Carolina, which transactions and acts included the fraudulent foreclosure filings, wrongful misrepresentations as to perjured documents, and intentional failure to comply with foreclosure laws as set forth above;

373. As such, Plaintiff and Fannie Mae and its agents and other persons and entities have violated the South Carolina Unfair Trade Practices Act ("UTPA"), with said Plaintiffs' and Fannie Mae's actions:

(a) having the same intent (that being to obtain, through a pattern of theft, fraud, fraudulent activity, and false pretenses, monies and real property from innocent and unknowing homeowners and rightfully the property thereof);

(b) having the same results (that being the wrongful foreclosure of the Homeowners' real property to further the unjust enrichment;

(c) having the same victims (homeowners with mortgage loans); and

(d) having the same methods of commission (that being theft, fraud, false pretenses, and perjury).

374. Homeowners have been repeatedly been harmed by the Plaintiff and Fannie Mae, and their agents and exposed to double jeopardy as well as thousands of other homeowners similarly situated in the State of South Carolina and nationally;

375. As set forth above, Homeowners have been injured and have suffered significant damages by reason of the Plaintiff and Fannie Mae, and its agents and acting in concert with other persons and entities in violation of the South Carolina Unfair Trade Practices Act ("UTPA");

376. The Homeowners have suffered damages as a result of the said actions;

377. Homeowners are thus entitled to demand and do demand threefold actual damages against the Plaintiff and Fannie Mae in addition to attorneys' fees (if applicable) and costs.

COUNTERCLAIM AND THIRD-PARTY COMPLAINT FOR A SECOND CAUSE OF ACTION (AGAINST ALL PLAINTIFFS AND THIRD-PARTY DEFENDANT FANNIE MAE)

378. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

379. At all times material hereto, the Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-party Defendant Fannie Mae and their agents and other persons and entities agreed, between and among themselves and in combination with each other and various agents identified herein below, as to each overt act in furtherance of the conspiracy and enterprise, to engage in unlawful actions for a common purpose, to wit: to perpetrate a fraud upon Homeowners through fraudulent threats of foreclosure and fraudulent foreclosure filings whereby the Plaintiff and its agents and Fannie Mae, and its agents, would obtain monies, under fraudulent pretenses, of the Homeowners' real property at the expense of the Homeowners and without compensating the Homeowners therefor; to unlawfully convert the Homeowners' real property and permanently deprive the Homeowners thereof; and to cause all deleterious consequences of the Homeowners' actions to be saddled upon the Homeowners, which consequences include but are not limited to the loss of real property; the incurring of expenses; and the adverse effects of claimed defaults and foreclosures placed on the Homeowners' credit reports by the Plaintiff and/or its agents.

380. Plaintiff and Fannie agreed to engage in these unlawful actions with various agents including but not limited to, servicers, title companies, law firms hereinafter ("conspirators") for purposes of instituting and furthering fraudulent foreclosures, which Conspirators and their

agents being involved in the various transactions and with the Plaintiff and Fannie Mae participating in each overt act in furtherance of the conspiracy to defraud and convert, and did so in order to accomplish the objective of defrauding Homeowners and misappropriating monies and real property from the Homeowners. As a direct and proximate result of the overt, concerted, and conspiratorial actions of the Conspirators through and with their agents, Homeowners have suffered significant damages. The conspiracy to defraud and convert engaged in by the above referenced parties, and other parties not named constitutes a separate and distinct independent tort which is separate and apart from any breach of any contract;

381. Plaintiff never legally or lawfully acquired any interest in the FNMA Note or mortgage instruments related to the Homeowners' residential real property, and allegedly "acquired" such interests solely through false, fraudulent, and unlawful means;

382. As set forth above, the Plaintiff and Fannie Mae and/or its agents acting in concert with other persons or entities intentionally manufactured a scheme to defraud the Homeowners and other homeowners on a wide scale whereby the Plaintiff and Fannie Mae, through the use of the mails, the public records, and the Courts, intentionally devised false and fraudulent documents relating to the claimed and alleged "ownership" and "holder" status of mortgage loans when the Plaintiff and Fannie Mae had actual knowledge that they had no such status, doing so through perjured documents and material misrepresentations with the specific intent to commit theft of residential real property;

383. As set forth above, the Homeowners relied upon the Plaintiff's, Fannie Mae's, and their agents representations (as any reasonably and similarly-situated homeowner would), which directly and proximately caused the Homeowners to suffer specific damages;

384. The actions of Plaintiff and Fannie Mae and/or its agents were specifically directed to the Homeowners herein;

385. In order to accomplish their objective, Plaintiff and Fannie and their agents developed

and were part of an enterprise, which consisted of the Plaintiff and their agents, Fannie Mae, and their agents, including but not limited to various law Firms, which worked together and in concert at the direction of the Plaintiff and/or Fannie Mae for the specific purpose of furthering the pattern of unlawful activity set forth herein, including title fraud, notary fraud, mortgage fraud, and a regular pattern and practice of filing false and perjured documents in the public records to institute and further fraudulent foreclosures and steal residential real property from its owners;

386. As set forth herein below, Plaintiff, through their predicate acts and pattern of criminal activity which the Plaintiff and Fannie Mae, and others engaged in throughout the State of South Carolina and elsewhere on a regular and continuous basis and with a defined and intentional purpose, conducted a nationalized fraud, the victims of which were the American homeowner including the Homeowners herein;

387. Plaintiff and Fannie Mae agreed with parties not named, between and among themselves to engage in the conspiracy to defraud for the common purpose of accruing economic gains for themselves at the expense of and detriment to the Homeowners and other homeowners arising out of the same transactions of the CSMC 2018 RPL6 Trust and other homeowners similarly situated . The actions of Plaintiff and Fannie Mae and others were committed intentionally, willfully, wantonly, and with reckless disregard for the rights of the Homeowners . As a direct and proximate result of the actions of Plaintiff and Fannie Mae in combination resulting in fraud and breaches of fiduciary duties, Homeowners have suffered damages.

388. Homeowners demand the entry of Final Judgment against the Plaintiff and Fannie Mae for actual, compensatory damages, and punitive damages, including interest, costs, attorneys' fees, and any other and further relief which is just and proper under the totality of the circumstances.

COUNTERCLAIM AND THIRD-PARTY COMPLAINT
FOR A THIRD CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS AND THIRD-PARTY DEFENDANT FANNIE MAE)

389. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

390. At all times material hereto, the Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-party Defendant Fannie Mae and their agents and other persons and entities had actual knowledge that their written statements as to alleged "ownership" of the "Homeowners" Note and/or mortgage and the legal entitlement to demand monies from Homeowners and institute foreclosure proceedings were false statements of material fact which were false when made and known by said Plaintiff and Fannie Mae and their agents to be false when made;

391. Plaintiff and Fannie Mae made the subject false statements with the specific intent that the Homeowners rely thereon and with the separate specific intent, which separate specific intent was unknown to the Homeowners at the time, to defraud the Homeowners. It is legally impossible for any person or entity to have a valid and enforceable FNMA Note to foreclose on the real property Homeowners;

392. Despite the Homeowners' Note and/or mortgage was sold/securitized to a FNMA MBS Trust on or about December 1, 2005 and subsequently prepaid-in full from the FNMA MBS Trust as an extinguishment mortgage and/or of the FNMA Note. Plaintiff instituted foreclosure proceedings in South Carolina where it claims, in official court filings an documents filed in the public records and sent to the Homeowners herein through the mails, to be the "Real-Party-in-Interest and has the right to enforce the FNMA Note and mortgage and an "Assignee of the Mortgage" and the "Creditor" for purposes of attempting to justify legal entitlement to institute foreclosure proceedings, doing so based upon nothing more than either:

(a) unworn allegation unsupported by any evidence; and

(b) by a one page false, fraudulent, and forged "ROBO" signed Mortgage Assignment fabricated by Nationwide Title Clearing, Inc. which is easily identified to be a forgery; and

(c) a canceled FNMA Note and in Plaintiff's foreclosure effort, supported the allegation of Real-Party-in-Interest or that Plaintiff is or was entitled to initiate a foreclosure action on the Homeowners or Plaintiff legally acquired the full and unencumbered interest in either the FNMA Note or the mortgage instrument. In South Carolina foreclosure proceedings, Plaintiff and/or its agents have also falsely alleged, in civil foreclosure actions and in public records filings which have been served on the Homeowners herein through the mails;

393. Plaintiff intentionally and willfully uttered, in writing throughout foreclosure proceedings in Beaufort County, SC and across South Carolina, the false and fraudulent misrepresentations as to the named Plaintiff for the sole and specific purpose of manufacturing bogus "assignments" of mortgages and in order to institute and further fraudulent foreclosure proceedings with the intent of said Plaintiff and its agents being the same across all jurisdictions: to wit, the theft of monies and/or real property from the owners thereof;

394. In furtherance of its well-entrenched and established scheme to defraud homeowners and to perpetrate fraudulent foreclosure proceedings for the purpose of wrongfully and illegally acquiring real property, Plaintiff also willfully and intentionally ignored and deliberately failed to comply with applicable laws and rules pertaining to the foreclosure process, such as the proper certifications in South Carolina foreclosures. Plaintiff and Fannie Mae have consistently filed false and fraudulent ROBO documents via Nationwide Title Clearing, Inc.and have failed to provide proof of legal ownership of the full and unencumbered interest in the FNMA note and mortgage and is consistent with Plaintiff's pattern and Fannie Mae's pattern of falsely misrepresenting the legal scope and effect of the mortgage assignments and invalid and unenforceable Notes for purposes of manufacturing legal standing; and causing the execution of false and fraudulent "Assignments" of mortgages to further fraudulent foreclosures statewide;

395. The specific pattern of unlawful activity of Plaintiff and Fannie Mae, which has been perpetrated upon the Homeowners and other homeowners similarly situated in Beaufort County, SC and in the State of South Carolina herein through fraudulent practices, in certain instances, actions involving perjury, is demonstrated by the specific instances of conduct set forth below, which conduct was executed with the same intent and in the same manner and means and with the same intended class of victims and intended results;

396. Plaintiff instituted actions to foreclose on the purported FNMA Note against the Homeowners doing so without a valid Mortgage Assignment and with no evidence that Plaintiff legally acquired ownership of the Note or holder interest in the loan;

397. The mortgage assignment to Plaintiff requested by Fannie Mae is bogus and shows intent of fraudulent conveyance to Plaintiff. The assignment is a legal impossibility in view of the FNMA MBS Trust securitization assignment that "closed" in 2005;

398. The assignment to the Plaintiff is fraudulent and illegal;

399. Plaintiff's allegations in the Complaint are fraudulent, constituting a fraud on the court and institution of fraudulent foreclosure litigation. The purported FNMA Note, Plaintiff is without authority as the Plaintiff is not the Owner or the Holder in Due Course;

400. Plaintiff is the claimed to be the real-party-in-interest of the FNMA Note and/or mortgage of a securitized mortgage loan sold and securitized to a FNMA MBS Trust which "closed" in December 2005 and the purported FNMA Note was prepaid-in-full and the mortgage extinguished by the FNMA MBS Trust on or about December 22, 2010;

401. Homeowners payments being made to Plaintiff by demand therefrom without evidence that Plaintiff owns the purported FNMA Note or that it is shown to be owned by any person or entity.

402. The Complaint lawsuit filed by Plaintiff against Homeowners without evidence of ownership of the loan and where there is evidence that the loan was (allegedly) transferred to

FNMA MBS Trust securitization trust in 2005 is Fraud upon the Court and fraudulent foreclosure filing. The illegal court proceedings instituted by Plaintiff against the Homeowners for a purported FNMA Note and/or mortgage FNMA MBS Trust securitization which "closed" in 2005;

403. As a direct and proximate result of the actions and course of conduct of Plaintiff and Fannie Mae, and their respective agents, Homeowners have suffered damages;

404. The fraudulent conduct engaged in by the Plaintiff and Fannie Mae constitutes a separate and independent tort separate and apart from any breach of any contract;

405. Plaintiff and Fannie Mae disguised the transaction to create the appearance of the lender being authorized to do business and to enter into the subject transaction when in fact the real-party-in -interest was not disclosed to Homeowners, as aforesaid, and neither were the various fees, rebates, refunds, kickbacks, profits and gains of the various parties who participated in this unlawful scheme;

406. The person to whom the FNMA Note was transmitted or eventually "assigned", if it was assigned, was neither a financial institution nor an entity or person authorized, chartered or registered to do business in this State nor to act as banking, lending or other financial institution anywhere else;

407. As such, this fraudulent scheme, (which was in actuality a plan to trick the Homeowners was in fact a sham to use Homeowners interest in the real property to collect or foreclose;

408. Under Applicable law, the interest charged on this usurious mortgage prevents any collection or enforcement of principal or interest of the note, voids any security interest thereon, and entitles the Homeowners to recovery of all money or value paid to the Plaintiff and Fannie Mae, their agents and predecessors, plus treble damages, interest, and attorney fees.

409. Under Applicable Law Homeowners are also entitled and demand a permanent injunction be entered against the Plaintiff preventing them from taking any action or making

any report in furtherance of collection on this alleged debt which was usurious, as aforesaid, requiring the ROD of Beaufort County, SC in which the alleged mortgage and other instruments are recorded to remove same from the record, allowing the filing of said order in the office of the clerk of the property records where the subject property, "Loan transaction" and any other documents relating to this transaction are located and dissolving any lis pendens or notice of pendency relating to Plaintiff's purported claim. Homeowners demand the entry of Final Judgment against the Plaintiff and Fannie Mae for compensatory damages, interest, costs, attorneys' fees, and any other and further relief which is just and proper under the totality of the circumstances.

COUNTERCLAIM AND THIRD-PARTY COMPLAINT
FOR A FOURTH CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS AND THIRD-PARTY DEFENDANT FANNIE MAE)

410. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

411. The Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-party Defendant Fannie Mae and their agents slandered the Homeowner's title by recording in the public land records a mortgage assignment that is forged, fabricated, fraudulent and unrelated to the FNMA Note of which are by their terms dependent upon the existence of the purported FNMA Note subject of this case;

412. The purported FNMA Note subject of this case does not exist or is unenforceable;

413. The assignment of mortgage contain false statements;

414. These statements have diminished the value of the subject property in the eyes of third parties;

415. The Homeowners have suffered damages as the consequent and proximate result;

416. The Homeowners are entitled to recover actual damages, consequential damages, and the costs of this action from the Plaintiff and Fannie Mae.

COUNTERCLAIM AND THIRD-PARTY COMPLAINT
FOR A FIFTH CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS AND THIRD-PARTY DEFENDANT FANNIE MAE)

417. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

418. The Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-party Defendant Fannie Mae and their agents knowingly and intentionally concealed material information from Homeowners which is required by Federal Statutes and Regulations to be disclosed;

419. Plaintiff and Fannie also materially misrepresented material information to the Homeowners with full knowledge by Plaintiff and Fannie Mae that their affirmative representations were false, fraudulent, and misrepresented the truth at the time said representations were made;

420. Under the circumstances, the material omissions and material misrepresentations of Plaintiff were malicious;

421. As a direct and proximate cause of the Plaintiff 's material omissions and material misrepresentations, Homeowners have suffered damages.

COUNTERCLAIM
FOR A SIXTH CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS)

422. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

423. The Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust and/or their agents have published statements concerning the Homeowners in writing;

424. Such statements include statements to the effect that the Homeowners is currently delinquent in its payments with regard to the loan subject of this action and is in default thereof;

425. These statements tended to impeach the honesty, integrity, virtue, creditworthiness, business soundness, and/or reputation of the Homeowners;

426. These statements were false;

427. These statements were published with malice by the Plaintiff. These statements were published with the Plaintiff's knowledge of their falsity or with reckless disregard by the Plaintiff of whether they were true or false. These statements were libelous per se.

428. The publication by the Plaintiff of these statements has proximately caused damages to the Homeowners, such damages including, but not being limited to, embarrassment, humiliation, mental anguish and suffering, and damage to the Homeowners credit and reputation.

COUNTERCLAIM
FOR A SEVENTH CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS)

429. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

430. The Fair Debt Collections Practices Act (FDCPA), codified at 15 U.S.C. §1692 et seq., was enacted to give added protections to consumers who have been pursued by abusive debt collectors, such as the Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust and/or their agents, Plaintiff's counsel, Bell Carrington Price & Gregg, LLC, Shellpoint Mortgage Servicing, and agents thereof;

431. Homeowners dispute the debt. Under the FDCPA, attorneys are "debt collectors". All of the above mentioned "debt collectors" have failed to disclose the true secured Creditor as required by the FDCPA in spite of repeated requests;

432. The above referenced law firm have failed to disclose the secured creditor, if there is one.

433. The Act also states that any attorney's fees or charges imposed by the debt collector that

were not expressly authorized by the mortgage contract constitute violations;

434. A "debt collector" who violates the FDCPA may be liable for any actual damages sustained by the violation, additional damages up to $1000 and the costs of the action, including reasonable attorneys fees.

COUNTERCLAIM
FOR A EIGHTH CAUSE OF ACTION
(AGAINST ALL PLAINTIFFS)

435. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim;

436. At all times material, Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust and/or their agents, Plaintiff's counsel, Bell Carrington Price & Gregg, LLC, Shellpoint Mortgage Servicing, and agents thereof;

437. Plaintiff acted as a provider of information to the Credit Reporting Agencies, including, but not limited to Experian, Equifax, and TransUnion under the Federal Fair Credit Reporting Act;

438. Plaintiff, and its agents and/or servicers, wrongfully, improperly, and illegally reported negative information as to the Homeowners to one or more Credit Reporting Agencies, resulting in Homeowner having negative information on their credit reports and the lowering of their FICO scores;

439. Pursuant to 15 USC sec. 1681 (s)(2)(b), Homeowners are entitled to maintain a private cause of action against the Plaintiff for an award of damages in an amount to be proven at the time of trial for all violations of the Fair Credit Reporting Act which caused actual damages to Homeowners, including emotional distress and humiliation. Homeowners are entitled to recover damages from the Plaintiff for negligent non-compliance with the Fair Credit Reporting Act;

440. Homeowners are also entitled to an award of punitive damages against he Plaintifff for their willful noncompliance with the Fair Credit Reporting Act.

RELIEF SOUGHT

Homeowner's interest in monies and real property is being jeopardized by the actions of the Plaintiff and Fannie Mae, their agents and through their concerted and well-entrenched pattern of unlawful activity specifically engaged in to wrongfully and through fraudulent means take possession, custody, and control of certain monies and real property of the Homeowners. Denial of the requested relief would be tantamount for rewarding the Plaintiff and its agents and other persons and entities for their statewide pattern of unlawful activity. Any alleged harm to the Plaintiff or Fannie Mae, of which consists of Fannie Mae, the largest Government Sponsored Enterprise ("GSE") in the world and its related servicing entities, with the granting of this relief is greatly and substantially outweighed by the actual and irreparable harm to the Homeowners in the event that the relief requested herein is not granted. The granting of the relief requested herein is in the public interest, as the consuming public of homeowners, including the Homeowners, has been, is being, and will continue to be harmed by the fraudulent and wrongful conduct of the Plaintiff, Fannie Mae, and their agents. Having set forth numerous legally sufficient causes of actions against the Plaintiff and Fannie Mae, Homeowners pray for the entry of Final Judgment against the Plaintiff and Fannie Mae in an amount not yet quantified but to be proven at trial and such other amounts to be proven at trial, and for costs and fees; that the Court find that the transactions the subject of this action are illegal and are deemed void; that the foreclosure which was instituted be deemed and declared illegal and void and that further proceedings in connection with the foreclosure be enjoined:

WHEREFORE, The Defendant Homeowners pray for the Court to:

(a) Issue an Order dismissing the Complaint with prejudice;

(b) Deny the Plaintiff the relief it seeks in this action;

(c) Award the Defendants actual damages, punitive damages, treble damages, and all applicable statutory penalties;

(d) Award the Defendants reasonable attorney's fees;

(e) Award the Defendants the costs and expenses of this action; and

(f) Grant the Defendants such other and further relief as the court deems just and proper.

Respectfully Submitted,

AFFIDAVIT

Personally appeared before me, the undersigned Notary Public duly authorized to administer oaths, Rex A. Field and Tracy L. Field, who after being duly sworn deposes and states that they are authorized to make this verification on behalf of themselves and the statements and evidence are true and correct based upon his personal knowledge.

This day, February 19, 2021

Rex A. Field
PO Box 975
St. Helena, SC 29920
cyberport@protonmail.com
(803)-609-0410

Tracy L. Field

Sworn before me, this 19th day of February, 2021

Notary Public
State of South Carolina
Beaufort County

STEPHANIE MCALHANEY NOTARY PUBLIC SOUTH CAROLINA Exp. 10/10/2028

EXHIBIT A

MILESTONES for 1000456-0000731695-5

Description	Date	Initiating Organization / User	Milestone Information
Transfer to Non-MERS Status	02/22/2012	1000115 CitiMortgage, Inc. Batch	MIN Status: Transfer to Non-MERS Status New Servicer: 9999999 Non-MERS Member Old Servicer: 1000115 CitiMortgage, Inc.
Foreclosure Status Update	02/10/2011	1000115 CitiMortgage, Inc. LUHRING, NANCY	MIN Status: Active (Registered) Foreclosure Status: Reinstated or modified (option 1), assigned back to MERS
Transfer Beneficial Rights - Option 1	12/07/2005	1000130 Fannie Mae Batch User ID	MIN Status: Active (Registered) New Investor: 1000130 Fannie Mae Old Investor: 1000115 CitiMortgage, Inc. Batch Number: 2946061 Transfer Date: 12/06/2005
Registration	11/21/2005	1000456 E*Trade Mortgage Batch	MIN Status: Active (Registered) Servicer: 1000115 CitiMortgage, Inc.

364

EXHIBIT B

MERS®

Procedures Manual

Release 23.0

Effective Date: December 10, 2012

MERSCORP, INC.
RULES OF MEMBERSHIP

TABLE OF CONTENTS

RULE 1	MEMBERSHIP	Page 2
RULE 2	REGISTRATION ON THE MERS® SYSTEM	Page 8
RULE 3	OBLIGATIONS OF MERS	Page 15
RULE 4	RULE CHANGES	Page 18
RULE 5	FEES	Page 19
RULE 6	PROCEDURES	Page 22
RULE 7	DISCIPLINARY ACTIONS	Page 23
RULE 8	REQUIRED ASSIGNMENTS FOR FORECLOSURE & BANKRUPTCY	Page 25
RULE 9	USE AND OWNERSHIP OF INFORMATION	Page 28
RULE 10	INTERIM SECURITY INTERESTS	Page 31
RULE 11	SERVICES	Page 32
RULE 12	WARRANTIES	Page 33
RULE 13	INDEMNIFICATION	Page 37
RULE 14	NOTIFICATION TO MERS OF PENDING LAWSUITS	Page 39

recording office and the Member shall promptly register on the MERS® System the date on which such instrument was delivered. As soon as practicable, the Member shall register on the MERS® System the specific recordation information provided by the custodian of public records which evidences that Mortgage Electronic Registration Systems, Inc. is mortgagee of record with respect to such mortgage loan. Upon the Member's becoming aware of any discrepancy between the information shown on the MERS® System and the information in the public records, the Member shall promptly correct the information on the MERS® System.

(b) At or prior to the time a Member registers a mortgage loan on the MERS® System, such Member shall provide evidence reasonably satisfactory to MERS demonstrating that Mortgage Electronic Registration Systems, Inc. is, or as soon as practicable shall be, properly recorded as mortgagee of record in the appropriate public records with respect to such mortgage loan.

(c) Mortgage Electronic Registration Systems, Inc. shall not act as mortgagee of record for the purpose of procuring borrowers for the Member or making mortgage loans on behalf of the Member.

(d) Reference herein to "mortgage(s)" shall include deed(s) of trust, and any other form of security instrument under applicable state law. References herein to "mortgagee of record" shall include the named beneficiary under a deed of trust in those jurisdictions where deeds of trust are used to secure loans, and any similar status as used in connection with any other form of security instrument under applicable state law.

Deactivations

Overview

This chapter explains the processes for deactivating a loan on the MERS® System. Loans are deactivated if the debt no longer exists (e.g. at payoff), or if it is assigned out of MERS (e.g. when servicing or beneficial rights are sold to a non-Member).

A deactivation can be reversed if it was performed in error; see the *Deactivation Reversals* chapter.

If a loan that was deactivated because it was assigned out of MERS is later assigned back to MERS, it can be re-registered; see *Re-registration After Deactivation*.

Default by Servicer

Overview

The Default by Servicer deactivation transaction is performed by the Investor. This occurs when the Investor takes servicing and transfers it from the current Servicer because of reason of default and places the servicing with a non-Member Servicer.

Create Option 1 TOS (Default by Servicer) is performed by the agency investor. This occurs when the Investor takes servicing from the current Servicer because of reason of default and places the servicing with a different Member Servicer.

Impact

The Default by Servicer process affects the following types of organizations:

Although an involuntary transfer affects these parties, only the Investor can initiate an involuntary transfer deactivation.

- Servicers
- Subservicers
- Investors
- Custodians
- Associated Members

Transfer to Non-MERS Status

Overview

A Transfer to Non-MERS Status deactivation is used to deactivate a loan when it is sold to a Servicer who is not a member of the MERS® System, when a loan where MERS is the mortgagee of record is assigned out of MERS, or when an iRegistration will no longer be tracked on the MERS® System.

For loans where MERS is the mortgagee of record, the Servicer must prepare and record an assignment from MERS to the new Servicer or Investor at its own expense.

This deactivation should also be used if the lien has been extinguished but you still intend to collect on the now unsecured note; because the lien has been extinguished, no assignment is recorded, but the loan must be deactivated on the MERS® System. Enter 9999999 for the New Servicer Org ID. An example of this might be a second lien extinguished as a result of a foreclosure completed on the first lien for that property.

Impact

This process affects the following types of organizations:

- Servicers
- Subservicers
- Investors
- Associated Members

Business Procedure—Transfer to Non-MERS Status

1. The Servicer or Subservicer processes a deactivation on the MERS® System by selecting the Transfer to Non-MERS Status option and entering the following information:
   - Current Servicer Org ID
   - New Servicer Org ID (9999999)
2. The Transfer to Non-MERS Status deactivation appears on the MIN-level milestones.
3. The Servicer or Subservicer prepares the assignment at its own expense.

[redacted] loan Service or [redacted] Investor Call Center [redacted] Non-MERS [redacted] Status deactivations. The investor can initiate this transaction through instructions to MERSCORP Holdings Officers.

The Transfer to Non-MERS Status transaction must be processed on the MERS® System within five calendar days of the event that caused the deactivation.

Removing Warehouse/Gestation Lender Security Interests

Overview

The Warehouse Gestation Lender field can be cleared on the MERS® System when your organization no longer has an interest in the loan or is made whole.

Warehouse Gestation Lender interests are removed from the MERS® System in three ways:

- Indirectly when an Option 1 transfer of beneficial rights is completed
- Indirectly when a Transfer of Servicing rights is completed
- Directly by the Servicer or Subservicer

It is not necessary to have the Warehouse Gestation Lender interest removed for a beneficial rights transfer to occur. Completed Option 2 transfers with existing Warehouse Gestation Lender interests will appear on an exception report, which notes the coexisting beneficial interests.

If the Option 1 beneficial rights transfer is used, the Warehouse Gestation Lender interests are removed automatically. The Warehouse Gestation Lender reviews any wiring instructions provided to it by the originator as applicable and contacts the seller of the beneficial interests if there are problems.

Impact

The Removal of the Warehouse Gestation Lender security interests affects the following types of organizations:

- Interim funding organizations
- Investors
- Servicer
- Subservicers
- Associated Members

Business Procedure—TOB Option 1

The following business procedure is used for removing Warehouse Gestation Lender security interests using a TOB Option 1 transaction:

1. The Servicer registers the loan, identifying the Warehouse Gestation Lender entity as holder of a secured interest on the MERS® System.
2. The Servicer sells the loan to an Option 1 Investor (Fannie Mae for example) and includes the MIN in the loan delivery transmission.
3. The new Option 1 Investor creates a batch transaction that updates the MERS® System. The beneficial interest on the sold loan(s) is transferred to the investor, and the Warehouse Gestation Lender is automatically removed from the MIN
4. The removal of Warehouse Gestation Lender appears on the MIN-level milestones.
5. The Warehouse Gestation Lender organization receives a *MIN Milestone Report for Associated Members* and a *Change Notification Report*.
6. The Warehouse Gestation Lender reviews any wiring instructions provided to it by the lender as applicable and contacts the seller of the beneficial interests if there are problems.

Business Procedure—TOB Option 2

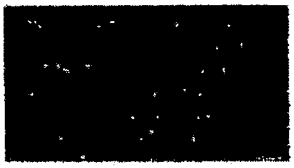
1. The Servicer registers the loan, identifying the Warehouse Gestation Lender at registration as holder of a secured interest on the MERS® System.
2. The Servicer then initiates an Option 2 transfer of beneficial rights on the MERS® System.
3. The Investor purchasing the beneficial rights confirms or rejects the transfer of beneficial rights.

4. The *Coexisting Security Interests Report* informs the Investor and Warehouse Gestation Lender of their mutual security interests.
5. The Warehouse Gestation Lender verifies that its advance on this loan has been repaid, usually because of the investor purchase.
6. The Warehouse Gestation Lender's interest is automatically removed by a Transfer of Servicing Rights, or removed by the Servicer or Subservicer if servicing is not transferred.
7. The removal of Warehouse Gestation Lender appears on the MIN-level milestones.
8. The Warehouse Gestation Lender receives the *MIN Milestone Report* and the *Change Notification Report*.

Reports

The following reports are generated during the removal of Warehouse Gestation Lender security interests process. For a detailed description of each report, see the *MERS® System Reports Handbook*:

- *Coexisting Security Interests Report*
- *MIN Milestone Report for Associated Members*
- *Change Notification Report*.

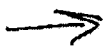


The Servicer reports the foreclosure activity on the MERS® System by first choosing one of the following Pending options

- Foreclosure pending (Option 1), assigned to Servicer. (Not recommended if MERS is the mortgagee of record for the loan as the Servicer must also prepare and record an assignment out of MERS in this case.
- Foreclosure pending (Option 2), MERS remains mortgagee
- Foreclosure Pending (Option 3), iRegistration.

Note: a Foreclosure Pending transaction also can be cascaded to the MERS® System from the MERS® eRegistry if a foreclosure pending status hasn't yet been reported on the MERS® System when the eNote is charged off. This transaction will appear as "Foreclosure Pending, Option 2 – eReg" on reports, milestones, and audit history.

The Servicer will reinstate a loan if the reasons for foreclosure are resolved. The following five options enable the Servicer to stop the pending foreclosure and reinstate the loan:



* Reinstated or modified (Option 1), assigned back to MERS
  The Servicer is also responsible for preparing and recording the assignment back to MERS in this case.
* Reinstated or modified (Option 1), not assigned back to MERS - Deactivate
* Reinstated or modified (Option 1), not assigned back to MERS- iRegistration
* Reinstated or modified (Option 2)
  (Must be used if pending Option 2)
  Loan reverts to active status.
* Reinstated or Modified (Option 3), iRegistration
  (Must be used if pending Option 3)

The option listed below enables the Servicer to complete the foreclosure:

* Foreclosure complete—loan deactivated on MERS
  If MERS is the mortgagee of record, the Servicer is also responsible for releasing MERS in the county land records in this case.

MERS ServicerID
www.mers-servicerid.org

Process Loans, Not Paperwork™

1 record matched your search:

MIN: 1000456-0000731695-5 Note Date: 10/07/2005 MIN Status: Inactive

Servicer: CitiMortgage, Inc. Phone: (800) 283-7918
O'Fallon, MO

If you are a borrower on this loan, you can click here to enter additional information and display the Investor name.

Return to Search

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org
Copyright© 2012 by MERSCORP Holdings, Inc.

Select borrower type and enter borrower information to see Investor for MIN 1000456-0000731695-5.

◉ Investor for Individual Borrower

Your entries may be either upper or lower case.
*Fields markedare required.

*Last Name: Field

*SSN: [ ] - [ ] - [ ]

☐ By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify *the results with their loan servicer.

Submit

○ Investor for Corporation/Non-Person Entity Borrower

Your entries may be either upper or lower case.
*Fields markedare required.
Corporation/Non-Person Entity Name:

*

*Taxpayer Identification Number:

☐ By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify *the results with their loan servicer.

Submit

Servicer: CitiMortgage, Inc.
O'Fallon, MO

Phone: (800) 283-7918

Investor: Fannie Mae

Close Window

EXHIBIT C

Fannie Mae Announces the Results of its Seventh Reperforming Loan Sale Transaction

July 17, 2018

Alicia Jones

202-752-5716

WASHINGTON, DC – Fannie Mae (FNMA/OTC) today announced the results of its seventh reperforming loan sale transaction. The deal, which was announced on June 13, 2018, included the **sale of approximately 26,900 loans totaling $6.14 billion** in unpaid principal balance (UPB), divided into four pools. **The winning bidder of all four pools for the transaction, which is expected to close on September 21, 2018, is DLJ Mortgage Capital, Inc. (Credit Suisse).**

The pools were marketed with Citigroup Global Markets Inc. as advisor.

The loan pools awarded in this most recent transaction include:

- Group 1 Pool: 2,557 loans with an aggregate unpaid principal balance of $557,177,914; average loan size $217,903; weighted average effective rate 3.56%; weighted average broker's price opinion (BPO) loan-to-value ratio of 93%.
- Group 2 Pool: 6,231 loans with an aggregate unpaid principal balance of $930,510,767; average loan size $149,336; weighted average effective rate 4.23%; weighted average BPO loan-to-value ratio of 74%.
- **Group 3 Pool: 4,662 loans with an aggregate unpaid principal balance of $1,196,172,654; average loan size $256,579; weighted average effective rate 3.35%; weighted average BPO loan-to-value ratio of 90%.**
- Group 4 Pool: 13,492 loans with an aggregate unpaid principal balance of $3,459,664,033; average loan size $256,423; weighted average effective rate 3.33%; weighted average BPO loan-to-value ratio of 91%.

The cover bid, which is the second highest bid, was 86.13% of UPB (67.19% of BPO) for the total of the four pools which were purchased on an all-or-none basis.

Fannie Mae

Fact Sheet – Re-Performing Loan Sale FNMA 2018-RPL2

June 13, 2018

This fact sheet is intended to provide additional information about Fannie Mae's current sale of re-performing loans (RPL).

Re-Performing Loan Sales by Fannie Mae

- Announced via press release by Fannie Mae on October 11, 2016, available here.
- Fannie Mae Whole Loan Sales page for interested parties available here.

FNMA 2018-RPL2 Pool Characteristics

- Announced via press release by Fannie Mae on June 13, 2018, available here.
- Approximately 27,000 re-performing loans.
- Approximately $6.17 billion in unpaid principal balance (UPB).
- Offered in four pools: Pool 1 is approximately $559.6 million in UPB, Pool 2 is approximately $938.2 million in UPB, Pool 3 is approximately $1.2 billion in UPB and Pool 4 is approximately $3.5 billion in UPB.
- Pools are comprised by loans serviced by Mr. Cooper
- Marketed with Citigroup Global Markets, Inc. as advisor.

FNMA 2018-RPL2 Timeline

- June 13, 2018: Marketing begins
- June 15, 2018: Data room open for bidders
- July 10, 2018: Bids due
- July 11, 2018: Bid awarded
- Mid-September, 2018: Due diligence ends
- Mid-to Late September, 2018: Sale closes

NOTE: *This timeline is approximate and for planning purposes only. These guidelines are subject to change at any time and for any reason at the sole discretion of Fannie Mae.*

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Fannie Mae Announces Seventh Sale of Reperforming Loans

June 13, 2018

Alicia Jones

202-752-5716

WASHINGTON, DC – Fannie Mae (FNMA/OTC) today began marketing its seventh sale of reperforming loans as part of the company's ongoing effort to reduce the size of its retained mortgage portfolio.

The sale consists of approximately 27,000 loans, having an unpaid principal balance of approximately $6.17 billion, and is available for purchase by qualified bidders. Interested bidders can register here, at https://www.fanniemae.com/portal/funding-the-market/npl/index.html.

This sale of reperforming loans is being marketed in collaboration with Citigroup Global Markets, Inc. Bids are due on July 10, 2018.

Reperforming loans are mortgages that were previously delinquent, but are performing again because payments on the mortgages have become current with or without the use of a loan modification. The terms of Fannie Mae's reperforming loan sale require the buyer to offer loss mitigation options designed to be sustainable to any borrower who may re-default within five years following the closing of the reperforming loan sale. In addition, buyers must report on loss mitigation outcomes. Any reporting requirements cease once a loan has been current for twelve consecutive months after the closing of the reperforming loan sale.

Interested bidders can register for ongoing announcements, training, and other information at https://www.fanniemae.com/portal/funding-the-market/npl/index.html. Fannie Mae will also post information about specific pools available for purchase on that page.

Fannie Mae Announces Pilot Sale of Reperforming Loans

October 11, 2016

Alicia Jones

202-752-5716

WASHINGTON, DC – Fannie Mae (FNMA/OTC) today began marketing its first sale of reperforming loans as part of the company's ongoing effort to reduce the size of its retained mortgage portfolio.

The pool of approximately 3,600 loans, totaling $806 million in unpaid principal balance, is available for purchase by qualified bidders. This sale of reperforming loans is being marketed in collaboration with Citigroup Global Markets, Inc. Bids are due on November 1, 2016.

"We are pleased to offer this first sale of reperforming loans," said Bob Ives, vice president of retained portfolio asset management, Fannie Mae. "This sale will support our efforts to reduce the size of the company's balance sheet."

Reperforming loans are mortgages that were previously delinquent, but are performing again because payments on the mortgages have become current with or without the use of a loan modification plan. The terms of Fannie Mae's reperforming loan sale require the buyer to offer loss mitigation options designed to be sustainable, to any borrower who may re-default after the sale, and prohibit the buyer from "walking away" from any home that might become vacant.

Interested bidders can register for ongoing announcements, training, and other information at https://www.fanniemae.com/portal/funding-the-market/npl/index.html. Fannie Mae will also post information about specific pools available for purchase on that page.

EXHIBIT D

Form ABS-15G Credit Suisse First Boston Mortgage Securities Corp

Asset-backed securitizer report pursuant to Section 15G, item 2.01

SEC.report (https://sec.report/)

/ CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP (/CIK/0000802106)

/ Form ABS-15G (/Document/0001387131-20-004624/) / (Depositor)

Published: 2020-05-11 17:29:48 (2020-05-11T17:29:48-0400)
Submitted: 2020-05-11
Filing Agent: Quality EDGAR Solutions, LLC (/CIK/0001387131)
Period Ending In: 2020-05-11

About Form ABS-15G (/Form/ABS-15G)

ABS-15G 1 csfbmac-abs15g_050820.htm ASSET-BACKED SECURITIES

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM ABS-15G

ASSET-BACKED SECURITIZER
REPORT PURSUANT TO SECTION 15G OF
THE SECURITIES EXCHANGE ACT OF 1934

CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP.

Check the appropriate box to indicate the filing obligation which this form is intended to satisfy:

☐ Rule 15Ga-1 under the Exchange Act (17 CFR 240.15Ga-1) for the reporting period_____ to _____

Date of Report (Date of earliest event reported) _____

Commission File Number of securitizer: _____

Central Index Key Number of securitizer:_____

Name and telephone number, including area code, of the person to contact in connection with this filing

Indicate by check mark whether the securitizer has no activity to report for the initial period pursuant to Rule 15Ga-1(c)(1) ☐

Indicate by check mark whether the securitizer has no activity to report for the quarterly period pursuant to Rule 15Ga-1(c)(2)(i) ☐

Indicate by check mark whether the securitizer has no activity to report for the annual period pursuant to Rule 15Ga-1(c)(2)(ii) ☐

☒ Rule 15Ga-2 under the Exchange Act (17 CPR 240.15Ga-2)

Central Index Key Number of depositor: 0000802106

CSMC 2018-RPL6 Trust
(Exact name of issuing entity as specified in its charter)

Central Index Key Number of issuing entity (if applicable): _____

Central Index Key Number of underwriter (if applicable): _____

Bruce Kaiserman, Vice President, (212) 538-1962
Name and telephone number, including area code, of the person to contact in connection with this filing

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the reporting entity has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP.

By:	/s/ Bruce Kaiserman
Name:	Bruce Kaiserman
Title:	Vice President

Date: May 11, 2020

EXHIBIT INDEX

99.1 (ex99-1.htm)	AMC Diligence, LLC ("AMC") Due Diligence Executive Summary
99.2 (ex99-2.htm)	AMC Servicing Comment Review
99.3(a) (ex99-3a.htm)	AMC Exception Standard Report AMC Exception Standard Report
99.3(b) (ex99-3b.htm)	
99.4 (ex99-4.htm)	AMC Exception Loan Level Report
99.5 (ex99-5.htm)	AMC Rating Agency Grades
99.14(a) (ex99-14a.htm)	AMC Modification Only Extract AMC Modification Only Extract
99.14(b) (ex99-14b.htm)	
99.15 (ex99-15.htm)	AMC Servicing Pay History Limited

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SEC CFR Title 17 of the Code of Federal Regulations. (https://ecfr.io/Title-17/)

EX-99.1 2 ex99-1.htm AMC DILIGENCE, LLC (AMC) DUE DILIGENCE EXECUTIVE SUMMARY CSMC 2018-RPL6

Exhibit 99.1

EXECUTIVE SUMMARY

DESCRIPTION OF SERVICES

(1) Type of assets that were reviewed.

AMC Diligence, LLC ("AMC") performed the due diligence services described below (the "Review") on residential mortgage loans acquired by DLJ Mortgage Capital, Inc. (the "Client"). These mortgage loans, which were originated by multiple parties, were purchased by the Client in multiple bulk transactions or via Reliance Letter and were reviewed by AMC on behalf of such party. The Review was conducted on loans with origination dates from October 1989 through May 2016 via files imaged and provided by the Client or its designee for review.

(2) Sample size of the assets reviewed.

The Review was conducted on the portion of the securitization mortgage loan population reviewed by AMC. The Client may have utilized multiple third-party review ("TPR") firms for the securitization and AMC may or may not have reviewed all of the mortgage loans in the securitization loan population for a specific scope of review. During the course of the selection of the final securitization population mortgage loans may have been eliminated from the originally envisioned securitization population for reasons that are unknown to AMC. Within the final securitization mortgage loan population, the Review sample was broken down into the following review scopes:

■ "Compliance Review":	20,125 mortgage loans
■ "Collection Comment Review":	20,125 mortgage loans
■ "Payment History Review":	20,125 mortgage loans
■ "Tax and Title Review":	20,125 mortgage loans

(3) Determination of the sample size and computation.

The sample size of the Review was conducted consistent with the criteria for the NRSRO(s) identified in Item 3 of the Form ABS Due Diligence-15E.

(4) Quality or integrity of information or data about the assets: review and methodology.

Not applicable.

(5) Origination of the assets and conformity to stated underwriting or credit extension guidelines, standards, criteria or other requirements: review and methodology.

Not applicable.

(6) Value of collateral securing the assets: review and methodology.

Not applicable.

(7) Compliance of the originator of the assets with federal, state and local laws and regulations: review and methodology.

Please be advised that AMC did not make a determination as to whether the mortgage loans complied with federal, state or local laws, constitutional provisions, regulations or ordinances that are not expressly enumerated below. There can be no assurance that the Review uncovered all relevant factors relating to the origination of the mortgage loans, their compliance with applicable law and regulations and the original appraisals relating to the mortgaged properties or uncovered all relevant factors that could affect the future performance of the mortgage loans. Furthermore, the findings reached by AMC are dependent upon its receiving complete and accurate data regarding the mortgage loans from mortgage loan originators and other third parties upon which AMC is relying in reaching such findings.

EXHIBIT E

BK 3722 Pg 1349
FILE NUM 2018067339
12/18/2018 02:34:33 PM
RCPT# 915366
RECORDING FEES 6.00

When Recorded Return To:
Fannie Mae
C/O Nationwide Title Clearing, Inc.
2100 Alt. 19 North
Palm Harbor, FL 34683

CS Loan Number 0630945582
FNMA Loan Number 1700119966
NTC Loan ID 403295451

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **NATIONSTAR MORTGAGE LLC, WHOSE ADDRESS IS 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019, (ASSIGNOR),** by these presents does convey, grant, assign, transfer and set over the described Mortgage together with all interest secured thereby, all liens, and any rights due or to become due thereon to **WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS OWNER TRUSTEE ON BEHALF OF CSMC 2018-RPL6 TRUST, WHOSE ADDRESS IS 500 DELAWARE AVENUE, 11TH FLOOR, ATTENTION: CSMC 2018-RPL6, WILMINGTON, DE 19801, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).**

Said Mortgage dated 10/07/2005, made by **REX A FIELD AND TRACY L FIELD** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR E*TRADE MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS** and recorded 10/13/2005 in the Recorder or Registrar of Deeds of **BEAUFORT** County, **South Carolina** in **Book 02249 and Page 2164**.

Modification: 03/10/2015 BK: 3384, PG: 1007.

Dated this 18th day of December in the year 2018
NATIONSTAR MORTGAGE LLC

PATRICK MCCABE
VICE PRESIDENT LOAN DOCUMENTATION

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

CHELSEA LEMOS
WITNESS

TIFFANY FLOYD
WITNESS

STATE OF FLORIDA
COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me on this 18th day of December in the year 2018, by Patrick McCabe as Vice President of Loan Documentation of NATIONSTAR MORTGAGE LLC, who, as such Vice President of Loan Documentation being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

ASHLEY MORRELL
COMM EXPIRES: 04/29/2022

ASHLEY MORRELL
Notary Public - State of Florida
Commission # GG 212021
My Comm. Expires Apr 29, 2022
Bonded through National Notary Assn.

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
Recording Requested By: Fannie Mae, C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North, Palm Harbor, FL 34683
FNMA1 403295451 2018-RPL2-PL3-SALE DOCR T111812-05:00:32 [C-1] EFRMSC1

D00344001821

EXHIBIT F

Department of State: Division of Corporations

Allowable Characters

HOME
About Agency
Secretary's Letter
Newsroom
Frequent Questions
Related Links
Contact Us
Office Location

SERVICES
Pay Taxes
File UCC's
Delaware Laws Online
Name Reservation
Entity Search
Status
Validate Certificate
Customer Service Survey

INFORMATION
Corporate Forms
Corporate Fees
UCC Forms and Fees
Taxes
Expedited Services
Service of Process
Registered Agents
GetCorporate Status
Submitting a Request
How to Form a New Business Entity
Certifications, Apostilles & Authentication of Documents

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	7083828	Incorporation Date / Formation Date: (mm/dd/yyyy)	9/19/2018
Entity Name:	CSMC 2018-RPL6 TRUST		
Entity Kind:	Statutory Trust	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

REGISTERED AGENT INFORMATION

Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Address:	500 DELAWARE AVENUE, 11TH FLOOR		
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19801
Phone:			

Additional information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of $20.00.
Would you like ○ Status ○ Status,Tax & History Information

Submit

View Search Results New Entity Search

For help on a particular field click on the Field Tag to take you to the help area.

EXHIBIT G

THE FOLLOWING DOCUMENT INCLUDES BOTH THE COMPOSITE COPY OF THE TRUST INDENTURE AS SUPPLEMENTED AND AMENDED BY THE FIRST THROUGH EIGHTH SUPPLEMENTAL INDENTURES, AND THE NINTH SUPPLEMENTAL INDENTURE.

FEDERAL NATIONAL MORTGAGE ASSOCIATION
("FNMA")

Issuer and Trustee

TRUST INDENTURE

for

GUARANTEED MORTGAGE
PASS-THROUGH CERTIFICATES
evidencing undivided beneficial interests in

POOLS OF FIXED RATE RESIDENTIAL MORTGAGE LOANS

[Authorized by Title III of the National Housing Act,
12 U.S.C. 1719(d)]

THIS DOCUMENT IS A COMPOSITE COPY OF THE TRUST INDENTURE AS SUPPLEMENTED AND AMENDED BY THE FIRST SUPPLEMENTAL INDENTURE, THE SECOND SUPPLEMENTAL INDENTURE, THE THIRD SUPPLEMENTAL INDENTURE, THE FOURTH SUPPLEMENTAL INDENTURE, THE FIFTH SUPPLEMENTAL INDENTURE, THE SIXTH SUPPLEMENTAL INDENTURE, THE SEVENTH SUPPLEMENTAL INDENTURE, AND THE EIGHTH SUPPLEMENTAL INDENTURE DATED AS OF FEBRUARY 15, 1982, OCTOBER 1, 1982, AUGUST 1, 1983, MAY 1, 1984, JULY 1, 1984, MAY 1, 1985, AUGUST 1, 1986, AND JANUARY 1, 1987, RESPECTIVELY. SEE THE EXPLANATORY STATEMENT FOR DETAILS. EXECUTED COPIES OF THE ORIGINAL INDENTURE AND EACH OF THE SUPPLEMENTAL INDENTURES ARE AVAILABLE FOR INSPECTION AT THE OFFICES OF FNMA.

EXPLANATORY STATEMENT

The Trust Indenture dated as of November 1, 1981 has been amended by a First Supplemental Indenture dated as of February 15, 1982, a Second Supplemental Indenture dated as of October 1, 1982, a Third Supplemental Indenture dated as of August 1, 1983, a Fourth Supplemental Indenture dated as of May 1, 1984, a Fifth Supplemental Indenture dated as of July 1, 1984, a Sixth Supplemental Indenture dated as of May 1, 1985, a Seventh Supplemental Indenture dated as of August 1, 1986, and an Eighth Supplemental Indenture dated as of January 1, 1987.

This Composite Copy of the Trust Indenture consolidates all of the substantive provisions included in the Trust Indenture as supplemented and amended through the Eighth Supplemental Indenture. It has not been executed in this form.

TABLE OF CONTENTS

ARTICLE I
DEFINED TERMS

	Page
Accounting Records	2
Aggregate Scheduled Principal	2
Authorized Officer	2
Book-Entry Certificate	2
Business Day	2
Certificate	2
Certificateholder or Holder	2
Certificate Principal Balance	3
Certificate Register and Certificate Registrar	3
Charter Act	3
Curtailment	3
Custodial Agreement	3

	Page
Definitive Certificate	3
Distribution Date	3
Due Period	3
Event of Default	3
FHA	4
FHA/VA Mortgage Loan	4
FNMA	4
Fractional Undivided Interest	4
Fully Prepaid Mortgage Loan	4
GEM	4
Issue Date	4
Issue Date Principal Balance	5
Issue Supplement	5
Mortgage	5
Mortgage Interest Rate	5
Mortgage Loan	5
Mortgage Loan Schedule	5
Mortgage Note	5
Mortgaged Property	5
Mortgagor	5
Officer's Certificate	5
Opinion of Counsel	6
Outstanding Mortgage Loan	6
Participation Certificate	6
Pass-Through Rate	6
Paying Agent	6
Person	6
Pool	6
Pool Principal Balance	6
Pool Proceeds	6
Prospectus	7
Record Date	7
Replaced Defective Mortgage Loan	7
Reserve Bank	7

		Page
	Servicing Contract	7
	Stated Principal Balance	7
	Sub-Servicer	7
	Substitute Mortgage Loan	7
	Supplemental Indenture	7
	Trustee	7
	Trust Fund	7
	Trust Indenture	8
	VA	8
	Withdrawable Mortgage Loan	8

ARTICLE II

APPLICABLE DOCUMENTATION

Section		Page
2.01	Issue Supplement	8
2.02	Certificates	9
2.03	Issue Supplement and Trust Indenture	9
2.04	Authorized Officers	10
2.05	Delivery of Instruments	10

ARTICLE III

DECLARATION OF TRUST

3.01	Declaration	10
3.02	Notice	10

ARTICLE IV

MORTGAGE LOANS

4.01	Conveyance of Mortgage Loans	10
4.02	Representations and Warranties	11

ARTICLE V

Servicing of Mortgage Loans

Section		Page
5.01	General	14
5.02	Transfers of Mortgaged Property	16
5.03	Optional Withdrawal of Delinquent Mortgage Loans, Mortgaged Property or Withdrawable Mortgage Loans; Substitution or Repurchase of Defective Mortgage Loans	16
5.04	Accounting Records	17
5.05	Maintenance of Hazard Insurance and Flood Insurance	18
5.06	Servicing Compensation; Payment of Certain Expenses by FNMA	18
5.07	Annual Statement as to Compliance	18

ARTICLE VI

Distributions to Certificateholders

6.01	Distributions	19
6.02	Statements to Certificateholders	19

ARTICLE VII

The Certificates

7.01	The Certificates	20
7.02	Registration of Transfer and Exchange of Definitive Certificates	20
7.03	Mutilated, Destroyed, Lost or Stolen Definitive Certificates	21
7.04	Persons Deemed Owners	22
7.05	Appointment of Paying Agent	22
7.06	Book-Entry Certificates	22
7.07	FNMA as Certificateholder	23
7.08	Maintenance of Office or Agency	23

ARTICLE VIII

Limitation of Liability

Section		Page
8.01	General Limitation	23
8.02	Measure of Liability	23

ARTICLE IX

FNMA

9.01	Resignation	24
9.02	Merger or Consolidation	25
9.03	Succession Upon Default	25

ARTICLE X

Termination

10.01	Termination Upon Repurchase by FNMA or Liquidation of All Mortgage Loans	27

ARTICLE XI

Supplemental Indentures

11.01	Permissible Without Action by Certificateholders	29
11.02	Waivers and Supplemental Indentures with Consent of Holders	30

ARTICLE XII

Miscellaneous

12.01	Certificateholders	30
12.02	Access to List of Certificateholders	31
12.03	Reserve Banks as Agent	32
12.04	Governing Law	32
12.05	Demands, Notices, Communications	32
12.06	Recordation	32
12.07	Severability of Provisions	33

Exhibit A—Form of Definitive Certificate	A-1
Exhibit B—Issue Supplement to Trust Indenture	B-1
Exhibit C—Custodial Agreement	C-1

FEDERAL NATIONAL MORTGAGE ASSOCIATION

GUARANTEED MORTGAGE PASS-THROUGH SECURITIES PROGRAM

(Fixed Rate Residential Mortgage Loans)

TRUST INDENTURE

THIS TRUST INDENTURE made, executed and published this first day of November, 1981, at Washington, D.C., by the Federal National Mortgage Association (herein called "FNMA"), a body corporate organized and existing under the laws of the United States, in its corporate capacity and in its capacity as trustee;

WITNESSETH:

WHEREAS, FNMA has purchased and intends to purchase fixed rate residential mortgage loans and intends:

To assemble groups of such mortgage loans into separate pools bearing distinctive identification;

To set aside and hold the mortgage loans comprising each such pool in trust and service such mortgage loans;

To issue, sell and administer guaranteed mortgage pass-through certificates evidencing undivided beneficial interests in the mortgage loans comprising each separate, identified pool; and

To issue, sell and administer to the extent set forth in the related issue supplement guaranteed stripped mortgage-backed securities evidencing specified rights to distributions with respect to the mortgage loans comprising certain specified identified pools.

NOW, THEREFORE, the parties to this Trust Indenture, in the several capacities hereinabove set forth, do hereby declare and establish this Trust Indenture and do hereby undertake and otherwise agree as follows:

ARTICLE I

Defined Terms

Whenever used in this Trust Indenture, the following words and phrases shall have the following meanings:

Accounting Records: As to any particular issue of Certificates, the documentation necessary to account for the activity on the pooled Mortgage Loans.

Aggregate Scheduled Principal: With respect to any particular Pool and Distribution Date, the aggregate principal due on all Outstanding Mortgage Loans during the Due Period including, for this purpose, principal which would have been due during the Due Period in accordance with an amortization schedule but which has been deferred pursuant to an extension granted to the Mortgagor or otherwise.

Authorized Officer: The Chairman of the Board, the President or any Executive Vice President, Senior Vice President or Vice President of FNMA.

Book-Entry Certificate: A Guaranteed Mortgage Pass-Through Certificate representing a Fractional Undivided Interest in a Pool formed on or after May 1, 1985, which is issued in book-entry form and is maintained in the name of a record owner as an entry on the books of a Reserve Bank.

Business Day: Any day other than (i) a Saturday or a Sunday, or (ii) a day on which the Federal Reserve Bank of New York authorizes banking institutions in the Second Federal Reserve District to be closed.

Certificate: Any Definitive Certificate executed by FNMA and authenticated by the Certificate Registrar in substantially the form of Exhibit A annexed hereto or any Book-Entry Certificate.

Certificateholder or Holder: As to any Definitive Certificate, the person in whose name such Definitive Certificate is registered in the Certificate Register, except that, solely for the purposes of giving any consent pursuant to this Trust Indenture or any Issue Supplement, any Definitive Certificate registered in the name of FNMA, any Sub-Servicer of the related Pool or any affiliate of any such Sub-Servicer shall be deemed not to be outstanding and the Fractional Undivided Interest evidenced thereby shall not be taken into account in determining whether the requisite percentage of Fractional Undivided Interests necessary to effect any such consent has been obtained; provided, however, that any such Definitive Certificate or portion thereof

shall not be so disregarded if (i) FNMA or any such Sub-Servicer or affiliate is not the beneficial owner of such Definitive Certificate or portion thereof and (ii) such Definitive Certificate, or the applicable portion thereof, is voted in accordance with written instructions provided to the Holder thereof by some or all of the Persons owning such beneficial interests (if less than all of such Persons shall furnish such written instructions then such portion of such Definitive Certificate as to which instructions shall not have been furnished shall be deemed not to be outstanding for purposes of such vote). As to any Book-Entry Certificate, the record owner on the appropriate Reserve Bank's books.

Certificate Principal Balance: The portion of the Pool Principal Balance evidenced by a particular Certificate.

Certificate Register and Certificate Registrar: The register maintained and the registrar appointed pursuant to Section 7.02.

Charter Act: The Federal National Mortgage Association Charter Act (12 U.S.C. §1716 *et seq.*), as amended and in effect from time to time.

Curtailment: Any unscheduled partial payment or other recovery of principal on a Mortgage Loan (including, for this purpose, the difference between the Stated Principal Balance of any Replaced Defective Mortgage Loan and the Issue Date Principal Balance of any related Substitute Mortgage Loan) which is not accompanied by an amount representing scheduled interest due after the month of payment.

Custodial Agreement: An agreement substantially in the form attached hereto as Exhibit C pursuant to which Mortgage Notes and related documents specified in such agreement are deposited with an eligible custodian.

Definitive Certificate: Any Certificate which is not a Book-Entry Certificate.

Distribution Date: The 25th day of any month, beginning as to any particular Pool with the 25th day of the month following the month of the Issue Date, or, if such 25th day is not a Business Day, the Business Day immediately following.

Due Period: As to any Distribution Date, the period beginning on the second day of the month next preceding the month of such Distribution Date and ending on the first day of the month of such Distribution Date.

Event of Default: An event as described in Section 9.03.

FHA: Federal Housing Administration, an agency of the U.S. government.

FHA/VA Mortgage Loan: A Mortgage Loan that is insured by the FHA or guaranteed by the VA.

FNMA: Federal National Mortgage Association, a body corporate organized and existing under the laws of the United States, or its successor in interest or any successor appointed as herein provided. Unless the context requires otherwise, the term "FNMA" shall be deemed to refer to the Federal National Mortgage Association acting in its corporate capacity and not in its capacity as Trustee hereunder.

Fractional Undivided Interest: The fractional undivided interest in the related Trust Fund that is evidenced by a Certificate, such fractional undivided interest being equal (i) in the case of a Definitive Certificate, to the initial Certificate Principal Balance set forth on the face of such Certificate, divided by the Pool Principal Balance on the Issue Date and (ii) in the case of a Book-Entry Certificate, to the fractional undivided interest in the underlying Pool entered in the name of the Holder in, or derived from, the records of the appropriate Reserve Bank.

Fully Prepaid Mortgage Loan: Any Mortgage Loan (i) respecting which payment of the entire principal balance is made prior to the final maturity of such Mortgage Loan, (ii) respecting which cash is received in connection with the liquidation of such Mortgage Loan, whether through insurance or guaranty proceeds, condemnation awards, proceeds of any sale of the Mortgaged Property or otherwise (and whether or not such cash is equal to the unpaid principal amount thereof and all interest accrued thereon) in an amount determined by FNMA in its reasonable judgment to be the full amount finally recoverable on account of such Mortgage Loan, or (iii) which is deemed to be a Fully Prepaid Mortgage Loan pursuant to Section 4.02 or 5.03.

GEM: A Mortgage Loan which provides by its terms for periodic increases in the amount of each monthly payment of principal and interest, each such increase being applied toward the reduction of the unpaid principal balance of such Mortgage Loan.

Issue Date: As to any particular Pool, the first day of the month in which Certificates evidencing Fractional Undivided Interests in the related Trust Fund are issued.

Issue Date Principal Balance: The principal balance of a Mortgage Loan as reflected in the Mortgage Loan Schedule (or, in the case of any Substitute Mortgage Loan, the principal balance on the first day of the month of substitution after the application of all principal installments due on or prior to such first day of the month).

Issue Supplement: An instrument published by FNMA pursuant to Section 2.01 which supplements this Trust Indenture and identifies and establishes a particular Pool and a particular issue of Certificates related to such Pool.

Mortgage: The mortgage, deed of trust or other instrument creating a first lien on the real property securing a Mortgage Note.

Mortgage Interest Rate: The annual interest rate required to be paid by a Mortgagor under the terms of the related Mortgage Note.

Mortgage Loan: Each of the mortgage loans identified in the Mortgage Loan Schedule attached to an Issue Supplement as from time to time is held as a part of the related Trust Fund, together with any Substitute Mortgage Loan; however, in the case of Pools comprised of Participation Certificate(s), the term "Mortgage Loan" means the beneficial interest in each mortgage loan represented thereby, as specified in the Mortgage Loan Schedule, (i) for purposes of the following definitions: "Aggregate Scheduled Principal," "Curtailment," "Issue Date Principal Balance," "Pool," "Pool Principal Balance," "Pool Proceeds," "Replaced Defective Mortgage Loan," "Stated Principal Balance" and "Substitute Mortgage Loan" and (ii) otherwise as the context requires in order to effectuate the purposes of this Trust Indenture.

Mortgage Loan Schedule: The schedule of Mortgage Loans attached to each Issue Supplement pursuant to Section 2.01.

Mortgage Note: The note or other evidence of indebtedness evidencing the indebtedness of a Mortgagor under a Mortgage Loan.

Mortgaged Property: The real property and all improvements thereon and appurtenant thereto which secure a Mortgage Loan.

Mortgagor: The obligor on a Mortgage Note.

Officer's Certificate: A certificate signed by the Chairman of the Board, the President or any Executive Vice President, Senior Vice President or Vice President of FNMA.

Opinion of Counsel: A written opinion of counsel, who may be counsel for FNMA.

Outstanding Mortgage Loan: As to any Distribution Date, any Mortgage Loan (including a Mortgage Loan which has been foreclosed or comparably converted) which is not (i) a Fully Prepaid Mortgage Loan respecting which the final distribution to Certificateholders has been made prior to, or will be made on, such Distribution Date or (ii) a Replaced Defective Mortgage Loan.

Participation Certificate: A certificate issued by a Sub-Servicer evidencing a specified beneficial interest in the mortgage loans described therein.

Pass-Through Rate: An annual rate of interest equal, as to any particular issue of Certificates, to the rate per annum specified in the related Issue Supplement.

Paying Agent: Any paying agent appointed by FNMA pursuant to Section 7.05.

Person: Any legal person, including any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Pool: All of the Mortgage Loans held as part of a particular Trust Fund.

Pool Principal Balance: The aggregate Stated Principal Balances of the Mortgage Loans.

Pool Proceeds: As to a particular Pool, all payments and other recoveries received on account of the Mortgage Loans in such Pool, including, without limitation, any insurance or guaranty proceeds, other than (i) any payments due on or before the Issue Date for such Pool or, in the case of any Substitute Mortgage Loan, due on or before the first day of the month of the related substitution, (ii) that portion of each payment of interest on a particular Mortgage Loan which, when deducted, will make the remaining portion of such payment equal to interest at the Pass-Through Rate on the principal balance of such Mortgage Loan outstanding over the period respecting which such interest payment was paid and (iii) any amount received upon the final payment or other liquidation of a Mortgage Loan which is in excess of the Stated Principal Balance of such Mortgage

Loan together with interest on such Stated Principal Balance at the Pass-Through Rate to the first day of the month following such final payment or liquidation.

Prospectus: The general form of prospectus in use at the time of the offering of an issue of Certificates, together with the final supplement thereto applicable specifically to such issue.

Record Date: The last day of the month immediately preceding the month of the related Distribution Date.

Replaced Defective Mortgage Loan: Any Mortgage Loan which is withdrawn from the related Pool and is replaced by a Substitute Mortgage Loan pursuant to Section 4.02 or Section 5.03.

Reserve Bank: Any Federal Reserve Bank, including its branches.

Servicing Contract: The agreement between FNMA and any Sub-Servicer relating to the direct servicing by such Sub-Servicer of Mortgage Loans for a particular Pool.

Stated Principal Balance: At the time of any determination, the Issue Date Principal Balance of a Mortgage Loan reduced by all amounts distributed to Certificateholders in respect of principal of such Mortgage Loan.

Sub-Servicer: Any Person which shall at the time be directly servicing any Mortgage Loans pursuant to a Servicing Contract.

Substitute Mortgage Loan: Any Mortgage Loan which is substituted for a Replaced Defective Mortgage Loan pursuant to Section 4.02 or Section 5.03.

Supplemental Indenture: Any supplemental indenture entered into pursuant to Article XI.

Trustee: Federal National Mortgage Association, in its capacity as trustee hereunder, or its successor in interest in such capacity, or any successor trustee appointed as herein provided.

Trust Fund: As to any particular issue of Certificates, the corpus of the trust created by this Trust Indenture and the Issue Supplement applicable thereto, consisting of (a) the related Pool, (b) such Pool Proceeds as from time to time may be considered to be held by FNMA for Certificateholders pursuant to Section 5.04, (c) any Mortgaged Property or interest in any Mortgaged Property represented by a Participation Certificate which has been acquired by foreclosure or deed in lieu of foreclosure and which has

not been withdrawn from the Trust Fund, and (d) the interest of the Certificateholders in the obligation of FNMA to supplement Pool Proceeds to the extent necessary to make distributions in the amounts required by the form of Certificate hereinafter set forth.

Trust Indenture: This Trust Indenture, dated November 1, 1981, by and between FNMA, in its corporate capacity, and FNMA, in its capacity as Trustee, as the same is originally executed, or as modified, amended or supplemented in accordance with the applicable provisions hereof.

VA: Veterans Administration, an agency of the U.S. government.

Withdrawable Mortgage Loan: Any Mortgage Loan respecting which the underlying Mortgaged Property is transferred, or proposed to be transferred, under circumstances in which FNMA is legally permitted or reasonably believes that it is legally permitted to accelerate the maturity of such Mortgage Loan pursuant to the terms of any "due-on-sale" clause contained therein.

ARTICLE II

Applicable Documentation

Section 2.01. Issue Supplement. An Issue Supplement establishing a Pool and creating the Certificates evidencing Fractional Undivided Interests therein (or separate classes of guaranteed stripped mortgage-backed securities which, together, evidence a Fractional Undivided Interest in a Pool) shall be substantially in the form annexed hereto as Exhibit B (with such changes thereto as FNMA in its sole discretion shall determine) and shall be executed by FNMA, in its corporate capacity, and by FNMA, acting in its capacity as Trustee, and filed pursuant to Section 3.02 in the office of the Corporate Secretary of FNMA at the time of the issuance of Certificates related to such Pool. Each Issue Supplement shall be executed on behalf of FNMA in its corporate capacity and in its capacity as Trustee by an Authorized Officer, under its seal affixed by impression, printing or rubber stamp duly attested by the Corporate Secretary or an Assistant Corporate Secretary. Any attestation of the Corporate Secretary or an Assistant Corporate Secretary may be by manual or facsimile signature.

Each Issue Supplement shall identify and relate to a particular Pool and a particular issue of Certificates evidencing Fractional Undivided Interests in such Pool, and shall have attached thereto a Mortgage Loan Schedule dated

as of the date thereof. Such Mortgage Loan Schedule shall list all Mortgage Loans comprising the Pool and shall show as to each Mortgage Loan: (a) the address of the Mortgaged Property, (b) the first payment date and original term, (c) the original principal amount, (d) the Issue Date Principal Balance, (e) the Mortgage Interest Rate, (f) whether such Mortgage Loan is insured by the FHA or guaranteed by the VA, (g) whether such Mortgage Loan is a GEM and, if so, the dates when adjustments are effective and the percentage amount thereof, and (h) any other information as shall be appropriate for a particular Pool.

In the event that an Issue Supplement establishing a Pool creates separate classes of guaranteed stripped mortgage-backed securities which, together, evidence Fractional Undivided Interests therein, all references herein to Certificates, Certificateholders and/or the Fractional Undivided Interest in the Trust Fund evidenced thereby shall, as the context requires, be deemed to refer to such guaranteed stripped mortgage-backed securities, the Holders thereof and/or the Fractional Undivided Interest which they collectively represent.

Section 2.02. Certificates. Each Definitive Certificate shall be in substantially the form attached hereto as Exhibit A and shall be executed on behalf of FNMA in its corporate capacity and in its capacity as Trustee by manual or facsimile signature of an Authorized Officer under its seal imprinted thereon, duly attested by the Corporate Secretary or an Assistant Corporate Secretary. Each Definitive Certificate may contain such material modifications or variations from such form as shall be specified in the applicable Issue Supplement.

Section 2.03. Issue Supplement and Trust Indenture. With respect to each Pool established by an Issue Supplement and the related Certificates, the collective terms of this Trust Indenture and such Issue Supplement shall govern the servicing of Mortgage Loans comprising such Pool, the issuance and administration of all Certificates related to such Pool, and all matters related thereto, and shall have no applicability to any other Pool or Certificates. As applied to each Pool established by an Issue Supplement, and the related Certificates, the collective terms of such instruments shall constitute an agreement relating exclusively to such Pool and Certificates, to like effect as if the collective terms of all such instruments were set forth in a separate instrument, duly executed and delivered by FNMA in its corporate capacity and in its capacity as Trustee.

Section 2.04. Authorized Officers. The manual or facsimile signature of any individual appearing on an Issue Supplement or Definitive Certificate, designated as the signature of an Authorized Officer of FNMA, shall constitute conclusive evidence that such individual is, in fact, authorized by FNMA to execute such Issue Supplement or Definitive Certificate on behalf of FNMA in its corporate capacity and in its capacity as Trustee, notwithstanding that such authorization may have lapsed prior to the effective date of such Issue Supplement or Definitive Certificate, or delivery thereof.

Section 2.05. Delivery of Instruments. FNMA shall furnish to each Certificateholder, upon request, copies of this Trust Indenture and the Issue Supplement, without attachments, applicable to the Certificate or Certificates held by such Holder.

ARTICLE III

Declaration of Trust

Section 3.01. Declaration. By the act of issuing a Certificate hereunder, FNMA shall be deemed to have declared that (a) FNMA, acting in its capacity as Trustee, is holding all of the related Trust Fund (including the Mortgage Loans, or a Participation Certificate(s) evidencing specified beneficial interests therein, comprising the related Pool) in trust for the exclusive benefit of the Holders of all Certificates evidencing Fractional Undivided Interests in such Trust Fund, and (b) FNMA will issue the Certificates, will service all such Mortgage Loans and will administer all such Certificates in accordance with the terms of this Trust Indenture and the applicable Issue Supplement.

Section 3.02. Notice. An original counterpart of this Trust Indenture is filed, and an original counterpart of each Issue Supplement, along with a microfiche copy of the applicable Mortgage Loan Schedule, shall be filed, in the office of the Corporate Secretary of FNMA, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016, and shall be available for inspection by any Holder of a Certificate in the related Pool upon request and during normal business hours.

ARTICLE IV

Mortgage Loans

Section 4.01. Conveyance of Mortgage Loans. Concurrently with the execution and delivery of an Issue Supplement, FNMA shall transfer, assign,

set over and otherwise convey to the Trustee, on behalf of Holders of Certificates evidencing Fractional Undivided Interests therein, all of FNMA's right, title and interest in and to the Mortgage Loans identified in the attached Mortgage Loan Schedule, including all payments of principal and interest thereon received after the respective date or dates on which the Issue Date Principal Balance was determined (other than payments permitted to be retained by FNMA by the terms hereof, including payments of principal and interest due on or before the Issue Date).

In connection with any such transfer (other than pursuant to a Participation Certificate) of a Mortgage Loan evidenced by a Mortgage Note not held by FNMA, FNMA shall cause to be delivered to a custodian under a Custodial Agreement the related Mortgage Note endorsed in blank by the seller thereof, together with such other related documents as shall be specified in the Custodial Agreement. In the case of Mortgage Loans evidenced by a Participation Certificate, FNMA shall denote on the face of such Participation Certificate that it has been assigned to the Trustee for the exclusive benefit of Holders of Certificates evidencing Fractional Undivided Interests in the related Trust Fund.

In the event that FNMA shall discover subsequent to the transfer and assignment of a Mortgage Loan to the Trustee that the actual principal balance of such Mortgage Loan at the date such Mortgage Loan's principal balance was calculated was different from such Mortgage Loan's Issue Date Principal Balance as specified in the Mortgage Loan Schedule, FNMA may make such adjustments as shall be necessary to bring such actual balance and stated principal balance into agreement.

Section 4.02. Representations and Warranties. In connection with any such transfer and assignment of Mortgage Loans in trust backing Certificates with Issue Dates before May 1, 1984, FNMA shall be deemed to have represented and warranted to the Trustee for the benefit of Holders of Certificates (other than any Holder which originated the related Mortgage Loan or is acting Sub-Servicer of such Mortgage Loan) evidencing Fractional Undivided Interests therein that:

(i) Each Mortgage Loan is documented by appropriate FNMA/FHLMC Uniform Instruments in effect at the time of origination, FHA or VA mortgage instruments or other instruments approved by FNMA;

(ii) The Mortgaged Property securing each Mortgage Loan is improved with a one- to four-family dwelling unit (including units in a condominium project, a planned unit development or a *de minimis* planned unit development);

(iii) Each Mortgage Loan at the time it was made complied in all material respects with applicable state and federal laws, including usury, equal opportunity and disclosure laws;

(iv) Each Mortgage Loan conforms, and all such Mortgage Loans in the aggregate conform, to the applicable description thereof set forth in the Prospectus;

(v) Each Mortgage Loan at the time it was made had an original term not exceeding thirty years and each Mortgage Loan bears interest at a constant annual rate and, except for any GEM, provides for payment of equal monthly installments;

(vi) The information set forth in the Mortgage Loan Schedule was true and correct in all material respects at the date or dates respecting which such information was furnished;

(vii) Immediately prior to the transfer of each Mortgage Loan other than pursuant to a Participation Certificate, FNMA had good and indefeasible title to such Mortgage Loan and, immediately upon the assignment thereof, the Trustee will have good and indefeasible title to such Mortgage Loan;

(viii) The original Mortgage was recorded and, in the case of any Mortgage Note delivered to a custodian, an assignment in recordable form of the related Mortgage to FNMA was delivered to the custodian;

(ix) Each Mortgage and Mortgage Note is the legal, valid and binding obligation of the maker thereof and is enforceable in accordance with its terms, except only as such enforcement may be limited by laws affecting the enforcement of creditors' rights generally;

(x) Each Mortgage Loan is secured by a first and paramount lien on the Mortgaged Property, subject only to (1) the liens of current real property taxes and assessments, and (2) covenants, conditions and restrictions, rights of way, easements and other matters of public record which are customarily acceptable to mortgage lending institutions

generally or to which like properties are commonly subject and which do not materially affect the value or marketability of the Mortgaged Property;

(xi) No Mortgage Loan is delinquent on the Issue Date to the extent of more than the monthly installment of principal and interest due after the first day of the month prior to the month of the Issue Date; and

(xii) Each Mortgage Loan identified in the Mortgage Loan Schedule as being insured by the FHA or guaranteed by the VA is so insured or guaranteed on the Issue Date by a valid and subsisting policy or guaranty in full force and effect on such date.

It is understood and agreed that the representations and warranties set forth in this Section 4.02 or any additional representations and warranties set forth in the related Issue Supplement shall survive assignment of the respective Mortgage Loans to the Trustee. Upon discovery by FNMA of a material breach of the representation and warranty set forth in (iv) above or a breach of any other representation and warranty which materially and adversely affects the interests of Certificateholders in the related Mortgage Loan (disregarding, for the purpose of any such determination, the obligation of FNMA to supplement Pool Proceeds), FNMA shall, within 60 days of such discovery, either cure such breach in all material respects or shall withdraw such Mortgage Loan from the Trust Fund, whereupon such Mortgage Loan shall be deemed to be a Fully Prepaid Mortgage Loan for all purposes hereof. It is understood and agreed that the obligation of FNMA to treat any such Mortgage Loan as a Fully Prepaid Mortgage Loan shall constitute the sole remedy respecting such breach available to Certificateholders or the Trustee on behalf of Certificateholders.

The foregoing notwithstanding, in the event that FNMA shall be obligated to treat a Mortgage Loan as a Fully Prepaid Mortgage Loan pursuant to the preceding paragraph, it may, at its option and in lieu thereof, substitute an additional mortgage loan for such Mortgage Loan so long as any such substitution takes place within 120 days of the original issuance of Certificates evidencing Fractional Undivided Interests in the related Pool. Any Substitute Mortgage Loan shall (i) have an Issue Date Principal Balance which is not greater than the Stated Principal Balance of the Replaced Defective Mortgage Loan (the amount of any difference being

deemed to be a Curtailment as hereinbefore provided), (ii) have a Mortgage Interest Rate which is at least .50% (or such lesser percentage as shall be set forth in the related Issue Supplement) in excess of the applicable Pass-Through Rate, (iii) have a final maturity not later than the final maturity of any Mortgage Loan in the Pool and not earlier than two years prior to the final maturity of the related Replaced Defective Mortgage Loan, (iv) be secured by Mortgaged Property located in the same state as the Mortgaged Property securing the Replaced Defective Mortgage Loan, such Mortgaged Property being of the same type as the Mortgaged Property securing such Replaced Defective Mortgage Loan (such as single-family detached home, unit in a condominium project, unit in a planned unit development, etc.), (v) be a GEM if the Replaced Defective Mortgage Loan was a GEM and provide for a similar percentage and frequency of adjustment effective on similar dates as the Replaced Defective Mortgage Loan, (vi) be insured by the FHA if the Replaced Defective Mortgage Loan was insured by the FHA and (vii) be guaranteed by the VA if the Replaced Defective Mortgage Loan was guaranteed by the VA, any such guaranty having a percentage coverage of the unpaid principal balance which is not less than the corresponding coverage of the unpaid principal balance of the Replaced Defective Mortgage Loan. In connection with any such substitution, FNMA shall amend the Mortgage Loan Schedule to reflect the withdrawal of the Replaced Defective Mortgage Loan and the assignment to FNMA, in its capacity as Trustee, of the Substitute Mortgage Loan and, upon such amendment, shall be deemed to have made as to such Substitute Mortgage Loan the representations and warranties set forth in Section 4.02 hereof (other than the representation and warranty set forth in subclause (iv) and except that all representations and warranties made as of the Issue Date shall be deemed made as of the first day of the month of any such substitution). If FNMA's interest in a Replaced Defective Mortgage Loan is evidenced by a Participation Certificate, the assignment to FNMA of the Substitute Mortgage Loan may be evidenced by a Participation Certificate.

ARTICLE V

Servicing of Mortgage Loans

Section 5.01. General. FNMA shall service the Mortgage Loans comprising each Pool, and shall have full power and authority to do or cause

to be done any and all things in connection therewith as it may deem necessary or appropriate in its sole discretion, in its own name and right, and without disclosure of the existence or terms of this Trust Indenture or the applicable Issue Supplement; provided, however, that FNMA shall have no authority to sell or hypothecate, or, subject to Section 4.02 and Section 5.03, make any substitution for, any Mortgage Loan.

FNMA in its discretion shall foreclose upon or otherwise comparably convert the ownership of the Mortgaged Property securing any Mortgage Loan as to which a default occurs. Subject to Section 5.02 and to the extent consistent with then-current policies of FNMA respecting comparable mortgage loans held in its own portfolio, FNMA in its discretion may enforce or waive enforcement of any of the terms of any Mortgage Loan or enter into an agreement for the modification of any of the terms of any Mortgage Loan (other than a reduction in the Mortgage Interest Rate or an extension of the final maturity), or take any action or refrain from taking any action in servicing any Mortgage Loan. In such connection, FNMA may waive any prepayment charge, assumption fee or late payment charge or may exercise or refrain from exercising any "call option rider"; provided, however, that any decision to exercise or refrain from exercising any "call option rider" shall be consistent with then-current policies or practices employed by FNMA respecting comparable mortgage loans held in its own portfolio and shall be without consideration of the ownership status of the related Mortgage Loan.

If any Mortgage Loan is insured by the FHA pursuant to the National Housing Act or guaranteed by the VA under the Servicemen's Readjustment Act of 1944 (collectively, the "Acts"), FNMA shall cause such insurance or guaranty to be maintained and shall comply with the Acts and regulations thereunder, including the giving of all notices required to be sent to the FHA or the VA, to assure that the full benefit of the contract of insurance or guaranty will inure to the benefit of the Certificateholders.

FNMA in its discretion may conduct such servicing through the facilities of agents or independent contractors but shall not thereby be released from any of its duties or responsibilities hereunder or under the applicable Issue Supplement.

Any Servicing Contract and any other transactions or services relating to the Mortgage Loans involving a Sub-Servicer shall be deemed to be

between the Sub-Servicer and FNMA alone and the Trustee and Certificateholders shall not be deemed parties thereto and shall have no claims, rights, obligations, duties or liabilities with respect to any Sub-Servicer.

Section 5.02. Transfers of Mortgaged Property. In connection with the transfer, or prospective transfer, of title to a Mortgaged Property, FNMA shall, unless it shall elect to withdraw such Mortgage Loan pursuant to Section 5.03, accelerate the maturity of the related Mortgage Loan where such Mortgage Loan contains a "due-on-sale" clause permitting acceleration under such a circumstance; provided, however, that FNMA shall not be required to accelerate the maturity of the Mortgage Loan pursuant to the "due-on-sale" clause or to withdraw such Mortgage Loan pursuant to Section 5.03 if FNMA is restricted by law from accelerating such Mortgage Loan, for any reason whatever. In the event that, for any reason, FNMA cannot accelerate the maturity of a Mortgage Loan upon the transfer, or prospective transfer, of title to the underlying Mortgaged Property, FNMA may enter into a transaction by which the obligor is released from liability on the related Mortgage Loan and the transferee assumes such liability; provided, however, that no such transaction shall (i) be entered into which would not have been entered into had the Mortgage Loan been held in FNMA's own portfolio or (ii) provide for reduction of the Mortgage Interest Rate.

Section 5.03. Optional Withdrawal of Delinquent Mortgage Loans, Mortgaged Property or Withdrawable Mortgage Loans; Substitution or Repurchase of Defective Mortgage Loans. FNMA shall have the right and option, without obligation and in its discretion, to withdraw from the related Pool, upon appropriate entry in the Accounting Records, any Mortgage Loan at any time after such Mortgage Loan becomes delinquent, in whole or in part, as to four consecutive monthly installments of principal and interest. FNMA shall likewise have the right and option, without obligation and in its discretion, to withdraw from the related Pool, upon appropriate entry in the Accounting Records, any Withdrawable Mortgage Loan and any and all Mortgaged Property received in connection with the foreclosure or comparable conversion of any Mortgage Loan. Any such withdrawn Mortgage Loan or any Mortgage Loan secured by any such withdrawn Mortgaged Property shall be deemed to be a Fully Prepaid Mortgage Loan.

In connection with Mortgage Loans backing Certificates with Issue Dates on and after May 1, 1984, FNMA may, in the case of a material breach of warranty by a seller of any such Mortgage Loan or a material defect in documentation, (i) withdraw such Mortgage Loan from the Trust Fund, whereupon such Mortgage Loan shall be deemed to be a Fully Prepaid Mortgage Loan for all purposes hereof or (ii) in case the Mortgaged Property securing such Mortgage Loan consists of less than five dwelling units, substitute an additional Mortgage Loan for such Mortgage Loan as long as any such substitution takes place within two years of the original issuance of Certificates evidencing Fractional Undivided Interests in the related Pool. Any Substitute Mortgage Loan shall (i) have an Issue Date Principal Balance which is not greater than the Stated Principal Balance of the Replaced Defective Mortgage Loan (the amount of any difference being deemed to be a Curtailment as hereinbefore provided), (ii) have a Mortgage Interest Rate which is at least .50% in excess of the Pass-Through Rate, (iii) have a final maturity not later than the final maturity of any Mortgage Loan in the Pool and not earlier than two years prior to the final maturity of the related Replaced Defective Mortgage Loan, (iv) be a GEM if the Replaced Defective Mortgage Loan was a GEM and provide for a similar percentage and frequency of adjustment effective on similar dates as the Replaced Defective Mortgage Loan, and (v) be an FHA/VA Mortgage Loan if the Replaced Defective Mortgage Loan was an FHA/VA Mortgage Loan. In connection with any such substitution, FNMA shall amend the Mortgage Loan Schedule to reflect the withdrawal of the Replaced Defective Mortgage Loan and the assignment to FNMA, in its capacity as Trustee, of the Substitute Mortgage Loan. If FNMA's interest in a Replaced Defective Mortgage Loan is evidenced by a Participation Certificate, the assignment to FNMA of the Substitute Mortgage Loan may be evidenced by a Participation Certificate.

Section 5.04. Accounting Records. FNMA shall establish and maintain, as to each Pool, Accounting Records in which Pool Proceeds and distributions to Certificateholders shall be recorded and in which a record of Fully Prepaid Mortgage Loans and Curtailments shall be kept.

At any particular time the aggregate of the amount of Pool Proceeds entered in the Accounting Records (as reduced by any distributions made in respect of and from such Pool Proceeds) shall be considered to be held by FNMA for Certificateholders, it being understood, however, that FNMA

shall have no liability to Certificateholders for the payment of interest on any such amounts so held by it for their account and that, so long as an Event of Default shall not have occurred and be continuing, FNMA's obligation to remit any such amounts to Certificateholders shall be through monthly distributions in amounts computed in accordance with this Trust Indenture and any Issue Supplement.

Section 5.05. Maintenance of Hazard Insurance and Flood Insurance. FNMA shall cause to be maintained for each Mortgage Loan fire insurance with extended coverage. Where the property securing a Mortgage Loan is located in a designated flood area, FNMA shall cause to be maintained flood insurance in those areas where flood insurance has been made available (and to the extent such insurance is available) under the National Flood Insurance Act of 1968, as amended. Such fire insurance with extended coverage and flood insurance shall be maintained at least to the extent required by the related Servicing Contract. The foregoing is qualified to the extent that, if a Mortgage Loan is an FHA/VA Mortgage Loan, FNMA is obligated only to cause to be maintained such hazard and flood insurance as shall be required by the applicable contract of insurance or guaranty.

Section 5.06. Servicing Compensation; Payment of Certain Expenses by FNMA. As compensation for its activities and obligations hereunder, FNMA shall be entitled to retain the amounts received on account of the Mortgage Loans which are not considered to be Pool Proceeds pursuant to (ii) and (iii) of the definition thereof hereinbefore set forth. FNMA shall pay all expenses incurred by it hereunder in connection with its servicing activities and shall not be entitled to reimbursement therefor out of Pool Proceeds.

Additional servicing compensation in the form of prepayment charges, assumption fees, late payment charges or otherwise shall be retained by FNMA.

Section 5.07. Annual Statement as to Compliance. FNMA shall, as to each Pool backing Certificates with Issue Dates before May 1, 1984 (except that any Officer's Certificate hereinafter provided for in this Section 5.07 may, to the extent it so specifies, cover more than one Pool), deliver to the Trustee and file with the Office of the Corporate Secretary, on or before March 31 of each year beginning with the year which is at least six months

subsequent to the related Issue Date, an Officer's Certificate stating (i) that a review of the activities of FNMA during the preceding calendar year and of performance under this Trust Indenture and the related Issue Supplement has been made under such officer's supervision, and (ii) that, to the best of such officer's knowledge based on such review, FNMA has fulfilled all its obligations throughout such year under this Trust Indenture and the related Issue Supplement, unless there shall have been a default as to any such obligations, in which case the certificate shall specify each default known to such officer and the nature and status thereof. In the event any such Officer's Certificate shall specify any such default that has a material and adverse effect on Certificateholders, Holders of Certificates in the related Pool shall be promptly informed of such default.

ARTICLE VI

Distributions to Certificateholders

Section 6.01. Distributions. On each Distribution Date FNMA or the Paying Agent shall distribute to each Certificateholder of record on the preceding Record Date (other than as provided in Section 10.01 respecting the final distribution), by mail to each Holder of a Definitive Certificate at the address of such Holder appearing in the Certificate Register and in Federal Funds to each Holder of a Book-Entry Certificate, such Certificateholder's pro rata share (based on the aggregate Fractional Undivided Interest represented by Certificates held by such Holder) of all amounts which represent payments of the nature required to be distributed on such Distribution Date pursuant to the third paragraph of the form of Definitive Certificate set forth as Exhibit A hereto; provided, however, that FNMA may, in calculating such amount to be distributed on any Distribution Date, make such adjustment in the distribution of unscheduled principal only as shall be necessary to correct prior errors.

Section 6.02. Statements to Certificateholders. With or prior to each distribution, FNMA shall forward, with respect to the Certificate(s) representing a Fractional Undivided Interest(s) in a Pool, to the Certificateholder holding the same, a statement setting forth:

(i) the amount due on such Certificate(s) on the related Distribution Date on account of total scheduled and unscheduled principal;

(ii) the amount due on such Certificate(s) on the related Distribution Date on account of interest;

(iii) the total of the cash distribution on such Certificate(s) on the related Distribution Date; and

(iv) in the case of a Definitive Certificate, the Certificate Principal Balance(s) of such Certificate(s) on the related Distribution Date after giving effect to the distribution made on such date.

Within a reasonable period of time after the end of each calendar year, FNMA shall furnish to each Person who at any time during the calendar year was a Certificateholder a statement containing the information set forth in subclauses (i)—(ii) above, aggregated for such calendar year or applicable portion thereof during which such Person was a Certificateholder. Such obligation of FNMA shall be deemed to have been satisfied to the extent that substantially comparable information shall be provided or made available by FNMA pursuant to any requirements imposed under the Internal Revenue Code of 1986 and interpretations thereof as from time to time in force.

ARTICLE VII

The Certificates

Section 7.01. The Certificates. The Certificates shall be executed as provided in Section 2.02. The Definitive Certificates shall be issued in denominations initially evidencing a Certificate Principal Balance which is not less than $25,000, and in integral multiples of $5,000 in excess of $25,000, with the exception of one odd denomination that may be issued for each Pool. No Definitive Certificate shall be entitled to any benefit under this Trust Indenture or the related Issue Supplement, or be valid for any purpose, unless there appears on such Definitive Certificate a certificate of authentication, substantially in the form provided for herein, executed by the Certificate Registrar by manual signature, and such certificate upon any Definitive Certificate shall be conclusive evidence, and the only evidence, that such Definitive Certificate has been duly authenticated and delivered hereunder. All Definitive Certificates shall be dated the date of their authentication.

Section 7.02. Registration of Transfer and Exchange of Definitive Certificates. FNMA shall cause to be kept at the office or agency to be

maintained by it in accordance with the provisions of Section 7.08 a Certificate Register in which, subject to such reasonable regulations as it may prescribe, FNMA shall provide for the registration of Definitive Certificates and of transfers and exchanges of Definitive Certificates as herein provided. FNMA hereby appoints the Federal Reserve Bank of New York as Certificate Registrar for the purpose of registering Definitive Certificates and transfers and exchanges of Definitive Certificates as herein provided.

Upon surrender for registration of transfer of any Definitive Certificate at any office or agency of FNMA maintained for such purpose pursuant to Section 7.08, FNMA shall execute, and the Certificate Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Definitive Certificates evidencing a like aggregate Fractional Undivided Interest in the identical Pool.

At the option of the Holders of Definitive Certificates, Definitive Certificates may be exchanged for other Definitive Certificates of authorized denominations of a like aggregate Fractional Undivided Interest in the identical Pool, upon surrender of the Definitive Certificates to be exchanged at any such office or agency. Whenever any Definitive Certificates are so surrendered for exchange FNMA shall execute, and the Certificate Registrar shall authenticate and deliver, the Definitive Certificates which the Certificateholder making the exchange is entitled to receive. Every Definitive Certificate presented or surrendered for registration of transfer or exchange shall (if so required by FNMA or the Trustee) be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to FNMA and the Certificate Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing.

A service charge in an amount determined by FNMA (such amount being based on a service charge schedule on file in the Corporate Trust Office and in the office of the Corporate Secretary of FNMA) shall be made for any registration of transfer or exchange of Definitive Certificates and FNMA may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any registration of transfer or exchange of Definitive Certificates.

Section 7.03. Mutilated, Destroyed, Lost or Stolen Definitive Certificates. If (i) any mutilated Definitive Certificate is surrendered to FNMA or

the Certificate Registrar, or (ii) FNMA receives evidence to its satisfaction of the destruction, loss or theft of any Definitive Certificate, and there is delivered to FNMA such security or indemnity as may be required by it to save it harmless, then, in the absence of notice to FNMA that such Definitive Certificate has been acquired by a bona fide purchaser, FNMA shall execute and the Certificate Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Definitive Certificate, a new Definitive Certificate of like tenor and Fractional Undivided Interest in the identical Pool. Upon the issuance of any new Definitive Certificate under this Section, FNMA may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Certificate Registrar) connected therewith. Any duplicate Definitive Certificate issued pursuant to this Section shall constitute complete and indefeasible evidence of ownership in the related Trust Fund, as if originally issued, whether or not the lost, stolen or destroyed Definitive Certificate shall be found at any time.

Section 7.04. Persons Deemed Owners. Prior to due presentation of a Definitive Certificate for registration of transfer, FNMA, the Trustee, the Certificate Registrar and any agent of FNMA or the Trustee may treat the Person in whose name any Definitive Certificate is registered as the owner of such Definitive Certificate for the purpose of receiving distributions pursuant to Section 6.01 and for all other purposes whatsoever, and neither FNMA nor the Trustee, the Certificate Registrar or any agent of FNMA or the Trustee shall be affected by notice to the contrary.

Section 7.05. Appointment of Paying Agent. FNMA may appoint a Paying Agent for the purpose of making distributions to Holders of Definitive Certificates pursuant to Section 6.01. In the event of any such appointment, no later than each Distribution Date FNMA shall deposit with the Paying Agent a sum sufficient to make the payments to such Holders in the amounts and in the manner provided for in Section 6.01, such sum to be held in trust for their benefit.

Section 7.06. Book-Entry Certificates. Book-Entry Certificates may be transferred or pledged in accordance with and subject to regulations governing FNMA's use of the book-entry system (as the same shall be in effect at the time of any such transfer or pledge), Federal Reserve Bank of

New York Operating Circulars 21 and 21A, and procedures that are followed generally for book-entry securities.

Section 7.07. FNMA as Certificateholder. FNMA shall have the right to purchase and hold for its own account any Certificate issued pursuant to the terms of this Trust Indenture and any Issue Supplement, notwithstanding the rights and duties conferred and imposed upon FNMA by this Trust Indenture and any such applicable Issue Supplement.

Section 7.08. Maintenance of Office or Agency. FNMA shall maintain at its expense an office or agency where Definitive Certificates may be surrendered for registration of transfer or exchange and where notices and demands to or upon FNMA in respect of the Definitive Certificates and this Trust Indenture or any Issue Supplement may be served. FNMA hereby appoints the Federal Reserve Bank of New York as its office for said purposes. FNMA will give prompt written notice to Holders of Definitive Certificates of any change in the location of any such office or agency.

ARTICLE VIII

Limitation of Liability

Section 8.01. General Limitation. FNMA shall be liable under the terms of the Certificates, this Trust Indenture and any related Issue Supplement only to the extent of faithful performance of the duties and responsibilities imposed by the terms of the Certificates, this Trust Indenture and any such related Issue Supplement.

Section 8.02. Measure of Liability. Neither FNMA nor any of the directors, officers, employees or agents of FNMA shall be under any liability for any action taken or for refraining from the taking of any action in good faith pursuant to the terms of this Trust Indenture and any related Issue Supplement, or for errors in judgment; provided, however, that this provision shall not protect FNMA or any such person against any liability for action or inaction by reason of willful misfeasance, bad faith or gross negligence, or by reason of willful disregard of obligations and duties.

FNMA shall have no obligation to appear in, prosecute or defend any legal action which is not incidental to its duties under this Trust Indenture and any related Issue Supplement and which in its opinion may involve it in

expense or liability; provided, however, that FNMA in its discretion may undertake any such legal action which it may deem necessary or desirable in the interests of Certificateholders.

In the event that FNMA in its discretion so determines to undertake any such legal action, FNMA for its own account shall pay and defray the expense of any such action, including attorneys' fees. Such expense, and any liability to FNMA resulting from any such legal action, shall not be reimbursable to FNMA out of Pool Proceeds.

ARTICLE IX

FNMA

Section 9.01. Resignation. FNMA shall not resign from the duties imposed upon FNMA in its corporate capacity or in its capacity as Trustee by the terms of this Trust Indenture and any Issue Supplement except upon determination that the performance of such duties is not permissible under applicable law. Any such determination shall be based upon and consistent with an Opinion of Counsel. In the event that the basis of any such Opinion of Counsel shall relate to the dual nature of FNMA's activities hereunder and the conclusion of such Opinion of Counsel may be changed by FNMA's resigning in its corporate capacity or resigning in its capacity as Trustee, FNMA shall resign in its capacity as Trustee and shall continue to act hereunder in its corporate capacity. No resignation shall become effective until a successor shall have been appointed and shall have assumed all duties imposed by the terms of this Trust Indenture and any Issue Supplement; provided, however, that no successor to FNMA in its corporate capacity hereunder shall be obligated to supplement Pool Proceeds from its own funds or to incur servicing expenses which are reimbursable under usual servicing arrangements, unless reimbursement therefor is agreed to be made by FNMA or (if FNMA shall fail to provide any such reimbursement) such reimbursement can be made out of excess Pool Proceeds. FNMA, notwithstanding any such resignation, shall continue to be obligated to supplement Pool Proceeds to the extent necessary to make distributions in the amounts required by the form of Definitive Certificate hereinafter set forth and shall be obligated to reimburse any successor servicer for certain servicing expenses as above provided. In the event that FNMA shall be unable to

fulfill its continuing obligations hereunder, this Trust Indenture may be modified to provide for monthly distributions on the basis of Pool Proceeds only in a manner similar to practices and procedures followed in the servicing of whole loans for institutional investors.

In the event of any such resignation, FNMA promptly shall furnish written notice thereof to all Certificateholders, together with an explanation of the reason or reasons therefor, and at its own cost and expense shall proceed promptly to petition a court of competent jurisdiction for the appointment of a successor to assume the duties imposed by this Trust Indenture and any Issue Supplement in respect of the capacity or capacities as to which FNMA shall have resigned. FNMA shall take all such action and execute and deliver all such instruments as may be necessary and appropriate to prosecute such petition and to comply with all final orders and decrees of the court.

Section 9.02. Merger or Consolidation. Any corporation or other entity into which FNMA is merged or consolidated, or any corporation or other entity resulting from any merger, conversion or consolidation to which FNMA shall be a party, or any corporation or other entity succeeding to the business of FNMA, shall succeed to and assume all duties imposed upon FNMA in its corporate capacity and in its capacity as Trustee by the terms of this Trust Indenture and all Issue Supplements, without the filing of any instrument or the performance of any further act by FNMA or any Certificateholder. FNMA promptly shall furnish written notice of such succession to all Certificateholders.

Section 9.03. Succession Upon Default. With respect to any Pool, each of the following events shall constitute an Event of Default by FNMA:

(i) any failure by FNMA to distribute to Certificateholders any payment required to be made under the terms of the Certificates and this Trust Indenture and the related Issue Supplement which continues unremedied for a period of fifteen days after the date upon which written notice of such failure, requiring the same to be remedied, shall have been given to FNMA by the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 5% of the related Trust Fund; or

(ii) failure on the part of FNMA duly to observe or perform in any material respect any other of the covenants or agreements on the

part of FNMA in the Certificates or in this Trust Indenture and the related Issue Supplement which continues unremedied for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to FNMA by the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the related Trust Fund; or

(iii) a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against FNMA and such decree or order shall have remained in force undischarged or unstayed for a period of 60 days; or

(iv) FNMA shall consent to the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings relating to FNMA or to all or substantially all of its property; or

(v) FNMA shall admit in writing its inability to pay its debts generally as they become due, file a petition to invoke any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.

With respect to any Pool, upon the occurrence of an Event of Default, and so long as such Event of Default shall not have been remedied, the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the related Trust Fund may (a) terminate all obligations and duties imposed upon FNMA in its corporate capacity (other than its continuing obligations as set forth in the first paragraph of Section 9.01) and in its capacity as Trustee under this Trust Indenture and the related Issue Supplement, and (b) name and appoint a successor or successors (in case such Certificateholders shall appoint a separate Person to act as Trustee) to succeed to and assume all of such obligations and duties. Such actions shall be effected by notice in writing to FNMA and shall become effective upon receipt of such notice by FNMA and the acceptance of such appointment by such successor or successors.

On and after the receipt by FNMA of such written notice and the acceptance by the successor or successors to FNMA, all obligations (other

than its continuing obligations as set forth in the first paragraph of Section 9.01) and duties imposed upon FNMA in its corporate capacity and in its capacity as Trustee under this Trust Indenture and the related Issue Supplement shall pass to and vest in the successor or successors named in the notice, and such successor or successors shall be authorized, and hereby are authorized, to take all such action and execute and deliver all such instruments and documents on behalf of FNMA, as attorney in fact or otherwise, as may be necessary and appropriate to effect the purposes of such written notice, including, without limitation, the transfer of legal title in and to the Mortgage Loans, or the transfer of legal title to the Participation Certificate(s), comprising the related Pool and all proceeds and avails thereof then held by FNMA.

ARTICLE X

Termination

Section 10.01. Termination Upon Repurchase by FNMA or Liquidation of All Mortgage Loans. The respective obligations and responsibilities of FNMA in its corporate capacity and in its capacity as Trustee created hereby (other than the obligation of FNMA to make payments to Holders of Definitive Certificates as set forth above) and by the related Issue Supplement shall terminate upon (i) the repurchase by FNMA of all Mortgage Loans and all Mortgaged Property acquired in respect of any Mortgage Loan remaining in the related Trust Fund at a price equal to 100% of the Stated Principal Balance of each Mortgage Loan and 100% of the Stated Principal Balance of each Mortgage Loan respecting which any such Mortgaged Property was acquired (the Stated Principal Balance, in each case, being the Stated Principal Balance at the Distribution Date next preceding the Distribution Date on which proceeds of repurchase are distributed) plus one month's interest thereon at the Pass-Through Rate applicable to the related Pool, or (ii) the later of the final payment or other liquidation (or any FNMA supplemental payment with respect thereto) of the last Mortgage Loan remaining in the related Trust Fund and the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure in respect of any Mortgage Loan; provided, however, that in no event shall the trust created hereby continue beyond the expiration of 21 years from the death of the survivor of the following persons:

Name	Date of Birth	Parents and Present Address
Jonathan Paul Yeager	7/2/81	Winham E. and Cynthia S. Yeager 2774 Doaks Run Court Tucker, GA 30084
Jonathan Manton Krall	5/12/81	Paul R. and Lynn K. Krall 9664 Brassie Way Gaithersburg, MD 20879
Richard Sebastian Dyas	4/6/81	Richard W. and Norma Dyas 6104 Vernon Terrace Alexandria, VA 22307
Montana Taylor Donini	10/3/79	James and Janet Donini 212 West Street Leavenworth, WA 98826
Elizabeth Jean Hogan	5/9/78	William and Elizabeth Hogan 3324 38th Street, N.W. Washington, DC 20016

The right of FNMA to repurchase all Mortgage Loans pursuant to (i) above shall be conditioned upon the Pool Principal Balance at the time of repurchase being less than 10% of the initial Pool Principal Balance.

Notice of any termination shall be given promptly by FNMA to Holders of Definitive Certificates by letter mailed not earlier than the fifteenth and not later than the twenty-fifth day of the month preceding the month of the final distribution, unless notice cannot be given within this time frame because of unscheduled principal prepayments in which case notice shall be given as promptly as practicable after FNMA determines that such final payment is required to be made (such notice to be given in such manner as shall reasonably assure its prompt receipt) and in no event later than the fifth Business Day of the month of the final distribution. The letter of notice shall specify (i) the Distribution Date upon which final payment of the Definitive Certificates will be made upon presentation and surrender of the Definitive Certificates at the office of FNMA therein designated, (ii) the amount of any such final payment (which final payment shall, in the case of a repurchase pursuant to (i) above, be in the amount of the repurchase price calculated pursuant thereto and shall not include any proceeds of Mortgage Loans otherwise distributable on such Distribution Date), and (iii) that the Record Date otherwise applicable to such Distribution Date is not applicable, payments being made only upon presentation and surrender of the Definitive Certificates at the office of FNMA therein specified.

In the event that any Holder of Definitive Certificates shall not have surrendered its Definitive Certificates for cancellation within six months after the time specified in the above-mentioned written notice, FNMA shall give a second written notice to such remaining Holder of Definitive Certificates to surrender its Definitive Certificates for cancellation and receive the final distribution with respect thereto. If, within one year after the second notice, any Definitive Certificate shall remain outstanding, FNMA may take appropriate steps, or may appoint an agent to take appropriate steps, to contact the Holder of such Definitive Certificate concerning its surrender, and the cost thereof shall be paid out of the funds and other assets which remain subject hereto.

ARTICLE XI

Supplemental Indentures

Section 11.01. Permissible Without Action by Certificateholders. FNMA, from time to time and at any time, may, without the consent of or notice (other than in the case of any instrument supplemental thereto pursuant to clause (ii) below) to any Certificateholder, enter into an indenture or other instrument supplemental hereto and which thereafter shall form a part hereof, for any one or more of the following purposes:

(i) to add to the covenants of FNMA, whether applicable to one or more issues of Certificates;

(ii) to evidence the succession pursuant to Article IX of another Person or Persons to FNMA and the assumption by such successor or successors of the obligations of FNMA hereunder in its corporate capacity or in its capacity as Trustee or in both such capacities;

(iii) to eliminate any right reserved to or conferred upon FNMA in its corporate capacity;

(iv) to take such action to cure any ambiguity or correct or supplement any provision in this Trust Indenture or in any Issue Supplement as FNMA may deem necessary or desirable, provided such action shall not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of such instrument supplemental thereto; or

(v) to modify this Trust Indenture under the circumstances and for the purposes set forth in the final sentence of the first paragraph of Section 9.01.

Section 11.02. Waivers and Supplemental Indentures with Consent of Holders. With the consent of the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 66% of the related Trust Fund (i) compliance by FNMA with any of the terms of this Trust Indenture or the related Issue Supplement may be waived or (ii) FNMA, in its corporate capacity and in its capacity as Trustee, may enter into any Supplemental Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Trust Indenture or the related Issue Supplement or of modifying in any manner the rights of the Holders of the Certificates issued under this Trust Indenture and the related Issue Supplement; provided that no such waiver or Supplemental Indenture shall:

(a) without the consent of all Certificateholders affected thereby reduce in any manner the amount of, or delay the timing of, payments received on Mortgage Loans which are required to be distributed on any Certificate; or

(b) without the consent of all Certificateholders (i) terminate or modify the obligations of FNMA to supplement Pool Proceeds to the extent necessary to make distributions in the amounts required by the form of Certificate hereinafter set forth or (ii) reduce the aforesaid percentages of Certificates, the Holders of which are required to consent to any waiver or any Supplemental Indenture.

It shall not be necessary for Certificateholders to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such Certificateholders shall approve the substance thereof.

Promptly after the execution of any Supplemental Indenture pursuant to this Section, FNMA shall give written notice thereof to Certificateholders. Any failure of FNMA to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

ARTICLE XII

Miscellaneous

Section 12.01. Certificateholders. The death or incapacity of any Certificateholder shall not operate to terminate this Trust Indenture or any

Issue Supplement, nor entitle such Certificateholder's legal representative or heirs to claim an accounting or to take any action or proceeding in any court for a partition or winding up of the affairs of the related Pool, nor otherwise affect the rights, duties and obligations of any of the parties to this Trust Indenture or any such Issue Supplement.

No Certificateholder shall have any right to control or to participate in the control and administration of any Pool or the related Trust Fund, nor shall any of the terms of this Trust Indenture or any such Issue Supplement be construed to constitute the Certificateholders and FNMA as partners or members of an association, nor shall any Certificateholder have any duty or liability to any third person by reason of any action taken by the parties to this Trust Indenture or any such Issue Supplement pursuant to the provisions hereof and thereof.

No Certificateholder shall have any right by virtue of any provision of this Trust Indenture or any Issue Supplement to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Trust Indenture or any Issue Supplement unless an Event of Default shall have occurred and be continuing in respect of the related Trust Indenture and Issue Supplement. It is understood and intended, and is expressly covenanted by each Certificateholder with every other Certificateholder and the Trustee, that no one or more Holders of Certificates shall have any right in any manner whatever by virtue of any provision of this Trust Indenture or any Issue Supplement to affect, disturb or prejudice the rights of the Holders of any other of such Certificates, or to obtain or seek to obtain priority over or preference to any other such Holder, or to enforce any right under this Trust Indenture or any Issue Supplement, except in the manner herein provided and for the equal, ratable and common benefit of all Certificateholders. For the protection and enforcement of the provisions of this Section, each and every Certificateholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Section 12.02. Access to List of Certificateholders. With respect to each Pool, in the event that Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 5% of the related Trust Fund shall notify FNMA in writing that they desire to communicate with other Certificateholders, accompanied by a copy of the proposed communication, then, within five business days after receipt of such notification, FNMA shall

afford access to such Certificateholders during normal business hours of the most recent list of Holders of Certificates evidencing Fractional Undivided Interests in such Pool; provided, however, that FNMA shall not be held accountable by reason of the disclosure of such information, regardless of the source from which such information was derived.

Section 12.03. Reserve Banks as Agent. For each Book-Entry Certificate, the appropriate Reserve Bank shall be considered to be acting as the agent of FNMA in providing to and conferring upon the owners of the Book-Entry Certificate, as such owners shall appear on the records of such Reserve Bank, the substantive rights and benefits which are provided for herein for Holders of Definitive Certificates. Accordingly, the substantive effect of all provisions herein providing rights and benefits to Holders of Definitive Certificates, including, without limitation, provisions relating to distributions, voting and notices, shall apply to such record owners on the books of the Reserve Bank, through the appropriate Reserve Bank acting as agent for FNMA.

Section 12.04. Governing Law. The terms of this Trust Indenture and any Issue Supplement shall be construed in accordance with the laws of the District of Columbia.

Section 12.05. Demands, Notices, Communications. All formal demands, notices and communications by and between FNMA and the Holder of any Certificate shall be in writing and delivered in person or by first class mail, postage prepaid (a) if to FNMA, to the Corporate Secretary of FNMA, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016, or to such other address as shall be set forth in a notification to Certificateholders, or (b) if to the Holder of a Definitive Certificate, to such Holder at the address shown in the Certificate Register or (c) if to the Holder of a Book-Entry Certificate, to the appropriate Reserve Bank at the address provided to FNMA by such Reserve Bank. Any notice so mailed within the time prescribed in this Trust Indenture or any Issue Supplement shall be conclusively presumed to have been duly given whether or not the Certificateholder receives such notice.

Section 12.06. Recordation. FNMA shall have the right, in its discretion and at its own cost and expense, to effect the recording of this Trust Indenture, any Supplemental Indenture and any Issue Supplement, in all appropriate public offices for real property records in any county or

comparable jurisdiction in which any Mortgaged Property is situated, and in any other appropriate public recording office or elsewhere. For the purpose of facilitating any recording or for other purposes, FNMA in its discretion may execute this Trust Indenture, any Supplemental Indenture and any Issue Supplement, in any number of counterparts, and each such counterpart shall be deemed to be an original and all such counterparts shall constitute but one and the same instrument. The cost and expense of effecting any such recording shall be borne by FNMA.

Section 12.07. Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Trust Indenture or any Issue Supplement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Trust Indenture or any Issue Supplement and shall in no way affect the validity or enforceability of the other provisions of this Trust Indenture or any Issue Supplement or of the Certificates or the rights of the Holders thereof.

IN WITNESS WHEREOF, the parties hereto hereby execute this Trust Indenture, as of the day and year first above written.

FEDERAL NATIONAL
MORTGAGE ASSOCIATION,
in its corporate capacity, and as
Trustee

[SEAL]

By_____

Attest: _____

(Form of Definitive Certificate)

EXHIBIT A

Pursuant to Trust Indenture dated November 1, 1981

FNMA

GUARANTEED MORTGAGE PASS-THROUGH CERTIFICATE

evidencing an undivided beneficial interest in a

Pool of Fixed Rate Residential
Mortgage Loans

Issued By

FEDERAL NATIONAL MORTGAGE ASSOCIATION

Issue Date _____	As of Issue Date:
Pool No. _____	Aggregate Amount of Pool _____
Pass-Through Rate _____	Certificate Principal Balance _____
Certificate No. _____	Latest Loan Maturity Date _____

Registered Holder _____

FEDERAL NATIONAL MORTGAGE ASSOCIATION, a body corporate organized and existing under the laws of the United States ("FNMA", which term includes any successor), for value received, hereby certifies that the Registered Holder identified above (the "Registered Holder" or "Holder") is the registered owner of a Fractional Undivided Interest (equal to the initial Certificate Principal Balance on the Issue Date set forth on the face hereof divided by the initial Aggregate Amount of Pool on the Issue Date set forth on the face hereof) in a pool (the "Pool") of fixed rate residential mortgage loans (the "Mortgage Loans") described in the Mortgage Loan Schedule attached to the Issue Supplement (the "Issue Supplement") to the Trust Indenture referred to above (the "Trust Indenture") executed by FNMA acting in its corporate capacity and in its capacity as Trustee. Such Issue Supplement identifies and establishes the Pool pursuant to the terms and provisions of the Trust Indenture. This Mortgage Pass-Through Certificate is issued under and is subject to the terms, provisions and conditions of the Trust Indenture and Issue Supple-

ment, to which Trust Indenture and Issue Supplement the Holder of this Mortgage Pass-Through Certificate by virtue of the acceptance hereof assents and by which such Holder is bound.

This Mortgage Pass-Through Certificate is one of an issue of Mortgage Pass-Through Certificates evidenced by certificates (the "Certificates"), each of which represents a Fractional Undivided Interest in (i) the Mortgage Loans; (ii) such Pool Proceeds as from time to time may be considered to be held by FNMA for Certificateholders pursuant to the Trust Indenture; (iii) Mortgaged Property which has been acquired by foreclosure or deed in lieu of foreclosure and which has not been withdrawn from the Trust Fund; and (iv) the interest of Certificateholders in the obligation of FNMA to supplement Pool Proceeds to the extent necessary to make distributions in the amounts required by the following paragraph (the Mortgage Loans, such Pool Proceeds, such Mortgaged Property and such obligation of FNMA being hereinafter collectively called the "Trust Fund").

Subject to the terms and conditions of the Trust Indenture and Issue Supplement, FNMA promises to distribute on the 25th day of each month commencing with the 25th day of the month following the month of the Issue Date or, if any such 25th day is not a Business Day, the succeeding Business Day (the "Distribution Date"), to the Registered Holder of this Certificate on the last day of the month preceding the related Distribution Date, an amount equal to the product of the Fractional Undivided Interest evidenced by this Certificate and the total of (i) Aggregate Scheduled Principal, (ii) one month's interest at the Pass-Through Rate on the Pool Principal Balance as of the preceding Distribution Date (or, in the case of the first Distribution Date, the Issue Date), (iii) the Stated Principal Balance of all Mortgage Loans which became or were deemed by FNMA to be Fully Prepaid Mortgage Loans in the second month prior to the month of distribution, and (iv) the amount of all Curtailments received or deemed to have been received in the second month prior to the month of distribution. FNMA may, at its election, include with any such distribution amounts referred to in subclauses (iii) and (iv) above which were received or deemed to have been received in the month prior to the month of distribution, any such election by FNMA respecting any Mortgage Loan or Mortgage Loans serving to discharge FNMA's obligation set forth in such

subclauses (iii) and (iv) to make a comparable distribution in respect thereof on the following Distribution Date.

Distributions on this Certificate shall be made by FNMA or its paying agent by check mailed to the address of the Certificateholder of record, as specified in the Trust Indenture. Notwithstanding the above, the final distribution on this Certificate shall be made after due notice by FNMA of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office or agency maintained for that purpose by FNMA.

Reference is hereby made to the further provisions of this Certificate set forth on the reverse of this Certificate, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Certificate Registrar, by manual or facsimile signature, this Certificate shall not be entitled to any benefit under the Trust Indenture and Issue Supplement, or be valid for any purpose.

IN WITNESS WHEREOF, FNMA has caused this Certificate to be duly executed under its official seal.

FEDERAL NATIONAL
MORTGAGE ASSOCIATION

By_____
Chairman of the Board

Dated:

(SEAL)

Attest:

_____
Secretary

(FORM OF CERTIFICATE OF AUTHENTICATION)

This is one of the Certificates referred to
in the within-mentioned Trust Indenture
and Issue Supplement

FEDERAL RESERVE BANK OF NEW YORK, Certificate Registrar

[ ]

By_____
Authorized Officer

The Trust Indenture permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of FNMA and the rights of the Certificateholders under the Trust Indenture and the Issue Supplement at any time by FNMA with the consent of the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 66% of the Trust Fund. Any such consent by the Holder of this Certificate shall be conclusive and binding on such Holder and upon all future Holders of this Certificate and of any Certificate issued in exchange herefor or in lieu hereof whether or not notation of such consent is made upon this Certificate. The Trust Indenture also permits the amendment thereof or the amendment of the Issue Supplement, in certain limited circumstances, without the consent of the Holders of any of the Certificates.

The Certificates are issuable only as registered Certificates without coupons. As provided in the Trust Indenture and subject to certain limitations therein set forth, the transfer of this Certificate is registrable in the Certificate Register of FNMA upon surrender of this Certificate for registration of transfer at the office or agency maintained by FNMA for such purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to FNMA and the Certificate Registrar duly executed by, the Holder or such Holder's attorney duly authorized in writing, and thereupon (unless FNMA has established a book-entry method for the transfer of the Holder's Fractional Undivided Interest) one or more new Certificates of authorized denominations and for the same aggregate Fractional Undivided Interest will be issued to the designated transferee or transferees.

As provided in the Trust Indenture and subject to certain limitations therein set forth, Certificates are exchangeable for new Certificates (unless FNMA has established a book-entry method for the transfer of the Holder's Fractional Undivided Interest) evidencing a like aggregate Fractional Undivided Interest, as requested by the Holder surrendering the same. A service charge in an amount determined by FNMA shall be imposed for any registration of transfer or exchange of this Certificate and FNMA may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

FNMA and any agent of FNMA may treat the Person in whose name this Certificate is registered as the owner hereof for all purposes, and neither FNMA nor any such agent shall be affected by notice to the contrary.

The obligations created by the Trust Indenture and the Issue Supplement and the Trust Fund created thereby shall terminate upon (i) the later of the maturity and other liquidation of the last Mortgage Loan subject thereto and the disposition of all property acquired upon foreclosure of any Mortgage Loan, and (ii) the payment to Certificateholders of all amounts held by FNMA and required to be paid to them pursuant to the Trust Indenture and the Issue Supplement. The Trust Indenture permits, but does not require, FNMA to repurchase from the Trust Fund all Mortgage Loans at the time subject thereto and all property acquired in respect of any Mortgage Loan at a price equal to 100% of the aggregate Stated Principal Balances of such Mortgage Loans together with one month's accrued interest thereon at the Pass-Through Rate. The exercise of such right will effect early retirement of the Certificates. FNMA's right to repurchase is subject to the Pool Principal Balance of the Mortgage Loans at the time of repurchase being less than 10% of the initial Aggregate Amount of Pool on the Issue Date set forth on the face of this Certificate.

EXHIBIT B

FEDERAL NATIONAL MORTGAGE ASSOCIATION
(Fixed Rate Residential Mortgage Loans)

ISSUE SUPPLEMENT
TO
TRUST INDENTURE
DATED November 1, 1981
As Amended

Pool Number	Pool Principal Balance on the Issue Date
_____	$_____
Pass-Through Rate	**Issue Date**
_____%	_____, 19____

THIS ISSUE SUPPLEMENT accompanies and supplements a certain Trust Indenture, dated as of November 1, 1981, as modified and amended by a First Supplemental Indenture, a Second Supplemental Indenture, a Third Supplemental Indenture, a Fourth Supplemental Indenture, a Fifth Supplemental Indenture, a Sixth Supplemental Indenture, a Seventh Supplemental Indenture, and an Eighth Supplemental Indenture, dated as of February 15, 1982, October 1, 1982, August 1, 1983, May 1, 1984, July 1, 1984, May 1, 1985, August 1, 1986, and January 1, 1987, respectively, published by the Federal National Mortgage Association ("FNMA") and filed in the office of its Corporate Secretary at its principal office, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016. Certain words and phrases appearing herein, characterized by initial capital letters, are defined in such Trust Indenture and shall have the meanings so defined.

The collective terms of said Trust Indenture and this Issue Supplement govern the composition of the Pool identified by the Pool Number appearing above, the servicing of the Mortgage Loans comprising such Pool, the issuance and administration of Certificates related to such Pool, and all matters related thereto, and have no applicability to any other Pool.

FNMA, acting in its corporate capacity, does hereby transfer, assign, set over and otherwise convey to FNMA, acting in its capacity as Trustee for the Holders of Certificates evidencing beneficial interests in the Trust Fund established hereby, all of FNMA's right, title and interest in and to the Mortgage Loans identified in the attached Mortgage Loan Schedule, including all payments of principal and interest thereon received after the opening of business on the Issue Date (other than payments permitted to be retained by FNMA by the terms of the Trust Indenture).

FNMA, acting in its capacity as Trustee for the Holders of Certificates evidencing beneficial interests in the Trust Fund established hereby, acknowledges the transfer and assignment to it of the Mortgage Loans [or a Participation Certificate evidencing beneficial interests in the Mortgage Loans] and hereby declares that it will hold the same in trust for such Certificateholders on the terms in the Trust Indenture and in this Issue Supplement contained.

[Special provisions, if any, relating to the Trust Fund established by the Issue Supplement.]

IN WITNESS WHEREOF, the parties hereto hereby execute this Issue Supplement, as of the day and year first above written.

FEDERAL NATIONAL
MORTGAGE ASSOCIATION,
in its corporate capacity, and as
Trustee

By:_____

(Seal)

Attest:_____
Secretary

EXHIBIT C

CUSTODIAL AGREEMENT

Dated _____, 19____

To: Federal National Mortgage Association ("FNMA"), and

_____

_____
("Lender")

Re: Pool Purchase Contract No. _____
Dated _____, 19____
(Copy Attached)

THIS AGREEMENT, made as of the date appearing above by _____, a financial institution subject to supervision and regulation by the Comptroller of the Currency of the United States, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation (hereinafter called "Custodian"):

WITNESSETH:

Custodian understands that FNMA and Lender, identified above, are parties to the Pool Purchase Contract identified above which provides for the purchase by FNMA and the sale and servicing by the Lender of certain mortgage loans (hereinafter called "Mortgages").

On or before the Issue Date, Lender shall deliver to Custodian duly completed and executed copies of a Schedule of Mortgages (FNMA Form 2005), in triplicate originals, listing and describing all Mortgages purchased and sold pursuant to such Pool Purchase Contract.

Custodian further understands that on or before the Issue Date, Lender shall deliver to Custodian the following instruments with respect to each Mortgage listed on the Schedule of Mortgages:

- The original note evidencing the indebtedness, bearing endorsement in blank, without recourse, or the original bond evidencing the indebtedness, accompanied by a duly completed and executed assignment thereof in blank, without recourse;
- Duly completed and executed assignment to FNMA of the mortgage, deed of trust, or other security instrument in form suitable for recording but not recorded with respect to each Mortgage or a duly completed and executed power of attorney to FNMA to assign the Mortgages;
- The original mortgage insurance certificate with respect to each FHA Mortgage and the original VA Loan Guaranty Certificate with respect to each VA Mortgage as indicated by the listing of such Mortgage in the Schedule of Mortgages; and
- Duly completed and executed form of Security Release Certification (FNMA Form 2004) evidencing Lender's certification that no adverse security interest in and to such Mortgage is outstanding and that Lender shall convey no such interest.

NOW, THEREFORE:

In consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, Custodian agrees as follows:

1. Custodian shall review and examine the instruments, set forth above, promptly upon receipt thereof, and in the event that Custodian shall receive the instruments pertaining to all Mortgages listed in the Schedule of Mortgages, without exception, and shall determine that all such instruments conform, *prima facie*, with the specifications thereof set forth above, without exception, then Custodian (a) shall complete and execute the form of Custodian Certification appearing on the reverse side of the last page of each original Schedule of Mortgages, and (b) shall return two (2) such Schedules of Mortgages to the Lender specified herein.

2. Custodian shall hold all instruments received by it for the exclusive use and benefit of FNMA and shall make disposition thereof in accordance with instructions furnished by FNMA in writing, and not otherwise. Custodian shall segregate and maintain continuous custody

of all such instruments and shall hold such instruments in secure and fireproof facilities in accordance with customary standards for such custody, and at any reasonable time shall make all such instruments available to representatives of FNMA for examination.

Unless instructed to the contrary by FNMA, Custodian shall release any of the instruments to Lender from time to time as required for the purpose of servicing the related Mortgages. Custodian shall release any of such instruments upon receipt from the Lender of a duly completed and executed form of Request for Release of Documents (FNMA Form 2009) in triplicate originals, and shall not be responsible for disposition of any such instruments by the Lender. Custodian shall execute its acknowledgment of receipt of such form in the space provided therefor, and shall return one original to the Lender, shall forward one original to FNMA at the address specified thereon, and shall retain one original with the Mortgage file.

By execution of this Agreement, Custodian warrants that it shall hold no adverse interest, by way of security or otherwise, in any Mortgage listed in the Schedule of Mortgages, and hereby waives and releases any such interest which it may have in any such Mortgage as of the date and time of transfer and delivery of certain Mortgage Pass-Through Certificates by FNMA or its agent which evidence payment for the Mortgage listed upon the Schedule of Mortgages referred to herein.

IN WITNESS WHEREOF, Custodian has caused this agreement to be executed and delivered as of the date above stated.

Attest: _____ By: _____

_____ _____

(Title) (Title)

THIS NINTH SUPPLEMENTAL INDENTURE made, executed and published as of the 1st day of May, 2002, at Washington, D.C., by the Federal National Mortgage Association, a body corporate organized and existing under the laws of the United States, in its corporate capacity (the Federal National Mortgage Association, acting in such corporate capacity, being herein called "Fannie Mae") and in its capacity as trustee (the Federal National Mortgage Association, acting in such capacity as trustee, being herein called the "Trustee").

WITNESSETH

WHEREAS, Fannie Mae has heretofore executed and delivered to the Trustee a certain Trust Indenture, dated as of November 1, 1981, as modified and amended by a First Supplemental Indenture, dated as of February 15, 1982, a Second Supplemental Indenture, dated as of October 1, 1982, a Third Supplemental Indenture, dated as of August 1, 1983, a Fourth Supplemental Indenture, dated as of May 1, 1984, a Fifth Supplemental Indenture, dated as of July 1, 1984, a Sixth Supplemental Indenture, dated as of May 1, 1985, a Seventh Supplemental Indenture, dated as of August 1, 1986, and an Eighth Supplemental Indenture, dated as of January 1, 1987 (the "Trust Indenture"), establishing and creating a program for the issuance of Guaranteed Mortgage Pass-Through Certificates evidencing Fractional Undivided Interests in Pools containing fixed rate residential Mortgage Loans; and

WHEREAS, Section 11.01 of the Trust Indenture provides that Fannie Mae and the Trustee may enter into an indenture supplemental thereto without the consent of Certificateholders in order to supplement any provisions in the Trust Indenture as Fannie Mae may deem necessary or desirable and as shall not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of such indenture supplemental thereto; and

WHEREAS, Fannie Mae deems it desirable to supplement the Trust Indenture to make the following modifications thereto; and

WHEREAS, Fannie Mae has determined that the modifications proposed to be effected do not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of this Ninth Supplemental Indenture.

NOW, THEREFORE, Fannie Mae and the Trustee do hereby declare and establish this Ninth Supplemental Indenture to amend and modify the Trust Indenture as follows:

ARTICLE ONE

AMENDMENTS

Section 1.01. Amendments to Section 10.01 of the Trust Indenture. (a) Section 10.01 of the Trust Indenture is amended by deleting from the heading thereof the words "*Repurchase by FNMA or*" and by deleting from the first paragraph of Section 10.01 the following:

> "(i) the repurchase by FNMA of all Mortgage Loans and all Mortgaged Property acquired in respect of any Mortgage Loan remaining in the related Trust Fund at a price equal to 100% of the Stated Principal Balance of each Mortgage Loan and 100% of the Stated Principal Balance of each Mortgage Loan respecting which any such Mortgaged Property was acquired (the Stated Principal Balance, in each case, being the Stated Principal Balance at the Distribution Date next preceding the Distribution Date on which proceeds of repurchase are distributed) plus one month's interest thereon at the Pass-Through Rate applicable to the related Pool, or (ii)".

(b) Section 10.01 of the Trust Indenture is also amended by deleting the following paragraph:

> "The right of FNMA to repurchase all Mortgage Loans pursuant to (i) above shall be conditioned upon the Pool Principal Balance at the time of repurchase being less than 10% of the initial Pool Principal Balance."

(c) Section 10.01 of the Trust Indenture is also amended by deleting from the second sentence of the third paragraph thereof the following:

> "(which final payment shall, in the case of a repurchase pursuant to (i) above, be in the amount of the repurchase price calculated pursuant thereto and shall not include any proceeds of Mortgage Loans otherwise distributable on such Distribution Date)".

Section 1.02. Amendment to Exhibit A. Exhibit A to the Trust Indenture is amended by deleting from the fifth paragraph of the Form of Certificate of Authentication the following:

> "The Trust Indenture permits, but does not require, FNMA to repurchase from the Trust Fund all Mortgage Loans at the time subject thereto and all property acquired in respect of any Mortgage Loan at a price equal to 100% of the aggregate Stated Principal Balances of such Mortgage Loans together with one month's accrued interest thereon at the Pass-Through Rate. The exercise of such right will effect early retirement of the Certificates. FNMA's right to repurchase is subject to the Pool Principal Balance of the Mortgage Loans at the time of repurchase being less than 10% of the initial Aggregate Amount of Pool on the Issue Date set forth on the face of this Certificate."

Section 1.03. Amendments to Exhibit B. Exhibit B to the Trust Indenture is amended by adding a reference to the Ninth Supplemental Indenture, dated as of May 1, 2002.

ARTICLE TWO

MISCELLANEOUS PROVISIONS

For all purposes of this Ninth Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Ninth Supplemental Indenture and defined in the Trust Indenture have the meanings specified in the Trust Indenture.

This Ninth Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Trust Indenture, and shall form a part thereof, and the Trust Indenture, subject to the provisions in this Ninth Supplemental Indenture, is hereby confirmed.

This Ninth Supplemental Indenture shall be construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, the parties hereto hereby execute this Ninth Supplemental Indenture, as the day and year first above written.

FEDERAL NATIONAL MORTGAGE ASSOCIATION,
in its corporate capacity and as Trustee

[SEAL]

By: /s/Ann M. Kappler
Ann M. Kappler
Senior Vice President
and General Counsel

Attest:

Assistant Secretary

February 19, 2021

The Honorable Jeri A. Roseneau
Clerk of Court
Beaufort County Courthouse
Post Office Box 1128
Beaufort, SC 29901-1128

2021 FEB 19 PM 2:43
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

RE: Wilmington v. Field
2019-CP-07-02279

Dear Ms. Roseneau,

Enclosed please find an original of the the **(corrected)** Summons and **(corrected)** Caption Page for the filing that was **hand-delivered on Friday, February 19, 2021** for the following:

1). **(Corrected) THIRD-PARTY SUMMONS** (two pages); and
2). **(Corrected Caption) ANSWER, COUNTERCLAIMS AND THIRD-PARTY COMPLAINT** (one page)

Please replace and attach the corrected Summons and replace the replace the first page of the ANSWER with the corrected Caption page, everything else in ANSWER, COUNTERCLAIMS AND THIRD-PARTY COMPLAINT that was hand-delivered on Friday, February 19, 2021 is the same.

Due to quarantining of the mail which causes a delay in the filing, it is difficult to track the status of our filings, **please time stamp the filing as of February 19, 2021** as that was when we hand-delivered the filing to the court.

Thank you for your attention to this matter. If you have any questions, please do hesitate to contact us.

Sincerely,

Rex Field

Rex A. Field
PO Box 975
St. Helena, SC 29920
(803)-609-0410
cyberport@protonmail.com

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust

Plaintiff

vs.

Rex A. Field and Tracy L. Field

Defendants/Counter-Plaintiffs

C/A No: 2019-CP-07-02279

THIRD-PARTY SUMMONS

(JURY TRIAL DEMANDED)

Rex A. Field and Tracy L. Field

Third-Party Plaintiff

vs.

Federal National Mortgage Association (Fannie Mae)
Wilmington Savings Fund Society, FSB,
Christiana Trust Company of Delaware
DLJ Mortgage Capital Inc.,
and Unknown Defendants 1-10

Third-Party Defendants

2021 FEB 19 PM 2:43
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

TO: FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE)
WILMINGTON SAVINGS FUND SOCIETY. FSB
CHRISTIANA TRUST COMPANY OF DELAWARE
DLJ MORTGAGE CAPITAL, INC.

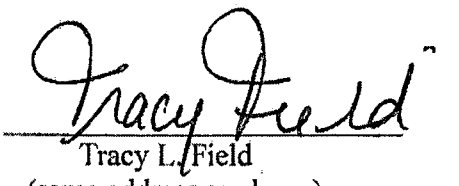
YOU ARE HEREBY SUMMONED and required to answer the Third-Party Complaint in the above-entitled action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the undersigned at: **PO Box 975, St. Helena, SC 29920, within thirty (30) days after service** upon

you, exclusive of the day of such service, and if you fail to answer the Third-Party Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Third-Party Complaint.

Respectfully Submitted,



Rex A. Field
PO Box 975
St. Helena, SC 29920
cyberport@protonmail.com
(803)-609-0410



Tracy L. Field
(same address as above)

This day, February 19, 2021

ELECTRONICALLY FILED - 2021 Mar 01 4:49 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust	**IN THE COURT OF COMMON PLEAS**
	C/A No: 2019-CP-07-02279
Plaintiff /Counter-Defendants	**DEFENDANTS' SUPPLEMENTAL MEMORANDUM; AFFIDAVIT**
vs.	
Rex A. Field and Tracy L. Field	*The Honorable Bentley Price*
Defendants/Counter-Plaintiffs	

TO: THE HONORABLE COURT AND ALL PARTIES OF RECORD:

Rex and Tracy Field (hereinafter "the Defendants") hereby submit Defendants' Supplemental Memorandum in support of their motion to compel mediation ("Motion"). The Motion will be heard without the necessity of a hearing and based on submitted pleadings.

By virtue of the order dated January 20, 2021 by The Honorable Bentley Price ("Order") states in part: *"Defendants shall file an answer or other pleading to the Plaintiff's Complaint within thirty (30) days from entry of this Order"*. The Defendants have timely and properly filed an answer on February 19, 2021, the Defendants are in compliance with Order and are not in default. The Order further states in part: *"The parties shall conduct a meditation within sixty (60) days of Defendants answer or other pleading"*, the time has not run for the parties to conduct mediation. The Defendants are more than willing to conduct mediation in good faith on or before the deadline of April 20, 2021.

Plaintiff and/or Plaintiff's counsel has belatedly raised two issues, first issue is that the Plaintiff is challenging the Order and challenging the Court's authority to order mediation in a foreclosure case by stating: "*Mortgage foreclosure actions are exempt from mediation*" and now states that "*Plaintiff now questions if a mediation will be productive*". The Court has, at a minimum, three points of authority to

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order mediation in a foreclosure case and each point of authority would stand alone in its authority as follows:

1. The Supreme Court of South Carolina Administrative Order 2011-05-02-01 (re:Mortgage Foreclosure Actions) states in part: *"The Court having jurisdiction over the action shall have the authority, and may in its discretion, order the parties to submit to mediation. In such event, the mediation shall proceed in accordance with the ADR Rules."*; and

2. Actions Subject to ADR pursuant to Rule 3(d) Motion to Refer Case to Mediation states: *"In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation."*; and

3. It is well-settled that the Court's authority to enforce its orders by imposing sanctions is founded upon the Rules of Civil Procedure and a court's inherent authority to manage the progress of litigation. The court has the authority in its discretion, to order litigants to participate in pretrial proceedings, including hearings to facilitate settlement and also explicitly addresses a judge's authority to issue sanctions for failure to comply with the court's pretrial orders.

In response to Plaintiff's second point *"Plaintiff now questions if a mediation will be productive"*, **Good Faith Participation in ADR Requires the Participation of A Corporate Representative With Authority to Settle.** The absence of good faith is evidenced not by the parties failure to reach settlement, but by the Plaintiff's failure to have an appropriate corporate representative be in attendance at the mediation conference pursuant to SC ADR Rule 6(b)(2). Presence of the corporate representative is the cornerstone of good faith participation.

The Plaintiff and/or the Plaintiff's counsel, in a tortuous, disingenuous, and disparaging fashion, is now challenging the courts authority and the validity of the Order, the same Order that the Plaintiff's counsel submitted to this court without objection. If the Plaintiff truly had an issue with mediation, then the Plaintiff should have timely raised the issue well before now. It has become abundantly clear that the Plaintiff was only going to play along with mediation until they were called upon to participate in

ELECTRONICALLY FILED - 2021 Mar 01 4:49 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

good faith, and as such, good faith participation is now all of a sudden a problem for the Plaintiff.

The Defendants do agree with the Plaintiff that it was wise for Judge Price to include in his January 20, 2021 order a requirement that the Defendants engage in mediation and the Defendants believe that it would be equally wise to enforce the Order pursuant to the SC ADR Rules. It is nonsensical for the Plaintiff to boast how wise the Order is on one hand and then challenge the Order on the other by stating that foreclosures are exempt and all the while disparaging the Defendants by stating that the Defendants are utilizing a stalling tactic.

On November 20, 2019, over fifteen months ago, the Defendants filed for a *Motion for Mediation for Foreclosure Intervention*, the Plaintiff failed to respond to that motion. Now, the Plaintiff in an unhinged way in their Memorandum in Opposition, is accusing the Defendants of *"to prevent the exactly stalling tactic Field is currently utilizing"* and looped that statement in with how wise Judge Price's order is without any proof that the Defendants have *"utilized"* any stall tactics. Plaintiff's counsel goes on to say *"Plaintiff was willing to attend mediation..."* and the Plaintiff is implying that somehow it's the Defendants' fault that the Plaintiff is unwilling to participate in good faith in mediation, when in fact, the Plaintiff refused to confirm that they would comply with Rule 6(b)(2), SC ADR.

On January 27, 2021, Defendants sent a "Fourth Request" letter to Plaintiff's counsel via certified mail, electronic mail and fax, which states in part:

> "In an effort to resolve the above referenced motion before it is filed with the court, please answer the following question yes or no?"
>
> "Pursuant to SC ADR Rule 6(b)(2), is an *"officer, director, or employee"* from Wilmington Savings Fund Society, FSB ("Wilmington") attending the mediation settlement conference *"having full authority to settle the claim for a corporate party"* on behalf of Wilmington and that the referenced *"persons shall physically attend the mediation settlement conference."* **Yes or No?**
>
> "If you answer the above referenced question in the affirmative, we would then be able to move forward with selecting a mediator, date, and time for a mediation settlement conference." ***(exhibit H)*** Plaintiff and/or the Plaintiff's counsel has not responded to this simple "Yes or No" question.

ELECTRONICALLY FILED - 2021 Mar 01 4:49 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

The Plaintiff refuses to confirm that they are willing to participate in good faith for mediation pursuant to SC ADR Rule 6(b)(2). Thus, the Plaintiff in their memorandum opposition conclusion has no basis to state that: *"The Plaintiff is informed and believes it has acted in good faith..."*. In fact, the opposite is true, the Plaintiff is broadcasting that they are not going to participate in good faith, that foreclosure is exempt from mediation, that the Court completely got it wrong, and that meditation is a complete waste of time and at the same time proceeds to praise the Court on how wise mediation is while disparaging the Defendants for Plaintiff's own failings. The Plaintiff could have had mediation when the Defendants requested it (15) months ago. The Plaintiff, as exhibit H shows, could have had avoided this Motion altogether by simply answering "Yes" relating to Rule 6(b)(2), SC ADR. As other courts have ruled, "Good Faith Participation in ADR Requires the Participation of A Corporate Representative With Authority to Settle."

It is improper for the Plaintiff and/or the Plaintiff's counsel to use arguendo, make disparaging comments, and make disingenuous allegations about the Defendants in memorandums in opposition to compel mediation and in memorandums relating to certifications of foreclosure intervention, the statements that the Plaintiff's counsel are making are not only irrelevant, but are also disparaging, harmful, and prejudice Defendants. The purpose of foreclosure intervention and/or mediation is to resolve the matter confidentially without litigation and not use memorandums or mediation like a weapon regardless of the subject matter. The SC ADR rules are designed to protect parties against abuse, and in this case, the SC ADR rules need to be enforced.

The Defendants have communicated clearly that they are willing to comply with the Order as written and participate in mediation in good faith within (60) days of the Defendants answer and conduct mediation on or before the April 20, 2021 deadline and that such mediation would not delay the litigation whatsoever. If this court enforces the Order and grants the Defendants Motion to Compel Mediation, the litigation may be resolved in a matter of minutes instead of months or longer. Defendants believe that if this court grants the Motion, that this case would most likely settle and that's

ELECTRONICALLY FILED - 2021 Mar 01 4:49 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

why Plaintiff's counsel is fighting so hard not to have mediation because the Plaintiff's counsel knows that, with good faith participation in mediation from the Plaintiff, the case would resolve expeditiously.

WHEREFORE, Defendants therefore pray that this Court grant Defendants Motion to Compel Mediation granting the revised proposed Order filed in conjunction with this supplemental memorandum directing that counsel for the parties and *pro se* parties shall confer amongst themselves and their client(s), with respect to the scheduling of a mediation conference in this action that, within 10 days of the date of the Order, the parties shall file a status report indicating either:

a). That the mediation has been scheduled and including the date of the mediation within sixty (60) days of Defendants answer or other pleading, the selected mediator, and that the Plaintiff has confirmed that Wilmington Savings Fund Society, FSB ("Wilmington") will comply pursuant to SC ADR Rule 6(b)(2) confirming that an officer, director, or employee of Wilmington having full authority to settle the claim(s) for Wilmington will be in attendance and that the above referenced persons will physically attend the mediation settlement conference; or

b). That the Plaintiff Wilmington is unable to comply with SC ADR Rule 6(b)(2) and that an officer, director, or employee of Wilmington having full authority to settle the claim(s) will not be in attendance at the mediation conference and that the parties were unable to agree upon a date or mediator and that Wilmington is unable to participate in mediation within sixty (60) days of Defendants answer or other pleading.

IN THE EVENT THAT that the parties are unable to agree on a date, the mediation conference shall occur on the 60th day after Defendants' answer or other pleading by a court appointed mediator; and

IN THE EVENT THAT if the Plaintiff Wilmington fails to participate in mediation pursuant to SC ADR Rule 6(b)(2) within sixty (60) days of Defendants answer or other pleading, the Defendants are entitled to an order: (i) striking the Plaintiff/Counter-Defendant's reply/answer to Defendants' counterclaims (ii) striking the Plaintiff/Counter-Defendant's pleadings and (iii) placing the Plaintiff/Counter-Defendant in default.

ELECTRONICALLY FILED - 2021 Mar 01 4:49 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

AFFIDAVIT

Personally appeared before me, the undersigned Notary Public duly authorized to administer oaths, Rex A. Field and Tracy L. Field, who after being duly sworn deposes and states that they are authorized to make this verification on behalf of themselves and the statements and are true and correct based upon their personal knowledge.

Respectfully submitted,

This day, March 1, 2021 Rex Field Tracy Field

Rex A. Field
PO Box 975
St. Helena, SC 29920
cyberport@protonmail.com
(803)-609-0410

Tracy L. Field

Sworn before me, this 1st day of March, 2021

Amber Driggers

Notary Public
State of South Carolina
Beaufort County

AMBER DRIGGERS NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES 07/10/2030