

Letter for Appeal

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Dear Justice,

There are lots of reasons I feel I should be granted an appeal in case but to list them all I would have to lay out the entire case here from start to finish which I am told I will need to do in a brief. Which comes later on in case number 2022-cp-39-0506. So I will try to address just a few major reasons in this letter along with provide documentation to support my claim. That should be means to be granted an Appeal, my confidence and faith in the higher court to bring justice to this case are very strong

One is the plaintiff failed/ did not go by the guidelines of the supreme Court administrative order 2011-05-02-01 amended to the order 2009-05-22-01 for mortgage intervention

Two the Plaintiff's attorney clearly has purgered statements on the complaint filed April 27,2022, which I believe constitutes a fraud on Mr, Hunts part. According to Rule 3.3 Candor toward the Triunal-Comment.

Third Special Refferie was presented with the same concerns and documentation to support the facts to a wrongful foreclosure, and Perjury along with the fact that David Norton lies while under oath during the hearing on November 29,2022 When Asked by hid attorney why he fourclosed on the property one of his answers being he had to pay the taxes for 2022, and the defendant allowed the property to be sold at the tax auction. The other being that the Defendant did not bring the mortgage payment current upon notice from the Plaintiff. At

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which time Mr. Hunt spoke up and said you did receive a check but returned it why? Mr. Norton answered because it wasn't for the full amount.

Upon cross examine when asked by the defendant/Pro-se asked three separate times was the Plaintiff sure he paid the taxes in 2022. The Plaintiff answered yes all 3 times with no objection from his council. At which time the Defendant/Pro-se stated to the court that not only was Mr. Norton not telling the truth but she had a email from the South Carolina Home Mortgage Rescue (SC HMRP) confirming they in fact paid the taxes on October 7, 2022.

At which time Special Referee O'Shields asked Mr. Norton was he sure he paid the taxes in 2022 at which time Mr. Norton shook his head yes and answered the question by saying yes. Mr. O'Shields asked one more time are you sure you paid the taxes for 2022 and reminded him he was under oath. you, your under oath, at which time the Plaintiff stated let me check and pulled a check book out of his back pocket and looked at it a few seconds and said " No I'm sorry I was going to pay them and they were on hold." At this point right here Mr. O'Shields witnessed the Plaintiff commit perjury.

The Defendant then asked the Plaintiff he testifies that he had received a check from the defendant but returned it because it was not for the full amount correct. The Plaintiff answered yes, The Defendant/Pro-Se then asked the Plaintiff was the check not in fact for the full amount requested in the notice.

At which time the Defendant/Pro-Se addressed Mr. O'Shields and told him she had a copy of the check along with a letter written from her mother stating what the check was for and that it would show that the check was in compliance with the notice.

At which time Defendant/Pro-se addressed Mr. O'Shields and informed him that they in fact entered false statements in their complaint and filed with the court stating Plaintiff had made several attempts to have the Defendant bring the Mortgage/Note current and defendant has denied and or failed to do so.

Which is proven not true with a copy of the check dated March 1, 2022 and in fact the Plaintiff had a check on his desk 23 days from the date of established point of contact. Notice dated 02/07/2022 informing the Defendant

Amber that Mr. Norton had purchased her mortgage from the Loopers. And the letter mailed with the return of the check dated 03,04,2022 establishes end of any and all directed Mr. Norton. So in the 28 days from 1st contact to end of contact I mailed a check for the full amount requested, and they mailed it back proving with out a doubt they knowingly entered false statements on their complaint. When the check was mailed back to my mom she then mailed it back to Mr. Hunts offices Perjury was proven to the court by the Defendant with the same documents attached with this Letter of Motion to Appeal.

The Plaintiff also Shows to Special Referee O'Shields in a motion to dismiss that the Plaintiff and his attorney did not follow procedure set forth by the supreme court in Administrative order 2011-05-02-01 when it clearly states Mr. Norton was and is applicable to Mortgage intervention in under Definition paragraph(2,3,5) section B Procedure in foreclosure, and paragraph(1) and a letter informing the Defendant of her rights to Mortgage intervention section(2) Actions filed after May 9,2011 It then goes on to state the rest of the steps and procedures that must be done before a mortgagor can foreclose none of which has been done.

The Plaintiff's attorneys the states and page 3 paragraph 10 on the complaint file with the clerk of court on April 27th, 2022 the Plaintiff would show to the court that the note and mortgage that is subject to the action is not subject to the Home affordable modification program (hmp) defined under the order 2009-05-01 and subsequent administrative order of the chief of Justice 2011-05-02-01 as the "Plaintiffs is owned by two individuals there is no modification available"

Then he States page four paragraph 19 plaintiff would show unto the court that he is a limited liability company and as so has been informed and he believes he is not subject to, or governed by the Home Affordable Modification Program and it is not applicable to this matter, as it is not owned, securitized by or guaranteed by Fannie Mae or Freddie Mac nor is the servicer .

How ever there are many different avenues for mortgage intervention other than loan modification, as it so states in Administrative order 2011-05-02-01 Section A Paragraph (5)

I'm understanding this it to say everyone 1, or 2, big, small, no discrimination everyone taking a payment for someone's home. And every owner occupied

Sounds pretty clear to me. It says any and all making all lenders, servicers, holders of notes applicable.

Owner-Occupied dwelling is defined as mortgaged real property that is the principal residence of any

Even if there was not a loan modification available there are many other avenues for mortgage intervention, as it explains in Definitions paragraph 5.

(5) Foreclosure intervention shall include any policy, process or procedure employed by a Mortgagee for the purpose of seeking a resolution of a foreclosure action by loan modification or other means of loss mitigation.

So regardless of what they had to offer in the form of mortgage intervention I should have at least been informed of my rights. Had knowing them in the beginning sense I have not been able to afford legal council would have turned out a whole nother end result, especially seeing how I complied with the 1st and only notice sent and dated February 7, 2022

Before the complaint was filed on April 27, 2022. It seems as if they were waiting the time lines in between each step of the mortgage intervention process being almost 90 days in between the 1st notice and complaint filed.

Informing of Intervention Rights should have been serve with complaint and i would have known then legally they couldnt send my check back it was for the full amount they requested. Case closed.

Mr. Hunt did make alleged mistake on the notice when he figured up the total amount, They started by trying to say I owed for October as well, after being notified their paperwork changed to November.

An Email from the paralegal from Mr. Hunt's office states on August 10, 2022 Their was a mistake made, they were going by arbitrer papers on the soul

principle and interest and late fees were not applied. Which it clearly states on the notice dated February 7, 2022 To include late fees and interest.

She sends a new figure which was due at the time the notice was prepared My payment plus interest and late fees were to total 1,744.62 48.34 difference due to a mistake made from the Plaintiffs side. SO for 48.34 I should have to lose my home and 75,000.00 in equity.

That does not sound like justice at all, nor protecting of the home owner. Nor a fair ruling by a special referee that was in fact requested to oversee the case by the Plaintiff.

When presented with the same facts. In fact most wrongful closers and rulings overturned are based off of mistakes the lender has made. I had an agreement with the Loopers to catch the note up in March and told them both I would refinance if they wanted out from under the loan, and didn't want to deal with the mess I was in. At their age I could completely understand.

When I first got behind I still qualified for refinancing. After 3 payments missed no one will lend any money even if you owe less than half of the value of the property.

Upon refinancing I would have drawn some equity from the home, repaired my truck, got things back in order around my home, been able to seek the proper health care I needed for the tragedy I had just endured.

Instead my livelihood was threatened, in the form of everything I've worked my entire life for. I raised three children as a single mother no father in the picture no child support scrimped and saved every spare dime I ever made. Worked 2 jobs at a time during raising my kids to accomplish the American dream of owning a home.

Just so that the 1st time I get into trouble by no intentional doing of my own and circumstance out of my control. A greedy man with his attorney and their requested special referee can take it all away over a \$38.00 mistake I didn't make.

No matter how much money was needed to get me straight in March I would have it as I so told the Loopers. My Mom received an inheritance from my grandmothers passing. I received the proceeds of the two litters of puppies I was counting on to be able to get back on my feet.

The Ungodly amount of emotional distress that I have been put threw over the last 14 Months resulting in chronic stress has reeked havoc on my mental health along with the other issues I had just encountered. I've developed PTSD, sever anxiety, my mental inability to preform task I once completed with ease is astounding.

The business I hd just started in the previous year of Ricks passing thrown to the side and every spare dime I could come up with put into the home in a race with time to try to sale my home before these men whom seemingly have plenty take mine too.

The feeling of hopelessness, depression like I am running around in circles chasing my tail, with absolutely no help from the outside. Family, friends, noone, though my mother graciuously agreed to loan me the 1,696.28 their is no relationship between her and I due choices she made in he life.

So their was no moral support no offers for a ride to the doctor or anything. Plus she lives over a huor away. Friends I learne are something people have when the life is good. Fall down and you see quick what a friend is worth.

No Vehical until Febuary of 2022 hardly any money and what little their was being earned was being put into repairs. Fighting tooth and nail just to breath while dealing with major complications that comes with loosing someone close to you from suicide.

Fighting a battle that never should have even been allowed according to the a Forclouser intervention laws and procedures. If the paper would have been served the conclusion in midigtion would have quickly and as simple been tell me what I owe you to current date. Write check; Thank Mr, Norton and he would have received my payment on the 17th of every month moving forward.

The time and energy I've spent going crazy out of my mind, would have been spent focused on healing from my loss, getting back on my feet, continuing to build my business. I have hundreds of emails last year from a page I put up in Home Guides, before Rick passed away. From people seeking my services as a dog trainer that I couldn't even answer due to all my energy, efforts, and money going towards preparing for a quick sale.

And regardless of a quick sale, I would be now starting over with no job, the mentally able to return to my previous career as a truck driver, no where to go, no family to help, and 5 dogs who depend on me.

Meaning the equity from the home would quickly be profligate while trying to figure out my next step. Can't buy another home with no reportable income. Not to mention upon leaving my home I have to move 800 feet of fence, a barn and a building that goes along with the dog business, all my equipment, obstacles for dog training 5-10x10 kennels, dog houses and dogs.

That doesn't even cover my personal belongings and the content of my home. All basically due to a \$48.00 mistake made by Mr. Hunt in the 1st and only notice ever sent to me in which I complied to.

These men are fully prepared to ruin and take what's left of my life just a few months after finding my fiancée hanging in our barn dead. And seem perfectly good with that. I guess 75k to them is more important than one's life. It states in the mortgage intervention order the mortgagee is to take into consideration why the mortgagor is behind. I feel between suicide of fiancée, vehicular broken down at the time, and the 5,000.00 every dime I had to my name stolen from me.

While I was blinded by grief I was being robbed blind by someone who was supposed to be helping me. I feel these circumstances are more than enough reasons for any compassionate human to empathize with.

I still can't fathom why the Loopers would knowingly sell my note to someone like this. Instead of giving me the opportunity to refinance on my own like I offered several times.

Mr. Northon obviously bought the note with the full intentions of foreclosing. Mr. Hunts negligence in not following the guidelines set forth by the Supreme Court order 11-05-02-01, and the fact that Mr. O'Shields ruled in their favor I believe says it all.

When looking at the facts of this case and all he says is the defendant admitted she was behind on the mortgage and she didn't pay the taxes. That leaves a lot of room for interpretation.

And there is basically no one to hold these men accountable to their braising actions in the judicial system, why not go for it. 75k is a lot of money win some, lose some not like they're gonna get in trouble if they lose the case. In order to have them held accountable one must hire an attorney and bring the matter in front of a judge, in most cases after a fight like this one who can afford mentally, financially, or physically to do that.

I'm sure people are just grateful when they're allowed to keep their homes and what they have invested their life in. Leaving perpetrators like this to go on and try to do this again, because I'm guessing a lot of people aren't like me and willing to stand up to people like this.

If nothing else in God's eyes they are morally wrong for trying to take something someone worked their whole life for. When they know that person sent the check, they knew their obligations to mortgage intervention, it clearly states it so that even the most academically challenged can understand it. They know they didn't send my rights to mortgage intervention, because they knew from receiving a check I had the money to protect and secure what I worked for.

They knew that for less than a thousand dollars more I would be set to go until April 17, 2022 covering March since I would have owed that payment 13 days after they received my check, and they knew any kind of mitigation would have resulted in me paying in full, no modification, no loss mitigation, no quick sale, no deed to live, just client paid in full, that simple.

My letter for Motion to stay addresses a little more into Plaintiffs misconduct and my brief will be in complete detail from start to finish with

documents to back up every allegation of perjury, misconduct, failure to follow procedure.

The exact same documents given to Mr. O'Shields who stated none of those facts in his finding of facts in his final ruling. Which was given to the plaintiff 38 days before it was given to the Defendant which is another big nono according to the judicial code of conduct. I was informed by a letter from Mr. Hunt's office containing a copy of the final ruling, dated February 1, 2022 and filed with the courts on February 22, 2022 along with a copy of the Judgment signed by Mr. O'Shields and filed and time stamped by Daniael Hunt also on February 22, 2023 and a recite from the clerk of court stating it was e-filed on the 21st of February and sent 1st class mail to the appropriate attorneys, with Defendant Amber M. Walls listed as Pro-Se along with a notarized notice of service dated March 30, 2023 being received by the defendant April 4, 2023. Again showing misconduct on Mr. O'Shields' behalf for a judge should not be corresponding out side of court with either party, much less giving one party 38 day advanced notice. And totally disregarding any and all evidence presented by the Defendant all plenty enough reasons and proof to grant a dismissal perjury even leaving a opening for a mis trial. I have heard Mr. O'Shields will be seeking a position as Master in Equity. Should this man really be given more power to abuse.

It is appalling to sit back and see what these man have done to my life and to wonder how many before me how many after me.

Sincerely Amber Walls aka Amber Knight

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