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

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SC Court of Appeals

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 – III

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Not in its individual capacity; but solely as
Owner Trustee for CSMC 2018-RPL5 Trust

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/Counterclaimants/Third-Party Plaintiffs

vs.

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

Third-Party Defendants

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

MOTION TO RECUSE THE HONORABLE BENTLY D. PRICE; AFFIDAVIT

(Jury Trial Demanded)

JEANNE ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT
2021 JUN 21 PM 4:09

Defendants' Rex and Tracy Field hereby move for the recusal of The Honorable Bentley D. Price, Circuit Court Judge, for the purposes of this case (Case No: 2019-CP-07-02279). The grounds for this recusal motion are for his extreme bias, lack of impartiality, and prejudice against the Defendants, and for his actions and statements on the record during the hearings conducted on April 15, 2021 *(exhibit A)*, January 13, 2021 *(exhibit B)*, respectively, as well as evidence in the court record, including the hearing conducted by The Honorable Marvin H. Dukes, III, on September 29, 2020 *(exhibit D)*, and filings and communications with the Court pursuant to Cannon's 1 and 3 of the South Carolina Code of Judicial Conduct, Rule 501, ("Rule 501, SCACR").

INTRODUCTION AND PROCEDURAL BACKGROUND

Pursuant to Pursuant to South Carolina's Code of Judicial Conduct SCACR Rule 501 Preamble states, in part, "Our legal system is based on the principle that an independent, fair and competent judiciary will interpret and apply the laws that govern us. The role of the judiciary is central to American concepts of justice and the rule of law."... ..."judges... must respect and honor the judicial office as a public trust and strive to enhance and maintain confidence in our legal system. The judge is an arbiter of facts and law for the resolution of disputes and a highly visible symbol of government under the rule of law." Rule 501, SCACR, CANON 1, states, in part, "A JUDGE SHALL UPHOLD THE INTEGRITY AND INDEPENDENCE OF THE JUDICIARY - A). An independent and honorable judiciary is indispensable to justice in our society. A judge should participate In establishing, maintaining and enforcing high standards of conduct, and shall personally observe those standards so that the integrity and independence of the judiciary will be preserved."... ..."Deference to the judgments and rulings of courts depends upon public confidence in the integrity and independence of judges. The integrity and independence of judges depends in turn upon their acting without fear or favor. " (emphasis added) "Although judges should be independent, they must comply with the law, including the provisions of this Code. Public confidence in the impartiality of the judiciary is maintained by the adherence of each judge to this responsibility. Conversely, violation of this Code diminishes public confidence in the judiciary and thereby does injury to the system of government under law." Rule 501, SCACR, CANON 3, states, in part, "A JUDGE SHALL PERFORM THE DUTIES OF JUDICIAL OFFICE IMPARTIALLY AND DILIGENTLY"

CANON 3(5) states: "A judge shall perform judicial duties without bias or prejudice. A judge shall not, in the performance of judicial duties, by words or conduct manifest bias or prejudice, including but not limited to bias or prejudice based upon race, sex, religion, national origin,

disability or age, and shall not permit staff, court officials and others subject to the judge's direction and control to do so."... ..."A judge must perform judicial duties impartially and fairly. A judge who manifests bias on any basis in a proceeding impairs the fairness of the proceeding and brings the judiciary into disrepute. Facial expression and body language, in addition to oral communication, can give to parties or lawyers in the proceeding, jurors, the media and others an appearance of judicial bias. A judge must be alert to avoid behavior that may be perceived as prejudicial."

BASIS FOR RECUSAL

The Honorable Bentley D. Price, Circuit Court Judge, for the purposes of this case, is bound by the South Carolina Code of Judicial Conduct, as contained in Rule 501 mandates that judges "must establish, maintain, and enforce "high standards of conduct" to ensure that "integrity and independence" will be preserved. In furtherance of that purpose, Canon 3 of the Judicial Code requires that judges perform their duties **"without bias or prejudice." Where a judges impartiality may reasonably be questioned, that judge "shall disqualify himself or herself."** *(emphasis added)* The Comments to the Judicial Code make clear that a judge **" is disqualified whenever the judge's impartiality might reasonably be questioned."** Where a party shows some evidence of bias or prejudice, South Carolina law makes clear that such judge shall be disqualified. Judges are expected to conduct themselves with the utmost integrity and impartiality— concepts reflected in the Judicial Code, South Carolina law, and the Judicial Code of Conduct's stated mission. This requires the judges to hear all evidence, consider all testimony, and rule on all motions in a fair and equitable manner. Prior to The Honorable Bentley D. Price expressing his predetermined conclusions about the outcome of the hearings relating to the January 13, 2021 motion hearing (Defendants Motion to Dismiss and Sanctions) and the April 15, 2021 Motions hearing, the Clerk of Court had already predetermined the outcome of the entire case by signing an Order of Reference to the Master-in-Equity on October

17, 2019 prior to the commencement of the action, in violation of SCRCP Rule 3 and 53, respectively. The Order of Reference was vacated on September 29, 2020, almost one year later, thus the Circuit Court and the MIE had no jurisdiction during that time to the detriment and prejudice to the Defendants. Judge Price has allowed the Plaintiff and Third-Party Defendants do whatever they want, whenever they want, in violation of the SCRCP, SCSC Administrative Order, or the law without any consequences As explained more fully below, The Honorable Bentley D. Price should be recused because he violated the Judicial Code and South Carolina law by and through his:

1). Stated and demonstrated extreme personal bias against the Defendants in this proceeding;

2). Stated and demonstrated lack of impartiality ;

2). Demonstrated desire to impermissibly default the Defendants without cause;

3). Demonstrated desire to deprive Defendants judicial due process;

4). Demonstrated desire to deny the Defendants substantial rights, such a full and fair trial;

5). Demonstrated desire to deny Defendants the mode of trial (Jury Trial);

5). Demonstrated desire to deny the Defendants discovery;

6). Demonstrated desire to be an advocate for the Plaintiff at the detriment and prejudice to the Defendants, thus, causing irreparable harm to the Defendants;

7). Demonstrated desire to allow the Plaintiff and Third-Party Defendants non-compliance with the South Carolina Rules of Civil Procedure for failure to enforce SCRCP;

8). Demonstrated desire to allow the Plaintiff's non-compliance with the South Carolina Supreme Court Administrative Order 2011-05-02-01.

9). Demonstrated desire to allow the Plaintiff's non-compliance with the South Carolina ADR Court Rules.

The January 13, 2021 motion hearing, Beaufort, South Carolina BEFORE: The Honorable Bentley Price, Judge Presiding, **TRANSCRIPT - <u>Motion to Dismiss and Sanctions</u>** J.Martin

Page, Esq.(Plaintiff) and Andrew Sims Radeker, Esq. (Defendants) ***(Exhibit B),***

MR. RADEKER: Page 1, line 10-12: "What's brought us here is the Plaintiffs fourth violation of the foreclosure administrative order of the Chief Justice in this case."

MR. RADEKER: Page 2, line 20 through page 7, line 24 - "how the stay under 21 the administrative order works during a foreclosure case is like this: The case starts out, it's commenced by serving the summons and complaint along with the notice of right to foreclosure intervention, and the case is stayed at that point. If the Defendant or Defendants don't respond and say they want foreclosure intervention, thirty days after the service of that notice along with the other documents, the Plaintiff through Counsel can submit a certificate saying, "Hey, they have either chosen not to respond or just haven't done it," and, you know, they can default them and the case can just proceed normally, assuming that they have not pled at that point. But if they request foreclosure 10 intervention like my clients, did -- they requested a mediation, which is one of the avenues contemplated by the order for foreclosure intervention. Their request for foreclosure intervention and for whatever reason that request does not result in a resolution of the case, then what the foreclosure Plaintiff is to do then is to serve a notice of denial of foreclosure intervention, saying either you didn't give us the documents we wanted to look at, or we looked at them and you're not eligible, or we just don't want to do what it is that you propose. Those are all appropriate responses, but what that notice must say is, "Now you've got thirty days to plead responsibly to the complaint." So, the Fields requested foreclosure intervention and they asked for a mediation. Now, the Plaintiff, I think, main argument in response to this motion is the Fields didn't send out these -- their modification evaluation packages that we sent you. Well, the Fields didn't say they wanted to engage in a modification. That's apples and oranges. The Plaintiff has never said yes or no to whether they would participate in a mediation, which is the foreclosure intervention that the Fields wanted to do. So, the Plaintiff, in an effort to move the case along but also prevent the Fields from pleading in

response to the complaint, and Your Honor doesn't need to take my word for that, you can just look at the email that is attached to our motion that was sent by Plaintiff's Counsel in an effort to say, "Ah ha! We're going to play a little procedural game, even though it's against the rules, and default the Fields so that issues never get joined in this case and we can just proceed to a foreclosure judgment." We're going to file the kind of certification that you file when people don't respond to the notice of right to foreclosure intervention at all. And it says that the Fields have refused to participate in it. We haven't refused to participate in it. We said, "This is the kind of foreclosure intervention we want," and who has failed to give us an answer on that is the Plaintiff. It's clear that this is done for the purpose of depriving the Fields of their procedural rights, and it's against the law. It violates the Chief Justice's administrative order. Now, as a circuit judge, issues about this administrative order probably don't come before you very often. This may be the first. But in the world of the South Carolina Foreclosure Bar, this order and the requirements of it are widely understood. Everyone knows this and knows what it means. So, it's not like we're talking about some esoteric, accidental violation that the Plaintiff couldn't have understood. They understood very well what they were doing, and it's not the first one either. This is the fourth violation of the administrative order that the Plaintiff has done in this case. The first violation was before the case was even commenced, before it had even been served, and before it was proper to do so, they send up a proposed order of reference and got it sent over to the master in equity. And the purpose for doing that is pretty clear because it wasn't long after that, that they started scheduling a final hearing, even though plainly they were within the foreclosure intervention stay period under the administrative order, and it was not proper for them to have one. That hearing got cancelled and then they contacted the Master's office to schedule another one. So, we got in it, got the order of reference vacated as improper, and that's brought us to where we are now, but they didn't stop then. Then they went and did what they've done now, which is file this certification in an effort to quote -- to quote them, "To proceed with

default paperwork." My clients are not in default. This case is stayed because no notice of denial of foreclosure intervention has ever been served. What's going on here is that these violations, they are knowing, they are purposeful, they are blatant, and I don't mean to be hyperbolic when I say that. It's just that they are obvious. Looking at what I've seen other courts do in the past, there are no reported cases about sanctions under this administrative for violations the administrative order is, I've seen a court dismiss a case with prejudice. That's what we want first. That's what we would like for the Court to do is to send a message to these people that they'll hear, that speaks to them in the language that's their language, the language of money. This is a financial institution -- that says, "If you're going to play fast and loose with people's procedural rights and try to stomp all over them like this, there are real consequences for that, because it's not one, not two, not three, but four times that they've done that in this case. This Court could dismiss the case without prejudice and make them pay our attorneys' fees. I've seen a court to that for a violation of the administrative. In each of those cases, there was only one violation of the administrative. Here, we've got four. Or the Court could strike their certification, make them pay our attorneys fees, and I'd be happy to submit an affidavit about that if Your Honor goes that route, so you can evaluate the reasonableness of them, and order them to have a mediation and for them to pay for it, because there has to be some meaningful consequence to the Plaintiff's violation of the Chief Justice's order. Because they are not thumbing their nose just at the Fields, they are thumbing their nose at the whole South Carolina Judicial System. They are saying, "Chief, Chief Justice. We do what we want," and we can't allow that, frankly, Your Honor.

THE COURT: Page 11, line 13 through 18: **..."but apparently your clients are hiding behind some either document that wasn't assigned appropriately or that they weren't afforded their 30 days to respond or they don't believe that he owns the loan out of bankruptcy, but that argument is -- I'm not buying one single bit of that. So, Mr. -- "**

THE COURT: Page 12, line 17 through 25: **"Mr. Page, I couldn't agree, I mean, Mr. Radeker, I couldn't agree with him more. It seems like your clients are hiding behind this document that wasn't filed to just toll the time and basically simply giving the baseless claims that they won't have a mediation, when Mr. Page has said, "We'll have the mediation." It doesn't seem like anything is happening apart from, well, let's just delay, delay, delay. I mean, what's going on?**

THE COURT: Page 13, line 16 through page 14 line 9: ..."**But, my point is that -- that's just delaying the inevitable, I mean, I think you could have considered that months and months ago, that essentially, that was a denial that they were going to participate because your clients didn't ever answer back saying that they wanted to participate in some type of loss mitigation. They gave options. Your clients simply could have said, "No. We're not going to participate in any of those options," but they didn't. They just stayed deaf as to what they wanted to do other than to say that they wanted a mediation, which Mr. Page is saying his clients are willing to participate in. So, the 30-day notice to answer the complaint and me, -- or Mr. Page trying to get them in default, I disagree. I don't see Mr. Page jumping up and down saying, "They're in default. We need to move on to damages." He's saying let's try to keep this case moved along and quit the delay on behalf of your clients.**

THE COURT: Page 15, line 2 through 4: **"All right. Here's the question. Mr. Page, are you denying them foreclosure 4 intervention? The answer is no."**

THE COURT: Page 15, line 12 through page 16, line 2: **I agree with you one hundred percent. I agree. I mean I think you've complied with it as fully as I think that the order would have contemplated. I think just because the clients are alleging that there's some deficiency, that certainly does not go against what the *intent* of the order -- Chief Justice Toal's order is, which is to give someone the opportunity to participate in it. But you can't,**

I mean, you can lead that horse to water only so many times, Mr. Page, until you've just got to walk away and let the horse, you know, thirst to death, which is what I think you're doing now, saying, "I can only take it there so many times."

THE COURT: Page 16, line 10 through 22: I'm scared to do that. I have a feeling we're going to be right back here in five months and they are still going to be alleging that any type of foreclosure proceedings are stayed, therefore I assume they're not making any payments on the house currently, and so we're going to be right back to where they're not making any payments, they're not making any good faith effort to try to resolve this with the bank, and they certainly don't want to give up their house and I don't want to take it away from them, but that's not going to resolve the case. So, if I give you 30 days to respond to the complaint, then what's the next step after that?

THE COURT: Page 17, line 6 through page 18, line 11: I don't think that's what they tried to do. That's what you keep alleging that they were trying to do. I think your clients just keep saying that that's what they're attempting to do. I think Mr. Page has done everything he could do to attempt to try to make them come to the table with something, I mean, he's made some offers. Certainly, they can reject those. He's reached out on several occasions, in September, later in October, then obviously he had to file this at a later date. But my concern is that I give them the 30 days to answer and, then, you know, they tie it up for the next two years in litigation to not even show up to the mediation or to not do, you know, not to participate in the case. So, I mean, they've done a great job to this point of doing it. I'm just afraid that that would be a continuation of it, so I'm just trying to contemplate what we need to try to do. We're all fully aware of what is the issue in the case, the amount of money that's in the case, all those type of things that -- I assume the discovery in this would be minimal at best, if any at all at this point in time, simply to show the clients that they own the loan and this is what they owe on it, I mean, there's two

pieces of paper. But here's what I'm going to do. I'm going to allow your clients the 30 days to answer from today's date, and then I'm going to order a mediation within 60 days of that date and if it's not resolved at mediation at the close of those 60 days, then Mr. Page can file a motion for a default. (END).

The April 15, 2021 motion hearing, Beaufort, South Carolina BEFORE: The Honorable Bentley Price, Judge Presiding, TRANSCRIPT - An off-roster motion hearing requested by The Honorable Bentley D. Price via email on April 9, 2021 was held on **April 15, 2021** without (10) ten days notice, at time when we were on the Jury Roster with Judge McCoy for already noticed hearing on **May 11, 2021.** Judge Price scheduled the following motions:

1. Plaintiff's Motion to Strike Defendants' Demand for Jury Trial
2. Defendants' Motion for Sanctions for Failure to Comply with SCRCP 11(b)
3. Defendants' Motion to Dismiss complaint Pursuant to Rule 12(b)(7)
4. Plaintiff's Motion to Extend Time to DLJ's Answer to Third Party Complaint

Motions that were not scheduled for the above referenced hearing April 15, 2021.

5. Plaintiff's Motion to Dismiss Amended Answer, Counter-claims, and Third Party Complaint filed April 9, 2021 filed at 2:14pm after the Motions #1-#4 were scheduled by Judge Price earlier in the day.
6. Defendants' Motion to Join Third-Party Defendants filed April 13, 2021, filed two days before the hearing and filed after the Motions #1- #4 were scheduled by Judge Price.

TRANSCRIPT - George Benjamin Milam, Esquire Attorney for the Plaintiff
REX A. FIELD and TRACY FIELD Defendants, pro se *(Exhibit B)*

THE COURT: Page 3, line 3 through 6: **We have a couple motions this morning; is that correct? All right. And there is, I believe, two by the plaintiff, correct, two by the defendant? All right. Who would like to go first?**

THE COURT: Page 6, line 15 through 16: **All right. And do the Fields still reside in the residence?**

(The Court ONLY addressed Plaintiff).

THE COURT: Page 7, line 4 through 5: **When was the last time they made a payment on the home?**

(The Court ONLY addressed Plaintiff).

THE COURT: Page 7, line 9: **There's 163 filings in this case.**

(The Court ONLY addressed Plaintiff)

THE COURT: Page 7, line 7, line 13 through 20: **I'll take the plaintiff's motion to extend time under advisement. But the first one up is plaintiff's motion to strike defendant's demand for a jury trial. Then we have two defendants' motion for sanctions for failure to comply with South Carolina Rule 11 and defendants' motion to dismiss complaint pursuant to Rule 12(b)(7). All right. You want to argue your motion to strike defendants' demand for jury trial first?**

(The Court ONLY addressed Plaintiff)

THE COURT: Page 12, line 3 through 4: **While he's looking at that, Mr. Milam, how did this get to circuit court? How did it get out of the master's court?**

THE COURT: Page 16, line 19 through 20: **All right. Let me let Mr. Milam speak to what's going on.**

THE COURT: Page 25, line 11 through Page 27, line 21: **All right. The motion to join the third-party defendants is denied. Motion to dismiss the counterclaims is granted. Motion to dismiss the complaint is denied. Motion to enforce sanctions is denied. And motion to strike the jury trial is granted. And I'm referring this to the master for foreclosure. All right.**

MR. FIELD: Your Honor, we didn't catch all that. Can we ---

THE COURT: **I'll put it in a form for you, and I'll make sure you have a copy of it. All right. I'll do it myself.**

MR. FIELD: Okay.

THE COURT: Thank y'all very much. Have a wonderful day.

(WHEREUPON, an off-the-record discussion was held)

MR. MILAM: Your Honor, was the motion granted as to the third-party claims, as well?

THE COURT: Yes.

MR. FIELD: Your Honor, there are two pending motions in this case that were not heard today. **THE COURT: No, they were all heard. Motion to join third-party defendants, you just argued that a second ago. Motion to dismiss counterclaims, he argued it, that's the first thing he did and he said, I think there's a pending motion, and I heard him out. Motion to dismiss the complaint, you just argued that. Motion for sanctions for failure to comply, you argued that about Mr. Page not being here. And motion to strike the demand for jury trial was the first one we heard.**

MR. MILAM: Your Honor, the Fields objected to hearing the motion to dismiss the counterclaims and third-party claims on the grounds that it was filed less than 10 days ago.

THE COURT: When was the filing date?

MR. FIELD: We have a pending joinder motion, also.

MR. MILAM: It was filed on April the 9th. We had requested that the Court exercise its discretion to hear all the pending motions today. However, the Fields did object to hearing the motion to dismiss, less than 10 days since the filing date.

MR. FIELD: There are two joinder motions. There was a joinder motion that was filed recently that was not agreed to be heard today. And his motion to dismiss was not agreed to be heard today.

THE COURT: Did you agree not to hear them today?

MR. MILAM: Your Honor, we wanted all the motions to be heard today. The Fields did not —

THE COURT: Madam clerk, did they want to hear all the motions today?

CLERK OF COURT: Yes, sir, he did.

MR. FIELD: But he agreed to not hear that motion today. And he agreed to not hear the other one today, too.

THE COURT: We're going to let the master handle those.

MR. MILAM: Okay. Thank you, Your Honor.

THE COURT: So I'll withdraw both of those and allow the master to handle it.

MR. MILAM: All right. Yes, Your Honor.

MR. FIELD: Well, but, Your Honor ---

THE COURT: Mr. Field, I've heard enough, okay. I've made my ruling, and my order will be submitted to you, and she'll give you a copy of it, okay. Yes, sir.

MR. FIELD: I just -- but I'm not sure if the master can handle the joinder motion because that's a Circuit Court motion.

THE COURT: The master will handle everything that will be in my order. All right.

(WHEREUPON, court adjourned at 11:28 a.m.)

(End of Transcript of Record)

1. Pursuant to South Carolina's Code of Judicial Conduct SCACR Rule 501, Canon 3 states, in part, "A judge shall perform the duties of judicial office impartially and diligently." In addition, "A judge shall perform judicial duties without bias or prejudice. A judge shall not, in the performance of judicial duties, by words or conduct manifest bias or prejudice...." of the Code of Judicial Conduct, Rule 501, SCACR.
2. As referenced in the official transcript from the hearing on April 15, 2021, *exhibit B*, on page 3, line 3 and on page 7, line 13, the Court was aware of the four motions to be heard that day. As shown on pages 25 and 26, the Court attempted to rule against the *pro se* Defendants' on six motions and order a referral to the MIE, two motions of which were not agreed to be heard. Plaintiff and Third Party Defendants' Motion to Dismiss Counterclaims and Third Party Claims (filed April 9, 2021) and Defendants' Motion to Join Third Party Defendants (filed April 13, 2021) had not been agreed upon to be heard or argued that day yet Judge Price had already predetermined the outcome of the motions, referral to MIE, and ruled against *pro se* Defendants on both unscheduled and unheard motions, thus, Judge Price showed extreme bias prejudicing the Defendants with an utter disregard to the Defendants rights, the mandates of the SC Rules of Civil Procedure, and the law.
3. As referenced in the official transcript from the hearing, on pages 6, 7, 12, 16 and 17, the Court

grossly favored the Plaintiff's with leading questions so that the Plaintiff would prevail on the predetermined outcome of the motion. In furtherance of Judge Price favoritism, excluded the Defendants from the same line of questions, thus, denying the Defendants an opportunity to respond, as well as getting Plaintiff's responses in the record that were not related to any motions that were scheduled to be heard or decided on that day. By asking questions outside of the scope of the motions, in addition to only asking for input from the Plaintiff demonstrates bias and prejudice against *pro se* Defendants. The Judge Price's questioning, if any, should have allowed both sides to present claims and defenses.

4. A judge must perform judicial duties impartially and fairly. A judge who manifests bias on any basis in a proceeding impairs the fairness of the proceeding and brings the judiciary into disrepute. A judge's impartiality might reasonably be questioned when the Judge expresses unfavorable opinions about a party to the cause, in regard to a matter related to the cause. See In re Campbell, 379 S.C. 593, 666 S.E. 2D 908 (2008). At a minimum, Defendants are entitled to have every reason, at this stage, to believe that it has not been prejudged, but under the circumstances, it cannot, and the "bell cannot be unrung."
5. A judge must be alert to avoid behavior that may be perceived as prejudicial. Judges are given some discretion during trial, but judges should only ask questions to clarify testimony or in the interests of justice. Judges may ask questions in limited circumstances, but they may not ask questions or make comments providing the essential elements of the case. Questioning by an overly aggressive judge is also enough to disqualify, as a judge and attorney are seen as teaming up and forming a "lawyer dream team."

In the April 15, 2021 hearing, the Defendants' Motion to Dismiss should have been heard first because if a favorable ruling was made for the Defendants, all the other motions would not have to be heard. As such, Judge Price did not ask for the dispositive motion to be heard first, thus, giving the appearance that the Judge had already predetermined the outcome and decided

against the Defendants' in advance of the hearing. It is blatantly clear Judge Price prejudged all the motions in favor of the Plaintiff and against the Defendants.

SEE EXHIBIT C, its clear and evident that Judge Price has prejudged the above referenced case (C/A No: 2019-CP-07-02279), which has yet to be properly heard, having already concluded that a default has has been committed or that the Plaintiff should prevail without due process, discovery, or a trial.

EXHIBIT C

1). August 14, 2019, Notice of Default and Intent to Accelerate letter from Shellpoint

2). September 20, 2019, Letter to Shellpoint Mortgage Serving, Field mailed check in the amount of **$12,468.28**

3). October 2, 2019, Shellpoint Mortgage Serving sent uncashed check back to Field **$12,468.28**

4). October 10, 2021, letter to NOTICE OF: COMPLAINT; PAYMENT-IN-FULL; RETURNED CHECK; REFUSAL TO CREDIT/POST TO ACCOUNT; FRAUDULENT DEFAULT.

5). October 10, 2021, COMPLAINT; DEMAND LETTER

Further, at a minimum, the extreme bias and prejudicial statements by Judge Price in the hearings is well more than enough for immediate recusal.

CONCLUSION

For these reasons, and for those set forth above, the Motion should be granted. Defendants request that The Honorable Bentley D. Price, Circuit Court Judge, for the purposes of this case, promptly recuse himself from Case No: 2019-CP-07-02279 forthwith, so that a hearing before an impartial Judge without any appearance of partiality, may be promptly set.

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 their personal knowledge.

Respectfully Submitted,

This day, June 21, 2021

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

Tracy L. Field

Sworn before me, this 21st day of June, 2021

Notary Public
State of South Carolina
Beaufort County



EXHIBIT A

STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS
COUNTY OF BEAUFORT)
) NO. 2019CP0702279

WILMINGTON SAVINGS FUND SOCIETY, et al.)
)
VS.) TRANSCRIPT OF RECORD
)
REX A. FIELD and TRACY FIELD, et al.)

Thursday, April 15, 2021

Courtroom No. 1
Beaufort County
Fourteenth Judicial Circuit
102 Ribaut Road
Beaufort, South Carolina

B E F O R E:

The Honorable Bentley D. Price

A P P E A R A N C E S:

George Benjamin Milam, Esquire

Attorney for the Plaintiff

REX A. FIELD and TRACY FIELD

Defendants, pro se

Reported by: Cathy J. Provost, RPR/RMR

Official Circuit Court Reporter

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none

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none

-- P R O C E E D I N G S --

(WHEREUPON, court commenced at 10:30 a.m.)

THE COURT: We have a couple motions this morning; is that correct? All right. And there is, I believe, two by the plaintiff, correct, two by the defendant? All right. Who would like to go first?

MR. MILAM: Your Honor, I'll say I believe one of the motions by the plaintiff is moot, the motion for extension. I believe the Court actually -- there were two separate motions for extension filed.

When I was retained in this case I was originally retained for the plaintiff and all but one of the third-party defendants. And then later on I was retained to represent the other third-party defendant, DLJ. So that was the reason for two separate motions for extension, to file a responsive pleading.

Mr. and Mrs. Field filed amended counterclaims and third-party claims. And we filed a motion to dismiss on behalf of the plaintiff and all the third-party defendants within 15 days of that amended pleading, so we believe the motions for extension are moot.

However, I also believe that the Court entered an order that granted both motions for extension. But either way, I don't believe that we have to hear that motion today.

THE COURT: All right. Yes, sir.

MR. FIELD: Your Honor, we filed a motion to oppose the -- I

mean, in opposition of that motion, and we'd like for the motion to be heard.

THE COURT: All right. Who wants to go first?

MR. MILAM: Well, Your Honor, since it's our motion, I'll go first.

THE COURT: All right.

MR. MILAM: We filed the motion for extension because under the original answer, counterclaims and third-party claims, they would have been due within a few days of us being retained as counsel. So we filed the motion for extension to have some additional time to review the allegations.

The Fields' pleading was, I think the original pleading was, around 80 pages and more than 400 paragraphs, so we moved for a relatively short extension, I believe about 15 days, and we believe that we were entitled to it. The Fields subsequently filed an amended answer, counterclaims and third-party claims that was 149 pages.

And based on Rule 15, I believe the rule provides 15 days, at least from the time of the amended pleading, to file a response. The motion to dismiss was filed on April 9th, which is within 15 days of the March 25th amended answer, counterclaims and third-party claims.

So again, we believe that, as it was filed within the timeline provided by Rule 15, no extension is needed. However, if an extension is needed, then we think we're entitled to one

given the volume of the allegations in the Fields' pleadings. Thank you.

THE COURT: All right. Thank you very much.

MR. FIELD: Your Honor, we filed our first amended answer, affirmative defenses, counterclaims and third-party counterclaims on March 25th. That automatically gave the plaintiff 15-days extension by virtue of our amendment, plus 5 days mail time.

So he would have had -- the plaintiff would have had until the 14th to file a response to our amended answer. He asked for an extension to the 12th, so he was actually shortening the time that he would have otherwise had to answer, basically prejudicing his own client based on his extension.

Now, where the problem's coming in is, he's filing these pleadings without filing a notice of appearance for DLJ Mortgage Capital. So that the filings, the e-filings, are going in under Fannie Mae, because the e-filing system is set up and will reject an e-filing if you don't file a notice of appearance.

So for the last two filings that he's done, they've gone in under Fannie Mae. The extension of time, motion for extension of time. But he also filed a motion to dismiss our answer, counterclaim and third-party claim through Fannie Mae. So he had to file a notice of appearance for DLJ.

So that's the main reason why we're objecting to this motion, is because he's not filing the motion properly within the system. It's showing up under Fannie Mae. Every filing he's

doing now is showing up under Fannie Mae.

Now, he claims that he represents, he's co-counsel for the plaintiff and co-counsel for three of the four third-party defendants. So in his pleadings he's claiming that he represents DLJ, but has not filed a notice of appearance.

And so that's why we're objecting to these two motions that he's filed, because he has not filed a notice of appearance for DLJ.

THE COURT: All right.

MR. MILAM: Your Honor, the motion to dismiss was filed for all the parties I represent on April 9th.

THE COURT: All right. So this is a foreclosure action, correct, from 2019?

MR. MILAM: Yes, sir.

THE COURT: All right. And do the Fields still reside in the residence?

MR. MILAM: That's my understanding, Your Honor.

THE COURT: And what was the counterclaim?

MR. MILAM: The counterclaim is that, as I understand it, the Fields contend that there are a number defects associated with the securitization of their mortgage loan; that there are questions about who ultimately owns the loan and, as a result of all of this, that Wilmington may or may not be the owner of the loan.

They also no contend that there is a conspiracy by the

plaintiff and the third-party defendants to deprive them of their home by pursuing the foreclosure in this case despite all of these alleged defects in the securitization process.

THE COURT: When was the last time they made a payment on the home?

MR. MILAM: So there was a modification in 2014. I believe the Fields paid on that until the end of 2017. And I believe it's currently due for January 2018.

THE COURT: There's 163 filings in this case.

MR. MILAM: Let me correct that, Your Honor, I think it's due for January 2019. I believe I may have misstated saying it was 2018.

THE COURT: I'll take the plaintiff's motion to extend time under advisement. But the first one up is plaintiff's motion to strike defendant's demand for a jury trial. Then we have two defendants' motion for sanctions for failure to comply with South Carolina Rule 11 and defendants' motion to dismiss complaint pursuant to Rule 12(b)(7). All right.

You want to argue your motion to strike defendants' demand for jury trial first?

MR. MILAM: Yes, Your Honor. So at the time the motion to strike was originally filed, the only claim that had been pled at that point was the foreclosure claim because the defendants had not yet filed an answer. Now, foreclosure is a claim in equity, and there's no right to a jury trial.

The Fields subsequently filed counterclaims, a third-party claim. By bringing those claims in a foreclosure action, they are only entitled to a jury if the claims are both legal and compulsory. They have to be compulsory counterclaims, which means they have to be logically related to the transaction or occurrence, the same as the foreclosure action.

Mr. and Mrs. Field have attached to their opposition memorandum a copy of the Salon Proz case. And I agree that the Salon Proz case, which is a 2017 case from the court of appeals, accurately states the law in South Carolina on when a counterclaim brought in a foreclosure action is compulsory versus permissive. And that what Salon Proz says is, that to be logically related to the foreclosure and, therefore, compulsory, the counterclaim must affect the enforceability of the loan. And in Salon Proz the Court found that at least one of the counterclaims was compulsory because the defendants in that case claimed that the plaintiff had agreed to enter a loan modification.

Salon Proz talks about another case, Carolina First Bank v. BADD, which found that counterclaims were not compulsory. And that case involved a breach of a guarantee agreement. The defendants alleged some counterclaims that included conspiracy against the plaintiff. And the Court in that case found that the defendant wasn't challenging, wasn't disputing his entry into the loan transaction; he was disputing some events that happened

afterwards; and, if proven, would not affect the enforceability of the loan. So the Court found that the counterclaim was permissive and that the defendant was not entitled to a jury trial.

So in this case -- and again, there are, I believe, eight, eight or nine, counterclaims, several of which are, in fact, claims at law. So if they are compulsory, then that the Fields would be entitled to a jury trial.

We believe they are not compulsory because if proven they would not affect the enforceability of the loan. What the Fields are alleging is that all these entities have conspired to deprive them of their home despite defects in the securitization process.

That's a separate thing from what the plaintiff has to prove in this case. In this case the plaintiff has to show that the Fields signed the note and mortgage; that they entered into a valid transaction; they have to show that the loan is in default, that the Fields haven't made all their payments; and they will have to show that plaintiff has standing to enforce the note.

The way that the plaintiff will do that is by coming into court with the Fields' original note showing that it's been endorsed in blank and that Wilmington Savings Fund Society is, therefore, the holder.

There is nothing in the long list, the 149 pages of allegations, that would, if proven would, prevent the enforceability of the loan. Therefore, we think that the

counterclaims and third-party claims are permissive and not compulsory.

We, of course, have a pending motion to dismiss those, which we had hoped to be heard at the same time, because the motion to dismiss may clarify which of those claims will be viable.

But as it stands, we do believe that we are entitled to an order striking the jury demand. Thank you, Your Honor.

THE COURT: All right.

MR. FIELD: Your Honor, the plaintiff filed a motion to strike defendants' demand for jury trial over 15 months ago. There was a stay on the case.

It was filed by the counsel of record, which is Mr. Martin Page, which is not here today. He litigated this case for a year and a half, and then on March 15th he just basically has abandoned this case. He doesn't respond to any correspondence. He hasn't responded to any of these filings. He doesn't respond to emails. Nothing. So that he's not the one that filed this motion.

Now, in their motion they don't -- we have not answered our complaint yet. So they have already answered their complaint. They had already tried -- they were prematurely filing a motion to strike the demand for a jury trial at a time when there was a stay on the case, we had not answered, and there was a stay under the administrative order pursuant to foreclosure intervention. And then we went into a moratorium due to COVID.

So that there's absolutely nothing in this motion that gives a reason why they should strike a jury trial demand. There's nothing in here. The only thing they say is that the foreclosure action is equitable in nature, the defendant's claims are not compulsory in nature. We had not made any claims yet. So that they wanted to strike everything, the words jury trial demand, from everything, every pleading, including the jury demand itself. So that's their motion.

Now, we filed a supplemental in opposition to this motion. And we did cite the South Carolina Community Bank v. Salon Proz. And this is quite a breakthrough in foreclosure cases. This was an appellate court ruling, or circuit court of appeals ruling in 2017.

They ruled that a Uniform Trade Practices Act claim was legal and compulsory and entitles the foreclosure to a jury trial. And they said only one of your claims has to be legal and compulsory to qualify for a jury trial. We have at least nine counterclaims. Most of them are legal, or at law.

So the Salon Proz case is kind of a landmark case here relating to foreclosures because they ruled -- and this was appealed in the court of appeals, they ruled -- that a Uniform Trade Practices Act claim was entitled to a jury trial. And we have included that in our memorandum and their opinion.

So we believe that our claims are legal and compulsory.

THE COURT: All right. So the next motion is defendants'

motion for sanctions for failure to comply with South Carolina Rules of Civil Procedure 11(b).

While he's looking at that, Mr. Milam, how did this get to circuit court? How did it get out of the master's court?

MR. MILAM: The Fields were, at one point, represented by Attorney Drew Radeker. And Mr. Radeker had, I believe, filed a motion to remand to the circuit court, and Judge Dukes granted that motion.

Because I was not the attorney at the time, I don't know exactly what Judge Duke's reasons were. I assume it was because Mr. Radeker said that they intended to file an answer and claims that would require the circuit court to determine what was triable by a jury and what was not.

THE COURT: All right. Thank you, sir. Yes, sir.

MR. FIELD: Your Honor, I'd like to respond to that. The case was filed October, I believe, 11th. Is that right?

MS. FIELD: Uh-huh (yes).

MR. FIELD: Plaintiff's counsel filed an order of reference on the 16th, and it was with the clerk of court, and it was with a proposed order. That order was signed on the 17th of October.

We were never -- and we were not -- the case had not yet commenced. We were served on October 22nd, and that's when the case commences pursuant to rule 3. So that order was a void order of reference because the case had not commenced and the Court did not have jurisdiction to sign that order.

And so the case was in a stay status due to the plaintiff was not participating in foreclosure intervention. So there was a stay on the case. That's why this case has drug on for so long.

Then it went into, during that stay, the plaintiff's counsel, Mr. Page, kept scheduling final hearing based on this void order. He filed for two final hearings based on this void order. Then what happened is, the moratorium went in place in South Carolina through the end of August of 2020, right, of 2020.

So then when the case came out of the foreclosure moratorium, the plaintiff's counsel came back at us again, certified the foreclosure intervention improperly. They never served us a denial letter of foreclosure intervention. The order, the administrative order, clearly states that they have to serve us a denial letter, in writing, in mail. They never did that. So they start pushing.

So what we did was, we hired Drew Radeker in Columbia to represent us. And he looked at the case and he said what we need to do is we need to get that order vacated. So he filed a motion to vacate the order of reference. He went before Judge Dukes. Dukes, Judge Dukes, signed an order to vacate the order of reference.

And the entries on the online system, it looks like it says motion to strike the jury trial demand was also resolved at that time, too. It had an entry around that time, the same time,

where it looked like the motion had been resolved.

So, therefore, Judge Dukes put on his system that the case was dismissed as far as master in equity was concerned, and the case just reverted back to common pleas because there was nowhere to go.

THE COURT: Okay. Well, let's get to your motion for sanctions and your motion to dismiss the complaint, please.

MR. FIELD: Okay. The issue we're having with Rule 11(b) is -- is it Milam?

MR. MILAM: Milam.

MR. FIELD: Milam, okay. Mr. Milam has kind of piecemeal come into this case. And the way that this case is being handled, it's impossible to know who's responsible for it.

We were communicating with Mr. Page relating to mediation because we were ordered, on January 20th, we had 60 days from our answer to participate in mediation which would be, the deadline would be, April 20th.

So we were engaged in communications with Mr. Page relating to mediation. He wouldn't commit that he would have anyone with full authority to settle at the mediation. So we filed a motion to compel mediation, which was denied.

So we reached out to him and we said, Okay, let's mediate before the deadline, because we're under court order to mediate, let's immediate before the deadline. He said, Fine, we'll do it.

I have an email here -- is it all right if we submit this?

THE COURT: Sure.

MR. FIELD: It's the very last one, page, it's exhibit B. We reached out to Mr. Page, and he said, The plaintiff is willing to attend mediation. Attached is schedule E, a schedule for Mitchell Griffith in Beaufort. We would prefer to taken via Zoom or Webex, with the dates of April 2nd, 6th, 13th, 14th, and 16th.

So this is the last communication that I've had with Mr. Page. This is dated March 15. He didn't respond to any other further correspondence; didn't respond to any of our emails, any of the filings. He's dropped off the face of the earth in this case. And so we believe that he's abandoned his client.

And the purpose here of 11(b), if someone comes in, they should be substituted because that way the person coming in has responsibility. Because counsel, co-counsel here, has, is acting like the case file really hasn't been transferred to him. He has denied liability on past litigation; he has denied liability on this case here because it was litigated by different counsel for 18 months. He disappeared in the case this month.

And so we're asking the Court either to require substitution of counsel, order substitution of counsel or -- and what's also interesting is, is that Mr. Page is not here, he's not defending this motion. He's not defending the sanctions motion that was filed against him, and he is counsel of record for the plaintiff.

We have present here co-counsel for the plaintiff, which

does not have direct responsibility for this case for the last 18 months. There's a conflict of interest between co-counsel and other third-party defendants in this case. And so we don't think it's -- we believe it's a violation to just quit, okay. You can't just quit in the middle of mediation, quit with your client, quit mediation, stop communicating.

And I'm really having a hard time with your last name. Can you tell me how to pronounce it again.

MR. FIELD: Milam.

MR. FIELD: Milam, okay. Mr. Milam has showed up, he's appeared. He has the right to appear, but he doesn't have -- if he appears properly and files a notice of appearance, we believe that he would have the right to do that. But counsel for the plaintiff does not have the right to abandon their client and drop the case.

So either he needs to -- I believe that Mr. Page either needs to withdraw, the Court needs to order substitution. But this is really causing a lot of problems in the case.

THE COURT: All right. Let me let Mr. Milam speak to what's going on.

MR. MILAM: Your Honor, we were retained as additional counsel in the case after the counterclaims and third-party claims were filed. Mr. Page is still counsel in this case. He has not abandoned his client. I have spoken to him about this case. I spoke to him yesterday about it. I told Mr. Page that I

would run point on this case with the hearings, attend the mediation, which we did mediate the case on Tuesday in front of ---

THE COURT: They left that part out.

MR. MILAM: I'm sorry, Your Honor?

THE COURT: They left that part out of the argument, that the guy abandoned the case. But y'all just mediated on Tuesday?

MR. MILAM: We mediated on Tuesday. I attended with a representative for the plaintiff. We impassed. Ben McCoy ultimately was the mediator. We had a change of mediator at the -- the Fields objected to the previous mediator scheduled, Mr. Griffith, as having a conflict of interest. But we did mediate the case.

I'm aware of no rule that requires, when a party is represented by two attorneys, both admitted attorneys in South Carolina, that requires them both to taken mediation or any other appearance. And again, Mr. Page is certainly available to appear for anything that the Court requires.

And I think that's one other point I'll make, is I disagree that the motion for sanctions is directed against him personally. It does say that, asks the Court to order sanctions against Mr. Page as an individual. If it had, I'm sure he would be here today, Your Honor.

THE COURT: Thank you very much. Madam court reporter -- I looked at you and said, I apologize. Madam clerk, on the online

public index it says Court Roster CP Jury, McCoy, May 11th, 2011. Does that mean it's on her jury trial roster?

CLERK OF COURT: (Karen Johnson) Yes.

THE COURT: That's what that means on there?

CLERK OF COURT: Yes.

THE COURT: So this is on the docket for May 11th?

CLERK OF COURT: Correct.

THE COURT: For a jury trial. Okay, all right. Mr. Field, I'll be happy to hear from you as to your motion to dismiss.

MR. FIELD: I would like to respond to what he said about mediation.

THE COURT: It's okay, don't worry about that. That's not part of the issue today. I just want to hear the motions. So I'll be happy to hear your motion to dismiss.

MR. FIELD: Okay.

THE COURT: Is there a pending motion to dismiss the counterclaims?

MR. MILAM: Yes, Your Honor. The motion to dismiss is as to both the counterclaims and the third-party claims.

MR. FIELD: Your Honor, before the Court is defendant's motion to dismiss complaint pursuant to Rule 12(b)(7). There's been five filings in this case. The initial motion, defendants' memorandum in support, supplemental memorandum in support. And we amended the supplemental memorandum for just a couple of typos on the dates, so that we amended that. We put in the filing this

morning on the dates. And then there's their opposition.

So as stated earlier, they filed a complaint on October 11th, 2019. In paragraph 9 of that complaint they -- by the way, this complaint contains no documents whatsoever. There's no loan documents, there's no exhibits, there's nothing backing up this pleading.

They do reference, they said in paragraph 9 that 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 of mortgage recorded December 18th, 2018, in book 3722 at page 1349.

So that brings us to this filing, this exhibit A that you have, Your Honor, it's the mortgage assignment. The mortgage assignment says Wilmington Savings Fund Society, FSB, doing business as Christiana Trust as owner trustee on behalf of CSMC 2018-RPL6 Trust. So the assignment says that Christiana Trust is the owner trustee.

The pleading, the caption on the pleading, says Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee for CSMC 2018-RPL6 Trust. Now, between the pleading and the mortgage assignment, invokes three separate legal entities. You have Wilmington Savings Fund Society, not in its individual capacity; you have Christiana Trust as an owner trustee; and you have CSMC Trust, which is a Delaware statutory trust. It's only recognized in the state of Delaware under the

laws of Delaware. So the Christiana Trust is not a named plaintiff in this case. Now, but they are listed as owner trustee in the mortgage assignment.

So we, in our, also in our exhibits here, exhibit B, which is what we printed off this morning from the state of Delaware, it says Christiana -- this is a corporate filing, by the way, they're registered as a corporation in the state of Delaware. This says Christiana Trust Company of Delaware, corporation, state, Delaware.

So they're a corporation, but they're formed as a limited purpose trust, which is a statutory scheme relating to -- they're not a regular corporation; they're a limited purpose trust corporation. But they are a corporation, and a separate corporation.

Now, C-1 is, we printed off, is a report that the Delaware bank commissioner puts out every year. And C-2 shows Christiana Trust Company of Delaware as a limited purpose trust. And C-3 of that same report shows their address, which is different than Wilmington Bank. They have a chairman of the board; they have a president; they have a CEO, secretary, trust of the compliance, they have a treasurer, a vice-president, they have directors, they have one, two, three, four, five, six, about six, directors.

Now, co-counsel wants to, in their opposition, they're claiming, Oh, Christiana's just a trade name. That what they're saying in their opposition, It's just a tradename. Well, if it

was just a tradename, they wouldn't put in the mortgage assignment Christiana Trust, owner trustee. So the assignment of mortgage says Christiana Trust, owner trustee.

So our position is that the fact that they were not included in the caption of the complaint, they don't have standing. They can't establish standing after the case has been filed.

So normally if you had an indispensable party, you would just join the party. In this case they can't join the party because they can't establish standing after the case commences.

We do have a pending motion for joining indispensable parties. If the Court wants to order of them to be a forced plaintiff, that's an option under Rule 19. However, it flies in the face of the standing argument, which is they can't establish standing after the case commences.

So that's really the root of our motion.

THE COURT: All right.

MR. MILAM: Your Honor, the assignment is to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as owner trustee. The d/b/a stands for doing business as, which is the way commonly used to indicate that a tradename is being acknowledged. Christiana Trust is a tradename that has been used by Wilmington Savings Fund Society.

There is also a company, Christiana Trust Company of Delaware, that exists and is an affiliate of Wilmington Savings Fund Society. They are both under one common corporate parent.

This is, in my view, emblematic of the type of issues that the Fields have raised in this case and illustrates why these do not go to the enforceability of the note and mortgage.

As Judge Waites acknowledged in the bankruptcy, under South Carolina law, the mortgage follows the note. So if Wilmington Savings Funding Society, at an appropriate hearing in this case, comes forward and shows that it has the original note endorsed in blank, which it will do, that is all it needs to show to prove standing.

And all these other issues about these other entities and their corporate structure has nothing to do with Wilmington's standing.

Finally, Your Honor, Christiana Trust Company of Delaware has never claimed to have the right to enforce the note and mortgage. The Fields have not provided anything to indicate that it or anyone else other than the current plaintiff is trying to enforce the loan against them.

And we've cited to the Mosley (phonetic sp) case within which the court determined that a party was not an indispensable party where it was claiming no interest in the action. So we believe that Christiana Trust has, in fact, been joined in this case as a third-party defendant, but there's no need to realign it when it's not claiming an interest or a right to enforce against the Fields. Thank you, Your Honor.

MR. FIELD: Your Honor, may I respond?

THE COURT: Briefly.

MR. FIELD: Wilmington Savings Fund Society is saying that they are acting not in their individual capacity. That's a unique phrase, to say to Delaware, it's a unique phrase to the Delaware statutory trust.

What they're really saying is, what Wilmington Savings Fund Society is saying is, when they say it's not in an individual capacity, what they're saying is, It's not me. That's what they're saying, is Wilmington Savings Fund Society, not me, Christiana Trust, owner trustee. That's really what that means in the state of Delaware.

But there are three claims, three separate legal entities, in this assignment. And Christiana is not a trademark; it is a separate legal corporation. In this assignment, it says they are the owner trustee of this trust. And with CSMC Trust, it's claimed that no one else is claiming ownership of this loan, which is not true.

If you look at the mortgage assignment, at the very bottom of the mortgage assignment it says Fannie Mae, 2018 RPL-PL3 sale. That sale, this mortgage assignment was requested, at the top, it says Fannie Mae. When you research that sale, it was a bulk transaction of six billion dollars worth of loans to DLJ Mortgage Capital. What DLJ Mortgage Capital did, is they securitized with CSMC 2018-RPL6 Trust seven months after this foreclosure filing.

In their FCC filings, their filings say that DLJ Mortgage

Capital acquired all the loans from Fannie Mae, so that someone else is claiming ownership to these loans. And all of the loan numbers are in that FCC filing.

So at the top of this mortgage assignment, it has a Fannie Mae loan number, it says 1700119966. All of the loans that are in that securitized trust that was securitized seven months after they filed the foreclosure complaint start with 1700. We've done a computer scan, we've researched over 20,000 loans, and they have every loan number in that FCC filing, every single Fannie Mae loan number. That loan number right there is not in that trust.

So if we can prove that, that even though Fannie Mae has claimed to sell the loan to DLJ Mortgage Capital, DLJ Mortgage Capital does not have it in their trust.

Also, Fannie Mae, pursuant to the trust indenture, it would be a violation of their trust indenture that they use with all their securitizations for approximately 2002 to 2007. It states in there that they cannot sell or hypothecate the loan. So it would be illegal, it would be against their trust indenture, to sell the loan to anybody. So the chain of title most likely ended with Fannie Mae. We believe it did.

And in that trust indenture, which we filed with our complaint, it says in there that they cannot modify the loan, they can not extend the maturity of the loan, and they cannot change the interest rate. So the modification that they're

speaking of is completely against Fannie Mae's trust indenture.

So, but the main thing is, is Christiana Trust either needs to, they are a claimed owner trustee, claimed owner trustee in this assignment. They are a separate legal corporation. And they either need to be a plaintiff, or this case needs to be dismissed, because the problem is, if the indispensable party is -- you can't go back and retroactively establish standing. They missed the boat here because they didn't include Christiana Trust in their pleading. So they cannot now establish standing after the fact.

THE COURT: All right. The motion to join the third-party defendants is denied. Motion to dismiss the counterclaims is granted. Motion to dismiss the complaint is denied. Motion to enforce sanctions is denied. And motion to strike the jury trial is granted.

And I'm referring this to the master for foreclosure. All right.

MR. FIELD: Your Honor, we didn't catch all that. Can we ---

THE COURT: I'll put it in a form for you, and I'll make sure you have a copy of it. All right. I'll do it myself.

MR. FIELD: Okay.

THE COURT: Thank y'all very much. Have a wonderful day.

(WHEREUPON, an off-the-record discussion was held)

MR. MILAM: Your Honor, was the motion granted as to the

third-party claims, as well?

THE COURT: Yes.

MR. FIELD: Your Honor, there are two pending motions in this case that were not heard today.

THE COURT: No, they were all heard. Motion to join third-party defendants, you just argued that a second ago. Motion to dismiss counterclaims, he argued it, that's the first thing he did and he said, I think there's a pending motion, and I heard him out. Motion to dismiss the complaint, you just argued that. Motion for sanctions for failure to comply, you argued that about Mr. Page not being here. And motion to strike the demand for jury trial was the first one we heard.

MR. MILAM: Your Honor, the Fields objected to hearing the motion to dismiss the counterclaims and third-party claims on the grounds that it was filed less than 10 days ago.

THE COURT: When was the filing date?

MR. FIELD: We have a pending joinder motion, also.

MR. MILAM: It was filed on April the 9th. We had requested that the Court exercise its discretion to hear all the pending motions today. However, the Fields did object to hearing the motion to dismiss, less than 10 days since the filing date.

MR. FIELD: There are two joinder motions. There was a joinder motion that was filed recently that was not agreed to be heard today. And his motion to dismiss was not agreed to be heard today.

THE COURT: Did you agree not to hear them today?

MR. MILAM: Your Honor, we wanted all the motions to be heard today. The Fields did not ---

THE COURT: Madam clerk, did they want to hear all the motions today?

CLERK OF COURT: Yes, sir, he did.

MR. FIELD: But he agreed to not hear that motion today. And he agreed to not hear the other one today, too.

THE COURT: We're going to let the master handle those.

MR. MILAM: Okay. Thank you, Your Honor.

THE COURT: So I'll withdraw both of those and allow the master to handle it.

MR. MILAM: All right. Yes, Your Honor.

MR. FIELD: Well, but, Your Honor ---

THE COURT: Mr. Field, I've heard enough, okay. I've made my ruling, and my order will be submitted to you, and she'll give you a copy of it, okay. Yes, sir.

MR. FIELD: I just -- but I'm not sure if the master can handle the joinder motion because that's a Circuit Court motion.

THE COURT: The master will handle everything that will be in my order. All right.

(WHEREUPON, court adjourned at 11:28 a.m.)

(End of Transcript of Record)

CERTIFICATE OF REPORTER

I, Cathy J. Provost, Official Court Reporter for the Fourteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the proceedings of the captioned case in the Court of Common Pleas for Beaufort County, South Carolina, on the 15th day of April, 2021.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

Date: April 17, 2021

Cathy J. Provost

Cathy J. Provost, RPR/RMR

Official Circuit Reporter

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Date: April 17, 2021

Cathy J. Provost, RPR/RMR

Official Circuit Reporter

EXHIBIT B

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
	2019-CP-07-022279
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.	TRANSCRIPT OF HEARING
Rex A. Field and Tracy L. Field,	
Defendants.	

January 13, 2021
Beaufort, South Carolina

B E F O R E:

The Honorable Bentley Price, Judge Presiding

A P P E A R A N C E S:

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Beaufort, South Carolina 29903

THE COURT: All right. And it's Wilmington Savings Fund versus Rex Field. All right. I'll be happy to hear from you.

MR. RADEKER: Thank you, Your Honor. Drew Radeker here for the Fields. I was thinking as I got ready for this ready for this, what is a good analogy for the situation that gives rise to this motion, and I thought of one that I think is a good one, it's not a perfect one. And it's a football analogy. What's brought us here is the Plaintiffs fourth violation of the foreclosure administrative order of the Chief Justice in this case. To make that football analogy, it's kind of like this -- it's like, we are in a timeout. Everyone understands that we are in a timeout because we're under the stay of the administrative order. Yet, the Plaintiff keeps lining up their players and snapping the ball and trying to run for a touchdown play while we're on the sidelines in timeout, like we're supposed to be. And so, how the stay under the administrative order works during a foreclosure case is like this: The case starts out, it's commenced by serving the summons and complaint along with the notice of right to foreclosure intervention, and the case is stayed at that point.

If the Defendant or Defendants don't respond and say they want foreclosure intervention, thirty days after the service of that notice along with the other documents, the Plaintiff through Counsel can submit a certificate saying, "Hey, they have either chosen not to respond or just haven't done it," and, you know, they can default them and the case can just proceed normally, assuming that they have not pled at that point. But if they request foreclosure intervention like my clients, did -- they requested a mediation, which is one of the avenues contemplated by the order for foreclosure intervention. Their request for foreclosure intervention and for whatever reason that request does not result in a resolution of the case, then what the foreclosure Plaintiff is to do then is to serve a notice of denial of foreclosure intervention, saying either you didn't give us the documents we wanted to look at, or we looked at them and you're not eligible, or we just don't want to do what it is that you propose. Those are all appropriate responses, but what that notice must say is, "Now you've got thirty days to plead responsibly to the complaint." So, the Fields requested foreclosure intervention and they asked for a

mediation. Now, the Plaintiff, I think, main argument in response to this motion is the Fields didn't send out these -- their modification evaluation packages that we sent you. Well, the Fields didn't say they wanted to engage in a modification. That's apples and oranges. The Plaintiff has never said yes or no to whether they would participate in a mediation, which is the foreclosure intervention that the Fields wanted to do. So, the Plaintiff, in an effort to move the case along but also prevent the Fields from pleading in response to the complaint, and Your Honor doesn't need to take my word for that, you can just look at the email that is attached to our motion that was sent by Plaintiff's Counsel in an effort to say, "Ah ha! We're going to play a little procedural game, even though it's against the rules, and default the Fields so that issues never get joined in this case and we can just proceed to a foreclosure judgment." We're going to file the kind of certification that you file when people don't respond to the notice of right to foreclosure intervention at all. And it says that the Fields have refused to participate in it. We haven't refused to participate in it. We said, "This is the kind of foreclosure intervention

we want," and who has failed to give us an answer on that is the Plaintiff. It's clear that this is done for the purpose of depriving the Fields of their procedural rights, and it's against the law. It violates the Chief Justice's administrative order. Now, as a circuit judge, issues about this administrative order probably don't come before you very often. This may be the first. But in the world of the South Carolina Foreclosure Bar, this order and the requirements of it are widely understood. Everyone knows this and knows what it means. So, it's not like we're talking about some esoteric, accidental violation that the Plaintiff couldn't have understood. They understood very well what they were doing, and it's not the first one either. This is the fourth violation of the administrative order that the Plaintiff has done in this case. The first violation was before the case was even commenced, before it had even been served, and before it was proper to do so, they send up a proposed order of reference and got it sent over to the master in equity. And the purpose for doing that is pretty clear because it wasn't long after that, that they started scheduling a final hearing, even though plainly they were within the foreclosure

intervention stay period under the administrative order, and it was not proper for them to have one. That hearing got cancelled and then they contacted the Master's office to schedule another one. So, we got in it, got the order of reference vacated as improper, and that's brought us to where we are now, but they didn't stop then. Then they went and did what they've done now, which is file this certification in an effort to quote -- to quote them, "To proceed with default paperwork." My clients are not in default. This case is stayed because no notice of denial of foreclosure intervention has ever been served. What's going on here is that these violations, they are knowing, they are purposeful, they are blatant, and I don't mean to be hyperbolic when I say that. It's just that they are obvious. Looking at what I've seen other courts do in the past, there are no reported cases about sanctions under this administrative for violations the administrative order is, I've seen a court dismiss a case with prejudice. That's what we want first. That's what we would like for the Court to do is to send a message to these people that they'll hear, that speaks to them in the language that's their language, the language of money. This

is a financial institution -- that says, "If you're going to play fast and loose with people's procedural rights and try to stomp all over them like this, there are real consequences for that, because it's not one, not two, not three, but four times that they've done that in this case. This Court could dismiss the case without prejudice and make them pay our attorneys' fees. I've seen a court to that for a violation of the administrative. In each of those cases, there was only one violation of the administrative. Here, we've got four. Or the Court could strike their certification, make them pay our attorneys fees, and I'd be happy to submit an affidavit about that if Your Honor goes that route, so you can evaluate the reasonableness of them, and order them to have a mediation and for them to pay for it, because there has to be some meaningful consequence to the Plaintiff's violation of the Chief Justice's order. Because they are not thumbing their nose just at the Fields, they are thumbing their nose at the whole South Carolina Judicial System. They are saying, "Chief Justice, Chief Shmustice. We do what we want," and we can't allow that, frankly, Your Honor.

THE COURT: All right. Give me one second.

Well, my confusion comes in, Mr. Radeker, after you allege that this is their fifth violation, but I'm looking, -- as you were talking, I'm looking at the dates of these emails sent over by the Plaintiff and they are fairly extensive, and they are not really open to a whole lot of disagreement as to what they are asking for. I mean, the initial letter sent over is very clear. It says, "Drew" -- it goes through the whole thing about introducing themselves, it looks like from Mr. Page to you. Apparently, your clients indicated that they weren't acknowledging the fact that the loan had been bought out of, I guess, bankruptcy of sorts. But anyway, the last sentence simply -- so the last sentence says, "As discussed previously, this is a purchased money mortgage and my client is not willing to walk away from it, but if your clients want to consider other lost mitigation options -- there's number one they've asked for it in September of 2020 -- by assuming he agrees that we actually hold the mortgage, I might be able to get my clients on board with that. Looks like you've got another one that says, "Drew, hope you are well. Attached are payoff and reinstatement letters on this matter. I'm waiting for confirmation, but I believe these are

the only lost mitigation options," then he mentions again, "my client will consider, because of the nature of this case." Sends another one. "Attached is a lost mitigation review package if your client would like to be reviewed. Not sure if this will jive with his position that my clients don't own the loan, but they are willing to review them. Have a great weekend." That was sent on the 25th. So, its looks like three in a row, and then Mr. Page submits over what your clients will need to provide to participate in this lost mitigation. "Drew, I hope you're doing well. Does your client want to engage in the lost mitigation review?" That was sent about two weeks later on October 8th of 2020. No response. "Drew, hope you are well. I have certified compliance with the 2011 order based on the Defendant's 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 lost mitigation the additional 30 days to answer. The order specifically says, 'Reviewed and denied.' I am sending you all this email as a professional courtesy as my client has instructed me to proceed

with the default paperwork." I don't know how much more clear Mr. Page can be. I do not --

MR. RADEKER: I understand Mr. Page is being clear. Where the violation on this latest one, the most egregious one is this, is what the order requires them to do is to say, "Okay, we're denying you -- for whatever reason, we're denying you for lost mitigation of whatever sort, for foreclosure intervention as the order phrases it. Now you have 30 days to respond, but that's not what they sent in. They sent in the same kind of certification that you'd put in if nobody had ever requested foreclosure intervention at all.

THE COURT: I mean, he can't be any more clear. The fact that it may be on a different form of sorts, if he sends over four different emails saying, "Do you want to participate? This is what I'm willing to do or to speak to my clients concerning," I don't know what more else do you want? You're whole position is that there was a form or a document that was, I guess, not filed or filed in error, I mean, I don't understand what the -- I have dealt with these and I understand what Justice Toal's order is designed for, which is to give someone the opportunity to participate in some

type of mitigation if they are having mortgage issues or problems, because in 2011 everybody was having mortgage issues or problems. But the fact that your client's going to hide behind some document that they alleged that wasn't filed appropriately after he sent four or five emails, that's going nowhere with this Court at all. You can argue it and continue to argue it, but I may -- it's clear as day to me that he offered on several different attempts to have his clients participate, and he even offered it in his memorandum saying that they may still be willing to participate in mediation, but apparently your clients are hiding behind some either document that wasn't assigned appropriately or that they weren't afforded their 30 days to respond or they don't believe that he owns the loan out of bankruptcy, but that argument is -- I'm not buying one single bit of that. So, Mr. --

MR. RADEKER: Your Honor, --

THE COURT: Well, hold on. I'm going to let Mr. Page talk now. Mr. Page what would you like to tell me?

MR. PAGE: Thank you, Your Honor. As you pointed out, we're just trying to get this case to some resolution and to move it along, not just --

the bank's goal is to not take the house. What we really want to do is just get the other side to come to the table and let's engage in some type of loss mitigation to try and resolve these issues. But, you know, just as some background, we've been involved in substantial litigation at the bankruptcy court prior to even filing this action in common pleas. It's just gone on for so long, and then now to have this thrown at us, we're just not really sure, you know, the other side doesn't appear to be acting in good faith in all of this, so that's really -- I won't go into all of my points, but really, that's what we're trying to do is just get the other side to come to the table and let's have a conversation about how to resolve this default on this mortgage.

THE COURT: Mr. Page, I couldn't agree, I mean, Mr. Radeker, I couldn't agree with him more. It seems like your clients are hiding behind this document that wasn't filed to just toll the time and basically simply giving the baseless claims that they won't have a mediation, when Mr. Page has said, "We'll have the mediation." It doesn't seem like anything is happening apart from, well, let's just delay, delay, delay. I mean, what's going on?

MR. RADEKER: Your Honor, I'm happy to have the mediation. I guess, like, what I'm seeing here when I see these emails is to say the only loss mitigation options my client will consider are payoff and reinstatement, which is not what my clients said that they were interested in, but here's the rub, is they are trying to say that my clients are in default now. That's not true. That's where the egregious violation of the administrative order comes in. If this Court wants to say that their certificate is the functional equivalent of a notice of denial of foreclosure intervention, then, Your Honor, at that point you'd order we have 30 days to answer the complaint. What they're trying to do is to say you --

THE COURT: But, my point is that -- that's just delaying the inevitable, I mean, I think you could have considered that months and months ago, that essentially, that was a denial that they were going to participate because your clients didn't ever answer back saying that they wanted to participate in some type of loss mitigation. They gave options. Your clients simply could have said, "No. We're not going to participate in any of those options," but they didn't. They just stayed deaf as to what they

wanted to do other than to say that they wanted a mediation, which Mr. Page is saying his clients are willing to participate in. So, the 30-day notice to answer the complaint and me, -- or Mr. Page trying to get them in default, I disagree. I don't see Mr. Page jumping up and down saying, "They're in default. We need to move on to damages." He's saying let's try to keep this case moved along and quit the delay on behalf of your clients.

MR. RADEKER: I guess, Your Honor, I hear you that you're probably going to deny my motion, but --

THE COURT: I'm thinking about going the other way. I mean, this is -- after I've read everything and still making the arguments on behalf of your clients, I'm almost tempted to put them in default and say, "Well, you lost out. He asked you four times to participate. You're not participating. You're utilizing this delay tactic by filing the motions to dismiss because you allege that there's some document that had been filed in error." I'm tempted just to put them in default and say, "Move on. Case is over."

MR. RADEKER: I guess, Your Honor, that will be an error, you know == if we had sent the notice that says we're denying you foreclosure intervention, we

wouldn't be here.

THE COURT: All right. Here's the question. Mr. Page, are you denying them foreclosure intervention? The answer is no.

MR. PAGE: Yes, Your Honor. We're not denying, I mean, if they want to come to the table, we will negotiate with them, but in terms of the 2011 order, that's, I mean, I don't know how many more times we can reach out on that, and I filed the certificate to try and get some movement on it because I hadn't received any response to it.

THE COURT: I agree with you one hundred percent. I agree. I mean I think you've complied with it as fully as I think that the order would have contemplated. I think just because the clients are alleging that there's some deficiency, that certainly does not go against what the intent of the order -- Chief Justice Toal's order is, which is to give someone the opportunity to participate in it. But you can't, I mean, you can lead that horse to water only so many times, Mr. Page, until you've just got to walk away and let the horse, you know, thirst to death, which is what I think you're doing now, saying, "I can only take it there so many times." So, I don't know. What do you all want to

-- what do y'all propose that we do to try to get this case moved along?

MR. RADEKER: I guess, Your Honor, if you're -- you're going to be denying this motion, you've made that pretty clear, and that is to say, I'm not going to issue any sanctions, you know, here's how long the Fields have to put in a responsive pleading, and let us just handle any attempts to resolve it just as we would in any other case.

THE COURT: I'm scared to do that. I have a feeling we're going to be right back here in five months and they are still going to be alleging that any type of foreclosure proceedings are stayed, therefore I assume they're not making any payments on the house currently, and so we're going to be right back to where they're not making any payments, they're not making any good faith effort to try to resolve this with the bank, and they certainly don't want to give up their house and I don't want to take it away from them, but that's not going to resolve the case. So, if I give you 30 days to respond to the complaint, then what's the next step after that?

MR. RADEKER: Well, the next step after that is we litigate the case or we work it out. It's just like any other case at that time. But you would be

ruling that it's no longer stayed, if you were to do that, which you could do. I guess, Your Honor, if you rule that my clients are in default, then the Plaintiff's attempt to make an end run around the order will have worked.

THE COURT: I don't think that's what they tried to do. That's what you keep alleging that they were trying to do. I think your clients just keep saying that that's what they're attempting to do. I think Mr. Page has done everything he could do to attempt to try to make them come to the table with something, I mean, he's made some offers. Certainly, they can reject those. He's reached out on several occasions, in September, later in October, then obviously he had to file this at a later date. But my concern is that I give them the 30 days to answer and, then, you know, they tie it up for the next two years in litigation to not even show up to the mediation or to not do, you know, not to participate in the case. So, I mean, they've done a great job to this point of doing it. I'm just afraid that that would be a continuation of it, so I'm just trying to contemplate what we need to try to do. We're all fully aware of what is the issue in the case, the amount of money that's in the

case, all those type of things that -- I assume the discovery in this would be minimal at best, if any at all at this point in time, simply to show the clients that they own the loan and this is what they owe on it, I mean, there's two pieces of paper. But here's what I'm going to do. I'm going to allow your clients the 30 days to answer from today's date, and then I'm going to order a mediation within 60 days of that date and if it's not resolved at mediation at the close of those 60 days, then Mr. Page can file a motion for a default.

MR. RADEKER: Thank you, Your Honor.

THE COURT: All right. If you'll just prepare the order, Mr. Page, I'd appreciate it.

(Whereupon, the hearing was adjourned at 11:17 a.m.)

- - -END OF TRANSCRIPT- - -

CERTIFICATE OF REPORTER

I, Cathy L. Young, CVR-M, for the Fourteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appear, in the Circuit Court for Beaufort County, South Carolina, on the 13th day of January, 2021.

I do further certify that I am neither of kin, counsel nor interest to any party herein.

Cathy L. Young

Cathy L. Young, CVR-M
Court Reporter and Notary
Public in and for South Carolina
My Commission expires: 3-28-2029

EXHIBIT C

P.O. BOX 51850
LIVONIA MI 48151-5850
RETURN SERVICE REQUESTED

S-SFRECS20 L-1100 R-205
PAKKWC00200036 - 588427278 100142
TRACY L FIELD
PO BOX 975
ST HELENA IS SC 29920-0975

Shellpoint
Mortgage Servicing

Phone Number: 866-825-2174
Fax: 866-467-1187
Email: Lossmitigation@shellpointmtg.com
Mon - Thurs: 8:00AM-10:00PM
Fri: 8:00AM-10:00PM

08/14/2019

NOTICE OF DEFAULT AND INTENT TO ACCELERATE

RE: Deed of Trust/Mortgage Dated: 10/07/2005
Loan #: 0578584206
Property: 1 DULAMO BLUFF ROAD
SAINT HELENA ISLAND, SC 29920

Dear Mortgagor:

Shellpoint Mortgage Servicing ("Shellpoint"), acting as servicer on behalf of Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, the owner and holder of the above referenced loan (the "Loan"), and in accordance with the above referenced Deed of Trust/Mortgage ("Security Instrument") the related promissory note (the "Note"), and applicable state laws, provides you with formal notice of the following:

The Loan associated with the Security Instrument is in default for failure to pay amounts due.

To cure this default, you must pay all amounts due under the terms of the Note and Security Instrument.

As of 08/14/2019, the total amount necessary to bring the Loan current is $10,922.88 (the "Amount Due"). For the exact amount you must pay to bring the Loan current after 08/14/2019, please contact our office at 866-825-2174 as interest, payments, credits, fees and/or other permissible charges can continue to cause your loan balance to vary from day to day.

Payment to bring your loan current should be sent to:

Shellpoint Mortgage Servicing
P.O. Box 740039
Cincinnati, OH 45274-0039

You are further informed that despite any departure from the terms of your loan that may have occurred, from this point forward strict compliance with the exact terms of the loan will be required.

If you have not cured the default within forty-five (45) days of this notice, Shellpoint intends to accelerate the sums evidenced by the Note and Security instruments and declare same due and payable in full and to take other legally and contractually permitted action to collect the same, including foreclosure of the lien on the Property and sale of the Property. If such date falls on a Saturday, Sunday or legal holiday then the Due Date shall be the next business day. Any partial payment received by our office on the Loan after the date of this letter may not be applied to the reduction of the Amount Due and may be returned however any such acceptance does not waive the right to proceed with foreclosure and a new demand letter may not be sent.

You have the right to reinstate the Loan and the right to bring an action to have the foreclosure action dismissed, claim that your loan is not in default or any other defense to acceleration and sale that you may have including the right in any lawsuit for Foreclosure and Sale to argue that you kept your promises and agreements under the Note and Security Instrument and to present any other defenses that you may have. This notice remains in effect until the default is cured.

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

P 0000001 A-0578584206 0102.0406

VIA US CERTIFIED MAIL #7016 0600 0000 5995 7397

September 20, 2019

Shellpoint Mortgage Servicing
PO Box 10826
Greenville, SC 29603-0826

RE: 0578584206
Payment-in-full of all past due amounts

Attn: Shellpoint Mortgage Servicing

Please find enclosed a check in the amount of $12,468.28. This payment represents the total amount that you YOU claim to bring the above referenced account current. This payment is for (9) nine monthly payments, January through September 2019 which brings the account completely current with no other amounts due, remaining or outstanding.

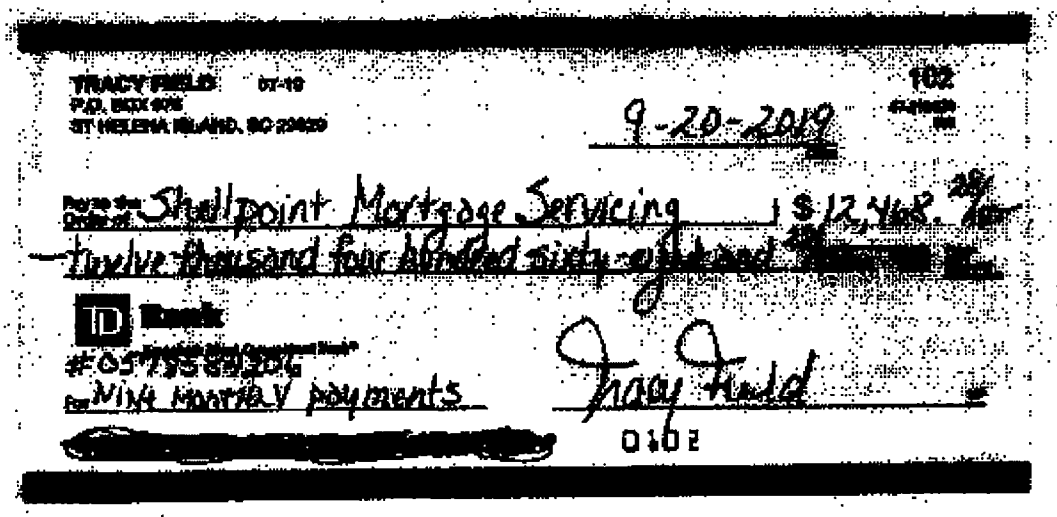
It is my understanding and it is understood by your company that this is payment-in-full for all amounts due and that there are no other charges due or any fees outstanding. By Shellpoint Mortgage Servicing cashing this check, Shellpoint agrees that this is payment-in-full of all past due amounts and payment-in-full of all outstanding fees or charges.

Sincerely,

Tracy Field

Tracy Field

DISCLAIMER: NO ADMISSION OF LIABILITY. This payment and correspondence to YOU, and past correspondence to YOU, and any future or payments or correspondence to YOU, is not an admission on our part of any liability on the pseudo "loan" or account. Further, it is not an admission of any debt; it is not an admission of the validity of a lien, note, or mortgage and it is not an admission that we owe any money to YOU or to any other person or entity.



TRACY FIELD 07-19
P.O. BOX 978
ST HELENA ISLAND, SC 29920

102

9-20-2019

Pay to the Order of Shellpoint Mortgage Servicing $ 12,468.28

Twelve thousand four hundred sixty-eight 28/100

TD Bank

#0579564206

For Nine monthly payments

Tracy Field

0102

Shellpoint
Mortgage Servicing

Loan Number: 0579564206
REX A FIELD

Property Address:
1 DULAMO BLUFF ROAD
SAINT HELENA ISLAND SC
29920

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due	
Payment Due Date	09/01/2019
Total Amount Due	$12,450.28
$14.00 late fee may be charged after 09/15/2019	
Please write clearly inside space provided	
Payment Amount	$ 12,450.28
Additional Principal	$
Late / Other Charges	$ 18.00
Additional Escrow	$
Total Amount Enclosed (Please do not send cash)	$ 12,468.28

0100011554904000045282000150940001527900576584206109011909161900

Shellpoint Mortgage Servicing

P.O. Box 10826
Greenville, SC 29603-0826
www.ShellpointMtg.com

Phone Number: (800) 365-7107
Fax: (866) 467-1184
e-Mail: LoanServicing@ShellpointMtg.com

Monday - Friday: 8am - 10pm EST
Saturday: 8am - 3pm EST

October 02, 2019

REX A FIELD
TRACY L FIELD
PO BOX 975
ST HELENA IS, SC 29920

****
*** Returned Check ***
****
Loan Number: 0578584206
Check Number: 102
Check Amount: $12,468.28

Dear Valued Customer,

Enclosed is a check we are returning to you because your loan is more than 90 days past due and you are not in an active workout with Shellpoint Mortgage Servicing ("Shellpoint").

We would like to apologize for any inconvenience experienced regarding this issue. If you would like to contact Shellpoint to discuss your options, please call our Customer Service department and ask to speak with a Loss Mitigation specialist.

If you have any questions or concerns, please contact our Customer Service department at (800) 365-7107.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número (800) 365-7107.

Sincerely,

Shellpoint Mortgage Servicing
(800) 365-7107

PLEASE SEE NEXT PAGE FOR IMPORTANT NOTICES

Please read the following important notices as they may affect your rights.

©2019 NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A NewRez Mortgage LLC in the States of Texas and Arkansas, D/B/A Shellpoint Mortgage Servicing, NMLS ID 3013

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website www.militaryonesource.mil/.

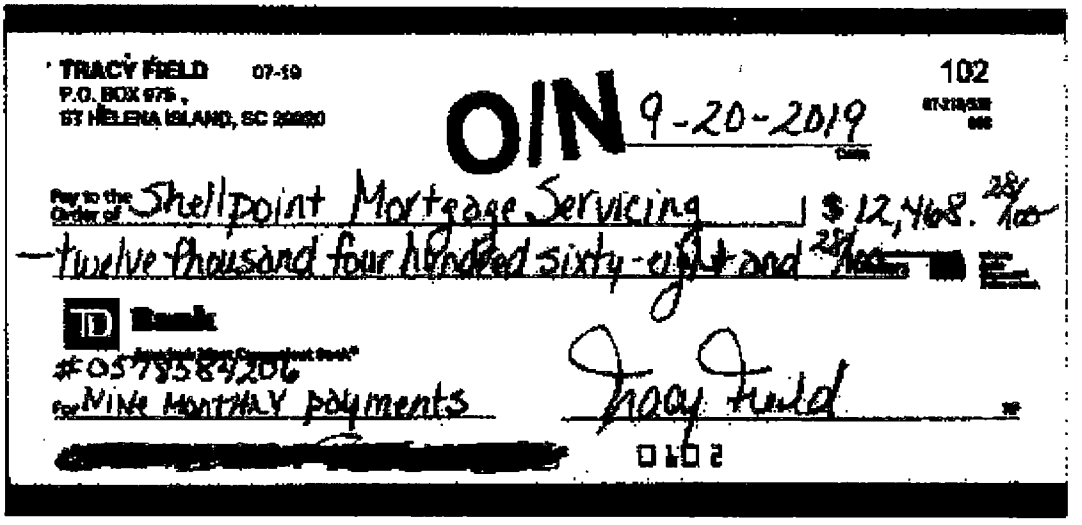
The following is a Spanish translation of the information previously provided:

Lea por favor las siguientes avisos importantes que puedan afectar sus derechos.

El objeto de la presente notificación es gestionar el cobro de la deuda, y toda información obtenida será utilizada a tal fin. La presente comunicación proviene de un agente de cobro de deudas.

Si usted es un cliente en situación de bancarrota o un cliente que ha recibido una eliminación de esta deuda por bancarrota: tenga en cuenta que esta notificación tiene como fin informarle sobre el estado de su préstamo hipotecario. Este aviso no constituye una exigencia de pago ni un aviso de responsabilidad civil contra ninguno de los destinatarios de la presente notificación, que pudiese haber recibido un descargo de este tipo de deuda de conformidad con la legislación vigente sobre bancarrota o que pudiera ser objeto de suspensión automática en virtud del Artículo 362 del Código de Bancarrota de los Estados Unidos. No obstante, puede ser una notificación de una posible aplicación de gravamen sobre la propiedad como garantía, que aún no ha sido descargada en su proceso de bancarrota.

Atención Miembros del Servicio Militar y Dependientes: Ley de Amparo Civil para miembros del servicio militar y ciertas leyes estatales proporcionan protecciones importantes para usted, incluyendo protecciones de tasas de interés y prohibiendo la ejecución hipotecaria bajo la mayoría de las circunstancias durante y doce meses después del miembro del servicio militar o otro servicio. Asesoramiento para militares con cobertura está disponible de Military OneSource (800-342-9647) y la Asistencia Legal de las Fuerzas Armadas de Estados Unidos o de otras agencias similares. Para más información por favor visite el sitio web de Military OneSource www.militaryonesource.mil/.



TRACY FIELD 07-19
P.O. BOX 975,
ST HELENA ISLAND, SC 29920

O/N 9-20-2019

102

Pay to the Order of Shellpoint Mortgage Servicing $ 12,468. 28/100

-twelve thousand four hundred sixty-eight and 28/100

TD Bank

#0575584206

For Nine Monthly payments

Tracy Field

0102

VIA US CERTIFIED MAIL #7016 0600 0000 5995 7199

October 10, 2019

Shellpoint Mortgage Servicing
PO Box 10826
Greenville, SC 29603-0826

RE: 0578584206
NOTICE OF: COMPLAINT; PAYMENT-IN-FULL; RETURNED CHECK; REFUSAL TO CREDIT/POST PAYMENT TO ACCOUNT; FRAUDULENT DEFAULT

Attn: Shellpoint Mortgage Servicing

As you are aware, on **September 28, 2019,** YOU ("Shellpoint"), received a check for payment-in-full in the amount of $12,468.28 representing the **total amount due** (principal, interest, escrow, and all late fees) that YOU documented and claimed to be the total amount to bring the above referenced account current. Thus, as of that day (September 28, 2019) and as of today, the account is current according to YOUR records on the amount that YOU claimed was due.

Nonetheless, on **October 10, 2019**, we received a letter from YOU dated October 2, 2019, YOU returned the uncashed check stamped in red-ink with the initials **O/N** on the check and refused to accept payment and failed to post the $12,468.28 payment to the above referenced account. In any event, YOU received payment-in-full on **September 28, 2019,** consequently, YOUR refusal to accept the check does not negate the fact that YOU were paid-in-full. Not only were YOU paid-in-full, YOU were also paid within the (45) forty-five day deadline that YOU demanded to avert acceleration, default, and foreclosure. Thus, there is no basis for acceleration of any alleged debt and there is no basis for a default and there is no basis for a foreclosure.

Without acceleration and/or without a default, there is no basis for YOU threatening us with foreclosure, thus any foreclosure, at best, would be a wrongful foreclosure. The above referenced payment-in-full was made, not because we believe any money is owed to YOU or anyone else, the payment was made under duress, collected by Shellpoint via fraud, and paid-in-full to YOU in an attempt to stop the onslaught of harassment, intimidation, and abuse from YOU. Further, to prevent the humiliation, embarrassment, undue burden, and stress exacted by YOU relating to further unscrupulous debt collection practices and to avert a frivolous foreclosure.

Sincerely,

Rex Field

Tracy Field

cc: Wilmington Savings Fund Society, FSB; Fannie Mae (Federal National Mortgage Association)

DISCLAIMER: *NO ADMISSION OF LIABILITY This correspondence to YOU, and past correspondence to YOU, and any future correspondence to YOU, is not an admission on our part of any liability on the pseudo "loan" or account. Further, it is not an admission of any debt, it is not an admission of the validity of a lien, note, or mortgage and it is not an admission that we owe any money to YOU or to any other person or entity.*

VIA CERTIFIED MAIL

COMPLAINT; DEMAND LETTER

October 10, 2019

Wilmington Savings Fund Society, FSB
Mr. Roger Levenson, President/CEO
500 Delaware Ave
Wilmington, DE 19801

NewRez, LLC D/B/A Shellpoint Mortgage Servicing
PO Box 10826
Greenville, SC 29603

Federal National Mortgage Association ("Fannie Mae")
Mr. Stergios Theologides, Corporate Secretary, Executive Vice President, and General Counsel
1100 15th Street NW
Washington, DC 20005

Wilmington Savings Fund Society, FSB
D/B/A CHRISTIANA TRUST, Trustee
for CSMC 2018-RPL6 Trust
500 Delaware Ave., 11th Floor
Wilmington, DE 19801

RE: Wilmington Savings Fund Society, FSB, not in its individual capacity, D/B/A CHRISTIANA TRUST, but solely as owner trustee for CSMC 2018-RPL6 Trust; NewRez, LLC D/B/A Shellpoint Mortgage Servicing Account# 0578584206; Rex A. Field and Tracy L. Field ("Homeowner(s)"); Fannie Mae Loan#1700119966

Notice to Principal is Notice to Agent, and Notice to Agent is Notice to Principal.

TO: Mr. Roger Levenson (Wilmington Savings Fund Society, FSB); Shellpoint Mortgage Servicing; and Mr. Stergios Theologides (Federal National Mortgage Association aka Fannie Mae),

As YOU are aware, Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA TRUST, Trustee for CSMC 2018-RPL6 Trust ("The Trust") purports to be the owner of a psuedo *"loan"* related to the Homeowner(s). While the Homeowner(s) deny and dispute that YOUR company and/or the Trust owns a loan related to Homeowner(s), that is not the purpose of this Complaint. Nonetheless, Shellpoint cannot identify from whom or when YOU acquired the pseudo *loan*. In fact, Shellpoint via a Ms Lotoya Tatum, under the penalty of perjury, has stated that this claim *"loan"* has not been acquired from anyone. Further, James Martin Page, Esq. of the law firm of Bell, Carrington, Price, and Gregg PLLC, under the penalty of perjury has stated that this claim *"loan"* has not been acquired from anyone. It should be noted that **"A person that files a fraudulent claim could be fined up to $500,000.00 imprisoned for up to five years, or both, 18 U.S.C. 152, 157, and 3571."**

It also should be noted that both of these individuals (Tatum and Page) filed claims under the penalty of perjury representing YOU on YOUR behalf. It should also be mentioned that James Martin Page, Esq, under the penalty of perjury, fabricated, falsified, forged, and filed fraudulent "*loan*" documents, such as a fabricated allonge, which may be subject to the above referenced penalties for filing a fraudulent claim under federal law.

Shellpoint purports to be acting on YOUR behalf, thus, YOU have a principle-agent relationship with Shellpoint which is the subject matter of this Complaint. Shellpoint's rogue collection practices are out-of control and are beyond unconscionable and egregious are too numerous to fully detail in this Complaint. Not only is Shellpoint's correspondence, acting on YOUR behalf, is woefully inaccurate, fabricated, and fraudulent, but, when the Homeowners(s) have tried to get clarification, Shellpoint purposefully manufactures more controversy, fabricates fees and falsifies statements, complicates matters further to the point that YOUR agent is damaging the Homeowners financially and causing great harm to their well-being. Shellpoint, YOUR agent, straight-up lies on the phone, they mail fabricated and fraudulent back-dated letters and statements, they have failed to respond properly for requests for information, QWR's, Notice of Error, and Validation of Debt letters and then YOUR agent, Shellpoint, proceeds to blanket the account with unsubstantiated rapid-fire **excessive** fees non-stop, and and to top it off, Shellpoint refused to post to the account a $12,468.28 paid-in-full check that they received on 9/28/2019 within the (45) forty-five day deadline for Right to Cure and then returned the check uncashed on 10/10/2019, (12) twelve days later with an invalid explanation as to why the check was returned uncashed. On a recorded phone conversation (9/25/2019) with a representative with Shellpoint the first representative said that the loan was referred to foreclosure on 9/19/2019 and I asked what was going on because the 8/14/2019 "Intent to Accelerate" letter stated Homeowner(s) had (45) forty-five days Right to Cure which put the deadline at 9/30/2019 to bring the account current. When I questioned the deadline, the representative transferred me to another senior representative (Mr. John Clewis) and he said that the foreclosure was put on hold on 9/20/2019 and that if I paid Shellpoint $12,3342.28 that there would be no foreclosure. Mr. Clewis, YOUR agent, lied, misled, and committed fraud on the Homeowner(s).

The fact that Shellpoint gave a Notice of Intent to Accelerate with a (45) day deadline that was paid-in-full by that deadline and YOU and/or YOUR agents refused to accept payment and returned the uncashed check for no valid reason is a very serious problem for YOU and YOUR company and any other agents acting on YOUR behalf such as attorneys. Shellpoint, as agent for YOU, have failed to comply with YOUR own self-imposed (45) forty-five day deadline by purposefully not posting the check and returning the uncashed check. The documentation shows that YOU and/or YOUR agents used threats, extortion, and trickery to collect the money, and then, YOU illegally forced acceleration on the Homeowner(s). YOUR false, fabricated, and fraudulent collection practices combined with YOUR false, fabricated, and fraudulent default and acceleration by means of extortion has caused untold harm to the Homeowner(s) financially, mentally, and physically. Thus, not only has Shellpoint caused serious problems for YOU, but YOU have caused serious and lasting damages on the Homeowner(s).

Homeowner(s)have been embarrassed, harassed, threatened, and bullied by Shellpoint and YOUR agents, including being lied to and misled by YOUR attorney, we have been investigated by private investigators, called, surveilled, spied on, stalked, and approached by private investigators multiple times. This is what YOUR company does and what it represents, YOU LIE, CHEAT, AND STEAL, and YOU use unscrupulous, corrupt, and illegal collection tactics, YOUR company employs goons, con-artists, corrupt debt collectors, and unscrupulous attorneys that will do anything to steal our home, rack-up unimaginable fraudulent excessive fees, and exact the maximum amount of damage to the

Homeowner(s) reputation, maximum amount of damage to the Homeowner(s) finances, and maximum amount of harm the Homeowner(s) well-being. The Homeowner(s) have been seriously damaged by YOU, YOUR company and YOUR rogue agents and attorneys.

TIMELINE AND EXHIBITS

On December 26, 2018, Homeowner(s) filed a voluntary petition for Chapter 13 protection and an Automatic Stay was in place that prohibited any debt collection activity. No payments were required to be made to YOU or Shellpoint from the time of the initial filing through the voluntary dismissal on or about **August 13, 2019**. The Adversary Proceeding was dismissed without prejudice and no attorneys fees were awarded or granted.

In a **August 14, 2019** Shellpoint Letter, one day after the voluntary dismissal, Shellpoint mailed to the Homeowner(s) a letter titled "NOTICE OF DEFAULT AND INTENT TO ACCELERATE" giving (45) FORTY-FIVE DAYS Right to Cure **demanding $10,922.88** to bring the pseudo *"loan"* current . The notice stated that if such date falls on a Saturday, Sunday, or legal holiday the due date shall be the next business day. **The deadline to cure was Monday, September 30, 2019.** ***(see exhibit A)***

On September 25, 2019, in Homeowner(s) phone conversation with Shellpoint (Mr. John Clewis), he stated that the amount to cure was **$12,342.28** and that if Homeowner(s) paid that amount, there would be no foreclosure. Further, Mr. Clewis, YOUR agent, stated on a recorded line that the foreclosure was on hold. **Mr. Clewis lied and purposefully misled the Homeowner(s).** Mr. Clewis also stated that the deadline for payment to cure was Saturday, September 28, 2019 and because it was a Saturday, the deadline would be September 30, 2019, which is consistent with the notice.

On Thursday, **September 26, 2019**, Homeowner(s)sent a check in amount of $12,468.28, more than the amount to cure. On **Saturday, September 28, 2019,** Shellpoint timely received the check from the Homeowner(s). Shellpoint received the check (payment-in-full) within the (45) forty-five day to cure the default. Thus, as a result of the payment-in-full (principal, interest, escrow, and fees) that YOU claimed that was due, the total amount due, YOU have no basis for a default and no basis for acceleration. ***(see exhibit B)***

On October, 3, 2019, Homeowner(s) received a Shellpoint Letter back-dated all the way back to **September 20, 2019**, stating that **"foreclosure proceedings have or may soon commence".** This foreclosure notice dated (9/20/2019) is dated (10) ten days before the deadline of the Right to Cure deadline of (9/30/2019), however, it was not was received until (10/3/2019) well after the deadline to cure such that the untimely back-dated notice was worthless, improper, and damaging to the Homeowner(s). Additionally, Shellpoint, YOUR agent, jumped the gun on 9/20/2019 with threats of foreclosure (10) ten days before the Right to Cure deadline, thus, the foreclosure threats back-dated (9/20/2019) shows that YOU and YOUR rogue agents never had any intention of allowing the Homeowner(s) to cure the alleged default. ***(see exhibit C)***

Unbeknownst to the Homeowner(s), the Homeowners were blind-sided on **October 10, 2019,** when Homeowner(s) received the returned uncashed check in the amount of $12,468.28 that Shellpoint had received payment-in-full on September 28, 2019 within the (45) day Right to Cure deadline. The only reason Shellpoint cited in their letter for not accepting the check was that **"because your loan is more than 90 days past due and you are not in an active workout with Shellpoint".** There was no mention by Shellpoint that the check was not the right amount or that it was not enough or that it was

not paid by the Right to Cure deadline. YOU and YOUR agents purposefully and incompetently ignored the payment-in-full and YOU took action to intentionally damage the Homeowner(s) by returning the uncashed check (12) twelve days later. The fact of the matter is that the check made the account (100) one-hundred percent current. The Homeowners(s) cured the alleged default by the deadline imposed by YOU via Shellpoint. Nonetheless, Shellpoint recklessly and with abandon, fraudulently refused the check and returned the uncashed check to the Homeowner(s) so that the Homeowner(s) would be unable to cure the default or avert acceleration by the (45) forty-five day Right to Cure deadline. YOU and YOUR agents have made it IMPOSSIBLE to cure the alleged default. In reality, the alleged default was cured and paid-in-full, the fact that YOU refused to cash the check is now YOUR problem. ***(see exhibit D)***

On October 10, 2019, Homeowner(s) filed a Complaint in a letter to Shellpoint titled "NOTICE OF: COMPLAINT; PAYMENT-IN-FULL; RETURNED CHECK; REFUSAL TO CREDIT/POST PAYMENT TO ACCOUNT; FRAUDULENT DEFAULT.***(see exhibit E)***

All of the documentation, including the attached documentation, shows that Wilmington via Shellpoint, YOUR agent, has willfully and purposefully extorted money and continues to extort money damaging the Homeowner(s) beyond belief. Wilmington, Shellpoint, and YOUR agents have illegally created a controversy when no such controversy existed, in violation of federal law. Wilmington, Shellpoint, and YOUR agents continue to use extortion and threats in their collection practices against the Homeowner(s) for the sole purpose of damaging the Homeowner(s) and steal their home.

This issue could be resolved quickly and efficiently. The only way to restore the account is to demand that YOU via Shellpoint post a new check in the amount $12,468.28 to the account showing received as of September 28, 2019, showing the amount being paid as of September 28, 2019, the date it was actually paid to Shellpoint.

DEMAND

Homeowner(s) hereby demand that YOU and/or Shellpoint, YOUR agent, resolve this matter immediately. YOU must communicate in writing to the Homeowner(s) that YOU will accept a new check in the same amount ($12,468.28) and that YOU will post it to the account showing as received on September 28, 2019 to cure the alleged default and avert acceleration. YOU have until the close of business at 5:00pm on Wednesday, October 23, 2019.

Be advised that we will not hesitate to report violations of the law to our State Attorney General, the Federal Trade Commission, Consumer Financial Protection Bureau ("CFPB"), Office of the Inspector General ("OIG"), Securities and Exchange Commission ("SEC"), Office of the Comptroller ("OCC"), Federal Housing Finance Agency, Federal Deposit Insurance Corporation ("FDIC"), Board of Governors of the Federal Reserve System, Department of Housing and Urban Development, the Better Business Bureau, and Federal, State, and Local Law Enforcement. **Homeowner(s) reserve the right to use this Complaint letter and attached exhibits, any previous Complaint letters or correspondence, and any future Complaint letters or correspondence, as evidence in any future Complaints that may be filed with the above referenced entities and regulatory bodies and Homeowner(s) reserve the right to use the evidence, exhibits, documents, correspondence, and any other information shared with Wilmington and/or Shellpoint, and/or its agents as evidence and such evidence may be used in any potential future litigation.**

Homeowner(s) hope that YOU and YOUR agents take this <u>COMPLAINT AND DEMAND</u> seriously and resolve the matter immediately.

Sincerely,

REX FIELD
PO BOX 975
ST HELENA IS, SC29920

TRACY FIELD

DISCLAIMER: NO ADMISSION OF LIABILITY. This correspondence to YOU, any of our past correspondence to YOU, and any future correspondence to YOU, is not an admission on Homeowner(s) part of any liability on the pseudo *loan, note, or mortgage or Shellpoint account.* Further, it is not an admission of any debt, validity of a lien, and it is not an admission that we owe any money to *Wilmington* or to *CSMC 2018-RPL6 Trust* or to any other person or entity.

EXHIBIT D

State of South Carolina	)	Court of Common Pleas
	)	14th Judicial Circuit
County of Beaufort	)	No. 2019-CP-07-02279
Wilmington Savings Fund Society, FSB,	)	
	)	
Plaintiff,	)	
	)	HEARING
vs.	)	
	)	September 29, 2020
Rex A. Field, et al	)	
Defendants,	)	
	)	

Hearing reported by Deborah S. Thomas, Certified Verbatim Reporter and Notary Public in and for the State of South Carolina; said hearing held before Honorable Marvin H. Dukes, III, Beaufort County Master in Equity and Special Circuit Court Judge in accordance with the South Carolina Rules of Civil Procedure, at the Beaufort County Courthouse, 102 Ribaut Road, Room 212, Beaufort, South Carolina on September 29, 2020, at the hour of 8:59 a.m.

Deborah S. Thomas, CVRM
80 Plymouth Lane
Bluffton, South Carolina 29909
(803) 206-7390

Appearances

Representing the Plaintiff:

James M. Page, Esquire
Bell Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, South Carolina 29201
mpage@bellcarrington.com

Representing the Defendants:

Andrew S. Radeker, Esquire
Harrison Radeker & Smith, PA
Post Office Box 50143
Columbia, South Carolina 29250
drew@harrisonfirm.com

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* * * * *

EXHIBIT INDEX

Exhibits: Marked at Page

(Exhibits retained by Clerk of Court.)

None proffered.

* * * * *

This hearing is conducted in accordance with the South Carolina Rules of Civil Procedure.

JUDGE DUKES: Morning. We're here in 2019-CP-07-02279. This is Wilmington versus Field. And I had this on my calendar for all outstanding motions, but I think the outstanding motion is just one and that is the motion -- oh, no. That's not true. Let's see. Motion for continuance of trial. Do we have a trial scheduled? And also the motion to vacate the reference which I'm guessing would be dispositive of the other motion. That's -- I'm happy to hear that one first.

MR. RADEKER: Thank you, Your Honor.

I believe there's actually like a few motions that are pending, but that we had agreed that what we would hear today, which was when trial was supposed to be scheduled, Your Honor had essentially already granted the continuance motion by having this hearing instead. But that what would be heard today is just the motion to vacate the order of reference because if that's granted, it would mean that those other motions would come up before somebody else.

JUDGE DUKES: Exactly. Okay. Makes sense.

MR. RADEKER: Drew Radeker here for Defendants Rex and Tracy Field for the record. Yes, this is my clients' motion to vacate the order of reference in this case.

The order of reference is actually avoid for a few reasons. One of those reasons is that it was proposed and filed before this case was ever commenced. Rule 3(a) establishes that a case is commenced upon service of the summons and complaint.

In this case, the Plaintiff filed the

complaint on October 11th. On October 16th, the Plaintiff submitted a proposed order of reference through the e-filing system. The next day, on October 17th, the clerk of court signed and filed the order of reference.

None of the Defendants, not my client or the homeowners association had been served with the summons and complaint at that time. My clients were not served with the summons and complaint until October 22nd, 2019, at which time the order of reference had already been filed.

There's actually a case in which the Court of Appeals in 1990 addressed that particular issue. And it's cited in the memorandum we -- Chabek versus Nationwide Mutual Fire Insurance Company. And in

that case, it essentially says just what I said that in South Carolina a civil action is commenced by filing and serving the summons and complaint, citing Rule 3(a) for that.

And it said until an action is commenced, there is no proceeding pending and, thus, nothing to refer. Accordingly, the only thing to do with a

purported order of reference issued under such circumstances is to recognize that it's void and vacated. It is also proposed and issued without notice to the defendant's. And it would be void for that reason, independently. Well, the Chabek, probably.

And we cited some cases in our memorandum to that effect. The one that's most on point probably is The First Palmetto State Bank and Trust versus Boyles. In that case, the Supreme Court vacated reference to a master where the reference was made four days before the filing of the answer without notice to the defendants without their consent.

Also, here it's not as (inaudible) some situation where the plaintiff might be able to argue, well, it's all harmless error because it would have been referred anyway. Here the issues

had not been joined.

Under the 2011 Administrative Order, once my clients timely request foreclosure intervention,

which they did and the record reflects, they have until 30 days from service on them of a notice of denial of foreclosure. No notice of denial of foreclosure intervention has to-date been served. And so my clients' time to answer has not run.

My clients went --

JUDGE DUKES: Uh, oh. Drew we lost the last -- reset for the sentence. You froze for a second.

MR. RADEKER: Okay. I'm sorry. It's probably by Internet connection. In any event, what I was saying is that my clients went ahead and put in a jury demand way ahead of schedule, like long before they needed to because they got until ten days from the last pleading directed at the particular claim to put that in.

Here, you know, their 30 days to put their pleading in hasn't even started. And only once the pleadings are joined either by the Defendant's default, meaning there's only one pleading, the Plaintiff's complaint, or by determining what's in the answer and counterclaim. Only then would a

determination of whether the case could properly be referred be ripe to be made.

And so on the substance, the clerk didn't have the authority to do that. I point the court -- the case isn't exactly on all fours to this, but general principles to South Carolina Community Bank versus Salon Proz because of 2017 Court of Appeals decision where the clerk of court -- the plaintiff made and filed a motion for an order of reference and sent up proposed order of reference on the second day.

Defendant had all the pleadings served and filed and answer and counterclaim with a jury demand and the Court of Appeals (inaudible) issued the order of reference under those circumstances. Also, I'd (inaudible) court to -- it's looks like an oldie but a goodie in 1887 Supreme Court case Holiday versus Holiday where the Supreme Court set aside reference to the master where the defendants had not consented to it, holding that the reference couldn't properly be made until the defendants had answered the claim.

And so, for any one of these reasons, the order of reference would need to be set aside. And so we would ask for the court to set this one aside.

JUDGE DUKES: All right. Thank you so much, Sir.

MR. RADEKER: Thank you.

JUDGE DUKES: Happy to hear from you.

MR. PAGE: Thank you, Your Honor. Martin Page for the Plaintiff. I kind of, you know, in the past talked about the background of the case, how it's really more or less dropped upon my client when Mr. Fields kind of strategically defaulted and attempted through a bankruptcy proceeding to invalidate our lien. And then that resulted in substantial delinquency that we now have to foreclose on.

So, we don't really want to be here. We would have preferred just to collect payments and gone along with it. So in terms of the 2011 order, it's pretty unique in this circumstance where, you know, we didn't really want to foreclose.

But, you know -- and I know he requested intervention after we had filed the order of reference which I don't think that's -- you know, I

think Rule 53(b) allows for the referral of a foreclosure. It doesn't really put any caveat for that. It just says an action for a foreclosure can be -- you know, may be referred. And we entered

that. We filed an order of reference, I think, with the complaint. And we had it referred shortly after there. And then we served all of it on the Defendant.

I've done that a lot and never had an issue with -- you know, obviously, if later their answers or claims that are brought that would require a jury trial, then it could be referred back at that time. But currently, it seems premature until the claims are filed to send it back, instead of just see if those actually are filed or not. That's kind of my position on it.

We, you know, would ask the court deny the order to vacate the reference. And I think, ultimately, with the postures of the parties, we'll just be back in the same situation in three months or so once we go through the circuit courts. I don't know if it -- if it will just delay the

inevitable by vacating it at this point.

JUDGE DUKES: Let me ask you this. If I vacated it, then don't we have the same three-month delay? I mean, is it -- isn't it six of one, half dozen of the other with sort of a -- sort of referring to the possible technicalities here. I mean, if I vacate the order of reference, it goes

back across the hall. The answer and counterclaim gets filed. Then the circuit court decides whether it comes back here after sorting out the jury issues. Aren't we on the same timeline?

MR. PAGE: Yeah. The only difference is the motion roster in Beaufort County is very backed up. Have a cased down there that I'm working on. It'll -- it's taking a lot longer to get heard on motions in common pleas than it would be in front of you. So that's why we prefer to keep it in front of you.

JUDGE DUKES: Well, I hear --

MR. PAGE: You know --

JUDGE DUKES: -- those, too, though

as special circuit court judge. So, is it backed up still because I was of the impression that Judge Jefferson had sliced and diced it and we were right back where we needed to be. Is it still a big delay? I guess it is it sounds like.

MR. PAGE: We just -- last one -- last week we had a hearing on some motions that were filed in April. So, I know, Judge, that's obviously the Corona virus backed everything up. So it may be moving through now, but we had some -- we're seeing a little bit of a backup.

JUDGE DUKES: Gotcha. Okay. All right. But other than that potential possible delay associated with the fact that those motions would -- and by the way, sometimes those motions get sent over here anyway on preferred case. In fact, we used to do a week of motions per month from the circuit court under the special circuit court judge order. But due to the pandemic and a variety of things, we don't have that going on right now. But certainly if there's ever a delay, this case or others, you can always ask the chief admin judge,

Judge Jefferson right now, and we can schedule stuff. That's not a problem.

Okay. Anything else, Mr. Page?

MR. PAGE: No, Your Honor.

JUDGE DUKES: Okay. Mr. Radeker, anything else, Sir?

MR. RADEKER: Just briefly. My clients -- well, my clients do not agree with the Plaintiff's recitation of facts or anything that have anything to do with the case. More to the point for this motion is that really doesn't matter to the outcome of this motion. The case law makes clear that this order of is void. And that what ultimately happened, because that once the pleadings

are joined, if someone seeks a reference at that time that that issue come up and be heard before a circuit judge, not determined by, basically, not the undetermined rubber stamped by the clerk of court.

And that's just -- that's what the law is. As a matter of law this order of references is void. Whatever delay may be occasioned by that,

(inaudible) that.

JUDGE DUKES: I think what I'm going to do is this. You know, if I denied the motion, Mr. Radeker would have no choice but to go ahead and file an appeal and this case would drag on forever. I think I'm actually doing both parties a favor by granting the motion. And you all would go across the hall, and then there'll be a decision to refer or not to refer. And then, you know, it could be under the various case law. As you all know, parts of it get referred, parts of it stay there, the whole thing. It all depends. I don't know what the counterclaim's going to be.

But I think that's probably in the interest of justice for both parties to do it that way rather than get tangled up in technicalities that really aren't going to benefit anyone.

So I think what I am going to do is grant

the motion. I'm happy to let Heather or Jackie. Jackie, you're with us. Do a Form 4 just stating -- it doesn't say a whole lot, that we heard this motion, whatever this date is, the 29th, and I'm

granting the motion, and the order of reference is vacated.

Does that suit everybody?

MR. RADEKER: Works for me, Your Honor.

JUDGE DUKES: And it may end up right back over here. The motions may end up right back over here or at least this technical issue that I can see could be an appealable issue if I denied it. And I don't think that would be in anyone's. I think it's the right thing to do to vacate it.

So, Jackie can knock that out for me and put if in my queue? Okay. All right. Thank you all so much. You all have a great Tuesday. Everybody stay safe and healthy.

(Whereupon, the hearing was concluded at 9:15 a.m.)

Certificate of Reporter

I, Deborah S. Thomas, Certified Verbatim Reporter and Notary Public in and for the State of South Carolina, do hereby certify that I reported the hearing of 2019-CP-07-02279, Wilmington Savings Fund Society, FSB v. Rex A. Field, et al, on the 29th day of September, 2020: and that the foregoing pages constitute a true and correct transcription of the said hearing.

I further certify that I am neither attorney nor counsel for, nor related to or employed by, any of the parties connected with this action, nor am I financially interested in said cause.

I further certify that the original of said transcript shall be hereafter delivered to Rex A. Field, Post Office Box 975, St. Helena, South Carolina 29920.

In witness whereof, I set my hand and sealed this 9th day of June, 2021.

Deborah S. Thomas, CVRM
and Notary Public for the
State of South Carolina

My Commission
expires 2/7/28

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: J. Martin Page, Bar No. 100200 Address: Bell Carrington Price & Gregg 339 Heyward Street, 2nd Floor Columbia, SC 29201 Phone: 803-509-5078Fax ____ E-mail: mpage@bellcarrington.comOther: ____	Defendant's Attorney: 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: cyberport@protonmail.com 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:
NOTICE OF MOTION AND MOTION THE HONORABLE BENTLY D. PRICE; AFFIDAVIT
Estimated Time Needed: 30 Court Reporter Needed: ☒**YES**/☐ **NO**

SECTION II: Motion/Order Type

☐

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

Rex Field Tracy Field
Signature of ☒ Defendants, *pro se*
Date submitted: 06/21/2021

2021 JUN 21 PM 4:09
JEANNE A. ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

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 **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

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

vs.

DEFENDANTS' AFFIDAVIT OF DOCUMENTS IN OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Rex A. Field and Tracy L. Field

Defendants/Counter-Plaintiffs

The Honorable Bentley D. Price

Rex A. Field and Tracy L. Field

(Jury Trial Demanded)

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 ROSEBEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT
2021 JUN 30 PM 4:09

VERIFICATION OF EVIDENCE

PLEASE TAKE NOTICE THAT Defendants, Rex and Tracy Field, hereby submit a sworn affidavit that the foregoing documents in the above referenced matter are true and correct based upon personal knowledge. Attached is the "List of Documents Submitted as Evidence"

Respectfully submitted,

Rex A. Field

Tracy Field

AFFIDAVIT/VERIFICATION INCLUDED

LIST OF DOCUMENTS SUBMITTED AS EVIDENCE

1. April 19, 2012 - CitiMortgage Letter
2. September 7, 2012 - Fannie Mae Letter
3. December 21, 2012 - CitiMortgage Inc. Amended Complaint
4. November 21, 2005 through February 22, 2012 - MERS Milestone Report for 1000456-0000731695-5
5. MERS Procedure Manual – Release 23
6. January 18, 2013 - Fannie Mae Resource Center Email
7. May 2, 2013 - E*Trade HELOC "Paid in Full Cancelled"
8. May 3, 2013 - Confidential Settlement Agreement and Release
9. February 4, 2015 - CitiMortgage Letter
10. October 11, 2016 - Fannie Mae Announces Pilot Sale of Reperforming Loans
11. June 13, 2018 - Fannie Mae Announces Seventh Sale of Reperforming Loans
12. June 13, 2018 - Fannie Mae Fact Sheet – Re-Performing Loan Sale FNMA 2018-RPL2
13. Fannie Mae Announces the Results of its Seventh Reperforming Loan Sale Transaction July 17, 2018
14. September 19, 2018 - State of Delaware – Divisions of Corporations – CSMC 2018-RPL6 Trust (Formation date)
15. November 7, 2018 - Mr Cooper Screen Shot of account (2 pages)
16. November 21, 2018 - Demand to Validate Debt Under Federal & State Law Letter to DLJ Mortgage Capital
17. December 14, 2018 - Select Portfolio Servicing Letter – – (Response to #16)
18. November 28, 2018 - Demand to Validate Debt under Federal & State Law Letter to Wilmington Savings Fund Society, FSB
19. December 12, 2018 - WSFS Wealth Christiana Trust – Lindsey Grunes – (Response to #18)
20. December 12, 2018 - Christiana Trust - Lindsay Grunes Emails – (3 pages)
21. December 18, 2018 - Assignment of Mortgage – Nationstar Mortgage LLC to Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust, as Owner Trustee on Behalf of CSMC

2018-RPL6 Trust

22. December 21, 2018 - Mr Cooper Letter to Homeowners

23. August 14, 2019 - Shellpoint - Notice of Default and Intent to Accelerate

24. September 20, 2019 - Homeowner's Letter and Payment-in-full to Shellpoint

25. September 20, 2019 - Shellpoint Letter to Homeowner's

26. October 2, 2019 - Shellpoint Mortgage Servicing Letter and returned check

27. October 10, 2019 – Letter to Shellpoint: Notice of; Complaint; Payment-in-full; Returned Check; Refusal to Credit/Post Payment to Account; Fraudulent Default Letter

28. October 10, 2019 - Complaint; Demand Letter to New Rez, LLC DBA Shellpoint, et al

29. October 29, 2019 - Shellpoint Letter to Homeowners (Response to #29 and #30)

30. May 11, 2021 - Form SEC Filing ABS-15G Credit Suisse First Boston Mortgage Securities Corp – Published 2020-05-11 (4 pages)

31. May 11, 2021 - CSMC 2018 RPL6 Trust – SEC Filing - AMC Diligence Executive Summary

32. Samples (6) of Assignments of Beaufort County ROD

33. Federal National Mortgage Association (FNMA) Trust Indenture

AFFIDAVIT/VERIFICATION OF DOCUMENTS

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.

Respectfully Submitted,

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

Tracy L. Field

Sworn before me, this 30th day of June, 2021

Notary Public
State of South Carolina
Beaufort County



EXHIBIT #1

CitiMortgage

citi

April 19, 2012

www.citimortgage.com

REX A FIELD
TRACY L FIELD
1 DULAMQ BLUFF RD
ST HELENA IS SC 29920-3200

Dear CitiMortgage Client(s):

This letter is in response to your recent request for information about the Owner of your mortgage loan. The Owner of your mortgage is:

FANNIE MAE 19014-000-8 A/A
DRAWER: LR
3900 WISCONSIN AVENUE, NW
WASHINGTON, D.C. 20016-2899
1-972-773-7346

CitiMortgage, Inc. is the Servicer of your mortgage. As Servicer, we have the authority to act on the Owner's behalf regarding the administration of your loan. We are responsible for collecting payments, answering questions about your account, and providing assistance if you have difficulty making your payments.

Please send all monthly payments and inquiries to CitiMortgage. Payments sent to the Owner listed above will not be credited to your loan.

To contact us you may visit our website at www.citimortgage.com or access our Automated Account Information Line, which is available 24 hours a day at 1-800-283-7918*. TTY Services are also available: Dial 711 from the United States or Dial 1-866-280-2050. Customer Service Associates are available 7 days a week:

Monday - Friday 7:00 a.m. to 12:00 a.m., ET
Saturday 8:00 a.m. to 8:00 p.m., ET
Sunday 10:00 p.m. to 10:00 p.m., ET

You may also contact us at the following address:

CitiMortgage, Inc
P.O. Box 6243
Sioux Falls, SD 57117-6243

When contacting us, refer to your mortgage account number 2003308769.

We appreciate your business and look forward to continuing to serve you in the future.

Sincerely,

Customer Service Department

©2010 CitiMortgage, Inc. CitiMortgage, Inc. does business as Citicorp Mortgage in NM. CitiMortgage, Inc. is an equal housing lender. Citi, Arc Design, and Citi and Arc Design are registered service marks of Citigroup Inc. *Calls are randomly monitored and recorded for quality assurance. CitiMortgage is a debt collector and any information obtained will be used for that purpose.

EXHIBIT #2

FannieMae

3900 Wisconsin Avenue, NW
Washington, DC 20016-2892

September 7, 2012

Mr. Rex A. & Mrs. Tracy L. Field
1 Dulamo Bluff Road
Saint Helena Island, SC 29920

RE: Request Relating to Your Mortgage

Dear Mr. & Mrs. Rex & Tracy Field,

Thank you for contacting Fannie Mae. We have confirmed that Fannie Mae is the investor on the property at 1Dulamo Bluff Road, Saint Helena Island SC 29920. If you are interested in obtaining copies of your mortgage documents, including your note, please be advised that such requests should be directed to your mortgage servicer. Similarly, you should address your question about a "proof of claim" to your mortgage servicer.

Should you have further questions, please contact the Fannie Mae Resource Center at 1-800-732-6643 during our business hours of 8:30am and 5:00pm, Monday through Friday, EST.

Sincerely,

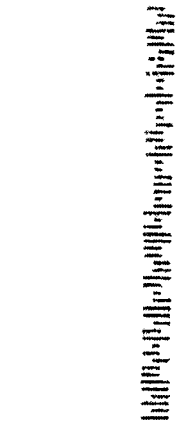
Julia
Fannie Mae's Resource Center

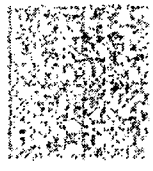
Confidential - Internal Distribution

FannieMae

3900 Wisconsin Avenue, NW
Washington, DC 20016-2892

first class mail





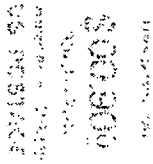


EXHIBIT #3

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	FOURTEENTH JUDICIAL CIRCUIT
CitiMortgage, Inc.,	)	Civil Action No. 2012-CP-07-00244
Plaintiff,	)	**AMENDED COMPLAINT**
vs.	)	FIRST CAUSE OF ACTION – Reformation of Deed and/or Mortgage
Rex A. Field, Tracy L. Field, E*Trade Bank,	)	SECOND CAUSE OF ACTION – Foreclosure of Real Estate Mortgage
Defendants.	)	

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

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon real estate in Beaufort County, South Carolina.

2. The Plaintiff is a corporation or other legal entity duly organized and existing under and by virtue of the laws of one of the States of The United States of America and is authorized to transact business in the State of South Carolina.

3. The Plaintiff is holder of or otherwise entitled to enforce the Note and Mortgage described hereafter and that are the subject of this action.

4. Some lien on or right, title, or interest in the real estate, the subject of this action, may be claimed by the Defendants herein.

5. Based upon a search of the public records of Beaufort County, all persons or entities have an interest or lien or possible claim in or upon the mortgaged

Mortgage is served by a servicer participating in the Home Affordable Modification Program (HAMP). Pursuant to the 2009 Administrative Order, CitiMortgage further states that the loan is owned, securitized or guaranteed by Fannie Mae or Freddie Mac. Finally, pursuant to the 2009 Administrative Order, CitiMortgage states that the loan is not subject to modification under the HAMP because the HAMP modification process was not completed following the servicer's reasonable efforts to solicit the mortgagor for HAMP but the mortgagor failed to respond by the dates indicated in the solicitations.

FOR A FIRST CAUSE OF ACTION
(Reformation Of Deed and/or Mortgage)

13. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

14. Upon review of the loan origination documentation, and the deed and surveys of record, the Plaintiff is informed and believes that due to inadvertence and error, the legal description contained in Plaintiff's mortgage does not make reference to the most recent recorded Plat.

15. The Plaintiff is informed and believes that it is entitled to an Order reforming the deed and/or Mortgage to reflect the most recent recorded Plat made by David E. Gasque, RLS, dated October 6, 2005 and recorded in the ROD for Beaufort County in Plat Book 2249 at Page 2180 to the legal description contained in Plaintiff's mortgage.

16. The legal description should read as follows:

> All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on St. Helena Island, Beaufort County, South Carolina, being shown and designated as Lot 1, Block A of 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

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Thad H. Westbrook
SC Bar No. 16635
E-Mail: thad.westbrook@nelsonmullins.com
Sarah B. Nielsen
SC Bar No. 78384
E-Mail: sarah.nielsen@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for CitiMortgage, Inc.

Columbia, South Carolina

12/21, 2012

EXHIBIT #4

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.

1027

EXHIBIT #5

MERS®

Procedures Manual

Release 23.0

Effective Date: December 10, 2012

MERSCORP, INC.
RULES OF MEMBERSHIP

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RULE 7	DISCIPLINARY ACTIONS	Page 23
RULE 8	REQUIRED ASSIGNMENTS FOR FORECLOSURE & BANKRUPTCY	Page 25
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RULE 10	INTERIM SECURITY INTERESTS	Page 31
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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] 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

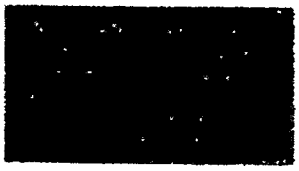
1. The Servicer registers the loan, identifying the Warehouse Gestation Lender at registration as holder of a secured interest on the MERS® System.
2. The Servicer then initiates an Option 2 transfer of beneficial rights on the MERS® System.
3. The Investor purchasing the beneficial rights confirms or 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.

EXHIBIT #6

Gmail by Google

Rex Field <dulamo1@gmail.com>

Fannie Mae

resource_center@fanniemae.com <resource_center@fanniemae.com> Fri, Jan 18, 2013 at 5:00 PM
To: dulamo1@gmail.com

Dear Rex and Tracy Field,

1 & 2. The ownership of your mortgage loan was transferred to Fannie Mae as of December 2005 from CitiMortgage.
3. & 4 Your request regarding MBS trust securitized is considered confidential, non-public information that Fannie Mae can not provide.

Questions:
1. Fannie Mae is the investor of your mortgage loan.
2. See answers 1& 2 above.
3. Please be advised that your request for your mortgage note status should be directed to your mortgage servicer.
4. Please be advised that FM is the investor of your mortgage loan and Citimortgage is the servicer.
5. Your request for Pool#, Trust and Pool number of where your loan was sold/securitized to is considered confidential, non-public information that Fannie Mae can not provide.

David
Fannie Mae Resource Center

EXHIBIT #7

RECORDATION REQUESTED BY:
E*TRADE Bank
Consumer Lending Headquarters
671 North Glebe Road

BEAUFORT COUNTY SC - ROD
BK 02249 PGS 2181-2187
FILE NUM 2005087765
10/13/2005 11:12:44 AM
REC'D BY R WEBB RCPT# 368467
RECORDING FEES 13.00

PAID IN FULL
CANCELLED
5/2/2013

BEAUFORT COUNTY SC- ROD
BK 03238 PGS 2377-2378
DATE: 05/03/2013 11:39:36 AM
INST # 2013024510 RCPT# 709996

HAVING RECEIVED FULL SATISFACTION OF THE WITHIN MORTGAGE WE THE MORTGAGEE E*TRADE BANK HEREBY AUTHORIZE CLERK OF Beaufort COUNTY, SC TO CANCEL SAME OF RECORD.
E*TRADE BANK
BY: Rosemary Shearer
OPERATIONS OFFICER

SEND TAX NOTICES TO:
REX A FIELD
TRACY L FIELD
851 OLD CHAPIN RD
LEXINGTON, SC 29072

WITNESS
John F Pigani

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Rosemary Shearer 4/10 728127

E*TRADEBANK

19

MORTGAGE

MAXIMUM LIEN. The amount of indebtedness secured by this Mortgage, including the outstanding amount of the Credit Agreement and all future advances shall at no time exceed the principal amount of $82,000.00, plus interest, reasonable attorneys' fees, court costs and the expenses to preserve and protect the Property. Interest under the Credit Agreement will be deferred, accrued or capitalized, but Lender shall not be required to defer, accrue or capitalize any interest except as provided in the Credit Agreement.

THIS MORTGAGE dated October 7, 2005, is made and executed between REX A FIELD, whose address is 851 OLD CHAPIN RD, LEXINGTON, SC 29072 and TRACY L FIELD, whose address is 851 OLD CHAPIN RD, LEXINGTON, SC 29072 (referred to below as "Grantor") and E*TRADE Bank, whose address is 671 North Glebe Road, Arlington, VA 22203 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in BEAUFORT County, State of South Carolina:**

See Attached Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 1 DULAMO BLUFF ROAD, SAINT HELENA ISLAND, SC 29920. The Real Property tax identification number is R300 011 000 0090 0000.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor up to a maximum principal amount of $82,000.00 so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance. This Mortgage shall remain an open mortgage of record to secure future advances in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976) even in the event all sums secured by this Mortgage may be fully paid at any one time; however, upon request of Grantor, Lender will cause this Mortgage to be released and cancelled of record upon full payment of all Indebtedness then owing, and upon such cancellation of this Mortgage of record, this Mortgage shall become null and void. Such release shall be without charge to Grantor; however, Grantor shall pay all costs of recordation, if any, and all documentary stamps due on the Credit Agreement evidencing future advances secured by this Mortgage.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of South Carolina as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means REX A FIELD and TRACY L FIELD and includes all co-signers and co-makers signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated October 7, 2005, **with credit limit of $82,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is September 7, 2022.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means REX A FIELD and TRACY L FIELD.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, earned interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means E*TRADE Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X _____
REX A FIELD

X _____
TRACY L FIELD

Signed, acknowledged and delivered in the presence of:

X _____
Witness

X _____
Witness

EXHIBIT #8

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

I. PARTIES

This Confidential Settlement Agreement and Release ("Agreement") is entered into by and between Rex A. Field and Tracy L. Field (the "Fields") and E*TRADE Bank ("E*TRADE"). The Fields and E*TRADE shall be referred to collectively as "the Parties." This release is effective as of the undersigned date (the "Effective Date").

II. RECITALS

a. The Fields are owners of certain real property located at 1 Dulamo Bluff Rd., Saint Helena Island, SC 29920 (the "Property").

b. On or about January 23, 2012, Citimortgage Inc. ("CITI") filed a Summons and Complaint with the Beaufort County, SC Clerk of Court for foreclosure as against the Fields, naming E*TRADE as Defendant by virtue of its status as a holder of a junior mortgage. This action was captioned as 2012-CP-07-00244 (the "Action").

c. On August 7, 2012 E*TRADE filed an Answer to CITI's Complaint, requesting that its interests be protected and to be notified of any surplus funds should there be any.

d. On October 9, 2012 the Fields filed a Cross Claim and Affirmative Defenses as against E*TRADE, claiming various causes of action.

e. E*TRADE denies these allegations in their entirety.

f. In order to avoid further costs of litigation, E*TRADE has agreed to provide a cancellation of that certain mortgage of which it is the current beneficiary, originally recorded in Book 2249 at Page 1281 of the Beaufort County, SC Register of Deeds (the "E*TRADE Mortgage").

g. E*TRADE also agrees to cancel, satisfy, and release the Note which was executed contemporaneously with the E*TRADE Mortgage and release the Fields from all liability of the debt obligation under and associated with the Note (the "E*TRADE Note").

h. The Parties hereto wish to resolve all the disputes between them, asserted or unasserted, related to the Cross Claims and the allegations therein, without admission of any liability.

III. AGREEMENT

NOW, THEREFORE, in consideration of these promises and the mutual covenants set forth herein and for valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows in order to avoid the costs and uncertainties of litigation:

1. Recitals. The foregoing recitals are confirmed by the Parties as true and correct and are incorporated herein by reference. The recitals are a substantive and contractual part of this Agreement.

2. Settlement Procedures. In consideration for the Parties' promises and covenants contained herein, the parties agree to the following terms:

a. Cancellation of E*TRADE Mortgage: E*TRADE shall stamp the original E*TRADE Mortgage in its possession with a stamp reading "HAVING RECEIVED FULL SATISFACTION OF THE WITHIN MORTGAGE, WE THE MORTGAGEE E*TRADE BANK HEREBY AUTHORIZE CLERK OF BEAUFORT COUNTY, SOUTH CAROLINA TO CANCEL SAME OF RECORD". Said notation shall be dated and signed by an officer of E*TRADE Bank, the signature to be witnessed by an officer or his deputy. Said document shall cancel the mortgage recorded in Book 2249 at Page 1281 of the Beaufort County, SC Register of Deeds and to be recorded upon the execution of this fully executed agreement.

b. The Fields will fully execute this agreement and file an executed copy of a dismissal of their Cross Claims against E*TRADE in the Action with the Beaufort County, SC Clerk of Court.

c. 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.

d. E*TRADE may be required to charge off the subject E*TRADE Note and report the charge off through required tax filings. If E*TRADE or its successors and assigns, reports any charge-off to the IRS that would generate a Cancellation of Debt 1099-C or a taxable event to the Fields, said tax reporting shall be done in the calendar year of 2013. The Fields understand that they may have tax liabilities or consequences resulting from said charge-off.

e. E*TRADE shall deliver cancelled E*TRADE Note document to the Fields upon the execution of this fully executed agreement.

f. Parties acknowledge that E*TRADE's "Cancellation of Mortgage" is to be filed together with the documents for the Fields' "Dismissal of Cross Claims" will be filed simultaneously with the Clerk of Court in the Beaufort County Courthouse.

3. Released Matters

a. Upon execution of this Agreement, the Fields hereby release and forever discharge, on their behalf and on behalf of their heirs, agents, and legal representatives, E*TRADE as well as each of their respective current and former legal representatives, officers, attorneys, insurers, employees, agents, subsidiaries, parents and related entities from any and all known or unknown claims, demands and causes of action of any sort and all damages which the Fields now or hereafter can, shall or may have relating to or in any way connected with the Allegations or the Complaint and that could have been brought against E*TRADE, in the Action.

b. Upon execution of this Agreement, 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.

4. Dismissal With Prejudice. As additional consideration for the covenants and agreements set forth herein, the Fields shall file with Beaufort County SC Clerk of Court, a Notice of Dismissal with Prejudice of the Complaint. From and after the execution of this Agreement, the Fields agree to take no further action to prosecute the cross claims or pursue any other Released Matters.

5. Settlement Not an Admission. This Agreement, and any negotiations or proceedings connected with it, shall not in any event constitute or be construed as, or be deemed to be evidence of an admission of or concession of any wrongdoing by any Party hereto.

6. Representations.

a. The Fields represent and warrant that they have not sold, transferred, conveyed, assigned, or otherwise disposed of any right, title or interest in any of the Released

Matters herein to any person or entity. The Fields further represent and warrant 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 any of the Released Matters covered by this Agreement. The Fields further affirm that they are fully capable of executing this Agreement and understands its contents and further, that they may have legal counsel of their own choice explain the legal effect of signing this Agreement.

b. 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.

7. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and may not be modified or amended except in a signed writing.

8. Confidentiality. The Parties shall keep the terms of this Agreement and all Released Matters confidential. The intent of the confidentiality provision of this Agreement is to prevent overt and intentional publicity regarding the protected information, including, but not limited to any media press release, media interview, or posted in any way on the internet via blogging, social media, video, etc. The Parties and their agents shall not post or otherwise disclose any information about the Released Matters or this Agreement on the Internet or any other paper or electronic media outlet, including but not limited to news organizations, websites, newspapers, email, Facebook, MySpace, Twitter, etc. If and when third parties inquire about the Released Matters or this Agreement, the Parties may advise such third parties only that such matters were resolved as between the Parties and have been concluded. The Agreement shall not extend to or prevent disclosures by the Fields to family or close confidants, such being natural and not reasonably avoidable expressions during the exercise of personal human dialogue. Further, disclosure of the protected information shall be permitted to the extent necessary by both Parties to consult with business advisors, tax advisors, financial advisors, legal counsel, and insurers, to enforce payment terms of this Agreement before the Court, and to comply with other requirements of law including any regulatory authority, court orders, government investigations, or subpoenas.

9. Non-Disparagement. The Parties agree that they will at all times hereafter refrain from making any untrue statements or representations regarding the other party, or regarding another party's conduct, business practices, standards, or reputation, whether orally or in

writing, which is damaging to, or which disrupts, impairs or reflects negatively on the other party or its business.

10. Validity of Agreement. Should any clause, sentence, paragraph or other part of this Agreement be finally adjudged by any court of competent jurisdiction to be unconstitutional, invalid or in any way unenforceable, such adjudication shall not affect, impair, invalidate or nullify the remainder of the Agreement, but shall affect only the clause, sentence, paragraph or other parts so adjudged.

11. Signing in Counterparts. This Agreement may be executed in counterparts and/or by facsimile signatures with the same force and effect as if executed in one complete document with the original signature of all Parties.

12. Notice. In the event that notice to one of the Parties must be provided under the terms of this Agreement, notice is deemed provided by sending the required notice and/or documents and materials via certified U.S. Mail, with postage prepaid, to the respective addresses:

a. **For Rex and Tracy Field:**

Rex Field and Tracy Field
1 Dulamo Bluff Rd
Saint Helena Island, SC 29920

b. **For E*TRADE:**

Marc S. Asbill Brock & Scott
5121 Parkway Plaza Blvd
Charlotte, NC 28217

13. Costs and Fees. Each Party agrees to bear the expense of its own attorney's fees and costs in connection with the matters addressed herein.

14. Agreement Pertains Only to the Released Matters. This Agreement pertains only to the Released Matters defined above and nothing in this Agreement shall be deemed or construed as a modification of or a release of or from any other accounts, agreements, debts, loans, promissory notes, mortgages, security agreements, contracts, liabilities, or obligations the Parties now have or may have in the future (or any one of them, or any combination of them) that are not specifically and expressly described in detail in this Agreement. The paragraph and any subparagraph headings contained in this Agreement are for the purposes of convenience and ready reference only, and they do not purport to, and shall not be deemed to, define, limit, extend the scope or intent of, or affect in any way the meaning or interpretation of this Agreement or any of its parts.

15. Release of Unknown Claims. The Parties intend, in executing this Agreement and doing the acts called for herein, that this Agreement constitutes a full and final accord and satisfaction and settlement of and a bar to each and every item hereby released. In connection with such waiver, the Parties acknowledge that they are aware that they may hereafter discover facts different from or in addition to the facts the Parties now know or believe to be true.

16. Tax Consequences. The Fields acknowledge that they have not sought, received or relied on E*TRADE, E*TRADE's counsel, or any agent of E*TRADE, for any tax advice of any kind with respect to the effects of this Agreement, the Release, or the delivery or payment of any consideration identified herein and that E*TRADE may be required to file certain 1099 or other information reports with the United States Internal Revenue Service pursuant to the terms of this Agreement. The Fields been advised to consult with tax counsel of their own choice to seek legal and tax advice regarding the taxability or non-taxability of consideration provided herein.

17. Governing Law. This Settlement Agreement shall be governed and interpreted according to all controlling applicable Federal, State, and local statues.

IN WITNESS WHEREOF, the Parties hereto evidence their agreement and have executed this Agreement as of the day and year first below written.

This the 3 day of May 2013.

Rex A Field (seal)
REX FIELD

Tracy Y Field (seal)
TRACY FIELD

(seal)
MARC S. ASBILL ATTORNEY
FOR E*TRADE BANK

CitiMortgage
February 4, 2015

REX A FIELD
TRACY L FIELD
PO BOX 975
ST HELENA IS SC 29920-0975

Dear CitiMortgage Client(s):

This letter is in response to your recent request for information about the Owner of your mortgage loan. The information below identifies your loan with the Owner and also provides your loan Owner's contact information.

1700119966
Federal National Mortgage Association
3900 Wisconsin Ave, NW
Washington, DC 20016-2899
800-732-6643

CitiMortgage, Inc. is the Servicer of your mortgage. As Servicer, we have the authority to act on the Owner's behalf regarding the administration of your loan. We are responsible for collecting payments, answering questions about your account, and providing assistance if you have difficulty making your payments.

Please send all monthly payments and inquiries to CitiMortgage. Payments sent to the Owner listed above will not be credited to your loan.

To contact us visit our website at www.citimortgage.com or access our Automated Account Information Line, which is available 24 hours a day at 1-800-283-7918*. Representatives are available Monday through Friday from 8:00 a.m. to 10:00 p.m., ET, and Saturday from 8:00 a.m. to 6:00 p.m., ET. To access TTY services, dial 711 from the United States or dial 1-866-280-2050 from Puerto Rico. When you contact us, refer to your mortgage account, 2003308769.

We appreciate your business and look forward to continuing to serve you in the future.

Sincerely,

Customer Service Department

Calls are randomly monitored and recorded for quality assurance. CitiMortgage is a debt collector and any information obtained will be used for that purpose
©2013 CitiMortgage, Inc. CitiMortgage, Inc. is an equal housing lender.

CitiMortgage, Inc.
PO Box 6243
Sioux Falls, SD 57117-6243

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Mortgage

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EXHIBIT #10

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 #11

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.

EXHIBIT #12

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 $936.2 million in UPB, Pool 3 is approximately $1.2 billion in UPB and Pool 4 is approximately $3.6 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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EXHIBIT #13

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 $1,196,172,664; 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.

EXHIBIT #14

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:	8/19/2016 (mm/dd/yyyy)
Entity Name:	CSMC 2016-RPL8 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 #15

ESCROW

This loan has been paid off. Any escrow overages will be refunded to you by mail within 30 days from the payoff effective date.

GOT QUESTIONS? WE'VE GOT ANSWERS

Check out the resources below, and head over to our support library (/support/overview) for much more. It's open 24/7, and you'll never have to wait on hold.

Prefer the phone? You can give us a call at . Click here for hours.

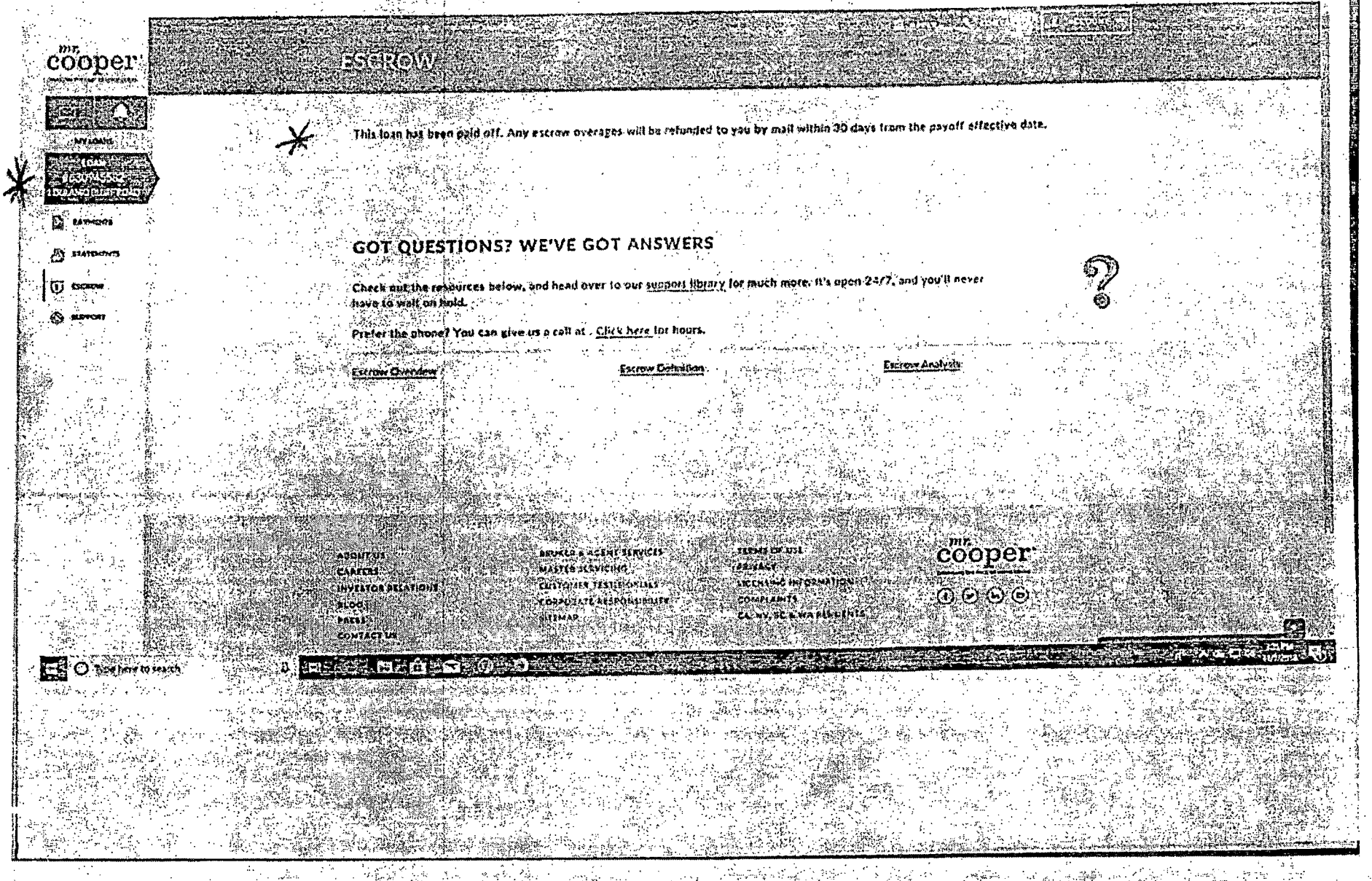


Escrow Overview (/support/escrow)

Escrow Definition (/support/escrow/definition)

Escrow Analysis (/support/escrow/analysis)

Account # 630 945 582



1065

EXHIBIT #16

DEMAND TO VALIDATE DEBT UNDER FEDERAL & STATE LAW

VIA CERTIFIED MAIL Return Receipt# 7008 2810 0002 4387 6497
November 21, 2018

Headquarters Address:
DLJ Mortgage Capital, Inc.
Mr. Patrick Remmert
President/Managing Director
Eleven Madison Avenue, 15th Floor
New York, NY 10010-3602

FROM:
Rex A. Field & Tracy L. Field
Mailing address:
PO Box 975
St. Helena Is., SC 29920

Subject Alleged Mortgage Loan Property address:
1 Dulamo Bluff Rd., Saint. Helena Island, SC 29920

Alleged Investor: DLJ Mortgage Capital, Inc.; CSMC 2018-RPL6 Trust
Alleged Debt Collection Agecy: New Penn Finacial d/b/a Shellpoint Mortgage Servicing
Alleged Account# 0578584206

TO: DLJ Mortgage Capital, Inc., (a subsidiary of Credit Suisse AG); CSMC 2018-RPL6 Trust; Credit Suisse Securities USA (LLC); Credit Suisse First Boston Mortgage Acceptance Corp.; Credit Suisse First Boston Mortgage Securities Corp.; and Asset Backed Securities Corporation

Notice to Principal is Notice to Agent, and Notice to Agent is Notice to Principal.

NOTE: RESPONSE TO THE FOLLOWING QUESTIONS AND REQUESTS IS NOT OPTIONAL.

1. It has come to my attention that ***DLJ Mortgage Capital, Inc.***(a subsidiary of Credit Suisse AG) hereinafter **("DLJ")**, that ("DLJ"), based on an allegation by a Debt Collector, is the new owner to the above referenced alleged subject "*mortgage loan*", if the subject *mortgage loan* exists. It has come to my attention that ***CSMC 2018-RPL6 Trust*** hereinafter **("the Trust")**, based on an allegation by a different Debt Collector, that "the Trust" ", is the new owner to the above referenced alleged subject "*mortgage loan*", if the subject mortgage exists. And, there is another competing and contradictory allegation by a Debt Collector that ***"Wilmington Savings Fund Society, FSB in its individual capacity"***, hereinafter **("Wilmington")**, is the new owner of the above referenced subject "*mortgage loan*".

Please be advised that this letter is being sent to you in response to a Notice that was mailed by to me by a Debt Collector relating to *"Notice of Sale of Ownership of Mortgage Loan on 9/25/2018"*, hereinafter ("Notice") and information provided to me by other Debt Collectors. Be advised that when this request refers to **"YOU", "YOUR" , "YOURSELF"** it is referring to **DLJ Mortgage Capital, Inc.(a subsidiary of Credit Suisse AG); Credit Suisse Securities USA (LLC); Credit Suisse First Boston Mortgage Acceptance Corp.; Credit Suisse First Boston Mortgage Securities Corp.; and Asset Backed Securities Corporation.**

2. A Debt Collector alleges that YOU, as the alleged Investor and/or Owner of the subject *"mortgage loan"* and is attempting to collect a debt on YOUR behalf. I need to verification and validation from YOU and/or ("the Trust") and/or ("Wilmington") , the existence of any debt that you claim an interest or hold a note and/or mortgage and the amount of the debt alleged and if YOU and/or ("the Trust") and/or ("Wilmington") have authorized any Debt Collection Agency or any person or entity to collect on the above referenced *"mortgage loan"* on YOUR behalf or on the ("the Trust") behalf or on ("Wilmington") behalf.
3. Pursuant to the Fair Debt Collection Practices Act ("FDCPA"), YOU are defined as a Debt Collector. YOU **are required <u>within (5) five days of the initial communication</u>** from 10/23/2018, YOU, ('the Trust"), ("Wilmington") and/or "the Debt Collector(s)" must send a letter advising me, amongst other things, of the amount that I allegedly owe, whom I allegedly owe, and a statement advising me that if I dispute the debt or any portion of it within (30) thirty days, that collections will cease until the debt is validated, **<u>I never received such a "Notice" from anyone.</u>** This is being sent to YOU pursuant to the Fair Debt Collection Practices Act. 15 USC 1692g Sec. 809(8), stating YOUR claim is disputed and validation is requested. This is NOT a request for "verification" or proof of my mailing address, but a request for VALIDATION made pursuant to the above-named Title and Section. I respectfully request YOUR offices, to provide me with **<u>competent evidence</u>** that I have any legal obligation to pay YOU and/or that I have any legal obligation to pay (the Trust"), if the trust actually exists and/or that I have any legal obligation to pay ("Wilmington"). No real property records exists in the Beaufort County, SC Courthouse records relating to "the Debt Collectors(s)" allegations of a *"new owner"*. As such, **I hereby demand strict proof of a *"new owner"* of the alleged subject mortgage loan.**

4. Pursuant the alleged "*Notice of Sale of Ownership of Mortgage Loan* ("Notice") dated October 23, 2018, alleging a *"new owner"* of the alleged subject mortgage, the alleged subject *mortgage loan* allegedly transferred on or about September 25, 2018. The Debt Collector was not a servicer on 9/25/2018 when the alleged subject mortgage transferred to YOU and/or ("the Trust") and/or ("Wilmington"), nor was the Debt Collector a servicer on 10/23/2018 when the "Notice" was mailed to me. The predecessor Debt Collector did not send any such "Notice".
5. The Debt Collector's "Notice" suggests that the alleged subject mortgage may be subject to claims that it was utilized by YOU, ("Wilmington") and/or as an asset in "the Trust" as a securitization scheme. There is no evidence that any debt, note, or mortgage was purchased by anyone, including YOU, ("Wilmington") or ("the Trust"). If there had been a debt purchase by YOU, ("Wilmington"), and/or ("the Trust"), the Debt Collector would refer to evidence that YOU, ("Wilmington"), and/or ("the Trust") paid money for a debt that was owned by a specified preceding party. The Debt Collector, YOU, ("Wilmington"), and/or the ("Trust") have not identified a preceding party, such as a predecessor owner of the alleged debt. Instead, YOU, ("Wilmington"), and/or "the Trust" are relying on legal presumptions carried in forged and fabricated documents and/or documents that do no exist. Despite there having been no money movement on the debt by virtue of an actual purchase and sale, nonetheless, YOU, ("Wilmington"), "the Trust", and the Debt Collector essentially want me (property owner) to presume that YOU, ("Wilmington"), and/or ("the Trust") is a debt purchaser, when YOU, ("Wilmington"), and/or ("the Trust") have not purchased the debt and have shown no evidence of the debt. There is no evidence that "the Trust" actually exists and there is no evidence that YOU, ("Wilmington"), ("the Trust") and/or "the Debt Collector(s)" are licensed as a Debt Collection Agency in the State of South Carolina or in the states that YOU and they are attempting to collect from.
6. Presumably, ("the Trust"), if in existence, was allegedly created as a **("DST")** under the **Delaware Statutory Trust Act, ("the Act")** as an unregistered security, in theory, to provide a statutory regime to govern its existence as a special entity designed to serve a group of accredited investors. "The Trust", in theory, may hold title to real estate, other assets, and/or indebtedness for a group of investors for the tax advantages afforded in **1031 exchanges or barter exchanges of real property, tax swaps, transfers, unsecured debt, and/or debt collection schemes.** There is no evidence that YOU, ("Wilmington"), and/or (the"Trust") paid any money in connection with the creation or funding of ("the Trust"). With respect to recording

property transfers and transfer taxes, "the Trust", in theory, allegedly employs **non-recorded** real property transactions. Thus, "the Trust", in theory, is transferring debt and/or "mortgage loans" in the cloak of secrecy with the mechanics of multiple and/or frequent transfers without recording these transfers in the public records in the local juridictions. Nonetheless, the foreclosure mills show up in Court with "Lost Note Affidavits" and/or "Lost Mortgage Affidavits" attempting to legitimize and enforce loan documents that do not exist and/or are unenforceable.

7. In order for "the Trust" to exist, formation under "**the Act**", requires the following: (i) a governing instrument (a "**Trust Agreement**"), (ii) a "**Certificate of Trust**" filed with the Office of the Secretary of State of the State of Delaware (the "Delaware Secretary of State"), (iii) one or more trustees, and (iv) one or more beneficial owners.
8. The governing instrument ("**Trust Agreement**") is the document or documents governing the creation and internal affairs presumably of the"**the Trust**", if it exists, and the conduct of its activities. The "Trust Agreement" must be in writing and executed on or prior to the filing of the "Certificate of Trust".
9. The "**Certificate of Trust**" is required filing for "the Trust", if it exists. The "Certificate of Trust" to be filed with the Delaware Secretary of State and is the only document that needs to be filed with the Delaware Secretary of State in connection with the creation of the "the Trust". The "Certificate of Trust" is required to contain the name of "the Trust" and the name and address of one trustee in the State of Delaware. Additional matters may be included in the "Certificate of Trust", though most parties choose to include such matters in the governing instrument ("Trust Agreement")" instead.
10. The alleged trust, ("**the Trust**"), if it exists, must have at least one trustee and may have more than one trustee. The trustee may be a beneficial owner or **may not** be a beneficial owner.
11. **Beneficial Owners** under the "Act", a beneficial owner is defined as one who is the **owner of a beneficial interest of the Trust, not specific property**. The "Act" leaves it to the "**Trust Agreement**" to set out the details of the rights, obligations and activities associated with beneficial ownership. **A beneficial owner may acquire its interest through the contribution of cash, property or services rendered or the promise to make such a contribution. However, the "Act" also allows a person to become a beneficial owner of ("the Trust"), if it exists, without making or promising to make a contribution.** Under the "Act", unless the "Trust Agreement" provides otherwise, a beneficial owner is entitled to the same limitation of

personal liability extended to stockholders of private, for profit corporations for profit organized under the General Corporation Law of the State of Delaware.

12. **RIGHTS IN TRUST PROPERTY of ("the Trust"),** if it exists, unless the *"Trust Agreement"* provides otherwise, a beneficial owner of "the Trust", has an undivided beneficial interest in the property of ("the Trust"). In addition, except to the extent provided otherwise in the "Trust Agreement", **a beneficial owner of ("the Trust") has no interest in specific property of "the Trust". Thus, YOU, ("Wilmington") and/or CSMC 2018-RPL6 Trust, if it exists, has no interest in any specific property of ("the Trust"), more specifically, if YOU, ("Wilmington") and/or ("the Trust") are Benefical Owner(s), none of you hold an interest in the specific mortgage or debt itself.** Unless provided otherwise in the "Trust Agreement", a beneficial interest is freely transferable similar to stocks, bonds, and mutual funds. Under the "Act", no creditor of a beneficial owner or of a trustee, in its individual capacity, has the right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to the property of "the Trust".
13. **MERGER, CONSOLIDATION, AND CONVERSION of "the Trust",** if it exists. "The Act" permits "the Trust" to merge or consolidate with one or more Delaware Statutory Trusts (DST's) or other business entities. In addition, "the Act" permits any other business entity to convert into "the Trust" and permits "the Trust" to convert into another business entity. The conversion of "the Trust" does not require that "the Trust" wind up its affairs. In addition, for purposes of Delaware law, the conversion vests in the other business entity all of the rights, privileges, powers, property and debts of "the Trust", and upon effectiveness of the conversion, the other business entity is deemed to be the same entity as "the Trust", if it exists. It has come to my attention, pursuant to the public record, that the YOU, ("Wilmington"), and the Debt Collector(s) and/or "the Trust" have masterminded and executed numerous Delaware Statutory Trust Mergers, Consolidations, and Consolidations whereby you merely bartered, exchanged, and or swapped one massive DST loan portfolio for another DST portfolio with no record or evidence of any money changing hands for so-called purchases and no record or evidence of the underlying mortgages being assigned or recorded in the local jurisdictions.
14. A ("DST") is governed by the terms of the Trust Agreement. DST's have increasingly been used as a form of 1031 exchanges or barter of Real Property, Real Estate Investment Trusts (REITs), and mutual funds. To form a ("DST"), a private trust agreement must be developed by all involved parties. The signatures of the trustee(s) involved are then required, followed by

submission of the forms to the Division of Corporations, along with a one-time $200 processing fee. If the statutory trust is, or will become, a **registered investment company**, it must maintain a registered agent and a registered office within the State of Delaware. A taxpayer may exchange real property for an interest in the Delaware Statutory Trust described above without recognition of gain or loss under **§ 1031**, if the other requirements of **§ 1031** are satisfied. DST's are legal entities, separate from their trustee(s). DST's for federal tax purposes, making them a pass through entity that mitigates taxation for their trustee(s). Real property, being held under a ("DST"), is eligible to use a 1031 exchange, without the recognition of gain or loss, as long as the following **seven restrictions** are met:

(1) Once the offering is closed, there can be no future contributions to the DST by either current or new beneficiaries;

(2) The trustee cannot renegotiate the terms of the existing loans and cannot borrow any new funds from any party, unless a loan default exists as a result of a tenant bankruptcy or insolvency;

(3) The trustee cannot reinvest the proceeds from the sale of its real estate;

(4) The trustee is limited to making capital expenditures with respect to the property for normal repair and maintenance, minor nonstructural capital improvements, and those required by law;

(5) Any reserves or cash held between distribution dates can only be invested in short-term debt obligations;

(6) All cash, other than necessary reserves, must be distributed on a current basis;

(7) The trustee cannot enter into new leases, or renegotiate the current leases unless there is a need due to a tenant bankruptcy or insolvency.

15. ("DST's") are funded when Investor entities advance money, real property, and other services to a broker dealer (investment bank) for the purchase of a bond (or other promise to repay) issued by the ("DST") and promised interest income and repayment of the investment, together with an undivided ownership interest in the assets of the ("DST"). This plan of "securitization" calls for the broker dealer to distribute the proceeds of the sale of the bond or debt to the "DST", and that the distribution was to be made to the "Trustee" of the "the DST". Distributions from the sale of the bonds or indebtedness constituted funding the "DST". According to the requirements of the Internal Revenue Code, once the offering is closed, there can be no future contributions to the DST by either current or new beneficiaries. Therefore, it would appear that

investors who advance money for the origination or acquisition of loans would be the direct and only creditors and not ("the Trust") itself, if it exists, or any intermediary bank or conduit such as YOURSELF or ("Wilmington"). It also follows that if ("the Trust") did not originate or acquire the loans that any intermediary claiming to be the servicer or Debt Collector may not have explicit authority for the individual investors to act as an intermediary and/or servicer. **I therefore request that YOU, ("Wilmington") and/or ("the Trust") provide proof of authority to act as servicer, conduit, depositor, sponsor, securitizer, trustee or intermediary on behalf of all the investors (or any other creditor that you claim to represent), or such investors (or creditors) that may have conferred such authority upon you. If you deny any of the facts or events described in this paragraph, please state which facts you contend are incorrect. If it is possible for you to do so, please state the correct facts or events.**

16. Based on applicable rules, regulations, and laws governing the processing, accounting, receipts, disbursements, and enforcement of debt, YOU, and/or ("Wilmington") and/or ("the Trust") and/or ("The Debt Collector") are a servicer if you control, process, receive, or disburse funds relating to the alleged subject debt. Regardless of whether you possess actual or legal authority to act as a servicer, it appears that YOU, ("Wilmington"), and/or ("the Trust") and/or ("the Debt Collector") may have performed those functions in connection with the alleged subject *"mortgage loan"*. I am, therefore, addressing this letter to you in your intermediary capacity (regardless of whether there is actual or apparent authority for you to act as such). As such, you are obliged to disburse funds to the investor(s)/creditor(s). **Please identify any and all parties to whom YOU, ("Wilmington"), and/or ("the Trust") disbursed funds relating to the alleged subject debt. Please provide a copy of any distribution report related to disbursements by you or known by you that were received by the investors/creditors. If there is a difference between the amount of money you received from any party relating to the subject debt, and the amount of money you distributed to any third party (including the investor or creditor) with respect to the subject debt, please state the reason for the difference between the two amounts.**
17. **Please state whether YOU, ("Wilmington") and/or ("the Trust") claim legal ownership of the subject debt, or if you have advanced funds for the origination, or if YOU, ("Wilmington") and/or ("the Trust") have advanced funds for the purchase of the debt, or if YOU, ("Wilmington"), and/or ("the Trust") are the legal owner(s) of the account**

receivable that is unpaid after all appropriate credits have been allocated.

18. I ask for this information because there are some questions about this debt arising from Debt Collector(s) previous disclosures about the debt. The questions relate to the origination, ownership, and balance of the loan due, and whether payments received by or on behalf of the creditor were properly received and allocated. **Because of these questions, please consider the debt to be disputed at this time.** This dispute relates to the principal balance due and the computation of past, current, and future interests due on the subject debt, and therefore the computation of past, current, and future payments that are required by the loan agreement (if any) reciting the terms of payment. If you stop your collection of this debt, and forward or return it to another bank or company, please indicate to them that it is disputed. If you report it to a credit bureau (or have already done so), also report that the debt is disputed. In addition, you should state in any report that you have failed to fully verify the debt in response to my request (unless you have already provided all the necessary information).
19. **If you fail to provide any of the information or documentation I have asked for, please state why the information or documentation was withheld.**
20. I assume you are aware of the Fair Debt Collection Practices Act, in addition to the South Carolina Fair Debt Collection Practices Act laws regarding debt collection practices. **Under such laws, I am asserting my right to receive the following information to the below-stated requests.**
21. **Do YOU claim ownership over part or all of the subject debt?** If yes, please state the date of the transaction in which the ("DLJ") acquired ownership of the subject debt, or the date on which the ("DLJ") became the owner of the subject debt by operation of law.
22. Have YOU ever claimed ownership over part or all of the subject debt, past or present? If yes, please state the date of the transaction in which the ("DLJ") acquired ownership of the subject debt, or the date on which the ("DLJ") became the owner of the subject debt by operation of law.
23. Does CSMC 2018-RPL6 Trust **("the Trust")** claim ownership over part or all of the subject debt? If yes, please state the date of the transaction in which the ("the Trust") acquired ownership of the subject **debt**, or the date on which ("the Trust") became the owner of the subject **debt** by operation of law.
24. Does ("Wilmington") claim ownership over part or all of the subject **debt**? If yes, please state the date of the transaction in which the ("Wilmington") acquired ownership of the subject **debt**,

or the date on which ("Wilmington") the became the owner of the subject **debt** by operation of law.

25. Does Fannie Mae claim ownership over part or all of the subject **debt**? If yes, please state the date of the transaction in which the Fannie Mae acquired ownership of the subject **debt**, or the date on which Fannie Mae became the owner of the subject **debt** by operation of law.
26. Has Fannie Mae ever claimed ownership over part or all of the subject debt, past or present? If yes, please state the date of the transaction in which Fannie Mae acquired ownership of the subject debt, or the date on which Fannie Mae became the owner of the subject debt by operation of law.
27. Does ANY Trust claim ownership over part or all of the subject **debt**? If yes, please state the date of the transaction in which the Trust acquired ownership of the subject **debt**, or the date on which the Trust became the owner of the subject **debt** by operation of law.
28. My definition of a **"Lender"** is a party who loaned money to me ("the borrower") in relation to the alleged subject debt. If you define the word "Lender" differently, please state your definition. **Please identify the name and contact information of the lender in relation to the subject debt.**
29. Was this lender the actual source of funds that was used to loan money to the borrower in relation to the subject debt?
30. Was there more than one lender?
31. How much money was loaned to me?
32. What was the starting principal balance and loan number for the account relating to the subject debt?
33. **What is the present principal balance claimed by you as to the subject debt?** If you are excluding payments received by the investors/creditors or agents, servicers, or their representatives from third party sources, such as servicer advances, FDIC and/or Fannie Mae loss sharing agreements, insurance, credit default swaps, Lender title claims or any other payment arising out of the existence of the alleged subject debt (or any Trust or asset pool claiming ownership of the subject debt), please explain why you are not allocating the receipt of those payments to discharge of the principal balance or interest due.
34. Is the Payee on the note the actual creditor who advanced funds to the borrower or on behalf of the borrower?

35. Is the mortgagee on the mortgage the actual creditor who advanced funds at the closing of the loan?

36. **What is the balance of the debt you claim to be owed by me?**

37. **To whom is the debt owed?**

38. Have there been payments received by or on behalf of the creditor that are not reflected in your answers to previous questions? If yes, please identify the parties who received said payments. If your answer is in the affirmative, why did you exclude such payments? Said payments include servicer advances, insurance, credit default swaps, Lender title claims, other instruments of agreements of hedge, and insurance guarantee.

39. Please identify the payments to creditor that have been excluded and provide the documents upon which the payments were made or received. Have there been payments received by agents or conduits of the creditor that are not reflected in your previous answers. If yes, please identify the parties who received said payments. If your answer is in the affirmative, why did you exclude such payments? Said payments include servicer advances, insurance, credit default swaps, Lender title claims, sponsors, trustees, securitizers, other instruments of agreements of hedge, and insurance guarantee.

40. Please identify the payments to creditor that have been excluded and provide the documents upon which the payments were made or received.

41. Do YOU have a professional debt collection license from the State of South Carolina, New York, Pennsylvania, and Michigan?? Yes or No? If so, provide the date of the license, the name on the license, the license number, and the name, address and telephone number of the state agency issuing the license.

42. Does ("The Trust"") have a professional debt collection license from the State of South Carolina, New York, Pennsylvania, and Michigan?? Yes or No? If so, provide the date of the license, the name on the license, the license number, and the name, address and telephone number of the state agency issuing the license.

43. Does ("Wilmington") have a professional debt collection license from the State of South Carolina, New York, Pennsylvania, and Michigan?? Yes or No? If so, provide the date of the license, the name on the license, the license number, and the name, address and telephone number of the state agency issuing the license.

44. If YOU, ("Wilmington"), ("the Trust"), and the Debt Collector(s) are attempting to collect a debt from a place outside of my home state, are YOU, ("Wilmington"), ("the Trust"), and the

Debt Collector(s)have a debt collection license from those states? If so, provide the date of the license(s), the name on the license(s), the license number(s), and the name, address and telephone number of the state agency issuing the license.

45. In order for YOU, ("Wilmington"), and ("the Trust") to show that the "the Trust" actually exists, please provide how the formation of ("the Trust") occurred of under **"the Act"** or otherwise, including the following: (i) a governing instrument (a **"Trust Agreement"**), (ii) a **"Certificate of Trust"** filed with the Office of the Secretary of State of the State of Delaware (the "Delaware Secretary of State"), (iii) list of all trustees, and (iv) and a list of all beneficial owners. If the Trust was formed under the laws of a different state, please provide the above referenced Trust documents from that state.
46. Please provide proof that the alleged subject "mortgage" is held in the ("the Trust")
47. Please provide a true and accurate copy the genuine *blue ink* subject mortgage as it exists today in its current form, complete with all current ink stamps, initials, or other writings
48. Please provide proof that the alleged debt (note) is held in the YOU.
49. Please provide proof that the alleged subject "mortgage" is held by ("DLJ")
50. Please provide proof that the alleged debt (note) is held in the ("the Trust")
51. Please provide proof that the alleged subject "mortgage" is held by ("the Trust")
52. Please provide proof that the alleged debt (note) is held by ("Wilmington")
53. Please provide proof that the alleged debt "mortgage" is held by ("Wilmington")
54. What is your definition of the creditor on the alleged debt?
55. Who is the current creditor (as defined above) of the alleged subject loan?
56. Who was the source of funds at the time of origination of the alleged subject loan? Please provide documentation corroborating your answer above. This includes but is not limited to cancelled checks, ACH confirmations, wire transfer receipts, wire transfer instructions, and check 21 confirmations.
57. What are the terms of repayment to the creditor as to interest rate, principal, and periodic payments?
58. **Who or what is the current legal owner of the "debt"?** If YOU, ("Wilmington"), and/or ("the Trust") claim to be the owner, please state the date of the transaction or other event by which YOU, ("Wilmington"), and/or ("the Trust") became the legal owner of the alleged subject debt. **Please provide proof of both the payment, if any, and legal transfer of the subject debt to YOU, ("Wilmington"), and/or ("the Trust")**

59. Please provide copies of the original paperwork that established and created the subject debt? Does this include the wire transfer receipt?

60. Please provide copies of any documentation, such as cancelled checks, wire transfer receipts and wire transfer instructions, or closing instructions, for the origination of the loan you seek to enforce against me.

61. Please provide copies of **all written agreements that establish ownership or any plan of ownership of the debt**, including assignments; endorsements; sale of the loan; assignment and assumption agreements; trust agreements; trust indenture; pooling and servicing agreements; prospectus; bond indenture; contracts for insurance or credit default swaps; contracts for master servicer or master trustee; contracts for sub-servicer; contracts for guaranty; powers of attorney; contracts or documentation of cross-collateralization; and contracts for implementation of over-collateralization. This includes, but is not limited to, legal instruments, correspondence, emails, or electronic media.

62. **Provide a complete list of all prior and current owners of the debt, including the date of transfers or assignments of the debt.**

63. Provide proof of payment or other consideration for each transfer of the debt.

64. Please provide documentation corroborating your answer above. This includes but is not limited to cancelled checks, ACH confirmations, wire transfer receipts, wire transfer instructions, and check 21 confirmations.

65. **Provide a written statement in which you declare that the applicable statute of limitations has not run on this debt, thereby establishing YOU are legally entitled to collect the debt.**

66. Provide an accounting of all payments made against the debt and an accounting of all fees, charges, costs, legal fees, penalties, and interest charged because of the debt. If you do not have this information, please identify the name and contact information of a party who does have information relating to this request.

67. Provide an accounting of all payments made against any instrument deriving its value, either directly or indirectly, from the debt, and an accounting of all fees, charges, costs, legal fees, penalties, and interest charged because of said instrument.

68. If there have been any other changes or adjustments since the last billing statement from the original creditor, **please provide full verification and documentation of the amount YOU are trying to collect.** Explain how that amount was calculated. In addition, explain how the other changes or adjustments are expressly authorized by the agreement creating the debt or permitted by law.

69. Provide each and every time you have filed a report with any of the credit bureaus as it relates to my credit report. Provide the exact content of each report filed with any of the credit bureaus as it relates to my credit report.

70. Have YOU, ("Wilmington"), and/or ("the Trust") made payments to any other party as a result of your receipt of payments from me? If yes, who was the party that was paid? Provide documentation and proof of payment for all such payments to third parties.

71. Has any predecessor made payments to any other party as a result of their receipt of payments from me? If you do not have this information, please identify the name and contact information of a party who does have information relating to this request. If yes, who was the party that was paid? What was the amount of said payment(s)? Provide documentation and proof of payment for all such payments to third parties. If there is a difference between the amount of the payment required by the note signed by me, and the amount of the actual payment, please explain both the difference and who decided to disburse an alternative payment to the creditor.

72. Is any party, including YOU, ("Wilmington"), and/or ("the Trust"), obligated to make any payment of principal or interest in relation to the subject debt? If the answer to this question is "Yes", please identify the co-obligor and provide documentation showing the obligation of the co-obligor. If the answer to this question is "Yes", please identify which payments were received from any party, other than myself, on account of, or relating to, the debt. This includes, but is not limited to, servicer advances, insurance of any kind, proceeds paid pursuant to contract (e.g. credit default swaps), guarantees, lender title claims, buybacks, or any other payment received by any person or entity relating to either the debt or any instrument deriving its value in whole or in part from the debt.

73. The "Notice" sent to me from the Debt Collector is woefully inadequate and insufficient and is not proper "Notice" pursuant to the FDCPA. The "Notice" does not identify the amount of the alleged debt or the name of the Creditor and fails to identify the previous owner of the debt and how YOU, ("Wilmington"), and/or ("the Trust")became the new owner of an enforceable mortgage lien with the associated debt, if any. Accordingly, the "Notice" refers solely to the transfer of the mortgage, not the debt or the amount of the debt or the validity of the debt.

Given that the alleged subject mortgage has been purged from the MERS Milestone Report and is inactive and that the mortgage has been deemed extinguished, the alleged subject mortgage is fraught with fabricated and fraudulently recorded robo-signed mortgage assignments, breaks in the chain of

title, paid lender title claims, multiple, conflicting and contradictory ownership claims, some recorded, some not, and multiple unrecorded assignments and claims of phantom assignments that never occurred. MERS records show that the lien has been extinguished, and other entities claim that the debt has been paid in full. Thus, YOU, ("Wilmington"), and/or ("the Trust") or anyone else does not have an enforceable mortgage lien or any identifiable debt to collect. **A Servicer or a Debt Collector can not service a debt that it can not identify to whom the debt is owed or identify the debt itself.**

Because YOU, ("Wilmington"), and/or ("the Trust") have failed to identify the debt, failed to identify the amount of the debt, failed to identify the chain of title of the debt (note) and mortgage lien, failed to identify the person or entity from whom you acquired the debt and mortgage (the "Seller"), as such, I do not believe that I owe any money to YOU, ("Wilmington"), and/or ("the Trust") and **I demand strict proof and validation of the debt,** amount of the debt, ownership of the debt(note) and the ownership of a enforceable mortgage lien, and the proper chain of title of the debt(note) and mortgage lien, with the proper note endorsements and mortgage assignments from inception to the alleged current owner.

I have disputed this debt; therefore, until validated you know your information concerning this debt is inaccurate. Thus, if you have already reported this debt to any credit-reporting agency (CRA) or Credit Bureau (CB) then, you must immediately inform them of my dispute with this debt. Reporting information that you know to be inaccurate or failing to report information correctly violates the Fair Credit Reporting Act § 1681s-2.

In 2009, President Obama signed the Helping Families Save Their Homes Act of 2009 into law. Among other things, it amended the Truth in Lending Act ("the Act") to require that borrowers get notice when the mortgage debt on their primary home has been sold, transferred, or assigned to a **new creditor. What the "Notice" should say must include:**

1. its identity, address, and telephone number of the new creditor;
2. the date of the transfer;
3. how to reach an agent or party having authority to act on behalf of the new creditor;
4. the location where the transfer of ownership of the debt is recorded in the public records, and
5. any other relevant information regarding the new creditor.

YOU, ("Wilmington"), and/or ("the Trust") have failed to provide ALL (5) five items required above. Lack of proper "Notice" from YOU, ("Wilmington"), and/or ("the Trust") shows that there is not an enforceable mortgage and/or debt in existence. **It is an admission on YOUR part that YOU,**

("Wilmington"), and/or ("the Trust") are not the Investor/Owner of the alleged subject "mortgage loan" and that it is extinguished, unenforceable, paid in full, non-existent, uncollectable, statue of limitations has run, and that YOU, ("Wilmington"), and/or ("the Trust") have no rights or claims therein.

It is clear that these pseudo-affidavits and/or transfers are frauds in the public record and are deceptive. If YOU, ("Wilmington"), and/or ("the Trust") claim to hold a note and/or mortgage, YOU, ("Wilmington"), and/or ("the Trust") are holding these instruments with the knowledge that they are defective, unenforceable, null, and voided.

If YOU, ("Wilmington"), and/or ("the Trust") have NOT authorized ANY Debt Collector and/or Servicer to collect a debt on YOUR, ("Wilmington"), and/or ("the Trust") behalf, please state that YOU, ("Wilmington"), and/or ("the Trust") HAVE NOT AUTHORIZED ANY DEBT COLLECTORS OR SERVICERS TO COLLECT on the alleged subject "*mortgage loan*".

Also be advised that I will not hesitate to report violations of the law to my State Attorney General, the Federal Trade Commission, CFPB, the Better Business Bureau, Federal and State Regulators, and Local Law Enforcement.

All collection activity must cease and desist until you have provided me with all of the requested information contained in this letter and until we have had 60 days to review the requested information. Furthermore, you shall cease and desist making any contact by telephone, email, text, or facsimile to my home, place of employment, to my relatives or friends, and to any of my co-workers. In fact, you must cease and desist making any and all above-mentioned contact to any person or entity. You may only contact me, in writing, by regular mail to the "*mailing address*" on this letter, NOT the property address

Thank you in advance for your prompt attention to this letter.

Sincerely,

Rex Field

EXHIBIT #17

SPS | SELECT Portfolio SERVICING, inc.

December 14, 2018

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

Dear Customer(s):

Thank you for your correspondence. We regret we are unable to find an account with the information provided.

To assist us in completing your request, please contact us with the following information:

- Customer's full name
- Property address
- SPS account number
- Customer's social security number
- Summary of your request or inquiry

Please contact our Customer Service Department toll-free at 800-258-8602, Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time. If you prefer to write, please mail the information to us at:

Select Portfolio Servicing, Inc.
PO Box 65250 Salt Lake City, UT 84165-0250

Sincerely,

Customer Service
Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llamenos al numero 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.

AD990 1640

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EXHIBIT #18

DEMAND TO VALIDATE DEBT UNDER FEDERAL & STATE LAW

VIA CERTIFIED MAIL Return Receipt# 7008 2810 0002 4387 6503
November 28, 2018

Headquarters Address:
Wilmington Savings Fund Society, FSB
Mr. Patrick Ward
Executive Vice President and Board Member
P. O. Box 1889
Wilmington, DE 19899

FROM:
Rex A. Field & Tracy L. Field
Mailing address:
PO Box 975
St. Helena Is., SC 29920

Subject Alleged Mortgage Loan Property address:
1 Dulamo Bluff Rd., Saint. Helena Island, SC 29920

Alleged Investor(s): Wilmington Savings Fund Society, FSB, in its individual capacity; Wilmington Savings Fund Society, FSB as Trustee CSMC 2018-RPL6 Trust; Wilmington Savings Fund Society, FSB, as "Beneficial Owner" of CSMC 2018-RPL6 Trust; DLJ Mortgage Capital, Inc., (a subsidiary of Credit Suisse AG); CSMC 2018-RPL6 Trust; Credit Suisse Securities USA (LLC); Credit Suisse First Boston Mortgage Acceptance Corp.; Credit Suisse First Boston Mortgage Securities Corp.; Asset Backed Securities Corporation
Alleged Debt Collection Agency: New Penn Finacial d/b/a Shellpoint Mortgage Servicing
Alleged Account# 0578584206

TO: Mr. Patrick Ward; Wilmington Savings Fund Society, FSB, in its individual capacity; Wilmington Savings Fund Society, FSB as Trustee CSMC 2018-RPL6 Trust; Wilmington Savings Fund Society, FSB, as "Beneficial Owner"; Wilmington Savings Fund Society; Wilmington Financial Corporation.

Notice to Principal is Notice to Agent, and Notice to Agent is Notice to Principal.

NOTE: RESPONSE TO THE FOLLOWING QUESTIONS AND REQUESTS IS NOT OPTIONAL.

1. It has come to my attention that ***Wilmington Savings Fund Society, FSB***, in its individual capacity; and/or Wilmington Savings Fund Society, FSB as Trustee(s) CSMC 2018-RPL6 Trust; and/or Wilmington Savings Fund Society, FSB, as "Beneficial Owner(s)" of CSMC 2018-RPL6 Trust, and/or Wilmington Savings Fund Society; and/or Wilmington Financial Corporation **(hereinafter "Wilmington")**, based on an allegation by a Debt Collector, that ("Wilmington") is the new owner to the above referenced alleged subject "*mortgage loan*", if the subject

"mortgage loan" exists. It has come to my attention that the ***CSMC 2018-RPL6 Trust*** hereinafter **("the Trust")**, based on an allegation by a different Debt Collector, that "the Trust" is the new owner to the above referenced alleged subject *"mortgage loan"*, if the subject ("Trust") and the alleged subject *"mortgage loan"* exists. And, there is yet another competing and contradictory allegation by a Debt Collector that ***"Wilmington Savings Fund Society, FSB in its individual capacity"***, is the new owner of the above referenced subject *"mortgage loan"*.

2. Please be advised that this letter is being sent to you in response to a Notice that was mailed by to me by a Debt Collector titled *"Notice of Sale of Ownership of Mortgage Loan on 9/25/2018"*, hereinafter ("Notice") and information provided to me by other Debt Collectors, including, but not limited to Shellpoint Mortgage Servicing, LLC. Be advised that when this request refers to **"YOU", "YOUR" , "YOURSELF"** it is referring to Wilmington Savings Fund Society, FSB, in its individual capacity; Wilmington Savings Fund Society, FSB as Trustee(s) CSMC 2018-RPL6 Trust; Wilmington Savings Fund Society, FSB, as "Beneficial Owner(s) of CSMC 2018-RPL6 Trust"; Wilmington Savings Fund Society, FSB as "Registered Agent" of ("the Trust"); Wilmington Savings Fund Society; and Wilmington Financial Corporation.
3. Please be advised that when this request refers to **("the Trust")** it is referring to **CSMC 2018-RPL6 Trust**
4. Please be advised that when this request refers to **("DLJ")** it is referring to **DLJ Mortgage Capital, Inc.** (a subsidiary of Credit Suisse AG); Credit Suisse Securities USA (LLC); Credit Suisse First Boston Mortgage Acceptance Corp.; Credit Suisse First Boston Mortgage Securities Corp.; and Asset Backed Securities Corporation.
5. Please be advised that when this request refers to **("Shellpoint")** it is referring to ***New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing*** *is a wholly-owned* subsidiary of Shellpoint Partners LLC, a Delaware limited liability company; Shellpoint Partners LLC is a wholly-owned subsidiary of NRM Acquisition LLC and NRM Acquisition II LLC, Delaware limited liability companies; Both NRM Acquisition entities are wholly-owned subsidiaries of New Residential Mortgage LLC, a Delaware limited liability company; New Residential Mortgage LLC is a wholly-owned subsidiary of New Residential Investment Corporation, a Delaware corporation; and New Residential Investment Corporation is publicly traded on the New York Stock Exchange under the ticker symbol NRZ.

6. **"Shellpoint"** alleges that **YOU** are the *"new owner"* of the subject *"mortgage loan"* and "Shellpoint" is attempting to collect the above referenced "mortgage loan" on YOUR behalf. I need to verification and validation from YOU and/or and/or ("DLJ") , the existence of any debt that you claim an interest or that YOU hold a note and mortgage and the amount of the debt alleged and if YOU and/or ("the Trust") and/or ("DLJ") have authorized any Debt Collection Agency, including ("Shellpoint") or any person or entity to collect on the above referenced *"mortgage loan"* on YOUR behalf or on the ("the Trust") behalf or on ("DLJ") behalf.
7. Pursuant to the Fair Debt Collection Practices Act ("FDCPA"), YOU are defined as a Debt Collector. YOU **are required <u>within (5) five days of the initial communication</u>**, YOU, ('the Trust"), ("DLJ") and/or ("Shellpoint") and/or "the Debt Collector(s)" must send a letter advising me, amongst other things, of the amount that I allegedly owe, whom I allegedly owe, and a statement advising me that if I dispute the debt or any portion of it within (30) thirty days, that collections will cease until the debt is validated, **<u>I never received such a "Notice" from anyone.</u>** This is being sent to YOU pursuant to the **Fair Debt Collection Practices Act. 15 USC 1692g Sec. 809(8)**, stating YOUR claim is disputed and validation is requested. This is NOT a request for "verification" or proof of my mailing address, but a request for VALIDATION made pursuant to the above-named Title and Section. I respectfully request YOUR offices, to provide me with **<u>competent evidence</u>** that I have any legal obligation to pay YOU and/or that I have any legal obligation to pay (the Trust"), if the trust actually exists and/or that I have any legal obligation to pay ("DLJ"). No real property records exists in the Beaufort County, SC Courthouse records relating to "the Debt Collectors(s)" allegations of a *"new owner"*. As such, **I hereby demand strict proof of a *"new owner"* of the alleged subject mortgage loan.**
8. Pursuant the alleged "*Notice of Sale of Ownership of Mortgage Loan* ("Notice") dated October 23, 2018, alleging a *"new owner"* of the alleged subject mortgage, the alleged subject *"mortgage loan"* allegedly transferred on or about September 25, 2018. The Debt Collector was not a servicer on 9/25/2018 when the alleged subject mortgage transferred to YOU and/or ("the Trust") and/or ("DLJ"), nor was the Debt Collector a servicer when the "Notice" was mailed to me. The predecessor Debt Collector did not send any such "Notice".
9. The Debt Collector's "Notice" suggests that the alleged subject mortgage may be subject to claims that it was utilized by YOU, ("DLJ") and/or as an asset in ("the Trust") as a

securitization scheme. There is no evidence that any debt, note, or mortgage was purchased by anyone, including YOU, ("DLJ") or ("the Trust"). If there had been a debt purchase by YOU, ("DLJ"), and/or ("the Trust"), the Debt Collector would refer to evidence that YOU, ("DLJ"), and/or ("the Trust") paid money for a debt that was owned by a specified preceding party. ("Shellpoint"), Debt Collector(s), YOU, ("DLJ"), and/or the ("Trust") have not identified a preceding party, such as a predecessor owner of the alleged debt. Instead, YOU, ("DLJ"), ("the Trust") and ("Shellpoint") are relying on legal presumptions carried in forged and fabricated documents and/or documents that do no exist. Despite there having been no money movement on the debt by virtue of an actual purchase and sale, nonetheless, YOU, ("DLJ"), ("the Trust"), and ("Shellpoint") essentially want me to presume that YOU, ("DLJ"), and/or ("the Trust") is a debt purchaser, when YOU, ("DLJ"), and/or ("the Trust") have not purchased the debt and have shown no evidence of the debt. There is no evidence that ("the Trust") actually exists and there is no evidence that YOU, ("DLJ"), ("the Trust") and/or ("Shellpoint") are licensed as a Debt Collection Agency in the State of South Carolina and in the states that YOU and they are attempting to collect from, including Michigan, Pennsylvania, New York, and Delaware.

10. Presumably, ("the Trust"), if in existence, was allegedly created as a **("DST")** under the **Delaware Statutory Trust Act, ("the Act")** as an unregistered security, in theory, to provide a statutory regime to govern its existence as a special entity designed to serve a group of accredited investors. ("The Trust"), in theory, may hold title to real estate, other assets, and/or indebtedness for a group of investors for the tax advantages afforded in **1031 exchanges or barter exchanges of real property, tax swaps, transfers, unsecured debt, and/or debt collection schemes.** There is no evidence that YOU, ("DLJ"), and/or (the"Trust") paid any money in connection with the creation or funding of ("the Trust"). With respect to recording property transfers and transfer taxes, "the Trust", in theory, allegedly employs **non-recorded** real property transactions. Thus, ("the Trust"), in theory, is transferring debt and/or mortgages in the cloak of secrecy with the mechanics of multiple and/or frequent transfers without recording these transfers in the public records in the local jurisdictions. Nonetheless, the foreclosure mills show up in Court with "Lost Note Affidavits" and/or "Lost Mortgage Affidavits" with false and fabricated documents attempting to legitimize and enforce loan documents that do not exist and/or are unenforceable.

11. In order for ("the Trust") to exist, formation under **"the Act"**, requires the following: (i) a governing instrument (a **"Trust Agreement"**), (ii) a **"Certificate of Trust"** filed with the

Office of the Secretary of State of the State of Delaware (the "Delaware Secretary of State"), (iii) one or more trustees, and (iv) one or more beneficial owners.

12. The governing instrument **("Trust Agreement")** is the document or documents governing the creation and internal affairs presumably of the**"the Trust",** if it exists, and the conduct of its activities. The "Trust Agreement" must be in writing and executed on or prior to the filing of the "Certificate of Trust".
13. The **"Certificate of Trust"** is required filing for "the Trust", if it exists. The "Certificate of Trust" to be filed with the Delaware Secretary of State and is the only document that needs to be filed with the Delaware Secretary of State in connection with the creation of the "the Trust". The "Certificate of Trust" is required to contain the name of "the Trust" and the name and address of one trustee in the State of Delaware. Additional matters may be included in the "Certificate of Trust", though most parties choose to include such matters in the governing instrument ("Trust Agreement") " instead.
14. The alleged trust, **("the Trust"),** if it exists, must have at least one trustee and may have more than one trustee. The trustee may be a beneficial owner or **may not** be a beneficial owner.
15. **Beneficial Owners** under the "Act", a beneficial owner is defined as one who is the **owner of a beneficial interest of the Trust, not specific property.** The "Act" leaves it to the **"Trust Agreement"** to set out the details of the rights, obligations and activities associated with beneficial ownership. **A beneficial owner may acquire its interest through the contribution of cash, property or services rendered or the promise to make such a contribution. However, the "Act" also allows a person to become a beneficial owner of ("the Trust"), if it exists, without making or promising to make a contribution.** Under the "Act", unless the "Trust Agreement" provides otherwise, a beneficial owner is entitled to the same limitation of personal liability extended to stockholders of private, for profit corporations for profit organized under the General Corporation Law of the State of Delaware.
16. **RIGHTS IN TRUST PROPERTY of ("the Trust"),** if it exists, unless the *"Trust Agreement"* provides otherwise, a beneficial owner of "the Trust", has an undivided beneficial interest in the property of ("the Trust"). In addition, except to the extent provided otherwise in the "Trust Agreement", **a beneficial owner of ("the Trust") has no interest in specific property of "the Trust". Thus, YOU, ("DLJ") and/or CSMC 2018-RPL6 Trust, if it exists, has no interest in any specific property of ("the Trust"), more specifically, if YOU, ("DLJ") and/or ("the Trust") are Benefical Owner(s), none of you hold an interest in the specific mortgage or**

debt itself. Unless provided otherwise in the "Trust Agreement", a beneficial interest is freely transferable similar to stocks, bonds, and mutual funds. Under the "Act", no creditor of a beneficial owner or of a trustee, in its individual capacity, has the right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to the property of "the Trust".

17. **MERGER, CONSOLIDATION, AND CONVERSION of ("the Trust"),** if it exists. "The Act" permits "the Trust" to merge or consolidate with one or more Delaware Statutory Trusts (DST's) or other business entities. In addition, "the Act" permits any other business entity to convert into "the Trust" and permits "the Trust" to convert into another business entity. The conversion of "the Trust" does not require that "the Trust" wind up its affairs. In addition, for purposes of Delaware law, the conversion vests in the other business entity all of the rights, privileges, powers, property and debts of "the Trust", and upon effectiveness of the conversion, the other business entity is deemed to be the same entity as ("the Trust"), if it exists. It has come to my attention, pursuant to the public record, that the YOU, ("DLJ"), and ("Shellpoint") have masterminded and executed numerous Delaware Statutory Trust Mergers, Consolidations, and Conversions whereby YOU merely bartered, exchanged, and or swapped one massive DST loan portfolio for another DST portfolio with no record or evidence of any money changing hands for so-called purchases and no record or evidence of the underlying mortgages being assigned or recorded in the local jurisdictions or notes being transferred.
18. A ("DST") is governed by the terms of the Trust Agreement. DST's have increasingly been used as a form of 1031 exchanges or barter of Real Property, Real Estate Investment Trusts (REITs), and mutual funds. To form a ("DST"), a private trust agreement must be developed by all involved parties. The signatures of the trustee(s) involved are then required, followed bysubmission of the forms to the Division of Corporations, along with a one-time $200 processing fee. If the statutory trust is, or will become, a *registered investment company*, it must maintain a registered agent and a registered office within the State of Delaware. A taxpayer may exchange real property for an interest in the Delaware Statutory Trust described above without recognition of gain or loss under **§ 1031**, if the other requirements of **§ 1031** are satisfied. DST's are legal entities, separate from their trustee(s). DST's for federal tax purposes, making them a pass through entity that mitigates taxation for their trustee(s). Real property, being held under a ("DST"), is eligible to use a 1031 exchange, without the recognition of gain or loss, as long as the following **seven restrictions** are met:

(1) Once the offering is closed, there can be no future contributions to the DST by either current or new beneficiaries;

(2) The trustee cannot renegotiate the terms of the existing loans and cannot borrow any new funds from any party, unless a loan default exists as a result of a tenant bankruptcy or insolvency;

(3) The trustee cannot reinvest the proceeds from the sale of its real estate;

(4) The trustee is limited to making capital expenditures with respect to the property for normal repair and maintenance, minor nonstructural capital improvements, and those required by law;

(5) Any reserves or cash held between distribution dates can only be invested in short-term debt obligations;

(6) All cash, other than necessary reserves, must be distributed on a current basis;

(7) The trustee cannot enter into new leases, or renegotiate the current leases unless there is a need due to a tenant bankruptcy or insolvency.

19. ("DST's") are funded when Investor entities advance money, real property, and other services to a broker dealer (investment bank) for the purchase of a bond (or other promise to repay) issued by the ("DST") and promised interest income and repayment of the investment, together with an undivided ownership interest in the assets of the ("DST"). This plan of "securitization" calls for the broker dealer to distribute the proceeds of the sale of the bond or debt to the "DST", and that the distribution was to be made to the "Trustee" of the "DST". Distributions from the sale of the bonds or indebtedness constituted funding the "DST". According to the requirements of the Internal Revenue Code, once the offering is closed, there can be no future contributions to the DST by either current or new beneficiaries. Therefore, it would appear that investors who advance money for the origination or acquisition of loans would be **the direct and only creditors** and not YOU, or ("the Trust") itself, if it exists, or any intermediary bank or conduit such as YOURSELF or ("DLJ"). It also follows that if ("the Trust") did not originate or acquire the loans that any intermediary claiming to be the servicer or ("Shellpoint") may not have explicit authority for the individual investors to act as an intermediary and/or servicer. **I therefore request that YOU, ("DLJ") and/or ("the Trust") provide proof of authority to act as servicer, conduit, depositor, sponsor, securitizer, trustee, indenture trustee or intermediary on behalf of all the investors (or any other creditor that YOU claim to represent), or such investors (or creditors) that may have conferred such authority upon**

YOU, ("DLJ"), and ("Shellpoint"). If you deny any of the facts or events described in this paragraph, please state which facts YOU contend are incorrect. If it is possible for YOU to do so, please state the correct facts or events.

20. Based on applicable rules, regulations, and laws governing the processing, accounting, receipts, disbursements, and enforcement of debt, YOU, ("DLJ"), and ("the Trust") are a servicer if you control, process, receive, or disburse funds relating to the alleged subject debt. Regardless of whether you possess actual or legal authority to act as a servicer, it appears that YOU, ("DLJ"), and/or ("the Trust") may have performed those functions in connection with the alleged subject *"mortgage loan"*. I am, therefore, addressing this letter to you in your intermediary capacity (regardless of whether there is actual or apparent authority for you to act as such). As such, you are obliged to disburse funds to the investor(s)/creditor(s). **Please identify any and all parties to whom YOU, ("DLJ"), ("the Trust") and/or ("Shellpoint") disbursed funds relating to the alleged subject debt. Please provide a copy of any distribution report related to disbursements by you or known by you that were received by the investors/creditors. If there is a difference between the amount of money you received from any party relating to the subject debt, and the amount of money you distributed to any third party (including the investor or creditor) with respect to the subject debt, please state the reason for the difference between the two amounts.**
21. **Please state whether YOU, ("DLJ") and/or ("the Trust") claim legal ownership of the subject debt, or if you have advanced funds for the origination, or if YOU, ("DLJ") and/or ("the Trust") have advanced funds for the purchase of the debt, or if YOU, ("DLJ"), and/or ("the Trust") are the legal owner(s) of the account receivable that is unpaid after all appropriate credits have been allocated.**
22. I ask for this information because there are some questions about this debt arising from Debt Collector(s) and ("Shellpoint") previous disclosures about the debt. The questions relate to the origination, ownership, and balance of the loan due, and whether payments received by or on behalf of the creditor were properly received and allocated. **Because of these questions, please consider the debt to be disputed at this time.** This dispute relates to the principal balance due and the computation of past, current, and future interests due on the subject debt, and therefore the computation of past, current, and future payments that are required by the loan agreement (if any) reciting the terms of payment. If you stop YOUR collection of this debt, and forward or return it to another bank or company, please indicate to them that it is disputed. If YOU,

("DLJ"), ("the Trust"), and/or ("Shellpoint") report it to a credit bureau (or have already done so), also report that the debt is disputed. In addition, YOU should state in any report that YOU have failed to fully verify the debt in response to my request (unless YOU have already provided all the necessary information). **If you fail to provide any of the information or documentation I have asked for, please state why the information or documentation was withheld.**

23. I assume you are aware of the Fair Debt Collection Practices Act, in addition to the South Carolina Fair Debt Collection Practices Act laws regarding debt collection practices. **Under such laws, I am asserting my right to receive the following information to the below-stated requests.**
24. **Do YOU claim ownership over part or all of the subject debt?** If yes, please state the date of the transaction in which the YOU acquired ownership of the subject debt, or the date on which the YOU became the owner of the subject debt by operation of law.
25. Have YOU ever claimed ownership over part or all of the subject debt, past or present? If yes, please state the date of the transaction in which YOU acquired ownership of the subject debt, or the date on which YOU became the owner of the subject debt by operation of law.
26. Does CSMC 2018-RPL6 Trust **("the Trust")** claim ownership over part or all of the subject **debt**? If yes, please state the date of the transaction in which the ("the Trust") acquired ownership of the subject **debt**, or the date on which ("the Trust") became the owner of the subject **debt** by operation of law.
27. Does ("DLJ") claim ownership over part or all of the subject **debt**? If yes, please state the date of the transaction in which the ("DLJ") acquired ownership of the subject **debt**, or the date on which ("DLJ") the became the owner of the subject **debt** by operation of law.
28. Does Fannie Mae claim ownership over part or all of the subject **debt**? If yes, please state the date of the transaction in which the Fannie Mae acquired ownership of the subject **debt**, or the date on which Fannie Mae became the owner of the subject **debt** by operation of law.
29. Has Fannie Mae ever claimed ownership over part or all of the subject debt, past or present? If yes, please state the date of the transaction in which Fannie Mae acquired ownership of the subject debt, or the date on which Fannie Mae became the owner of the subject debt by operation of law.
30. Did Fannie Mae sell, assign, and/or transfer ownership of the subject *"mortgage loan"* to YOU?

31. Did Fannie Mae sell, assign, and/or transfer ownership of the subject *"mortgage loan"* to ("DLJ")?
32. Did Fannie Mae sell, assign, and/or transfer ownership of the subject *"mortgage loan"* to ("the Trust")
33. Was Fannie Mae in the chain of title of the subject *"mortgage loan"* at any time from inception to the present?
34. Does ("DLJ") claim to have sold, assigned, and/or transferred ownership of the subject *"mortgage loan"* to ("the Trust") or any other person or entity?
35. Does ANY person or entity claim to hold the mortgage and/or note of the subject "*mortgage loan*"? If yes, please state the date of the transaction in which the person or entity became holder of the subject mortgage and note, or the date on which they became the holder by operation of law.
36. Does **ANY** Trust claim ownership over part or all of the subject **debt**? If yes, please state the date of the transaction in which the trust acquired ownership of the subject **debt**, or the date on which the Trust became the owner of the subject **debt** by operation of law.
37. My definition of a **"Lender"** is a party who allegedly loaned money to me ("the borrower") in relation to the alleged subject debt. If you define the word "Lender" differently, please state your definition. **Please identify the name and contact information of the lender in relation to the subject debt.**
38. Was this lender the actual source of funds that was used to loan money to the borrower in relation to the subject debt?
39. Was there more than one lender?
40. How much money was loaned to me?
41. What was the starting principal balance and loan number for the account relating to the subject debt?
42. **What is the present principal balance claimed by you as to the subject debt?** If you are excluding payments received by the investors/creditors or agents, servicers, or their representatives from third party sources, such as servicer advances, FDIC and/or Fannie Mae loss sharing agreements, insurance, credit default swaps, Lender title claims or any other payment arising out of the existence of the alleged subject debt (or any Trust or asset pool claiming ownership of the subject debt), please explain why you are not allocating the receipt of those payments to discharge of the principal balance or interest due.

43. Is the Payee on the note the actual creditor who advanced funds to the borrower or on behalf of the borrower?

44. Is the mortgagee on the mortgage the actual creditor who advanced funds at the closing of the loan?

45. **What is the balance of the debt you claim to be owed by me?**

46. **To whom is the debt owed?**

47. Have there been payments received by or on behalf of the creditor that are not reflected in YOUR answers to previous questions? If yes, please identify the parties who received said payments. If YOUR answer is in the affirmative, why did you exclude such payments? Said payments include servicer advances, insurance, credit default swaps, Lender title claims, other instruments of agreements of hedge, and insurance guarantee.

48. Please identify the payments to creditor that have been excluded and provide the documents upon which the payments were made or received. Have there been payments received by agents or conduits of the creditor that are not reflected in your previous answers. If yes, please identify the parties who received said payments. If your answer is in the affirmative, why did you exclude such payments? Said payments include servicer advances, insurance, credit default swaps, Lender title claims, sponsors, trustees, securitizers, other instruments of agreements of hedge, and insurance guarantee.

49. Please identify the payments to creditor that have been excluded and provide the documents upon which the payments were made or received.

50. Do YOU have a professional debt collection license from the State of South Carolina, Delaware, New York, Pennsylvania, and Michigan? Yes or No? If so, provide the date of the license, the name on the license, the license number, and the name, address and telephone number of the state agency issuing the license.

51. Does ("The Trust"") have a professional debt collection license from the State of South Carolina, Delaware, New York, Pennsylvania, and Michigan? Yes or No? If so, provide the date of the license, the name on the license, the license number, and the name, address and telephone number of the state agency issuing the license.

52. Does ("DLJ") have a professional debt collection license from the State of South Carolina, Delaware, New York, Pennsylvania, and Michigan?? Yes or No? If so, provide the date of the license, the name on the license, the license number, and the name, address and telephone number of the state agency issuing the license.

53. If YOU, ("DLJ"), ("the Trust"), and ("Shellpoint") are attempting to collect a debt from a place outside of my home state, are YOU, ("DLJ"), ("the Trust"), and ("Shellpoint") have a debt collection license from those states? If so, provide the date of the license(s), the name on the license(s), the license number(s), and the name, address and telephone number of the state agency issuing the license.
54. In order for YOU, ("DLJ"), and ("the Trust") to show that the "the Trust" actually exists, please provide how the formation of ("the Trust") occurred of under **"the Act"** or otherwise, including the following: (i) a governing instrument (a **"Trust Agreement"**), (ii) a **"Certificate of Trust"** filed with the Office of the Secretary of State of the State of Delaware (the "Delaware Secretary of State"), (iii) list of all trustees, and (iv) and a list of all beneficial owners. If the Trust was formed under the laws of a different state, please provide the above referenced Trust documents from that state.
55. Please provide proof that the alleged subject "mortgage" is held in ("the Trust").
56. Please provide proof that the alleged subject "mortgage" is held by YOU.
57. Please provide proof that the alleged subject "mortgage" is held by ("DLJ")
58. Please provide a *true and accurate* copy the genuine original *blue ink* subject mortgage as it exists today in its current form, complete with all original and current ink stamps, initials, or other writings
59. Please provide proof that the alleged debt (note) is held in the YOU.
60. Please provide proof that the alleged subject "mortgage" is held by YOU.
61. Please provide proof that the alleged debt (note) is held in the ("the Trust")
62. Please provide proof that the alleged subject "mortgage" is held by ("the Trust")
63. Please provide proof that the alleged debt (note) is held by ("DLJ")
64. Please provide proof that the alleged debt "mortgage" is held by ("DLJ")
65. What is your definition of the creditor on the alleged debt?
66. Who is the current creditor (as defined above) of the alleged subject loan?
67. Who was the source of funds at the time of origination of the alleged subject loan? Please provide documentation corroborating your answer above. This includes but is not limited to cancelled checks, ACH confirmations, wire transfer receipts, wire transfer instructions, and check 21 confirmations.
68. What are the terms of repayment to the creditor as to interest rate, principal, and periodic payments?

69. **Who or what is the current legal owner of the "debt"?** If YOU, ("DLJ"), and/or ("the Trust") claim to be the owner, please state the date of the transaction or other event by which YOU, ("DLJ"), and/or ("the Trust") became the legal owner of the alleged subject debt. **Please provide proof of both the payment, if any, and legal transfer of the subject debt to YOU, ("DLJ"), and/or ("the Trust").**

70. Please provide copies of the original paperwork that established and created the subject debt? Does this include the wire transfer receipt?

71. Please provide copies of any documentation, such as cancelled checks, wire transfer receipts and wire transfer instructions, or closing instructions, for the origination of the loan you seek to enforce against me.

72. Please provide copies of **all written agreements that establish ownership or any plan of ownership of the debt**, including assignments; endorsements; sale of the loan; assignment and assumption agreements; trust agreements; trust indenture; pooling and servicing agreements; prospectus; bond indenture; contracts for insurance or credit default swaps; contracts for master servicer or master trustee; contracts for sub-servicer; contracts for guaranty; powers of attorney; contracts or documentation of cross-collateralization; and contracts for implementation of over-collateralization. This includes, but is not limited to, legal instruments, correspondence, emails, or electronic media.

73. **Provide a complete list of all prior and current owners of the debt, including the date of transfers or assignments of the debt.**

74. Provide proof of payment or other consideration for each transfer of the debt.

75. Please provide documentation corroborating your answer above. This includes but is not limited to cancelled checks, ACH confirmations, wire transfer receipts, wire transfer instructions, and check 21 confirmations.

76. Have there been ANY Lender title claims on the subject *"mortgage loan"* from inception to present?

77. **Provide a written statement in which you declare that the applicable statute of limitations has not run on this debt, thereby establishing YOU are legally entitled to collect the debt.**

78. Provide an accounting of all payments made against the debt and an accounting of all fees, charges, costs, legal fees, penalties, and interest charged because of the debt. If YOU do not have this information, please identify the name and contact information of a party who does have information relating to this request.

79. Provide an accounting of all payments made against any instrument deriving its value, either directly or indirectly, from the debt, and an accounting of all fees, charges, costs, legal fees, penalties, and interest charged because of said instrument.

80. If there have been any other changes or adjustments since the last billing statement from the original creditor, **please provide full verification and documentation of the amount YOU are trying to collect.** Explain how that amount was calculated. In addition, explain how the other changes or adjustments are expressly authorized by the agreement creating the debt or permitted by law.

81. Provide each and every time you have filed a report with any of the credit bureaus as it relates to my credit report. Provide the exact content of each report filed with any of the credit bureaus as it relates to my credit report.

82. Have YOU, ("DLJ"),("the Trust"), and/or ("Shellpoint") made payments to any other party as a result of your receipt of payments from me? If yes, who was the party that was paid? Provide documentation and proof of payment for all such payments to third parties.

83. Has any predecessor made payments to any other party as a result of their receipt of payments from me? If YOU do not have this information, please identify the name and contact information of a party who does have information relating to this request. If yes, who was the party that was paid? What was the amount of said payment(s)? Provide documentation and proof of payment for all such payments to third parties. If there is a difference between the amount of the payment required by the note signed by me, and the amount of the actual payment, please explain both the difference and who decided to disburse an alternative payment to the creditor.

84. Is any party, including YOU, ("DLJ"), ("the Trust"), and/or ("Shellpoint") obligated to make any payment of principal or interest in relation to the subject debt? If the answer to this question is "Yes", please identify the co-obligor and provide documentation showing the obligation of the co-obligor. If the answer to this question is "Yes", please identify which payments were received from any party, other than myself, on account of, or relating to, the debt. This includes, but is not limited to, servicer advances, insurance of any kind, proceeds paid pursuant to contract (e.g. credit default swaps), guarantees, lender title claims, buybacks, or any other payment received by any person or entity relating to either the debt or any instrument deriving its value in whole or in part from the debt.

85. Please identify the "Controlling Note Holder" of the subject "*mortgage loan*".

86. The "Notice" sent to me from ("Shellpoint") is woefully inadequate and insufficient and is not proper "Notice" pursuant to the FDCPA. The "Notice" does not identify the amount of the alleged debt or the name of the Creditor and fails to identify the previous owner of the debt and how YOU, ("DLJ"), and/or ("the Trust") became the new owner of an enforceable mortgage lien with the associated debt, if any. Accordingly, the "Notice" refers solely to the transfer of the mortgage, not the debt or the amount of the debt or the validity of the debt.

Given that the alleged subject mortgage has been purged from the MERS Milestone Report and is inactive and that the mortgage has been deemed extinguished, the alleged subject mortgage is fraught with fabricated and fraudulently recorded robo-signed mortgage assignments, breaks in the chain of title, paid lender title claims, multiple, conflicting and contradictory ownership claims, some recorded, some not, and multiple unrecorded assignments and claims of phantom assignments that never occurred. MERS records show that the lien has been extinguished, and other entities claim that the debt has been paid in full. Thus, YOU, ("DLJ"), and/or ("the Trust") or anyone else does not have an enforceable mortgage lien or any identifiable debt to collect. **A Servicer or a Debt Collector can not service a debt that it can not identify to whom the debt is owed or identify the debt itself.**

Because YOU, ("DLJ"), ("the Trust"), and ("Shellpoint") have failed to identify the debt, failed to identify the amount of the debt, failed to identify the chain of title of the debt (note) and mortgage lien, failed to identify the person or entity from whom you acquired the debt and mortgage (the "Seller"), as such, I do not believe that I owe any money to YOU, ("DLJ"), and/or ("the Trust") and **I demand strict proof and validation of the debt,** amount of the debt, ownership of the debt(note) and the ownership of a enforceable mortgage lien, and the proper chain of title of the debt(note) and mortgage lien, with the proper note endorsements and mortgage assignments from inception to the alleged current owner.

I have disputed this debt; therefore, until validated YOU know YOUR information concerning this debt is inaccurate. Thus, if you have already reported this debt to any credit-reporting agency (CRA) or Credit Bureau (CB) then, you must immediately inform them of my dispute with this debt. Reporting information that you know to be inaccurate or failing to report information correctly violates the Fair Credit Reporting Act § 1681s-2.

In 2009, President Obama signed the Helping Families Save Their Homes Act of 2009 into law. Among other things, it amended the Truth in Lending Act ("the Act") to require that borrowers get notice when

the mortgage debt on their primary home has been sold, transferred, or assigned to a new creditor. **What the "Notice" should say must include:**

1. its identity, address, and telephone number of the new creditor;
2. the date of the transfer;
3. how to reach an agent or party having authority to act on behalf of the new creditor;
4. the location where the transfer of ownership of the debt is recorded in the public records, and
5. any other relevant information regarding the new creditor.

YOU, ("DLJ"), ("the Trust"), and ("Shellpoint") have failed to provide ALL (5) five items required above. Lack of proper "Notice" from YOU, ("DLJ"), ("the Trust"), and ("Shellpoint") shows that there is not an enforceable mortgage and/or debt in existence. **It is an admission on YOUR part that YOU, ("DLJ"), and/or ("the Trust") are not the Investor/Owner of the alleged subject "mortgage loan" and that it is extinguished, unenforceable, paid in full, non-existent, uncollectable, statue of limitations has run, and that YOU, ("DLJ"), and/or ("the Trust") have no rights or claims therein.**

It is clear that these pseudo-affidavits and/or transfers are frauds in the public record and fraud on the Court and are deceptive. If YOU, ("DLJ"), and/or ("the Trust") claim to hold a note and/or mortgage, YOU, ("DLJ"), and/or ("the Trust") are holding these phantom instruments with the knowledge that they are defective, unenforceable, null, and voided.

If YOU, ("DLJ"), and/or ("the Trust") have NOT authorized ANY Debt Collector and/or Servicer to collect a debt on YOUR, ("DLJ"), and/or ("the Trust") behalf, please state that YOU, ("DLJ"), and/or ("the Trust") HAVE NOT AUTHORIZED ANY DEBT COLLECTORS OR SERVICERS TO COLLECT on the alleged subject "*mortgage loan*".

Also be advised that I will not hesitate to report violations of the law to my State Attorney General, the Federal Trade Commission, CFPB, the Better Business Bureau, Federal and State Regulators, and Local Law Enforcement.

All collection activity must cease and desist until YOU have provided me with all of the requested information contained in this letter and until we have had 60 days to review the requested information. Furthermore, YOU shall cease and desist making any contact by telephone, email, text, or facsimile to my home, place of employment, to my relatives or friends, and to any of my co-workers. In fact, YOU must cease and desist making any and all above-mentioned contact to any person or entity. YOU may only contact me, in writing, by regular mail to the "*mailing address*" on this letter, NOT the property address.

Thank you in advance for your prompt attention to this letter.

Sincerely,

Rex Field

attachments:

cc:
Wilmington Financial Corp.
Mr. Mark A. Turner, President and CEO
P. O. Box 1889
Wilmington, DE 19899

USPS Tracking®

FAQs > (https://www.usps.com/faqs/uspstracking-faqs.htm)

Track Another Package +

Tracking Number: 70082810000243876503 Remove ×

Your item was delivered at 6:34 am on December 4, 2018 in WILMINGTON, DE 19810.

Delivered

December 4, 2018 at 6:34 am
Delivered
WILMINGTON, DE 19810

Get Updates ⌄

Text & Email Updates ⌄

Tracking History ⌃

December 4, 2018, 6:34 am
Delivered
WILMINGTON, DE 19810
Your item was delivered at 6:34 am on December 4, 2018 in WILMINGTON, DE 19810.

December 3, 2018, 10:31 am
Available for Pickup
WILMINGTON, DE 19801

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Wilmington Savings Fund Society, FSB
Mr. Patrick Ward
P.O. Box 1889
Wilmington, DE 19899

9590 9402 3679 7335 3385 04

2. Article Number (Transfer from service label)

7008 2810 0002 4387 6503

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery 12/4/18

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

*Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®
WILMINGTON DE 19899

OFFICIAL USE

Postage	$3.45	0659 03
Certified Fee	~~$2.75~~ $0.00	
Return Receipt Fee (Endorsement Required)	~~$0.00~~ $0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	~~$0.00~~ $2.85	
Total Postage & Fees	$ ~~$8.25~~	11/28/2018

Sent To: Wilmington Savings Fund Society, FSB Mr. Patrick Ward
Street, Apt. No.; or PO Box No.: P.O. Box 1889
City, State, ZIP+4: Wilmington DE 19899

PS Form 3800, August 2006 See Reverse for Instructions

7008 2810 0002 4387 6503

EXHIBIT #19

WSFS

Corporate Office
500 Delaware Avenue
11th Floor
Wilmington, DE 19801

Christiana Trust
501 Carr Road
Suite 100
Wilmington, DE 19809

Lindsey Grunes
Assistant Vice President
LGrunes@christianatrust.com
Direct: (302) 777-5644

VIA CERTIFIED MAIL

December 12, 2018

Rex. A Field & Tracy L. Field
P.O. Box 975
St. Helena Is., SC 29920

RE: 1 Dulamo Bluff Rd., Saint. Helena Island, SC 29920

Dear Mr. & Ms. Field:

We are writing in response to your letter submitted to Mr. Patrick Ward, EVP and Board Member of Wilmington Savings Fund Society, FSB, dated November 28, 2018. Mr. Ward passed along your correspondence to me for a response. Christiana Trust, a division of Wilmington Savings Fund Society FSB, has a limited role in the matter as Trustee of the CSMC 2018-RPL6 Trust. New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing ("Shellpoint") has a responsibility under the trust agreement to address the issues you have described in your letter.

Upon receipt of your complaint we immediately forwarded the information to Shellpoint. A response directly from Shellpoint may come under separate cover.

In the event you have additional questions related to this matter, please feel free to contact Shellpoint. Their contact information is as follows:

Shellpoint Mortgage Servicing
75 Beattie Place, Suite 300
Greenville, South Carolina 29601
864-312-4756

We hope that this information will help you bring resolution to this matter.

Sincerely,

Lindsey Grunes
Assistant Vice President

Enclosure: Copy of the letter received

cc: Shellpoint Mortgage Servicing

WSFS Wealth
CHRISTIANA TRUST

501 Carr Road
Suite 100
Wilmington, DE 19809

7016 0910 0000 5240 5646

$006.35

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

NAME KCT
1st Notice 12/19
2nd Notice
Return

1106

29592460575 8009

EXHIBIT #20

From: Rex Field <cyberport@protonmail.com>
Sent: Friday, December 21, 2018 1:21 PM
To: Grunes, Lindsey <LGrunes@wsfsbank.com>
Subject: Letter from Lindsay Grunes - AVP- WSFS

Attention:

Lindsey Grunes, AVP

Christiana Trust

501 Carr Road, Suite 100

Wilmington, DE 19809

RE: Letter from Lindsay Grunes - AVP- WSFS dated December 12, 2018

Subject property: 1 Dulamo Bluff Rd., Saint Helena Island, SC 29920

To: Lindsey Grunes,

Please find attached your letter dated December 12, 2018.

As per your letter, you stated ***"Christiana Trust, a division of Wilmington Savings Fund Society FSB, has a limited role in the matter as a Trustee of the CSMC 2018-RPL6 Trust."***

Please explain your **"limited role"** and what that means?

If "Christiana Trust, a division of Wilmington Savings Fund Society FSB as a Trustee of the CSMC 2018-RPL6 Trust" has a limited role, what is your "limited role" relating to the above referenced property? Please explain.

Your attention to this matter would be greatly appreciated.

Sincerely,

Rex Field

------- Original Message -------

On Friday, December 21, 2018 2:55 PM, Grunes, Lindsey <LGrunes@wsfsbank.com> wrote:

Dear Mr. Field,

As a Corporate Trustee, our role is typically limited to the following responsibilities:

- Hold an interest in the mortgage loans for the benefit of Investors
- Does not initiate, nor has any discretion or authority in the foreclosure process
- Does not have responsibility for overseeing mortgage Servicers
- Does not mediate between the Servicer(s) and Investors in securitization deals
- Does not manage or maintain properties in foreclosure
- Is not responsible for the approval of any loan modifications

We act as a Trustee on behalf of many trusts which hold various real estate properties, however, we are not involved in the decision making process. In our capacity as trustee, we do not have an economic or beneficial interest in the loans.

For more information on mortgage securitizations and the parties involved, please visit our website at the following address.

https://ctpropsearch.com/learn-more

Regards,

Lindsey E. Grunes, CAMS, CFIRS

Assistant Vice President, Compliance

WSFS Wealth

501 Carr Road, Suite 100

Wilmington, DE 19809

Phone: 302-777-5644 | Fax: 302-421-5815
www.wsfsbank.com

Q-3

From: Rex Field <cyberport@protonmail.com>
Sent: Friday, December 21, 2018 5:10 PM
To: Grunes, Lindsey <LGrunes@wsfsbank.com>
Subject: RE: Letter from Lindsay Grunes - AVP- WSFS

Ms. Grunes,

Please send me a prospectus and offering documents, and cusip number relating to the CSMC 2018 RPL6 Trust.

Thank you,

Rex Field

From:

Grunes, Lindsey <*LGrunes@wsfsbank.com*>
Friday, December 21, 2018 5:18 PM
To 'Rex Field' <*cyberport@protonmail.com*>

Mr. Field,

The items requested are not applicable in regard to the CSMC 2018-RPL6 Trust.

Please visit our website to learn more about these types of transactions and the parties involved.

https://ctpropsearch.com/learn-more

Regards,

Lindsey E. Grunes, CAMS, CFIRS
Assistant Vice President, Compliance
WSFS Wealth
501 Carr Road, Suite 100
Wilmington, DE 19809
Phone: 302-777-5644 | Fax: 302-421-5815
www.wsfsbank.com

EXHIBIT #21

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 0638945582
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
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

D00344018211

EXHIBIT #22

mr. cooper
CHANGING THE FACE OF HOME LOANS

P.O. Box 619098
Dallas, TX 75261-9741

OUR INFO
ONLINE
www.mrcooper.com

Rex A. Field
Tracy L. Field
Po Box 975
St Helena Is, SC 29920

December 21, 2018

LOAN NUMBER: 630945582
MORTGAGOR NAME:
Rex A. Field and Tracy L. Field
PROPERTY ADDRESS: 1 Dulamo Bluff Road, Saint Helena Island, SC 29920
COOPER REFERENCE NUMBER:
LB-12-18-01490

Dear Rex A. Field and Tracy L. Field:

We received your correspondence on December 21, 2018, regarding the above-referenced loan. We thank you for bringing this matter to our attention. We take all matters seriously and are in the process of reviewing your concerns.

A response will be provided no later than January 29, 2019.

Our records indicate that DLJ Mortgage Capital, Inc. as owner is the current owner of the loan. As requested, we have provided the contact information below:

DLJ Mortgage Capital, Inc.
11 Madison Avenue 4th Floor
New York, NY 10010
212.538.0187

Please note that Mr. Cooper is the servicer of the loan; and therefore, will be responsible for responding to any concerns regarding the servicing of the loan. Servicing matters include, but are not limited to the following:

- Payment assistance and modifications
- Payment posting
- Validation of the debt
- Foreclosure proceedings
- Payment adjustments

As such, please direct any communication related to these matters to Mr. Cooper.

Mr. Cooper is simply a new brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a service mark of Nationstar Mortgage LLC. All rights reserved.

EQUAL HOUSING OPPORTUNITY

mr. cooper

CHANGING THE FACE OF HOME LOANS

If you have any questions, please contact us via one of the following methods.

Mr. Cooper
Customer Relations
PO Box 619098
Dallas, TX 75261-9741
phone: 877-783-7480
facsimile: 972-315-8637
email: customerrelationsofficer@mrcooper.com

Our hours of operation are Monday through Friday from 8 a.m. to 5 p.m. (CT). Visit us on the web at www.mrcooper.com for more information.

Sincerely,

Mr. Cooper
Customer Relations

EXHIBIT #23

P.O. BOX 51850
LIVONIA MI 48151-5850
RETURN SERVICE REQUESTED

S-SFRECS20 L-1100 R-205
PAKKWC00200036 - 588427278 I00142
TRACY L FIELD
PO BOX 975
ST HELENA IS SC 29920-0975

Shellpoint
Mortgage Servicing
Phone Number: 866-825-2174
Fax: 866-467-1187
Email: Lossmitigation@shellpointmtg.com
Mon - Thurs: 8:00AM-10:00PM
Fri: 8:00AM-10:00PM

08 14 2019

NOTICE OF DEFAULT AND INTENT TO ACCELERATE

RE: Deed of Trust/Mortgage Dated: 10/07/2005
Loan #: 0578584206
Property: 1 DULAMO BLUFF ROAD
SAINT HELENA ISLAND, SC 29920

Dear Mortgagor:

Shellpoint Mortgage Servicing ("Shellpoint"), acting as servicer on behalf of Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, the owner and holder of the above referenced loan (the "Loan"), and in accordance with the above referenced Deed of Trust/Mortgage ("Security Instrument") the related promissory note (the "Note"), and applicable state laws, provides you with formal notice of the following:

The Loan associated with the Security Instrument is in default for failure to pay amounts due.

To cure this default, you must pay all amounts due under the terms of the Note and Security Instrument.

As of 08/14/2019, the total amount necessary to bring the Loan current is $10,922.88 (the "Amount Due"). For the exact amount you must pay to bring the Loan current after 08/14/2019, please contact our office at 866-825-2174 as interest, payments, credits, fees and/or other permissible charges can continue to cause your loan balance to vary from day to day.

Payment to bring your loan current should be sent to:

Shellpoint Mortgage Servicing
P.O. Box 740039
Cincinnati, OH 45274-0039

You are further informed that despite any departure from the terms of your loan that may have occurred, from this point forward strict compliance with the exact terms of the loan will be required.

If you have not cured the default within forty-five (45) days of this notice, Shellpoint intends to accelerate the sums evidenced by the Note and Security instruments and declare same due and payable in full and to take other legally and contractually permitted action to collect the same, including foreclosure of the lien on the Property and sale of the Property. If such date falls on a Saturday, Sunday or legal holiday then the Due Date shall be the next business day. Any partial payment received by our office on the Loan after the date of this letter may not be applied to the reduction of the Amount Due and may be returned however any such acceptance does not waive the right to proceed with foreclosure and a new demand letter may not be sent.

You have the right to reinstate the Loan and the right to bring an action to have the foreclosure action dismissed, claim that your loan is not in default or any other defense to acceleration and sale that you may have including the right in any lawsuit for Foreclosure and Sale to argue that you kept your promises and agreements under the Note and Security Instrument and to present any other defenses that you may have. This notice remains in effect until the default is cured.

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

P 1000001 A-0578584206 2102J0400

EXHIBIT #24

VIA US CERTIFIED MAIL #7016 0600 0000 5995 7397

USPS Priority Tracking
9505 5104 2986 9269 3143 83

September 20, 2019

Shellpoint Mortgage Servicing
PO Box 74039
Cincinnati, OH 45274-0039

RE: 0578584206
Payment-in-full of all past due amounts

Attn: Shellpoint Mortgage Servicing

Please find enclosed a check in the amount of $12,468.28. This payment represents the **total amount due** that YOU claim to bring the above referenced account current. This payment is for (9) nine monthly payments, January through September 2019 which brings the account completely current with no other amounts due, remaining or outstanding.

It is my understanding and it is understood by your company that this is payment-in-full for all amounts due and that there are no other charges due or any fees outstanding. By Shellpoint Mortgage Servicing cashing this check, Shellpoint agrees that this is payment-in-full of all past due amounts and payment-in-full of all outstanding fees or charges.

Sincerely,

Tracy Field

Tracy Field

DISCLAIMER: NO ADMISSION OF LIABILITY This payment and correspondence to YOU, and past correspondence to YOU, and any future or payments or correspondence to YOU, is not an admission on our part of any liability on the pseudo "loan" or account. Further, it is not an admission of any debt, it is not an admission of the validity of a lien, note , or mortgage and it is not an admission that we owe any money to YOU or to any other person or entity.

[redacted] FIELD 07-19
P.O. BOX 975
ST HELENA ISLAND, SC 29920

102

9-20-2019
Date

Pay to the Order of Shellpoint Mortgage Servicing | $ 12,468. 28/100

-twelve thousand four hundred sixty-eight and 28/100 [redacted]

TD Bank

#0578584206

For MINI MONTHLY payments

[redacted]

0102

Shellpoint
Mortgage Servicing

Loan Number 0578584206
REX A FIELD

Property Address
1 DULAMO BLUFF ROAD
SAINT HELENA ISLAND SC
29920

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due	
Payment Due Date	09/01/2019
Total Amount Due	$12,450.28
$18.00 late fee may be charged after 09/16/2019	
Please write clearly inside space provided	
Payment Amount	$ 12,450.28
Additional Principal	$
Late / Other Charges	$ 18.00
Additional Escrow	$
Total Amount Enclosed (Please do not send cash)	$ 12,468.28

0100115549040000452820001509400015274005785842061090119091619O

EXHIBIT #25

P.O. BOX 51850
LIVONIA MI 48151-5850
RETURN SERVICE REQUESTED

S-SFRECS20 L-1303 R-205
PAS4ES00301548 - 591886024 I04718
REX A FIELD
TRACY L FIELD
PO BOX 975
ST HELENA IS SC 29920-0975

Shellpoint
Mortgage Servicing

Phone Number: 866-825-2174
Fax: 866-467-1187
Email: Lossmitigation@shellpointmtg.com
Mon - Thurs: 8:00AM-10:00PM
Fri: 8:00AM-10:00PM

Loan Number:	0578584206
Principal Balance:	$288,872.61
Property:	1 DULAMO BLUFF ROAD SAINT HELENA ISLAND, SC 29920

09/20/2019

Dear REX A FIELD and TRACY L FIELD:

The above referenced mortgage loan, serviced by Shellpoint Mortgage Servicing ("Shellpoint"), on the above referenced property is in default and foreclosure proceedings have or may soon commence. Because you have not taken steps to resolve the delinquency, we have been instructed by the owner of your mortgage loan to commence foreclosure.

In addition to foreclosing on the property, the owner of the mortgage loan may seek a deficiency judgment against you if the proceeds from the foreclosure sale do not pay off the amount you owe on the mortgage loan.

Foreclosure Alternatives

If you are unable to pay your mortgage loan because of a financial hardship, there are options that may be available to you such as a loan modification, short sale, deed-in-lieu of foreclosure or another foreclosure alternative.

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

EXHIBIT #26

Shellpoint Mortgage Servicing

P.O. Box 10826
Greenville, SC 29603-0826
www.ShellpointMtg.com

Phone Number: (800) 365-7107
Fax: (866) 467-1184
e-Mail: LoanServicing@ShellpointMtg.com

Monday - Friday: 8am - 10pm EST
Saturday: 8am - 3pm EST

October 02, 2019

REX A FIELD
TRACY L FIELD
PO BOX 975
ST HELENA IS, SC 29920

****
*** Returned Check ***
****
Loan Number: 0578584206
Check Number: 102
Check Amount: $12,468.28

Dear Valued Customer,

Enclosed is a check we are returning to you because your loan is more than 90 days past due and you are not in an active workout with Shellpoint Mortgage Servicing ("Shellpoint").

We would like to apologize for any inconvenience experienced regarding this issue. If you would like to contact Shellpoint to discuss your options, please call our Customer Service department and ask to speak with a Loss Mitigation specialist.

If you have any questions or concerns, please contact our Customer Service department at (800) 365-7107.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número (800) 365-7107.

Sincerely,

Shellpoint Mortgage Servicing
(800) 365-7107

PLEASE SEE NEXT PAGE FOR IMPORTANT NOTICES

VIA US CERTIFIED MAIL #7016 0600 0000 5995 7397

September 20, 2019

Shellpoint Mortgage Servicing
PO Box 74039
Cincinnati, OH 45274-0039

RE: 0578584206
Payment-in-full of all past due amounts

Attn: Shellpoint Mortgage Servicing

Please find enclosed a check in the amount of $12,468.28. This payment represents the **total amount due** that YOU claim to bring the above referenced account current. This payment is for (9) nine monthly payments, January through September 2019 which brings the account completely current with no other amounts due, remaining or outstanding.

It is my understanding and it is understood by your company that this is payment-in-full for all amounts due and that there are no other charges due or any fees outstanding. By Shellpoint Mortgage Servicing cashing this check, Shellpoint agrees that this is payment-in-full of all past due amounts and payment-in-full of all outstanding fees or charges.

Sincerely,

Tracy Field

Tracy Field

DISCLAIMER: NO ADMISSION OF LIABILITY This payment and correspondence to YOU, and past correspondence to YOU, and any future or payments or correspondence to YOU, is not an admission on our part of any liability on the pseudo "loan" or account. Further, it is not an admission of any debt, it is not an admission of the validity of a lien, note , or mortgage and it is not an admission that we owe any money to YOU or to any other person or entity.

Shellpoint
Mortgage Servicing
Loan Number: 0578584206
REX A FIELD

Property Address:
1 DULAMO BLUFF ROAD
SAINT HELENA ISLAND SC
29920

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due	
Payment Due Date	09/01/2019
Total Amount Due	$12,450.28
$18.00 late fee may be charged after 09/16/2019	
Please write clearly inside space provided	
Payment Amount	$ 12,450.28
Additional Principal	$
Late / Other Charges	$ 18.00
Additional Escrow	$
Total Amount Enclosed (Please do not send cash)	$12,468.28

010011555490400004528200015094000152740057858420610901190916190

TRACY FIELD 07-19
P.O. BOX 975
ST HELENA ISLAND, SC 29920

102
67-219/539
908

9-20-2019
Date

Pay to the Order of Shellpoint Mortgage Servicing $ 12,468.28/100

-twelve thousand four hundred sixty-eight and 28/100 Dollars

Photo Safe Deposit®

Bank
America's Most Convenient Bank®

#0578584206

For NINE MONTHLY payments

Tracy Field

[redacted] 0102

VIA US CERTIFIED MAIL #7016 0600 0000 5995 7199

October 10, 2019

Shellpoint Mortgage Servicing
PO Box 10826
Greenville, SC 29603-0826

RE: 0578584206
NOTICE OF: COMPLAINT; PAYMENT-IN-FULL; RETURNED CHECK; REFUSAL TO CREDIT/POST PAYMENT TO ACCOUNT; FRAUDULENT DEFAULT

Attn: Shellpoint Mortgage Servicing

As you are aware, on **September 28, 2019,** YOU ("Shellpoint"), received a check for payment-in-full in the amount of $12,468.28 representing the **total amount due** (principal, interest, escrow, and all late fees) that YOU documented and claimed to be the total amount to bring the above referenced account current. Thus, as of that day (September 28, 2019) and as of today, the account is current according to YOUR records on the amount that YOU claimed was due.

Nonetheless, on **October 10, 2019,** we received a letter from YOU dated October 2, 2019, YOU returned the uncashed check stamped in red-ink with the initials **O/N** on the check and refused to accept payment and failed to post the $12,468.28 payment to the above referenced account. In any event, YOU received payment-in-full on **September 28, 2019,** consequently, YOUR refusal to accept the check does not negate the fact that YOU were paid-in-full. Not only were YOU paid-in-full, YOU were also paid within the (45) forty-five day deadline that YOU demanded to avert acceleration, default, and foreclosure. Thus, there is no basis for acceleration of any alleged debt and there is no basis for a default and there is no basis for a foreclosure.

Without acceleration and/or without a default, there is no basis for YOU threatening us with foreclosure, thus any foreclosure, at best, would be a wrongful foreclosure. The above referenced payment-in-full was made, not because we believe any money is owed to YOU or anyone else, the payment was made under duress, collected by Shellpoint via fraud, and paid-in-full to YOU in an attempt to stop the onslaught of harassment, intimidation, and abuse from YOU. Further, to prevent the humiliation, embarrassment, undue burden, and stress exacted by YOU relating to further unscrupulous debt collection practices and to avert a frivolous foreclosure.

Sincerely,

Rex Field

Tracy Field

cc: Wilmington Savings Fund Society, FSB; Fannie Mae (Federal National Mortgage Association)

DISCLAIMER: *NO ADMISSION OF LIABILITY This correspondence to YOU, and past correspondence to YOU, and any future correspondence to YOU, is not an admission on our part of any liability on the pseudo "loan" or account. Further, it is not an admission of any debt, it is not an admission of the validity of a lien, note, or mortgage and it is not an admission that we owe any money to YOU or to any other person or entity.*

EXHIBIT #28

VIA CERTIFIED MAIL

COMPLAINT; DEMAND LETTER

October 10, 2019

Wilmington Savings Fund Society, FSB
Mr. Roger Levenson, President/CEO
500 Delaware Ave
Wilmington, DE 19801

NewRez, LLC D/B/A Shellpoint Mortgage Servicing
PO Box 10826
Greenville, SC 29603

Federal National Mortgage Association ("Fannie Mae")
Mr. Stergios Theologides, Corporate Secretary, Executive Vice President, and General Counsel
1100 15th Street NW
Washington, DC 20005

Wilmington Savings Fund Society, FSB
D/B/A CHRISTIANA TRUST, Trustee
for CSMC 2018-RPL6 Trust
500 Delaware Ave., 11th Floor
Wilmington, DE 19801

RE: Wilmington Savings Fund Society, FSB, not in its individual capacity, D/B/A CHRISTIANA TRUST, but solely as owner trustee for CSMC 2018-RPL6 Trust; NewRez, LLC D/B/A Shellpoint Mortgage Servicing Account# 0578584206; Rex A. Field and Tracy L. Field ("Homeowner(s)"); Fannie Mae Loan#1700119966

Notice to Principal is Notice to Agent, and Notice to Agent is Notice to Principal.

TO: Mr. Roger Levenson (Wilmington Savings Fund Society, FSB); Shellpoint Mortgage Servicing; and Mr. Stergios Theologides (Federal National Mortgage Association aka Fannie Mae),

As YOU are aware, Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA TRUST, Trustee for CSMC 2018-RPL6 Trust ("The Trust") purports to be the owner of a psuedo *"loan"* related to the Homeowner(s). While the Homeowner(s) deny and dispute that YOUR company and/or the Trust owns a loan related to Homeowner(s), that is not the purpose of this Complaint. Nonetheless, Shellpoint cannot identify from whom or when YOU acquired the pseudo *loan.* In fact, Shellpoint via a Ms Lotoya Tatum, under the penalty of perjury, has stated that this claim *"loan"* has not been acquired from anyone. Further, James Martin Page, Esq. of the law firm of Bell, Carrington, Price, and Gregg PLLC, under the penalty of perjury has stated that this claim *"loan"* has not been acquired from anyone. It should be noted that **"A person that files a fraudulent claim could be fined up to $500,000.00 imprisoned for up to five years, or both, 18 U.S.C. 152, 157, and 3571."**

It also should be noted that both of these individuals (Tatum and Page) filed claims under the penalty of perjury representing YOU on YOUR behalf. It should also be mentioned that James Martin Page, Esq, under the penalty of perjury, fabricated, falsified, forged, and filed fraudulent "*loan*" documents, such as a fabricated allonge, which may be subject to the above referenced penalties for filing a fraudulent claim under federal law.

Shellpoint purports to be acting on YOUR behalf, thus, YOU have a principle-agent relationship with Shellpoint which is the subject matter of this Complaint. Shellpoint's rogue collection practices are out-of control and are beyond unconscionable and egregious are too numerous to fully detail in this Complaint. Not only is Shellpoint's correspondence, acting on YOUR behalf, is woefully inaccurate, fabricated, and fraudulent, but, when the Homeowners(s) have tried to get clarification, Shellpoint purposefully manufactures more controversy, fabricates fees and falsifies statements, complicates matters further to the point that YOUR agent is damaging the Homeowners financially and causing great harm to their well-being. Shellpoint, YOUR agent, straight-up lies on the phone, they mail fabricated and fraudulent back-dated letters and statements, they have failed to respond properly for requests for information, QWR's, Notice of Error, and Validation of Debt letters and then YOUR agent, Shellpoint, proceeds to blanket the account with unsubstantiated rapid-fire **excessive** fees non-stop, and and to top it off, Shellpoint refused to post to the account a $12,468.28 paid-in-full check that they received on 9/28/2019 within the (45) forty-five day deadline for Right to Cure and then returned the check uncashed on 10/10/2019, (12) twelve days later with an invalid explanation as to why the check was returned uncashed. On a recorded phone conversation (9/25/2019) with a representative with Shellpoint the first representative said that the loan was referred to foreclosure on 9/19/2019 and I asked what was going on because the 8/14/2019 "Intent to Accelerate" letter stated Homeowner(s) had (45) forty-five days Right to Cure which put the deadline at 9/30/2019 to bring the account current. When I questioned the deadline, the representative transferred me to another senior representative (Mr. John Clewis) and he said that the foreclosure was put on hold on 9/20/2019 and that if I paid Shellpoint $12,3342.28 that there would be no foreclosure. Mr. Clewis, YOUR agent, lied, misled, and committed fraud on the Homeowner(s).

The fact that Shellpoint gave a Notice of Intent to Accelerate with a (45) day deadline that was paid-in-full by that deadline and YOU and/or YOUR agents refused to accept payment and returned the uncashed check for no valid reason is a very serious problem for YOU and YOUR company and any other agents acting on YOUR behalf such as attorneys. Shellpoint, as agent for YOU, have failed to comply with YOUR own self-imposed (45) forty-five day deadline by purposefully not posting the check and returning the uncashed check. The documentation shows that YOU and/or YOUR agents used threats, extortion, and trickery to collect the money, and then, YOU illegally forced acceleration on the Homeowner(s). YOUR false, fabricated, and fraudulent collection practices combined with YOUR false, fabricated, and fraudulent default and acceleration by means of extortion has caused untold harm to the Homeowner(s) financially, mentally, and physically. Thus, not only has Shellpoint caused serious problems for YOU, but YOU have caused serious and lasting damages on the Homeowner(s).

Homeowner(s)have been embarrassed, harassed, threatened, and bullied by Shellpoint and YOUR agents, including being lied to and misled by YOUR attorney, we have been investigated by private investigators, called, surveilled, spied on, stalked, and approached by private investigators multiple times. This is what YOUR company does and what it represents, YOU LIE, CHEAT, AND STEAL, and YOU use unscrupulous, corrupt, and illegal collection tactics, YOUR company employs goons, con-artists, corrupt debt collectors, and unscrupulous attorneys that will do anything to steal our home, rack-up unimaginable fraudulent excessive fees, and exact the maximum amount of damage to the

Homeowner(s) reputation, maximum amount of damage to the Homeowner(s) finances, and maximum amount of harm the Homeowner(s) well-being. The Homeowner(s) have been seriously damaged by YOU, YOUR company and YOUR rogue agents and attorneys.

TIMELINE AND EXHIBITS

On December 26, 2018, Homeowner(s) filed a voluntary petition for Chapter 13 protection and an Automatic Stay was in place that prohibited any debt collection activity. No payments were required to be made to YOU or Shellpoint from the time of the initial filing through the voluntary dismissal on or about **August 13, 2019**. The Adversary Proceeding was dismissed without prejudice and no attorneys fees were awarded or granted.

In a **August 14, 2019** Shellpoint Letter, one day after the voluntary dismissal, Shellpoint mailed to the Homeowner(s) a letter titled "NOTICE OF DEFAULT AND INTENT TO ACCELERATE" giving (45) FORTY-FIVE DAYS Right to Cure **demanding $10,922.88** to bring the pseudo *"loan"* current . The notice stated that if such date falls on a Saturday, Sunday, or legal holiday the due date shall be the next business day. **The deadline to cure was Monday, September 30, 2019.** ***(see exhibit A)***

On September 25, 2019, in Homeowner(s) phone conversation with Shellpoint (Mr. John Clewis), he stated that the amount to cure was **$12,342.28** and that if Homeowner(s) paid that amount, there would be no foreclosure. Further, Mr. Clewis, YOUR agent, stated on a recorded line that the foreclosure was on hold. **Mr. Clewis lied and purposefully misled the Homeowner(s).** Mr. Clewis also stated that the deadline for payment to cure was Saturday, September 28, 2019 and because it was a Saturday, the deadline would be September 30, 2019, which is consistent with the notice.

On Thursday, **September 26, 2019**, Homeowner(s)sent a check in amount of $12,468.28, more than the amount to cure. On **Saturday, September 28, 2019,** Shellpoint timely received the check from the Homeowner(s). Shellpoint received the check (payment-in-full) within the (45) forty-five day to cure the default. Thus, as a result of the payment-in-full (principal, interest, escrow, and fees) that YOU claimed that was due, the total amount due, YOU have no basis for a default and no basis for acceleration. ***(see exhibit B)***

On October, 3, 2019, Homeowner(s) received a Shellpoint Letter back-dated all the way back to **September 20, 2019**, stating that **"foreclosure proceedings have or may soon commence".** This foreclosure notice dated (9/20/2019) is dated (10) ten days before the deadline of the Right to Cure deadline of (9/30/2019), however, it was not was received until (10/3/2019) well after the deadline to cure such that the untimely back-dated notice was worthless, improper, and damaging to the Homeowner(s). Additionally, Shellpoint, YOUR agent, jumped the gun on 9/20/2019 with threats of foreclosure (10) ten days before the Right to Cure deadline, thus, the foreclosure threats back-dated (9/20/2019) shows that YOU and YOUR rogue agents never had any intention of allowing the Homeowner(s) to cure the alleged default. ***(see exhibit C)***

Unbeknownst to the Homeowner(s), the Homeowners were blind-sided on **October 10, 2019,** when Homeowner(s) received the returned uncashed check in the amount of $12,468.28 that Shellpoint had received payment-in-full on September 28, 2019 within the (45) day Right to Cure deadline. The only reason Shellpoint cited in their letter for not accepting the check was that **"because your loan is more than 90 days past due and you are not in an active workout with Shellpoint".** There was no mention by Shellpoint that the check was not the right amount or that it was not enough or that it was

not paid by the Right to Cure deadline. YOU and YOUR agents purposefully and incompetently ignored the payment-in-full and YOU took action to intentionally damage the Homeowner(s) by returning the uncashed check (12) twelve days later. The fact of the matter is that the check made the account (100) one-hundred percent current. The Homeowners(s) cured the alleged default by the deadline imposed by YOU via Shellpoint. Nonetheless, Shellpoint recklessly and with abandon, fraudulently refused the check and returned the uncashed check to the Homeowner(s) so that the Homeowner(s) would be unable to cure the default or avert acceleration by the (45) forty-five day Right to Cure deadline. YOU and YOUR agents have made it IMPOSSIBLE to cure the alleged default. In reality, the alleged default was cured and paid-in-full, the fact that YOU refused to cash the check is now YOUR problem. ***(see exhibit D)***

On October 10, 2019, Homeowner(s) filed a Complaint in a letter to Shellpoint titled "NOTICE OF: COMPLAINT; PAYMENT-IN-FULL; RETURNED CHECK; REFUSAL TO CREDIT/POST PAYMENT TO ACCOUNT; FRAUDULENT DEFAULT.***(see exhibit E)***

All of the documentation, including the attached documentation, shows that Wilmington via Shellpoint, YOUR agent, has willfully and purposefully extorted money and continues to extort money damaging the Homeowner(s) beyond belief. Wilmington, Shellpoint, and YOUR agents have illegally created a controversy when no such controversy existed, in violation of federal law. Wilmington, Shellpoint, and YOUR agents continue to use extortion and threats in their collection practices against the Homeowner(s) for the sole purpose of damaging the Homeower(s) and steal their home.

This issue could be resolved quickly and efficiently. The only way to restore the account is to demand that YOU via Shellpoint post a new check in the amount $12,468.28 to the account showing received as of September 28, 2019, showing the amount being paid as of September 28, 2019, the date it was actually paid to Shellpoint.

DEMAND

Homeowner(s) hereby demand that YOU and/or Shellpoint, YOUR agent, resolve this matter immediately. YOU must communicate in writing to the Homeowner(s) that YOU will accept a new check in the same amount ($12,468.28) and that YOU will post it to the account showing as received on September 28, 2019 to cure the alleged default and avert acceleration. YOU have until the close of business at 5:00pm on Wednesday, October 23, 2019.

Be advised that we will not hesitate to report violations of the law to our State Attorney General, the Federal Trade Commission, Consumer Financial Protection Bureau ("CFPB"), Office of the Inspector General ("OIG"), Securities and Exchange Commission ("SEC"), Office of the Comptroller ("OCC"), Federal Housing Finance Agency, Federal Deposit Insurance Corporation ("FDIC"), Board of Governors of the Federal Reserve System, Department of Housing and Urban Development, the Better Business Bureau, and Federal, State, and Local Law Enforcement. **Homeowner(s) reserve the right to use this Complaint letter and attached exhibits, any previous Complaint letters or correspondence, and any future Complaint letters or correspondence, as evidence in any future Complaints that may be filed with the above referenced entities and regulatory bodies and Homeowner(s) reserve the right to use the evidence, exhibits, documents, correspondence, and any other information shared with Wilmington and/or Shellpoint, and/or its agents as evidence and such evidence may be used in any potential future litigation.**

Homeowner(s) hope that YOU and YOUR agents take this <u>COMPLAINT AND DEMAND</u> seriously and resolve the matter immediately.

Sincerely,

REX FIELD
PO BOX 975
ST HELENA IS, SC29920

TRACY FIELD

DISCLAIMER: NO ADMISSION OF LIABILITY. This correspondence to YOU, any of our past correspondence to YOU, and any future correspondence to YOU, is not an admission on Homeowner(s) part of any liability on the pseudo *loan, note, or mortgage or Shellpoint account.* Further, it is not an admission of any debt, validity of a lien, and it is not an admission that we owe any money to *Wilmington* or to *CSMC 2018-RPL6 Trust* or to any other person or entity.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the **COMPLAINT; DEMAND LETTER, RE: Wilmington Savings Fund Society, FSB, not in its individual capacity, D/B/A CHRISTIANA TRUST, but solely as owner trustee for CSMC 2018-RPL6 Trust; NewRez, LLC D/B/A Shellpoint Mortgage Servicing Account# 0578584206; and Fannie Mae Loan#1700119966** was furnished by United States Mail, postage paid, this ~~March 14, 2019~~ October 14, 2019 to the following:

VIA CERTIFIED MAIL#7016 0600 0000 5995 7212
Wilmington Savings Fund Society, FSB
Mr. Roger Levenson, President/CEO
500 Delaware Ave
Wilmington, DE 19801

US CERTIFIED MAIL #7016 0600 0000 5995 7205
NewRez, LLC D/B/A Shellpoint Mortgage Servicing
PO Box 10826
Greenville, SC 29603

VIA US MAIL
Federal National Mortgage Asociation ("Fannie Mae")
Mr. Stergios Theologides, Corporate Secretary, Executive Vice President, and General Counsel
1100 15th Street NW
Washington, DC 20005

VIA US MAIL
Wilmington Savings Fund Society, FSB
D/B/A CHRISTIANA TRUST, Trustee
for CSMC 2018-RPL6 Trust
500 Delaware Ave., 11th Floor
Wilmington, DE 19801

This day, October 14, 2019 Rex Field
Rex Field

7016 0600 0000 5995 7212

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.
WILMINGTON, DE 19801

Certified Mail Fee	$3.50	0739 16
Extra Services & Fees (check box, add fee as appropriate)		
☐ Return Receipt (hardcopy)	$0.00	
☐ Return Receipt (electronic)	$0.00	Postmark Here
☐ Certified Mail Restricted Delivery	$0.00	
☐ Adult Signature Required	$0.00	
☐ Adult Signature Restricted Delivery	$	
Postage	$1.60	
Total Postage and Fees	$5.10	Mr. Roger Johnson CEO

Sent To: Wilmington Saving Fund Society
Street and Apt. No., or PO Box No.: 500 Delaware Ave
City, State, ZIP+4®: Wilmington, DE 19801

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 0600 0000 5995 7205

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.
GREENVILLE, SC 29603

Certified Mail Fee	$3.50	0739 16
Extra Services & Fees (check box, add fee as appropriate)		
☐ Return Receipt (hardcopy)	$0.00	
☐ Return Receipt (electronic)	$0.00	Postmark Here
☐ Certified Mail Restricted Delivery	$0.00	
☐ Adult Signature Required	$0.00	
☐ Adult Signature Restricted Delivery	$	
Postage	$1.45	
Total Postage and Fees	$4.95	10/15/2019 Servicing

Sent To: New Rez LLC DBA Shellpoint Mortgage
Street and Apt. No., or PO Box No.: P.O Box 10826
City, State, ZIP+4®: Greenville, SC 29603

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

EXHIBIT #29



Shellpoint
Mortgage Servicing

75 Beattie Place, Suite 300
Greenville, SC 29601

Toll Free Phone: 1-800-365-7107
Toll Free Fax: 1-866-467-1187
Email: escalations@shellpointmtg.com

Hours of Operation
Monday-Friday 8:00AM 10:00PM
Saturday 8:00AM-3:00PM

October 29, 2019

Rex A Field
Tracy L Field
P.O. Box 975
St. Helena Island, SC 29920

RE: Reference #: 0578584206
Account #: xxxx6841
Property: 1 Dulamo Bluff Road
St. Helena Island, SC 29920

Dear Rex A Field and Tracy L Field:

We received your inquiry regarding the above referenced mortgage loan, and we have provided the requested information below.

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust is currently the owner of the account number ending in 6841. Shellpoint Mortgage Servicing ("Shellpoint") began servicing the loan on the behalf of the owner referenced above on or about November 01, 2018. As of the date of this response, the unpaid principal balance is $288,872.61. Note that interest, payments, credits, and other allowable charges may cause the loan's balance to vary daily; therefore, you should contact Shellpoint at (866) 316-4706 to determine the exact balance.

Shellpoint acknowledges your correspondences received October 17, 2019 and October 22, 2019 with regard to your mortgage loan account. In the correspondence, you were requesting that fees assessed on the account in the amount of $13,585.30 be removed from your mortgage loan account.

With regard to the funds that you remitted in the amount of $12,468.28; the check was returned due to the loan being greater than 90 days delinquent with no active workout. Our records show that you spoke with a representative and were advised of the total amount due including any fees and costs associated with the delinquency. In the conversation, you advised the agent that you were not responsible for the foreclosure fees and costs. Please note that your bankruptcy case was dismissed on August 18, 2019, and the foreclosure fees and costs were assessed on August 22, 2019. Because you were no longer in bankruptcy on August 22, 2019 when the foreclosure fees were assessed, you are responsible for the related fees and costs when the loan was in a foreclosure status. Additionally, you requested that you needed a letter stating that you were not liable for the fees and costs. We are unable to honor your request pursuant to the original Agreement.

Please note that in accordance with your Deed of Trust (enclosed) Sections 9 and 14 that states if the homeowner fails to perform the covenants and agreements contained within the Security Instrument, the lender may do and pay for whatever is reasonable or appropriate to protect its interest in the property, and the fees associated with such actions shall become an additional debt of the homeowner. Such actions may include but are not limited to performing property preservation measures, assess late fees, property inspections, property valuations, and referring the loan for legal services if warranted. Please note that the outstanding legal fees do not accrue interest and can be paid at any time prior to the loan being paid in full. Shellpoint is unable to waive these fees as they are valid pursuant to the original Agreement.

The total amount necessary to reinstate the loan is **$27,776.98**. A breakdown of this amount without updated foreclosure fees and costs is as follows:

- **January 1, 2019 through October 1, 2019:** $13,851.68
- **Legal Fees/Corporate Advances:** $13,889.30
- **Late Fees:** $36.00

SCB10292019

Shellpoint Mortgage Servicing
75 BEATTIE PL
GREENVILLE SC 29601-2155

1181

US POSTAGE AND FEES PAID
FIRST-CLASS
Oct 30 2019
Mailed from ZIP 29601
3 oz First-Class Mail Flats Rate

CID: 286261

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071S00534813

USPS CERTIFIED MAIL

9414 8106 9994 5045 2104 87

Rex A Field and Tracy L Field
PO BOX 975
SAINT HELENA ISLAND SC 29920-0975

Simple Certified Mail

https://my.simplecertifiedmail.com/PrintLabel.aspx139

EXHIBIT #30

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/)

EXHIBIT #31

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 #32

BK 3721 Pg 2650
FILE NUM 2018066925
12/14/2018 02:17:36 PM
RCPT# 915099
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 0630206993
FNMA Loan Number 1705401336
NTC Loan ID 403326581

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 07/10/2007, made by **CHARLES BROWN AND TONYA Y. BROWN** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR QUICKEN LOANS INC., ITS SUCCESSORS AND ASSIGNS** and recorded 08/14/2007 in the Recorder or Registrar of Deeds of **BEAUFORT** County, **South Carolina** in **Book 02612 and Page 2216**.

Dated this 14th 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

TFloyd
TIFFANY FLOYD
WITNESS

STATE OF FLORIDA
COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me on this 14th 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 217021
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 403326581 2018-RPL2-PL4-SALE DOCR T111812-05:01:13 (C-1) EFRMSC1

D0034335858

BK 3721 Pg 2126
FILE NUM 2018066789
12/14/2018 10:02:50 AM
RCPT# 915041
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 0629001470
FNMA Loan Number 1701419716
NTC Loan ID 403297865

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 05/31/2006, made by **DONNA LEGRANDE AND FRANK LEGRANDE** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR DHI MORTGAGE COMPANY LTD, ITS SUCCESSORS AND ASSIGNS** and recorded 06/06/2006 in the Recorder or Registrar of Deeds of **BEAUFORT** County, **South Carolina** in **Book 2385, Page 1895 and Instrument # 2006044941**.

Dated this 14th day of December in the year 2018
NATIONSTAR MORTGAGE LLC

TIFFANY FLOYD
Vice President of Loan Documentation

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

JESSICA REAVES
WITNESS

HOLLY HARDY
WITNESS

STATE OF FLORIDA
COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me on this 14th day of December in the year 2018, by Tiffany Floyd 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: 04/29/2023

ASHLEY MORRELL
Notary Public - State of Florida
Commission # GG 212021
My Comm. Expires Apr 29, 2023
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 403297865 2018-RPL2-PL2-SALE DOCR T111812-05:00:09 [C-1] EFRMSC1

D00343322D9

BK 3721 Pg 2649
FILE NUM 2018066924
12/14/2018 02:16:49 PM
RCPT# 915098
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 0598173672
FNMA Loan Number 1701217389
NTC Loan ID 403325359

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 03/29/2006, made by **ROBERT A. GIORDANO AND DIANE L. GIORDANO** to **CAROLINA FIRST BANK** and recorded 04/06/2006 in the Recorder or Registrar of Deeds of **BEAUFORT** County, **South Carolina** in **Book 2351, Page 325 and Instrument # 2006027543**.

Dated this 14th day of December in the year 2018
NATIONSTAR MORTGAGE LLC

TIFFANY FLOYD
Vice President of Loan Documentation

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

JESSICA REAVES
WITNESS

HOLLY HARDY
WITNESS

STATE OF FLORIDA
COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me on this 14th day of December in the year 2018, by Tiffany Floyd 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 403325359 2018-RPL2-PL4-SALE DOCR T111812-05:01:29 [C-1] EFRMSC1

D00343354260

BK 3722 Pg 1366
FILE NUM 2018067342
12/18/2018 02:36:54 PM
RCPT# 915369
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 0596618325
FNMA Loan Number 1704134486
NTC Loan ID 403307159

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 05/17/2007, made by **CHERYL ANN FOY** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR SUNTRUST MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS** and recorded 05/29/2007 in the Recorder or Registrar of Deeds of **BEAUFORT** County, **South Carolina** in **Book 02574 and Page 1908**.

Dated this 18th day of December in the year 2018
NATIONSTAR MORTGAGE LLC

TIFFANY FLOYD
Vice President of Loan Documentation

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

JESSICA REAVES
WITNESS

HOLLY HARDY
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 Tiffany Floyd 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 403307159 2018-RPL2-PL4-SALE DOCR T111812-05:00:59 [C-1] EFRMSC1

D0034403269

BK 3722 Pg 1365
FILE NUM 2018067341
12/18/2018 02:36:21 PM
RCPT# 915368
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 0630147080
FNMA Loan Number 1700640987
NTC Loan ID 403296224

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 09/27/2005, made by **PAMELA H. NEYHOUSE** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MORTGAGE NETWORK, INC., ITS SUCCESSORS AND ASSIGNS** and recorded 10/14/2005 in the Recorder or Registrar of Deeds of **BEAUFORT** County, **South Carolina** in **Book 02250 and Page 1495**.

Dated this 18th day of December in the year 2018
NATIONSTAR MORTGAGE LLC

ANDRE MIRANDA
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.

SHANNON MCKINNEY
WITNESS

STACEY GIAQUINTO
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 Andre Miranda 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.

MICHELLE BROWN
COMM EXPIRES: 10/13/2020

MICHELLE BROWN
Notary Public - State of Florida
My Commission #GG 39514
Expires October 13,2020

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 403296224 2018-RPL2-PL4-SALE DOCR T171812-08:38:12 (C-1) EFRMSC1

D00344018955

BK 3721 Pg 2951
FILE NUM 2018066995
12/14/2018 04:40:01 PM
RCPT# 915147
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 0614210730
FNMA Loan Number 1685994296
NTC Loan ID 403375886

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **FEDERAL NATIONAL MORTGAGE ASSOCIATION, WHOSE ADDRESS IS 14221 DALLAS PARKWAY, SUITE 1000, DALLAS, TX 75254, (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 02/24/2003, made by **CHRISTY M. WILKINS** to **COUNTRYWIDE HOME LOANS INC** and recorded 03/05/2003 in the Recorder or Registrar of Deeds of **BEAUFORT** County, South Carolina in **Book 1721, Page 238 and Instrument # 2003016843.**

Dated this 14th day of December in the year 2018
FEDERAL NATIONAL MORTGAGE ASSOCIATION, by NATIONWIDE TITLE CLEARING, INC., its Attorney-in-Fact

CHRISTOPHER TELESCA
VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

SHANNON MCKINNEY
WITNESS

STACEY GIAQUINTO
WITNESS

STATE OF FLORIDA
COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me on this 14th day of December in the year 2018, by Christopher Telesca as VICE PRESIDENT of NATIONWIDE TITLE CLEARING, INC. as Attorney-in-Fact for FEDERAL NATIONAL MORTGAGE ASSOCIATION, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

MICHELLE BROWN
COMM EXPIRES: 10/13/2020

MICHELLE BROWN
Notary Public - State of Florida
My Commission #GG 38614
Expires October 13,2020

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 403375886 2018-RPL2-PL4-SALE DOCR T131813-11:21:04 [C-1] EFRMSC1

D003439483

EXHIBIT #33

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.

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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

A-4

(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

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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/Counterclaimants/
Third-Party Plaintiffs

vs.

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

Third-Party Defendants

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

DEFENDANTS' MEMORANDUM IN OPPOSITION OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT; OBJECTIONS TO PLAINTIFF'S AFFIDAVITS/EXHIBITS

PLEASE TAKE NOTICE that Rex and Tracy Field, ("Defendants") hereby file this Memorandum in Opposition of Plaintiff's Motion for Summary Judgment; Objections to Plaintiff's Affidavits/Exhibits. As of May 13, 2021, the above referenced action is on appeal with the South Carolina Court of Appeals and Defendants' object to the Plaintiff's Motion for Summary being heard on that basis, as well as all applicable law, the court record in this case, the South Carolina Rules of Civil Procedure, oral testimony, and all of the Defendants' affidavits submitted prior to or at the time of the hearing. The Plaintiff's Complaint does not state a cause of action for foreclosure, nonetheless, the Complaint is vehemently contested.

ARGUMENT

There are numerous issues of material fact in dispute in this lawsuit. In fact, the vast majority of the allegations in Plaintiffs Motion are in dispute. Defendants will point to several

material facts still in dispute below. Plaintiffs' Motion itself is no more than a restatement of his original Complaint. Defendants' Answer denied all the allegations, which the Plaintiff has simply restated in their Motion. On April 29. 2021, the Defendants filed "Defendants' Second Amended Answer, Affirmative Defenses, Counterclaims, and Third-Party Complaint". The second amended answer pleads new facts and new genuine issues of material fact, raises additional defenses, affirmative defenses, and asserts additional counterclaims. Again, the Plaintiff has not filed an answer, nonetheless, all of these facts, all of the unanswered affirmative defenses, and all of the unanswered counterclaims are either in dispute or admitted by the Plaintiff. For the reasons set forth in this Memorandum, Plaintiffs Motion for Summary Judgment should be denied.

LEGAL STANDARD

The court may grant a motion for summary judgment "if the pleadings, depositions, answers to interrogatories, and admission on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP. "In determining whether any triable issue of fact exists, the evidence and all inferences which can reasonably be drawn therefrom must be viewed in the light most favorable to the nonmoving party." Quail Hill, LLC v. Cty. of Richland, 387 S.C. 223, 235, 692 S.E.2d 499, 505 (2010) (quoting Pye v. Estate of Fox, 369 S.C. 555,563, 633 S.E. 2d 505, 509 (2006)). **"Summary judgment should not be granted even when there is no dispute as to evidentiary facts if there is dispute as to the conclusion to be drawn from those facts."** Id. (quoting Brockbank v. Best Capital Corp., 341 S.C. 372, 378, 534 S.E.2d 688, 692 (2000)). Summary judgment is a drastic remedy to be invoked cautiously and must be denied if a non-moving party demonstrates a scintilla of evidence in support of her claims. Abdelgheny v, Moody (S.C.App. 2020) 2020 WL 6302425. **The Defendants have served the Plaintiff's counsel with discovery and discovery is pending.** "Since it is a drastic remedy, summary judgment should be cautiously invoked so that no other person will be improperly deprived of a trial of disputed factual issues... this means, among other things, that summary judgment must not

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be granted until the opposing party has had a full and fair opportunity to complete discovery. "Baughman v. American Telephone and Telegraph Co., 306 S.C. 101,410 S.E.2d 537 (1900) quoting Watson v. Southern Railway Co., 420 F. Supp 483, 486 (D.S.C. 1975). Summary judgment is proper when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Summary Judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgement as a matter of law." Clarendon County v. Clarendon County Assessor, 394 S.C. 21, 714 S.E.2d 345 (S.C. 2011). **Defendants' have appealed to the South Carolina Court of Appeals of the order granting "Motion to Strike Jury Trial Demand" to Plaintiff.** On April 20, 2021, the Honorable Bentley D. Price entered an order to strike Defendants' jury trial demand. On April 30, 2021, the Plaintiff was made aware that the Defendants intend to immediately appeal the order to strike Defendants' jury trial demand. The Order is immediately appealable and the Defendants had (30) thirty days from April 20, 2021 to appeal that Order. On May 5, 2021, the Plaintiff filed a Motion for Summary Judgment. On May 13, 2021, the Defendants filed their "Notice of Appeal". 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. "... 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 (CI. App. 2004) (purpose of immediate

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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 case is immediately appealable. Also see Court of Appeals ruling dated April 26, 2017 "South Carolina Community Bank v. Salon Proz, LLC. The Defendants have properly filed a demand for jury trial, the April 20, 2021 Order to strike the jury trial demand is immediately appealable. Re: Bateman and Rouse, 358 S.C. 667, 596 S.E.2d 386 (Ct. App.) 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 rulings from the trial court that a litigant does not have a right to a jury trial. Bateman. 358 S.C. At 390. 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. Defendants are entitled to a jury that 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)

"A mortgage foreclosure is an action in equity." Wachovia Bank, Nat. Ass'n v. Blackburn, 407 S.C. 321, 328, 755 S.E.2d 437, 440 (2014) (quoting Hayne Fed. Credit Union v. Bailey, 327 S.C. 242, 248, 489 S.E.2d 472, 475 (1997)). "In an appeal from an action in equity tried by a judge, appellate courts may find facts in accordance with their own views of the preponderance of the evidence." Id. at 328, 755 S.E.2d at 441. "However, '[w]hether a party is entitled to a jury trial is a question of law.'" Id. (alteration by court) (quoting Verenes v. Alvanos, 387 S.C. 11, 15, 690 S.E.2d 771, 772 (2010)). "Appellate courts may decide questions of law with no particular deference to the circuit court's findings." Id.; see Snow v. Smith, 416 S.C. 72, 85, 784 S.E.2d 242, 248 (Ct. App. 2016) ("[A]

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reviewing court is free to decide questions of law with no particular deference to the [master]."). ("Any party may request a jury pursuant to Rule 38[, SCRCP,] 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." (emphasis added)); Stark Truss Co. v. Superior Constr. Corp., 360 S.C. 503, 508, 602 S.E.2d 99, 102 (Ct. App. 2004) ("[T]he words of [the rule] must be given their plain and ordinary meaning without resort to subtle or forced construction to limit or expand the rule." (second alteration in original) (quoting Green v. Lewis Truck Lines, Inc., 314 S.C. 303, 304, 443 S.E.2d 906, 907 (1994) (per curiam))).

The Defendants' have several counterclaims that are legal claims, and the Defendants have made a valid jury trial demand under Rule 38, SCRCP. S.C. Cmty. Bank v. Salon Proz, LLC, 420 S.C. 89, 96, 800 S.E.2d 488, 492 (Ct. App. 2017) (holding a party is entitled to a jury trial in an equitable action when the counterclaims are legal and compulsory); Rule 13(a), SCRCP (stating a counterclaim is compulsory if it arises out of the same transaction or occurrences as the party's claim). Accordingly, under Rule 53(b), SCRCP, the action must be in circuit court for disposition of the legal claims.

"Where a defendant in an equitable action asserts a compulsory counterclaim that alleges actions at law, both the plaintiff and the defendant have a right to have a jury trial on the issues raised by the compulsory legal counterclaim. *Johnson,* 292 S.C. at 54, 354 S.E. (2d) at 896. If there are factual issues common to both the legal and equitable claims, **the legal claim, "absent the most imperative circumstances," must be tried, that is, disposed of, first.** *Id.* at 56, 354 S.E. (2d) at 897. *See Harkey v. Texas Employers' Ins. Ass'n,* 146 Tex. 504, 208 S.W. (2d) 919, 922 (1948) (holding issues are not "tried" merely by hearing the testimony); *People v. Bleecker St. & F.F. R.R., 67* Misc. 582, 124 N.Y.S. 786, 787 (1910) (holding the word "tried," as used in Code of Civil Procedure § 976, is synonymous with the words "disposed of"). **Arguments of Counsel are not a Substitute for Evidence.** Arguments of counsel are not evidence. Trivelas v. S.C. Dept. of Transportation, 348 S.C. 125, 141, 558 S.E.2d 271, 279 (Ct. App. 2001); Higgins v. MUSC, 326 S.C. 592, 599 S.E.2d 269, 272 (Ct. App. 1997); Historic Charleston Foundation v. Krawcheck, 31.3 S.C. 500, 508 n. 7, 443 S.E.2d 401,406 n. 7 (Ct.

App. 1994); Gilmore v. Ivey, 290 S.C. 53, 58, 348 S.E.2d 180, 183 (Ct. App. 1986).

DEFENDANTS MAKE AND ASSERT THE FOLLOWING OBJECTIONS TO THE PLAINTIFF'S AFFIDAVITS/DOCUMENTS/EVIDENCE

1. Summary judgment motions must be supported by evidence, such as Affidavits
2. Defendants need not submit any evidence in opposition to a summary judgment motion when the Plaintiff has failed to meet its initial burden with admissible evidence.
3. Plaintiff's Motion, Affidavits, and documents contain hearsay that are irrelevant, prejudicial, and violate the rules of evidence.
4. Objection: Plaintiff's Affidavits and documents Lack Foundation and fail to state the basis for their opinions. The Plaintiffs Affidavits are conclusory and without factual basis.
5. Objection: Plaintiff's Affidavits and evidence are conclusory and naked assertions without factual basis.
6. Objection: Plaintiff's Affidavits and documents lack foundation and should be excluded.

Based on the foregoing, Defendants respectfully request that the Court sustain the above objection and exclude the proffered affidavits and documents, "In determining whether the papers show that there is no triable issue as to any material fact the court shall consider all of the evidence set forth in the papers, **except that to which objections have been made and sustained by the court."** (Emphasis added.)

Affidavit of Disputed Facts - Materials Issues of Fact Still in Dispute

ALL AFFIRMATIVE DEFENSES ARE IN DISPUTE

Affirmative Defense #1

The Court Lacks Subject Matter Jurisdiction

20.1 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

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announcing the fact and dismissing the cause;

20.2 Pursuant to SCRCP Rule 12(b)(1), this case should be dismissed.

Affirmative Defense #2
The Court lacks Personal Jurisdiction over the Plaintiff CSMC Trust

21.1 The Court lacks personal jurisdiction over the Plaintiff ("CSMC Trust") 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;

21.2 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;

21.3 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;

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

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

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Affirmative Defense #3
Failure to State a Claim Upon Which Relief Can Be Granted

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

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

22.3 Plaintiff fails to state facts sufficient to constitute a foreclosure action against the Homeowners;.

22.4 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;

22.5 Plaintiff has failed to show proof of ownership of the purported note that would be secured to the real property of the Homeowners;

22.6 Plaintiff has failed to show proof that they have the authority to bring a lawsuit on their own behalf against the Homeowners;

22.7 Plaintiff's claims on the purported note are frivolous;

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

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

22.10 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;

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

22.12 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;

22.13 Plaintiffs' Complaint fails to state a claim upon which relief can be granted and therefore should be dismissed pursuant to Rule 12(b)(6), SCRCP.

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Affirmative Defense #4
Failure to Join Indispensable Parties

23.1 Plaintiff CSMC Trust has failed to join parties pursuant to SCRCP 12(b)(7) which states in part: "failure to join proper party under Rule 19"...; Plaintiff failed to join Wilmington Savings Fund Society, FSB, (in its individual capacity) as a Plaintiff;

23.2 Plaintiff has failed to join as a party Christiana Trust Company of Delaware "Christiana Trust", Trustee, as a Plaintiff, a Delaware corporation formed as a "Limited Purpose Trust" named as the Trustee in the purported "Assignment of Mortgage";

23.3 Plaintiff has failed to join as a party Federal National Mortgage Association ("FNMA"), relating to FNMA MBS Pool #19014-000-8 A/A or FNMA loan #1700119966;

23.4 Plaintiff has failed to join as a party DLJ Mortgage Capital, Inc. ("DLJMC") sponsor of CSMC 2018 RPL6 Trust and of which DLJMC acquired certain loans relating to the CSMC Trust, which is the subject of this action;

23.5 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 note and/or mortgage, if there are any;

23.6 Plaintiff's claims are barred, the Complaint should be dismissed.

Affirmative Defense #5
No Injury, Negligence, Failure to Mitigate Damages, Self-inflicted Injuries, Culpable Conduct, Frustration of Purpose, Speculative Damages, No Agency Relationship, Plaintiff is not in Privity, and No Private Right of Action

24.1 The Plaintiff and Third-Party-Defendants will not suffer any damages;

24.2 Plaintiff has failed to show proof that they are a stakeholder in the purported note and mortgage on the real property of the Homeowners and how they would suffer any damages;

24.3 Plaintiff has not and will not suffer any damages because they are not a stakeholder;

24.4 Plaintiffs' damages, if any, and if not caused solely by their own negligence and fault, were caused by the negligence and fault of others, not the Homeowners, for whom

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Homeowners are not legally responsible;

24.5 Plaintiffs' damages, if any, were caused by their own negligence and fault, to the extent that Plaintiffs did suffer any damages, their claims are barred in whole or in part because they failed to use reasonable means to prevent the alleged damage and failed to use reasonable means to mitigate their damages;

24.6 Plaintiffs' damages, if any, are completely or in part the product of Plaintiff's' failure to mitigate;

24.7 Plaintiffs' claims fail in whole or in part to the extent they have suffered no damages by proximate cause of the Defendants;

24.8 Plaintiff is frivolously and unlawfully pursing the real property on the Homeowners causing injury to its own self;

24.9 The Plaintiff is unlawfully attempting to collect mortgage and/or note payments from the Homeowners, thus causing injury to own self;

24.10 Plaintiff is unlawfully claiming legal right to enforce an alleged negotiable instrument and illegally claiming to be a real party-in-interest, thus causing injury to own self;

24.11 Plaintiff is barred from seeking relief for damages as a result of its self-inflicted injuries;

24.12 Counsel of the law firm of Bell Carrington Price Gregg, LLC, Mr. J. Martin Page is barred from seeking relief for damages as a result of his self-inflicted injuries;

24.13 Counsel of the law firm of Bradley Boult Cummings, LLP, Mr. G. Benjamin Milam is barred from seeking relief for damages as a result of his self-inflicted injuries;

24.14 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", law firms, agents, representatives, servants, sub-servicers, vendors, employers, assignors, and/or assignees, own culpable conduct, fault, and/or negligence, and any

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recovery herein shall be diminished accordingly in whole or in part;

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

24.16 Plaintiff does not have the power to enforce the purported note and extinguished mortgage against the real property of the Homeowners, or otherwise;

24.17 No relationship exists between the Plaintiff and Homeowners;

24.18 No contract exists by and between Plaintiff and the Homeowners;

24.19 Plaintiff has no rights to any existing contracts of the Homeowners, including the right to foreclose or collect attorney's fees;

24.20 Plaintiff and/or any person or entity that purportedly 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;

24.21 Homeowners never agreed to pay attorney's fees to Plaintiff or the debt collectors under any circumstances, and therefore is not entitled to attorneys' fees in this action;

24.22 The Plaintiff and their cohorts are knowingly and wantonly pursuing a frivolous lawsuit;

24.23 Plaintiffs' claims are barred because the acts complained of did not, and will not, cause any actual injury or alleged damages.

Affirmative Defense #6
No Standing, No Real-Party-in-Interest, and Failure of Conditions Precedent

25.1 Plaintiff lacks standing to assert their claims;

25.2 Plaintiff does not allege that they are true and lawful owner of purported note and mortgage;

25.3 Plaintiff is not the true and lawful owner of purported note and mortgage nor are any

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sums due the Plaintiff thereunder;

25.4 Defendants have not borrowed any money from the Plaintiff;

25.5 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;

25.6 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;

25.7 Plaintiff and/or their respective agents, representatives, and/or successors have misrepresented the facts to deceive the court to obtain standing that does not exist as if Plaintiff is the owner of the purported note and mortgage without alleging any legal assignment of the purported note, or providing any other information regarding the purported assignment, if there is one;

25.8 That MIN designation means it is related to Mortgage Electronic Registration System ("MERS"), an entity known to destroy notes;

25.9 Federal national Mortgage Association ("FNMA"), an entity known to destroy notes;

25.10 Upon information and belief, the original note, if there is one, does not exist and did not exist to be assigned.

25.11 Plaintiff does not allege when or how the purported note was assigned to it and omits any information that a valid assignment occurred;

25.12 Plaintiff's Complaint in itself proves an uncurable title with no valid assignment;

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25.13 It is established law that when MERS is used as a nominee that breaks the chain of title and voids any assignment;

25.14 Plaintiff is not the owner of the purported note and mortgage;

25.15 Plaintiff is not the Holder-in-Due-Course ("HDC");

25.16 Plaintiff has no injury;

25.17 Plaintiff paid no value;

25.18 Homeowners were not in default when the Complaint was filed by Plaintiff;

25.19 No payments were due or owing to the Plaintiff at the time the foreclosure was filed;

25.20 Plaintiff failed to validate the alleged debt or authenticate the identity of the owner of purported the note;

25.21 No physical chain of custody of the purported note;

25.22 DLJMC sponsor acquired certain loans relating to the CSMC 2018 RPL6 Trust from FNMA in a bulk transaction;

25.23 The purported note is not owned by or held for the CSMC 2018 RPL6 Trust;

25.24 E*Trade Mortgage, the alleged lender, was fully aware that the alleged loan was funded by FNMA MBS Trust investors;

25.25 As shown by the allegations in the Complaint, the Plaintiff's claim is dependent upon the enforceability of the purported note subject of this case;

25.26 The purported note is not a genuine authentic original, thus the purported note does not exist;

25.27 At the moment of the purported note's transfer to FNMA MBS Trust on behalf of investors, MERS could not have an agency/beneficiary/nominee status with the true "lenders" as there was no further authority to substitute a mortgagee or transfer any other interest in the mortgage to any party;

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25.28 The real parties in interest of the purported note were the FNMA MBS Trust investors, of which were prepaid in full on or about December 22, 2010;

25.29 The alleged lender, E*Trade Mortgage Corporation, was fully aware that the purported Loan was funded by FNMA MBS Trust investors hence the subsequent assignment of any and all rights purported to have been assigned by the Mortgage Registration System ("MERS") to Citimortgage are null and void. Fannie Mae used sub-servicers, such as Citimortgage to conceal the true creditor and separate the borrowers from the true investors by making it appear that someone other than the true creditor had a beneficial interest;

25.30 Because neither E*Trade Mortgage, Citimortgage, Fannie Mae, NATIONSTAR, Wilmington Savings Fund Society, Christiana Trust, or DLJMC nor MERS advanced any funds in the purported loan transaction, they do not stand to suffer any loss or harm should they be enjoined from foreclosing on the Defendant Homeowners' property;

25.31 NATIONSTAR, d/b/a Mr. Cooper shows the purported note and mortgage paid-in-full;

25.32 The Plaintiff or any of the other parties lack standing to foreclose on behalf of unknown former investors because the investors have been paid-in-full and they lack of agency and lack of authority;

25.33 The Plaintiff or any other party does not have enforceability rights as holder or holder in due course of the purported note and mortgage and lacks standing to proceed against the Homeowners under the purported note and mortgage;

25.34 An action must be brought by the real party in interest, and the Plaintiff, Christiana Trust, Trustee or CSMC 2018 RPL6 Trust, individually or collectively, are not the real party in interest with regard to the purported note note and mortgage;

25.35 CSMC 2018 RPL6 Trust is a "Delaware Statutory Trust" organized under Delaware law pursuant to 12 Del. C. § 3801 et seq. which cannot bring this action in its own name;

25.36 Under South Carolina law, trusts are not recognized as legal entitles separate from their

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trustees or beneficiaries. It is axiomatic that a trust can only act through its trustees. A trust is therefore not a "real party in interest" capable of prosecuting a legal action in the State of South Carolina. The Plaintiff CSMC Trust is a trust which is required to act through its trustee, which is a Delaware "Limited Purpose Trust", Christiana Trust, Trustee, which cannot bring this action in its own name, which is also organized under Delaware law with a limited role;

25.37 Christiana Trust, Trustee, admit they have a limited role and that they do not conduct foreclosures;

25.38 Plaintiff lacks standing and did not suffer a concrete injury and has no standing to file the Complaint;

25.39 Plaintiff has not produced any valid or authentic documentation that would authorize a foreclosure lawsuit on the real property of the Homeowners;

25.40 Plaintiff has failed to show proof pursuant to SC ST SECTION 37-5-114(2) ... "a default judgment may not be entered in the action in favor of the creditor unless the complaint is verified by the creditor or sworn testimony, by affidavit or otherwise, is adduced showing that there is a creditor or that a creditor is entitled to the relief demanded";

25.41 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;

25.42 Plaintiff does not have the capacity that grants them the right to file a foreclosure suit;

25.43 The chain of title ended with Federal National Mortgage Association ("FNMA");

25.44 Plaintiff is not the "Real Party in Interest" of the mortgage and purported note or any other credit agreement on the real property of the Homeowners;

25.45 Plaintiff has not and cannot prove its case because it is not a "real party in interest" to the purported mortgage and the purported note;

25.46 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;

25.47 The action must be dismissed.

Affirmative Defense #7
Tender of Payment, No Default, and Impossibility of Performance

26.1 Plaintiff's claims are barred.

Affirmative Defense#8
No Chain of Title

27.1 Plaintiff, Third-Party Defendants, and their predecessors, have failed to show proof that the purported mortgage lien was valid or perfected when Plaintiff filed the Complaint and they have failed to show a perfected lien that would be secured to the real property of the Homeowners;

27.2 Plaintiff has failed to show proof that the purported note is identifiable to the Homeowners or the Homeowners' property, failed to show proof that it is enforceable when Plaintiff filed the Complaint, have failed to show said identity that would be secured to the real property of the Homeowners;

27.3 The purported note is paid-in-full and is not identifiable to the real property of the Homeowners;

27.4 No contract exists by and between Plaintiff and the Homeowners;

27.5 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 note and/or mortgage;

27.6 Plaintiff has has failed to show proof of the accounting of the FNMA MBS Trust prepaid-in-full note of the purported note from the FNMA MBS Trust and the lack of "consideration" given by and between any person or entity on the transfers and/or assignments of the purported note;

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27.7 The table funded, "Piggyback" aka Combo Loan whereby the HELOC, mortgage, and 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;

27.8 The purported note was allegedly 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 that the purported note could be properly identified or enforceable;

27.9 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);

27.10 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 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 purported 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 note. As well the Note itself admits of no

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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";

27.11 The Plaintiff didn't take the purported 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;

27.12 MERS could not assign any greater rights to CITI than what MERS had;

27.13 Plaintiff has failed to show proof that the purported 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;

27.14 Plaintiff has failed to show proof that they are the "owner" of a valid and enforceable Note and that such alleged ownership would be secured by the real property of the Homeowners;

27.15 Plaintiff has failed to show proof that any such default would be secured by the real property of the Homeowners;

27.16 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 ownership of the Note;

27.17 Plaintiff has failed to show proof of ownership of the purported 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 note by and between FNMA and/or by and between any other person or entity;

27.18 Plaintiff has failed to show proof of a valid and enforceable assignment (if one exists or ever existed) of the purported note and that assignment would be secured to the real property of

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the Homeowners;

27.19 Plaintiff has failed to show proof of a valid and enforceable assignment (if one exists, or ever existed) of the purported 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;

27.20 Plaintiff has failed to show proof any alleged default would be secured on the real property of the Homeowners;

27.21 Plaintiff has failed to show proof that the prepaid-in-full/reclassification of the purported note from a FNMA MBS Trust on or about December 22, 2010 was an acquisition of the note by FNMA from the FNMA MBS Trust or and that said reclassification would be secured to the real property of the Homeowners;

27.22 Plaintiff has failed to show proof that the reclassification of the purported 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;

27.23 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 note and that said foreclosure would be secured on the real property of the Homeowners;

27.24 Plaintiff has failed to show proof that any person or entity owns the purported note;

27.25 Plaintiff has failed to show proof that a secured creditor exists and the identity of a secured creditor (if one exists) of the purported purported note;

27.26 Plaintiff has failed to show proof of any purported note assignments (if any exist) by and between the Plaintiff and FNMA and/or by and between any other person or entity;

27.27 Plaintiff has failed to show proof of any agency relationship with any person or entity on the purported note and that said agency (if exists) would be secured by the real property by the Homeowners;

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27.28 Plaintiff has failed to show proof that they have any rights to foreclosure on the purported note and that such rights would be secured on the real property of the Homeowners;

27.29 The alleged debt does not exist between the Homeowners and Plaintiff;

27.30 Plaintiff's claims are barred.

Affirmative Defense#9
No payment history and No Valid Business Record

28.1 Defendant Homeowners never established an account with the Plaintiff or any of their agents;

28.2 Plaintiff or their agents, do not have any business records of their own relating to any payments history;

28.3 Plaintiff or their agents, utilize fabricated spreadsheets, to give the appearance of business records, when, in fact, they are sourced from third party vendors that sell data for profit, these vendors do not represent any predecessor servicer or any predecessor mortgagee. The data is not authentic business records, the data is manipulated and altered, the data is hearsay, lacks foundation, and is not admissible evidence;

28.4 Plaintiff's claims are barred.

Affirmative Defense #10
Misrepresentation, False Pretenses, and Equitable Estoppel

29.1 Plaintiff and/or their purported agents are just a Third Party Debt Collectors under Federal Law; Plaintiff has fraudulently claimed the purported 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;

29.2 Plaintiff misrepresented the true facts and the true facts were unknown to the Homeowners;

29.3 The Complaint does not reflect the documents from the CSMC 2018 RPL Trust, whose

documents have been concealed and ignored;

29.4 The Plaintiff, itself and/or by and through their 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, including, but not necessarily limited to, conduct calculated to convey the impression that they were the owner of the purported note and mortgage, when in fact, they are not;

29.5 The Plaintiff represented that the purported note and mortgage are enforceable against the Homeowners, when in fact, they are not enforceable;

29.6 The Plaintiff filed a false, frivolous, and fraudulent Complaint against the Defendants;

29.7 The Plaintiff intended, or at least expected or desired, that the Homeowners would rely upon the impressions conveyed by this conduct;

29.8 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;

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

29.10 The Homeowners accordingly relied on these representations to its prejudice;

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

29.12 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;

29.13 Plaintiff knowledgeably consented to legal wrong has no legal right "Doctrines of

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Scienti et volenti non fit injuria";

29.14 Plaintiff alleged claims is harm without injury "Damnum absque injuria";

29.15 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;

29.16 Homeowners maintain that equitable estoppel bars Plaintiff's alleged claim.

Affirmative Defense #11
Statue of Frauds

30.1 The Statue of Frauds invalidates any and all transfers of the purported note and/or mortgage that were not memorialized in writing at the times of the transfers;

30.2 Plaintiff has not come forward with any valid and authentic mortgage assignments and/or valid assignments of the note with valid endorsements, thus this shows that there aren't any;

30.3 As a matter of law, any and all transfers that Plaintiff has are a nullity;

30.4 The Plaintiffs claim is barred by the statute of frauds.

Affirmative Defense #12
Unclean Hands

31.1 The Plaintiff, itself and/or by and through its agents and servants, has engaged in such conduct with respect to the purported mortgage and/or note of this action as to make the Plaintiff's hands unclean with regard to the matters subject of this action;

31.2 This conduct by the Plaintiff relates directly to the subject matter of this action;

31.3 The Plaintiffs said conduct has proximately caused the Homeowners prejudice and injury;

31.4 Plaintiffs claims are barred, in whole or in part, by the doctrine of unclean hands;

31.5 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 purported note and mortgage with "unclean hands";

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31.6 Plaintiff filed this Complaint on the Homeowner's without providing proof of the existence of a valid and enforceable 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;

31.7 Plaintiff has conducted their business without honesty in fact and without the observance of reasonable commercial standards of fair dealing;

31.8 Plaintiff has engaged in fraudulent, unconscionable conduct, and has failed to have an "obligation of good faith";

31.9 Plaintiff seeking equity must do equity.

Affirmative Defense #13
Extrinsic Fraud and Collusion

32.1 Plaintiff's claims are barred

Affirmative Defense #14
Fraud in the Inducement, Duress, Illegality, Unconscionability, and Undue Influence

33.1 Plaintiff's claims are barred.

Affirmative Defense #15
Laches, Waiver, Estoppel, Consent, Release, Acquiescence, and/or Ratification

34.1 Plaintiffs' claims are barred by the doctrine of laches, waiver, estoppel, consent, acquiescence, and/or ratification.

Affirmative Defense #16
Election of Remedies

35.1 Defendants pleads the doctrine of election of remedies.

35.2 Plaintiff has asserted an action at law in conjunction with an equitable remedy.

35.3 Plaintiff should be required at trial to elect which remedy it is seeking.

Affirmative Defense #17
Debt Collection Action, Not Entitled to Relief, No Entitlement to Deficiency, not liable to Plaintiff

36.1 Plaintiff knew or should have known that the true lender-creditors "owners" of the

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purported note to the Homeowners were the "Investors" in the MBS Trust;

36.2 Homeowners never borrowed any money from the Plaintiff, there is no consideration by and between the Plaintiff and the Homeowners.

36.3 Plaintiff claims are barred.

Affirmative Defense #18
UCC Code

37.1 Plaintiff filed suit on the Homeowners seeking payment of the purported note knowing that another party (the FNMA MBS Trust or Investors) had a prior claim to the instrument;

37.2 Plaintiff has obtained no rights in the purported note;

37.3 Plaintiff has failed to meet the acquisition requirements to establish "Holder-in-Due-Course" status of the purported note;

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

37.5 The purported note has been materially altered;

37.6 The purported note is a forgery;

37.7 The use of the materially altered, forged note in a foreclosure proceeding is illegal;

37.8 Plaintiff has failed to meet the requirements of a Holder-in-Due Course ("HDC") on the purported 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;

37.9 Plaintiff has failed to show that it has given "value" for the purported note;

37.10 Plaintiff has failed to show that it obtained and/or acquired the purported note in "good

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faith". Article 3 defines good faith as "honesty in fact and the observance of reasonable commercial standards of fair dealing";

37.11 Plaintiff knew or should have known that the purported note was defective;

37.12 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;

37.13 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;

37.14 Plaintiff is not a Holder-in-Due-Course of the purported note because they acquired or obtained possession of the purported 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;

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

37.16 Without the "Holder in Due Course" of the purported note, there can be no action for foreclosure;

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

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

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

37.20 The Plaintiff and FNMA hav failed to meet the acquisition requirements to establish

"Holder-in-Due-Course" status of the alleged subject Note;

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

37.22 The prepayment-in-full, reclassification and/or removal of the 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;

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

37.24 The Plaintiff and/or FNMA, or any of its agents do not have the right to foreclose on or enforce the purported note on the real property of the Homeowners;

37.25 Plaintiff has failed as a "true owner" (if there is one) as such, the investors were paid-in-full, and the "holder", if there is one, is a holder of a defective worthless note, a liquidated, paid-in-full, extinguished and unenforceable note;

37.26 Plaintiff's claims are barred.

Affirmative Defense #19

Multiple Robo-Signers, Conflict of Interest, Fatal Defects, Perjured Documents, Fabrication of Evidence, Documents Non-Existent, and Spoilation of Evidence

38.1 The purported note has been altered, forged, and has numerous defects and is fatally defective;

38.2 Plaintiff has failed to show proof that the purported note is without defects that would be secured to the real property of the Homeowners;

38.3 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;

38.4 The purported mortgage has been altered and has numerous defects and is fatally

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defective;

38.5 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;

38.6 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;

38.7 The ROBO signed assignments of an extinguished mortgage are forgeries, defective, void, and unenforceable;

38.8 Any assignment of the purported note or mortgage was unlawful;

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

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

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

38.12 Plaintiff is not the Real Party-in-Interest, not the Holder-in-Due Course, not a secured creditor; not a "secured lien holder"; not a mortgagee"; not an "owner of the mortgage"; not a owner of the purported note; not a "nominee of the note"; not a "nominee of the mortgage"; not a assignee of the mortgage; not a assignee of the note, and has no legal right to enforce the purported note or mortgage;

38.13 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

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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;

38.14 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;

38.15 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];

38.16 Plaintiff and/or its counsel did not possess the documents they swear they reviewed in their affidavits and pleadings filed in this court;

38.17 Plaintiff knowingly filed false, fraudulent, unlawful and deficient documents to expedite this foreclosure to Defendant's detriment;

38.18 Plaintiff's claims are barred.

Affirmative Defense #20

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Accord and Satisfaction

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

39.2 Plaintiff's claims are barred.

Affirmative Defense #21
No Proper Notice of Default

40.1 No notice of default provided to Homeowners by the last known owner of the purported note on the real property of the Homeowners;

40.2 Plaintiff's claims are barred.

Affirmative Defense #22
Res Judicata

41.1 Plaintiff's claims are barred.

Affirmative Defense #23
Statue of Limitations

42.1 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;

42.2 Plaintiff's claims now or in the future are time barred.

Affirmative Defense #24
Judicial Estoppel

43.1 Plaintiff's claims are barred.

Affirmative Defense #25
Promissory Estoppel

44.1 Plaintiff's claims are barred.

Affirmative Defense #26

Ursury

45.1 Plaintiff's claims are barred.

Affirmative Defense #27
Comparative Negligence, Fault of Plaintiff, and Third-Party Defendants and Predecessors

46.1 Plaintiff's claims are barred

Affirmative Defense #28
Failure to Act in a Commercial Reasonable Manner

47.1 Plaintiff's claims are barred.

Affirmative Defense 29
Prior Breach

48.1 Defendants plead the defense of prior breach, by virtue of the alleged mortgage;

48.2 The assertion of false, misleading, fraudulent and illegal charges by the Plaintiff is a breach of contract.

Affirmative Defense #30
Confidential Settlement and Release Agreement

49.1 Plaintiff, their agents, and/or their predecessors equitable release of rights now complaining of;

49.2 Plaintiff's claims are barred.

Affirmative Defense #31
Abandonment

50.1 Plaintiff's claims are barred.

Affirmative Defense #32
Set-Off

51.1 Homeowners deny that they have been advanced any sum of money from the Plaintiff, Homeowners deny that any sums of money is owed to Plaintiff;

51.2 Plaintiff cannot service a debt obligation that cannot be shown to be identified to any person or entity and/or shown to exist;

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51.3 Plaintiff cannot claim a debt obligation to be in default that cannot be identified or shown to exist;

51.4 Plaintiff would not be entitled to any repayment of any sums of the purported note and/or mortgage as the "Investors" are the true lender-owners and as such, have been paid-in-full;

51.5 Homeowners would be entitled to repayment of monies paid to Plaintiff, Third-Party Defendants, their predecessors, and/or sub-servicersafter the purported 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;

51.6 The Plaintiff and their predecessors have knowingly, intelligently, and voluntarily relinquished any right they may have had to prosecute the foreclosure claim subject of this action;

51.7 Plaintiff's alleged claims to damages are barred, in whole or in part, by the right of one or more parties to a set-off against any such damages;

51.8 Plaintiff's claims are barred.

Additional Material Issues of Fact Still in Dispute

7. Plaintiff and Third-Party Defendants' improper use of Homeowners' identity; improper use of unenforceable notes and extinguished mortgages, intentional misrepresentation of their rights to foreclose; false, forged, fraudulent, and perjured note and mortgage documents; fraud in the inducement, fraud in the execution of certain mortgage loans pooled together in a securitized Delaware Statutory Trust, namely the CSMC 2018 RPL6 Trust, also known as the Credit Suisse Mortgage Corporation 2018 RPL6 Trust collecting on toxic, fatally defective, and notes and unenforceable mortgages.

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8. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust hereafter ("CSMC Trust") false claims of the acquisition of mortgage loans relating to real property; the institution of fraudulent threats of foreclosure and fraudulent foreclosure proceedings based on false and fraudulent misrepresentations; the fraudulent collection, through one or more agents of monies allegedly owed on purported notes as to alleged mortgage loans through false and fraudulent misrepresentations; and the perpetration of frauds upon the Courts, through false and fraudulent misrepresentations in connection with the filing of foreclosure actions and the prosecution of foreclosure actions which conduct, in the aggregate and in the manner executed, constituted a pattern of unlawful activity.
9. The Plaintiff is CSMC 2018 RPL6 Trust ("CSMC Trust");
10. The FNMA MBS Trust Pool #19014-000-8 A/A and/or FNMA Loan number 1700119966 is the subject of the above pending action.

    On June 13, 2018, **"Fannie Mae Announces Seventh Sale of Reperforming Loans"** states: "The sale consists of 27,000 loans, having an unpaid principal balance of $6.17 billion, and is available for purchase by qualified bidders." "The sale of reperfoming loans is being marketed in collaboration with CitiGroup Global Capital Markets. Bids are are due on July 10, 2018." The terms of 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 sale. In addition, buyers must report on loss mitigation outcomes. Any reporting requirements cease once a loan has been curent for twelve consecutive months after the closing of the reperforming sale." ***see exhibit***

11. June 13, 2018, **Fannie Mae "Fact Sheet – Re-Performing Loan Sale FNMA 2018-PL2 Sale"** shows:
    a). Announced via press release by Fannie Mae on June 13, 2018
    b). Approximately $6.17 billion in unpaid principal balance (UPB)
    c). 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 of loans serviced by Mr. Cooper.

    Marketed with Citigroup Capital Markets, Inc. as adviser.

    FNMA 2018-RPL2 Timeline:

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June 13, 2018: Marketing begins
June 15, 2018: Data room open for bidders
July 10, 2018: Bids due
July 11, 2018: Bids awarded
Mid-September, Due Diligence ends
Mid-Late September, 2018, Sale closes *(see exhibit)*

12. On July 17, 2018, "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 total of the four pools were purchased on an all-or-none basis."
    (see exhibit)

13. On November 19, 2018, the CSMC 2018 RPL6 Trust ("CSMC Trust") was formed as a Delaware Statutory Trust ("DST") in the State of Delaware without a Trustee. The DST's are governed by the laws of the State of Delaware. The registered agent for the "CSMC Trust" was Wilmington Savings Fund Society, FSB.

14. On or about September 21, 2018; DLJ Mortgage Capital, Inc. ("DLJMC") closed on the FNMA RPL2 sale and acquired all of the mortgage loans ("all-or-none").

15. On October 11, 2019, the Plaintiff filed the above-captioned Complaint.

16. On or about May 11, 2020, the CSMC 2018 RPL6 Trust was securitized by Credit Suisse First Boston Mortgage Securities Corp. ("Depositor"), (7) seven months after the Plaintiff filed the

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above referenced Complaint on October 11, 2019. The ("Sponsor") for the CSMC 2018 RPL6 Trust is DLJ Mortgage Capital, Inc., ("DLJMC") wholly owned subsidiary of Credit Suisse (USA) Inc.;

17. On May 11, 2020 , 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"). The SEC filing shows DLJMC acquired all of the mortgage loans relating to CSMC Trust.
18. The SEC filing shows 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 DLJMC for the CSMC 2018 RPL6 Trust.
19. The CSMC 2018 RPL6 Trust has one shareholder for the sole benefit of PIMCO Income Fund, the largest bond mutual fund in the world.
20. The CSMC 2018 RPL6 Trust consists of former FMNA MBS Trust loans starting with the FNMA loan number 1700XXXXXX, (The subject FNMA loan number is 1700119966) every mortgage loan in the CSMC 2018 RPL6 Trust were formerly serviced by NATIONSTAR, LLC d/b/a Mr. Cooper that were acquired by DLJ Mortgage Capital, Inc. as the winning bidder of the July 2018 FNMA auction ("FNMA RPL2-PL3 SALE") as referenced on the "Assignment of Mortgage", PL3 is Pool 3 of 4 Pools acquired by DLJMC, nearly all of the mortgage loans were subject to the controlling FNMA Trust Indenture that originated for FNMA MBS Trusts between May 1, 2002 through June 1, 2007.
21. 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

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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.

22. 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.

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

24. 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 DLJMC on behalf of CSMC 2018 RPL6 Trust were illegal, mortgage fraud, and/or securities fraud.

25. Pursuant to the controlling FNMA Trust Indenture Nineth Supplemental (May 1, 2002 through June 1, 2007), FNMA "shall have no authority to sell or hypothecate or make any substitution for any mortgage loan".

26. The due diligence report shows that the 20,125 FNMA loan numbers that were acquired by DLJMC for the benefit of the single shareholder of the CSMC 2018 RPL6 Trust, PIMCO Income Fund investors.

27. The FNMA RPL2 Sale of 26,900 mortgage loans to DLJMC indicates that there are 6,775 mortgage loans that are missing.

28. 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

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in the near future.

29. On 12/18/2018, Nationwide Title Clearing, Inc. filed an unauthorized 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 Plaintiff CSMC 2018 RPL6 Trust.
30. Nationwide Title Clearing, Inc. reported to the Homeowners not only did NATIONSTAR not initiate or authorize the assignment but they also refused to assign the purported mortgage to Plaintiff CSMC Trust, FNMA then stepped in and requested Nationwide Title Clearing process the assignment under the FNMA contract vendor number with Nationwide Title Clearing.
31. The purported assignment shows the Homeowners' FNMA Loan number 1700119966.
32. 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 and signing for NATIONSTAR without authorization from NATIONSTAR.
33. In the footnote of the purported mortgage assignment shows the document being prepared by Dave LaRose/NTC, Nationwide Title Clearing admits that he did not prepare this document.
34. The Beaufort County, SC Register of Deeds ("ROD") and other ROD's in counties across the state are replete with similar fabricated, forged, fraudulent, and deceptive assignments relating to the Plaintiff CSMC 2018 RPL6 Trusts and CHRISTIANA Trust, some examples of those other assignments in Beaufort County, SC ROD are attached as exhibits to this pleading.
35. 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"**.
36. Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA TRUST Company website

states:

The CHRISTIANA 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.

37. 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".

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

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

40. 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 note or purported mortgage loan.

41. 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

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CHRISTIANA TRUST in the name of the Trust.

42. 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.

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

44. The CSMC 2018 RPL6 Trust does not own the purported note.

45. Wilmington Savings Fund Society, FSB, in its individual capacity, does not own the purported note..

46. 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.

47. 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";

48. Neither Wilmington Savings Fund Society, FSB, CHRISTIANA TRUST, CSMC 2018 RPL6 Trust, Third-Party Defendants, their agents nor any predecessors hold a perfected secured claim upon the Homeowner's property.

49. On October 7, 2005, the ETRADE loan number was 731695 and was placed on the purported note and mortgage. The Mortgage Identification Number ("MIN") was also assigned to the purported 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 purported note.

50. 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.

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

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

53. 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).

54. 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.

55. 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.

56. 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 June 1, 2007.

57. 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 Nineth Supplemental in full force and effect (May 1, 2002 through June 1, 2007).

58. Again on 12/1/2005, at the time when FNMA allegedly 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 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

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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.

59. Again, on 12/1/2005, Third-Party Defendant Fannie Mae assigned the subject Loan a new FNMA MBS Pool# 19014-000-8 A/A or Loan number #1700119966.

60. On 12/7/2005, pursuant to the MERS Milestones Report, Citimortgage's "Beneficial Rights – Option 1" were automatically removed and FNMA was listed as the Investor on the MERS systems, the very system in charge of tracking ownership of the Notes. FNMA 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;

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

62. On 12/1/2005, when the the Notes were allegedly 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.

63. FNMA no longer had any control over the purported note or the mortgage loan or any of the pooled loans. The FNMA MBS Trust was a non-managed passive trust whereby all principal, interest, and pre-payments, and payoffs were immediately passed through to the investors.

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

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

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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."

65. Pursuant to the FNMA Trust Indenture "Servicing of Mortgage Loans"

Section 5.01, (Page 15) states in part:

"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."

66. Section 5.01, (Page 15) states in part:

"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)"**

67. Section 5.02, (Page 16) states in part:

..."unless it shall elect to withdraw such Mortgage Loan pursuant to"... ..."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."**

68. 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."**

69. On October 20, 2010, at a time when the purported note or mortgage loan was allegedly owned

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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.

70. 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 purported 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 (note), has a worthless piece of paper.

71. 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

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72. On 10/20/2010, the purported note was allegedly owned by a FNMA MBS Trust when the purported Assignment of Mortgage from MERS as nominee for ETRADE to CitiMortgage.
73. The assignment of the mortgage alone without the corresponding Note/Debt is a nullity;
74. 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, was a fatal flaw in the title.
75. Homeowners were unaware, at the time, that the above referenced assignment on 10/20/2010 was filed in Beaufort County, SC ROD;
76. On December 22, 2010, FNMA prepaid the purported note/mortgage loan in the FNMA MBS Trust, the investors were prepaid-in-full.
77. The assignment of mortgage was forged and fabricated at a time when the purported note was allegedly owned by FNMA MBS Trust 19014-000-8 A/A or FNMA #1700119966.
78. 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.
79. On or before February 22, 2012, the purported mortgage was extinguished by MERS and Citimortgage as shown on the MERS Milestones Reporting system, Citimortgage reported that Citimortgage was no longer the Servicer.
80. 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

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Non-MERS Member. Transfer to Non-MERS Status.

81. 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.

82. 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 Citimortgage's claim. At the time the claim was made, CitiMortgage was neither the Servicer nor the mortgagee or the owner of the purported note or mortgage loan.

83. On May 3, 2013, E*TRADE entered into a Confidential Settlement Agreement with the Plaintiff. The "Released Matters" are as follows:

> "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."

84. 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."

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."

85. 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)

86. 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 purported note and mortgage. However, the FNMA MBS Trust that corresponds with the FNMA Investor 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

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subsequently filed the HAMP with Beaufort County, SC ROD. Beaufort County ROD rejected the HAMP document and sent it back to Citimortgage. Subsequently, Homeowners had a phone conversation with Jessica Shepard of Citimortgage regarding the status of the extinguished MERS Mortgage.

87. On March 10, 2015, (7) seven months after the first HAMP was partially executed, Document Recording Services, not Citimortgage, of Tallahassee, FL, unbeknownst to Homeowners, 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.

88. 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, another flaw in the Homeowner's title.

89. The FNMA Trust Indenture shows that the failed modification was in violation of said FNMA MBS Trust terms: Section 5.01, (Page 15) states in part: "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)"**

90. On August 6, 2016, Citimortgage acting in the capacity of a debt collector, not the servicer, not

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the lender, not the owner of the purported 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)."

91. The above purported assignment of mortgage from CitiMortgage to NATIONSTAR clearly does not assign the purported 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.

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

93. 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.

94. The Assignment of Mortgage from Citimortgage to Nationstar is void.

95. The purported assignment of mortgage document recorded in the Beaufort County, SC ROD is fraud upon fraud in the Homeowners' title.

96. On December 18, 2018, NATIONTAR Mortgage, acting in the capacity of a debt collector, not the Servicer, not the Lender, not the owner of the purported note, and at a time when the purported 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,

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Palm Harbor, FL 34683;

97. 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)."

98. The above referenced assignment of Mortgage from NATIONSTAR 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 purported 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 or before February 10, 2011.

99. The Fannie Mae Investor #1700119966 appears on the top of the assignment, however, Fannie Mae 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. The purported assignment of mortgage is void.

100. Fannie Mae Investor number #1700119966 was paid in full on or about December 22, 2010.

101. 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 "assignee", having no interest in the underlying debt, has a worthless piece of paper;

102. The purported 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 a forgery, patently false, and fraudulent.

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103. The Plaintiff CSMC Trust nor any of their agents or predecessors are not the owner of the purported 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 purported note to any predecessor.

104. The Plaintiff is not the owner of the purported note nor is the purported note secured secured to the Homeowners' property.

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

106. The Plaintiff nor any of the Third-Party Defendants or their predecessors hold a perfected secured claim or any claim upon the Homeowners' real property.

107. The purported 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.

108. 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 a valid enforceable note or hold a valid enforceable mortgage.

109. The purported note has been fully prepaid in full.

110. 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 note nor does any other person or entity.

111. The actions and course of conduct of the Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors executed, as to the Homeowners and other homeowners similarly situated in Beaufort County, SC, and in the State of South Carolina, and nationally, in the same manner and means (fraudulent misrepresentations in documents filed in courts, public records,

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and through the mails); with the same motive (to institute fraudulent foreclosure proceedings) and the same intended class of victims (owners of real property) and the same intended consequences (wrongfully foreclosing on real property), pursuant to a well-planned and orchestrated scheme to defraud which was executed on a massive scale throughout the State of South Carolina through the institution of fraudulent foreclosure actions and regular and systematic violations of foreclosure laws in South Carolina jurisdictions, resulting in wide-spread fraud, fraud which has resulted in damages to the Homeowners and other homeowners on a massive scale.

112. In South Carolina, the foreclosing party initiates the foreclosure process by the filing of a civil action for foreclosure, which normally consists of a Summons and Complaint. The Complaint may contain attachments, but all judicial states require that the foreclosing party plead and prove that it is the holder or person entitled to enforce the note which is secured by the mortgage in order to seek the remedy of foreclosure.

113. Plaintiff, Third-Party Defendants, their predecessors, and/or their agents were thus required, pursuant to applicable law and rules of court, to plead, in good faith, and prove, by the requisite evidentiary standards, legal entitlement to foreclose in order to seek the remedy of foreclosure in South Carolina where the Defendants "Homeowners" reside.

114. Plaintiff and/or Third-Party Defendants, and/or their agents, were thus legally obligated to accurately and truthfully set forth, in documents filed in the public records, and to prove, for purposes of seeking the remedy of foreclosure, legal entitlement to foreclose in the State of South Carolina where the Homeowners reside.

115. It is legally impossible for Plaintiff and/or Third-Party Defendants, and/or their agents and/or any person or entity to have a valid and enforceable note to foreclose on the real property Despite Plaintiff and Third-Party Defendants, and/or their agents admission the Homeowners' purported note and/or purported mortgage was sold/securitized to an FNMA MBS Trust on or

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about December 1, 2005 and subsequently re-classed and prepaid-in full from said FNMA MBS Trust as an extinguishment of the debt obligation. Plaintiff and/or Third-Party Defendants, and/or their agents instituted foreclosure proceedings in South Carolina where it claims, in official court filings and documents filed in the public records and sent to the Homeowners herein through the mails, to be the "owner of the note" and "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) unsworn allegation unsupported by any evidence, and (b) by a one page false, fraudulent, forged, perjured "ROBO" signed mortgage assignments from which are easily identified to be a forgeries, and (c) a fraudulent, fabricated, void and unenforceable note with forged endorsements. In no instance, in Plaintiff debt collection effort, supported the allegation real-party-interest and right to enforce or that Plaintiff is or was entitled to initiate a foreclosure action on the Homeowners or Plaintiff and/or Third-Party Defendants, and/or their agents and/or any person or entity legally acquired the full and unencumbered interest in either the note or the mortgage instrument.

116. In South Carolina foreclosure proceedings, Plaintiff and Third-Party Defendants, and/or their agents and/or their predecessors have also falsely alleged, in civil foreclosure actions and in public records filings which have been served on the Homeowners herein through the mails, that non-party Mortgage Electronic Registration Systems, Inc. ("MERS") was somehow vested with some interest in the mortgage, either as the "mortgagee" or that the mortgage was executed "in favor of MERS or to "secure obligations in favor of MERS when Plaintiff and/or Third-Party Defendants, and/or their agents had actual knowledge that MERS was not and could not be either the "mortgagee" or the "beneficiary" as:

(a) MERS' own Terms and Conditions expressly preclude the use of the MERS system to either create or transfer beneficial interests in mortgage loans and

(b) as MERS did not lend money or extend any credit and was never owed any money.

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117. Despite such actual knowledge of Plaintiff and/or Third-Party Defendants, and/or their agents, and their predecessors as to MERS' limitations and preclusions, and despite such actual knowledge as to Plaintiff and/or Third-Party Defendants, and/or their agents as to the subsequent mortgage assignments limitations and preclusions, they intentionally and willfully uttered, in writing throughout foreclosure proceedings in Beaufort County, SC and across South Carolina, and nationally, the false and fraudulent misrepresentations as to MERS and subsequent fraudulent assignments for the sole and specific purpose of manufacturing bogus "Assignment of Mortgage" of void mortgages and in order to institute and further fraudulent foreclosure proceedings with the intent of said Plaintiff and/or Third-Party Defendants, and/or their agents being the same across all jurisdictions: to wit, the theft of monies and/or real property from the Homeowners and other homeowners similarly situated thereof.

118. In furtherance of the Plaintiff and/or Third-Party Defendants, and/or their agents well-entrenched and established scheme to defraud the Homeowners and homeowners similarly situated and to perpetrate fraudulent foreclosure proceedings for the purpose of wrongfully and illegally acquiring real property, they 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/or Third-Party Defendants, and/or their agents have consistently filed false, fraudulent, perjured ROBO documents through vendor Nationwide Title Clearing, Inc. and have failed to provide proof of legal ownership of the full and unencumbered interest in the purported note and mortgage is consistent with Plaintiff and/or Third-Party Defendants, and/or their agents pattern of falsely misrepresenting the legal scope and effect of the purported mortgage assignments and invalid and unenforceable notes for purposes of falsely and fraudulently manufacturing legal standing; and causing the execution of false and fraudulent "assignments" of mortgages to further fraudulent foreclosures statewide and nationally.

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119. Plaintiff CSMC Trust and/or their agents instituted foreclosure actions to foreclose on the purported note and mortgage against the Homeowners and homeowners similarly situated from mortgage assignment relating to CSMC 2018 RPL6 Trust filed in the Beaufort County, SC Register of Deeds, in doing so without a valid mortgage assignment and with no evidence that Plaintiff and/or Third-Party Defendants, and/or their agents legally acquired ownership of the purported note or holder interest in the purported loan.

120. No note was filed with the Complaint, and if the perjured note was filed, it would be filed as a fabricated, fraudulent, invalid document with forged endorsements.

121. The MERS Milestones Report shows that the purported mortgage assignment from MERS on behalf of E*TRADE to Citimortgage was fabricated and shows intent of fraudulent conveyance to Citimortgage. For MERS, an "Assignment of the Mortgage" from MERS to Citimortgage is without evidence that the loan was acquired by MERS and without consideration. The "Assignment of the Mortgage" was executed by one "Aaron Menne", whose name appears on a multitude of foreclosure documents in South Carolina and who, on the same day, was purportedly an Assistant Secretary of both MERS and Citimortgage. On other occasions, Aaron Menne was listed as either Assistant Vice President or Vice President of MERS and Citimortgage at the same time. There is no evidence of any authority of Citimortgage to execute the mortgage assignments. The mortgage assignments by known robo-signer Aaron Menne has "Citimortgage as assignee of the loans without any proof that this specific mortgage loan was in fact purchased by or legally transferred to Citimortgage. Citimortgage filed a mortgage assignment without authority which was "signed" by ROBO signer Aaron Menne. The MERS mortgage assignment is fraudulent and assigns it in 2010 to Citimortgage on the same purported mortgage that was allegedly sold/securitized to a FNMA MBS Trust which "closed" on or about December 1, 2005. The ROBO Assignment by MERS is

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a legal impossibility and is illegal. The purported "Assignment of the Mortgage" in 2010 to Citimortgage which is fraudulent and thus there is a fraudulent transfer, said assignment is a legal impossibility in view of the FNMA MBS Trust securitization assignment that "closed" in 2005. The ROBO assignment from MERS in 2010 to Citimortgage a purported mortgage that was allegedly sold and securitized to a FNMA MBS Trust which "closed" in December 2005, said perjured ROBO signed assignment is void, fabricated, forged, contains notary fraud, and is a fraudulent conveyance.

122. E*TRADE Mortgage Corporation ("Loan Seller") was a financial institution that was paid a fee to pose as a residential mortgage lender, when in fact the source of loan funds and the actual lender (Investors in Certificates) and underwriter FNMA in conjunction with (Mortgage Aggregator and Investment Banker) were other parties whose identities and receipt of fees and profits were withheld from Homeowners and despite requests continue to be withheld from Homeowners by Plaintiff and/or Third-Party Defendants, and/or their agents contrary to the requirements of Federal Law and applicable State Law.

123. Unknown to Homeowners, the Loan Seller, acting as principal in its relationships The Loan Seller posed as a conventional mortgage lender thus leading Homeowners to reasonably believe that the Loan Seller, and the loan originator had an interest in the success (repayment of the loan) of the transaction that Homeowners were induced to believe was being executed at the time of the "closing" of the purported loan transaction.

124. In fact, the Loan Seller, mortgage broker, loan originator, title agent, escrow agent and mortgagee, had no financial stake (i.e., liability) in the transaction and no interest.

125. Homeowners relied upon the due diligence of the apparent "Lender" (i.e., actually the Loan Seller). The transaction was covered over and mislead the Homeowners as to the real parties in interest and the fees generated by the production of the subject "loan transaction". Their purpose was solely to collect fees, rebates, kickbacks and profits that were never

disclosed to the Homeowners.

126. Homeowners have only recently discovered through title research and due diligence relating to the securitization of residential mortgage loans in the CSMC 2018 RPL6 Trust, and diligent research including the filings of some parties with the Securities and Exchange Commission which disclose the normal manner of operating this fraudulent scheme.

127. Homeowners have requested and demanded compliance with the Fair Debt Collections Practices Act and other applicable state and Federal Statutes, the Plaintiff and/or Third-Party Defendants, and/or their agents have failed to validate the alleged debt. Besides the obvious theft of identity which lies at the core of the pattern of conduct defining Plaintiff and/or Third-Party Defendants, and/or their agents illegal and fraudulent scheme. The Loan Seller was named as the Lender on the purported note. Notwithstanding the above, and without the knowledge of the Homeowners, the Loan Seller had entered into Assignment and Assumption Agreements with FNMA and/or more parties and Pooling and Service Agreements with one or more parties including but not limited to the mortgage aggregator prior to or contemporaneously with the closing of the purported transaction.

128. Contrary to the documents presented before and during the "closing" of the purported "loan transaction" the Loan Seller was neither the source of funding nor the "Lender." Thus at the time of recording, the source of funding and the "Lender" was a different entity than the nominal mortgagee or beneficiary under the mortgage and neither was named nor disclosed in any fashion. Some form of documentation represented by the Loan Seller to the Mortgage Aggregator was presented before or contemporaneously with the "closing" of the loan" transaction.

129. In the case of the purported note, the purported note did not have any endorsements on it from 2005 through 2010 and then only consisted of forged endorsements thereafter. The purported note consisted of either a forged blank note with no endorsements or vague

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descriptions of the content of the notes that were placed into the pool of assets that would be "securitized" by FNMA in December 2005.

130. Homeowners do not know what version of documentation was presented to the Mortgage Aggregator and/or FNMA and if the Mortgage Aggregator and/or FNMA took one or more varying descriptions of the alleged "loan documents" into more than one pool of assets which was eventually sold for the purpose of securitizing the assets of the pool which allegedly included the purported note either once or more than once. The MERS Milestones report shows some of those transactions referenced above, including FNMA.

131. In December of 2005, the Homeowners are of information and belief that there was a non-recorded Pooling and Services Agreement and a non-recorded Assignment and Assumption Agreement which would have substituted the mortgagee over the then pooled assets, at one time, for the nominal mortgagee in the purported mortgage. In December 2010, FNMA and/or FNMA Trustee elected, pursuant to the governing FNMA Trust Indenture to a fully prepaid purported note and mortgage which extinguished the mortgage, extinguished MERS as mortgagee, and the investors, the true creditors, were paid in full. The chain of title to the note and mortgage, albeit broken or invalid, ended on or about December 22, 2010.

132. From approximately December 1, 2005, through December 22, 2010, FNMA MBS Trust pooled assets, including the alleged "loan transaction " were pledged completely to the owners of the "asset-backed securities." All the certificates were then transferred to a Seller who in turn sold the certificates in varying denominations, each of which had slightly different terms depending upon which segment of the pool (tranche) secured the investment.

133. If there was a holder-in-due-course of the purported note arising from the purported "loan transaction" it is the investors who purchased said securities (certificates). Some of said securities are held by the original purchaser thereof, others were sold at weekly auction markets, others were paid by re-sales of property, others were paid from prepayments, others were paid

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by sale at full or partial price to the investment bank and/or FNMA that originated the entire transaction, some of which might be held by the Federal Reserve as nonrecourse collateral, and others might have been paid by one or more of the insurance, credit default swaps, cross guarantees or cross collateralization of the segment of the pool that secured the relevant investor who owned certificates backed by a pool of assets that included the purported note.

134. Plaintiff and/or Third-Party Defendants, and/or their agents are aware that the putative holders in due course have been paid in full. It can only be said with certainty that Plaintiff and/or Third-Party Defendants, and/or their agents seek to enforce loan documents for which they have already been paid in full plus illegal fees for participating in an illegal scheme.

135. Plaintiff and/or Third-Party Defendants, and/or their agents seek to add insult to injury by demanding ownership of the Homeowners property in addition to the demand of receipt of payments and payment in full long after the mortgage was extinguished in December 2010.

136. In order for Plaintiff and/or Third-Party Defendants, and/or their agents to maintain legal standing in connection with the purported loan transaction they are required to show the entire chain of title of the purported note and the entire chain of title of the mortgage. If Plaintiff and/or Third-Party Defendants, and/or their agents refuse to do this despite requests, leading Homeowners to conclude that Plaintiff and/or Third-Party Defendants, and/or their agents cannot produce such evidence of a complete chain of title or are intentionally withholding the information that would show breaks in such chain.

137. Any grant of certificate of title to an entity other than the Homeowners creates an incurable defect in title.

138. There is no recording of any document in the county records to initiate foreclosure which would authorize Plaintiff and/or Third-Party Defendants, and/or their agents to proceed.

139. Plaintiff and/or Third-Party Defendants, and/or their agents attempting to collect payments or attempting to accelerate the purported note whereby they are neither the "holder in

due course" of the purported note nor the owner of any rights under the mortgage provisions of the mortgage, a mortgage that has been extinguished since December 2010.

140. No "holder in due course" (HDC") or authorized party exists.

141. Homeowners are in jeopardy, to wit: the true holder in due course and potentially dozens or even thousands of third parties could come forward claiming an unsatisfied interest in the purported note and may or may not be subject to Homeowners various affirmative defenses and counterclaims. In fact, research has revealed that in various states, such security interests are being purchased by speculators who then seek to enforce said liability, preventing the Homeowners from claiming the most basic defense, to wit: payment exactly as required by the terms of the purported note which was enforced by the receiving party Plaintiff and/or Third-Party Defendants and/or their agents apparently without authority to do so.

142. The fact that the purported "loan" was "table-funded" without a disclosed source of funds and without disclosing tens of thousands of dollars in fees all contrary to the requirements of state and federal law was withheld from Homeowners and continues to be withheld by them. But for the expenditure of time, money and effort on research, Homeowners would not have discovered the various deceptions of Plaintiff and/or Third-Party Defendants, and/or their agents and/or their predecessors.

143. Plaintiff and/or Third-Party Defendants, and/or their agents and/or their predecessors then purported to "negotiate" the purported note by adding terms which allowed the proceeds of the note to be allocated to the payment of the notes of other borrowers and adding co-obligors as aforesaid through insurance, guarantees, additional collateralization and reserves all of which were undisclosed, as aforesaid.

144. The purported note was not negotiable because it was no longer an unconditional promise to pay by the original borrower. The terms had changed, adding conditions to payment that were inherent in the "securitization process" that Plaintiff and/or Third-Party Defendants,

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and/or their agents and/or their predecessors fraudulently promoted.

145. Said "negotiation" of Homeowners' purported note was in actuality the theft of their identity to hide the vast number of "toxic waste mortgages, notes and obligations that Plaintiff and/or Third-Party Defendants, and/or their agents and/or their predecessors was selling up through their "securitization" chain, including the most recent re-securitization to the CSMC 2018 RPL6 Trust.

146. No accurate accounting has ever been presented to anyone relating to the initial securitization or the subsequent re-securitization and that therefore the identity and status of any putative holder-in due-course, if there is or was one, is completely shrouded in secrecy enforced by Plaintiff and/or Third-Party Defendants, and/or their agents and/or their predecessors, servants and employees.

147. The end result of the false and misleading representations and material omissions of Plaintiff and/or Third-Party Defendants, and/or their agents and/or their predecessors as to the true nature of the mortgage loan, which Plaintiff and/or Third-Party Defendants, and/or their agents and/or their predecessors had actual knowledge was in direct conflict with the original Uniform Residential Loan Application and early ("Truth in Lending").

148. At no time whatsoever did Plaintiff and/or Third-Party Defendants, and/or their agents and/or their predecessors ever advise Homeowners (nor, as far as Homeowners can determine, any "investor" in certificates of mortgage-backed securities) that:

a. the mortgage loan was an inter-temporal transaction (transaction where terms, risks, or provisions at the commencement of the transaction would differ at a later time) on which Homeowners were providing cover for Plaintiff and/or Third-Party Defendants, and/or their agents and/or their predecessors illegal activities.

b. that the Homeowners would likely be placed in a position of default, foreclosure, and deficiency judgment regardless of whether they met their loan obligations once the true lender

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or true holder(s) in due course appeared, if there is one;

c. that the originating "lender", had already pre-sold the loan, prior to closing, or a third party mortgage aggregator and/or FNMA pursuant to previously executed documentation (Assumption and assignment Agreement, Pooling Services Agreement, etc. all executed prior to Homeowner's "loan" closing."

d. that the mortgage loan was actually intended to be repeatedly sold and assigned to multiple third parties, including one or more mortgage aggregators and investment bankers for the ultimate purpose of bundling the Homeowners mortgage with hundreds or perhaps thousands of others as part of a companion, support, or other tranche in connection with the creation of a REMIC security known as a Collateralized Mortgage Obligation ("CMO"), also known as a "mortgage-backed security" to be sold by a securities firm (and which in fact ended up as collateral for Asset-Backed Securities Certificates, created the same year as the closing);

e. that the mortgage instrument and Promissory Note may be sold, transferred, or assigned separately to separate third parties so that the later "holder" of the Promissory Note may not be in privity with or have the legal right to foreclose in the event of default;

f. that in connection with the multiple downline resale and assignment of the mortgage and purported Promissory Note that assignees or purchasers of the purported Note may make "pay-downs" against the purported Note which may effect the true amount owed by the Homeowners on the purported Note;

149. Plaintiff has made false, deceptive and misleading representations concerning Plaintiff's standing to sue the Homeowners and its interest in the purported note and mortgage; falsely represented the status of the debt, in particular, that it was due and owing to Plaintiff at the time the suit was filed; falsely represented or implied that the debt was owing to Plaintiff as an innocent purchaser for value, when in fact, such an assignment had not been accomplished; threatened to take action namely engaging in collection activities and collection and foreclosure

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suits; and obtained access to South Carolina to collect on purported notes and foreclose on mortgages under false pretenses.

150. Plaintiff knowingly filed the Complaint alleging real-party-in-interest status and claiming the right to enforce status of the purported note and mortgage when in fact it did not own the purported note and mortgage.

151. There remains no record in the lawsuit to establish a complete chain of assignment or transfer of the purported note from E*TRADE Mortgage Corporation (E*TRADE") to FNMA or from FNMA to anyone or a complete chain to the person assigning the purported mortgage to Plaintiff. Notwithstanding the patent defect in the chain of assignment of the purported note and mortgage, foreclosure was file twice on the Homeowners, once in 2010 and again in 2012, and now in 2019.

152. Plaintiff's Complaint on the real property of the Homeowners are not accompanied by valid and/or authentic evidence that Plaintiff has the authority to bring the lawsuit, has Standing, is the Real Party-in-Interest, the Holder-in-Due Course, the holder of the purported note, the owner of the note, the valid assignee of the mortgage, or has the right to enforce the note and mortgage, and is facially defective and does not constitute prima facie validity of the claim.

153. Plaintiff or its agents are a "debt collector" as defined in 15 U.S.C. 1692e, because they regularly use instrumentalities of interstate commerce, and the mails, in attempting to collect, directly, or indirectly, debts asserted to be owed or due to another, namely the actual investors or certificate-holders, if any, under the applicable Trust Indentures or sales and/or servicing agreements.

154. Plaintiff filed the pending action against the real property of the Homeowners without possessing legally enforceable, recorded assignment of mortgages from the actual mortgagees. Plaintiff has established a pattern and practice of filing foreclosure actions in the South Carolina

courts without the requisite legal title, while falsely stating that it had such title constitutes a "false, deceptive or misleading representation or means" in connection with the collection of a debt, in violation of the Federal Fair Debt Collection Procedures Act, 15 U.S.C. Sec. 1692e.

155. The Plaintiff's law firms regularly represented the Plaintiff in suits against the Homeowners and other homeowners similarly situated to collect on purported notes and foreclose on mortgages. Plaintiff's law firms have independent obligations to the Courts in South Carolina and to the Homeowners not to engage in such misconduct, but they have nevertheless served as the vehicle through which Plaintiff has perpetrated its deceptive and unauthorized conduct.

156. Homeowners hold that Plaintiff could not institute this foreclosure action and invoke the jurisdiction of our courts because it lacks enforceable foreclosure rights on a void lien that cannot be perfected or collect on an extinguished abandoned debt that was pre-paid in full and extinguished.

Objection to Motion for Summary Judgment as to Plaintiff's Foreclosure Cause of Action pursuant to Rule 56 and Objection to referral to the Master-in-Equity pursuant to Rule 71

a). There are genuine issues of material fact as to the allegations asserted by Plaintiff.

b). The Plaintiff must prove any allegation that is denied.

c). The Plaintiff has to prove its case to the court before it will be allowed to complete a foreclosure.

d). The Plaintiff has not answered any of the Defendants' pleadings;

e). Defendants' Second Amended Answer contains new facts, new issues of material fact, additional affirmative defenses and counterclaims;

f). The pleadings have not closed;

g). The Defendants have served the Plaintiff's counsel with Requests for Admissions and

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Interrogatories and they are pending;

h). The pending action is not ripe for a motion for summary judgment pursuant to SCRCP Rule 56 or a referral to the Master-in Equity pursuant to Rule 71;

I). Defendants' have appealed to the South Carolina Court of Appeals;

j). Defendants' legal claims must be tried first in the Court of Common Pleas, thus a referral to the Master-in-Equity untimely and prejudicial;

k). Unresolved pending motions preclude a Motion for Summary Judgment or a referral to the Master-in-Equity pursuant to Rule 71;

l).Arguments of counsel were all that supported the Plaintiffs position for his motion;

m). Defendants deny that the Plaintiff has proven the elements of foreclosure and has failed to demonstrate that there are no issues of genuine fact, to the contrary, their claims are meritless, lack foundation, are hearsay, inadmissible at trial, and lack any person with personal knowledge of the allegations.

Defendants have served Plaintiff's Counsel with discovery and requests that dispositive motions be heard after discovery has been completed. In addition, Defendants hereby urges the court to deny Plaintiff's motion for summary judgment and deny referral to the Master-in-equity as the Defendants' unanswered "Second Amended Answer, Affirmative Defenses, Counterclaims, and Third-Party Complaint contains contravening statements that are not denied by the Plaintiff, thus, would be admitted as true if they remain unanswered. The Defendants submit that the Plaintiff is not entitled to summary judgment at this time as Second Amended Answer, Affirmative Defenses, Counterclaims, and Third-Party Complaint sets forth specific undenied facts and pending discovery responses would further show that there are genuine factual issues necessitating a trial.

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Request of the Court.

The court should deny the Motion for Summary Judgment because the Court should have a trial to consider the disputed facts before deciding this case.

WHEREFORE, for more than one reason list above – any one of which would entitle the Defendants to prevail on Plaintiff's motion. Defendants, request that the court deny the Motion for Summary Judgment Defendants pray that this Honorable Court deny the Plaintiff's Motion because there are genuine disagreements about the material facts.

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 their personal knowledge.

Respectfully submitted,

This day, June 30th, 2021

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

Tracy L. Field

Sworn before me, this 30th day of June, 2021

Notary Public
State of South Carolina
Beaufort County

BROOKE YOUNG NOTARY PUBLIC COMM. EXP. 01-25-2031 SOUTH CAROLINA

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STATE OF SOUTH CAROLINA

2021 JUL -2 AM 9:47
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

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.

MEMORANDUM IN SUPPORT OF MOTION TO RECUSE THE HONORABLE BENTLEY D. PRICE; AFFIDAVIT

Rex A. Field and Tracy L. Field

Defendants/Counter-Plaintiffs

The Honorable Bentley D. Price

Rex A. Field and Tracy L. Field

(Jury Trial Demanded)

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

Defendants' Rex and Tracy Field ("Defendants") hereby respectfully submit this memorandum in support of Defendants' Motion to Recuse The Honorable Bentley D. Price ("Motion") pursuant to applicable law, the South Carolina Rules of Civil Procedure, South Carolina Code of Judicial Conduct Rule 501, South Carolina Supreme Court Administrative Order 2019-06-28-02, and the *due process clause* of the federal and state constitutions. In addition to the Motion to Recuse and exhibits filed on June 21, 2021 and the Court record, the memorandum in support

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is as follows:

1. On June 21, 2021, the Defendants ***timely*** filed and ***served*** "Motion to Recuse The Honorable Bentley D. Price, Affidavit".
2. On June 22, 2021, THE COURT ("The Honorable Bentley D. Price, Chief Administrative Judge") filed a Form 4 Order stated, in part: **"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."** Judge Price's Order is vague and ambiguous and fails to grant or deny said Motion.
3. Judge Price's June 22, 2021 **Order failed to grant or deny Defendants' "Motion to Recuse The Honorable Bentley D. Price."** (emphasis added) Instead, THE COURT (Judge Price) deemed the Motion to Recuse unnecessary because **"This Court is not assigned to this case, so the Motion to Recuse is not necessary"** and improperly exercised control over the Clerk of Court by ordering the clerk to **"shall place this matter on the next available roster"** in violation of the South Carolina Code of Judicial Conduct Rule 501, Cannon 3, which states in part: CANON 3(5) states: "A judge shall perform judicial duties without bias or prejudice. A judge shall not, in the performance of judicial duties, by words or conduct manifest bias or prejudice... ...and **shall not permit staff, court officials and others subject to the judge's direction and control to do so."**... ..."A judge must perform judicial duties impartially and fairly. A judge who manifests bias on any basis in a proceeding impairs the fairness of the proceeding and brings the judiciary into disrepute."
4. In the above captioned action, Judge Price, in his capacity as chief administrative judge, is synonymous with THE COURT. Judge Price has assigned himself the last **five out of five** motion hearings, whether they were heard or not, the scheduled hearings were ultimately switched to Judge Price at his behest. The following motions hearings were assigned to Judge Price:

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a). First motion hearing noticed on 12/29/2020 and heard on 1/13/2021 – assigned to Judge Price.

b). **Second Motion** hearing noticed 2/18/2021 and heard on 3/10/2021 – assigned to Judge Price

c). On 4/8/2021 the Clerk of Court noticed a **CP- Jury Roster for 5/11/2021** (Notice of Case Roster Publication Sent) – assigned to Judge McCoy. On 4/9/2021, Judge Price immediately intervened with Judge McCoy's calendared jury trial roster and instructed Ms. Karen Johnson (Judicial Clerk) to send the parties an email stating **"Judge Price would like to hear these motions sometime next week and will notify all parties once they have been scheduled"**, consisting of five pending motions, including the Plaintiff's Motion to Dismiss filed on 4/9/2021 that was filed after the CP – Jury Roster notice and lacking the (10) ten day notice requirement. On the afternoon of 4/12/2021, Judge Price's law clerk (Ms. Aimee Intagliata) emailed the parties indicating that Judge Price wanted to hear the outstanding motions on 4/15/2021. Thus, Judge Price scheduled and **assigned** the **Third Motion hearing** (4/15/2021) hearing to himself in contravention to the already scheduled 5/11/2021 CP- Jury Roster with Judge McCoy, thus, the CP Jury Roster was canceled. On 4/15/2021, the off-roster motions hearing was assigned to Judge Price by Judge Price, scheduled by Judge Price, heard by Judge Price, and ruled on by Judge Price. The hearing is not reflected on the Court's public index.

d). **Fourth motion** hearing noticed **(Notice of Motions Roster Publication)** 5/13/2021 at 12:23pm with **Judge McCoy to be heard on 6/17/2021.** On 5/13/2021 at 12:54pm (31 minutes later), Ms. Karen Johnson (Judicial Clerk) emailed all parties stating that Judge Price will be scheduling a hearing for all pending motions the week of 5/24/2021 and **"we will send notification as to exact day (week of May 24) and time as soon as we know."** Once again, Judge Price contravened with Judge McCoy's calendared and noticed roster and assigned the case to himself, scheduling the hearing weeks in advance of Judge McCoy's 6/17/2021 already

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noticed hearing date. On Monday, 5/24/2021, Ms. Tamara Walters (Administrative Assistant to Judge Price) emailed all parties stating that "Judge Price will hear the motions this Friday, May 28th at 11:00am", the Friday before Memorial Day weekend with less than (4) four days notice. The Defendants were unavailable Friday the 28th, so Judge Price moved the hearing up to Thursday, the 27th, with less than (3) three days notice. Ultimately, the hearing was continued. Nonetheless, the notice and scheduling of Judge Price's off-roster hearing is not reflected on the Court's public index. Judge Price has established a pattern of assigning this case to himself in contravention of Judge McCoy's roster, scheduling stealth off-roster motion hearings on short notice via email in violation of the (10) ten day notice rule.

e). **Fifth motion** hearing noticed **(MOTION_Roster/Notice of Motions Roster Publication)** on Friday, 6/11/2021 at 4:50pm for hearing on 7/2/2021 with Judge Price's SANCTIONS roster, the Friday before the 4th of July holiday. The same sanctions roster that has approximately (55) fifty-five other cases scheduled and noticed by the Clerk of Court on 5/28/2021 to be heard on 7/2/2021. Judge Price waited two full weeks to notice the Defendants on 6/11/2021 when the other (55) fifty-five cases had the luxury of being noticed two weeks earlier on 5/28/2021. To add insult to injury, the Defendants are defending against/arguing at least (8) eight motions all at once, July 2, 2021, the Friday before the Fourth of July weekend:

1). Plaintiff's Motion for Summary Judgment;
2). Plaintiff's Motion to Dismiss Amended Answer, Counterclaims, and Third-Party Complaint;
3). Defendants' Motion to Join Third-Party Defendants;
4). Defendants' Motion to Dismiss for Lack of Subject Matter Jurisdiction;
5). Defendants Motion to Amend Answer, Counterclaims, and Third-Party Complaint;
6). Defendants' Motion for Continuance; Objection to Summary Judgment;
7). Defendants' Motion for Stay Pending Appeal; and
8). Defendants' Motion for Continuance of Plaintiff's Motion for Summary Judgment 56(f) and to Deem Requests for Admissions Admitted Rule 36.

5. The above referenced motion hearings (a. through e.) show clearly and convincingly that, **five out of five** motions hearings, Judge Price was either ***assigned*** the case for the hearings or he assigned himself, even when another judge was assigned beforehand, thus, Judge Price, as

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Chief Administrative Judge, contravened and assigned himself. Pursuant to the South Carolina Code of Judicial Conduct Rule 501, Cannon 3(B)(1) states: **Adjudicative Responsibilities.** "A judge shall hear and decide matters assigned to the judge except those in which disqualification is required."

6. The January 13, 2021 motion hearing, Beaufort, South Carolina BEFORE: The Honorable Bentley Price, Judge Presiding, **TRANSCRIPT - Motion to Dismiss and Sanctions** J.Martin Page, Esq.(Plaintiff) and Andrew Sims Radeker, Esq. (Defendants)

THE COURT: ..."but apparently your clients are hiding behind some either document that wasn't assigned appropriately or that they weren't afforded their 30 days to respond or they don't believe that he owns the loan out of bankruptcy, but that argument is **-- I'm not buying one single bit of that. So, Mr. -- "**

THE COURT: ..."Mr. Page, I couldn't agree, I mean, Mr. Radeker,

I couldn't agree with him more. It seems like your clients are hiding behind this document that wasn't filed to just toll the time and **basically simply giving the baseless claims** that they won't have a mediation, when Mr. Page has said, "We'll have the mediation"

THE COURT: ..."But, my point is that **-- that's just delaying the inevitable..."**

THE COURT: ..."All right. **Here's the question. Mr. Page, are you denying them foreclosure intervention? The answer is no."**

THE COURT: ..."**I agree with you one hundred percent. I agree. I mean I think you've complied with it as fully as I think that the order would have contemplated.** I think just because the clients are alleging that there's some deficiency, that certainly does not go against what the *intent* of the order... **...But you can't, I mean, you can lead that horse to water only so many times, Mr. Page, until you've just got to walk away and let the horse, you know, *thirst to death*, which is what I think you're doing now, saying, "I can only take it there so many times."**

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THE COURT: "...therefore **I assume they're not making any payments on the house currently, and so we're going to be right back to where they're not making any payments, they're not making any good faith effort to try to resolve this with the bank..."**

THE COURT: "...I don't think that's what they tried to do... **...I think Mr. Page has done everything he could do to attempt to try to make them come to the table with something...** ...and, then, you know, they tie it up for the next two years in litigation **to not even show up to the mediation or to not do, you know, not to participate in the case...** ...**We're all fully aware of what is the issue in the case, the amount of money that's in the case, all those type of things that -- I assume the discovery in this would be minimal at best, if any at all at this point in time, simply to show the clients that they own the loan and this is what they owe on it, I mean, there's two pieces of paper...** ...I'm going to allow your clients the 30 days to answer from today's date, and then **I'm going to order a mediation within 60 days of that date and if it's not resolved at mediation at the close of those 60 days, then Mr. Page can file a motion for a default.** (END).

7. As referred above in the transcript, Judge Price has blatantly and improperly expressed his opinion on the merits of the case. It is axiomatic that the expectation of a fair and impartial tribunal is a basic tenet of all cherished notions of *due process* embodied in the United States Constitution. In re Murchison, 349 U.S. 133, 75 S. Ct. 623, 99 L. Ed. 942 (1955). Given Judge Price's false assumptions of the facts and extreme bias towards the Defendants relating to his predetermined outcome of the case from day one, Judge Price could not possibly impartially decide this case. Further, given Judge Price's apparent excessive favoritism towards the Plaintiff and combative and defensive attitude towards the Defendants exhibited during the motion hearings on January 13, 2021 and April 15, 2021, respectively, Judge Price could not possibly impartially decide the "Motion to Recuse".

8. In the final analysis, while appellate courts will accord "great weight to the trial judge's

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assurances of his own impartiality, **[they will] find a judge's impartiality might reasonably be questioned when his factual findings are not supported by the record.** (emphasis added)

9. Judge Price's mindset requires recusal. This is a case where the The Honorable Bentley D. Price, Chief Administrative Judge, in stark, plain and unambiguous language, told the parties that his goal, from the beginning, **"if it's not resolved at mediation at the close of those 60 days, then Mr. Page can file a motion for a default"**, clearly was something other than what it should have been and, indeed, was improper and extreme bias. . . . It is difficult to imagine a starker example of when opinions formed during the course of judicial proceedings display a high degree of antagonism against the Defendants. The Court, in determining whether a judge had the duty to disqualify him or herself, **the focus must be on the reaction of the reasonable observer. If there is an appearance of partiality, that ends the matter.** (emphasis added)

JUDGE PRICE'S FALSE ASSUMPTIONS AND EXTREME BIAS

10. COURT'S FALSE ASSUMPTION: ***..."basically simply giving the baseless claims*** that they won't have a mediation, when Mr. Page has said, "We'll have the mediation."
FACT: Mr. Page and the actual Plaintiff subsequently failed to attend mediation, not the Defendants;

11. COURT'S EXTREME BIAS: ..."But, my point is that ***--that's just delaying the inevitable...*** "

12. COURT'S EXTREME BIAS: "...Here's the question. Mr. Page, are you denying them foreclosure intervention? The answer is no."

13. COURT'S EXTREME BIAS: ..."***I agree with you one hundred percent.*** I agree. I mean I think you've complied with it as fully as I think that the order would have contemplated."

14. COURT'S FALSE ASSUMPTION AND EXTREME BIAS: "...But you can't, I mean, you can lead that horse to water only so many times, Mr. Page, until you've just got to walk away and let the horse, you know, ***thirst to death***, which is what I think you're doing now, saying, ***"I can only take it there so many times."***

15. COURT'S FALSE ASSUMPTION AND EXTREME BIAS: ***"...We're all fully aware of what is the issue in the case***, the amount of money that's in the case, all those type of things that – I assume the discovery in this would be minimal at best, if any at all at this point in time, simply to show the clients that they own the loan and ***this is what they owe on it***, I mean, there's two pieces of paper...

16. COURT'S EXTREME BIAS: ..."I'm going to order a mediation within 60 days of that date and

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if it's not resolved at mediation at the close of those 60 days, ***then Mr. Page can file a motion for a default."***

17. The above referenced quotes (Judge Price) cited from the transcript shows the following:

a). Judge Price predetermined/prejudged the outcome of the case and carried out his extreme bias in favor of the Plaintiff to the detriment of the Defendants;

b). Judge Price falsely predetermined/prejudged that the Defendants would not participate in mediation;

c). Judge Price falsely predetermined/prejudged ***the inevitable;***

d). Judge Price showed extreme favoritism by asking questions to the Plaintiff and answering his own questions on their behalf;

e). Judge Price falsely predetermined/prejudged that the Plaintiff should ***"thirst to death"*** the Defendants;

f). Judge Price falsely predetermined/prejudged what the issues are in the case and predetermined that the Plaintiff should prevail because Judge Price predetermined that Defendants were in default and predetermined that that the Defendants owed the Plaintiff money;

g). Judge Price falsely predetermined/prejudged the outcome of mediation, ***"then Mr. Page can file a motion for a default."***

h). Judge Price falsely predetermined/prejudged that the Defendants are not entitled to discovery;

I). Judge Price falsely predetermined/prejudged that the Defendants are not entitled to trial;

j). Judge Price falsely predetermined/prejudged that he would grant Plaintiff's Motion to Dismiss Defendants' Answer, Affirmative Defenses, Counterclaims, and Third-Party Complaint in advance of the April 15, 2021 motion hearing when the Motion was neither properly noticed, scheduled, or heard that day.

k). Judge Price falsely predetermined/prejudged that he would deny Defendants' Motion to Join Third-Party Defendants in advance of the April 15, 2021 motion hearing when the Motion was neither properly noticed, scheduled, or heard that day.

WHEN DUE PROCESS REQUIRES RECUSAL

18. The constitutional right to due process may require a judge to recuse. "It is axiomatic that '**[a] fair trial in a fair tribunal is a basic requirement of due process.**'" Caperton v. A.T. Massey Coal Co., 556 U.S. 868, 876 (2009) (quoting In re Murchison, 349 U.S. 133, 136 (1955)). Every

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person who appears in court expects to receive a determination of his case based on the merits of the case – rather than on extrinsic circumstances – and **there is no question that the right to a fair trial includes the right to be tried by an impartial and unbiased judge**, See S. Pac. Comms. v. AT&T, 740 F.2d 980 (D.C. Cir. 1984) (**"[t]he determination that a judge is not disqualified necessarily includes a [finding] that the right to a fair trial is not violated by the judge's presiding over the case"**), cert. denied, 105 S. Ct. 1359. Also compare Colonial Pipeline Co. v. Weaver, 310 N.C. 93, 103, 310 S.E.2d 338, 344 (1984) with State ex rel. Edmisten v. Tucker, 312 N.C. 326, 323 S.E.2d 294, (1984). **Due process is, therefore, a necessary incident of a fair and impartial trial**, People v. Lydell, 37 Cal. 4th 310, 2005 Cal. LEXIS 9546, *61-62 (Cal. 2005); State v. Biddle, 652 N.W.2d 191, 198 (Iowa 2002); State v. O'Neill, 261 Wis.2d 534, 543, 663 N.W.2d 292 (Wis. App. 2002); State v. Pizzuto, 119 Idaho 742, 810 P.2d 680 (1991); Easter House v. Dept. of Children and Family Servs., 561 N.E.2d 1266, 1268 (Ill. App. 1990). The procedural process that is due require that a judge must not only be qualified to preside over a matter, but **must be sufficiently free of predisposition to be able to render an impartial decision in it**, See, e.g., Gardiner v. A.H. Robins Co., Inc., 747 F.2d 1180 (8th Cir. 1984) **(the essence of due process is a fair trial before a tribunal free from bias)**; Sandstrom v. Butterworth, 738 F.2d 1200 (11th Cir. 1984), cert. denied, 105 S. Ct. 787; People v. Flanagan, 201 Ill. App. 3d 1071, 559 N.E.2d 1105, 1111 (1990) **(procedural due process requires a fair trial in a fair tribunal with an absence of any actual bias on the part of the judge)**; Collins v. Dixie Transport, Inc., 543 So. 2d 160, 162 (Miss. 1989); Murray v. Murray, 128 Wis. 2d 458, 383 N.W.2d 904, 906 (1986); Washington County Cease, Inc. v. Persico, 120 Misc. 2d 207, 465 N.Y.S.2d 965, 980, aff'd, 64 N.Y.2d 923 (1983).Thus, **due process minimally requires the opportunity to be fully and fairly heard before a judge without actual bias or an interest in the outcome of the case**, See, e.g., Bracy v. Gramley, 117 S. Ct. 1793, 138 L. Ed. 2d 97, 100-101 (1997). **Because the existence of a biased tribunal**

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is repugnant to the concept of due process, *In re Antar, 71 F.3d 97, 102 (3d Cir. 1995). Also compare N. Dak. Family Alliance, Inc. v. Bader, 361 F. Supp. 2d 1021 (D.N.D. 2005)* **("[t]here is no question that an impartial judge is critical to due process")** with Alaska Right to Life Political Action Comm. v. Feldman, 380 F. Supp. 2d 1080 (D. Alaska 2005) (echoing Bader), **the constitutional due process guarantee is a basis for seeking judicial disqualification; on violations of the Due Process Clause of the Fifth and Fourteenth Amendments of the United States Constitution,** See, e.g., U.S. v. Wilson, 77 F.3d 105, 110 (5th Cir. 1996); U.S. v. Mapco Gas Prods., Inc., 709 F. Supp. 900, 901 (E.D. Ark. 1989), or corresponding provisions in the South Carolina constitution, See, e.g., State v. Thomas, 268 Neb. 570, 685 N.W.2d 69, 2004 Neb. LEXIS 150, *12 (Neb. 2004) **("The right to an impartial judge is guaranteed under the Due Process Clause of the 14th Amendment to the U.S. Constitution** and the Due Process Clause of the Nebraska Constitution"); Murray v. Murray, 128 Wis. 2d 458, 383 N.W.2d 904, 906 (1986). Likewise, **where a biased judge has already rendered a decision, reversal of that decision may occasionally be sought on due process grounds,** Walberg v. Israel, 766 F.2d 1071, 1076 (7th Cir. 1985) **(where a judge is actually biased, there can be a violation of due process even when the judge is neither the trier of fact nor has conveyed his bias to the jury that is);** Daye v. Attorney General, 696 F.2d 186, 197 (2d Cir. 1982) (en banc); U.S. v. Holland, 655 F.2d 44, 47 n.5 (5th Cir. Unit B 1981)

DISQUALIFICATION FOR EXPRESSING OPINION ABOUT A CASE

19. A judge should recuse when the judge previously has expressed, directly or indirectly, an opinion as to the merits of the case, casting doubt on the ability to be impartial. To disqualify a judge, the expression must have been such as to indicate that **the judge already had formed a firm opinion about the outcome.** (emphasis added) The Honorable Bentley D. Price, Chief Administrative Judge, in stark, plain and unambiguous language, told the parties that his goal,

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from the beginning, **"if it's not resolved at mediation at the close of those 60 days, then Mr. Page can file a motion for a default."**

PURSUANT TO THE SOUTH CAROLINA ADMINISTRATIVE ORDER 2019-06-28-02, RE: DUTIES OF THE CIRCUIT COURT CHIEF JUDGES FOR ADMINISTRATIVE PURPOSES

20. **SCSC ADMIN. ORDER 2019-06-28-02 #2.** States: *"To set jury and non jury trial rosters and/or dockets for all civil terms of circuit court and **to designate which presiding judge shall hear each roster or rosters**. In addition, the chief judge for administrative purposes **shall set the common pleas jury and non jury trial roster** for those terms to be established during the first month following this six-month period.*

SCSC ADMIN. ORDER 2019-06-28-02 #9. States: *"To direct and supervise the activities of all circuit court secretaries in the circuit to the extent that it does not unreasonably conflict with their other judicial duties. In those circuits with two chief judges for administrative purposes, this responsibility shall be assumed by the chief judge for administrative purposes for the court of common pleas."*

SCSC ADMIN. ORDER 2019-06-28-02 - IT IS FURTHER ORDERED *that when a chief judge for administrative purposes has a conflict in a matter or proceeding and is thereby prevented from performing these duties in a matter or proceeding reserved to the chief judge for administrative purposes, the following procedures shall be followed.*
b. In those circuits with two chief administrative judges, the matter or proceeding shall be referred to the other chief administrative judge. If the other chief administrative judge is also disqualified, the matter or proceeding shall be referred to the Chief Justice for assignment to the chief administrative judge of an adjoining circuit.

IT IS FURTHER ORDERED *that if a trial or hearing has been commenced and the judge is unable to proceed, the chief judge for administrative purposes shall assign the trial or hearing to a successor judge. If the chief administrative judge has a conflict and is thereby prevented from performing this duty, the matter shall be referred to the Chief Justice to assign a successor judge. The successor judge may proceed with the trial or hearing upon certifying familiarity with the record and determining that the proceedings may be completed without prejudice to the parties. In a hearing or a trial without a jury, the successor judge shall at the request of a party recall any witness whose testimony is material and disputed and who is available to testify without undue burden. A successor judge may provide for the recall of any witnesses.*

21. **THE COURT HAS FAILED TO RULE ON THE MOTION FOR RECUSAL** stating in part, **"This Court is not assigned to this case, so the Motion to Recuse is not necessary."** The Court record, Defendants' Motion to Recuse, and the Motion to Reconsider the Form 4 Order (January 22, 2021) shows uncontroverted evidence that Judge Price is the assigned judge in this case having either been assigned all the motion hearings or The Court (Judge Price)

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having the authority to assign cases has assigned the case to himself (5) five out of (5) five times being the only judge allowed by the Court (Judge Price, Chief Administrative Judge) to hear said motions. The Court has failed to rule by not granting or denying the Motion to Recuse. Judge Price's June 22, 2021 Form 4 Order failed to state the grounds for the Order other than the Motion to Recuse was ***"not necessary"*** because ***"The Court is not assigned the case"***, thus, the Order does not comply with the relevant rule since it did not deny the recusal or state any grounds for the denial, as such, there wasn't a denial. The mere fact that Judge Price (Chief Administrative Judge) is claiming that he (The Court) is not the assigned to the case is, in it of it self, prejudicial. Thus, Judge Price's Order is insufficient for failing to state the reasons for the Order and for failing to grant or deny the Motion. Given that the Motion to Recuse is still pending, **the Court is required to defer action on all matters relating to this case. The Court's failure to make the required findings means that all subsequent orders would be improper and would be vacated by the lower court or on appeal.** (emphasis added)

JUDGE PRICE MUST CEASE TO ACT UPON THE MERITS OF THE MATTER UNTIL A DETERMINATION IS MADE ON THE RECUSAL

Judge Price must temporarily cease to act upon the merits of the matter and shall immediately make a determination whether recusal would be warranted. If it is found that recusal would be authorized if some or all of the facts set forth in the affidavit are true, another judge is assigned to hear the motion to recuse.

RECUSAL SHOULD BE DECIDED BY ANOTHER JUDGE

22. If the allegations made about the judge's bias or other potential disqualification are made with sufficient support to require findings of fact, the motion to recuse should be referred to another judge. Ponder v. Davis, 233 N.C. 699, 704 (1951) The judge whose impartiality is being questioned then may respond by affidavit or testimony to rebut the allegations. "The bias, prejudice or interest which requires a trial judge to be recused from a trial has reference to the

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personal disposition or mental attitude of the trial judge, either favorable or unfavorable, toward a party to the action before him." Scott, 343 N.C. at 325 (emphasis added).

THE COURT DID NOT ADDRESS THE DEFENDANTS' ARGUMENTS

While this motion should be granted, even if it is not, the Court should address the Defendants' arguments, which it did not do in its Order.

THE HONORABLE BENTLEY D. PRICE IS REQUIRED TO RECUSE HIMSELF:

a). Judge Price, for all purposes, is the assigned judge;

b). Judge Price has failed to rule on the Motion to Recuse;

c). Judge Price has failed to grant or deny the Motion to Recuse;

d). Judge Price did not address the Defendants' arguments;

e). South Carolina Code of Judicial Conduct Rule 501, requires Judge Price to recuse;

f). The *due process clause* of the federal and state constitutions, requires Judge Price to recuse.

g). South Carolina Supreme Court Administrative Order 2019-06-28-02, requires Judge Price to recuse himself from all Administrative duties and shall be referred to the other chief administrative judge;

h). Judge Price as Chief Administrative Judge over Common Pleas ("The Court") is required to recuse because Judge Price is "The Court" responsible for assigning cases to judges and Judge Price ("The Court") has assigned the case to himself ("The Court"), thus, Judge Price is the assigned judge, as such, is required to recuse himself;

i).Judge Price has no duty to sit where his impartiality might be reasonably questioned;

j). Judge Price's recusal should be decided by another judge;

k). Judge Price must cease to act upon the merits of the matter until a determination is made by another judge or Judge Price recuses himself.

WHEREFORE, for the reasons set forth above, the Defendants pray that this Court grant Defendants' Motion to Recuse The Honorable Bentley D. Price, Chief Administrative Judge, that Judge Price promptly recuses himself for all purposes of this case, including all administrative duties forthwith, and the case shall be referred to the other chief administrative judge so that a hearing before an impartial Judge without any appearance of partiality, may be promptly and properly set.

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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 their personal knowledge.

Respectfully Submitted,

This day, July 2, 2021

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

Tracy L. Field

Sworn before me, this 2nd day of July, 2021

Notary Public
State of South Carolina
Beaufort County

BROOKE YOUNG NOTARY PUBLIC COMM. EXP. 01-25-2031 SOUTH CAROLINA

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

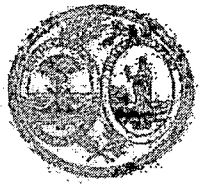
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Court Reporter:

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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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

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/Counterclaimants/Third-Party Plaintiffs

vs

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

Third-Party Defendants

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

MOTION FOR RULE TO SHOW CAUSE AS TO WHY SANCTIONS SHOULD NOT BE ISSUED FOR VIOLATION OF COURT ORDER; AFFIDAVIT

RULE 40: PRIORITY MATTER

2021 JUL -7 PM 3:58
JERRI ANN ROSEN-AU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

Defendants Rex and Tracy Field, ("Defendants") moves before this Court. in the above-captioned action, for an Order pursuant to Rules 7(b)(1) and 40, SCRCP, as well as pursuant to applicable law, hereby moves the Court to issue an Order and Rule to Show Cause to require Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, if they can, to explain why they should not be required to comply with the Order of this Court filed January 20, 2021, and be held in contempt and be required to pay the fees and costs of the Defendants incurred hereabout, as to the following and upon the grounds hereafter stated:

1. On January 20, 2021, this Court filed "ORDER DENYING DEFENDANTS' MOTION TO DISMISS AND FOR SANCTIONS" ***(exhibit #1)***

2. On January 25, 2021, Defendants filed "NOTICE OF MEDIATION PURSUANT TO ADR RULE 6" ***(exhibit #2)***

3. On February 4, 2021, the Defendants filed "DEFENDANTS' NOTICE OF MOTION AND MOTION TO COMPEL MEDIATION, EXHIBITS A THROUGH H, AND PROPOSED ORDER" ***(exhibit 3)***

4. On February 12, 2021, Plaintiff filed "MEMORANDUM IN OPPOSITION TO MOTION TO COMPEL MEDIATION" ***(exhibit #4)***

5. On February 12, 2021, Defendants filed "MEMORANDUM IN SUPPORT OF MOTION TO COMPEL MEDIATION" ***(exhibit #5)***

6. On March 15, 2021, the Court filed a form 4 Order, denied Defendants Motion to Compel Mediation ***(exhibit #6)***

7. On March 15, 2021, Defendants' letter and email to Plaintiff **"Wilmington v. Field – 2019-CP-07-02279 - COMPLIANCE WITH ORDER DATED JANUARY 20, 2021 REQUESTED; PARTICIPATION IN MEDIATION REQUESTED ON OR BEFORE APRIL 20, 2021";**
   March 15, 2021, reply email, from Mr. Page to Mr. Field;
   March 15, 2021, reply email, from Mr. Field to Mr. Page.
   (exhibit #7)

8. On March 17, 2021, email from Mr. Field to Mr. Page – Participation Requested;
   On March 17, 2021, email from Mr. Field to Mr. Page – Appt. Request Acknowledgement;
   On March 17, 2021, email from Mr. Field to Mr. Page – Appt. Request Acknowledgement;
   (No response from Mr. Page)
   (exhibit #8)

9. On March 18, 2021, email from Mr. Field to Mr. Page - Appt. Request Acknowledgement;
   On March 18, 2021, email from Mr. Field to Mr. Page - Appt. Request Acknowledgement;
   (No response from Mr. Page)
   (exhibit #9)

10. On March 19, 2021, email from Mr. Field to Mr. Page – Participation Requested;
    (no response from Mr. Page)
    On March 19, 2021, email from Mr. Milam to Mr. Field
    On March 19, 2021, email from Mr. Field to Ms. Smyth
    On March 19, 2021, email from Ms. Smyth to Mr. Field
    (exhibit #10)

11. On April 1, 2021, email from Ms. Smyth to Mr. Field – Appt. request Acknowledgement:
    On April 1, 2021, email from Mr. Field to Mr. Page – Participation Requested;
    (no response from Mr. Page)
    On April 1, 2021, email from Mr. Milam to Mr. Field Participation Requested;
    On April 1, 2021, email from Mr. Field to Mr. Milam – Participation Requested;
    On April 1, 2021, email from Mr. Milam to Mr. Field – Participation Requested;
    On April 5, 2021, email from Ms. Smyth to Mr. Field – Appt. request Acknowledgement.
    (exhibit #11)

12. On April 7, 2021, email from Ms. Smyth to Mr. Milam;

On April 7, 2021, email from Ms. Smyth to Mr. Milam;
On April 7, 2021, email from Mr. Field to Ms. Smyth;
On April 7, 2021, email from Mr. Field to Ms. Smyth;
On April 7, 2021, email from Mr. Field to Mr. Page and Mr. Milam *(no response - Mr. Page)*;
On April 7, 2021, email from Mr. Field to Mr. Page and Mr. Milam *(no response Mr. Page)*;
On April 7, 2021, email from Mr. Milam to Mr. Field;
On April 7, 2021, email from Sharie Adkins to Mr. Field – Appt. Request;
On April 7, 2021, email from Mr. Field to Sharie Adkins – Appt. Request;
On April 7, 2021, email from Sharie Adkins to Mr. Field – Appt. Request;
On April 7, 2021, email from Mr. Field to Sharie Adkins – Appt. Request;
On April 7, 2021, email from Mr. Field to Sharie Adkins – Appt. Request;
On April 7, 2021, email from Mr. Field to Sharie Adkins Appt. Request;
On April 7, 2021, email from Mr. Adkins to Mr. Field - Appt. Request;
On April 7, 2021, email from Mr. Field to Mr. Page and Mr. Milam *(no response – Mr. Page)*;
On April 7, 2021, email from Mr. Milam to Mr. Field;
On April 7, 2021, email from Mr. Field to Ms. Smyth.
(exhibit #12)

13. On April 9, 2021, email from Mr. McCoy to Field, Milam, Page *(no response from Mr. Page)*;
On April 9, 2021, email from Ms. Adkins to Mr. Field, Mr. Milam, and Mr. Page;
(no response from Mr. Page)
On April 9, 2021, email from Mr. McCoy to all (no response from Mr. Page);
On April 9, 2021, email from Mr. Field to Ms. Sharie Adkins;
On April 9, 2021, email from Mr. Milam to Ms. Sharie Adkins.
(exhibit #13)

14. On April 12, 2021, email from Mr. Milam to Ms. Sharie Adkins;
On April 12, 2021, email from Mr. Field to Ms. Sharie Adkins;
On April 12, 2021, email from Ms. Adkins to Mr. Milam;
On April 12, 2021, email from Mr. Field to Mr. Page *(no response from Mr. Page)*.
(exhibit #14)

15. Mediation conducted April 13, 2021.

16. On April 14, 2021, copy of invoice from mediation.
(exhibit #15)

17. April 20, 2021, MEDIATION RESULTS REPORT filed.
(exhibit #16)

18. During the mediation settlement conference on April 13, 2021, the Plaintiff did not attend and did not participate in the conference in violation of Judge Price's January 20, 2021 ("Order") and in violation of Rule 6(b)(2), SCADR. The same Order that was meant to resolve Defendants' "Motion to Dismiss and Sanctions" against the Plaintiff whereby the Plaintiff violated the South Carolina Supreme Court Administrative Order 2011-05-02-01 at least four times.

19. Mr. Martin Page, counsel for the Plaintiff, did not attend mediation and misled the Defendants by stating that the Plaintiff would attend. Mr. Page ceased to communicate with the Defendants after his March 15th email stating that the Plaintiff would attend. Instead, Mr. Milam of the Bradley Law Firm, purported co-counsel for the Plaintiff, attended along with Ms. Brittany Gomez, a rank and file employee of Shellpoint Mortgage Servicing. Ms. Gomez has no authority to settle on behalf of the Plaintiff.

20. During mediation, Defendants asked Ms. Gomez if she had the authority to release the lien and Mr. Milam instructed Ms. Gomez not to answer that question. In fact, the mediator said that she didn't have to answer any questions, and she didn't.

21. During the July 2, 2021 hearing with Judge Price, Mr. Milam stated that Ms. Gomez had authority via a "Limited Power-of-Attorney" ("POA") between Shellpoint and the Plaintiff, Mr. Milam's oral testimony in Court is patently false. First, Ms. Gomez is not an officer or director of Shellpoint nor is she an officer or director of the Plaintiff and has no authority to legally bind either entity in a settlement agreement.

22. The "Limited POA" between the Plaintiff and Shellpoint Mortgage Serving would show that the Plaintiff would not be held legally responsible for anything that Shellpoint does on their behalf, thus, Ms. Gomez, a rank and file employee of Shellpoint, could not possibly legally bind the Plaintiff in any settlement agreement. (emphasis added). Nonetheless, Mr. Page, Mr. Milam, and Ms. Gomez proceeded to blatantly violate Judge Price's January 20, 2021 ("Order") and violate Rule 6(b)(2), SCADR.

23. Despite several requests to comply with the Order, including filing a Motion to Compel Mediation, the Plaintiff's counsel continued to violate the Order and Rule 6(b)(2), SCADR, caused confusion, and required the Defendants to incur additional expense and time in defending themselves against frivolous claims and rogue activity.

This Motion is based on the January 20, 2021 Order, The SCADR Rules, pleadings and filings in this case, the South Carolina Rules of Civil Procedure, the governing case law and authorities, and

such other filings that may be made in support of this motion.

WHEREFORE, given the Plaintiff's blatant and repeated violations of the South Carolina Rules of Civil Procedure, including Rule 3 and Rule 53, the South Carolina Supreme Court Administrative Order 2011-05-02-01, the January 20, 2021 ("Order"), and Rule 6(b)(2), SCADR, Defendants', Rex and Tracy Field, respectfully requests that this Court consider the matters hereinabove alleged and issue its Order and Rule to Show Cause setting forth orders:

A. Finding and holding the Plaintiff is in contempt and punishing the Plaintiff, the Plaintiff's counsel and co-counsel, for their continued willful violations of the January 20, 2021 Order, the SCADR Rules, and blatant disregard for the Court's Order;

B. Dismissing the Plaintiff's Complaint with prejudice;

C. Requiring Plaintiff to pay all fees and costs incurred

from filing this Motion and necessitating a Motion to enforce the Order; and

D. Granting such other relief the Court may deem 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 their personal knowledge.

Respectfully Submitted,

This day, July 7, 2021

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

Tracy L. Field

Sworn before me, this 7th day of July, 2021

Notary Public
State of South Carolina
Beaufort County

STEPHANIE L. McALHANEY NOTARY PUBLIC COMM. EXP. 10/10/2024 SOUTH CAROLINA

EXHIBIT #1

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]

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

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

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

EXHIBIT #2

ELECTRONICALLY FILED - 2021 Jan 25 4:36 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 Defendants	**IN THE COURT OF COMMON PLEAS** **C/A No: 2019-CP-07-02279** **NOTICE OF MEDIATION PURSUANT TO ADR RULE 6**

NOTICE TO: PLAINTIFF, PLAINTIFF'S COUNSEL, AND THE CLERK OF COURT

PLEASE TAKE NOTICE that Rex and Tracy Field ("Defendants"), *pro se*, hereby file this *Notice of Mediation pursuant to ADR Rule 6* by virtue of the Order dated January 20, 2021 by The Honorable Bentley Price ordering the parties to participate in mediation. The Order states in part: ..."**The parties shall conduct a meditation within sixty (60) days of Defendants answer or other pleading**". Pursuant to ADR Rule 6, Duties of the Parties, Representatives and Attorneys Mediation, Rule 6(a) states in part: **(a) Duty to Inform.** ...all attorneys should fairly and objectively inform their clients about mediation and arbitration.

(b) Attendance. The following persons shall physically attend a mediation settlement conference unless otherwise agreed to by the mediator and all parties or as ordered or approved by the Chief Judge for Administrative Purposes of the circuit:

(1) The mediator;

(2) **All individual parties; or an officer, director or employee having full authority to settle the claim for a corporate party;** or in the case of a governmental agency, a

ELECTRONICALLY FILED - 2021 Jan 25 4:36 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

representative of that agency with full authority to negotiate on behalf of the agency and recommend a settlement to the appropriate decision-making body of the agency;

(3) The party's counsel of record, if any; and

(4) For any insured party against whom a claim is made, a representative of the insurance carrier who is not the carrier's outside counsel and who has full authority to settle the claim.

Pursuant to ADR Rule 6(b)(2), the Plaintiff and the Plaintiff's counsel are hereby noticed that the person that they send to attend the mediation settlement conference complies with ADR Rule 6 such that ***"All individual parties; officer, director or employee having full authority to settle the claim for a corporate party"*** will be in attendance with full authority to settle with the Defendants. **It is mandated by ADR Rule 6(b)(2) that the Plaintiff (Wilmington Savings Fund Society, FSB or CSMC 2018 RPL6 Trust) will have an *"officer, director or employee having full authority to settle the claim for a corporate party"* in attendance as the authorized person with full authority to settle the matter at the mediation conference including having full authority to settle any counterclaims that may exist.**

If the Plaintiff sends an agent of the Plaintiff, such as an employee or representative of the servicer Shellpoint Mortgage Servicing, the representative of the servicer attending the mediation conference would be in non-compliance of the mandates of ADR Rule 6(b)(2) and such attendance is expressly rejected.

Strict compliance with SC ADR Rule 6(b)(2) is demanded.

Respectfully submitted,

This day, January 25, 2021

Rex Field
PO Box 975
St. Helena, SC 29920

Tracy Field

EXHIBIT #3

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

2021 FEB -4 PM 4:24

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

JANETTE RUSEMEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

IN THE COURT OF COMMON PLEAS

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

Plaintiff

DEFENDANTS' NOTICE OF MOTION AND MOTON TO COMPEL MEDIATION

vs.

(PRIORITY MATTER)

Rex A. Field, Tracy L. Field

Defendants

The Honorable Bentley Price

TO: THE HONORABLE COURT AND ALL PARTIES OF RECORD:

YOU WILL PLEASE TAKE NOTICE that Rex and Tracy Field, *pro se* (hereinafter "Defendants"), hereby file this *Motion to Compel Mediation* ("Motion") and will move for an Order Compelling the Plaintiff's compliance with the SC ADR Rules by virtue of the order dated January 20, 2021 by The Honorable Bentley Price ordering the parties to participate in mediation ("Order"), and compelling attendance pursuant to SC ADR 6(b)(2) and scheduling of a Mediation Conference pursuant to ADR Rule 4(c) *Appointment of Mediator by Circuit Court* of the South Carolina Rules of Alternative Dispute Resolution.

COMES NOW the Defendants, move for an Order Compelling the Scheduling of a Mediation Conference pursuant to Rule 4(c) and strict compliance of Rule 6(b)(2) of the South Carolina Rules of Alternative Dispute Resolution.

As grounds for this Motion, Plaintiffs would show unto the Court as follows:

1. That this civil action is required to be mediated no later than ... *"The parties shall conduct a **meditation within sixty (60) days of Defendants answer or other pleading"*** by virtue of the order dated January 20, 2021 by The Honorable Bentley Price ordering the parties to participate in mediation ("Order"). ***(exhibit A)***

2. Upon information and belief, that in many if not all cases, the parties tend to wait until the mediation deadline is fast approaching before resolving to schedule the mediation.
3. Upon information and belief, it is often difficult to schedule mediation on short notice because it requires the attendance of multiple parties including attorneys, litigants, and the mediator, all of whom generally keep busy schedules.
4. Upon information and belief, it is often much easier to schedule mediation when the scheduling process is started earlier, because the various participants have greater availability and flexibility in their schedules for dates that are later into the future.
5. That these scheduling difficulties often lead the parties to miss the mandatory mediation deadline, resulting in either the necessity of a scheduling order or, worse, the parties ending up on an ADR sanctions roster, both of which unnecessarily delay the case, and waste the Court's valuable time and resources.
6. On January 21, 2021, Defendants sent an email to Plaintiff's counsel with a tentative date of April 7, 2021 to schedule a mediation conference contingent upon confirmation that the Plaintiff has full authority to settle. ***(exhibit B)*** Plaintiff did not respond.
7. On January 22, 2021, Defendants sent a "Second Request" letter to Plaintiff's counsel via certified mail, electronic mail and fax, which states in part:

   "Please confirm that the person the Plaintiff is sending to the mediation hearing has full authority to settle the above referenced action "Wilmington v. Field – 2019-CP-07-02279", by and between the parties, via mediation including any counterclaims that may exist. If you, (Mr. J. Martin Page), are participating in the mediation process as the authorized person that has full authority to settle on behalf of the Plaintiff, please confirm that you have full authority to settle this matter including full authority to settle any counterclaims that may exist." ***(exhibit C)***

8. On January 25, 2021, Plaintiff's counsel responds via email: *"The Plaintiff is aware and will attend"* ***(exhibit D)***

9. January 25, 2021, Defendants filed "NOTICE OF MEDIATION PURSUANT TO ADR RULE 6" ***(exhibit E)***

10. On January 26, 2021, Defendants sent a "Third Request" letter to Plaintiff's counsel via certified mail, electronic mail and fax, which states in part:

    "Please confirm, pursuant to SC ADR Rule 6(b)(2), that an ***"officer, director, or employee"*** from Wilmington Savings Fund Society, FSB ***"having full authority to settle the claim for a corporate party"***... and that the above referenced ***"persons shall physically attend the mediation settlement conference."*** pursuant to the ADR Rules. Strict compliance with ADR Rule 6 is demanded." ***(exhibit F)***

11. On January 26, 2021, Plaintiff's counsel responds via email:

    "As I stated in my prior email, the Plaintiff is planing to attend the mediation on the date provided below." ***(exhibit G)***

12. 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."

    "Given Wilmington's lack of cooperation on the threshold issue of ADR Rule 6(b)(2), we are unable to confirm a mediator or any available dates for a mediation settlement conference at this time...." ***(exhibit H)***

13. No response to date from the Plaintiff's counsel on the Defendants' "Forth Request".

14. That in an effort to avoid a frivolous mediation settlement conference and these scheduling difficulties, the Defendants have attempted to work with opposing counsel to go ahead and get a mediation date on the calendar now that would be in compliance with ADR Rule 6(b)(2), for some time near the 60 day deadline after Defendants answer or pleading when all participants are more likely to be available and able to find a mutually agreeable date.

15. That, despite the undersigned's efforts in this regard, Plaintiff's counsel has been unwilling to confirm that the Plaintiff has full authority to settle pursuant to ADR Rule 6(b)(2) and thus are refusing to legitimately participate in such scheduling with full authority or to confirm that the Plaintiff would participate in a mediation settlement conference with full authority.

16. That the Plaintiff is a complex series of sophisticated multi-faceted entities formed under Delaware law, consisting of a Delaware corporation, *not in its individual capacity*, doing business as *Christiana Trust Company of Delaware*, a Limited Purpose Trust, Trustee for *CSMC 2018 RPL6 Trust*, a Delaware Statutory Trust, which is a special purpose entity (SPE) controlled by Delaware statues. It is incumbent upon the Plaintiff to identify the entity that has full authority to settle, and to confirm that an officer, director, or employee of that entity will be participating in the mediation settlement conference pursuant to SC ADR Rule 6(b)(2).

17. That Plaintiff therefore prays for an Order directing the parties to confer with each other and their respective representatives, set a mediation date on or before the 60th day from the filing of the Defendants answer or pleading, and appointing a mediator in the event the parties are unable to mutually agree to one utilizing the process prescribed for in Rule 4(c), SC ADR, and directing the Plaintiff to comply with Rule 6 (b)(2), SC ADR prior to the mediation settlement conference.

WHEREFORE, Plaintiffs prays for an Order Compelling the Scheduling of a Mediation Conference pursuant to Rule 4(c) and that the Plaintiff comply with Rule 6(b)(2) of the South Carolina Rules of Alternative Dispute Resolution.

Rule 11 Certification. The undersigned would show that they have complied with the consultation requirements of Rule 11 by consulting with opposing counsel prior to the filing of this Motion by letter and email.

Respectfully Submitted,

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

Tracy L. Field
(same address as above)

This day, February 4, 2021

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 Defendant.	)	**MOTION AND ORDER INFORMATION** **FORM AND COVERSHEET**

2021 FEB -1 P 1:24
BEAUFORT COUNTY, S.C.
CLERK OF COURT

Plaintiff's Attorney:	Defendant's Attorney:
J. Martin Page, Bar No. 100200 Address: Bell Carrington Price & Gregg 339 Heyward Street, 2nd Floor Columbia, SC 29201 Phone: 803-509-5078 Fax ____ E-mail: jmpage@bellcarrington.com 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: cyberport@protonmail.com 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:
Estimated Time Needed: Court Reporter Needed: ☐YES/☐ NO

SECTION II: Motion/Order Type

☒Written motion attached:
DEFENDANTS' NOTICE OF MOTION AND MOTION TO COMPEL MEDIATION
(no hearing requested) *proposed order filed under separate cover sheet

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

Rex Field Tracy Field
Signature of ☒ Defendants, *pro se*
Date submitted: 02/04/2021

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)

EXHIBIT A

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]

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

EXHIBIT B

re: Mediation - 2019-CP-07-02279 - April 7, 2010

Sent: **Thursday, January 21, 2021 4:14 PM**

From: **Rex Field cyberport@protonmail.com**

To: **Martin Page mpage@bellcarrington.com**

Bell Carrington Price & Gregg
Mr. J. Martin Page
339 Heyward Street, 2nd Floor
Columbia, SC 29201

RE: Wilmington v. Field - 2019-CP-07-02279 - Mediation for April 7, 2010; Authority to Settle Requested

Mr. Page,
We are representing our selves *pro se*. Pursuant to Judge Price's order dated January 20, 2021, we have scheduled mediation for April 7, 2021 with the mediator law firm listed below.

Mr. Karl A. Folkens, Folkens Law Firm,P.A., PO Box 6139, 601 W. Evans Street, Florence, SC 29502 Tel: (843) 665-0100, Fax: (843) 665-0500

Please confirm that you are available for April 7, 2021 for mediation with the above referenced mediator. The mediator will conduct mediation via zoom, in person or a hybrid hearing.

Also, please confirm that the Plaintiff in 2019-CP-07-02279 has the full authority to settle this matter via mediation including any counterclaims.

Your immediate response is required.

Sincerely,
Rex Field

Sent with ProtonMail Secure Email.

EXHIBIT C

SECOND REQUEST

VIA CERTIFIED MAIL #7020 0640 0000 0932 2246
VIA ELECTRONIC MAIL: Martin Page (mpage@bellcarrington.com)
AND VIA FAX# 803-753-9841

Bell Carrington Price & Gregg
Mr. J. Martin Page
339 Heyward Street, 2nd Floor
Columbia, SC 29201

RE: Wilmington v. Field – 2019-CP-07-02279
PARTICIPATION IN MEDIATION REQUESTED:
AUTHORITY TO SETTLE REQUESTED

Mr. Page,

For your convenience, please find attached the Order dated January 20, 2021 ordering the parties to participate in mediation, the Order states in part: ..."**The parties shall conduct a meditation within sixty (60) days of Defendants answer or other pleading**". Pursuant to the Order, we have scheduled mediation for April 7, 2021 with the mediator law firm listed below.

Mr. Karl A. Folkens,
Folkens Law Firm,P.A.,
PO Box 6139, 601 W. Evans Street,
Florence, SC 29502
Tel: (843) 665-0100
Fax: (843) 665-0500

Please confirm that the person the Plaintiff is sending to the mediation hearing has full authority to settle the above referenced action "Wilmington v. Field – 2019-CP-07-02279", by and between the parties, via mediation including any counterclaims that may exist. If you, (Mr. J. Martin Page), are participating in the mediation process as the authorized person that has full authority to settle on behalf of the Plaintiff, please confirm that you have full authority to settle this matter including full authority to settle any counterclaims that may exist.

Please confirm that you are available for April 7, 2021 for mediation with the above referenced mediator. The mediator will conduct mediation via zoom, in person or a hybrid hearing.

Your immediate response is required.

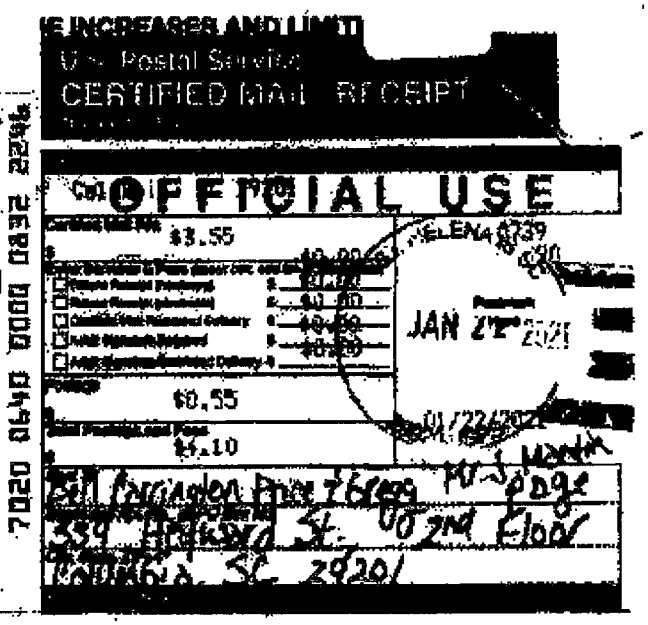
Sincerely,

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

ALERT: USPS IS EXPERIENCING UNPRECEDENT [S INCREASES AND LIMIT]

USPS Tracking®

Track Another Pacl



Tracking Number: 70200640000008322246

Your item was delivered to the front desk, reception area, or mail room at 2:35 pm on January 25, 2021 in COLUMBIA, SC 29201.

Delivered

January 25, 2021 at 2:35 pm
Delivered, Front Desk/Reception/Mail Room
COLUMBIA, SC 29201

Get Updates

Feedback

Text & Email Updates

Tracking History

January 25, 2021, 2:35 pm
Delivered, Front Desk/Reception/Mail Room
COLUMBIA, SC 29201
Your item was delivered to the front desk, reception area, or mail room at 2:35 pm on January 25, 2021 in COLUMBIA, SC 29201.

January 25, 2021, 7:23 am
Out for Delivery
COLUMBIA, SC 29201

Staples.

Your fax has been sent successfully!

Date: Fri 22-Jan-2021 14:30:47 EST

Phone Number: 18037539841

Images Scanned: 1

Fax Id: 4b412ebe-f716-4d28-8a32-4b99af764474

Status: SUCCESS

EXHIBIT D

RE: Participation in Mediation Requested - 2019-CP-07-02279 - Wilmington v. Field

Received: **Monday, January 25, 2021 9:50 AM**

From: **Martin Page mpage@bellcarrington.com**

To: **Rex Field cyberport@protonmail.com**

Mr. Field,

The Plaintiff is aware of and will attend the mediation.

Thanks,

J. Martin Page, Esq.

339 Heyward Street, 2nd floor

Columbia, SC 29201

803.509.5078

BELL CARRINGTON PRICE & GREGG
ATTORNEYS AT LAW

Bell Carrington Price & Gregg LLC, is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

**This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

From: Rex Field <cyberport@protonmail.com>
Sent: Friday, January 22, 2021 12:44 PM
To: Martin Page <mpage@bellcarrington.com>; FC@bellcarrington.com
Subject: Participation in Mediation Requested - 2019-CP-07-02279 - Wilmington v. Field

EXHIBIT E

ELECTRONICALLY FILED - 2021 Jan 25 4:36 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 Defendants	**IN THE COURT OF COMMON PLEAS** **C/A No: 2019-CP-07-02279** **NOTICE OF MEDIATION PURSUANT TO ADR RULE 6**

NOTICE TO: PLAINTIFF, PLAINTIFF'S COUNSEL, AND THE CLERK OF COURT

PLEASE TAKE NOTICE that Rex and Tracy Field ("Defendants"), *pro se*, hereby file this *Notice of Mediation pursuant to ADR Rule 6* by virtue of the Order dated January 20, 2021 by The Honorable Bentley Price ordering the parties to participate in mediation. The Order states in part: ..."**The parties shall conduct a meditation within sixty (60) days of Defendants answer or other pleading**". Pursuant to ADR Rule 6, Duties of the Parties, Representatives and Attorneys Mediation, Rule 6(a) states in part: **(a) Duty to Inform.** ...all attorneys should fairly and objectively inform their clients about mediation and arbitration.

(b) Attendance. The following persons shall physically attend a mediation settlement conference unless otherwise agreed to by the mediator and all parties or as ordered or approved by the Chief Judge for Administrative Purposes of the circuit:

(1) The mediator;

(2) **All individual parties; or an officer, director or employee having full authority to settle the claim for a corporate party;** or in the case of a governmental agency, a

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representative of that agency with full authority to negotiate on behalf of the agency and recommend a settlement to the appropriate decision-making body of the agency;

(3) The party's counsel of record, if any; and

(4) For any insured party against whom a claim is made, a representative of the insurance carrier who is not the carrier's outside counsel and who has full authority to settle the claim.

Pursuant to ADR Rule 6(b)(2), the Plaintiff and the Plaintiff's counsel are hereby noticed that the person that they send to attend the mediation settlement conference complies with ADR Rule 6 such that "***All individual parties, officer, director or employee having full authority to settle the claim for a corporate party***" will be in attendance with full authority to settle with the Defendants. **It is mandated by ADR Rule 6(b)(2) that the Plaintiff (Wilmington Savings Fund Society, FSB or CSMC 2018 RPL6 Trust) will have an "*officer, director or employee having full authority to settle the claim for a corporate party*" in attendance as the authorized person with full authority to settle the matter at the mediation conference including having full authority to settle any counterclaims that may exist.**

If the Plaintiff sends an agent of the Plaintiff, such as an employee or representative of the servicer Shellpoint Mortgage Servicing, the representative of the servicer attending the mediation conference would be in non-compliance of the mandates of ADR Rule 6(b)(2) and such attendance is expressly rejected.

Strict compliance with SC ADR Rule 6(b)(2) is demanded.

Respectfully submitted,

This day, January 25, 2021 _____ _____

Rex Field
PO Box 975
St. Helena, SC 29920

Tracy Field

EXHIBIT F

January 26, 2021

THIRD REQUEST

VIA CERTIFIED MAIL #7019 2910 0000 7966 4173
VIA ELECTRONIC MAIL: Martin Page (mpage@bellcarrington.com)
AND VIA FAX# 803-753-9841

Bell Carrington Price & Gregg
Mr. J. Martin Page
339 Heyward Street, 2nd Floor
Columbia, SC 29201

RE: Wilmington v. Field – 2019-CP-07-02279
COMPLIANCE WITH SC ADR RULE 6 REQUESTED;
FULL AUTHORITY TO SETTLE REQUESTED;
DUTY TO CONFER PURSUANT TO SCRCP RULE 11

Mr. Page,

1. Please confirm, pursuant to SC ADR Rule 6(b)(2), that an ***"officer, director, or employee"*** from Wilmington Savings Fund Society, FSB ***"having full authority to settle the claim for a corporate party"***... and that the above referenced ***"persons shall physically attend the mediation settlement conference."*** pursuant to the ADR Rules. Strict compliance with ADR Rule 6 is demanded.

2. Because Defendants are *pro se*, the mediator that we have selected requires a $1,500.00 deposit from the Defendants in advance to hold the date and time of a mediation settlement conference on April 7, 2021. In addition, the cost to mediate is $400.00/hour. Since you/Wilmington have not confirmed that you/Wilmington are available on that date, no deposit or final arrangements have been made with the mediator. The threshold issue for mediation is Wilmington's compliance with paragraph #1.

3. **Defendants' third request for compliance with SC ADR Rules.** Please confirm that the person from Wilmington Savings Fund Society, FSB ("Wilmington") attending the mediation settlement conference on behalf of Wilmington is an ***officer, director, or employee*** of Wilmington AND has ***full authority to settle the claim for a corporate party*** in compliance with ADR Rule 6.

4. If compliance is not confirmed as outlined above, please use this letter as notice pursuant to SCRCP Rule 11, duty to confer on Motion to Compel Mediation.

Sincerely,

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

Staples

Your fax has been sent successfully!

Date: Tue 26-Jan-2021 16:08:05 EST

Phone Number: 18037539841

Images Scanned: 1

Fax Id: 6886fc1c-2d3e-4118-9fc6-156135a1be24

Status: SUCCESS

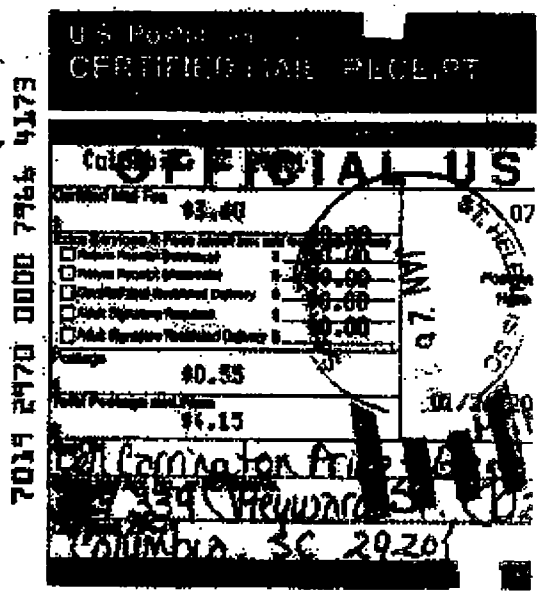


EXHIBIT G

Re: Compliance with SC ADR Rule 6 Requested; Full Authority to Settle Requested; Duty to Confer Pursuant to SCRCP Rule 11 - Wilmington v. Field - 2019-CP-07-02279

Received: **Tuesday, January 26, 2021 3:18 PM**

From: **Martin Page mpage@bellcarrington.com**

To: **Rex Field cyberport@protonmail.com, FC@bellcarrington.com FC@bellcarrington.com**

Mr. Field,

As I stated in my prior email, the Plaintiff is planing to attend the mediation on the date provided below.

From: Rex Field <cyberport@protonmail.com>
Sent: Tuesday, January 26, 2021 3:11 PM
To: Martin Page; FC@bellcarrington.com
Subject: Compliance with SC ADR Rule 6 Requested; Full Authority to Settle Requested; Duty to Confer Pursuant to SCRCP Rule 11 - Wilmington v. Field - 2019-CP-07-02279

January 26, 2021

THIRD REQUEST

VIA CERTIFIED MAIL #7019 2910 0000 7966 4173
VIA ELECTRONIC MAIL: Martin Page (mpage@bellcarrington.com)
AND VIA FAX# 803-753-9841

Bell Carrington Price & Gregg
Mr. J. Martin Page
339 Heyward Street, 2nd Floor
Columbia, SC 29201

RE: Wilmington v. Field – 2019-CP-07-02279
COMPLIANCE WITH SC ADR RULE 6 REQUESTED;
FULL AUTHORITY TO SETTLE REQUESTED;
DUTY TO CONFER PURSUANT TO SCRCP RULE 11

Mr. Page,

1. Please confirm, pursuant to SC ADR Rule 6(b)(2), that an ***"officer, director, or employee"*** from Wilmington Savings Fund Society, FSB ***"having full authority to settle the claim for a corporate party"***... and that the above referenced ***"persons shall physically attend the mediation settlement conference."*** pursuant to the ADR Rules. Strict compliance with ADR Rule 6 is demanded.

2. Because Defendants are *pro se*, the mediator that we have selected requires a $1,500.00 deposit from the Defendants in advance to hold the date and time of a mediation settlement conference on April 7, 2021. In addition, the cost to mediate is $400.00/hour. Since you/Wilmington have not confirmed that you/Wilmington are available on that date, no deposit or final arrangements have been made with the mediator. The threshold issue for mediation is Wilmington's compliance with paragraph #1.

3. Defendants' third request for compliance with SC ADR Rules. Please confirm that the person from Wilmington Savings Fund Society, FSB ("Wilmington") attending the mediation settlement conference on behalf of Wilmington is ***an officer, director, or employee*** of Wilmington AND has ***full authority to settle the claim for a corporate party*** in compliance with ADR Rule 6.

4. If compliance is not confirmed as outlined above, please use this letter as notice pursuant to SCRCP Rule 11, duty to confer on Motion to Compel Mediation.

EXHIBIT H

FOURTH REQUEST

January 27, 2021

VIA CERTIFIED MAIL #7019 2970 0000 7966 4180
VIA ELECTRONIC MAIL: Martin Page (mpage@bellcarrington.com)
AND VIA FAX# 803-753-9841

Bell Carrington Price & Gregg
Mr. J. Martin Page
339 Heyward Street, 2nd Floor
Columbia, SC 29201

RE: Wilmington v. Field – 2019-CP-07-02279
MOTION TO COMPEL MEDIATION

Mr. Page,

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.

Given Wilmington's lack of cooperation on the threshold issue of ADR Rule 6(b)(2), we are unable to confirm a mediator or any available dates for a mediation settlement conference at this time. The next step after filing the Motion to Compel Mediation, we are going to request that the Clerk of Court select a mediator pursuant to SC ADR Rule 4(c) *Appointment of Mediator by Circuit Court* and for the mediation to be held somewhere in Beaufort County, SC within 60 days of our answer or other pleading.

We fully intend to comply with Judge Price's Order dated January 20, 2021.

Sincerely,

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

Staples.

Your fax has been sent successfully!

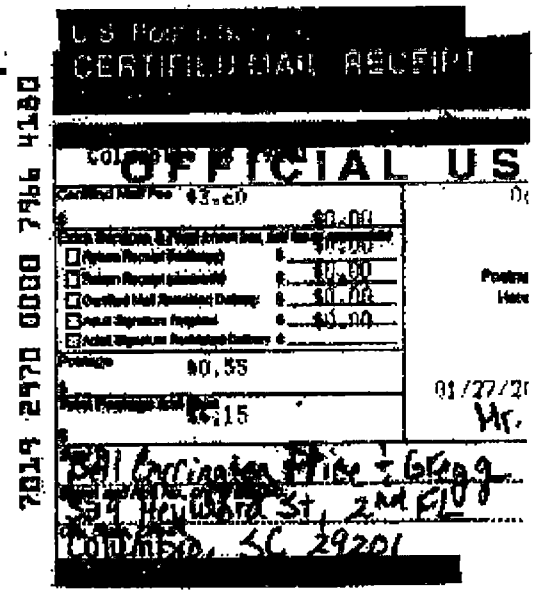
Date: Wed 27-Jan-2021 15:38:43 EST

Phone Number: 18037539841

Images Scanned: 1

Fax Id: 3ddfde80-2324-42e7-b0d7-388c2cbacd5a

Status: SUCCESS



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.

ORDER

Rex A. Field, Tracy L. Field

Defendants

THIS MATTER is before the Court on Defendants, Rex and Tracy Field, motion to compel mediation, the timely scheduling of mediation, and compelling Plaintiff's compliance with Rule 6(b)(2), SC ADR. By virtue of the order dated January 20, 2021 by The Honorable Bentley Price ordering the parties to participate in mediation ("Order"), and is required to be mediated no later than ... *"The parties shall conduct a meditation within sixty (60) days of Defendants answer or other pleading"*. The mediation conference must be completed not later than 60 days from the date of the Defendants answer or pleading. The Court finds that parties often wait until the mediation deadline is imminent before attempting to schedule the mediation conference and confirming that person(s) attending the mediation settlement conference having full authority to settle pursuant to Rule 6(b)(2), SC ADR. By this time, it is often difficult for all of the necessary attendees to agree upon a date and time that is mutually convenient. This leads to cases that are not mediated timely in accordance with the rules, and wastes the Court's valuable time in entertaining scheduling order requests and prosecuting ADR sanctions rosters.

The Court further finds that the most efficient way to get the mediation date scheduled in a timely fashion (given the number of parties required to attend) is to get it scheduled early in the case when all parties have greater flexibility in scheduling farther into the future and to confirm that the parties in attendance have have full authority to settle the claim(s).

IT IS THEREFORE ORDERED 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.

IT IS FURTHER ORDERD that. within 10 days of the date of this 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.

IT IS FURTHER ORDERED that if the parties are unable to agree, the mediation conference shall occur on the 60th day after Defendants' answer or other pleading by a court appointed mediator.

IT IS FURTHER ORDERED that if the Plaintiff Wilmington fails to participate 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 striking Plaintiff's Complaint and placing the Plaintiff Wilmington in default.

IT IS SO ORDERED! _____

The Honorable Bentley Price Chief Admin. Judge,
14th Cir., Common Pleas

EXHIBIT #4

ELECTRONICALLY FILED - 2021 Feb 12 11:56 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 COMPEL MEDIATION

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 Compel Mediation (***"Motion"***). The Plaintiff believes the Motion should be denied for the following reasons:

i. ***Mortgage foreclosure actions are exempt from mediation; [and]***

ii. ***Plaintiff was willing to attend mediation, however Field continues to advance the same disproven "split note theory" and the Plaintiff now questions if a mediation will be productive.***

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I. Mortgage foreclosure actions are exempt from mediation.

On October 7, 2005, Rex A. Field and Tracy L. Field (***"Defendants"***) made executed and delivered to E*Trade Mortgage Corporation a certain promissory note, in writing, wherein the Defendants promised to pay the principal sum of $359,000.00 together with interest at the initial rate of 4.99% per annum on the unpaid balance. On the same day, the Defendants did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for E*Trade Mortgage Corporation, its successors and assigns, a mortgage securing the primary residence of the Defendants including any and all improvements to the property.

Said mortgage was recorded on October 13, 2005 in Book 2249 at Page 2164 in the Beaufort County Registry, and thereinafter was subsequently assigned to the Plaintiff by an assignment recorded December 18, 2018 in Book 3722 at Page 1349 in the Beaufort County Registry.

Rule 3(b)(7), *SCADRR* specifically exempts mortgage foreclosures from mediation as such this matter is not subject to mandatory mediation.

i. Plaintiff was willing to attend mediation, however Field continues to advance the same disproven "split note theory" and the Plaintiff now questions if a mediation will be productive.

Prior to being relieved as counsel for the defendant, Andrew Radeker, Esq. (***"Radeker"***), contacted the undersigned about scheduling a mediation. At Radeker's suggestion, the parties agreed to conduct a mediation at the office of Karl A. Folken, Esq. on April 7, 2021. By order entered January 22, 2021 Radeker was relieved as

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counsel for the defendant. Field began contacting the undersigned directly asking if the Plaintiff would attend the mediation. The undersigned replied that the Plaintiff would be in attendance at the mediation. Even after this assurance Field continued to send emails and certified letters claiming that if a representative of the Plaintiff's servicer, Shellpoint Mortgage Servicing, attended, "such attendance is expressly rejected."

This is a continuation of the same flawed theory that Field advanced in a 2012 foreclosure brought by a prior servicer CitiMortgage, Inc., C/A No.: 2012-CP-07-00244 and an adversary bankruptcy action in 2019 Case No.: 19-80040-jw. While it impossible to discern every argument made by Field he appears to essentially allege that the assignment of the note ("split note theory"), the securitization of the note, and the use of MERS as nominee for the lender all render the note and mortgage unenforceable, among other arguments. All of these arguments have been repeatedly rejected.

The Plaintiff was willing and able to attend the April 7, 2021 mediation, however it now fears that the mediation will be futile if Field intends to continue to advance these disproven theories.

Judge Price wisely included in his January 20, 2021 order a requirement that the Defendants engage in mediation within a specified period of time to prevent the exactly stalling tactic Field is currently utilizing.

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CONCLUSION

The Plaintiff is informed and believes it has acted in good faith and the Defendants' Motion should be denied. The Plaintiff further requests that the Defendants be held in default and this matter referred to the Master in Equity for a final foreclosure hearing.

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

February 12, 2021

EXHIBIT #5

ELECTRONICALLY FILED - 2021 Feb 12 4:58 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	**MEMORANDUM IN SUPPORT OF MOTON TO COMPEL MEDIATION**
vs.	**(PRIORITY MATTER)**
Rex A. Field, Tracy L. Field	
Defendants	*The Honorable Bentley Price*

Defendants Rex and Tracy Field (hereinafter "the Defendants") hereby submit this memorandum in support of their motion to compel mediation 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, to deprive the Defendants of mediation as ordered by this Court and gain a foreclosure judgment by doing so, has engaged in blatant, and inexcusable violations of the SC ADR Rules, the South Carolina Rules of Civil Procedure ("SCRCP"), the Order of this Court, and the well-established authority of this Court.

In contravention of this Court's Order referring this matter to Alternative Dispute Resolution (ADR), Wilmington Savings Fund Society, FSB ("Wilmington") has failed to confirm compliance with Rule 6(b)(2) SC ADR to send a corporate representative with authority to settle the case via mediation. Not surprisingly, the mediator would be unable to mediate a settlement. After the Plaintiff being called upon to comply, counsel for Wilmington has made a calculated decision to disregard the order to participate in mediation. Based on Wilmington's failure to comply with key provision of Rule 6(b)(2) of the SC ADR Rules, Wilmington has failed to participate in mediation in good faith. Defendants now asks the Court to compel mediation pursuant to Rule 6(b)(2), SC ADR. Because the Defendants remain convinced that Wilmington and its counsel have not and will not participate in good faith in the ADR

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process. Defendants' motion to compel mediation should be granted. Moreover, the Court should compel mediation for Wilmington's frivolous participation and vexatious multiplication of these proceedings. Counsel for Wilmington has not assured Defendants or the Court that his client is prepared to discuss settlement in good faith and that he would have a representative present with authority to settle. Counsel for Wilmington has not participated as required by the Court's Order. Absent a Wilmington corporate representative, no one attending the conference would have any independent knowledge of the case, nor would anyone have authority to consider Defendants' position regarding settlement because a corporate representative would not be present at the ADR conference. Wilmington has failed to show good cause for its failure to participate in good faith in the Court ordered mediation process.

In the world of South Carolina's ADR/mediation, the requirements are well known to mediators. The Defendants requested mediation pursuant to the Order. It would strain credulity to believe that the Plaintiff and its counsel would not know that they are not complying with the SC ADR Rules. At first, the Plaintiff was willing to participate in mediation, now is claiming the opposite that foreclosure is exempt from mediation in contravention of the Order. And now, the Plaintiff has falsely filed a memorandum in opposition that *"Field continues to advance the same disproven split note theory"*. Plaintiff's statement is patently false because the Defendants have not advanced any of those theories in this case and the Defendants have not yet answered the Complaint.

The mediator, Karl A. Folken, Esq., not only recommended that the Plaintiff comply with Rule 6(b)(2), SC ADR, but has also released the Defendants from the April 7, 2021 conference date because of Plaintiff's non-compliance with Rule 6(b)(2). SC ADR. The Plaintiff's counsel has not given any assurances that a representative from Wilmington with full authority would be in attendance at the mediation conference.

Plaintiff's counsel, just as he did in the certification of foreclosure intervention, is making false and irrelevant statements relating to *"flawed theory"*, when in fact, the Defendants have never made any of

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those statements in this case. To be clear, the Defendants have not and are not advancing any disproven theories. The Defendants fully intend to comply with Judge Price's Order in spite of the frivolous opposition by the Plaintiff's counsel. The exhibits show that the Plaintiff and Plaintiff's counsel have not acted in good faith and it is improper for the Plaintiff to seek a default, once again, before the time has run for Defendants to answer the Complaint or before the time has run on court ordered mediation. The Court's authority to enforce its orders by imposing sanctions is founded upon the Federal Rules of Civil Procedure and a court's inherent authority to manage the progress of litigation. Pretrial settlement of litigation has been advocated and used as a means to alleviate overcrowded dockets, and courts have practiced numerous and varied types of pretrial settlement techniques for many years. The South Carolina Rules of Civil Procedure ("SCRCP") expressly provide that settlement of a case is one of several subjects which should be pursued and discussed vigorously during pretrial conferences. Pursuant to South Carolina Supreme Court Administrative Order 2009-05-22-01, the SCRCP and the inherent powers of the court, 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. Because Wilmington is ignoring the SC ADR Rules in this case, it is worth noting that the Court's power to impose sanctions extends beyond those enumerated in the SCRCP or the Administrative Order. The court's ability to take action in a procedural context may be grounded in "'inherent power,' governed not by rule or statute but by the control necessarily vested in courts to manage their own affairs so as to achieve the orderly and expeditious disposition of cases, such as the power to punish for contempt, power to sanction persons who file frivolous pleadings, power to determine whether there is jurisdiction. The court has express authority, under the Federal Rules of Civil Procedure and its inherent authority, to impose sanctions when a party violates the South Carolina Rules of Civil Procedure, the SC ADR Rules, the court's local rules, and the court's orders.

The rules and orders governing ADR are designed to prevent abuse of the opponent, which can and

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does occur when one side does not participate in good faith. When a party agrees to participate in a mediation process in good faith, the Court is entitled to rely on that representation. Implicit in the concept of good faith participation is the assurance that the parties will participate in ADR in accordance with the Court's order. *Raad v. Wal-Mart Stores, Inc.*, 1998 WL 272879, at (D.Neb. May 6, 1998). **Good Faith Participation in ADR Requires the Participation of A Corporate Representative With Authority to Settle.** Plaintiff has violated the Referral Order and has not acted in good faith by failing to give assurances that an appropriate corporate representative would be in attendance at the mediation conference. The SC ADR Rules specifically require attendance pursuant to SC ADR Rule 6(b)(2), that an ***"officer, director, or employee"*** from Wilmington Savings Fund Society, FSB ***"having full authority to settle the claim for a corporate party"...*** and that the above referenced ***"persons shall physically attend the mediation settlement conference."*** Presence of the corporate representative is the cornerstone of good faith participation.

The authority of a court to require a duly-empowered corporate officer to attend a settlement conference is well settled. *Universal Cooperatives v. Tribal Co-Operative Marketing Development Federation of India, Ltd.*, 45 F.3d 1194, 1196 (8th Cir.1995) (citing *G. Heileman Brewing Co., Inc. v. Joseph Oat Co.*, 871 F.2d 648, 655 (7th Cir.1989)); *see also, In re LaMarre,* 494 F.2d 753, 756 (6th Cir. 1974) (court stating that it is well within the scope of a court's authority to compel the appearance of a party's insurer at a pretrial conference and to enforce the order). This is why attendance of a corporate representative with settlement authority is so important. During the ADR conference, all parties have the opportunity to argue their respective positions, this is often the first time that parties, especially corporate representatives, hear about the difficulties they will face at trial. As a practical matter this may also be the first time that firmly held positions may be open to change. For ADR to work, the corporate representative must have the authority and discretion to change her opinion in light of the statements and arguments made by the neutral and opposing party. Meaningful negotiations cannot

occur if the only person with authority to actually change their mind and negotiate is not present. Availability by telephone is insufficient because the absent decision-maker does not have the full benefit of the ADR proceedings, the opposing party's arguments, and the neutral's input. The absent decision-maker needs to be present and hear first hand the good facts *and* the bad facts about their case. Instead, the absent decision-maker learns only what his or her attorney chooses to relate over the phone. This can be expected to be largely a recitation of what has been conveyed in previous discussions. Even when the attorney attempts to summarize the strengths of the other side's position, there are problems. First, the attorney has a credibility problem: the absent decision-maker wants to know why the attorney's confident opinion expressed earlier has now eroded. Second, the new information most likely is too much to absorb and analyze in a matter of minutes. Under this dynamic it becomes all too easy for the absent decision-maker to reject the attorney's new advice, reject the new information, and reject any effort to engage in meaningful negotiations. It is quite likely that the telephone call is viewed as a distraction from other business being conducted by the absent decision-maker. In that case the absent decision-maker will be preoccupied with some other matter demanding her attention at the time she is asked to evaluate new information in a telephone call. Confronted with distractions and inadequate time to evaluate the new information meaningfully, the absent decision-maker's easiest decision is to summarily reject any offer and get back to the business on her desk. Even a conscientious decision-maker cannot absorb the full impact of the ADR conference when they are not present for the discussion. The absent decision-maker cannot participate in good faith in the ADR conference without being present for the conference. Unfortunately, as discussed in *Dvorak* v. *Shibata*, 123 F.R.D. 608 (D.Neb.1988) occasionally parties may use the absence of the decision-maker as a weapon. Such parties "feign a good faith settlement posture by those in attendance at the conference, relying on the absent decision-maker to refuse to agree," thereby taking advantage of their opponent. *Id.*, at 610.

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In such cases the offending party is able to "gain information about [its] opponent's case, strategy, and settlement posture without sharing any of its own information." Instead of a negotiation session, the mediation becomes a stealth discovery session, to the unfair benefit of the party whose decision-maker is not in attendance. When that happens, the Court's referral to mediation has been callously misused. "Meanwhile, the opposing side has spent money and time preparing for a good-faith, candid discussion toward settlement. If the other party does not reciprocate, most if not all of that money and time has been wasted."

In sum, when a corporate representative with the authority to reconsider that party's settlement position is not present, the whole purpose of the mediation is lost, and the result is an even greater expenditure of the parties' resources, both time and money, for nothing.

Wilmington has not participated in good faith in the ADR process. The absence of good faith is evidenced not by the parties failure to reach settlement, but by the Plaintiff's failure to comply with the Court's January 20, 2021 Referral Order. The consequence of Wilmington's lack of good faith participation in the ADR process, however, would be the wasted expense of time and energy of the Court, the neutral, and the Defendants.

If Plaintiff Wilmington did not feel that ADR could be fruitful and had no intention of participating in good faith, it had a duty to report its position to the Court and to request appropriate relief. Plaintiff Wilmington did not do so and sanctions would be appropriate to remedy the resulting waste of time and money.

Plaintiff is well aware that each Judge takes an oath to "administer justice without respect to persons, and do equal right to the poor and to the rich ... and [to] faithfully and impartially discharge and perform all duties ... under the Constitution and laws of the United States." 28 U.S.C. § 453. That knowledge alone should have prevented Plaintiff Wilmington from suggesting that the Order was improper merely as the result of Plaintiff's misplaced "*fears*" or of Defendants "*disproven theories*".

ELECTRONICALLY FILED - 2021 Feb 12 4:58 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

It should go without saying that this Court does not believe mediation is frivolous. It is unfortunate that when confronted with its willful violation of the Court's Order, Plaintiff Wilmington has refused to acknowledge the failings of its own behavior and instead attacked the Court that foreclosure is exempt from mediation and that somehow the Court's January 20, 2021 referral Order was improper, thus, showing the Plaintiff's flagrant and willful disregard of the Court's Order referring the matter to ADR.

Many of the arguments advanced by the Plaintiff opposition to mediation are frivolous accomplishing nothing but increasing the cost of litigation. The Court should therefore impose additional sanctions to reflect the frivolous nature their opposition to Defendants' motion to compel mediation.

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 and opposition to the Order, calculated to gain a victory by depriving the Defendants of their procedural rights, the Defendants' motion to compel mediation should be granted.

Respectfully submitted,

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

Tracy L. Field
(same address as above)

EXHIBIT #6

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
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 as Defendant Rex A. Field's Motion to Compel Mediation.

All parties agreed to have the motion decided on the filings, and conveyed to the Court that a hearing was not necessary.

Based on the motion and filings, Defendant Rex A. Field's Motion to Compel Mediation is denied.

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 03/14/2021 .

Federal National Mortgage Association
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
DLJ Mortgage Capital Inc
Christiana Trust Company of Delaware
Rex A Field for Rex A Field
Fannie Mae

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2021 Mar 15 9:05 AM - 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.

ELECTRONICALLY FILED - 2021 Mar 15 9:05 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

ELECTRONICALLY FILED - 2021 Mar 15 9:05 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

Beaufort Common Pleas

Case Caption:	Wilmington Savings Fund Society Fsb 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

EXHIBIT #7

VIA CERTIFIED MAIL #7106 0600 0000 5995 7250
VIA ELECTRONIC MAIL: Martin Page (mpage@bellcarrington.com)
AND VIA FAX# 803-753-9841

March 15, 2021

Bell Carrington Price & Gregg
Mr. J. Martin Page
339 Heyward Street, 2nd Floor
Columbia, SC 29201

RE: Wilmington v. Field – 2019-CP-07-02279
COMPLIANCE WITH ORDER DATED JANUARY 20, 2021 REQUESTED; PARTICIPATION IN MEDIATION REQUESTED ON OR BEFORE APRIL 20, 2021

Mr. Page,

Please use this letter as our request for the Plaintiff ("Wilmington") to participate in a mediation settlement conference on or before April 20, 2021 as per the above referenced Order and pursuant to the SC ADR Rules.

Pursuant to the Order, we have (60) days from the date that the Defendants answered the Complaint (February 19, 2021) to conduct mediation. Thus, the deadline is **April 20, 2021.**

We will make any date available between now and April 20, 2021 to conduct a mediation settlement conference with the Plaintiff ("Wilmington").

Please let us know if the Plaintiff ("Wilmington") is willing to conduct a settlement conference on or before the deadline pursuant to the Order. Yes or No? If yes, what dates do you have available? Also, do you have a preferred mediator or do we need to have the Court Appoint a mediator.

Time is of the essence.

Sincerely,

Rex Field

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

PARTICIPATION IN MEDIATION SETTLEMENT CONFERENCE ON OR BEFORE APRIL 20, 2021 REQUESTED - Wilmington v. Field – 2019-CP-07-02279

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>
fc@bellcarrington.com <fc@bellcarrington.com>

Date: Monday, March 15th, 2021 at 11:51 AM

March 15, 2021

VIA CERTIFIED MAIL #7106 0600 0000 5995 7250
VIA ELECTRONIC MAIL: Martin Page (mpage@bellcarrington.com)
AND VIA FAX# 803-753-9841

Bell Carrington Price & Gregg
Mr. J. Martin Page
339 Heyward Street, 2nd Floor
Columbia, SC 29201

RE: Wilmington v. Field – 2019-CP-07-02279
COMPLIANCE WITH ORDER DATED JANUARY 20, 2021 REQUESTED;
PARTICIPATION IN MEDIATION REQUESTED ON OR BEFORE APRIL 20, 2021

Mr. Page

Please use this letter as our request for the Plaintiff ("Wilmington") to participate in a mediation settlement conference on or before April 20, 2021 as per the above referenced Order and pursuant to the SC ADR Rules.

Pursuant to the Order, we have (60) days from the date that the Defendants answered the Complaint (February 19, 2021) to conduct mediation. Thus, the deadline is **April 20, 2021.**

We (Defendants) will make any date available between now and April 20, 2021 to conduct a mediation settlement conference with the Plaintiff ("Wilmington").

Please let us know if the Plaintiff ("Wilmington") is willing to conduct a settlement conference on or before the deadline pursuant to the Order. Yes or No? If yes, what dates do you/they have available? Also, do you have a preferred mediator or do we need to have the Court Appoint a mediator.

Time is of the essence.

Sincerely,

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

RE: PARTICIPATION IN MEDIATION SETTLEMENT CONFERENCE ON OR BEFORE APRIL 20, 2021 REQUESTED - Wilmington v. Field – 2019-CP-07-02279

From: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>
fc@bellcarrington.com <FC@bellcarrington.com>

Date: Monday, March 15th, 2021 at 12:11 PM

Mr. Field,

The Plaintiff is willing to attend a mediation. Attached is the schedule for E. Mitchell Griffith in Beaufort. We would prefer to attend via zoom or webex. For the April dates we could do April 2, 6, 13,14, 16.

Let me know when you have finalized the date with the mediator.

Thanks,

Martin

J. Martin Page, Esq.

339 Heyward Street, 2nd floor

Columbia, SC 29201

803.509.5078

image001....

Bell Carrington Price & Gregg LLC, is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

RE: PARTICIPATION IN MEDIATION SETTLEMENT CONFERENCE ON OR BEFORE APRIL 20, 2021 REQUESTED - Wilmington v. Field – 2019-CP-07-02279

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

CC: fc@bellcarrington.com <FC@bellcarrington.com>

Date: Monday, March 15th, 2021 at 12:37 PM

Mr. Page,

We will have a consultation with Mr. Griffith and let you know our decision.

Sincerely,
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Monday, March 15, 2021 12:11 PM, Martin Page <mpage@bellcarrington.com> wrote:

> Mr. Field,
>
> The Plaintiff is willing to attend a mediation. Attached is the schedule for E. Mitchell Griffith in Beaufort. We would prefer to attend via zoom or webex. For the April dates we could do April 2, 6, 13,14, 16.
>
> Let me know when you have finalized the date with the mediator.
>
> Thanks,
>
> Martin
>
> J. Martin Page, Esq.
>
> 339 Heyward Street, 2nd floor

EXHIBIT #8

RE: PARTICIPATION IN MEDIATION SETTLEMENT CONFERENCE ON OR BEFORE APRIL 20, 2021 REQUESTED - Wilmington v. Field – 2019-CP-07-02279

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

Date: Wednesday, March 17th, 2021 at 5:08 PM

Mr. Page,
We have finalized a mediation settlement conference with E. Mitchell Griffith in Beaufort on April 13, 2021 staring at 9:30am. (reserved all day)

We will be attending the conference personally in his office, you may participate remotely.

You will be receiving a confirmation most likely tomorrow.

Sincerely,
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Monday, March 15, 2021 12:11 PM, Martin Page <mpage@bellcarrington.com> wrote:

> Mr. Field,
>
> The Plaintiff is willing to attend a mediation. Attached is the schedule for E. Mitchell Griffith in Beaufort. We would prefer to attend via zoom or webex. For the April dates we could do April 2, 6, 13,14, 16.
>
> Let me know when you have finalized the date with the mediator.
>
> Thanks,
>
> Martin

Appt. Request Acknowledgement - Tue, Apr 13 2021

From: server@nadn.org <server@nadn.org>

To: cyberport@protonmail.com <cyberport@protonmail.com>

Date: Wednesday, March 17th, 2021 at 3:49 PM

THE NATIONAL ACADEMY OF DISTINGUISHED NEUTRALS

Dear Rex A. Field

THANK YOU - we have received your case information for an appointment with: E. Mitchell Griffith for Morning of Tuesday, Apr 13, 2021 starting at 9:30am

Location: Mediator office

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

We will be in touch shortly to confirm this on E. Mitchell Griffith's schedule.
Please find a summary of your form data in the attached in TXT file.

E. Mitchell Griffith
Griffith Freeman & Lilpfert, LLC
Post Office Box 570
600 Monson Screet
Beaufort SC 29901
Tel: (843) 521-4242
Fax:

This is an automated email sent from the server of the National Academy of Distinguished Neutrals, on behalf of this member.

NADN - America's Premier Mediators & Arbitrators

National Site: www.NADN.org

NADN, 104 Churchill Way, W.Palm Beach, FL 33411 • (813) 600-3678 • support@NADN.org

2.00 KB 1

Apr 13 2021 - Wilmington Savings .txt (2.00 KB)

Appt. Request Acknowledgement - Tue, Apr 13 2021

From: server@nadn.org <server@nadn.org>

To: cyberport@protonmail.com <cyberport@protonmail.com>

Date: Wednesday, March 17th, 2021 at 4:52 PM

THE NATIONAL ACADEMY OF DISTINGUISHED NEUTRALS

Dear Rex A. Field

THANK YOU - we have received your case information for an appointment with: E. Mitchell Griffith for Afternoon of Tuesday, Apr 13, 2021 starting at 12:00pm

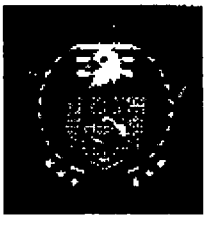
Location: Mediator office

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

We will be in touch shortly to confirm this on E. Mitchell Griffith's schedule.
Please find a summary of your form data in the attached in TXT file.

E. Mitchell Griffith
Griffith Freeman & Liipfert, LLC
Post Office Box 570
600 Monson Street
Beaufort SC 29901
Tel: (843) 521-4242
Fax:

This is an automated email sent from the server of the National Academy of Distinguished Neutrals, on behalf of this member.



NADN - America's Premier Mediators & Arbitrators

National Site: www.NADN.org

NADN, 104 Churchill Way, W.Palm Beach, FL 33411 • (813) 600-3678 •
support@NADN.org

1.81 KB 1

Apr 13 2021 - Wilmington Savings .txt (1.81 KB)

EXHIBIT #9

Fw: Appt. Request Acknowledgement - Tue, Apr 13 2021

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>
fc@bellcarrington.com <fc@bellcarrington.com>

Date: Thursday, March 18th, 2021 at 10:54 AM

RE: Mediation Settlement Conference (April 13, 2021)

Mr. Page,

We are forwarding the mediation conference appointment with: **E. Mitchell Griffith** for **Morning of Tuesday, Apr 13, 2021 starting at 9:30am.**

You will be receiving two email confirmations, one for the morning session and one for the afternoon session comprising of an all day appointment.

We will try to combine this appointment into one confirmation for all day.

Please see confirmation attachment below.

Sincerely,
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Wednesday, March 17, 2021 3:49 PM, <server@nadn.org> wrote:

> National Academy of Distinguished Neutrals
>
> Divider
>
> Dear Rex A. Field
>
> **THANK YOU - we have received your case information for an appointment with: E. Mitchell Griffith for Morning of Tuesday, Apr 13, 2021 starting at 9:30am**
>
> Location: Mediator office
>
> **with reference to Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust.**
>
> We will be in touch shortly to confirm this on E. Mitchell Griffith's schedule.
> Please find a summary of your form data in the attached in TXT file.
>
> E. Mitchell Griffith

Fw: Appt. Request Acknowledgement - Tue, Apr 13 2021

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>
fc@bellcarrington.com <fc@bellcarrington.com>

Date: Thursday, March 18th, 2021 at 10:59 AM

RE: Mediation Settlement Conference (April 13, 2021)

Mr. Page,

We are forwarding the mediation conference appointment with: **E. Mitchell Griffith** for **Tuesday, Apr 13, 2021. (all day)**

You will be receiving two email confirmations, one for the morning session starting at 9:30am and one for the afternoon session starting at 12:00pm comprising of an all day appointment.

We will try to combine this appointment into one confirmation for all day.

Please see confirmation attachment below.

Sincerely,
Rex Field

Sent with ProtonMail Secure Email.

-------- Original Message --------
On Wednesday, March 17, 2021 4:52 PM, <server@nadn.org> wrote:

> National Academy of Distinguished Neutr...
>
> Divi...
>
> Dear Rex A. Field
>
> **THANK YOU - we have received your case information for an appointment with: E. Mitchell Griffith for Afternoon of Tuesday, Apr 13, 2021 starting at 12:00pm**
>
> Location: Mediator office
>
> **with reference to Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust.**

EXHIBIT #10

RE: PARTICIPATION IN MEDIATION SETTLEMENT CONFERENCE ON OR BEFORE APRIL 20, 2021 REQUESTED - Wilmington v. Field 2019-CP-07-02279

From: Milam, Ben <bmilam@bradley.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>

CC: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

Date: Friday, March 19th, 2021 at 3:16 PM

Mr. Field, I will be filing an appearance in this case as lead counsel for the Plaintiff, and likely some of the third party defendants. I see that we have upcoming deadlines next week for responsive pleadings to your claims. Do you object to a 20-day extension for the responses?

Thanks,

Ben

G. Benjamin Milam
Associate
e: bmilam@bradley.com w: bradley.com
d: 704.338.6049 f: 704.338.6094 c: 704.618.0423
Bradley Arant Boult Cummings LLP

Hearst Tower, 214 North Tryon Street, Suite 3700
Charlotte, NC 28202-1078

LinkedIn | Facebook | Twitter | Instagram | Blogs | My Bio

From: Rex Field <cyberport@protonmail.com>
Sent: Friday, March 19, 2021 10:16:57 AM
To: Martin Page <mpage@bellcarrington.com>; FC@bellcarrington.com <FC@bellcarrington.com>
Subject: RE: PARTICIPATION IN MEDIATION SETTLEMENT CONFERENCE ON OR BEFORE APRIL 20, 2021 REQUESTED - Wilmington v. Field – 2019-CP-07-02279

RE: PARTICIPATION IN MEDIATION SETTLEMENT CONFERENCE ON OR BEFORE APRIL 20, 2021 REQUESTED - Wilmington v. Field – 2019-CP-07-02279

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>
fc@bellcarrington.com <fc@bellcarrington.com>

Date: Friday, March 19th, 2021 at 10:16 AM

Mr. Page,
As you are aware, we sent you an email two days ago relating to an appointment (mediation conference) with Mr. Griffith in Beaufort on April 13, 2021 and we sent you an email yesterday relating to a back-up appointment for April 14, 2021 with mediator Mr. Tiller in Charleston. You have not responded to either email.

We would prefer to mediate with Mr. Tiller in Charleston. Given that you are only willing to mediate via zoom or webex, it really doesn't matter where the mediator is located from your perspective. Also, you stated that April 14th was one of the dates that you were available.

We need to know what your plans are and are you willing to mediate with the back-up mediator Mr. Tiller in Charleston on the 14th.

Time is of the essence.

Sincerely,
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Monday, March 15, 2021 12:11 PM, Martin Page <mpage@bellcarrington.com> wrote:

> Mr. Field,
>
> The Plaintiff is willing to attend a mediation. Attached is the schedule for E. Mitchell Griffith in Beaufort. We would prefer to attend via zoom or webex. For the April dates we could do April 2, 6, 13,14, 16.
>
> Let me know when you have finalized the date with the mediator.

Mediation settlement conference with Mr. Griffith on April 13, 2021

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Linda Smyth <lsmyth@griffithfreeman.com>
Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>
fc@bellcarrington.com <fc@bellcarrington.com>

Date: Friday, March 19th, 2021 at 3:20 PM

Dear Ms. Symth,

As per our conversation on March 17th, we have made an appointment with Mr. Griffith for a mediation settlement conference for April 13, 2021 online via the nadn.org website.

However, we have not heard back from you or Plaintiff's counsel since we made the appointment online on March 17th, thus, we have not received any confirmation from you regarding this mediation settlement conference.

Please give us a status update and what we need to do from here, we are concerned that there may be a problem because our phone calls are not being returned by you or Plaintiff's counsel.

Is there a conflict of interest between your law firm and the parties in this case? If there is a conflict, you need to let us know now so that we would have time to seek an alternative mediator. We are under a court order to mediate on or before April 20, 2021.

Please let us know as soon as possible.

Thank you.
Best regards,
Rex Field

Sent with ProtonMail Secure Email.

RE: Mediation settlement conference with Mr. Griffith on April 13, 2021

From: Linda Smyth <Lsmyth@griffithfreeman.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>
Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>
fc@bellcarrington.com <fc@bellcarrington.com>

CC: Linda Smyth <Lsmyth@griffithfreeman.com>

Date: Friday, March 19th, 2021 at 5:23 PM

Mr. Field -

We are holding April 13, 2021 for mediation by Mr. Griffith of Wilmington Savings Fund Society, FSB, et al. v. Rex A. Field, et al., 2019-CP-07-02279.

We want to let the parties know that our conflict search revealed that this firm has in the past been involved in a matter in which Federal National Mortgage Association was a co-defendant. However, Mr. Griffith is not currently involved in any matter in which that entity is a party. This is meant for disclosure purposes only and is not an attempt by Mr. Griffith to avoid serving as your mediator. We request that each party respond to this email, acknowledging this disclosure and advising if any party has any objection to Mr. Griffith serving as your mediator.

We look forward to your respective replies. Thank you. Please let us know if you have any further questions.

Linda Smyth

600 Monson Street (29902)

EXHIBIT #11

RE: PARTICIPATION IN MEDIATION SETTLEMENT CONFERENCE ON OR BEFORE APRIL 20, 2021 REQUESTED - Wilmington v. Field 2019-CP-07-02279

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

Date: Thursday, April 1st, 2021 at 9:53 AM

April 1, 2021
Bell Carrington Price & Gregg
Mr. J. Martin Page
339 Heyward Street, 2nd Floor
Columbia, SC 29201

RE: Wilmington v. Field – 2019-CP-07-02279
COMPLIANCE WITH ORDER DATED JANUARY 20, 2021 REQUESTED;
PARTICIPATION IN MEDIATION REQUESTED ON APRIL 13, 2021

Mr. Page.

As you are aware, we have a mediation settlement conference, by and between the Plaintiff and the Defendants, scheduled for April 13, 2021 at 9:30am in Beaufort, SC with mediator Mr. Griffith.

As you are counsel of record for the Plaintiff, please confirm that you plan to attend the mediation on the April 13th.

Your attention to this matter would be greatly appreciated.

Sincerely,
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Friday, March 19, 2021 3:16 PM, Milam, Ben <bmilam@bradley.com> wrote:

> Mr. Field, I will be filing an appearance in this case as lead counsel for the Plaintiff, and likely some of the third party defendants. I see that we have upcoming deadlines next week for responsive pleadings to your claims. Do you object to a 20-day extension for the responses?
>
> Thanks,

RE: PARTICIPATION IN MEDIATION SETTLEMENT CONFERENCE ON OR BEFORE APRIL 20, 2021 REQUESTED - Wilmington v. Field 2019-CP-07-02279

From: Milam, Ben <bmilam@bradley.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>

CC: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

Date: Thursday, April 1st, 2021 at 11:15 AM

Mr. Field,

Mr. Page forwarded me your email. I will be attending the mediation as counsel for Plaintiff on April 13 with a client representative (remotely).

Thanks,

Ben Milam

G. Benjamin Milam
Associate | Bradley
bmilam@bradley.com
704.338.6049

From: Rex Field <cyberport@protonmail.com>
Sent: Thursday, April 1, 2021 9:53 AM
To: Martin Page <mpage@bellcarrington.com>
Subject: RE: PARTICIPATION IN MEDIATION SETTLEMENT CONFERENCE ON OR BEFORE APRIL 20, 2021 REQUESTED - Wilmington v. Field 2019-CP-07-02279

April 1, 2021

Bell Carrington Price & Gregg

Mr. J. Martin Page

RE: PARTICIPATION IN MEDIATION SETTLEMENT CONFERENCE ON OR BEFORE APRIL 20, 2021 REQUESTED - Wilmington v. Field 2019-CP-07-02279

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Milam, Ben <bmilam@bradley.com>

CC: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

Date: Thursday, April 1st, 2021 at 12:07 PM

Mr. Milam,

Please identify the "client representative".

1). The name of the company that the "client representative" is employed ;
2). Are they an officer, director or employee of the Plaintiff; and
3). Do they have full authority to settle for the Plaintiff (Wilmington Savings Fund Society, FSB).

Rule 6, SC ADR is applicable.

Please advise.
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Thursday, April 1, 2021 11:15 AM, Milam, Ben <bmilam@bradley.com> wrote:

> Mr. Field,
>
> Mr. Page forwarded me your email. I will be attending the mediation as counsel for Plaintiff on April 13 with a client representative (remotely).
>
> Thanks,
>
> Ben Milam

RE: PARTICIPATION IN MEDIATION SETTLEMENT CONFERENCE ON OR BEFORE APRIL 20, 2021 REQUESTED - Wilmington v. Field 2019-CP-07-02279

From: Milam, Ben <bmilam@bradley.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>

CC: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

Date: Thursday, April 1st, 2021 at 12:19 PM

Mr. Field,

The representative assigned for this mediation is Eber Avelar. He is an employee of the loan servicer, Shellpoint, and has full authority to settle for Wilmington Savings Fund Society, FSB.

Best regards,

Ben Milam

G. Benjamin Milam
Associate | Bradley
bmilam@bradley.com
704.338.6049

From: Rex Field <cyberport@protonmail.com>
Sent: Thursday, April 1, 2021 12:07 PM
To: Milam, Ben <bmilam@bradley.com>
Cc: Martin Page <mpage@bellcarrington.com>
Subject: RE: PARTICIPATION IN MEDIATION SETTLEMENT CONFERENCE ON OR BEFORE APRIL 20, 2021 REQUESTED - Wilmington v. Field 2019-CP-07-02279

[External Email]

Mr. Milam,

Fw: Appt. Request Acknowledgement - Tue, Apr 13 2021

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Linda Smyth <Lsmyth@griffithfreeman.com>

Date: Thursday, April 1st, 2021 at 2:42 PM

Dear Ms. Smyth,

Forwarded to you is the confirmation for 9:30am on April 13, 2021 with Mr. Griffith.

The confirmation shows the mediation conference starting at 9:30am.

Please confirm that the mediation conference starts at that time.

Thank you.

Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Wednesday, March 17, 2021 3:49 PM, <server@nadn.org> wrote:

National Academy of Distinguished Neutr...

Dear Rex A. Field

THANK YOU - we have received your case information for an appointment with: E. Mitchell Griffith for Morning of Tuesday, Apr 13, 2021 starting at 9:30am

Location: Mediator office

RE: Appt. Request Acknowledgement - Tue, Apr 13 2021

From: Linda Smyth <Lsmyth@griffithfreeman.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>

CC: Linda Smyth <Lsmyth@griffithfreeman.com>

Date: Monday, April 5th, 2021 at 2:31 PM

Mr. Field –

My apologies for any misunderstanding. You originally booked the morning of April 13, 2021 for mediation of this matter, and then booked the afternoon for mediation. It was not my understanding that you intended for mediation to be an all day mediation, but had decided to book the afternoon instead of the morning.

At this time, Mr. Griffith has a conflict from 10:00 a.m to 12:00 p.m. on April 13th. Therefore, at this time, mediation of this matter is confirmed to begin at 12:00 p.m.

I again apologize for any inconvenience.

Linda Smyth

600 Monson Street (29902)

PO Drawer 570

Beaufort, SC 29901

EXHIBIT #12

RE: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279

From: Linda Smyth <Lsmyth@griffithfreeman.com>

To: Milam, Ben <bmilam@bradley.com>

CC: cyberport@protonmail.com <cyberport@protonmail.com>
Linda Smyth <Lsmyth@griffithfreeman.com>

Date: Wednesday, April 7th, 2021 at 9:11 AM

Mr. Milam –

The start time for mediation on April 13th is 12:00 p.m. The Zoom invitation will be sent today.

Linda Smyth

600 Monson Street (29902)

PO Drawer 570

Beaufort, SC 29901

843-521-4242

843-521-4247 (fax)

lsmyth@griffithfreeman.com

image0...

image005.p...

RE: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279

From: Linda Smyth <Lsmyth@griffithfreeman.com>

To: Milam, Ben <bmilam@bradley.com>

CC: cyberport@protonmail.com <cyberport@protonmail.com>
Linda Smyth <Lsmyth@griffithfreeman.com>

Date: Wednesday, April 7th, 2021 at 9:16 AM

In follow-up to my earlier email, the confirmation letter and Mediation Agreement will be emailed prior to the mediation.

Linda Smyth

600 Monson Street (29902)

PO Drawer 570

Beaufort, SC 29901

843-521-4242

843-521-4247 (fax)

lsmyth@griffithfreeman.com

image0...

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The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of Griffith, Freeman & Lilpfert, LLC. Unauthorized use, disclosure, or copying of this communication or any part thereof is strictly prohibited. If you have received this communication in error, please notify us immediately either by

RE: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Milam, Ben <bmilam@bradley.com>
Linda Smyth <Lsmyth@griffithfreeman.com>
Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

Date: Wednesday, April 7th, 2021 at 10:18 AM

Good morning Ms. Smyth,

As per your previous email, you instructed the parties that you would provide the zoom login credentials the morning of the conference.

It is improper for Mr. Milam to barge in once again demand something different than your initial instructions. We are very concerned that Mr. Milam will hand out login password codes like pokeman cards.

We have waived our objection to Mr. Milam's attendance as he has filed a notice of appearance as co-counsel, nonetheless, he represents other Third-party Defendants. However, the "counsel of record" (Mr. Page) for the Plaintiff has been eerily silent since March 15th and it appears that he will be a no show.

Please notify us in advance before you send out authorization codes for this mediation.

Mr. Milam is welcome to attend in person as we believe the mediation would be exponentially more productive.

As a side note, Mr. Milam is full aware of the SC ADR rules, it remains to be seen if he will follow those rules.

Best regards,
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Wednesday, April 7, 2021 9:05 AM, Milam, Ben <bmilam@bradley.com> wrote:

> Ms. Smyth, I understand that the previous objections have been resolved and that the Fields plan to attend the mediation on the 13th. Please confirm our start time and provide login instructions for Zoom.
>
> Thanks,

Re: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Linda Smyth <Lsmyth@griffithfreeman.com>

Date: Wednesday, April 7th, 2021 at 10:30 AM

Dear Ms. Smyth,

We respectfully request that you cancel the zoom credentials and create a new zoom invitation the morning of the conference as per your previous instructions.

Please confirm that the meeting ID and passcode has been cancelled.

Thank you,
Rex Field

Sent with ProtonMail Secure Email.

-------- Original Message --------
On Wednesday, April 7, 2021 9:16 AM, Linda Smyth <Lsmyth@griffithfreeman.com> wrote:

> Mitchell Griffith is inviting you to a scheduled Zoom meeting.
>
> Join Zoom Meeting
> https://us02web.zoom.us/j/84448247572?pwd=YU0vOWJWZDJXZDBzaUltRG83ZlZSUT09
>
> Meeting ID: 844 4824 7572
> Passcode: 557017
> One tap mobile
> +19292056099,,84448247572# US (New York)
> +13017158592,,84448247572# US (Washington DC)
>
> Dial by your location
> +1 929 205 6099 US (New York)
> +1 301 715 8592 US (Washington DC)
> +1 312 626 6799 US (Chicago)
> +1 669 900 6833 US (San Jose)
> +1 253 215 8782 US (Tacoma)
> +1 346 248 7799 US (Houston)

Fw: Re: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Milam, Ben <bmilam@bradley.com>
Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

Date: Wednesday, April 7th, 2021 at 10:44 AM

Mr. Page and Mr. Milam,

We will not be using the login credentials that were just emailed to you by Ms. Symth, there is too much of a confidentially breach between now and then.

We may have to find another mediator before the 20th, conflicts and mishaps are popping up left and right. They cancelled, without authorization, my appointment at 9:30, now they have gone against there own word relating to the zoom credentials.

It's obvious that you have control over this mediator without any input from us.

There are other mediators available between the 13th and the 20th.

Please let me know if you will change mediators.

Sincerely,
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Wednesday, April 7, 2021 10:30 AM, Rex Field <cyberport@protonmail.com> wrote:

> Dear Ms. Smyth,
>
> We respectfully request that you cancel the zoom credentials and create a new zoom invitation the morning of the conference as per your previous instructions.
>
> Please confirm that the meeting ID and passcode has been cancelled.
>
> Thank you,
> Rex Field
>
> Sent with ProtonMail Secure Email.
>
> ------- Original Message -------
> On Wednesday, April 7, 2021 9:16 AM, Linda Smyth <Lsmyth@griffithfreeman.com> wrote:

Re: Fw: Re: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Milam, Ben <bmilam@bradley.com>
Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

Date: Wednesday, April 7th, 2021 at 10:54 AM

Mr. Page and Milam,

We are scheduling with a different mediator on the 13th.

Sincerely,
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Wednesday, April 7, 2021 10:44 AM, Rex Field <cyberport@protonmail.com> wrote:

> Mr. Page and Mr. Milam,
>
> We will not be using the login credentials that were just emailed to you by Ms. Symth, there is too much of a confidentially breach between now and then.
>
> We may have to find another mediator before the 20th, conflicts and mishaps are popping up left and right. They cancelled, without authorization, my appointment at 9:30, now they have gone against there own word relating to the zoom credentials.
>
> It's obvious that you have control over this mediator without any input from us.
>
> There are other mediators available between the 13th and the 20th.
>
> Please let me know if you will change mediators.
>
> Sincerely,
> Rex Field
>
> Sent with ProtonMail Secure Email.
>
> ------- Original Message -------
> On Wednesday, April 7, 2021 10:30 AM, Rex Field <cyberport@protonmail.com> wrote:

RE: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279

From: Milam, Ben <bmilam@bradley.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>

CC: Linda Smyth <Lsmyth@griffithfreeman.com>
Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

Date: Wednesday, April 7th, 2021 at 11:21 AM

Mr. Field,

I do not agree to change mediators. We are now 6 days before the mediation, and 13 days before the court-imposed deadline for mediation. I will attend the mediation on the 13th as scheduled with Mr. Griffith. There is no reason for Mr. Page to attend. You advised the Court yesterday that you would attend the mediation on the 13th, and I expect you to keep your word. If you do not, we will move to strike your pleadings pursuant to the Court's January 20, 2021 order.

Regards,

Ben Milam

G. Benjamin Milam
Associate | Bradley
bmilam@bradley.com
704.338.6049

From: Rex Field <cyberport@protonmail.com>
Sent: Wednesday, April 7, 2021 10:18 AM
To: Milam, Ben <bmilam@bradley.com>; Linda Smyth <Lsmyth@griffithfreeman.com>; Martin Page <mpage@bellcarrington.com>
Subject: RE: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279

[External Email]

Good morning Ms. Smyth,

RE: Appt Request: Rex A. Field, Saint Helena for Tue, Apr 13 2021

From: Sharie Adkins <sadkins@hnblaw.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>

CC: Ben McCoy <bmccoy@hnblaw.com>

Date: Wednesday, April 7th, 2021 at 12:03 PM

Good afternoon,

Can you please send over the pleadings and list of active attorneys?

Thank you,

Sharie

From: server@nadn.org <server@nadn.org>
Sent: Wednesday, April 07, 2021 12:02 PM
To: Sharie Adkins <sadkins@hnblaw.com>
Cc: Ben McCoy <bmccoy@hnblaw.com>
Subject: Appt Request: Rex A. Field, Saint Helena for Tue, Apr 13 2021

RE: Appt Request: Rex A. Field, Saint Helena for Tue, Apr 13 2021

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Sharie Adkins <sadkins@hnblaw.com>

Date: Wednesday, April 7th, 2021 at 12:22 PM

Good afternoon Sherie,

The active attorneys for the Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018 RPL6 Trust are:
J. Martin Page, Esq. with the law firm of Bell Carrington Price and Gregg (counsel of record) for Plaintiff
G. Benjamin Milam, Esq. with the law firm of Bradley Arant Boult Cummings, LLP (co-counsel for Plaintiff)

Defendants: Rex A. Field and Tracy L. Field, *pro se*

The pleadings may be found here:
https://publicindex.sccourts.org/Beaufort/PublicIndex/CaseDetails.aspx?County=07&CourtAgency=07002&Casenum=2019CP0702279&CaseType=V&HKey=501217211572998099121691C

The active attorneys may be found here:
https://publicindex.sccourts.org/Beaufort/PublicIndex/CaseDetails.aspx?County=07&CourtAgency=07002&Casenum=2019CP0702279&CaseType=V&HKey=501217211572998099121691C

Thank you.
Best regards,
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Wednesday, April 7, 2021 12:03 PM, Sharie Adkins <sadkins@hnblaw.com> wrote:

> Good afternoon,
>
> Can you please send over the pleadings and list of active attorneys?
>
> Thank you,

RE: Appt Request: Rex A. Field, Saint Helena for Tue, Apr 13 2021

From: Sharie Adkins <sadkins@hnblaw.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>

Date: Wednesday, April 7th, 2021 at 1:34 PM

Thank you for this information. Has Plaintiff's counsel agreed to meet in-person at our office and to this date?

From: Rex Field <cyberport@protonmail.com>
Sent: Wednesday, April 07, 2021 12:22 PM
To: Sharie Adkins <sadkins@hnblaw.com>
Subject: RE: Appt Request: Rex A. Field, Saint Helena for Tue, Apr 13 2021

Good afternoon Sherie,

The active attorneys for the Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018 RPL6 Trust are:

J. Martin Page, Esq. with the law firm of Bell Carrington Price and Gregg (counsel of record) for Plaintiff

G. Benjamin Milam, Esq. with the law firm of Bradley Arant Boult Cummings, LLP (co-counsel for Plaintiff)

Defendants: Rex A. Field and Tracy L. Field, *pro se*

The pleadings may be found here:
https://publicindex.sccourts.org/Beaufort/PublicIndex/CaseDetails.aspx?County=07&CourtAgency=07002&Casenum=2019CP0702279&CaseType=V&HKey=501217211572998099121691C

The active attorneys may be found here:

https://publicindex.sccourts.org/Beaufort/PublicIndex/CaseDetails.aspx?County=07&CourtAgency=07002&Casenum=2019CP0702279&CaseType=V&HKey=501217211572998099121691C

Thank you.

RE: Appt Request: Rex A. Field, Saint Helena for Tue, Apr 13 2021

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Sharie Adkins <sadkins@hnblaw.com>

Date: Wednesday, April 7th, 2021 at 1:48 PM

Sherie,

We are requesting a hybrid mediation whereby we, (Defendants) would attend in person and the Plaintiff and Plaintiff's counsel would attend via zoom, it appears that only co-counsel Mr. Milam of the Bradley Law Firm would attend via zoom and a representative of the Plaintiff would attend from another location via zoom.

We have not reached out to them yet with the specifics until we know that you are available, we do know that they are available on the 13th via zoom.

Thank you.
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Wednesday, April 7, 2021 1:34 PM, Sharie Adkins <sadkins@hnblaw.com> wrote:

> Thank you for this information. Has Plaintiff's counsel agreed to meet in-person at our office and to this date?
>
> **From:** Rex Field <cyberport@protonmail.com>
> **Sent:** Wednesday, April 07, 2021 12:22 PM
> **To:** Sharie Adkins <sadkins@hnblaw.com>
> **Subject:** RE: Appt Request: Rex A. Field, Saint Helena for Tue, Apr 13 2021
>
> Good afternoon Sherie,
>
> The active attorneys for the Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018 RPL6 Trust are:
>
> J. Martin Page, Esq. with the law firm of Bell Carrington Price and Gregg (counsel of record) for Plaintiff
>
> G. Benjamin Milam, Esq. with the law firm of Bradley Arant Boult Cummings, LLP (co-counsel for Plaintiff)

RE: Appt Request: Rex A. Field, Saint Helena for Tue, Apr 13 2021

From: Sharie Adkins <sadkins@hnblaw.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>

Date: Wednesday, April 7th, 2021 at 2:09 PM

I have this on Mr. McCoy's calendar as a hybrid mediation on Tuesday, April 13, 2021 at 1 pm. I will send out the zoom link to you and the attorneys listed below shortly.

Thanks,

Sharie

From: Rex Field <cyberport@protonmail.com>
Sent: Wednesday, April 07, 2021 1:49 PM
To: Sharie Adkins <sadkins@hnblaw.com>
Subject: RE: Appt Request: Rex A. Field, Saint Helena for Tue, Apr 13 2021

Sherie,

We are requesting a hybrid mediation whereby we, (Defendants) would attend in person and the Plaintiff and Plaintiff's counsel would attend via zoom, it appears that only co-counsel Mr. Milam of the Bradley Law Firm would attend via zoom and a representative of the Plaintiff would attend from another location via zoom.

We have not reached out to them yet with the specifics until we know that you are available, we do know that they are available on the 13th via zoom.

Thank you.

Rex Field

RE: Appt Request: Rex A. Field, Saint Helena for Tue, Apr 13 2021

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Sharie Adkins <sadkins@hnblaw.com>

Date: Wednesday, April 7th, 2021 at 2:16 PM

Sharie,

Please hold our appointment on the calendar, however, please wait to send out any zoom information until I have a chance to get a firm commitment from the Plaintiff's counsel, I may not hear not hear back from them until tomorrow.

Thank you,
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Wednesday, April 7, 2021 2:09 PM, Sharie Adkins <sadkins@hnblaw.com> wrote:

> I have this on Mr. McCoy's calendar as a hybrid mediation on Tuesday, April 13, 2021 at 1 pm. I will send out the zoom link to you and the attorneys listed below shortly.
>
> Thanks,
>
> Sharie
>
> **From:** Rex Field <cyberport@protonmail.com>
> **Sent:** Wednesday, April 07, 2021 1:49 PM
> **To:** Sharie Adkins <sadkins@hnblaw.com>
> **Subject:** RE: Appt Request: Rex A. Field, Saint Helena for Tue, Apr 13 2021
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> Sherie,
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> We are requesting a hybrid mediation whereby we, (Defendants) would attend in person and the Plaintiff and Plaintiff's counsel would attend via zoom, it appears that only co-counsel Mr. Milam of the Bradley Law Firm

RE: Appt Request: Rex A. Field, Saint Helena for Tue, Apr 13 2021

From: Sharie Adkins <sadkins@hnblaw.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>

Date: Wednesday, April 7th, 2021 at 2:18 PM

I'll wait until I hear back from you before sending. Thanks!

From: Rex Field <cyberport@protonmail.com>
Sent: Wednesday, April 07, 2021 2:17 PM
To: Sharie Adkins <sadkins@hnblaw.com>
Subject: RE: Appt Request: Rex A. Field, Saint Helena for Tue, Apr 13 2021

Sharie,

Please hold our appointment on the calendar, however, please wait to send out any zoom information until I have a chance to get a firm commitment from the Plaintiff's counsel, I may not hear not hear back from them until tomorrow.

Thank you,

Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------

On Wednesday, April 7, 2021 2:09 PM, Sharie Adkins <sadkins@hnblaw.com> wrote:

I have this on Mr. McCoy's calendar as a hybrid mediation on Tuesday, April 13, 2021 at 1 pm. I will send out the zoom link to you and the attorneys listed below shortly.

RE: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Milam, Ben <bmilam@bradley.com>
Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

Date: Wednesday, April 7th, 2021 at 2:30 PM

Mr. Milam,
As per my email correspondence with Mr. Page on March 15, 2021, I stated the following: **"We (Defendants) will make any date available between now and April 20, 2021 to conduct a mediation settlement conference with the Plaintiff ("Wilmington")."** As such, Mr. Page chose the mediator (Mr. Griffith) and chose the dates of which landed on April 13, 2021. Since March 15, 2021, Mr. Page has dropped off the planet earth nowhere to be found, never to be heard from again being the same "counsel of record" for (18) eighteen months and is still "counsel of record" for the Plaintiff.

The fact that Mr. Page has abandoned his client (Plaintiff) and has been non-responsive to our corresondence since about March 15th, his absence and silence has made it impossible to coordinate mediation.

You, Mr. Milam, just became "co-counsel" two days ago, now you are saying that the "counsel of record" does not have to be there, the same counsel that was ordered to attend mediation pursuant to the January 20, 2021 Order.

It is incontrovertible that Mr. Giffith (mediator) and/or his law firm has a conflict of interest with Fannie Mae as co-counsel in the past, the same Fannie Mae that you are representing in the pending action and it appears the law firm of Griffith, Freeman, and Liipfert may very well be representing Fannie Mae now or have plans to represent them as local counsel in the pending action soon.

The conflict of interest between Griffith, Freeman, and Liipfert and the parties and counsel in this case has become so blatant that it undeniable, to the point were we are being prejudiced in this process of mediation.

In the beginning, Ms. Linda Smyth not only would not return my phone calls, but she was dodging my phone calls. Second, she has been unresponsive to some of our emails. Now, Ms. Smyth, canceled, without authorization, our original appointment for a mediation at 9:30am and didn't bother to tell us until well after the fact. She has engaged in one-sided communication with you or made decisions without us that have favored the Plaintiff. She also reneged on their own policy about sending out user ID's and passwords and blasted them out over email prematurely, when their stated policy is to give the credentials out to the authorized parties the day of mediation.

I guaranteed that I would mediate on any date between March 15th through April 20, 2021, however, I didn't state that I would mediate with a mediator that has such blatant conflicts of interest. The proof is in the pudding, we are being treated unfairly in this process, Mr. Griffith should be a neutral, that's the whole point of mediation, he is far from that.

For the grounds stated above, we need to mediate with a mediator that does not have a conflict of interest with the Plaintiff and/or the Third-party Defendants, many of whom you represent.

Due to the conflicts of interest with Mr. Griffith and your clients, we have an **appointment with mediator Mr. Benjamin McCoy in Columbia, SC on April 13, 2021 at 1:00pm.**

Please let us know if you are unable to attend.

Sincerely,

Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Wednesday, April 7, 2021 11:21 AM, Milam, Ben <bmilam@bradley.com> wrote:

> Mr. Field,
>
> I do not agree to change mediators. We are now 6 days before the mediation, and 13 days before the court-imposed deadline for mediation. I will attend the mediation on the 13th as scheduled with Mr. Griffith. There is no reason for Mr. Page to attend. You advised the Court yesterday that you would attend the mediation on the 13th, and I expect you to keep your word. If you do not, we will move to strike your pleadings pursuant to the Court's January 20, 2021 order.
>
> Regards,
>
> Ben Milam
>
> **G. Benjamin Milam**
> Associate | Bradley
> bmilam@bradley.com
> 704.338.6049
>
> **From:** Rex Field <cyberport@protonmail.com>
> **Sent:** Wednesday, April 7, 2021 10:18 AM
> **To:** Milam, Ben <bmilam@bradley.com>; Linda Smyth <Lsmyth@griffithfreeman.com>; Martin Page <mpage@bellcarrington.com>
> **Subject:** RE: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279
>
> **[External Email]**
>
> Good morning Ms. Smyth,

RE: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279

From: Milam, Ben <bmilam@bradley.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>

CC: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

Date: Wednesday, April 7th, 2021 at 3:54 PM

Mr. Field,

As you have a scheduled date with Mr. McCoy's office, we will consent to the change of mediator. I will see you on the 13th at 1:00 pm via Zoom.

Regards,

Ben Milam

G. Benjamin Milam
Associate | Bradley
bmilam@bradley.com
704.338.6049

From: Rex Field <cyberport@protonmail.com>
Sent: Wednesday, April 7, 2021 2:31 PM
To: Milam, Ben <bmilam@bradley.com>; Martin Page <mpage@bellcarrington.com>
Subject: RE: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279

[External Email]

Mr. Milam,

As per my email correspondence with Mr. Page on March 15, 2021, I stated the following: "**We (Defendants) will make any date available between now and April 20, 2021 to conduct a mediation settlement conference with the Plaintiff ("Wilmington").**" As such, Mr. Page chose the mediator (Mr. Griffith) and chose the dates of which landed on April 13, 2021. Since March 15, 2021, Mr. Page has dropped off the planet earth nowhere to be

RE: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279

From: Milam, Ben <bmilam@bradley.com>

To: Linda Smyth <Lsmyth@griffithfreeman.com>

CC: cyberport@protonmail.com <cyberport@protonmail.com>

Date: Wednesday, April 7th, 2021 at 3:57 PM

Ms. Smyth,

Plaintiff has consented to substitute Ben McCoy as mediator at the request of the Fields. At your earliest convenience, please confirm that the date with Mr. Griffith has been canceled.

Thanks,

Ben Milam

G. Benjamin Milam
Associate | Bradley
bmilam@bradley.com
704.338.6049

From: Linda Smyth <Lsmyth@griffithfreeman.com>
Sent: Wednesday, April 7, 2021 9:17 AM
To: Milam, Ben <bmilam@bradley.com>
Cc: Rex Field <cyberport@protonmail.com>; Linda Smyth <Lsmyth@griffithfreeman.com>
Subject: RE: Wilmington Savings Fund Society, as Trustee v. Rex A. Field, 2019-CP-07-02279

[External Email]

In follow-up to my earlier email, the confirmation letter and Mediation Agreement will be emailed prior to the mediation.

EXHIBIT #13

Mediation: Wilmington Savings v. Field

From: Sharie Adkins <sadkins@hnblaw.com>

To: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>
Milam, Ben <bmilam@bradley.com>
cyberport@protonmail.com <cyberport@protonmail.com>

CC: Ben McCoy <bmccoy@hnblaw.com>

Date: Friday, April 9th, 2021 at 10:27 AM

Good morning,

Please see the attached confirmation letter and mediation agreement.

Thanks,

Sharie

Sharie G. Adkins

Administrative/Legal Assistant

Howser, Newman & Besley, LLC

1508 Washington Street

Columbia, SC 29201

Phone: (803)758-6000 x 220

Fax: (803)758-4445

Toll Free: 866-207-6209

sadkins@hnblaw.com

www.hnblaw.com

RE: Mediation: Wilmington Savings v. Field

From: Ben McCoy <bmccoy@hnblaw.com>

To: Sharie Adkins <sadkins@hnblaw.com>
Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>
Milam, Ben <bmilam@bradley.com>
cyberport@protonmail.com <cyberport@protonmail.com>

Date: Friday, April 9th, 2021 at 10:35 AM

All,

Please be aware that I had to adjust our start time to 8:30 a.m. as a result of notice of a hearing from the Court in Richland County.

I look forward to working with you.

Ben

From: Sharie Adkins <sadkins@hnblaw.com>
Sent: Friday, April 9, 2021 10:27 AM
To: mpage@bellcarrington.com; bmilam@bradley.com; cyberport@protonmail.com
Cc: Ben McCoy <bmccoy@hnblaw.com>
Subject: Mediation: Wilmington Savings v. Field

Good morning,

Please see the attached confirmation letter and mediation agreement.

Thanks,

Sharie

Re: Mediation: Wilmington Savings v. Field

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Sharie Adkins <sadkins@hnblaw.com>
Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>
Milam, Ben <bmilam@bradley.com>

Date: Friday, April 9th, 2021 at 1:42 PM

Sharie,

As you know, you confirmed 1:00pm on April 13th. Now, that has been cancelled and changed to 8:30am without our authorization.

We are traveling from the Beaufort area, 8:30am mediation would require us to get up at 4:00am in the morning.

If Mr. Milam agrees to get up at 4:00am in the morning and travel from Charlotte and appear in person, that would make sense.

However, Mr. Milam, once again, has decided to sit in his office via zoom and make mediation as difficult as possible.

There must be be some alternative time between now and the deadline of April 20th to mediate.

Please advise of any other potential options to mediate that would not require us to get up at 4:00am in the morning.

Best regards,
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Friday, April 9, 2021 10:27 AM, Sharie Adkins <sadkins@hnblaw.com> wrote:

> Good morning,
>
> Please see the attached confirmation letter and mediation agreement.
>
> Thanks,
>
> Sharie

RE: Mediation: Wilmington Savings v. Field

From: Milam, Ben <bmilam@bradley.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>
Sharie Adkins <sadkins@hnblaw.com>
Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

Date: Friday, April 9th, 2021 at 1:54 PM

Sharie, please propose some alternate times/dates that will accommodate both Mr. McCoy's hearing and the Fields' travel from Beaufort. I am flexible, but must confirm my client's availability.

Thanks,

Ben

G. Benjamin Milam
Associate | Bradley
bmilam@bradley.com
704.338.6049

From: Rex Field <cyberport@protonmail.com>
Sent: Friday, April 9, 2021 1:42 PM
To: Sharie Adkins <sadkins@hnblaw.com>; Martin Page <mpage@bellcarrington.com>; Milam, Ben <bmilam@bradley.com>
Subject: Re: Mediation: Wilmington Savings v. Field

[External Email]

Sharie,

As you know, you confirmed 1:00pm on April 13th. Now, that has been cancelled and changed to 8:30am without our authorization.

We are traveling from the Beaufort area, 8:30am mediation would require us to get up at 4:00am in the morning.

Wilmington v. Field / Mediation

From: Ben McCoy <bmccoy@hnblaw.com>

To: cyberport@protonmail.com <cyberport@protonmail.com>
Milam, Ben <bmilam@bradley.com>

Date: Friday, April 9th, 2021 at 4:56 PM

Rex and Ben,

This confirms we will mediate this case on Tuesday, April 13, 2021 at 12:30 p.m. This also confirms you understand I must participate in a Court hearing in another matter beginning at 1:30 p.m. We will take a break to allow my participation in the Court hearing and will resume our mediation upon the completion of the hearing.

I look forward to working with you.

Have a good weekend.

Ben

Benjamin D. McCoy

Certified Mediator and Arbitrator

bmccoy@hnblaw.com

1508 Washington Street

Columbia, SC 29201

803.758.6000 T

803.758.4445 F

www.hnblaw.com

Member of:

EXHIBIT #14

RE: Mediation: Wilmington Savings v. Field

From: Milam, Ben <bmilam@bradley.com>

To: Sharie Adkins <sadkins@hnblaw.com>

CC: cyberport@protonmail.com <cyberport@protonmail.com>

Date: Monday, April 12th, 2021 at 8:43 AM

Sharie, please circulate the Zoom dial-in info for the mediation tomorrow.

Thanks,

Ben Milam

G. Benjamin Milam
Associate | Bradley
bmilam@bradley.com
704.338.6049

From: Sharie Adkins <sadkins@hnblaw.com>
Sent: Friday, April 9, 2021 10:27 AM
To: mpage@bellcarrington.com; Milam, Ben <bmilam@bradley.com>; cyberport@protonmail.com
Cc: Ben McCoy <bmccoy@hnblaw.com>
Subject: Mediation: Wilmington Savings v. Field

[External Email]

Good morning,

Please see the attached confirmation letter and mediation agreement.

Thanks,

Sharie

RE: Mediation: Wilmington Savings v. Field

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Milam, Ben <bmilam@bradley.com>
Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>

CC: Sharie Adkins <sadkins@hnblaw.com>

Date: Monday, April 12th, 2021 at 9:08 AM

Sharie,

On Friday, Mr. McCoy changed the start time to 12:30pm.

He has to leave for a hearing at approx. 1:00pm, then the mediation starts back at around 1:45pm or 2:00pm.

Thank you,
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Monday, April 12, 2021 8:43 AM, Milam, Ben <bmilam@bradley.com> wrote:

> Sharie, please circulate the Zoom dial-in info for the mediation tomorrow.
>
> Thanks,
>
> Ben Milam
>
> **G. Benjamin Milam**
> Associate | Bradley
> bmilam@bradley.com
> 704.338.8049
>
> **From:** Sharie Adkins <sadkins@hnblaw.com>
> **Sent:** Friday, April 9, 2021 10:27 AM
> **To:** mpage@bellcarrington.com; Milam, Ben <bmilam@bradley.com>; cyberport@protonmail.com
> **Cc:** Ben McCoy <bmccoy@hnblaw.com>
> **Subject:** Mediation: Wilmington Savings v. Field

RE: Mediation: Wilmington Savings v. Field

From: Sharie Adkins <sadkins@hnblaw.com>

To: Milam, Ben <bmilam@bradley.com>

CC: cyberport@protonmail.com <cyberport@protonmail.com>
Ben McCoy <bmccoy@hnblaw.com>

Date: Monday, April 12th, 2021 at 9:15 AM

Please see below for the Zoom information. Thanks!

Ben McCoy bmccoyadr@hnblaw.com is inviting you to a scheduled Zoom meeting.

Topic: Mediation: Wilmington Savings v. Field

Time: Apr 13, 2021 12:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://zoom.us/j/3680461485

Meeting ID: 368 046 1485

One tap mobile

+13017158592,,3680461485# US (Washington DC)

+13126266799,,3680461485# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Fw: RE: Mediation: Wilmington Savings v. Field

From: cyberport@protonmail.com <cyberport@protonmail.com>

To: Martin Page (mpage@bellcarrington.com) <mpage@bellcarrington.com>
Milam, Ben <bmilam@bradley.com>
Ben McCoy <bmccoy@hnblaw.com>
Sharie Adkins <sadkins@hnblaw.com>

Date: Monday, April 12th, 2021 at 9:32 AM

Mr. Page,

"Counsel of Record" for the Plaintiff is Mr. J. Martin Page of the law firm of Bell Carrinton in Columbia, SC, as such, we forwarding the invitation to you for participation in mediation via zoom or in person.

Since you are in Columbia where the mediation is being conducted where we will be attending in person, you are invited to attend in person as well.

Sincerely,
Rex Field

Sent with ProtonMail Secure Email.

------- Original Message -------
On Monday, April 12, 2021 9:15 AM, Sharie Adkins <sadkins@hnblaw.com> wrote:

> Please see below for the Zoom information. Thanks!
>
> Ben McCoy bmccoyadr@hnblaw.com is inviting you to a scheduled Zoom meeting.
>
> Topic: Mediation: Wilmington Savings v. Field
>
> Time: Apr 13, 2021 12:30 PM Eastern Time (US and Canada)
>
> Join Zoom Meeting
>
> https://zoom.us/j/3680461485
>
> Meeting ID: 368 046 1485
>
> One tap mobile

EXHIBIT #15

R. Davis Howser
James P. Newman, Jr.<
Benjamin D. McCoy^
Kelley Shull Cannon^
Andrew E. Haselden<
George V. Hanna, IV^
Michal Cooper Jones
Kyliene L. Keesley^
Albert Richard Pierce, Jr.*
James P. Sullivan
Jeffrey J. Silverberg

William G. Besley (1964–2018)

< Certified Circuit Court Mediator
^ Certified Circuit Court Mediator and Arbitrator
* Also Admitted in North Carolina

HNB

HOWSER, NEWMAN & BESLEY, LLC

Attorneys and Counselors at Law

Post Office Box 12009
Columbia, SC 29211
www.hnblaw.com

Columbia Office
1508 Washington Street
Columbia, SC 29201
Telephone 803.758.6000
Fax 803.758.4445
Toll Free 866.207.6209

Charleston Office
215 East Bay Street
Suite 303
Charleston, SC 29401
Telephone 843.216.6940
Fax 843.216.6942
Toll Free 877.216.6970

April 14, 2021

G. Benjamin Milam, Esquire
Bradley Arant Boult Cummings, LLP
214 N. Tryon Street, Suite 3700
Charlotte, NC 28202

Rex A. Field, Pro Se
Tracy L. Field, Pro Se
Post Office Box 975
Saint Helena, SC 29920

RE: Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust v. Rex A. Field, Tracy L. Field, Dulamo Estates Homeowners' Association, Inc.
Civil Action No.: 2019-CP-07-02279
Our Matter No.: 256-1675

Dear Ben, Rex and Tracy:

It was my pleasure to serve as your mediator in this case.

Enclosed please find our final invoice for services rendered and expenses incurred, which we hope you will find both reasonable and satisfactory. As agreed, each party is responsible for one-half ($830.10).

If you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

Benjamin D. McCoy

BDM/sga
Enclosure

Howser, Newman & Besley, L.L.C

FINAL

Post Office Box 12009
Columbia, SC 29211
Federal Tax ID# 57-1045846

April 14, 2021

Invoice # 71427
Billing through April 14, 2021
Our file # 000256-01675

G. Benjamin Milam, Esquire
Bradley Arant Boult Cummings, LLP
214 N. Tryon Street, Suite 3700
Charlotte, NC 28202

Rex A. Field, Pro Se
Tracy L. Field, Pro Se
Post Office Box 975
Saint Helena, SC 29920

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust v. Rex A. Field, Tracy L. Field, Dulano Estates Homeowners' Association, Inc.
Civil Action No. 2019CP0702279

FOR PROFESSIONAL SERVICES RENDERED

4/9/2021	BDM	Review initial case information from parties, prepare Mediation Agreement, and letters to parties regarding mediation and parameters	0.40 hrs	$138.00
4/12/2021	BDM	Prepare for mediation of case by reviewing case material and information and determine effect on approach to mediation to help parties reach settlement	0.50 hrs	$172.50
4/13/2021	BDM	Serve as mediator and mediate case with parties	3.50 hrs	$1,207.50
4/13/2021	BDM	Prepare Mediation Results Report to Court, and letters to Court and parties regarding Report	0.40 hrs	$138.00
			4.80	$1,656.00

PARTNERS

McCoy, Benjamin D.	4.80 hrs	345.00 /hr	$1,656.00

EXPENSES

4/9/2021	101	Copy Charges (28 at $.15 a copy)	$4.20
			$4.20

101	Copy Charges	$4.20

BILLING SUMMARY

Total Fees	$1,656.00
Total Expenses	$4.20
Total of new charges for this invoice	$1,660.20
Total balance now due	**$1,660.20**

EXHIBIT #16

ELECTRONICALLY FILED - 2021 Apr 20 4:44 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	IN THE COURT OF COMMON PLEAS CIVIL ACTION 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, Plaintiffs, v. Rex A. Field, Tracy L. Field, Dulamo Estates Homeowners' Association, Inc., Defendants.	**MEDIATION RESULTS REPORT**

(THIS FORM TO BE COMPLETED BY THE MEDIATOR WITHIN 10 DAYS OF CONCLUSION OF THE CONFERENCE, WHETHER OR NOT AGREEMENT WAS REACHED BY THE PARTIES.)

1. Mediated settlement conference commenced before me on Tuesday, April 13, 2021, at which an impasse was reached.

2. As a result of this conference, this case should be considered *(please check one)*:

☐ Fully Settled *(please check one)*:

☐ by Consent Judgment, to be filed by _____ or,
(Name of Designee)

☐ by Voluntary Dismissal, to be filed by counsel of record for the parties.
(Name of Designee)

☐ Partially Settled, with agreement of the parties on the following issues:

(attach separate sheet, if necessary):

☒ At an impasse. The mediation session was productive.

☐ In need of further mediation. (I ☐ am/ ☐ am not willing to mediate this case further.)

☐ Continued (Date) _____

ELECTRONICALLY FILED - 2021 Apr 20 4:44 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

3. Plaintiff Ms. Brittney Gomez ☒ was/ ☐ was not present.

   Defendants Rex Field and Tracy Field ☒ were/ ☐ were not present.

4. Other participants were:

   ☒ attorney for plaintiff
   ☒ pro se defendants
   ☐ representative for insurance carrier
   ☐ guardian ad litem _____
   ☐ experts _____
   ☐ others _____

5. This case was co-mediated with: N/A.

6. Choice of the mediator was by:

   ☒ Stipulation and Agreement
   ☐ Court Order.

7. The total number of hours spent in mediation was: 3.50 hours.

8. Further comments of the mediator:
   Item # 7 above does not request and consequently does not reflect the preparation and work performed by the mediator before and after the actual mediation of this case. The mediator worked a total of 4.80 hours.

Date: April 14, 2021

Signature of Mediator:

Print Name of Mediator: Benjamin D. McCoy, Esquire

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: J. Martin Page, Bar No. 100200 Address: Bell Carrington Price & Gregg 339 Heyward Street, 2nd Floor Columbia, SC 29201 Phone: 803-509-5078 Fax _____ E-mail: mpage@bellcarrington.com Other: _____	Defendant's Attorney: 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: cyberport@protonmail.com 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 RULE TO SHOW CAUSE AS TO WHY SANCTIONS SHOULD NOT ISSUED FOR VIOLATION OF COURT ORDER; AFFIDAVIT

Estimated Time Needed: **30** Court Reporter Needed: ☒ **YES** ☐ **NO**

SECTION II: Motion/Order Type

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

Signature of ☒ Defendants, *pro se*
Date submitted: 07/7/2021

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)