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

RECEIVED
AUG 25 2022
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 – II

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Owner Trustee for CSMC 2018-RPL5 Trust

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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/Counter-Plaintiffs

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

DEFENDANTS' FIRST AMENDED ANSWER, AFFIRMATIVE DEFENSES, COUNTERCLAIMS, AND THIRD-PARTY COMPLAINT

(JURY TRIAL DEMANDED)

VERIFIED COMPLAINT

Rex A. Field and Tracy L. Field

Third-Party Plaintiff

vs.

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

Third-Party Defendants

TO THE PLAINTIFF AND THIRD-PARTY DEFENDANTS ABOVE NAMED:

COMES NOW Defendants, Counterclaimants, and Third-Party Plaintiffs, Rex and Tracy Field, ("Homeowners"), proceeding *pro se* hereby amend their answer as a matter of course within (30) thirty days of the Plaintiff being served pursuant to SCRCP Rule 15(a) in response to the Plaintiff's Complaint and Defendants hereby set forth their amended answer, affirmative defenses, counterclaim, and Third-Party Complaint by virtue of the order dated January 20,

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2021 by The Honorable Bentley Price ordering the Defendants to answer the Complaint within thirty (30) days from entry of the Order and parties shall conduct a meditation within sixty (60) days of Defendants answer or other pleading. The Defendants have filed an answer or other pleading to the Plaintiff's Complaint. The Defendants set forth their amended answer, affirmative defenses, counterclaim, and third-party complaint are without waiver or consent to jurisdiction, but are necessary to preserve the Defendants' rights, answers, defenses, and claims. The parties are the Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust ("WSFS") and Third-Party Defendants Federal National Mortgage Association ("FNMA" or "Fannie Mae"), Wilmington Savings Fund Society, FSB (in its individual capacity), Christiana Trust Company of Delaware ("CHRISTIANA"), DLJ Mortgage Capital Inc. ("DLJMC"). The Defendants, Counterclaimants, and Third-Party Plaintiffs ("Homeowners") respond and allege as follows:

DEFENSE #1

1. Any allegation of the Complaint not herein admitted, qualified, or explained is denied. Any allegations of the Complaint subject of qualified admissions made herein are denied insofar as the allegations are not qualifiedly admitted, and any allegations of the Complaint subject of any other qualifications or explanations herein are denied insofar as they are not otherwise qualified or explained.
2. Responding to the above-captioned Plaintiff, the Defendants deny that the captioned Plaintiff matches the assignee of the purported "Assignment of Mortgage", to the extent that it is inconsistent therewith, the Defendants deny that the Plaintiff is entitled to any relief.
3. Responding to the captioned "FORECLOSURE OF REAL ESTATE MORTGAGE", to the extent that it is inconsistent with the general allegations therewith, the Defendants deny that the Complaint is an action for foreclosure.

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4. Responding to the captioned "(Deficiency Judgment Demanded as to Defendants Rex A. Field and Tracy L. Field)", to the extent that it is inconsistent with the general allegations therewith, the Defendants deny that the Plaintiff is entitled to a deficiency judgment.
5. Responding to "The Plaintiff above-named, complaining of the Defendants herein, alleges that:", the Defendants deny that the Plaintiff is entitled to a Complaint against the Defendants.
6. Responding to "NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C", the Defendants have timely and properly disputed the debt within (30) days of first being contacted, to the extent that the Plaintiff has not validated the debt, the Defendants deny that the "Plaintiff is the creditor to whom the debt is owed". Defendants deny the remaining statements contained in the FDCPA notice.
7. Answering the allegations of paragraph 1, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 1, to the extent that Plaintiff Wilmington Savings Fund Society, FSB is acting "not in its individual capacity", Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina. Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB, is acting solely as "not in its individual capacity".
8. Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB is acting but solely as "owner trustee" for CSMC 2018-RPL6 Trust;
9. Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB is "owner" of CSMC 2018-RPL6 Trust;
10. Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB is a "trustee" for CSMC 2018-RPL6 Trust;
11. Further responding to paragraph 1, to the extent that Wilmington Savings Fund Society, FSB is acting as a "owner trustee" and "not in its individual capacity", Defendants deny that it is a

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business entity duly authorized to conduct business in the State of South Carolina;

12. Further responding to paragraph 1, to the extent that Christiana Trust Company of Delaware a/k/a "CHRISTIANA TRUST" formed as a separate legal entity as a "Limited Purpose Trust" in Delaware acting in the capacity as "Owner Trustee" on behalf of CSMC 2018 Trust, Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina;
13. Further responding to paragraph 1, to the extent that "Wilmington Savings Fund Society, FSB, not in its individual capacity, d/b/a CHRISTIANA TRUST as Owner Trustee on behalf of CSMC 2018 RPL6 Trust", Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina;
14. Further responding to paragraph 1, to the extent that "CSMC 2018 RPL6 Trust" a/k/a Credit Suisse Mortgage 2018 RPL6 formed as a separate legal entity as a Delaware Statutory Trust ("DST"), Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina;
15. Further responding to the allegations of paragraph 1, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.
16. Answering the allegations of paragraph 2, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 2, Defendants admit that SC Code Ann. 36-2-803 exists. Further responding to paragraph 2, Defendants deny that the court has proper jurisdiction pursuant to SC Code Ann. 36-2-803;
17. Further responding to paragraph 2, Defendants admit that they are owners of the real property located at 1 Dulamo Bluff Rd., Saint Helena Island, SC 29920. Further responding to the allegations of paragraph 2, Defendants deny that the Plaintiff is entitled to foreclose on the

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subject real estate of this action;

18. Further responding to paragraph 2, Defendants deny that Dulamo Estates Homeowners' Association, Inc. are a Defendant. Further responding to paragraph 2, Defendants deny that any money is owed to Dulamo Estates Homeowners' Association, Inc;
19. Further responding to the allegations of paragraph 2, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.
20. Answering the allegations of paragraph 3, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 3, Defendants admit that Defendants real property is located in the county of Beaufort, State of South Carolina. Further responding to the allegations of paragraph 3, to the extent that the Plaintiff has not alleged a cause of action for foreclosure, Defendants deny this is an action for foreclosure;
21. Further responding to the allegations of paragraph 3, to the extent that the Plaintiff has not alleged a cause of action for foreclosure, Defendants deny that Defendants real property is the subject of this action;
22. Further responding to the allegations of paragraph 3, Defendants deny that the Court has proper jurisdiction over the subject matter and the parties of this action;
23. Further responding to paragraph 3, Defendants deny that Plaintiff has any claim to the real property of the Defendants described herein;
24. Further responding to the allegations of paragraph 3, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.
25. Answering the allegations of paragraph 4, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

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Further responding to the allegations of paragraph 4, to the extent that the Plaintiff has not alleged that they are the owner and holder of the purported note and mortgage, Defendants deny that they are the owner and holder of the purported note and mortgage.

26. Further responding to paragraph 4, to the extent that the purported note is not attached to the Complaint, the purported note is not within the four corners of the Complaint, and the purported note is not a recorded document in Beaufort County, SC ROD and demand that the originals of the mortgage and note be produced, the Defendants deny the validity and enforceability and the purported note and mortgage;
27. Further responding to the allegations of paragraph 4, Defendants deny that the Plaintiff is the owner and holder of the note and mortgage. Further responding to the allegations of paragraph 4, Defendants deny that the Plaintiff has any legal right to enforce the note and/or mortgage;
28. Further responding to the allegations of paragraph 4, to the extent that Federal National Mortgage Association a/k/a FNMA or FNMA Trustee, now known as Fannie Mae, was the last known owner of the purported FNMA note of FNMA Loan #1700119966 on or about December 7, 2005;
29. Further responding to the allegations of paragraph 4, pursuant to the MERS Milestones Report for 100456-000073195-5 when the purported note was securitized and sold to investors of a FNMA MBS Trust, the true creditors, governed by the FNMA Trust Indenture, to the extent that FNMA Trustee was the absolute last owner of the note held for the benefit of such investors governed by the controlling FNMA Trust Indenture of which FNMA remained the guarantor until such time that FNMA fully prepaid the purported note on or about December 22, 2010.
30. Further responding to the allegations of paragraph 4, to the extent that FNMA or FNMA Trustee was the last known owner of the purported note before it was securitized on behalf of investors in December 2005 and subsequently FNMA fully prepaid the purported note in December 2010, and to the extent that FNMA or FNMA Trustee **"shall have no authority to sell or**

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hypothecate or make any substitution for any mortgage loan" pursuant to the governing FNMA Trust Indenture, Defendants deny that the Plaintiff has the legal right to enforce the purported note;

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

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

33. Further responding to paragraph 4, Defendants deny that the purported note is secured by the E*Trade mortgage;

34. Further responding to the allegations of paragraph 4, Defendants admit that Rule 17(a) of the South Carolina Rules of Civil Procedure exists, Defendants deny that Plaintiff WSFS is a real party in interest;

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

36. Answering the allegations of paragraph 5, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 5, to the extent that the governing FNMA Trust Indenture strictly prohibits a loan modification that reduces the Mortgage Interest Rate or extends the final maturity, Defendants deny that the purported note would be eligible or modifiable by the Home Affordable Modification Program "HAMP";

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

38. Further responding to the allegations of paragraph 5, Defendants state that it is without

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sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

39. Answering the allegations of paragraph 6, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 6, Defendants deny that they are ("Borrowers") of the Plaintiff WSFS;

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

41. Further responding to the allegations of paragraph 6, to the extent that the purported note is a "Fannie Mae/Freddie Mac - UNIFORM INSTRUMENT MULTISTATE FIXED RATE NOTE – Single Family", the purported note was allegedly for the sole purpose of a FNMA MBS Trust for the benefit of the FNMA investors, the true creditors for a FNMA MBS Trust, governed by the controlling FNMA Trust Indenture;

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

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

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44. Further responding to the allegations of paragraph 6, Defendants further deny that the Plaintiff WSFS has any legal right to enforce the purported note;

45. Further responding to the allegations of paragraph 6, Defendants further deny that the Plaintiff WSFS has any legal right to foreclose on the purported note;

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

47. Further responding to the allegations of paragraph 6, Defendants deny that the purported note is negotiable;

48. Further responding to the allegations of paragraph 6, Defendants deny that they have made executed, and delivered any loan documents to the Plaintiff WSFS;

49. Further responding to the allegations of paragraph 6, Defendants deny that E*Trade Mortgage Corporation ("E*TRADE") is referenced as ("Payee") on the purported note;

50. Further responding to paragraph 6, Defendants deny that monies are owed to E*TRADE or that any monies are owed to the Plaintiff WSFS on the purported note;

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

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

53. Answering the allegations of paragraph 7, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 7, Defendants deny that the alleged E*TRADE mortgage secures the payment of the purported note;

54. Further responding to the allegations of paragraph 7, Defendants admit that Mortgage

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Electronic Registration Systems, Inc. ("MERS") was embedded as nominee in the E*TRADE mortgage at one time. Further responding, Defendants deny that the mortgagee is MERS;

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

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

57. Further responding to the allegations of paragraph 7, Defendants deny that they made, executed, and delivered the purported mortgage to Mortgage Electronic Registration Systems, Inc. ("MERS");

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

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

60. Answering the allegations of paragraph 8, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 8, to the extent that the original authentic mortgage with the blue ink signature in its present form is not recorded in the Beaufort County, SC ROD, the current original authentic mortgage would show the mortgage stamped in red ink "PAID IN FULL", Defendants deny that the purported mortgage recorded in October 13, 2005

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is the original in its present form and Defendants deny that the purported recorded mortgage is valid or enforceable;

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

62. Answering the allegations of paragraph 9, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 9, to the extent that a purported E*TRADE/MERS extinguished mortgage purportedly assigned to Citimortgage recorded November 22, 2010 in Book 03012 at Page 1418, which at the time, the purported note was allegedly held by FNMA, Trustee for benefit of the FNMA MBS Trust investors, Defendants deny the purported assignment of mortgage because the purported mortgage and purported mortgage assignment was void and a nullity;

63. Further responding to the allegations of paragraph 9, to the extent that the purported extinguished mortgage that was purportedly assigned from Citimortgage to NATIONSTAR, LLC by assignment recorded August 10, 2016 in Book 3505 at Page 2468, Defendants deny the purported assignment of mortgage because the purported mortgage and mortgage assignment are void and are a nullity;

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

65. Further responding to the allegations of paragraph 9, all three of the above referenced purported

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assignments of mortgage are void perjured documents containing forged signatures, false statements, notary fraud, fabricated, and fraudulent;

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

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

68. Answering the allegations of paragraph 10, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 10, Defendants deny that the purported mortgage evidences a mortgage, the mortgage is extinguished;

69. Further responding to the allegations of paragraph 10, Defendants deny that the purported mortgage secures the repayment of money;

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

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

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

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

74. Answering the allegations of paragraph 11, each assertion set forth in this pleading that is

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consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 11, Defendants deny that all notices required by the terms of the purported extinguished mortgage or by State or Federal law have been given to the applicable defendant(s) prior to the commencement of this action;

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

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

77. Answering the allegations of paragraph 12, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 12, Defendants deny that the purported "Subject Mortgage" secures the terms of the purported note;

78. Further responding to the allegations of paragraph 12, Defendants deny that they are in default on the purported note;

79. Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff has the right to enforce the purported note;

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

81. Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff has the right to enforce the subject mortgage;

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

83. Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff is

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entitled to accelerate the purported note;

84. Further responding to the allegations of paragraph 12, Defendants deny that the Plaintiff is the legal holder of the purported note or subject mortgage;

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

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

87. Further responding to the allegations of paragraph 12, Defendants deny that the purported note is collectible by foreclosure;

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

89. Answering the allegations of paragraph 13, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 13, Defendants deny that any of the terms of the purported note are enforceable;

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

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

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

93. Further responding to the allegations of paragraph 13, Defendants deny that the Plaintiff has the right to collect on the purported note;

94. Further responding to the allegations of paragraph 13, Defendants deny that the Plaintiff has the

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right to initiate a collection action against the Defendants relating to the purported note;

95. Further responding to the allegations of paragraph 13, Defendants deny that they are are in default of the purported note or the purported extinguished mortgage;

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

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

98. Answering the allegations of paragraph 14, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 14, Defendants deny that the Plaintiff has the right to a personal judgment against the Defendants, Further responding to the allegations of paragraph 14, Defendants deny that the the Plaintiff has the right to a deficiency judgment against the Defendants;

99. Further responding to the allegations of paragraph 14, Defendants deny that the Plaintiff has the right to enforce the purported note or the extinguished E*Trade mortgage;

100. Further responding to the allegations of paragraph 14, Defendants deny that the Plaintiff has the right to foreclose on the Defendants property;

101. Further responding to the allegations of paragraph 14, Defendants deny that the Plaintiff has the right to collect the costs of collection;

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

103. Answering the allegations of paragraph 15, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

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Further responding to the allegations of paragraph 15, Defendants deny that they were in default on or around January 1, 2019 on the purported note;

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

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

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

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

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

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

110. Answering the allegations of paragraph 16, each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Further responding to the allegations of paragraph 16, Defendants deny that the Defendant Dulamo Estates Homeowners Association, Inc. is a Defendant;

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

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

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

114. Responding to "WHEREFORE, Plaintiff prays judgment that", each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim. Defendants deny that there is an amount due on the purported note or from the subject extinguished E*Trade mortgage;

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

B). Further responding to paragraph B, Defendants deny that they have any rents, issue, profits, tenants occupying or anyone exercising control over the property. Further responding that the Defendants deny that the subject property is a mortgaged property. Further responding that the Defendants deny that the Plaintiff has the right to appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

C). Further responding to paragraph C, Defendants deny that the Plaintiff is entitled for the extinguished mortgage to be declared a valid first lien. Further responding, Defendants deny that the Plaintiff is entitled to have judgment of foreclosure. Further responding, Defendants deny that there is any amount due and owing thereon. Further responding, Defendants deny that the Plaintiff is entitled to any taxes or insurance premiums which may be due or which may be

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or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.

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

E). Further responding to paragraph A, "For such other and further relief as may be just and proper", Defendants deny that the Plaintiff is entitled to any relief. Defendants responding to "FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein." Further responding, Defendants deny that the Plaintiff is entitled to order or direct the Sheriff of Beaufort County to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said property without delay, and to keep the successful bidder or his assigns in such peaceable possession.

115. Defendants deny any and all other allegations and statements set forth by Plaintiff unless specifically admitted herein.

DEFENSE #2

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

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

118. The sponsor for CSMC 2018 RPL6 Trust is DLJ Mortgage Capital, Inc., ("DLJMC")

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wholly owned subsidiary of Credit Suisse (USA) Inc.,

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

120. 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");

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

122. The CSMC 2018 RPL6 Trust consists of former FMNA loans starting with the FNMA loan number 1700XXXXXX, (Homeowners' FNMA loan number is 1700119966) every mortgage loan in the CSMC 2018 RPL6 Trust were formerly serviced by NATIONSTAR, LLC 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"), 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 approximately 2002 through mid-2007;

123. The AMC due diligence reports filed with the SEC on May 11, 2020 shows all 20,125 FNMA loan numbers that were acquired by DLJ Capital Mortgage, Inc., for CSMC 2018 RPL6 Trust. Homeowners conducted an exhaustive manual review of all 20,125 FNMA loan numbers in the CSMC 2018 RPL6 Trust and a complete computer scan of thousands of pages of documents and all of the 20,125 FNMA loan numbers in CSMC 2018 RPL6 Trust, the Homeowners' **FNMA Loan #1700119966 IS NOT OWNED BY THE CSMC 2018 RPL6 TRUST;**

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124. 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.

125. 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;

126. 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 may be considered illegal, mortgage fraud, and/or securities fraud.

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

128. 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

129. The FNMA RPL2 Sale of 26,900 mortgage loans to DLJMC indicates that there are 6,775 mortgage loans that are missing;

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

131. On 12/18/2018, Nationwide Title Clearing, Inc. filed a purported mortgage assignment

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in Beaufort County, SC at the request of Fannie Mae as indicated on the assignment. Fannie Mae was neither the Assignor or Assignee of the assignment of mortgage. The purported assignment was from NATIONSTAR to CSMC 2018 RPL6 Trust, et al.

132. The purported assignment shows the Homeowners' FNMA Loan number 1700119966;

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

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

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

DEFENSE #3

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

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

138. Plaintiff WSFS, not in its individual capacity, failed to join Wilmington Savings Fund Society, FSB, (in its individual capacity) as a Plaintiff, which owns Christiana Trust Company of Delaware, "CHRISTIANA TRUST", which is the named as the Trustee in the "Assignment of Mortgage", which is the subject of this action.

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

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this action;

140. Plaintiff has failed to join as a party Federal National Mortgage Association ("FNMA"), relating to FNMA loan #1700119966, which is the subject of this action;

141. 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;

142. 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;

143. The Complaint should be dismissed.

DEFENSE #4

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

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

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

147. 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;

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

149. 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;

150. The Complaint should be dismissed.

DEFENSE #5

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

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

153. 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;

154. 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;

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

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

DEFENSE #6

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

158. Wilmington Savings Fund Society, FSB ("Wilmington") is a FDIC-Insured subsidiary of

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

159. CHRISTIANA Trust Company, a division of WSFS Bank, is a Delaware "Limited Purpose Trust" Company of Delaware.

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

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

162. CSMC 2018 RPL6 Trust is being sued as a separate legal entity;

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

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

165. Federal National Mortgage Association ("FNMA") or Fannie Mae, 1100 15th Street NW, Washington, DC 20005 may be served with process of this Court upon Fannie Mae,

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Corporate Headquarters, 1100 15th Street, NW, Washington, DC 20005 or served upon any other officer of Fannie Mae;

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

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

The Trustee: a). does not have an economic or beneficial interest in the loans and has no authority to manage or otherwise take action on the loans;

b). does not have responsibility for overseeing mortgage servicers;

c). does not initiate, nor has any discretion or authority in the foreclosure process;

d). does not manage or maintain properties in the foreclosure process;

e). Is not responsible for the approval of loan modifications;

f). does not mediate between servicers and investors.

168. 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".

169. Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA TRUST Company as

"owner trustee" is not the owner of the purported note and mortgage.

170. Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA TRUST Company, in its individual capacity is not the owner of the purported note and mortgage.

171. 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 and mortgage;

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

173. 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;

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

175. The CSMC 2018 RPL6 Trust does not own the purported note;

176. Wilmington Savings Fund Society, FSB, in its individual capacity, does not own the purported note..

177. 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.

178. 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";

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

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180. 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 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.

181. 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.

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

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

184. 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).

185. 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;

186. 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.

187. FNMA a/k/a Fannie Mae used the same Trust Indenture for approximately 25 years,

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

188. Again on 12/1/2005, at the time when Fannie Mae allegedly sold the purported note 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 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.

189. Again, on 12/1/2005, Fannie Mae assigned the purported note a new Fannie Mae Loan number #1700119966.

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

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

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

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pooled loans pursuant to the controlling FNMA Trust Indenture.

193. Fannie Mae 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 owner whereby all principal, interest, and pre-payments, and payoffs were immediately passed through to the Investors;

194. 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 sold to the FNMA MBS Trust on 12/1/2005 through a series of bankruptcy remote transactions;

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

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

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

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

197. 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

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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.

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

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

199. 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 (purported note), has a worthless piece of paper.

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200. 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

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

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

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

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

205. On December 22, 2010, FNMA prepaid the purported note/mortgage loan in the FNMA MBS Trust, the investors were prepaid-in-full;

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

207. 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

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County, SC ROD was ever recorded;

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

209. 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;

210. 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.

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

212. On May 3, 2013, E*TRADE entered into a Confidential Settlement Agreement with the Plaintiff. The "Released Matters" are as follows:

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213. "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."

214. 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."

215. 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."

216. 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,

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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)

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

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

"In witness Whereof, the Lender and I have executed this modification agreement" Page 8 is

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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.

219. The second back dated modification agreement, not executed by the Homeowners or Citimortgage, is a fabricated and forged document that has no legal force or effect. This HAMP document recorded in the Beaufort County, SC ROD is, at a minimum, the third break in Homeowner's title.

220. On August 6, 2016, Citimortgage 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 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)."

221. The above referenced 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.

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

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223. 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.

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

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

226. On December 18, 2018, NATIONSTAR, 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, Palm Harbor, FL 34683;

227. 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)."

228. The above referenced assignment of Mortgage from Nationstar, LLC to Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA Trust, Owner Trustee on behalf of CSMC 2018-RPL6 Trust clearly does not assign the 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 February 10, 2011.

229. The Fannie Mae Investor Loan #1700119966 appears on the top of the assignment,

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

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

231. The Plaintiff is 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.;

232. The Plaintiff is not the owner of the purported note or secured to the Homeowners property.

233. Homeowners deny that the Plaintiff WSFS or Fannie Mae is the holder of the purported note, further denies that they have the right to enforce the note

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

235. 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.

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

237. The purported note has been fully prepaid in full;

238. 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.

DEFENSE #7

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

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

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

242. The purported note is paid-in-full and is not identifiable to the real property of the Homeowners.

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

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

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

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

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

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

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

250. Homeowners are exercising their rights to defend themselves.

DEFENSE #8

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

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

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

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

255. FNMA allegedly assigned the purported note that was then securitized and/or sold to FNMA MBS Trustee for the benefit of the FNMA MBS Trust investors;

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

257. The securitization of the note to a FNMA MBS Trust, the subsequent payment-in-full of the purported note, and the fact that FNMA is strictly prohibited from selling any mortgage

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loans/Note pursuant to the controlling FNMA Trust Indenture has extinguished all standing and all rights of the Plaintiff to enforce the purported note or mortgage or to foreclose on the real property of the Homeowners which the Plaintiff fraudulently alleges standing without the legal right to bring the foreclosure action.

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

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

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

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

DEFENSE #9

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

263. Plaintiff has failed to show proof of standing;

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

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

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

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

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

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

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

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

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

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

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

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275. Plaintiff's claims are not accompanied by evidence that Plaintiff has the authority to bring the claim or has standing and is facially defective and does not constitute prima facie validity of the claim;

276. Nothing in the record shows the current owner of the mortgage and/or the purported note or its chain of title;

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

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

DEFENSE #10

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

280. 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;

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

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

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

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

285. 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;

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

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

DEFENSE #11

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

289. Plaintiff foreclosed 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;

290. Plaintiff has obtained no rights in the purported note;

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

292. 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 Note by other parties;

293. The purported note has been materially altered;

294. The purported note is a forgery;

295. The use of the materially altered, forged note in a foreclosure proceeding is illegal;

296. 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

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incomplete as to call into question its authenticity;

297. Plaintiff has failed to show that it has given "value" for the purported note;

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

299. Plaintiff knew or should have known that the purported note was defective;

300. 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;

301. 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;

302. 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;

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

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

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

306. Without the "Holder in Due Course" of the purported note, there can be no action for foreclosure;

307. 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;

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

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

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

311. 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;

312. 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;

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

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

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

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

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DEFENSE #12

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

318. The purported note has been altered and has numerous defects and is fatally defective;

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

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

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

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

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

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

325. No exhibits are attached attached to the Complaint;

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

327. Plaintiff has failed to show proof of a valid "Assignment of Mortgage" and that known

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

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

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

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

331. Plaintiff is not the accredited party entitled to enforce the rights granted in the purported purported note and mortgage and is not the "Real Party-in-Interest" and the "Holder-in-Due Course" at the time the foreclosure action was filed;

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

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

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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;

334. 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;

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

DEFENSE #13

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

337. 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).

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338. 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 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 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";

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

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

DEFENSE #14

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

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

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

upon the impressions conveyed by this conduct.

344. 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;

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

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

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

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

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

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

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

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

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

354. Plaintiff's claims are without any proof, proof of validation, and proof of priority of claims whatsoever;

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

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

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

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

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

DEFENSE #15

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

361. 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.

DEFENSE #16

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

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

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

365. 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;

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

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

368. Plaintiff's claims on the purported note are frivolous;

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

DEFENSE #17

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

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

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

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

374. Fannie Mae ("FNMA") is not in privity with the Homeowners;

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DEFENSE #18

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

376. 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 and it cannot be assumed without creating an unfair prejudice against the Homeowners;

377. Plaintiff has failed to show proof that FNMA is the "owner" of a valid and enforceable Note and that such alleged ownership would be secured by the real property of the Homeowners;

378. Plaintiff has failed to show proof that FNMA has noticed the Homeowners of any alleged default (if one exists or ever existed) and that such default would be secured by the real property of the Homeowners and such default cannot be assumed without creating an unfair prejudice against the Homeowners;

379. Plaintiff has failed to show proof of FNMA 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 a valid and enforceable Note and/or Note assignment by and between Plaintiff and FNMA and/or by and between any other person and/or any entity and there are no averments as to the nature of the purported FNMA ownership of the Note on the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

380. Plaintiff has failed to show proof of FNMA 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

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FNMA and/or by and between any other person or entity and there are no averments as to the nature of the purported FNMA ownership of the Note on the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

381. Plaintiff has failed to show proof any assignment (if one exists, past, present, or future) of the purported note and that said assignment would be secured by the real property of the Homeowners and such undisclosed and/or non-existent assignment would only be valid and enforceable if the phantom assignee FNMA is capable of accepting it, paying for it and the acceptance is for the assignee FNMA and it cannot be assumed without creating an unfair prejudice against the Homeowners;

382. Plaintiff failed to show proof of FNMA ownership of the purported note and that said ownership would be secured by the real property of the Homeowners and Plaintif has failed to show any proof to allege that the phantom Assignor and/or Assignee of the purported note even exists by and between FNMA and the Plaintiff and/or any other party (if one exists, past, present, or future) or even that FNMA has knowledge of such alleged ownership and/or knowledge of this foreclosure action and/or that the phantom Assignor to FNMA and/or that such Assignor has conveyed all rights and control to FNMA and/or that FNMA has assigned any rights or control to the Plaintiff and it cannot be assumed without creating an unfair prejudice against the Homeowners;

383. 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 the Homeowners to FNMA (if one exists or ever existed) and it cannot be assumed without creating an unfair prejudice against the Homeowners;

384. 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, and as

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such, absent delivery and not in writing such assignment would be improper and would be a nullity and it cannot be assumed without creating an unfair prejudice against the Homeowners;

385. Plaintiff has failed to show proof any alleged default (if one exists, or ever existed) on the purported note and that said default would be secured on the real property of the Homeowners and Plaintiff has failed to show proof of any Notice of Default, thus FNMA or Plaintiff does not have the right to foreclose on the purported note on the real property of the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

386. 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 and it cannot be assumed without creating an unfair prejudice against the Homeowners;

387. 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;

388. 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;

389. Plaintiff has failed to show proof that any person or entity owns the purported note;

390. 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 ote and it cannot be assumed without creating an unfair prejudice against the Homeowners.

391. FNMA has failed to show proof of any purported note assignments (if one exists) by and

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between FNMA and any other person or entity on the purported note and it cannot be assumed without creating an unfair prejudice against the Homeowners;

392. Plaintiff has failed to show proof any FNMA agreements (if any exist) for the sale of real property, or of an interest therein; on the purported note and that such agreements would be secured on the real property of the Homeowners by such an agreement and it cannot be assumed without creating an unfair prejudice against the Homeowners;

393. Plaintiff has failed to show proof that FNMA has any agency relationship with any person or entity on the purported n ote and that said agency (if exists) would be secured by the real property by the Homeowners and it cannot be assumed without creating an unfair prejudice against the Homeowners;

394. Plaintiff has failed to show proof that FNMA has any rights to foreclosure on the purported note and that such rights would be secured on the real property of the Homeowners by such rights and it cannot be assumed without creating an unfair prejudice against the Homeowners.

DEFENSE #19

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

396. Plaintiff knew or should have known that the true lender-creditors "owners" of the purported note to the Homeowners were the "Investors" in the MBS Trust;

397. Homeowners never borrowed any money from the Plaintiff, there is no consideration by and between the Plaintiff and the Homeowners.

DEFENSE #20

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

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399. 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;

400. Plaintiff misrepresented the true facts and the true facts were unknown to the Homeowners;

401. The Complaint does not reflect the documents from the CSMC 2018 RPL Trust, whose documents have been concealed and ignored.

DEFENSE #21

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

403. 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;

404. Plaintiff has not come forward with any valid and authentic mortgage assignments and note endorsements, thus this shows that there aren't any;

405. As a matter of law, any and all transfers that Plaintiff has are a nullity;

406. The Plaintiffs claim is barred by the statute of frauds.

DEFENSE #22

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

408. 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;

409. 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 for the purported note could be properly identified.

DEFENSE #23

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

411. No contract exists by and between Plaintiff and the Homeowners;

412. No contract exists by and between FNMA and the Homeowners;

413. Plaintiff foreclosed on the Homeowners outside of the four corners of the Complaint, thus violating the "Parole Evidence Rule";

414. Plaintiff does not allege to be an owner of the purported note, the Complaint fails, thus violating the "Parole Evidence Rule";

415. 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 and the money trail cannot be assumed without creating an unfair prejudice against the Homeowners. Plaintiff has has failed to show proof of the accounting of the FNMA MBS Trust prepaid-in-full reclassification of the purported note from the FNMA MBS Trust and the lack of "consideration" given on said reclassification by and between any person or entity on the transfers and/or assignments of the purported note and said "consideration" cannot be assumed without creating an unfair prejudice against the Homeowners.

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DEFENSE #24

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

417. No notice of default provided to Homeowners by the last known owner of the note on the real property of the Homeowners;

418. The Plaintiff and/or their predecessors and/or assignors and any other party or entity failed to provide the Homeowners all the appropriate and required notices under the alleged subject note and/or mortgage.

DEFENSE #25

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

420. 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;

421. Plaintiff knowledgeably consented to legal wrong has no legal right "Doctrines of Scienti et volenti non fit injuria";

422. Plaintiff alleged claims is harm without injury "Damnum absque injuria";

423. 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;

424. Homeowners maintain that equitable estoppel bars Plaintiff's alleged claim.

DEFENSE #26

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

426. Plaintiff did not pay fair and adequate "consideration" to any person or entity for purported note and/or mortgage;

427. Homeowners allege that the granting Plaintiff's demands in their Complaint and claims would result in "Unjust Enrichment", as the Plaintiff would receive money they are not entitled to receive;

428. Plaintiff would be unjustly enriched if they were to receive the relief requested.

DEFENSE #27

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

430. If Plaintiff sustained any damages or losses as alleged in the Complaint, all of which is expressly denied, then such damages were caused, either in whole or in part, by Plaintiff's or its "Debt Collectors", agents, representatives, employers, assignors, and/or assignees, own culpable conduct, fault, and/or negligence, and any recovery herein shall be diminished accordingly in whole or in part.

DEFENSE #28

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

432. The Plaintiff, itself and/or by and through its agents and servants, has engaged in such conduct with respect to the loan subject of this action as to make the Plaintiffs hands unclean with regard to the matters subject of this action;

433. This conduct by the Plaintiff relates directly to the subject matter of this action;

434. The Plaintiffs said conduct has proximately caused the Defendant prejudice and injury;

435. Plaintiffs claims are barred, in whole or in part, by the doctrine of unclean hands.

436. Plaintiff is not entitled to obtain an equitable remedy on account of the fact that they are

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acting unethically and are acting in in bad faith with respect to the purported ote and mortgage with "unclean hands";

437. 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;

438. Plaintiff has conducted their business without honesty in fact and without the observance of reasonable commercial standards of fair dealing;

439. Plaintiff has engaged in fraudulent, unconscionable conduct, and has failed to have an "obligation of good faith";

440. Plaintiff seeking equity must do equity.

DEFENSE #29

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

442. Plaintiff is frivolously and unlawfully pursing the real property on the Homeowners causing injury to its own self;

443. Homeowners are of information and belief that Plaintiff is unlawfully attempting to collect mortgage and/or Note payments from the Homeowners, thus causing injury to own self;

444. Plaintiff is unlawfully claiming legal right to enforce an alleged negotiable instrument and illegally claiming to be a real party-in-interest to this action, thus causing injury to own self;

445. Plaintiff is barred from seeking relief for damages as a result of its self-inflicted injuries.

446. The law firm of Bell Carrington Price Gregg, LLC is barred from seeking relief for damages as a result of its self-inflicted injuries;

447. All of the above referenced "Debt Collectors" and their cohorts are knowingly and

wantonly pursuing a frivolous lawsuit.

DEFENSE #30

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

449. 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.

450. Plaintiff's claims now or in the future are time barred.

DEFENSE #31

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

452. The Plaintiff and Third-Party-Defendants will not suffer any damages.

453. 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;

454. Plaintiff has not and will not suffer any damages because they are not a stakeholder;

455. FNMA has not and will not suffer any damages because they are not a stakeholder.

DEFENSE #32

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

457. No contract exists by and between Plaintiff and the Homeowners;

458. Plaintiff has no rights to any existing contracts of the Homeowners, including the right to foreclose or collect attorney's fees;

459. Plaintiff and/or any person or entity that assigned the alleged claim to Plaintiff (if one

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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;

460. Homeowners never agreed to pay attorney's fees to Plaintiff under any circumstances, and therefore is not entitled to attorneys' fees in this action.

DEFENSE #33

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

462. While denying Plaintiff's Complaint has any merit, Homeowners deny that they have been advanced any sum of money from the Plaintiff. Thus, Homeowners deny that any sums of money is owed to Plaintiff;

463. Plaintiff cannot service a debt obligation that cannot be shown to be identified to any person or entity and/or shown to exist;

464. Plaintiff cannot claim a debt obligation to be in default that cannot be identified or shown to exist;

465. 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;

466. Homeowners would be entitled to repayment of monies paid to Plaintiff or sub-servicers and/or FNMA after 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

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Homeowners, reinstatement payments, plus interest;

467. The Plaintiff has knowingly, intelligently, and voluntarily relinquished any right it may have had to prosecute the foreclosure claim subject of this action.

AFFIRMATIVE DEFENSES

468. References in these affirmative defenses to Plaintiff WSFS refer to Plaintiff's assignors and/or predecessors in the event of assignor liability and/or that there is valid claim of assignment of a previous mortgage to Plaintiff.

Affirmative Defense #1

(Failure to State a Claim Upon Which Relief Can Be Granted)

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

470. 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.

Affirmative Defense #2

No Injury

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

472. Plaintiffs' claims are barred because the acts complained of did not, and will not, cause any actual injury or alleged damages.

473. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

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Affirmative Defense #3

Negligence

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

475. 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 Homeowners are not legally responsible.

476. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #4

Failure to Mitigate Damages

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

478. Plaintiffs' damages, if any, were caused by their own negligence and fault.

479. Without any admission by Defendants that Plaintiffs suffered injury in any way, 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.

480. Plaintiffs' damages, if any, are completely or in part the product of Plaintiff's' failure to mitigate.

481. Plaintiffs' claims fail in whole or in part to the extent they have suffered no damages by proximate cause of the Defendants.

482. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

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Affirmative Defense #5

(No Standing)

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

484. Plaintiff lacks standing to assert their claims.

485. Plaintiff does not allege that they are true and lawful owner of purported note and mortgage.

486. Plaintiff is not the true and lawful owner of purported note and mortgage nor are any sums due the Plaintiff thereunder.

487. Defendants have not borrowed any money from the Plaintiff WSFS.

488. 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;

489. 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.

490. Plaintiff WSFS 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.

491. That MIN designation means it is related to Mortgage Electronic Registration System

("MERS"), an entity known to destroy notes.

492. Federal national Mortgage Association ("FNMA"), an entity known to destroy notes.

493. Upon information and belief, the original note does not exist and did not exist to be assigned.

494. Plaintiff WSFS does not allege when or how the purported note was assigned to it and omits any information that a valid assignment occurred.

495. Plaintiff WSFS Complaint in itself proves a break in the chain of title with no valid assignment.

496. It is established law that when MERS is used as a nominee that breaks the chain of title and voids any assignment.

497. Plaintiff WSFS is not the owner of the purported note and mortgage.

498. Plaintiff is not the Holder-in-Due-Course ("HDC"),

499. Plaintiff has no injury;

500. Plaintiff paid no value,

501. Homeowners were not in default when the Complaint was filed by Plaintiff WSFS.

502. No payments were due or owing to the Plaintiff at the time the foreclosure was filed

503. Plaintiff WSFS failed to validate the Debt or authentcate the identity of the owner of purported the note

504. No physical chain of custody of the purported note.

505. DLJMC sponsor acquired certain loans relating to the CSMC 2018 RPL6 Trust from FNMA in a bulk transaction.

506. The Homeowners purported note is not owned by or held for the CSMC 2018 RPL6

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Trust.

507. E*Trade Mortgage, the alleged lender, was fully aware that the alleged loan was funded by FNMA MBS Trust investors.

508. As shown by the allegations in the Complaint, the Plaintiff's claim is dependent upon the existence of the purported note subject of this case.

509. Upon information and belief, the purported note is not a genuine authentic original, thus the purported note does not exist.

510. 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.

511. 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.

The alleged lender, E*Trade Mortgage Corporation, was fully aware that the alleged 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.

512. Because neither E*Trade Mortgage, Citimortgage, Fannie Mae, NATIONSTAR, Wilmington Savings Fund Society, Christiana Trust, or DLJ Mortgage Capital 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.

513. NATIONSTAR, LLC, doing business as Mr. Cooper shows the purported note and mortgage paid-in-full.

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514. The Plaintiff WSFS 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. Thus, they do not have the right to request foreclosure of the purported note and/or mortgage.

515. The Plaintiff WSFS 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 Defendant Homeowners under the purported note and mortgage.

516. An action must be brought by the real party in interest, and the Plaintiff WSFS, CHRITIANA 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.

517. CSMC 2018 RPL6 Trust is a Delaware statutory trust which cannot bring this action in its own name. It is organized under Delaware law pursuant to 12 Del. C. § 3801 et seq. Under South Carolina law, trusts are not recognized as legal entitles separate from their 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 WSFS 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.

518. CHRISTIANA TRUST, Trustee, admit they have a limited role and that they do not conduct foreclosures.

519. Plaintiff WSFS lack of standing and did not suffer a concrete injury and has no standing to file the Complaint.

520. Plaintiff WSFS has not produced any valid or authentic documentation that would authorize a foreclosure lawsuit on the real property of the Homeowners.

521. Plaintiff WSFS has failed to show proof pursuant to SC ST SECTION 37-5

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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" and it cannot be assumed without creating an unfair prejudice against the Homeowners.

522. Accordingly, the action must be dismissed.

Affirmative Defense#6

No Chain of Title

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

524. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense#7

No payment history and No Valid Business Records

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

526. Defendant Homeowners never established an account with the Plaintiff WSFS or any of their agents.

527. Plaintiff WSFS, or their agents, do not have any business records of their own relating to any payments history.

528. Plaintiff WSFS, 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

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hearsay, lacks foundation, and is not admissible evidence.

529. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #8

Accord and Satisfaction

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

531. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #9

Duress

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

533. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #10

Fraud

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

535. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

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Affirmative Defense #11

Fraud in the Inducement

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

537. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #12

Illegality

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

539. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #13

Laches, Waiver, Estoppel, Consent, Unclean Hands, Acquiescence, and/or Ratification

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

541. Plaintiffs' claims are barred by the doctrine of laches, waiver, estoppel, consent, unclean hands, acquiescence, and/or ratification.

Affirmative Defense #13

Misrepresentation

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

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543. The Plaintiff WSFS, 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 Defendant 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.

544. The Plaintiff represented that the purported note and mortgage are enforceable against the Defendants, when in fact, they are not enforceable.

545. The Plaintiff filed a false, frivolous, and fraudulent Complaint against the Defendants.

546. The Plaintiff intended, or at least expected or desired, that the Defendant would rely upon the impressions conveyed by this conduct.

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

548. The Defendant lacked the means to determine the true status of these matters.

549. The Defendant accordingly relied on these representations to its prejudice

550. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #14

Tender of Payment

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

552. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but

solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #15

Release

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

554. Plaintiff WSFS, their agents, and/or their predecessors equitable release of rights now complaining of.

555. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #16

Confidential Settlement and Release Agreement

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

557. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #17

Debt Collection Action, No entitlement to Deficiency, not liable to Plaintiff

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

559. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #18

Not Entitled to Relief

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

561. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #19

Res Judicata

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

563. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #20

Statue of Frauds

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

565. The Plaintiff's claim is barred by the statue of frauds

Affirmative Defense #21

Statue of Limitations

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

567. Plaintiffs' claims are barred in whole or in part by applicable statutes of limitations.

Affirmative Defense #22

No Default

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

569. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but

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solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #23

No Injury

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

571. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #24

UCC Code

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

573. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #25

No Holder-in-Due Course

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

575. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

576. Accordingly, the action must be dismissed.

Affirmative Defense #26

Multiple Robo-Signers. Conflict of Interest. Fatal Defects. Perjured Documents

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

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578. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #27

Culpable Conduct

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

580. If Plaintiff sustained any damages or losses as alleged in the Complaint, all of which is expressly denied, then such damages were caused, either by Plaintiff's, or their agents, representatives, employers, assignors, and/or assignees, own culpable conduct, fault, and/or negligence, and any recovery herein shall be diminished accordingly in whole.

581. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #28

Documents Non-Existent

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

583. Plaintiff and/or its counsel did not possess the documents they swear they reviewed in their affidavits and pleadings filed in this court.

584. Plaintiff knowingly filed false, fraudulent, unlawful and deficient documents to expedite this foreclosure to Defendant's detriment.

585. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #29

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False Pretenses

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

587. 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.

588. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #30

Abandonment

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

590. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #31

Breach of Contract

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

592. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #32

Equitable Estoppel

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

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594. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #33

Failure of Conditions Precedent

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

596. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #34

Failure to Join Indispensable Parties

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

598. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #35

Set-Off

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

600. Plaintiff WSFS's alleged claims to damages are barred, in whole or in part, by the right of one or more Defendants to a set-off against any such damages.

601. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #36

Frustration of Purpose

602. Each assertion set forth in this pleading that is consistent with the following is

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incorporated herein by reference as if here set forth verbatim.

603. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #37

Judicial Estoppel

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

605. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #38

Impossibility of Performance

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

607. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #39

Unclean Hands

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

609. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #40

Promissory Estoppel

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

611. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #41

Unconscionability

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

613. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #42

Undue Influence

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

615. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #43

Ursury

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

617. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #44

Speculative Damages

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

619. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but

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solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #45

Comparative Negligence, Fault of Plaintiff and Third-Party Defendants and Predecessors

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

621. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #46

No Privity

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

623. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #47

No Private Right of Action

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

625. The statute Plaintiff is suing under provides no private right of action.

626. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #48

Spoilation of Evidence

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

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628. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #49

Fabrication of Evidence

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

630. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #50

Failure to Act in a Commercial Reasonable Manner

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

632. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #51

Causation

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

634. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #52

No Agency Relationship

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

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636. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust claims are barred.

Affirmative Defense #53

637. Defendants reserve any additional and affirmative defenses against Plaintiffs as may be revealed or become available during the court of investigation and/or discovery in the case or otherwise.

COUNTERCLAIMS AND THIRD-PARTY COMPLAINT

638. Having responded to each and every paragraph of Plaintiffs' complaint, Defendants assert their Counterclaims against Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust ("Counterclaim Defendants") and their Third-Party Complaint against Federal National Mortgage Association ("FNMA" or "Fannie Mae"), Wilmington Savings Fund Society, FSB, in its individual capacity, ("WSFS"), Christiana Trust Company of Delaware ("CHRISTIANA"), DLJ Mortgage Capital Inc ("DLJMC") as follows:

PARTIES

639. Plaintiff Wilmington Savings Fund Society, FSB, also known as WSFS Bank ("WSFS") is an FDIC-Insured subsidiary of WSFS Financial Corporation, with its principal place of business located at 500 Delaware Avenue, Wilmington, DE 19801.

640. Plaintiff Wilmington Savings Fund Society, FSB is being counter-claimed as owner trustee for CSMC 2018 RPL6 Trust and Wilmington Savings Fund Society, FSB is being sued "its individual capacity" as a Third-Party Defendant.

641. Plaintiff CSMC 2018 RPL6 TRUST ("CSMC TRUST") is being counter-claimed as a "Delaware Statutory Trust" in the State of Delaware and was formed on September 19, 2018, the registered agent for the Trust to accept service is Wilmington Savings Fund Society, FSB

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located at 500 Delaware Avenue, Wilmington, DE 19801. The State of Delaware, in the Trust's registration statement, does not list a trustee for the trust.

642. Third-Party Defendant Christiana Trust Company of Delaware, ("CHRISTIANA") is a Delaware corporation formed under the laws of Delaware as a "Limited Purpose Trust" Company, a division of WSFS Financial Corporation.

643. Federal National Mortgage Association ("FNMA" or "Fannie Mae") and their corporate headquarters are located at 1100 15th Street, NW, Washington, DC 20005. Due to COVID, Fannie Mae is accepting service of process at: Granite Park VII, 5600 Granite Pkwy, Plano, TX 75024.

644. DLJ Mortgage Capital Inc., ("DLJMC") wholly owned subsidiary of Credit Suisse (USA) Inc., sponsor of CSMC 2018 RPL6 Trust. DLJMC is a Delaware corporation and an affiliate of Credit Suisse Securities with headquarters at Credit Suisse's office in New York.

645. Unknown Defendants 1 through 10 are corporate entities and/or individuals that may assert a legal interest and/or who may be responsible for the acts complained of herein.

646. The Plaintiff Wilmington and CSMC TRUST collectively will be referred to as Plaintiff WSFS and the Third-Party Defendants FNMA, WSFS, CHRISTIANA, and DLJMC referenced above will collectively will be referred to as "Third-Party Defendants."

647. This case arises out of Plaintiff WSFS's unconscionable and egregious and ongoing and far reaching fraudulent schemes for improper use of Homeowners' identity; improper use of Homeowner's unenforeceable note and extinguished mortgage, intentional misrepresentation of their rights to foreclose; false, forged, fraudulent, and perjured mortgage assignments; fraud in the inducement, fraud in the execution, as a mortgage aggregator and investment banker, 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. The participants in the securitization scheme described herein have knowinly and

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willfully devised business plans to reap millions of dollars in profits at the expense of the "Homeowners" and tens of thousands of other homeowners similarly situated and the investor in the CSMC 2018 RPL6 Trust and other investors in similar CSMC trusts, of which they are many collecting on tens of billions of dollars in toxic, fatally defective, and uneforceable mortgages.

648. In addition to seeking actual, consequential, special, punitive, and other damages, Homeowners seeks declaratory relief as to what (if any) party, entity or individual or group thereof is the owner of the purported note, and whether the void mortgage secures any obligation of the Homeowners, and a Mandatory Injunction requiring reconveyance of the subject property to the Homeowners or, in the alternative a Final Judgment granting Homeowners Quiet Title in the subject property.

GENERAL ALLEGATIONS

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

650. Mr. and Mrs. Field, ("Defendants" or "Counter-Plaintiffs" or "Third-Party-Plaintiffs" or Homeowners") are owners of real property in Beaufort, SC.

651. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust hereafter ("WSFS") and Third-Party Defendant Wilmington Savings Fund Society, FSB, in its individual capacity, hereafter ("WSFS") is and was at all times material hereto a foreign (non-South Carolina incorporated) corporation, and Christiana Trust Company of Delaware ("CHRISTIANA") formed as a "Limited Purpose Trust", a foreign (non-South Carolina incorporated) corporation, and CSMC 2018-RPL6 Trust, a "Delaware Statutory Trust", a foreign (non-South Carolina incorporated) corporation, and Federal National Mortgage Association, a foreign (non-South Carolina

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incorporated) corporation, and DLJ Mortgage Capital Inc., a foreign (non-South Carolina incorporated) corporation which engaged in a regular and systematic course of conduct in South Carolina including Beaufort County, SC and the other jurisdictions in the State of South Carolina, which conduct included and is not limited to 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.

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

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

654. DLJ Mortgage Capital, Inc., ("DLJMC") as the sponsor of CSMC 2018 RPL6 Trust, on May 11, 2020 DLJMC reported in a filing to the Securities and Exchange Commission acquired 20,125 mortgage loans of the mortgage loans, the same mortgages that FNMA reported that they sold to DLJMC on or about September 21, 2018;

655. 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");

656. The AMC Due Diligence Executive Summary of the CSMC 2018 RPL6 Trust, including a Collection Comment Review, Payment history review, and a tax and title review, the SEC public filing shows a completed Compliance Review of the 20,125 FNMA mortgage loans

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acquired by DLJMC for the CSMC 2018 RPL6 Trust for the sole benefit of the single shareholder (PIMCO Income Fund mutual fund, the largest bond fund manager in the world);

657. The CSMC 2018 RPL6 Trust consists of former FMNA loans starting with the FNMA loan number 1700XXXXXX, (Homeowners' FNMA loan number is 1700119966) every mortgage loan in the CSMC 2018 RPL6 Trust were formerly serviced by NATIONSTAR, LLC d/b/a Mr. Cooper that were aggregated by NATIONSTAR starting in 2016, the same mortgages that were acquired by DLJ Mortgage Capital, Inc. as the winning bidder of the July 2018 FNMA auction ("FNMA RPL2-PL3 SALE"), PL3 is Pool 3 of 4 Pools acquired by DLJMC, nearly all of the mortgage loans were subject to the controlling FNMA Trust Indenture that originated for FNMA MBS Trusts between approximately 2002 through mid-2007;

658. 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 for the benefit of PIMCO Income Fund mutual fund investors. Homeowners conducted an exhaustive manual review of all 20,125 FNMA loan numbers in the CSMC 2018 RPL6 Trust and a complete computer scan of thousands of pages of documents and all of the 20,125 FNMA loan numbers in CSMC 2018 RPL6 Trust, the Homeowners' **FNMA Loan #1700119966 IS NOT OWNED BY THE CSMC 2018 RPL6 TRUST;**

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

660. **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;

661. The FNMA RPL2 SALE to DLJMC consisted of 26,900 mortgage loans were in violation of the controlling FNMA Trust Indenture and the subsequent re-securitization and re-

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selling of said loans to DLJMC to be held on behalf of CSMC 2018 RPL6 Trust investor may be considered illegal, mortgage fraud, and/or securities fraud.

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

663. 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.

664. The FNMA RPL2 Sale of 26,900 mortgage loans to DLJMC indicates that there are 6,775 mortgage loans that are missing from the CSMC 2018 RPL6 Trust ;

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

666. 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 WSFS/CSMC 2018 RPL6 Trust.

667. Nationwide Title Clearing, Inc. reported to the Homeowners not only did NATIONSTAR not initiate the assignment but they also refused to assign the purported mortgage to Plaintiff WSFS/CSMC Trust, FNMA then stepped in and requested Nationwide Title Clearing process the assignment under the FNMA contract vendor number with

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Nationwide Title Clearing.

668. The purported assignment shows the Homeowners' FNMA Loan number 1700119966;

669. 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.

670. 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.

671. 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 WSFS/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.

672. 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"**.

673. 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.

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674. 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".

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

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

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

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

679. 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;

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

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

682. Wilmington Savings Fund Society, FSB, in its individual capacity, does not own the

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purported FNMA Note..

683. 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.

684. 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";

685. Neither Wilmington Savings Fund Society, FSB, CHRISTIANA TRUST, CSMC 2018 RPL6 Trust, Third-Party Defendants, their agents nor any predessors hold a perfected secured claim upon the Plaintiff's property.

686. 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 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.

687. 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.

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

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

690. 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).

691. 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;

692. 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.

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

694. Again on 12/1/2005, at the time when Fannie Mae 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 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.

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

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Mae Loan number #1700119966.

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

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

698. On 12/1/2005, when the the Loans 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.

699. Fannie Mae 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 owner whereby all principal, interest, and pre-payments, and payoffs were immediately passed through to the Investors;

700. 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;

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

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

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

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

703. 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."

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

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

705. 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;

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The Assignment was fabricated, forged, and filed at a time when the subject FNMA Note was owned by a different entity altogether, by a FNMA MBS TRUST. At best, the mortgagee (MERS) transferred only its rights in the the mortgage, as such, the assignment is a nullity and MERS "assignee" having no interest in the underlying debt (FNMA Note), has a worthless piece of paper.

706. 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

707. 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.

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

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

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

711. On December 22, 2010, FNMA prepaid the purported note/mortgage loan in the FNMA MBS Trust, the investors were prepaid-in-full;

712. The assignment of mortgage was forged and fabricated at a time when the purported note was allegedly owned by FNMA MBS Trust Loan #1700119966.

713. Pursuant to the MERS Procedure Manual – Release 19.0 - 6/14/2010 - page 102 under

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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;

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

715. 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;

716. 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.

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

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owner of the purported note or mortgage loan;

718. On May 3, 2013, E*TRADE entered into a Confidential Settlement Agreement with the Plaintiff. The "Released Matters" are as follows:

719. "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."

720. 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."

721. 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."

722. 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

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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)

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

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

"In witness Whereof, the Lender and I have executed this modification agreement" Page 8 is not on the standard FNMA MULTISTATE Form and does not include the signature of the

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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.

725. The second back dated modification agreement, not executed by the Homeowners or Citimortgage, is a fabricated and forged document that has no legal force or effect. This HAMP document recorded in the Beaufort County, SC ROD is, at a minimum, the third break in Homeowner's title.

726. On August 6, 2016, Citimortgage 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 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)."

727. The above referenced 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.

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

729. 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

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"assignee", having no interest in the underlying debt, the assignment is a worthless piece of paper.

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

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

732. 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, Palm Harbor, FL 34683;

733. 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)."

734. The above referenced assignment of Mortgage from Nationstar, LLC to Wilmington Savings Fund Society, FSB D/B/A CHRISTIANA Trust, Owner Trustee on behalf of CSMC 2018-RPL6 Trust clearly does not assign the 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 February 10, 2011.

735. The Fannie Mae Investor Loan #1700119966 appears on the top of the assignment, however, Fannie did not transfer or assign anything to sub-servicer NATIONSTAR, thus, NATIONSTAR could not possibly transfer anything related to Fannie Mae to CSMC 2018

RPL6 Trust.

736. Fannie Mae Investor Loan number #1700119966 was paid in full on or about December 22, 2010.

737. Nationstar cannot assign to CSMC 2018 RPL6 Trust any greater rights than what they had. At best, NATIONSTAR transferred a void mortgage, the transaction is a nullity and MERS "assignee", having no interest in the underlying debt, has a worthless piece of paper;

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

739. The Plaintiff WSFS 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.;

740. The Plaintiff is not the owner of the purported note or is the purported note secured secured to the Homeowners' property.

741. 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

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

743. 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.

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

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745. The purported note has been fully prepaid in full;

746. 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.

747. The actions and course of conduct of the Plaintiff WSFS, 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, 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.

748. 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.

749. Plaintiff WSFS and/or Third-Party Defendants 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.

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750. In South Carolina, the foreclosing party Plaintiff WSFS and/or Third-Party Defendants, and/or their agents, in a foreclosure proceeding is required to prove that it is the holder or person entitled to enforce the note and mortgage in order to seek the remedy of foreclosure.

751. Plaintiff WSFS 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.

752. Plaintiff WSFS 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 and to other homeowners similarly situated in the State of South Carolina and nationally.

753. It is legally impossible for Plaintiff WSFS 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 Homeowners or homeowners similarly situated in the State of South Carolina. Despite Plaintiff WSFS 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 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 WSFS 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 Defendants "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,

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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 WSFS's debt collection effort, supported the allegation real-party-interest and right to enforce or that WSFS is or was entitled to initiate a foreclosure action on the Homeowners or Plaintiff WSFS 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.

754. In South Carolina foreclosure proceedings, Plaintiff WSFS and/or 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. (hereafter "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 WSFS 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.

755. Despite such actual knowledge of Plaintiff WSFS 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 WSFS 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

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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 WSFS 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.

756. In furtherance of the Plaintiff WSFS 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 WSFS 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 WSFS 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.

757. The specific pattern of unlawful activity of Plaintiff WSFS and/or Third-Party Defendants, and/or their agents, which has been perpetrated upon the Homeowners and other homeowners similarly situated in Beaufort County, SC, in the State of South Carolina, and nationally herein through fraudulent practices, in certain instances, actions involving perjury, is demonstrated by the specific instances of conduct set forth below, which conduct was executed

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with the same intent and in the same manner and means and with the same intended class of victims and intended results.

758. Plaintiff WSFS and/or Third-Party Defendants, 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 WSFS and/or Third-Party Defendants, and/or their agents legally acquired ownership of the purported note or holder interest in the purported loan.

759. 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.

760. 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 Plaintiff CITI. 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

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Citimortgage on the same purported mortgage that was allegedly sold/securitized to a FNMA MBS Trust which "closed" on or about December 2005. The ROBO Assignment by MERS is a legal impossibility and is illegal. The "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.

761. 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 WSFS and/or Third-Party Defendants, and/or their agents contrary to the requirements of Federal Law and applicable State Law.

762. 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.

763. 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.

764. 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

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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. and have only recently been discovered by

765. Homeowners have only recently discovered through title research and due diligence relating to the securitization of residential mortgage loans in the CSMC 2018 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.

766. Homeowners have requested and demanded compliance with the Fair Debt Collections Practices act and other applicable state and Federal Statutes, the Plaintiff WSFS 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 WSFS and/or Third-Party Defendants, and/or their agents illegal and fraudulent scheme. The Loan Seller was named as the Payee on the purported note and the beneficiary under the mortgage terms allegedly securing the performance under 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 "loan" transaction.

767. 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.

768. 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 descriptions of the content of the notes that were placed into the pool of assets that would be "securitized" by FNMA in December 2005.

769. 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. Homeowners the MERS Milestones report shows some of those transactions referenced above, including FNMA.

770. 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 2010.

771. 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.

772. If there was a holder-in-due-course of the purported note arising from the purported

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"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 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.

773. Plaintiff WSFS 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 WSFS 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.

774. Plaintiff WSFS 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.

775. In order for Plaintiff WSFS 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 WSFS and/or Third-Party Defendants, and/or their agents refuse to do this despite requests, leading Homeowners to conclude that Plaintiff WSFS 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.

776. Any grant of certificate of title to an entity other than the Homeowners or the nominal

creates an incurable defect in title.

777. There is no recording of any document in the county records to initiate foreclosure which would authorize Plaintiff WSFS and/or Third-Party Defendants, and/or their agents to proceed.

778. Homeowners have every reason to believe that the Plaintiff WSFS 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.

779. Further, Homeowners have every reason to believe that their payments were not being forwarded to a "holder in due course" (HDC") of the note nor to any other authorized party because not HDC or authorized party exists.

780. Accordingly, 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 WSFS and/or Third-Party Defendants and/or their agents apparently without authority to do so.

781. Plaintiff WSFS and/or Third-Party Defendants, and/or their agents and/or their predecessors failed and refused to reveal the true source of funds for the alleged loan transaction, further preventing Homeowners right of three day rescission under the Truth in Lending Act because the real lender has not been revealed and therefore the Notice of

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Rescission by the Homeowners have no authorized addressee.

782. 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 WSFS and/or Third-Party Defendants, and/or their agents and/or their predecessors.

783. Homeowners allege the closing was an "alleged loan closing" because in fact it was part of an undisclosed hidden illegal scheme to issue unregulated securities (mortgage backed securities) based upon the negotiation of non-negotiable notes, the terms of which had been changed, altered, amended or modified.

784. Plaintiff WSFS 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.

785. 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 WSFS and/or Third-Party Defendants, and/or their agents and/or their predecessors.fraudulently promoted.

786. 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 WSFS 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 of the CSMC 2018 RPL6 Trust.

787. Thus, the economics of mortgages changed, to wit: the worse the loan, the more money Plaintiff WSFS and/or Third-Party Defendants, and/or their agents and/or their predecessors made as long as there were enough people, like the Homeowners whose identify was used to hide the high volume (and high profit) of toxic waste loans. It was thus in their financial interest to create unrealistic and false market expectations, deceiving the public by aggregating tens of thousand of toxic loans in the State of South Carolina and across the country subject to the legacy FNMA Trust indenture that were identified as targets, then re-securitizing and re-selling toxic, unenforceable, and fatally defective loans utilizing Delaware Statutory Trusts and "Limited Purpose Trusts" as Trustees to form a legal liability shield as a scheme and as a means to double, triple or quadruple collect on debt that has already been collected and/or paid-in-full or sold multiple times to multiple parties simultaneously. Since these illegal profits were not disclosed, the Homeowners and homeowners similarly situated are entitled to an accounting and a pro rate share of the profits obtained by the illegal, improper and undisclosed use of their name, credit rating and identity, homeowner's believe those share of said profits would be in excess of $1 million.

788. The Distribution Reports are supposed to accurately reflect the "financial health of the trust," and provide Certificate holders, with important data such as the number of loans in bankruptcy, the aggregate amount of special servicing fees, and the aggregate amounts of trust fund expenses. Each and every one of these categories is essential to assess its profit and loss potential in the REMIC entity. Furthermore, this data is used by bond rating agencies to assess the value of the Certificates. Based upon the filings and information of Plaintiff WSFS and/or Third-Party Defendants, and/or their agents and/or their predecessors it appears that 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

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due-course, if there is or was one, is completely shrouded in secrecy enforced by Plaintiff WSFS and/or Third-Party Defendants, and/or their agents and/or their predecessors, servants and employees.

789. Unreported repurchases of certificates or classes of certificates would and did result in a profit to the REMIC securitization and the REMIC re-securitization that went unreported, and which was not credited to Homeowners where the repurchase was, as was usually the case, far less than the original investment or with no monies invested at all. While Homeowners would never have entered into a transaction in which the true nature of this scheme was revealed, any profits, refunds, rebates, fees, points, costs or other income or gain should be credited on some basis to said Homeowners herein.

790. The end result of the false and misleading representations and material omissions of Plaintiff WSFS and/or Third-Party Defendants, and/or their agents and/or their predecessors as to the true nature of the mortgage loan, which Plaintiff WSFS 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").

791. At no time whatsoever did Plaintiff WSFS 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 WSFS 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 or true holder(s) in due course appeared, if there is one;

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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;

g. that a successive assignee or purchaser of the purported note and mortgage may not, upon assignment or purchase, unilaterally impose property insurance requirements different from those imposed as a condition of the original loan (also known as prohibition against increased forced-placed coverage) without the Homeowner's prior notice and consent;

792. In the Complaint against the Homeowners, Plaintiff WSFS has made false, deceptive and misleading representations concerning WSFS's standing to sue the Homeowners and its interest in the purported note and mortgage; falsely represented the status of the debt, in

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particular, that it was due and owing to WSFS at the time the suit was filed; falsely represented or implied that the debt was owing to WSFS 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 suits; and obtained access to South Carolina to collect on purported notes and foreclose on mortgages under false pretenses.

793. Plaintiff WSFS 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 note and mortgage.

794. 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 WSFS. 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.

795. Plaintiff WSFS's Complaint on the real property of the Homeowners are not accompanied by valid and/or authentic evidence that WSFS 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.

796. Plaintiff WSFS 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.

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797. Plaintiff WSFS filed the pending against the real property of the Homeowners without possessing legally enforceable, recorded assignment of mortgages from the actual mortgagees. WSFS 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.

798. Plaintiff WSFS's lawsuits also constitute an offense against justice and public administration, and therefore constitutes a pattern of corrupt activity in violation of the South Carolina Unfair Trade Practices Act ("UTPA"), pursuant to SC SEC 39-5-10 to -160, UPTA is patterned after section 5 of the Federal Trade Commission Act, 15 U.S.C. §45(a)(1).

799. The Plaintiff WSFS law firms regularly represented Wilmington in suits against the Homeowners and other homeowners similarly situated to collect on purported notes and foreclose on mortgages. Wilmington'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 WSFS has perpetrated its deceptive and unauthorized conduct.

800. Homeowners hold that Plaintiff WSFS 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.

FOR A FIRST CAUSE OF ACTION
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS)
Breach of the South Carolina Unfair Trade Practices Act

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

802. The Plaintiff WSFS, Third-party Defendants, their agents, and their predecessors have engaged in a pattern deceptive and unfair trade practices causing harm to the Defendants ("Homeowners") and thousands of other homeowners similarly situated in South Carolina and nationally, including, but limited to, their Complaint and arising out of the same transactions;

803. Actions of the Plaintiff WSFS and Third-party Defendants, itself and/or by and through its agents and servants, such actions including, but not necessarily being limited to, those stated in this pleading, constitute violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, et seq.;

804. Plaintiff WSFS and Third-party Defendants, their agents, servicers, title companies, and foreclosure law firms, through their sophisticated, elaborate, deceptive, and unfair trade practices, have caused the Homeowners and thousands of other homeowners to be in double jeopardy on their homes and have caused irreparable harm to the Homeowners and other homeowners that have either lost their homes to the aggressive, abusive, unscrupulous, unconscionable, and egregious debt collection practices and/or wrongful foreclosure practices or now are at a very high risk of losing their homes in the near future to an elaborate scheme to defraud unsuspecting homeowners of their homes in South Carolina and nationally;

805. These unfair and deceptive acts affect not only the Homeowners, but also its customers, who are other homeowners and members of the public and who will be damaged by the unfair and deceptive conduct of the Plaintiff WSFS and Third-Party Defendants.

806. The Plaintiff WSFS and Third-Party Defendants knew or should have known that the said actions were violations of the Unfair Trade Practices Act and were unfair and deceptive acts in trade or commerce;

807. These actions are capable of repetition, including, but not necessarily limited to, in that the Plaintiff WSFS and Third-party Defendants repeatedly engaged in a pattern or practice of such conduct;

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808. This is an action for violations of the South Carolina Unfair Trade Practices Act ("UTPA"), pursuant to SC SEC 39-5-10 to -160, UPTA is patterned after section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45(a)(1);

809. Plaintiff and/or Third-party Defendants never legally or lawfully acquired any interest in the purported note or mortgage instruments related to the Homeowners' residential real property, and allegedly "acquired" such interests solely through false, fraudulent, and unlawful means.

810. As set forth above, the Plaintiff WSFS and Third-party Defendants and/or its agents acting in concert with other persons or entities intentionally manufactured a scheme to defraud the Homeowners and other homeowners on a wide scale whereby the Plaintiff WSFS and/or Third-party Defendants, through the use of the mails, the public records, and the Courts, intentionally devised false and fraudulent documents relating to the claimed and alleged real-party-in-interest status of mortgage loans when the Plaintiff WSFS and Third-party Defendants had actual knowledge that they had no such status, doing so through perjured documents and material misrepresentations with the specific intent to commit theft of residential real property;

811. As set forth above, the Homeowners relied upon the Plaintiff WSFS and Third-party Defendants's representations (as any reasonably and similarly-situated homeowner would), which directly and proximately caused the Homeowners to suffer specific damages and other homeowners similarly situated;

812. The actions of Plaintiff WSFS and Third-party Defendants, and/or their agents were specifically directed to the Homeowners herein and other homeowners similarly situated;

813. In order to accomplish their objective, Plaintiff WSFS and Third-party Defendants developed and were part of an enterprise, which consisted of the Plaintiff WSFS and Third-party Defendants, and their agents including but not limited to various law firms, which worked together and in concert at the direction of the Plaintiff WSFS and Third-party Defendants for

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the specific purpose of furthering the pattern of unlawful activity set forth herein, including notary fraud and a regular pattern and practice of filing false and perjured documents in the public records to institute and further fraudulent foreclosures and steal residential real property from its owners.

814. As set forth herein below, Plaintiff WSFS and Third-party Defendants, through their predicate acts and pattern of criminal activity which Plaintiff WSFS and Third-party Defendants, and others engaged in throughout the State of South Carolina and elsewhere on a regular and continuous basis and with a defined and intentional purpose, conducted a nationalized fraud, the victims of which were the American homeowners including the Homeowners herein;

815. As set forth herein above and further herein below, Plaintiff WSFS and Third-party Defendants, together with the active aid, assistance, and agreement of other persons and/or entities and their respective agents, repeatedly, deliberately, intentionally, conspiratorially and with criminal intent received proceeds both directly and indirectly from a pattern of unlawful activity through theft, fraudulent practices, false pretenses, fraud, and perjury in the acquisition of title to and claimed rights, interest, and equity in real property;

816. As further set forth herein, the Plaintiff WSFS and Third-party Defendants and its agents and other persons and/or entities acting in concert who were employed and/or associated conducted and participated in such a pattern of unlawful activity including but not limited to a statewide pattern of filing false and perjured documents in the public records; instituting false and fraudulent foreclosure proceedings; and deliberately ignoring and failing to comply with applicable foreclosure laws;

817. As set forth herein above and herein below, the Plaintiff WSFS and Third-party Defendants its agents and other persons and entities also conspired and endeavored to violate the activities prohibited by South Carolina Unfair Trade Practices Act ("UTPA") and

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specifically engaged in their pattern of unlawful activity at the expense of the Homeowners and other homeowners similarly situated and for their own benefit;

818. Plaintiff WSFS, and its agents, and Third-party Defendants, and their agents and other persons and entities engaged in their pattern of unlawful activity through and arising out of a series of transactions and acts in Complaints and/or foreclosure filings against the Homeowners and on other homeowners throughout the State of South Carolina, which transactions and acts included the fraudulent foreclosure filings, wrongful misrepresentations as to perjured documents, and intentional failure to comply with foreclosure laws as set forth above;

819. As such, Plaintiff WSFS, Third-party Defendants, their agents, and/or predecessors and other persons and entities have violated the South Carolina Unfair Trade Practices Act ("UTPA"), with said actions:

(a) having the same intent (that being to obtain, through a pattern of theft, fraud, fraudulent activity, and false pretenses, monies and real property from innocent and unknowing homeowners and rightfully the property thereof);

(b) having the same results (that being the wrongful foreclosure of the Homeowners' real property to further the unjust enrichment;

(c) having the same victims (homeowners with mortgage loans); and

(d) having the same methods of commission (that being theft, fraud, false pretenses, and perjury).

820. Homeowners have been repeatedly been harmed by the Plaintiff WSFS, Third-party Defendants, and their agents and acting in concert with other persons and entities and exposed the Homeowners and other homeowners similarly situated to double jeopardy as well as thousands of other homeowners similarly situated in the State of South Carolina and nationally;

821. As a result, Homeowners have suffered and will continue to suffer ascertainable, actual, consequential and special damages proximately caused by the actions of Plaintiff WSFS and

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Third-party Defendants.

822. As set forth above, Homeowners and homeowners similarly situated in South Carolina and nationally have been injured and have suffered significant damages by reason of the Plaintiff WSFS and Third-party Defendants and their agents and acting in concert with other persons and entities in violation of the South Carolina Unfair Trade Practices Act ("UTPA");

823. The South Carolina Unfair Trade Practices Act provides: "Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." S.C. Code Ann. § 39-5-20(a) (1985). "Any person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by another person of an unfair or deceptive method, act or practice declared unlawful by § 39-5-20 may bring an action individually . . . to recover actual damages." S.C. Code Ann. § 39-5-140 (1985). An unfair trade practice has been defined as a practice that is "offensive to public policy or which is immoral, unethical, or oppressive." Wogan v. Kunze, 366 S.C. 583, 606, 623 S.E.2d 107, 120 (Ct. App. 2005) (citing deBondt v. Carlton Motorcars, Inc., 342 S.C. 254, 269, 536 S.E.2d 399, 407 (Ct. App. 2000)).

824. UTPA prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce" and addresses both consumer protection and anti-competitive behavior in the marketplace. Pursuant to SC SEC 39-5-140(a), UTPA provides for a private cause of action. Moreover, Homeowners may recover attorney fees and treble damages for a "willful" violation of the UTPA.

825. UTPA is not strictly tied to the FTC Act, see Miller v. W.H. Bristow, Inc., 739 F supp. 1044, 1055 (D.SC. 1990). South Carolina courts, therefore, "are. . . free to find [violations of the UTPA through] methods, acts or practices not heretofore specifically declared unlawful by

the FTC or the Federal courts." ...See Bostick Oil Co. v. Michelin Tire Corp., Commercial Div., 702 F.2d 1207, 1220 n. 25 (4th Cir. 1983) (citation omitted), cert. Denied, 482 U.S. 827 (1987).

826. South Carolina courts define the terms "unfair" and "deceptive" according to the facts of each case, see Young v. Century Lincoln-Mercury, Inc., 396 S E. 2d 105 (S.C. Ct. App. 1989). Some practices or misrepresentations are undeniably unfair. The Courts may consider whether the trade practice is "offensive to public policy or . . . immoral, unethical, or oppressive." See Young, 396 SE.2d at 108.

827. Homeowners' proving deception under the UTPA, need only show that Plaintiff WSFS, Third-party Defendants, their agents, and/or predecessors and other persons and entities "had the capacity, effect, or tendency to deceive." See Young, 396 S E.2d at 108. Moreover, the capacity to deceive can be found without a finding that anyone has actually been deceived. See State ex rel. McLeod v. Brown, 294 S. E. 2d 781, 783 (S.C. 1982) (citation omitted). In fact, "[e]ven a truthful statement may be deceptive if it has a capacity or tendency to deceive." See Young, 396 S.E. 2d at 108 (citation omitted). Given the broad reach of the UTPA as indicated by Young and State ex rel. McLeod, Homeowner's may have a valid cause of action under the UTPA regardless of whether the representation in issue relates to a present or pre-existing fact.

828. Homeowners' action is in the interest of the public. See 15 USC. § 45(b); Noack, 351 SE.2d at 350. Pursuant to SC SEC 39-5-20(a) (1991). Plaintiff WSFS, Third-party Defendants, their agents, and/or predecessors and other persons and entities violated UPTA by unfair or deceptive acts or practices "in the conduct of any trade or commerce." Trade or commerce is defined to include "any trade or commerce directly or indirectly affecting the people of this State" ...see SC SEC 39-5-10(b) (emphasis added).

829. Plaintiff WSFS, Third-party Defendants, their agents, and/or predecessors and other persons and entities and acting in concert with other persons or entities have had and will have an "impact on the public interest" by the unfair or deceptive acts or practices that have a

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"potential for repetition." See T Haley Nursery Co., Inc. v. Forrest, 381 SE. 2d 906 (S.C. 1989); see Goiser v. Harper, 413 S.E. 2d 845 (SC. Ct. App. 1991) (impact on public interest inferred from fact that deceptive offer made to other members of the public). There is no requirement, however, that the Plaintiff WSFS, Third-party Defendants, their agents, and/or predecessors and other persons and entities still be engaged in the unlawful practice in order for the Homeowners to bring this action. See State ex rel. McLeod v. Brown, 294 SE.2d 781 (SC. 1982).

830. Pursuant to SC 39-5-20(a), Plaintiff WSFS, Third-party Defendants, their agents, and/or predecessors and other persons and entities unfair and deceptive acts are actionable under the UTPA, because they must have occurred "in the conduct of any trade or commerce." Under the UTPA, trade and commerce "shall include the advertising, offering for sale, sale or distribution of any service and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity or thing of value wherever situate, and shall include any trade or commerce directly or indirectly affecting the people of this state." pursuant to SC SEC 39-5-10(b). These examples are illustrative and not exhaustive. "The statute's use of the words 'shall include' clearly suggests the legislature did not intend to limit 'trade' and commerce' to only the listed transactions." Baker v. Chavis, 410 S. E. 2d 600, 603 (S.C. 1991). See Sunshine Sportswear & Electronics, Inc. v. WSOC Television, Inc., 738 F.Supp. 1499, 1504 (D.S.C. 1989). Additionally, the words "trade" and "commerce" are synonymous ...see Baker v. Chavis, 410 S.E.2d at 603. Thus, trade is defined as both the business of buying and selling ... see In Baker, the court held time-share arrangements are subject to the UTPA because the leasehold's acquisition resulted from the "buying" of the club's equity. Id.

831. Pursuant to SC SEC 39-5-10(a), Corporate officers are subject to individual liability under the UTPA. For the UTPA's purposes, a "person" is defined to include "natural persons, corporations, trusts, partnerships, incorporated or unincorporated associations and any other

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legal entity." This definition encompasses controlling persons in a corporation. ...see State ex rel. McLeod v. C & L Corp., Inc., 313 S.E.2d 334 (SC. Ct. App. 1984). A controlling person is defined as "one who makes formulates and directs corporate policy or who is deeply involved in the important affairs of the corporation." ...Id. at 341. Under this definition, an upper echelon officer, such as the C.E.O. or secretary, is subject to individual liability under the UTPA. ... See State ex rel. Medlock v. Nest Egg Soc'y Today, 384 S.E.2d 381 (S. C. Ct. App. 1986). Furthermore, a principal can be held liable under the Act for the misrepresentations of his agent regardless of whether the principal had actual knowledge. "[The Act] should not be construed to increase the plaintiffs burden of proving liability. Its purpose is to give additional protection to the victims of unfair trade practices, not to make a case harder to prove than it would be under common law principles." ... see State ex rel. McLeod v. C & L Corp., Inc., 313 S.E. 2d at 339 (citation omitted).

832. Pursuant to SC SEC 39-5-160, UTPA should not be preempted by other statutory schemes to the extent the Act provides additional protection for the injured party because the UTPA states "[t]he powers and remedies provided by this article shall be cumulative and supplementary to all powers and remedies otherwise provided by law."

833. Damages pursuant to 39-5-140(a) under the UTPA, Homeowner's may recover damages for "any ascertainable loss of money or property . . . as a result of. . . an unfair or deceptive method, act or practice." Additionally, a party may recover attorney fees. Actual damage is defined as "the difference in value between that with which the plaintiff parted and that which he received." ...see Payne v. Holiday Towers, Inc., 321 S.E.2d 179, 182 (SC. Ct. App.1984) (citation omitted). Pursuant to 39-5-140(a), where "the unfair or deceptive method, act or practice was a willful or knowing violation of [the UTPA], the court shall award three times the actual damages sustained.

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834. Under UPTA, "willful" is found where a party "should have known" that his or her conduct violates the UTPA ...see State ex rel. Medlock v. Nest Egg Soc'y Today, 384 S.E.2d 384 (S.C. Ct. App. 1986) (citation omitted). "The standard is not one of actual knowledge, but of constructive knowledge. If, in the exercise of due diligence, persons of ordinary prudence engaging in trade or commerce could have ascertained that their conduct violates the Act, then such conduct is `willful' within the meaning of the statute." Id. To determine willfulness, a court considers only the actions at the time of the sale. ... see Ward v. Dick Dyer & Assoc., Inc., 403 S.E.2d 310, 313 (SC. 1991).Thus, CITI cannot mitigate the determination of treble damages through good deeds subsequent to their wrongful acts.

835. The UTPA does not require a showing of a contract, combination, or conspiracy. . ..see Bostick, 702 F. 2d at 1220. See supra note and accompanying text. , the UTPA is not limited to practices which are unlawful under section 5 of the FTC Act.123 . ..see See supra.

836. Intentional interference with contractual relations or fraudulent misrepresentation is a violation of UTPA. ...see Glaesner v. Beck/Arnley Corp., 790 F. 2d 384, 388 (4th Cir. 1986). Intentional interference with contractual relations will support a UTPA claim. The elements of a claim for intentional interference with contractual relations are "(1) the existence of the contract; (2) the wrongdoer's knowledge of the contract; (3) the intentional procurement of its breach; (4) the absence of jurisdiction; and (5) resulting damages." ... see Collins Music Co. v. Terry, 400 S.E.2d 783 (S.C. Ct. App. 1991). If the conduct in issue amounts to an intentional interference, and meets the UTPA requirements of trade or commerce and public impact, a cause of action under the UTPA exists. .. . see Camp v. Springs Mortgage Corp., 414 S.E.2d 784 (S.C. Ct. App. 1991).

837. The Homeowners have suffered damages as a result of the said actions.

838. Homeowners will seek to recover from Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, Fannie Mae, and DLJ

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Mortgage Capital Inc. and their agents actual and consequential damages that are caused by their misconduct. The unfair and deceptive actions were willful and knowing, and Homeowners are therefore entitled to recover an award of treble damages and its attorneys' fees from the Plaintiff WSFS and each of the Thirty-Party Defendants

839. Homeowners are thus entitled to demand and do demand threefold actual damages, statutory, special, and consequential damages against the Plaintiff WSFS, Thirty-Party Defendants, their agents, and/or predecessors in addition to attorneys' fees (if applicable) and costs.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A SECOND CAUSE OF ACTION
AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS
Civil Conspiracy

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

841. At all times material hereto, the Plaintiff WSFS, Third-party Defendants, and their agents and other persons and entities agreed, between and among themselves, and in combination with each other and various agents identified herein below ("Conspirators"), as to each overt act in furtherance of the conspiracy and enterprise, to engage in unlawful actions for a common purpose, to wit: to perpetrate a fraud upon Homeowners through fraudulent threats of foreclosure and fraudulent foreclosure filings whereby the Conspirators, and their agents, would obtain monies, under fraudulent pretenses, of the Homeowners' real property at the expense of the Homeowners and without compensating the Homeowners.

842. The employees of Plaintiff WSFS and Third-party Defendants, such as Fannie Mae and others acted within the scope of their official duties in their commission of acts that injured the Homeowners.

843. Plaintiff WSFS and Third-party Defendants combined for the purpose of injuring Homeowners through their illegal debt collection and foreclosure practices with intent to unlawfully convert the Homeowners' real property and permanently deprive the Homeowners thereof; and to cause all deleterious consequences of their actions to be saddled upon the Homeowners, which consequences include but are not limited to the loss of real property; the incurring of expenses; and the adverse effects of claimed defaults and foreclosures placed on the Homeowners' credit reports by the Plaintiff WSFS and Third-Party Defendants and/or their agents.

844. Plaintiff WSFS and Third-party Defendants agreed to engage in these unlawful actions with various agents including but not limited to, sub-servicers, title companies, foreclosure law firms hereinafter ("Conspirators") for purposes of instituting and furthering fraudulent foreclosures, which Conspirators and their agents being involved in the various transactions and with the Conspirators participating in each overt act in furtherance of the conspiracy to defraud and convert, and did so in order to accomplish the objective of defrauding Homeowners and misappropriating monies and real property from the Homeowners. As a direct and proximate result of the overt, concerted, and conspiratorial actions of the Conspirators through and with their agents, Homeowners have suffered significant damages. The conspiracy to defraud and convert engaged in by the above referenced parties, and other parties not named constitutes a separate and distinct independent tort which is separate and apart from any breach of any contract;

845. Plaintiff WSFS and Third-party Defendants never legally or lawfully acquired any interest in the purported note or mortgage instruments related to the Homeowners' residential

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real property, and allegedly acquired and/or obtained the right to enforce such interests solely through false, fraudulent, and unlawful means;

846. As set forth above, the Conspirators and/or its agents acting in concert with other persons or entities intentionally manufactured a scheme to defraud the Homeowners and other homeowners on a wide scale whereby the Conspirators, through the use of the mails, the public records, and the Courts, intentionally devised false and fraudulent documents relating to the claimed and alleged "ownership" and "holder" status of mortgage loans when they had actual knowledge that they had no such status, doing so through perjured documents and material misrepresentations with the specific intent to commit theft of residential real property;

847. As set forth above, the Homeowners relied upon the Plaintiff's, Fannie Mae's, and their agents representations (as any reasonably and similarly-situated homeowner would), which directly and proximately caused the Homeowners to suffer specific damages;

848. The actions of Plaintiff WSFS and Third-party Defendants and/or its agents were specifically directed to the Homeowners herein;

849. In order to accomplish their objective, Plaintiff WSFS and Third-party Defendants, and their agents developed and were part of an enterprise, which consisted of the Plaintiff and their agents, Third-party Defendants, and their agents, including but not limited to various law firms, which worked together and in concert at the direction of the Conspirators for the specific purpose of furthering the pattern of unlawful activity set forth herein, including title fraud, notary fraud, mortgage fraud, and a regular pattern and practice of filing false and perjured documents in the public records to institute and further fraudulent foreclosures and steal residential real property from its owners;

850. As set forth herein below, Plaintiff WSFS and Third-party Defendants, through their predicate acts and pattern of criminal activity which the Plaintiff WSFS and Third-party Defendants, and others engaged in throughout the State of South Carolina and elsewhere on a

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regular and continuous basis and with a defined and intentional purpose, conducted a nationalized fraud, the victims of which were the American homeowner including the Homeowners herein;

851. Plaintiff WSFS and Third-party Defendants agreed with parties not named, between and among themselves to engage in the conspiracy to defraud for the common purpose of accruing economic gains for themselves at the expense of and detriment to the Homeowners and other homeowners arising out of the same transactions of the CSMC 2018 RPL6 Trust and other homeowners similarly situated. The actions of Plaintiff WSFS and Third-Party Defendants and others were committed intentionally, willfully, wantonly, and with reckless disregard for the rights of the Homeowners. As a direct and proximate result of the actions of Plaintiff WSFS and Third-Party Defendants and their agents in combination resulting in fraud and breaches of fiduciary duties, Homeowners have suffered damages.

852. Homeowners have suffered actual and special damages as a result of the overt acts committed pursuant to the combined actions of the Plaintiff WSFS and Third-Party Defendants and others in improperly and unjustifiably conspiring to illegally foreclose on the real property of the Homeowners.

853. Homeowners will seek to recover from Plaintiff WSFS, CSMC TRUST, AND Third-Party Defendants FNMA, WSFS, CHRISTIANA, and DLJMC and their agents actual and consequential damages that are caused by their misconduct all actual, special, and consequential damages that are caused by their misconduct.

854. Homeowners demand the entry of Final Judgment against Wilmington Savings Fund Society, FSB, CSMC 2018 RPL6 Trust, Fannie Mae, Christiana Trust Company of Delaware and DLJ Mortgage Capital Inc., for actual, compensatory damages, and punitive damages, including interest, costs, attorneys' fees, and any other and further relief which is just and proper under the totality of the circumstances.

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WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A THIRD CAUSE OF ACTION
COUNTERCLAIM AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS)
Fraud and Misrepresentation

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

856. At all times material hereto, the Plaintiff WSFS, Third-Party Defendants and their agents, predecessors, and other persons and entities had actual knowledge that their written statements as to alleged "ownership" of the purported note and/or mortgage and the legal entitlement to demand monies from Homeowners and institute foreclosure proceedings were false statements of material fact which were false when made and known by said Plaintiff WSFS, Third-party Defendants, and their agents, and predecessors to be false when made;

857. Plaintiff WSFS, Third-party Defendants, and their agents, and predecessors made the subject false statements with the specific intent that the Homeowners rely thereon and with the separate specific intent, which separate specific intent was unknown to the Homeowners at the time, to defraud the Homeowners. It is legally impossible for any person or entity to have a valid and enforceable note to foreclose on the real property Homeowners;

858. Despite the purported note and/or mortgage was sold/securitized to a FNMA MBS Trust on or about December 1, 2005 and subsequently prepaid-in full from the FNMA MBS Trust as an extinguishment mortgage and/or of the purported note. Plaintiff WSFS instituted foreclosure proceedings in South Carolina where it claims, in official court filings an documents filed in the public records and sent to the Homeowners herein through the mails, to be the "Real-Party-in-

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Interest and has the right to enforce the purported note and mortgage and an "Assignee of the Mortgage" and the "Creditor" for purposes of attempting to justify legal entitlement to institute foreclosure proceedings, doing so based upon nothing more than either:

(a) unworn allegation unsupported by any evidence; and

(b) by a one page false, fraudulent, and forged "ROBO" signed document without authorization from NATIONSTAR at the behest of Fannie Mae fabricated by Nationwide Title Clearing, Inc. which is easily identified to be a forgery; and

(c) a canceled note and in Plaintiff WSFS's foreclosure effort, supported the allegation of Real-Party-in-Interest or that Plaintiff WSFS is or was entitled to initiate a foreclosure action on the Homeowners or Plaintiff legally acquired the full and unencumbered interest in either the purported note or the mortgage instrument. In South Carolina foreclosure proceedings, Plaintiff WSFS and/or its agents have also falsely alleged, in civil foreclosure actions and in public records filings which have been served on the Homeowners herein through the mails;

859. Plaintiff WSFS intentionally and willfully uttered, in writing throughout foreclosure proceedings in Beaufort County, SC and across South Carolina, the false and fraudulent misrepresentations as to the named Plaintiff WSFS for the sole and specific purpose of manufacturing bogus "assignments" of mortgages and in order to institute and further fraudulent foreclosure proceedings with the intent of said Plaintiff WSFS and their agents being the same across all jurisdictions: to wit, the theft of monies and/or real property from the owners thereof;

860. In furtherance of its well-entrenched and established scheme to defraud homeowners and to perpetrate fraudulent foreclosure proceedings for the purpose of wrongfully and illegally acquiring real property, Plaintiff WSFS 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 WSFS and Third-party Defendants and/or their agents and vendors have consistently filed false, fraudulent, perjured

ROBO documents containing notary fraud via 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 and is consistent with Plaintiff WSFS's pattern and Third-Party Defendants pattern of falsely misrepresenting the legal scope and effect of the mortgage assignments and invalid and unenforceable notes for purposes of manufacturing legal standing; and causing the execution of false and fraudulent "assignments" of mortgages to further fraudulent foreclosures statewide and nationally;

861. The specific pattern of unlawful activity of Plaintiff and Third-Party Defendants, which has been perpetrated upon the Homeowners and other homeowners similarly situated in Beaufort County, SC and in the State of South Carolina herein through fraudulent practices, in certain instances, actions involving perjury, is demonstrated by the specific instances of conduct set forth below, which conduct was executed with the same intent and in the same manner and means and with the same intended class of victims and intended results;

862. Plaintiff WSFS instituted actions to foreclose on the purported note against the Homeowners doing so without a valid mortgage assignment and with no evidence that Plaintiff legally acquired ownership of the purported note or holder interest in the loan;

863. The mortgage assignment to Plaintiff requested by Fannie Mae is void and shows intent of fraudulent conveyance to Plaintiff WSFS. The assignment is a legal impossibility in view of the FNMA MBS Trust securitization assignment that "closed" in 2005;

864. The assignment to the Plaintiff WSFS is fraudulent and illegal;

865. Plaintiff WSFS's allegations in the Complaint are fraudulent, constituting a fraud on the court and institution of fraudulent foreclosure litigation. The purported note, Plaintiff WSFS is without authority as the Plaintiff WSFS is not the owner or the Holder in Due Course;

866. Plaintiff WSFS is claimed to be the real-party-in-interest of the purported note and/or mortgage of a securitized mortgage loan sold and securitized to a FNMA MBS Trust which

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"closed" in December 2005 and the purported note was prepaid-in-full and the mortgage extinguished by the FNMA MBS Trust on or about December 22, 2010;

867. Payments demanded to be made to Plaintiff WSFS without evidence that Plaintiff WSFS owns the purported note or that it is shown to be owned by any person or entity.

868. The Complaint lawsuit filed by Plaintiff WSFS against Homeowners without evidence of ownership of the loan and where there is evidence that the loan was (allegedly) transferred to FNMA MBS Trust securitization trust in 2005 is Fraud upon the Court and fraudulent foreclosure filing. The illegal court proceedings instituted by Plaintiff WSFS against the Homeowners for a purported note and/or mortgage FNMA MBS Trust securitization which "closed" in 2005;

869. The Plaintiff WSFS and Third-party Defendants and their agents knowingly and intentionally concealed material information from Homeowners which is required by Federal Statutes and Regulations to be disclosed;

870. Plaintiff WSFS and Third-party Defendants also materially misrepresented material information to the Homeowners with full knowledge that their affirmative representations were false, fraudulent, and misrepresented the truth at the time said representations were made;

871. Under the circumstances, the material omissions and material misrepresentations of Plaintiff WSFS and Third-Party Defendants were malicious;

872. As a direct and proximate cause of the Plaintiff WSFS and the Third-party Defendants material omissions and material misrepresentations, Homeowners have suffered damages;

873. As a direct and proximate result of the actions and course of conduct of Plaintiff WSFS and the Third-party Defendants, and their respective agents, Homeowners have suffered damages;

874. The fraudulent conduct engaged in by the Plaintiff WSFS and the Third-party Defendants constitutes a separate and independent tort separate and apart from any breach of

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any contract;

875. Plaintiff WSFS and the Third-party Defendants disguised the transaction to create the appearance of the lender being authorized to do business and to enter into the subject transaction when in fact the real-party-in-interest was not disclosed to Homeowners, if there is one, as aforesaid, and neither were the various fees, rebates, refunds, kickbacks, profits and gains of the various parties who participated in this unlawful scheme;

876. The person to whom the purported note was transmitted or eventually "assigned", if it was assigned, was neither a financial institution nor an entity or person authorized, chartered or registered to do business in this State nor to act as banking, lending or other financial institution anywhere else;

877. As such, this fraudulent scheme, (which was in actuality a plan to trick the Homeowners was in fact a sham to use Homeowners interest in the real property to collect or foreclose;

878. Under Applicable law, the interest charged on this usurious mortgage prevents any collection or enforcement of principal or interest of the purported note, voids any security interest thereon, and entitles the Homeowners to recovery of all money or value paid to the Plaintiff WSFS and Third-party Defendants, their agents and predecessors, plus treble damages, interest, and attorney fees.

879. Under Applicable Law Homeowners are also entitled and demand a permanent injunction be entered against the Plaintiff WSFS preventing them from taking any action or making any report in furtherance of collection on this alleged debt which was usurious, as aforesaid, requiring the ROD of Beaufort County, SC in which the alleged mortgage and other instruments are recorded to remove same from the record, allowing the filing of said order in the office of the clerk of the property records where the subject property, "Loan transaction" and any other documents relating to this transaction are located and dissolving any lis pendens or notice of pendency relating to Plaintiff WSFS's purported claim.

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880. Homeowners will seek to recover from Plaintiff WSFS Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, Fannie Mae, and DLJ Mortgage Capital Inc. and their agents actual and consequential damages that are caused by their misconduct all actual, special, and consequential damages that are caused by their misconduct.

881. Homeowners demand the entry of Final Judgment against Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, Fannie Mae, and DLJ Mortgage Capital Inc. for compensatory damages, interest, costs, attorneys' fees, and any other and further relief which is just and proper under the totality of the circumstances.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A FOURTH CAUSE OF ACTION
COUNTERCLAIM AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS)
Slander of Title by Disparagement of Title

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

883. Mr. and Mrs. Field ("Homeowners") own the property upon which Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, and their agents brought and maintain an improper foreclosure lawsuit and Lis Pendens which were false, done with malice, published in the public records of the courts and property records of Beaufort County, SC which disparaged their property, causing special damages that are the proximate cause and result of Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, and their agents unauthorized, improper, slanderous, and disparaging acts. Slander title is a claim

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involving real estate in which one entity falsely claims to own another entity's property. It can also be casting aspersion on someone else's property or goods. It can be defined as a false and malicious statement, oral or written; made in disparagement of a person's title to real or personal property, or of some right of his, causing special damage.

884. Counter-Defendants Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, and their agents have done the essential elements of a slander title cause of action by their enumerated behaviors that include "the uttering and publication of the slanderous words by the defendant, the falsity of the words, malice, and special damages." In order to establish the elements of slander of title, the Counter Plaintiffs must prove that the Counter Defendants Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust have communicated to a third party a false statement disparaging title which has caused the Counter Plaintiffs actual damage. According to filing the lawsuit, including the imposition of the Lis Pendens and other enumerated published statements to third parties, they have committed Slander of Title by Disparagement of Title. Malice is presumed if the disparagement of title to real property is false, causes damage, and is not privileged. The term slander of title is somewhat of a misnomer because slander refers to that which is spoken. The tort slander of title lander requires publication. Although the term "slander" is more appropriate to the defamation of the character of an individual, yet the term "slander of title" has by use become a recognized phrase of the law. A slander of title suit can be made in a variety of circumstances including but not limited to the filing of an invalid lien against real property or virtually any type of recordable instrument recorded against a property by one without privilege which is untrue.

885. The Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of

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Delaware, CSMC 2018 RPL6 Trust, and Third-party Defendants, and their agents, and predecessors slandered the Homeowner's title by recording in the public land records a mortgage assignment that is false, forged, fabricated, fraudulent and unrelated to the purported note of which are by their terms dependent upon the existence of the purported note subject of this case;

886. These statements have diminished the value of the subject property in the eyes of third parties;

887. The Homeowners have suffered damages as the consequent and proximate result;

888. Homeowners will seek to recover from Plaintiff WSFS, CSMC TRUST, Third-Party Defendants FNMA, WSFS, CHRISTIANA, and DLJMC, their agents and predecessors for actual, consequential, and special damages that are caused by their misconduct.

889. Homeowners were damaged by the slander by disparagement of their title proximately caused by Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, their agents, and Third-Party Defendants, and predecessors as follows:

a). Physical injuries suffered by Mr. and Mrs. Field;

b). Mental suffering of Mr. and Mrs. Field;

c). Expenses incurred by Mr. and Mrs. Field as a result;

d). Injury to Mr. and Mrs. Field property, reputations, and financial standing;

e).. Value of money or property obtained by Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, their agents, and Third-Party Defendants through slander of title;

f). Loss of value, income and of profits caused by slander of title;

g). Pecuniary losses and money damages;
Impairment of vendability or value of property, impairment of property value;

h). Litigation expenses, attorney fees and costs;

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l). Punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, their agents, and Third-Party Defendants; and

j.) All other damages which this Court deems just and proper.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A FIFTH CAUSE OF ACTION
COUNTERCLAIM, AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS)
(Libel and Slander)

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

891. The Plaintiff WSFS, Third Party Defendants, and/or their agents have published statements and spoken statements concerning the Homeowners in writing and verbally;

892. Such statements include statements to the effect that the Homeowners is currently delinquent in its payments with regard to the loan subject of this action and is in default thereof;

893. These statements tended to impeach the honesty, integrity, virtue, creditworthiness, business soundness, and/or reputation of the Homeowners;

894. These statements were false;

895. These statements were published with malice by the Plaintiff WSFS, Third-Party Defendants, and/or their agents. These statements were published with the Plaintiff WSFS's and/or their agents knowledge of their falsity or with reckless disregard by the Plaintiff WSFS and/or their agents of whether they were true or false. These statements were libelous per se.

896. The publication by the Plaintiff WSFS and/or their agents of these statements has

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proximately caused damages to the Homeowners, such damages including, but not being limited to, embarrassment, humiliation, mental anguish and suffering, and damage to the Homeowners credit and reputation.

897. Homeowners will seek to recover from Plaintiff WSFS, CSMC TRUST, and Third-Party Defendants FNMA, WSFS, CHRISTIANA, and DLJMC, their agents, and/or predecessors actual and consequential damages that are caused by their misconduct all actual, special, and consequential damages that are caused by their misconduct.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A SIXTH CAUSE OF ACTION
COUNTERCLAIM AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS
(Violations of The Fair Debt Collections Practices Act)

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

899. At all times material, Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust and/or their agents, Third-Party-Defendants, and/or their agents and/or predecessors, counsel Bell Carrington Price & Gregg, LLC, Shellpoint Mortgage Servicing, and agents thereof, acted as a provider of information to the Credit Reporting Agencies, including, but not limited to Experian, Equifax, and TransUnion under the Federal Fair Credit Reporting Act;

900. Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust and/or their agents, Third-Party-Defendants, and/or their agents and/or predecessors, wrongfully, improperly, and illegally reported negative information

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as to the Homeowners to one or more Credit Reporting Agencies, resulting in Homeowner having negative information on their credit reports and the lowering of their FICO scores;

901. The Fair Debt Collections Practices Act (FDCPA), codified at 15 U.S.C. §1692 et seq., was enacted to give added protections to consumers who have been pursued by abusive debt collectors, such as the Plaintiff Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust and/or their agents, Plaintiff's counsel, Bell Carrington Price & Gregg, LLC, Shellpoint Mortgage Servicing, and agents thereof;

902. Pursuant to 15 USC sec. 1681 (s)(2)(b), Homeowners are entitled to maintain a private cause of action against the Plaintiff for an award of damages in an amount to be proven at the time of trial for all violations of the Fair Credit Reporting Act which caused actual damages to Homeowners, including emotional distress and humiliation. Homeowners are entitled to recover damages from the Plaintiff for negligent non-compliance with the Fair Credit Reporting Act;

903. Homeowners disputed the debt. Under the FDCPA, attorneys are "debt collectors". All of the above mentioned "debt collectors" have failed to disclose the true secured Creditor as required by the FDCPA in spite of repeated requests;

904. The above referenced law firm has failed to disclose the secured creditor, if there is one.

905. The Act also states that any attorney's fees or charges imposed by the debt collector that were not expressly authorized by the mortgage contract constitute violations;

906. Homeowners will seek to recover from Plaintiff WSFS, CSMC TRUST, and Third-Party Defendants FNMA, WSFS, CHRISTIANA, and DLJMC and their agents actual and consequential damages that are caused by their misconduct all actual, special, and consequential damages that are caused by their misconduct.

907. A "debt collector" who violates the FDCPA may be liable for any actual damages sustained by the violation, additional damages up to $1000 and the costs of the action, including reasonable attorneys fees.

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908. Homeowners are also entitled to an award of punitive damages against he Plaintiff for their willful noncompliance with the Fair Credit Reporting Act.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A SEVENTH CAUSE OF ACTION
COUNTERCLAIM, AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS)
(Unjust enrichment)

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

910. Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors cannot, in good conscience and equity, retain the benefits from their actions of charging fees. rebates, kickbacks, profits (including but not limited to from resale of mortgages and notes using Homeowners' identity, credit score and reputation without consent, right, justification or excuse as part of an illegal enterprise scheme) and gains and YSP fee unrelated to the closing.

911. Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors have been unjustly enriched at the expense of the Homeowners, and maintenance of the enrichment would be contrary to the rules and principles of equity.

912. Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors have also been additionally enriched through the receipt of payment from third parties including but not limited to investors, insurers, other borrowers, the United States Department of the Treasury, the United States Federal Reserve.

913. Plaintiff WSFS, Third Party Defendants, and/or their agents and/or their predecessors have wrongfully collected and/or attempted to collect payments from Defendants, or are

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attempting to charge and/or collect through this action, attorney fees, legal fees, foreclosure costs, late charges, property inspection fees, title search expenses, filing fees, broker price opinions, appraisal fees, and other charges and advances, and predatory lending fees and charges that are not authorized by a void mortgage and/or a discharged liquidated paid-in-full note.

914. Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors continue to wrongfully attempt to collect these illegal charges;

915. Homeowners demand restitution and will seek to recover from Plaintiff WSFS, CSMC TRUST, Third-Party Defendants FNMA, WSFS, CHRISTIANA, and DLJMC, and their agents, and/or predecessors actual, special, consequential, statutory, and exemplary damages that are caused by their misconduct.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR AN EIGHT CAUSE OF ACTION
COUNTERCLAIM AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD PARTY DEFENDANTS
Quiet Title to Property

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

917. Homeowners have sent or have caused to be sent authorized Qualified Written Requests to Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors which they have failed to properly answer.

918. The real party in interest on the lender side was the owner of the asset backed security

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issued as a MBS Trust, which no longer exists, the insurer through some claim of equitable interest, or the Federal government through the United States Department of the Treasury or the Federal Reserve. The security was a "securitized" bond deriving its value from the underlying mortgages of which the purported mortgage is no longer one. Thus, Homeowners are entitled to quiet title against Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors, clearing title of the purported subject mortgage encumbrance.

919. Homeowners are informed and believe and thereupon allege that Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors claim or might claim an interest in the property adverse to the Homeowners herein. However, the claim of Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors are without any right whatsoever, and that Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors have no legal or equitable right, claim, or interest in said property.

920. Homeowners therefore seeks a declaration that the title to the subject property is vested in Homeowners alone and that Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors herein, be declared to have no estate, right, title or interest in the subject property and that Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors be forever enjoined from asserting any estate, right, title or interest in the subject property adverse to Homeowners herein.

WHEREFORE, in this Count, Homeowners pray this Court will enter judgment against Plaintiff WSFS, as follows:

a. For an order compelling Plaintiff WSFS, Third-Party Defendants, and/or their agents, to transfer or release legal title and alleged encumbrances thereon and possession of the subject property to Homeowners herein;

b. For a declaration and determination that the Homeowners are the rightful holder of title to the property and that Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or

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predecessors herein, be declared to have no estate, right, title or interest in said property;

c. For a judgment forever enjoining Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors from claiming any estate, right, title or interest in the subject property;

d. For costs of suit herein incurred;

e. For such other and further relief as the court may deem proper.

WHEREFORE Rex A. Field and Tracy L. Field respectfully ask this Honorable Court Quiet Title to find that Mr. and Mrs. Field own their real property outright, free and unencumbered by any and all liens claimed by these Counter Defendants Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, to award the Homeowners their attorney fees and costs, permanent injunctive relief from these Counter Defendants, Third-Party Defendants and their successors, all other relief which this Court deems just and proper, and a trial by jury of all issues so triable.

FOR A NINETH CAUSE OF ACTION
COUNTERCLAIM AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD PARTY DEFENDANTS
Abuse of Process

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

922. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, and their agents, improper use of process by filing the Lis Pendens and Complaint, and each step in the furtherance of that improper lawsuit against Mr. and Mrs. Field ("Homeowners") were neither authorized nor warranted, and in which the trial court should hold to be "void *ab inito*" as void from the very time it was filed, and hold the Lis Pendens voidable and void it forever.

923. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust had an ulterior motive in making improper use of process, which was to tie up and alienate the property of the Homeowners, and prevent them from being able to obtain any financing, to sell their home, and also to take their home and any remaining equity at the time of the filing of the wrongful foreclosure lawsuit and Lis

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Pendens.

924. Homeowners were damaged by the improper use of process proximately caused by Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust as follows:

a. Physical injuries suffered by Mr. and Mrs. Field ;

b. Mental suffering of Mr. and Mrs. Field;

c. Expenses incurred by Mr. and Mrs. Field as a result of abuses;

d. Injury to Mr. and Mrs. Field's, property, reputations, and financial standing;

e. Loss of profits and money damages caused by Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust abuses;

f. Pecuniary losses;

g. Impairment of value of the property, impairment of property;

h. Litigation expenses, attorney fees and costs;

i. Punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust;

j. All other damages which this court deems just and proper.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

RELIEF SOUGHT

Homeowners' interest in monies and real property is being jeopardized by the actions of the Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors and through their concerted and well-entrenched pattern of unlawful activity specifically engaged in to wrongfully and through fraudulent means take possession, custody, and control of certain

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monies and real property of the Homeowners and other homeowners similarly situated in the State of South Carolina. Denial of the requested relief would be tantamount for rewarding the Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors and other persons and entities for their statewide pattern of unlawful activity. Any alleged harm to the Plaintiff WSFS and Third-Party Defendants, of which includes Fannie Mae, the largest Government Sponsored Enterprise ("GSE") in the world. The granting of the relief requested herein is in the public interest, as the consuming public of homeowners, including the Homeowners, has been, is being, and will continue to be harmed by the fraudulent and wrongful conduct of the Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors. Having set forth numerous legally sufficient causes of actions against the Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors; Homeowners pray for the entry of Final Judgment against the Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors in an amount not yet quantified but to be proven at trial and such other amounts to be proven at trial, and for costs and fees; that the Court find that the transactions the subject of this action are illegal and are deemed void; that the alleged foreclosure which was instituted be deemed and declared illegal and void and that further proceedings in connection with the foreclosure be enjoined:

WHEREFORE, The Defendant Homeowners pray for the Court to:

(a) Issue an Order dismissing the Complaint with prejudice;

(b) Deny the Plaintiff the relief it seeks in this action;

(c) Award the Defendants all actual damages, special, consequential damages, punitive damages, treble damages, and all applicable statutory penalties;

(d) Award the Defendants reasonable attorney's fees;

(e) Award the Defendants the costs and expenses of this action; and

(f) Grant the Defendants such other and further relief as the court deems just and proper.

Respectfully Submitted,

AFFIDAVIT

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

This day, March 24, 2021 Rex Field Tracy Field

Rex A. Field
PO Box 975
St. Helena, SC 29920
cyberport@protonmail.com
(803)-609-0410

Tracy L. Field

Sworn before me, this 24h day of March, 2021

Notary Public
State of South Carolina
Beaufort County

STEPHANIE MCALHANEY NOTARY PUBLIC SOUTH CAROLINA Exp. 10/10/2028

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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

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

Plaintiff

MOTION TO DISMISS COMPLAINT PURSUANT TO SCRCP RULE 12(B)(7)

vs.

Rex A. Field and Tracy L. Field

(Jury Trial)

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

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YOU WILL PLEASE TAKE NOTICE that Defendants Rex and Tracy Field (hereinafter "the Defendants") move before this court in the above-captioned action pursuant to Rules 12(b)(7) SCRCP, as well as pursuant to all other applicable law, for an order dismissing for failure to join a necessary party. The Defendants so move on the following grounds:

1. Christiana Trust Company of Delaware, ("CHRISTIANA TRUST") is a Delaware corporation formed under the laws of Delaware as a "Limited Purpose Trust" Company.
2. CHRISTIANA TRUST is purported "owner trustee" or purported "Trustee" of the CSMC 2018 RPL6 Trust.
3. The **CSMC 2018 RPL6**, "Delaware Statutory Trust", is one of the named Plaintiffs of the above referenced action, however, **CHRISTIANA TRUST, Trustee, is not named as a party**

Plaintiff. (emphasis added)

1. On December 18, 2018, an assignment of mortgage was filed in Beaufort County Register of Deeds ("ROD"). 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)."

2. The above referenced assignment of mortgage shows **CHRISTIANA TRUST, AS OWNER TRUSTEE ON BEHALF OF CSMC 2018-RPL6 TRUST,** however, the Plaintiff omitted "CHRISTIANA TRUST" as a named Plaintiff in the pending action, despite the obvious assignee of the purported assignment of mortgage.

3. The captioned Plaintiff is: Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, in contrast, the assignee is **WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS OWNER TRUSTEE ON BEHALF OF CSMC 2018-RPL6 TRUST.**

4. Christiana Trust Company of Delaware, ("CHRISTIANA TRUST") is a Delaware corporation formed under the laws of Delaware as a "Limited Purpose Trust", is a separate legal entity from the named Plaintiff. Thus, the Plaintiff is not the assignee of the purported mortgage assignment of which their standing relies, and the Plaintiff cannot avail themselves to the adjudication of this matter before this court.

5. Despite the Complaint being captioned improperly and failing to include a necessary Plaintiff, the Plaintiff has filed the present action seeking relief. Since the Plaintiff is not an assignee of the purported assignment of mortgage and CHRISTIANA TRUST is not a party to this

proceeding, the Plaintiff is not entitled to maintain the pending action as a matter of law.

THE COMPLAINT SHOULD BE DISMISSED FOR FAILURE TO JOIN CHRISTIANA TRUST AS A NECESSARY PARTY

6. South Carolina Rule of Civil Procedure 12(b)(7) states in relevant part that a case may be dismissed for "failure to join a party under Rule 19." "Once the defense of Rule 12(b)(7) is asserted, the proper course for the trial court is to determine the necessity of adding a new party under Rule 19 to insure a full adjudication of the controversy." BancOhio Nat. Bank v. Neville, 426 S.E.2d 773, 310 S.C. 323 (1993). Rule 19(a), in turn, states that, A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the subject matter of the action shall be joined as a party in the action if (1) in his absence complete relief cannot be accorded among those already parties, or (2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest. If he has not been so joined, the court shall order that he be made a party. If he should join as a plaintiff but refuses to do so, he may be made a defendant, or, in a proper case, an involuntary plaintiff. It is very important for the Court to first note SCRCP 19(c). This Rule states in full: "Any pleading asserting a cause of action for relief shall state the names, if known to the pleader, of any persons described in subdivision (a)(1)-(2) hereof who are not joined, and the reasons why they are not joined." The complaint fails to name CHRISTIANA TRUST COMPANY OF DELAWARE as a necessary party or the reasons why the Plaintiff failed to include them as a party. Through this complaint, the Plaintiff is alleging contrary to the purported assignment of mortgage filed in Beaufort County, SC ROD. The Plaintiff's pleading failure exposes the Defendants to liability for an improper and false Complaint. Therefore, CHRISTIANA TRUST should be added as a

necessary party or this case should be dismissed.

7. The Plaintiff is not the assignee of the purported assignment of mortgage upon which the Plaintiff relies for relief in their Complaint, they are not an assignee by assignment or otherwise. They are not entitled to maintain the pending action. The Plaintiff has no standing to request this court to interpret an assignment of mortgage to which they are not a party and have no interest. The Plaintiffs failed to include CHRISTIANA TRUST as a necessary party or explain why they were not joined. For all these reasons, the complaint should be dismissed.

WHEREFORE, The Defendants pray for the Court to:

(a) Issue an Order dismissing the Complaint with prejudice;

(b) Deny the Plaintiff the relief it seeks in this action;

(c) Award the Defendants reasonable attorney's fees;

(d) Award the Defendants the costs and expenses of this action; and

(e) Grant the Defendants such other and further relief as the court deems 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.

This day, April 8, 2021 Rex A. Field Tracy L. Field

Sworn before me, this 8th day of April, 2021

Notary Public
State of South Carolina
Beaufort County

BROOKE YOUNG NOTARY PUBLIC COMM. EXP. SOUTH CAROLINA

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

2021 FEB -8 P1 2:33

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 TO DISMISS COMPLAINT PURSUANT TO SCRCP RULE 12(B)(7)**

Estimated Time Needed: 15 minutes 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
Date submitted: 04/08/2021

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)

ELECTRONICALLY FILED - 2021 Apr 12 11:10 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

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

Plaintiff

vs.

Rex A. Field and Tracy L. Field

Defendants/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

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS COMPLAINT PURSUANT TO SCRCP RULE 12(b)(7) WITH PREJUDICE

(Jury Trial)

TO THE PLAINTIFF AND THIRD-PARTY DEFENDANTS ABOVE NAMED:

Defendants Rex and Tracy Field (hereinafter "the Defendants") submit this memorandum in support of their Motion to Dismiss Plaintiff's Complaint pursuant to Rules 12(b)(7) SCRCP and 17(a) with prejudice. The motion is based on the grounds that Plaintiff has failed to join a necessary party, lacks standing to assert the claims raised in the Complaint, and is not a real party in interest.

PLAINTIFF CANNOT AMEND ITS PLEADING TO CURE THE STANDING DEFECT

1. Standing is assessed at the time the action is commenced, not thereafter. As a general rule, standing must be determined at the time at which the Plaintiff's complaint was filed in order to place an actual case or controversy within the purview of the court. Put more succinctly, the

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Plaintiff must be able to show that they have been harmed at the time that the Complaint was filed. It would be improper for the Plaintiff to retroactively attempt to correct the standing defect by seeking substitution under Rule 17(a) of the Rules of Civil Procedure or by amending its pleading. A plaintiff must have standing on the date that his or her action is filed. Subsequent amendments of a complaint which seek to confer standing based on events occurring after the initial complaint was filed cannot cure this jurisdictional defect. Because standing is assessed when the action is initiated, Plaintiff lacks standing to file the pending action and cannot cure this defect even if it were granted leave to amend its pleadings, which motion Plaintiff has not even filed.

PLAINTIFF LACKS STANDING AND IS NOT A REAL PARTY IN INTEREST.

2. Plaintiff is lacking any ownership interest in the purported note and mortgage. Likewise, Plaintiff does not have any contractual right, nor has Plaintiff been injured or damaged by the Defendants in any way. Despite these facts, Plaintiff's Complaint asks this Court to grant relief based on frivolous allegations. Such tenuous and generic claims do not suffice to give a party standing to sue under the South Carolina law. A justiciable controversy is "a real and substantial controversy which is ripe and appropriate for judicial determination, as distinguished from a contingent, hypothetical or abstract dispute." Pee Dee Elec. Coop v. Carolina Power & Light Co., 279 S.C. 764, 301 S.E.2d 761, 761 (1983). The concept of justiciability encompasses the doctrines of ripeness, mootness, and standing. Holden v. Cribb, 349 S.C. 132, 137, 561 S.E.2d 634, 637 (Ct. App. 2002). To determine if Plaintiff has a justiciable controversy, standing must be assessed at the time the action is commenced, not at some later point. S.C. Dep't of Soc. Servs. v. Boulware, 422 S.C. 1, 7, "To have standing, one must have a personal stake in the subject matter of the lawsuit; i.e., one must be the 'real party in interest." Townsend v. Townsend, 323 S.C. 309, 474 S.E.2d 424, 427 (1996) (citation omitted). Rule 17(a) also

ELECTRONICALLY FILED - 2021 Apr 12 11:10 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

provides that "[e]very action shall be prosecuted in the name of the real party in interest." S.C. R. CIV. PRO. 17(a). "A real party in interest is one who "has a real, actual, material or substantial interest in the subject matter of the action, as distinguished from one who has only a nominal, formal, or technical interest in, or connection with, the action." Townsend, 323 S.C. at 309, 474 S.E.2d at 427 (citations omitted). "[T]he real party in interest is "the party who, by the substantive law, has the right sought to be enforced." and "[i]t is ownership of the right sought to be enforced which qualifies one as a real party in interest." Fisher on behalf of estate of Shaw-Baker v. Huckabee, 422 S.C. 234, 238, 811 S.E.2d 739, 741 (2018) (quoting Bank of Am., N.A. v. Draper, 405 S.C. 214, 220, 746 S.E.2d 478, 481 (Ct. App. 2013)).

3. The Plaintiff knowingly and willfully filed a frivolous Complaint and was intended to harass the Defendants, and as such, does not engage the jurisdiction of the court. The court, by dismissing with prejudice, can preclude burdening itself or another court with a future suit that simply should not be brought. A frivolous case does not engage the jurisdiction of the court. So frivolousness is an alternative jurisdictional ground for dismissal to lack of standing. A frivolous action lacking an actionable injury should be dismissed with prejudice, thereby foreclosing re-filing of the suit in any court.

4. The Plaintiff's behavior throughout the litigation employed a pattern of obfuscation and bad faith, and that this behavior caused the Defendants to incur significant fees and costs to oppose their positions.

CONCLUSION For the forgoing reasons, Plaintiff lacks standing to bring the claims asserted in its Complaint and is not a real party in interest. Defendants respectfully request this Court to grant its motion and dismiss all of the claims asserted by Plaintiff in the Complaint with prejudice and to award Defendant such other and further relief as the Court may deem just and proper.

ELECTRONICALLY FILED - 2021 Apr 12 11:10 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

AFFIDAVIT

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

Respectfully submitted,

This day, April 12, 2021 Rex Field Rex A. Field Tracy Field Tracy L. Field

Sworn before me, this 12h day of April, 2021

Brooke Young
Notary Public
State of South Carolina
Beaufort County

BROOKE YOUNG NOTARY PUBLIC COMM. EXP. 01-27-2031 SOUTH CAROLINA

ELECTRONICALLY FILED - 2021 Apr 12 11:10 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

EXHIBIT A

BK 3722 Pg 1349
FILE NUM 2018067339
12/18/2018 02:34:33 PM
RCPT# 915366
RECORDING FEES 6.00

ELECTRONICALLY FILED - 2021 Apr 12 11:10 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

When Recorded Return To:
Fannie Mae
C/O Nationwide Title Clearing, Inc.
2100 Alt. 19 North
Palm Harbor, FL 34683

CS Loan Number 0630945582
FNMA Loan Number 1700119966
NTC Loan ID 403295451

ASSIGNMENT OF MORTGAGE

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

Said Mortgage dated 10/07/2005, made by **REX A FIELD AND TRACY L FIELD** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR E*TRADE MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS** and recorded 10/13/2005 in the Recorder or Registrar of Deeds of **BEAUFORT** County, **South Carolina** in **Book 02249 and Page 2164.**

Modification: 03/10/2015 BK: 3384, PG: 1007.

Dated this 18th day of December in the year 2018
NATIONSTAR MORTGAGE LLC

Patrick McCabe
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

Tiffany Floyd
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 DOCRT111812-05:00:32 [C-1] EFRMSC1

D00344401821

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 JOIN THIRD-PARTY DEFENDANTS

(Jury Trial)

2021 APR 13 AM 8:43

YOU WILL PLEASE TAKE NOTICE that Defendants, Counterclaimants, and Third-Party Plaintiffs Rex and Tracy Field (hereinafter "the Defendants/Third-Party Plaintiffs") move before this court in the above-captioned action pursuant to Rules 13(h), 19, and 20 of SCRCP, as well as pursuant to all other applicable law for an order joining the Third-Party Defendants Federal National Mortgage Association (Fannie Mae), Wilmington Savings Fund Society, FSB, (in its individual capacity), Christiana Trust Company of Delaware, ("CHRISTIANA TRUST") and DLJ Mortgage Capital Inc. ("DLJMC") referred hereinafter collectively as ("Third-Party Defendants"). The Defendants have a pending Motion to Dismiss the Complaint Pursuant to SCRCP Rule 12(b)(7) with Prejudice, if granted, the above

referenced Motion would be moot.

The Defendants/Third-Party Plaintiffs so move on the following grounds:

1. In accordance with Rule 19 of the SCRCP, joinder is mandatory in the present matter as the Third-Party Defendants are necessary and indispensable to the current action and complete relief cannot be reached in their absence. It will be necessary for the Court to determine whether the wrongful acts complained of by Defendants/Counterclaimants/Third-Party Plaintiffs, via its counterclaims and third-party claims, are attributable to Federal National Mortgage Association (Fannie Mae), Wilmington Savings Fund Society, FSB, (in its individual capacity), Christiana Trust Company of Delaware, ("CHRISTIANA TRUST") and DLJ Mortgage Capital Inc. ("DLJMC"), and perhaps more importantly, it will be necessary for the Court to consider how any awarded damages associated with those wrongful acts are to be paid, and by whom. Such determination will impair and impede Defendants/Third-Party Plaintiffs' rights if made in the absence of the Third-Party Defendants. If this Court determines that the acts complained of by Defendants/Third-Party Plaintiffs against the Third-Party Defendants did in fact take place, but for the joinder of the Third-Party Defendants to the present action, Defendants/Third-Party Plaintiffs would be required to institute a separate action against them to obtain a judgment of liability – a duplicative endeavor and waste of judicial time and resources. For these reasons, the additional parties are necessary and indispensable, and moreover, their joinder is strongly favored in an effort to promote judicial economy, pursuant to Rule 19 of the SCRCP.
2. The fact pattern and evidence of the Plaintiff and Third-Party Defendants are well-establish as detailed more fully in Defendants numerous pleadings and motions, including "DEFENDANTS' FIRST AMENDED ANSWER, AFFIRMATIVE DEFENSES, COUNTERCLAIMS, AND THIRD-PARTY COMPLAINT; EXHIBITS", the pleading includes causes of action for Breach of the South Carolina Unfair Trade Practices Act, Civil Conspiracy, Fraud and Misrepresentation, Slander of Title by Disparagement of Title, Libel and Slander,

Violations of The Fair Debt Collections Practices Act, Unjust enrichment, Quiet Title to Property, and Abuse of Process.

3. In the absence of the Third-Party Defendants, complete relief cannot be accorded the Defendants and Third-Party Defendants may be liable to the Defendants for all or part of the Plaintiff's claim against the Defendants.

4. The instant motion to join the Third-Party Defendants is timely, the pleadings are in their early stages, the Plaintiff and the Third-Party Defendants have not yet an filed answer to the Counterclaim or Third-Party Complaint and neither party has initiated any discovery.

5. Based on the allegations in the Defendants/Counterclaimants/Third-Party Plaintiffs pleading asserts numerous causes of action that are inextricably linked to the Plaintiff's Complaint. The pleading supports joinder under Rules 13(h), 19, and 20, SCRCP. Under Rule 20, SCRCP, joinder is required to resolve this controversy as a whole and avoid the expense and complication of multiple lawsuits. Those allegations against the Third-Party Defendants are common and inextricably related to this litigation.

6. Under Rule 19, SCRCP, joinder is mandatory because the Third-Party Defendants are necessary and indispensable. It will be necessary in this litigation for the Court to make determinations as to whether various acts carried out by the Third-Party Defendants will impair and impede the rights of the Defendants, if made in their absence. If the Court finds the acts of the Third-Party Defendants to be null and void because they were fraudulent and wrongful, Defendants/Counterclaimants/Third-Party Plaintiffs would have to bring a separate action against them to obtain a judgment of liability - an obvious duplicative waste of judicial time and resources. If the Court avoids making determinations as to the allegations relating to the Third-Party Defendants, it will have failed to fully and finally resolve the core issues in this case. Those core issues would live on in a separate action by Third-Party Plaintiff against the Third-Party Defendants. In such a separate action, the Plaintiff would have to be joined as necessary

and indispensable party, just as the Third-Party Defendants are here. In effect, the same parties will continue to litigate the same essential dispute and this Court's efforts to resolve the situation would have been in vain.

7. The instant motion was filed without undue delay. The Defendants have diligently reviewed thousands of documents relating to the Third-Party Defendants and prepared the instant motion and as soon as it practically could.

THE INSTANT MOTION SUPPORTS JOINDER UNDER RULES 13(h), 19, and 20, SCRCP – Legal Standard for Rules 13(h), 19, and 20, SCRCP

8. Rule 13(h), SCRCP, explicitly incorporates Rules 19 and 20, SCRCP, to allow a defendant to join additional counterclaim defendants as parties to an action where at least one counterclaim is common to at least one of the plaintiffs and each of the additional counterclaim defendants. "Courts are to interpret Rule 13 liberally consistent with the general objectives of the Rule in order to 'avoid multiplicity of litigation, minimize the circuity of actions and foster judicial economy." See Hoffman v- Wisner Classic Mfg. Co., Inc., 927 F.Supp. 67, 74 (E.D.N.Y. 1996) (quoting 6 Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, Federal Practice and Procedur Civil 2d 1434); AllTech Communications, LLC v- Brothers, 601 F.Supp.2d 1255,1260 (N.D. Okla. 2008) (quoting Federal Practice 1435) ("Rule 13(h) only authorizes the court to join additional parties in order to adjudicate a counterclaim or cross claim that already is before the court or one that is being asserted at the same time the addition of a non-party is sought."); Rule 13(h), SCRCP, Comment ("Rules 13(a) through (i) are the same as the Federal Rules on counterclaims and cross-claims.").

9. Rule 20, SCRCP, for purposes of avoiding multiple lawsuits, liberally encourages the permissive joinder of parties when claims against them involve one or more common questions of law and fact. McGann v. Mungo, 340 S.E.2d 154,287 S.C. 561 (S.C. App. 1986) ("The new

rule allows several persons to join as plaintiffs in a single action 'if they assert any right to relief jointly, severally, or in the alternative in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences and if any question of law or fact common to all these persons will arise in the action. S.C.R.CIV.P. 20(a)."); Rule 20, SCRCP, Note ("This Rule 20(a) is substantially the same as the Federal Rule. This rule liberalizes joinder in State practice. It overrules cases like Hellams vs. Switzer, 24 S.C.39 (1885) which denied joinder to upstream farmers damaged by defendant's dam, because their interests were not identical as to damages required."); Saval v. BL, Ltd., 710 F .2d 1027, 1031 (4th Cir. 1983) ("Further, the rule should be construed in light of its purpose, which is to promote trial convenience and expedite the final determination of disputes, thereby preventing multiple lawsuits."); see e.g., Chan v, Thompson, 395 S.E.2d 731,735, 302 S.C. 285, 291 (CL App. 1990) ("There is some evidence these companies were set up by the Chans and utilized to channel sales away from Lisa Floral in such a way as to deprive the Thompsons of sales commissions. Permissive joinder of these companies was proper. Rule 20, SCRCP."). Additionally, under Rule 20, SCRCP, "a plaintiff need not be interested in obtaining all the relief demanded and judgment may be given for one or more of the plaintiffs according to their respective rights to relief." McGann, 340 S.E.2d at 158, 287 S.C. at 570 (internal citation omitted).

10. Rule 19, SCRCP, mandates the joinder of parties who are "necessary." Ex Parte Government 's Ins. Co 644 S.E.2d 699, 701,373 S.C. 132, 136-7 (2007). "A necessary party is one whose rights must be ascertained and settled before the rights of the parties to the action can be determined." Id. (quoting Slatton v. Slatton, 289 S.C. 128, 130, 345 S.E.2d 248,249 (1986). "It is mandatory that a necessary party be brought into the action." Id

11. Necessary parties become "indispensable" - meaning that the Court should not proceed in their absence - if the Court cannot afford complete relief among those already parties, or their interests might be impeded or impaired, or if the parties already in the suit are subjected to

substantial risk of incurring multiple or inconsistent obligations by reason of the absent party not being joined. Rule 19, SCRCP; Stewart v. State Crop Pest Com'n, 414 S.E.2d 121, 125, 307 S.C. 133, 139 (1992) ("In order to be an indispensable party, the action must (1) not afford complete relief among those already parties, or (2) impair or impede the absent parties' ability to protect its interest, or (3) leave parties already in the suit subject to substantial risk of incurring multiple or inconsistent obligations by reason of the absent party not being joined.").

APPLICATION OF RULES 13(h), 19, 20, SCRCP TO THE INSTANT MOTION

12. Here, the Defendants/Counterclaimants/Third-Party Plaintiffs' pleading includes causes of action against Third-Party Defendants for Breach of the South Carolina Unfair Trade Practices Act, Civil Conspiracy, Fraud and Misrepresentation, Slander of Title by Disparagement of Title, Libel and Slander, Violations of The Fair Debt Collections Practices Act, Unjust enrichment, Quiet Title to Property, and Abuse of Process.

13. These claims have also been asserted against the Plaintiff as counterclaims, thereby satisfying the simple requirement of Rule 13(h), SCRCP.

14. As to the application of Rule 20, SCRCP, the acts alleged in the Defendants/Counterclaimants/ Third-Party Plaintiffs' pleading completely undermine the validity and effect of the Plaintiff's Complaint that they rely upon to support their claims, and in like manner, they form the basis of the Defendants' defenses and counterclaims. The allegations against the Third-Party Defendants are therefore common and inextricably related to this litigation. See Rule 20, SCRCP and Comment; McGann, 340 S.E.2d at 158, 287 S.C. at 570; Saval, 710F.2d at 1031; Chan, 395 S.E.2d at 735, 302 S.C. at 291.

15. The Third-Party Defendants are also necessary and indispensable under Rule 19, SCRCP.

16. It will be necessary in this litigation for the Court to make determinations as to whether the Plaintiff's Complaint is valid, while Defendants' pleading alleges they are null and void. Both

sides seek declaratory judgments in their favor related to those allegations, and many of the other claims and counterclaims are dependent thereon. See Rule 19, SCRCP; Ex Parte Government Employee's Ins. Co., 644 S.E.2d at 701, 373 S.C. at 136-7; Slatton, 289 S.C. at 130, 345 S.E.2d at 249; Stewart, 414 S.E.2d at 125, 307 S.C. at 139.

17. Such determinations will impair and impede the rights of the Third-Party Defendants, if made in the proposed parties' absence. See Stewart, 474 S.E.2d at 125,307 S.C. at 139 ("In order to be an indispensable party, the action must . . . or (2) impair or impede the absent parties' ability to protect its interest...").

18. South Carolina Civil Rule of Procedure 19(a) provides in pertinent part:

> A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the subject matter of the action shall be joined as a party in the action if (1) in his absence complete relief cannot be accorded among those already parties, or (2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest.

"The principle behind this Rule is that whenever possible persons materially interested in the action should be joined so that they may be heard and a complete determination had." Rule 19, SCRCP note. The South Carolina Supreme Court has interpreted Rule 19, SCRCP to require that a party be a "necessary party" to be joined in an action pursuant to Rule 19. See Slatton v. Slatton, 289 S.C. 128. 130, 345 S.E.2d 248, 249 (1986). "A necessary party is one whose rights must be ascertained and settled before the rights of the parties to the action can be determined." Id.

19. A necessary party is "indispensable" if the Court cannot afford complete relief among those already parties, or if their interests might be impeded or impaired, or if the parties already in the suit are subjected to substantial risk of incurring multiple or inconsistent obligations by reason of the absent party not being joined.. Rule 19 SCRCP; Steward v. State Crop Pest Com'n, 414 S.E.2d 121, 125, 307S.C. 133. 139(1992).

20. South Carolina Rule of Civil Procedure 14(a) sets for the circumstances under which a defendant may bring in a third-party defendant. Rule 14(a) states as follows:

"At any time after commencement of the action a defending party, or a Third-Party Plaintiff, may cause a Summons and Complaint to be served upon a person not a party to the action who is or may be liable to him for all or part of the Plaintiff's claim against him."

21. The third-party plaintiff must have a substantive claim against the third-party defendant based on derivative liability. The outcome of the principal claim must impact the liability of the third-party defendant. First General Services of Charleston, Inc. v. Miller, 314 S.C.439, 442, 445 S.E.2d 446,447 (1994).

22. The South Carolina Supreme Court has held that that rules of joinder and intervention are to be liberally construed. Ex Parte Government Employee's Ins. Co., 644 S.E.2d 699, 373 S.C. 132 (S.C. 2007).

23. This motion is further supported by the pleadings in this case, applicable law, the applicable South Carolina Rules of Civil Procedure, and any memorandum of law which may be filed in support of this motion before or at the time of a hearing on this matter.

24. For these reasons, the additional parties are necessary and indispensable, and moreover, their joinder is strongly favored on grounds of judicial efficiency, pursuant to Rules 13(h), 19, and 20, SCRCP.

WHEREFORE, the Court respectfully should grant Defendants' motion to join the Third-Party Defendants.

Respectfully submitted,

This day, April 13. 2021 Rex Field Tracy Field

Rex A. Field
Tracy L. Field
PO Box 975
St. Helena, SC 29920
cyberport@protonmail.com
(803)-609-0410

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT) 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) **MOTION AND ORDER INFORMATION**
Plaintiff,)
vs.) **FORM AND COVERSHEET**
)
Rex A. Field, Tracy L. Field)
Defendant.)

2021 APR 13 AM 8:14

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: mpage@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: **MOTION TO JOIN THIRD-PARTY DEFENDANTS**

Estimated Time Needed: 30 minutes 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.

Ken Field Tracy Field
Signature of ☒ Defendants
Date submitted: 04/13/2021

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)

ELECTRONICALLY FILED - 2021 Apr 13 8:50 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

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

Plaintiff

vs.

Rex A. Field and Tracy L. Field

Defendants/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

SUPPLEMENTAL MEMORANDUM IN OPPOSITION TO STRIKE JURY DEMAND

(Jury Trial)

TO THE PLAINTIFF ABOVE NAMED:

Defendants Rex and Tracy Field (hereinafter "the Defendants") submit this memorandum in opposition to Plaintiff Motion to Strike Jury Demand.

1. On November 18, 2019,"Defendants' Motion for Case to be Heard by Jury Pursuant to SCRCP Rule 38(b)." On November 20, 2020, that motion was resolved in favor of the Defendants.
2. The Defendants have (far earlier than they were required to) served a jury demand.
3. Defendants answer contains at-law counterclaims, as in ***S.C. Cmty. Bank v. Salon Proz, LLC.***

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SALON'S COUNTERCLAIMS

"Generally, the relevant question in determining the right to trial by jury is whether an action is legal or equitable . . . ." Lester v. Dawson, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997). Because a foreclosure action is one sounding in equity, a party is not entitled, as a matter of right, to a jury trial. Wachovia Bank, Nat'l Ass'n v. Blackburn, 407 S.C. 321, 328, 755 S.E.2d 437, 441 (2014). Salon is entitled to a jury trial in this equitable action "only if the counterclaims are legal and compulsory." Carolina First Bank v. BADD, LLC, 414 S.C. 289, 295, 778 S.E.2d 106, 109 (2015). "A counterclaim is compulsory if it arises out of the same transaction or occurrence as the party's claim." Id. (citing Rule 13(a), SCRCP). Salon asserts its amended counterclaims meet the restrictions enunciated in BADD because they bear a logical relation to the foreclosure claim and arise out of the origination and administration of the subject mortgage loan. In BADD, a bank sought foreclosure after a company defaulted on two promissory notes. Id. at 291, 778 S.E.2d at 107. The bank also sued William McKown, who had executed a personal guaranty. Id. McKown demanded a jury trial and asserted counterclaims for civil conspiracy and breach of contract. Id. at 291–92, 778 S.E.2d at 107. However, the supreme court held McKown waived his right to a jury trial because his counterclaims were permissive. Id. at 292, 778 S.E.2d at 107. The supreme court stated, "In a foreclosure action, a counterclaim arises out of the same transaction or occurrence and is thus compulsory, when there is a 'logical relationship' between the counterclaim and the enforceability of the guaranty agreement." Id. at 295, 778 S.E.2d at 109. The court held the execution of the guaranty agreements was the "transaction or occurrence" and "McKown's civil conspiracy counterclaim [did] not arise out of that transaction or occurrence because it [bore] no logical relationship to either the execution or enforceability of the guaranty agreements." Id. Specifically, the alleged conspiracy took place two years after McKown executed the guaranty documents and, in effect, the counterclaim "presume[d] the enforceability of the guaranty agreements because the allegations, if true, would not render the guarantees unenforceable." Id. at 295– 96, 778 S.E.2d at 109. Likewise, the court held the breach of contract counterclaim was permissive because it depended on the alleged conspiracy "that took place, if at all, two years after the guarantees had been executed." Id. at 296, 778 S.E.2d at 110. "

"Here, Salon's amended answer raises six counterclaims: violation of the Unfair Trade Practices Act (UTPA), breach of contract and the covenant of good faith and fair dealing, breach of contract with fraudulent intent, slander of title, libel, and negligent misrepresentation. As at least one of Salon's counterclaims is legal and compulsory, Salon is entitled to a jury trial. See Blackburn, 407 S.C. at 330, 755 S.E.2d at 441–42 (stating when a complaint is equitable, no waiver exists, and there is a legal and compulsory counterclaim, then a party has a right to a jury trial on the counterclaim). For example, the UTPA claim is an action at law seeking treble damages. The substance of Salon's UTPA claim alleges Bank "engaged in a pattern of reneging upon promises to modify or otherwise restructure loans, including, but [not] limited to, the loan subject of this case." Were this allegation true, it could affect the loan's enforceability. Cf. BADD, 414 S.C. at 296, 778 S.E.2d at 109 (holding a counterclaim was permissive when its allegations, if true, would not have rendered the guaranty agreements unenforceable). Therefore, we find the UTPA claim was both legal and compulsory. See N.C. Fed. Sav. & Loan Ass'n v. DAV Corp., 298 S.C. 514, 518–19, 381 S.E.2d 903, 904–05 (1989) (holding a counterclaim alleging violation of the UTPA by breach of an oral agreement was both legal and compulsory)."

"Accordingly, we reverse and remand with instructions that the case be returned to the jury docket for further proceedings, including a hearing before the circuit court to determine the nature of any remaining counterclaims and any request for an order of reference as to equitable matters. See Blackburn, 407 S.C. at 329, 755 S.E.2d at 441 (stating when a party has a right to a jury trial on a counterclaim, the trial judge may order separate trials of the legal and equitable claims or may order the claims tried in a single proceeding)."

For the forgoing reasons, the Defendants respectfully request that the Court deny Plaintiff's Motion to Strike Jury Demand.

Respectfully submitted,

This day, April 13, 2021

Rex A. Field

Tracy L. Field

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EXHIBIT A

ELECTRONICALLY FILED - 2021 Apr 13 8:50 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

South Carolina Community Bank, Respondent,

v.

Salon Proz, LLC, Columbia Empowerment Zone, Inc. d/b/a The Columbia Empowerment Zone and Frank Mitchell, Defendants,

Of Which Salon Proz, LLC is the Appellant.

Appellate Case No. 2014-002627

Appeal From Richland County
Joseph M. Strickland, Master-in-Equity

Opinion No. 5481
Heard October 13, 2016 – Filed April 26, 2017

REVERSED AND REMANDED

Andrew Sims Radeker, of Harrison & Radeker, PA, of Columbia, for Appellant.

S. Nelson Weston, Jr., Charles Joseph Webb, and Carmen Vaughn Ganjehsani, all of Richardson Plowden & Robinson, PA, of Columbia, for Respondent.

MCDONALD, J.: Salon Proz, LLC (Salon), appeals the master-in-equity's order denying Salon's motion to transfer the case to the general jury docket. Salon argues (1) it did not waive its jury trial demand, (2) the clerk of court lacked the authority to refer the case, (3) if the clerk had the authority to refer the case, the

clerk erred in doing so, and (4) a return to the jury docket is required because Salon's amended answer demands a jury trial and creates new issues of fact. We reverse and remand.

FACTS/PROCEDURAL HISTORY

On October 26, 2011, South Carolina Community Bank (Bank) filed a foreclosure complaint against Salon for defaulting on an $883,634.04 note and mortgage. On November 23, 2011, Salon answered, raising several counterclaims and demanding a jury trial. In January 2012, Bank filed a Rule 12(b)(6) motion to dismiss Salon's counterclaims; on February 13, 2012, Bank moved to refer the case to the master pursuant to Rule 53, SCRCP. That same day, the clerk of court signed and filed an order of reference authorizing the master to take testimony, determine the issues involved, report findings of fact and conclusions of law to the circuit court, and "enter final judgment."[1] The order of reference was not appealed.

In August 2012, Salon obtained new counsel and filed a motion to transfer the case back to the general jury docket. At a hearing on this motion, Salon argued it did not waive its right to a jury trial by failing to appeal the order of reference because nothing in the record showed Salon's prior counsel ever received the order or any notice of its filing. Bank countered that the court would have mailed the order to Salon's counsel, who neither objected to the order nor appealed from it. On June 21, 2013, the master denied the motion to transfer the case back to the general docket without explanation.[2] Salon filed a motion to reconsider, but after a hearing, the master denied the motion as it related to the transfer.

STANDARD OF REVIEW

"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

[1] The date stamp on the motion to refer the case is 4:15 p.m.; the clerk stamped the order of reference at 4:16 p.m.

[2] Separately, the master allowed the parties to amend their pleadings. Salon's amended answer revised several of its counterclaims.

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question of law.'" *Id.* (alteration by court) (quoting *Vereries 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] reviewing court is free to decide questions of law with no particular deference to the [master].").

LAW/ANALYSIS

A. Waiver of Jury Demand

Salon asserts it did not waive its right to a jury trial by failing to appeal the order of reference because nothing in the record demonstrates its former attorney ever received notice of the order's entry or Salon otherwise voluntarily relinquished the right to a jury trial. We agree.

"Orders affecting the mode of trial affect substantial rights under S.C. Code Ann. § 14-3-330(2) (1977) and must, therefore, be appealed immediately." *First Union Nat. Bank of S.C. v. Soden*, 333 S.C. 554, 565, 511 S.E.2d 372, 377 (Ct. App. 1998). "The failure to immediately appeal an order affecting the mode of trial effects a waiver of the right to appeal that issue." *Id.* However, "[t]he right of trial by jury is highly favored, and waivers of the right are always strictly construed and not lightly inferred or extended by implication." *Keels v. Pierce*, 315 S.C. 339, 342, 433 S.E.2d 902, 904 (Ct. App. 1993). "In the absence of an express agreement or consent, a waiver of the right to a jury trial will not be presumed." *Id.*

The record contains no dispositive evidence addressing the question of whether Salon or its former counsel received notice of the entry of the order of reference. The only suggestion that Salon's former attorney *did* receive notice of the order was a statement made during the reconsideration hearing by a separate defendant's attorney that "[t]o the order of reference, it was referred. I do have a copy of it, and it was served on [former counsel]." However, no documentation of this alleged service appears in the record, and the attorney who made this statement did not explain the basis for her knowledge.[3] Under these circumstances, and given

[3] Neither this attorney nor her client are listed on the certificate of service that appears to accompany the motion to refer, and the certificate of service in the record simply references "the foregoing Motion." The record contains no proof of service as to the proposed order referring the case. Although the certificate of service was signed January 25, 2012, the motion, motion slip, and certificate of

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the important right involved here, we find no waiver of the right to a jury trial occurred following the proper jury demand. *See Keels*, 315 S.C. at 342, 433 S.E.2d at 904 ("In the absence of an express agreement or consent, a waiver of the right to a jury trial will not be presumed."). We decline to presume a waiver occurred when any evidence supporting such is sparse and ambiguous.

B. Clerk's Authority to Refer

Next, Salon argues the clerk lacked the authority to refer the case. We agree.

Rule 53(b), SCRCP, states in relevant part,

> In an action where the parties consent, in a default case, or an action for foreclosure, some or all of the causes of action in a case may be referred to a master or special referee by order of a circuit judge or the clerk of court. In all other actions, the circuit court may, upon application of any party or upon its own motion, direct a reference of some or all of the causes of action in a case. Any party may request a jury pursuant to Rule 38 on any or all issues triable of right by a jury and, upon the filing of a jury demand, the matter shall be returned to the circuit court.

Rule 38(b), SCRCP, states,

> Any party may demand a trial by jury of any issue triable of right by a jury by serving upon the other parties a demand therefor in writing at any time after the commencement of the action and not later than 10 days after the service of the last pleading directed to such issue. Such demand may be endorsed upon a pleading of the party.

Rule 39(a), SCRCP, provides,

> When trial by jury has been demanded as provided in Rule 38, the action shall be designated upon the calendar

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service are date-stamped February 13, 2012, and February 17, 2012. The record does not reflect the reason for the two date stamps on these documents.

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> and the clerk's filebook as a jury action. The trial of all issues so demanded shall be by jury, unless (1) the parties or their attorneys of record, by written stipulation filed with the court or by an oral stipulation made in open court and entered in the record, consent to trial by the court sitting without a jury or (2) the court upon motion or its own initiative finds that a right of trial by jury of some or all of those issues does not exist.

It is undisputed that Salon made a valid jury demand in its answer. *See* Rule 38(b), SCRCP (stating a party may serve a jury demand "not later than 10 days after the service of the last pleading" or the demand "may be endorsed upon a pleading of [a] party"). Because of Salon's valid jury demand, Rule 39 provides the action should have been designated as a jury action in the clerk's filebook unless the parties consented otherwise or the court found the right to a jury trial did not exist.

Despite the lack of consent, a court finding, or a hearing on the matter, the clerk signed Bank's proposed order referring the case. Admittedly, Rule 53(b) states that in a foreclosure action "some or all of the causes of action in a case may be referred to a master . . . by order of . . . the clerk of court." However, the clerk does not retain this power to refer a case when a party has already made a valid jury demand. To hold otherwise would give the clerk the power to disregard a demand made in the pleadings and require a party seeking a jury trial to file a second jury demand once the party's case was referred without the party's consent.[4] Such an interpretation is nonsensical. Because Salon demanded a jury trial in its initial answer, the clerk should not have referred the case, and the master erred in denying Salon's motion to transfer the case to the jury docket.

C. Salon's Counterclaims

"Generally, the relevant question in determining the right to trial by jury is whether an action is legal or equitable . . . ." *Lester v. Dawson*, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997). Because a foreclosure action is one sounding in equity, a

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[4] A note to Rule 53(b) explains that after the rule's 2002 amendment, the rule "permits referral of foreclosure cases to the [master] by order of the clerk of court. If there are counterclaims requiring a jury trial, any party may file a demand for a jury under Rule 38 and the case will be returned to the circuit court." Based on this note, Rule 53(b) gives clerks the power to refer some or all causes of action in a foreclosure case when a party *has not yet made* a jury demand under Rule 38.

party is not entitled, as a matter of right, to a jury trial. *Wachovia Bank, Nat'l Ass'n v. Blackburn*, 407 S.C. 321, 328, 755 S.E.2d 437, 441 (2014). Salon is entitled to a jury trial in this equitable action "only if the counterclaims are legal and compulsory." *Carolina First Bank v. BADD, LLC*, 414 S.C. 289, 295, 778 S.E.2d 106, 109 (2015). "A counterclaim is compulsory if it arises out of the same transaction or occurrence as the party's claim." *Id.* (citing Rule 13(a), SCRCP). Salon asserts its amended counterclaims meet the restrictions enunciated in *BADD* because they bear a logical relation to the foreclosure claim and arise out of the origination and administration of the subject mortgage loan.

In *BADD*, a bank sought foreclosure after a company defaulted on two promissory notes. *Id.* at 291, 778 S.E.2d at 107. The bank also sued William McKown, who had executed a personal guaranty. *Id.* McKown demanded a jury trial and asserted counterclaims for civil conspiracy and breach of contract. *Id.* at 291–92, 778 S.E.2d at 107. However, the supreme court held McKown waived his right to a jury trial because his counterclaims were permissive. *Id.* at 292, 778 S.E.2d at 107. The supreme court stated, "In a foreclosure action, a counterclaim arises out of the same transaction or occurrence and is thus compulsory, when there is a 'logical relationship' between the counterclaim and the enforceability of the guaranty agreement." *Id.* at 295, 778 S.E.2d at 109. The court held the execution of the guaranty agreements was the "transaction or occurrence" and "McKown's civil conspiracy counterclaim [did] not arise out of that transaction or occurrence because it [bore] no logical relationship to either the execution or enforceability of the guaranty agreements." *Id.* Specifically, the alleged conspiracy took place two years after McKown executed the guaranty documents and, in effect, the counterclaim "presume[d] the enforceability of the guaranty agreements because the allegations, if true, would not render the guarantees unenforceable." *Id.* at 295–96, 778 S.E.2d at 109. Likewise, the court held the breach of contract counterclaim was permissive because it depended on the alleged conspiracy "that took place, if at all, two years after the guarantees had been executed." *Id.* at 296, 778 S.E.2d at 110.

Here, Salon's amended answer raises six counterclaims: violation of the Unfair Trade Practices Act (UTPA), breach of contract and the covenant of good faith and fair dealing, breach of contract with fraudulent intent, slander of title, libel, and negligent misrepresentation. As at least one of Salon's counterclaims is legal and compulsory, Salon is entitled to a jury trial. *See Blackburn*, 407 S.C. at 330, 755 S.E.2d at 441–42 (stating when a complaint is equitable, no waiver exists, and there is a legal and compulsory counterclaim, then a party has a right to a jury trial on the counterclaim). For example, the UTPA claim is an action at law seeking

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treble damages. The substance of Salon's UTPA claim alleges Bank "engaged in a pattern of reneging upon promises to modify or otherwise restructure loans, including, but [not] limited to, the loan subject of this case." Were this allegation true, it could affect the loan's enforceability. *Cf. BADD*, 414 S.C. at 296, 778 S.E.2d at 109 (holding a counterclaim was permissive when its allegations, if true, would not have rendered the guaranty agreements unenforceable). Therefore, we find the UTPA claim was both legal and compulsory. *See N.C. Fed. Sav. & Loan Ass'n v. DAV Corp.*, 298 S.C. 514, 518–19, 381 S.E.2d 903, 904–05 (1989) (holding a counterclaim alleging violation of the UTPA by breach of an oral agreement was both legal and compulsory).

Accordingly, we reverse and remand with instructions that the case be returned to the jury docket for further proceedings, including a hearing before the circuit court to determine the nature of any remaining counterclaims and any request for an order of reference as to equitable matters. *See Blackburn*, 407 S.C. at 329, 755 S.E.2d at 441 (stating when a party has a right to a jury trial on a counterclaim, the trial judge may order separate trials of the legal and equitable claims or may order the claims tried in a single proceeding).

REVERSED AND REMANDED.

LOCKEMY, C.J., and KONDUROS, J., concur.

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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

SUPPLEMENTAL MEMORANDUM IN SUPPORT OF MOTION TO DISMISS COMPLAINT PURSUANT TO SCRCP RULE 12(b)(7) WITH PREJUDICE

(Jury Trial)

Defendants Rex and Tracy Field (hereinafter "the Defendants") submit this supplemental memorandum in support of their Motion to Dismiss Plaintiff's Complaint pursuant to Rules 12(b)(7) SCRCP and 17(a) with prejudice. The motion is based on the grounds that Plaintiff has failed to join a necessary party, lacks standing to assert the claims raised in the Complaint, and is not a real party in interest.

On 04/14/2021, one day before the motion hearing on 04/15/2021, the Plaintiff filed "MEMORANDUM OF LAW IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS AND MOTION FOR SANCTIONS" (Plaintiff's Memorandum").

1. The Defendants have had less than (24) twenty-four hours to defend against the Plaintiff's Memorandum.

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2. The Plaintiff's memorandum is irrelevant, frivolous, egregious, unconscionable, and only serves to harass and harm the Defendants, as such, their conduct is sanctionable.
3. The Defendants request that the Court strike the Plaintiff's Memorandum.
4. On December 26, 2018, the Defendants filed a voluntary Chapter 13. **The Defendants were not in default on any alleged debt claimed by the Plaintiff.** In fact, the alleged debt was disputed on the Defendants petition schedules.
5. Defendants subsequently filed an objection to Plaintiff's Proof of Claim, and then subsequently an Adversary Proceeding to challenge the validity, priority or extent of Wilmington's lien or other interest in his property.
6. On 6/26/2021, the Court issued "ORDER PROVIDING NOTICE" to consider abstention or dismissal of the Adversary Proceeding in connection with confirmation of the Plan.
7. The Defendants had to allow the Plaintiff's Proof of Claim in order to have the opportunity to have an Adversary Proceeding to challenge the validity, priority or extent of Wilmington's lien or other interest in his property in an Adversary Proceeding, otherwise, there would be no Adversary Proceeding.
8. As a result of the Defendants not being in default on any debt, the Defendants Chapter 13 Plan was not going to be confirmed.
9. On August 8, 2019, the BK Court issued an "Order", on page 15, footnote #13 states the following relating to Wilmington's "Proof of Claim"

   "This conclusion is without prejudice to the Court's determination of the validity, priority or extent of Wilmington SFS's lien or other interest in Debtor's property in the adversary proceeding filed by Debtor subsequent to the hearing." (emphasis added)
10. The above referenced August 8, 2021 Order was a necessary evil to establish the Proof of Claim, because without it, the Debtor's Adversary Proceeding to challenge the validity, priority or extent of Wilmington's lien or other interest in his property would not be permissible.

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11. On August 13, 2021, "ORDER DISMISSING CASE ON MOTION OF DEBTOR'S"
12. On August 13, 2021 "ORDER ON REQUEST TO DISMISS ADVERSARY PROCEDDING" states in part: **"Request for the Court to Isuue an Order to Allow Plaintiff/Debtor to Withdraw the Adversary Proceeding Without Prejudice" filed on August 13, 2021 by Plaintiff, he indicates his desire "to withdraw the adversary proceeding from the bankruptcy court without prejudice in deference to the state court adjudicating the matter..." Since the Court has previously indicated by an Order entered on June 26, 2019 that it was considering abstention in Plantiff's case, including the adversary proceeding the Court would consider the entry of an order abstaining from the above-captioned adversary proceeding to permit the parties to proceed with the matter in state court if Merscorp and Wilmington file correspondence within seven days of the entry of this Order indicating their consent or on objection to the Court's abstention in this matter. "**
13. On August 26, 2021, "AMENDED ORDER DISMISSING CASE WITH PREJUDICE AND GRANTING IN REM RELIEF" States in part: "At the hearing, **as a condition of granting Debtor's request for dismissal of the adversary proceeding without prejudice**, Debtor agreed to amend the prior order to provide that the dismissal of his bankruptcy case is with prejudice, barring him from refiling under any chapter of the Bankruptcy Code for a period of two years without authorization from the undersigned.
14. As stated above, the **dismissal of the adversary proceeding was without prejudice**, (emphasis added). The Plaintiff is playing legal gamesmanship by duping the bankruptcy court into believing that all claims were previously settled in state court, and duping the state court into believing that all claims are resolved in bankruptcy court, neither which are true.
15. By the dismissal the Defendants Homeowners voluntary Chapter 13 case and **dismissal of the adversary proceeding without prejudice**, the Defendants position relating to their property was returned to their original position prior to filing Chapter 13, which remains in dispute with

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the Plaintiff in the pending action.

16. The Plaintiff is abusing the court process to the highest degree possible, disparaging the Defendants through filing false, fraudulent, and frivolous pleadings, thus, disparaging and prejudicing the Defendants.

WHEREFORE, The Defendants pray for the Court to:

(a) Issue an Order dismissing the Complaint with prejudice;

(b) Deny the Plaintiff the relief it seeks in this action;

(c) Award the Defendants reasonable attorney's fees;

(d) Award the Defendants the costs and expenses of this action; and

(e) Grant the Defendants such other and further relief as the court deems 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, April 14, 2021

Rex A. Field

Tracy L. Field

Sworn before me, this 14th day of April, 2021

Notary Public
State of South Carolina
Beaufort County

B H MCDONALD
Notary Public-State of South Carolina
My Commission Expires
May 26, 2026

B H MCDONALD
My Commission Expires
NOTARY PUBLIC
05-26-2026
STATE OF SOUTH CAROLINA

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EXHIBIT A

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UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:	C/A No. 18-06502-JW
	Chapter 13
Rex A. Field,	**ORDER PROVIDING NOTICE**
Debtor(s).	

This matter comes before the Court for consideration of confirmation of the proposed chapter 13 plan filed by Rex A. Field ("Debtor") and for a hearing on Debtor's Objection to Claim of Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust ("Wilmington SFS"). These matters are scheduled for a continued hearing on August 9, 2019 at the United States Bankruptcy Courtroom, King and Queen Building, 145 King Street, Room 224, Charleston, SC 29401. During an earlier hearing on these matters, held on June 5, 2019, it became apparent that Debtor's bankruptcy case is essentially a two-party dispute between Debtor and Wilmington SFS regarding Wilmington SFS's purported mortgage claim on Debtor's property.[1] Debtor appears to be utilizing the bankruptcy court as a forum to raise issues regarding the validity of Wilmington SFS's mortgage claim under state law.[2] Following the June 5, 2019 hearing, Debtor filed an adversary proceeding, Adv. Pro. No. 19-80040-jw, to challenge the validity, priority or extent of Wilmington SFS's lien or other interest in his property.

[1] Debtor's schedules list only two other creditors: Verizon Wireless Services, LLC and Beaufort County Treasurer. It appears that Debtor is current in payments to both creditors.

[2] It further appears that Debtor was previously engaged in litigation in state court against Wilmington SFS's predecessor-in-interest, CitiMortgage, and that the issues raised by Debtor in this action may have been previously raised and determined by the state court.

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Based on the record and pursuant to 11 U.S.C. § 105, the Court believes it may be necessary to consider, in connection with confirmation, whether abstention pursuant to 28 U.S.C. § 1334(c)(1) and 11 U.S.C. § 305 would better serve the interests of Debtor and his creditors in this case or whether Debtor's case should be dismissed for cause pursuant to 11 U.S.C. § 1307. Notice is being provided at this time so the Court may consider with due process abstention or dismissal, **if it becomes appropriate,** without significant delay.

Therefore, the Court hereby provides notice that abstention under 28 U.S.C. § 1334(c)(1) and 11 U.S.C. § 305 and/or dismissal under 11 U.S.C. § 1307 may be considered in connection with confirmation on **August 9, 2019 at the United States Bankruptcy Courtroom, King and Queen Building, 145 King Street, Room 224, Charleston, SC 29401.** Any objection or response to abstention or dismissal of this case shall be filed with the Clerk of Court no later than **August 2, 2019.**

AND IT IS SO ORDERED.

FILED BY THE COURT
06/26/2019

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

John E. Waites
US Bankruptcy Judge
District of South Carolina

Entered: 06/26/2019

ELECTRONICALLY FILED - 2021 Apr 14 3:32 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

EXHIBIT B

ELECTRONICALLY FILED - 2021 Apr 14 3:32 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:	CHAPTER 13
Rex A. Field	CASE NO: 18-06502-JW
Debtor(s).	ORDER DISMISSING CASE ON MOTION OF DEBTOR(S)

This matter is before the Court on a motion to dismiss pursuant to 11 U.S.C. § 1307(b) filed by Rex A. Field.

IT IS ORDERED that:

1. The case of Rex A. Field is dismissed; and

2. Any fees due to the Clerk of Court pursuant to 28 U.S.C. § 1930 and the appendix thereto, shall be paid within ten (10) days of the entry of this Order, unless otherwise ordered by the Court.

AND IT IS SO ORDERED.

ELECTRONICALLY FILED - 2021 Apr 14 3:32 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

U.S. BANKRUPTCY COURT
District of South Carolina

Case Number: **18-06502-jw**

ORDER ON DEBTOR'S MOTION TO DISMISS CASE

The relief set forth on the following pages, for a total of 2 pages including this page, is hereby ORDERED.

FILED BY THE COURT
08/13/2019

UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA

Entered: 08/13/2019

John E. Waites

US Bankruptcy Judge ©
District of South Carolina

ELECTRONICALLY FILED - 2021 Apr 14 3:32 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

EXHIBIT C

ELECTRONICALLY FILED - 2021 Apr 14 3:32 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

In re, Rex A. Field, Debtor(s).	C/A No. 18-06502-JW Adv. Pro. No. 19-80040-JW Chapter 13 **ORDER ON REQUEST TO DISMISS ADVERSARY PROCEEDING**
Rex A. Field, Plaintiff(s), v. Wilmington Savings Fund Society, FSB, individually and D/B/A Christiana Trust, not in its individual capacity, as Owner Trustee for CSMC 2018 RPL-6 Trust, Federal National Mortgage Association, aka Fannie Mae, Merscorp Holdings, Inc., and Unknown Defendants 1-5, Defendant(s).	

This matter comes before the Court upon the Request by Debtor For Voluntary Dismissal of Chapter 13 Case and Dismissal of Related Adversary Proceeding Without Prejudice ("Dismissal Request") filed by Rex A. Field ("Plaintiff") on August 12, 2019 in both the above-captioned adversary proceeding and in Plaintiff's main bankruptcy case (C/A No. 18-06502-jw). Motions to Dismiss the Adversary Proceeding have been filed by Merscorp Holdings, Inc. ("Merscorp") and Wilmington Savings Fund Society, FSB not in its individual capacity but solely as owner trustee for CSMC 2018-RPL6 Trust ("Wilmington").

Based on Plaintiff's request, the Court has dismissed Plaintiff's main bankruptcy case pursuant to 11 U.S.C. § 1307(b). As to the dismissal of the adversary proceeding, in this

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Court's view, the dismissal of the main bankruptcy case does not always result in the automatic dismissal of any related adversary proceedings.

Therefore, the Court hereby schedules a hearing on the Dismissal Request for August 22, 2019 at 10:00 AM at the United States Bankruptcy Courtroom, King and Queen Building, 145 King Street, Room 225, Charleston, South Carolina, 29401.

The Court also notes that in the "Request for the Court to Issue an Order to Allow Plaintiff/Debtor to Withdraw the Adversary Proceeding Without Prejudice" filed on August 13, 2019 by Plaintiff, he indicates his desire "to withdraw the adversary proceeding from the bankruptcy court without prejudice in deference to the state court adjudicating the matter . . . ." Since the Court has previously indicated by an Order entered on June 26, 2019 that it was considering abstention in Plaintiff's case, including the adversary proceeding, the Court would consider the entry of an order abstaining from the above-captioned adversary proceeding to permit the parties to proceed with the matter in state court if Merscorp and Wilmington file correspondence within seven days of the entry of this Order indicating their consent or no objection to the Court's abstention in this matter.

AND IT IS SO ORDERED.

Columbia, South Carolina
August 13, 2019

FILED BY THE COURT
08/13/2019

UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA

John E. Waites
US Bankruptcy Judge
District of South Carolina

Entered: 08/13/2019

ELECTRONICALLY FILED - 2021 Apr 14 3:32 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

EXHIBIT D

ELECTRONICALLY FILED - 2021 Apr 14 3:32 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: Rex A. Field, Debtor(s).	C/A No. 18-06502-JW Chapter 13 **AMENDED ORDER DISMISSING CASE WITH PREJUDICE AND GRANTING IN REM RELIEF**

This matter came before the Court on the "Request by Debtor for Voluntary Dismissal of Chapter 13 Case and Dismissal of Related Adversary Proceeding without Prejudice," filed on August 12, 2019. Pursuant to 11 U.S.C. § 1307(b), the Court entered an order dismissing Debtor's bankruptcy case on August 13, 2019. A hearing was held on August 22, 2019, to consider Debtor's request for dismissal of the related adversary proceeding, Adv. Pro. No. 19-80040, as well as his motion to withdraw the adversary proceeding, his request for abstention, and the objections to such motions filed by the defendants in the adversary proceeding.

At the hearing, as a condition of granting Debtor's request for dismissal of the adversary proceeding without prejudice, Debtor agreed to amend the prior order to provide that the dismissal of his bankruptcy case is with prejudice, barring him from refiling under any chapter of the Bankruptcy Code for a period of two years without authorization from the undersigned.

In addition, with the express and informed consent of Debtor and Debtor's non-filing spouse, Tracy Field, made on the record at the hearing on their request to dismiss the adversary proceeding without prejudice, and pursuant to this Court's *sua sponte* authority

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under 11 U.S.C. § 105(a), the Court grants *in rem* relief as to the property located at 1 Dulamo Bluff Road, St. Helena Island, South Carolina 29920 (the "Property").

Accordingly, Debtor's case is hereby dismissed with prejudice for a period of two years as to all chapters of bankruptcy. Furthermore, the filing of any bankruptcy petition by Debtor, Tracy Field, or any other party, within the two-year period following the entry of this order shall not operate to stay efforts by Wilmington Savings Fund Society, FSB, individually and D/B/A Christiana Trust, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, or its successors and assigns, to collect its debt and foreclose on the Property unless otherwise ordered by the undersigned.

AND IT IS SO ORDERED.

FILED BY THE COURT
08/26/2019



Entered: 08/26/2019

John E. Waites

US Bankruptcy Judge
District of South Carolina

029860 33909029889019

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.

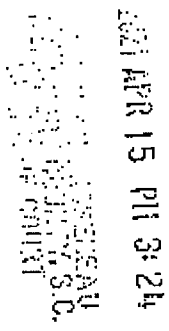
Federal National Mortgage Association (Fannie Mae)
Wilmington Savings Fund Society, FSB, (in its individual capacity)
Christiana Trust Company of Delaware
DLJ Mortgage Capital Inc.,
and Unknown Defendants 1-10

Third-Party Defendants

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

MOTION TO CONTINUE JURY TRIAL

(Jury Trial)



COMES NOW Rex A. Field and Tracy L. Field ("Defendants") pursuant to SCRCP Rule 7(c) hereby move this Court for a continuance on the jury trial trial roster scheduled for May 11, 2021 before the Honorable Judge McCoy.

YOU WILL PLEASE TAKE NOTICE that Rex A. Field and Tracy L. Field (hereinafter "the Defendants") hereby moves before this Court pursuant to all of the applicable South Carolina Rules of Civil Procedure ("SCRCP"), and Bateman and Rouse, 358 S.C. 667, 596 S.E.2d 386 (Ct. App.) as well as all other applicable law, for a dismissal of the above-captioned case for lack of jurisdiction or in the alternative. for an Order in the above captioned case continuing any jury trial roster scheduled for May 11, 2020 before Judge McCoy, the requested continuance is to allow time for the initiation of

hearings and/or reconsideration and/or initiation of appeal of proceedings to the South Carolina Court of Appeals or directly to The South Carolina Supreme Court. The grounds for this motion are as follows:

1. No notice of the scheduled jury hearing trial was sent to the Defendants.
2. There remains (3) three pending motions on the court docket as follows:

   a). **MOTION TO JOIN THIRD-PARTY DEFENDANTS**

   b). **MOTION TO DISMISS AMENDED ANSWER, COUNTERCLAIMS, AND THIRD PARTY COMPLAINT**

   c). **MOTION TO BE HEARD BY JURY TRIAL PURSUANT TO RULE SCRCP RULE 38(B).**

3. Thus, the case remains in The Court of Commons Pleas until those ~~two~~ three motions are heard by the circuit court.
4. The Defendants have not waived their right to (10) ten days notice of those motions and opposing counsel has agreed to wait to have those motions heard in The Court of Common Pleas.
5. Defendants do not waive their rights to in person hearings, and Defendants do not waive their right to trial by jury.
6. The Defendants hereby incorporate the entire Court record into this Motion.
7. The Defendants must state at the outset that they do not consent to a bench trial and expressly object to a bench trial in this matter, as clearly outlined in the pending motions, and Defendants are expressly not waiving subject matter jurisdiction or any other jurisdictional issue; Defendants are not waiving any "substantial rights"; Defendants are not waiving any rights to a jury trial; Defendants are not waiving any rights afforded under The United States Constitution, The South Carolina Constitution, The South Carolina Supreme Court Administrative Orders, case law, or codified through any state or federal statue.

8. 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 (Ct. App. 2004) (purpose of immediate appeal on right to particular mode of trial is to preserve party's constitutional right to trial by jury which would otherwise be lost.)" . .."We further conclude, as we have with regard to the right to a particular mode of trial, an order granting a motion to disqualify a party's preferred attorney must be immediately appealed or any later objection in a subsequent appeal will be waived. Cf. Flagstar Corp., 341 S.C. at 72, 533 S.E.2d at 333 (party is required to immediately appeal if denied a mode of trial to which he is entitled as a matter of right, and failure to do so forever bars appellate review of the issue)." The case is immediately appealable. Also see Court of Appeals ruling dated April 26, 2017 "South Carolina Community Bank vr. Salon Proz, LLC. In addition to the Order of Reference being immediately appealable, the Defendants have properly filed a Demand for Jury Trial on October 22, 2019 and have two pending motions, 1). Defendants' **"MOTION TO JOIN THIRD-PARTY DEFENDANTS"**, and 2). Plaintiff's **MOTION TO DISMISS AMENDED ANSWER, COUNTERCLAIMS, AND THIRD PARTY COMPLAINT."** 3). Defendants' **"MOTION TO BE HEARD BY JURY TRIAL PURSUANT TO RULE SCRCP RULE 38(B)** filed on

April 15, 2021
~~November 18, 2019~~. All of the above refrenced motions are still pending.

PLEASE TAKE FURTHER NOTICE that Defendants' Jury Trial Demand would be immediately appealable if denied, and the Plaintiffs Motion to Strike Defendants Demand for a Jury would be immediately appealable if granted because the court's order would deprive the Defendants of a mode of trial to which it is entitled as a matter of right, depriving Defendants of a substantial right. Defendants grounds for a continuance, objections, and/or a dismissal are as follows:

9. Any Order denying a jury trial would is immediately appealable.
10. If the Plaintiffs Motion to Strike Demand for Jury is granted, or the Defendants motions to return this case to the general docket are denied, such a ruling will be immediately appealable and must be immediately appealed by the Defendants in order for the Defendants' right to appeal to be preserved.
11. If the Defendants motions are decided against the Defendants, the Defendants will likely seek reconsideration and appeal those rulings.
12. The South Carolina Court of Appeals has previously noted that it is error for a court to proceed to hold a bench trial without allowing time for an appeal of a rulings from the trial court that a litigant does not have a right to a jury trial. Bateman. 358 S.C. At 390.
13. 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.
14. There is good cause for continuance.
15. The Defendants object to any Order of Reference ("Order") in its entirety, now or in the future. The Order was fraudulently obtained without jurisdiction, without authority, and without Notice to the Defendants and is void. The Clerk of Court in Beaufort County, SC referred the above-captioned case to the Master-in Equity ("MIE") via Order before the case commenced.
16. Pursuant to SCRCP Rule 3(a) A civil action is commenced when the summons and complaint

are filed with the Clerk of Court AND the summons and complaint are served.

17. In this case, the clerk referred the case to the MIE via the Order on October 17, 2019. the Defendants were served the Summons and Complaint on October 22, 2019. "The clerk, without jurisdiction and/or authority, attempted to commence the civil action in MIE, which was improper because the Master-in-Equity is only a court of referral or agreement. The Court of Common Pleas through an Order of Reference is the only way a case comes before the Master-in-Equity, parties may not initiate action in the Masters Court. In the Court of Common Pleas, the Circuit Court would have to obtain jurisdiction first via SCRCP Rule 3 and proper Notice, and then, if appropriate, refer the case to the MIE. The Court of Common Pleas never obtained jurisdiction because the action had not commenced in the Court of Common Pleas before the Clerk of Court transferred the ease via Order of Reference to the Master-in-Equity. As such, the action could not ever, should not ever, or would not ever commence in Master-in Equity and the MIE could not possibly obtain jurisdiction before the Court of Common Pleas, likewise, the action never commenced in Common Pleas because it was improperly referred to MIE before Common Pleas Court obtained jurisdiction, thus, the Master-in-Equity has no jurisdiction because the case was referred with a void Order. Without the Common Pleas obtaining jurisdiction before the case was referred, the clerk's improper void referral caused both the Court of Common Pleas and the MIE to not have jurisdiction. Consequently, the clerk having had no jurisdiction and/or no authority to refer the case to the Master-in-Equity ("MIE") before the case commenced and without notice, the resulting Order of Reference is VOID. A void order is an order issued without jurisdiction and is void ab initio and does not have to be declared void by a judge to be void. Only an inspection of the record of the case showing that the Clerk of Court was without jurisdiction or violated a person's due process rights, or where fraud was involved in the attempted procurement of jurisdiction, is sufficient for an order to be void. In instances herein, the law has stated that

the orders are void ab initio and not voidable because they are already void. Black's Law Dictionary: "Void judgment. One which has has no legal force or effect, invalidity of which may be asserted by any person whose rights are affected at any time and at any place directly or collaterally. One which from its inception is and forever continues to be absolutely null, without legal efficacy, ineffectual to bind parties or support a right, of no legal force and effect whatever: and incapable of confirmation, ratification, or enforcement in any manner or to any degree. Judgment is a "void judgment" if court that rendered judgment lacked jurisdiction of the subject matter, or of the panics, or acted in a manner inconsistent with due process.

18. Defendants properly filed a Demand for a Jury Trial on October 22. 2019, Defendant's have a pending motion to transfer the case to the general jury docket **"MOTION TO BE HEARD BY JURY TRIAL PURSUANT TO RULE SCRCP RULE 38(B), the pending motion has not been heard by The Court of Common Pleas.** Defendants object to a bench trial because they have not waived their right a jury trial.
19. Defendants object because the clerk of court lacked the authority to refer the case to the Master-in-Equity, if the clerk had the authority to refer the case, the clerk erred in doing so. and a return to the jury docket is required because the defendants properly demanded a jury trial.
20. The above captioned-action remains in The Court of Common Pleas unless and until the pending motions are heard.
21. The Defendants object to the Order of Reference and object to the scheduled bench trial because the Defendants are not in default in the case. Defendants have not consented to a Order of Reference, Defendants have not consented to a bench mode of trial, Defendants have not consented to MIE jurisdiction, Defendants have not been served written Notice of the Order of Reference, and Defendants have not waived their rights to due process or a jury trial.
22. Defendants object because Master-in-Equity has no jurisdiction in this matter. the Order of Reference is void, and the Defendants have expressly preserved their rights of due process and

properly demanded a jury trial, which may be demanded at any time after the commencement of an action. Nothing in the Court record shows Defendants ever received the Order of Reference or any notice of its filing, and the case was referred by the Clerk of of Court before the commencement of the action without jurisdiction and/or authority.

23. Defendants have not waived their right to a jury trial, nothing in the record demonstrates Defendants ever received notice of the order's entry or that Defendants otherwise voluntarily relinquished the right to a jury trial. No waiver of the right to a jury trial has occurred following the Defendants proper jury demand.

24. Defendants object because Clerk of Court or the judge or anyone else lacked the authority to refer the case. Rule 53(b), SCRCP, states in relevant part, "In an action where the parties consent, in a default case, or an action for foreclosure, some or all of the causes of action in a case may be referred to a master or special referee by order of a circuit judge or the clerk of court. In all other actions, the circuit court may, upon application of any party or upon its own motion, direct a reference of some or all of the causes of action in a case. Any party may request a jury pursuant to Rule 38 on any or all issues triable of right by a jury and, upon the filing of a jury demand, the matter shall be returned to the circuit court." Rule 38(b), SCRCP, states, "Any party may demand a trial by jury of any issue triable of right by a jury by serving upon the other parties a demand therefor in writing at any time after the commencement of the action and not later than 10 days after the service of the last pleading directed to such issue. Such demand may be endorsed upon a pleading of the party." Rule 39(a), SCRCP, provides, "When trial by jury has been demanded as provided in Rule 38, the action shall be designated upon the calendar and the clerk's filebook as a jury action. The trial of all issues so demanded shall be by jury, unless (1) the parties or their attorneys of record, by written stipulation filed with the court or by an oral stipulation made in open

court and entered in the record, consent to trial by the court sitting without a jury or (2) the court upon motion or its own initiative finds that a right of trial by jury of some or all of those issues does not exist," Defendants made a valid jury demand. See Rule 38(b), SCRCP (stating a party may serve a jury demand "not later than 10 days after the service of the last pleading" or the demand "may be endorsed upon a pleading of [aj party").

25. Because of Defendants valid jury demand, Rule 39 provides the action should have been designated as a jury action in the clerk's filebook unless the parties consented otherwise or the court found the right to a jury trial did not exist. Despite the lack of notice, knowledge, consent, or default by the Defendants, a court finding, or a hearing on the matter, and without having jurisdiction or authority, the clerk signed opposing counsel's proposed order referring the case before the commencement on the above-caption case. Admittedly, Rule 53(b) states that in a foreclosure action "some or all of the causes of action in a case may be referred to a master by order of the clerk of court." However, the clerk does not retain this power to refer a case before the commencement of an action, without jurisdiction, and/or without notice. To hold otherwise would give the clerk the power to refer every case to the Master-in-Equity before a ease commences without jurisdiction, without authority, without notice, without consent, without a default, without due process, such an interpretation is nonsensical.

26. South Carolina is a judicial foreclosure state, in the above captioned action, the clerk bypassed The Court of Common Pleas entirely depriving the Defendants of due process and substantial rights. The clerk should not have referred the case before the case commenced, without notice, and without a proper legal and procedural basis. Because Defendants have properly demanded a jury trial, the clerk has erred in denying Defendants request to transfer the case to the jury docket.

27. Defendants object to a bench trial because the Defendants were denied due process, Defendants are not waiving their rights to due process.

28. Defendants Defenses and Counterclaims ~~have~~ were not been filed because there is a STAY on the case pursuant to The South Carolina Supreme Court Administrative Order 2049-05-22-01 relating Foreclosure Intervention and the Defendants ~~have~~ had 30 days after opposing counsel filed a certification of completion to file an Answer and/or otherwise respond. Opposing counsel's preemptive proposed Order and the clerk's Order. has deprived the Defendants of due process. deprived the Defendants the STAY pursuant to Foreclosure Intervention,

29.

30. Defendant's object because the Plaintiffs counsel and the clerk have deprived the Defendants of proper and orderly case administration and deprived the Defendants of substantial rights. Plaintiff's counsel has repeatedly thrown this case into utter chaos through their own failure to follow proper procedure, failure to follow proper notice, failure to follow proper jurisdiction, failure to follow Supreme Court Administrative Orders, and failure to follow state and federal law.

31. Defendants object because it is unprecedented that an Order of Reference would be obtained by the clerk before the commencement of an action and without notice, violates the South Carolina Rules of Civil Procedure Rule 3, is without jurisdiction and/or authority.

32. The Defendants ~~not yet~~ HAVE filed counterclaims are legal and compulsory, 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)

33. This motion is also based upon all applicable statutory law, case law, common law, and, the record in this action.

34. A bench trial cannot be heard in Master-in Equity as the Order of Reference is void, without

jurisdiction, without notice, without authority, and deprives the Defendants of substantial rights, any order by the judge or clerk is immediately appealable. The Defendants motions are immediately appealable if denied and the Plaintiff's motion would be immediately appealable if granted, a void order is an order issued without jurisdiction and is void *ab initio* and does not have to be declared void by a judge to be void.

35. Only an inspection of the record of the case showing that the clerk was without jurisdiction or violated a person's due process rights, or where fraud was involved in the attempted procurement of jurisdiction, is sufficient for an order to be void, leaving the Master-in-Equity with no jurisdiction in this matter.

36. The above-captioned action was over before it started. Jurisdiction is generally defined as "the authority to decide a case one way or the other. Without jurisdiction, a court cannot proceed at all in any cause; jurisdiction is the power to declare law, and when it ceases to exist, the only function remaining to a court is that of announcing the fact and dismissing the cause"

37. When the Court has no jurisdiction, the only thing left to do is dismiss the case. in the alternative, continue the Trial for the above aforementioned reasons.

WHEREFORE, Defendants pray that this Honorable Court dismiss the above-captioned action with prejudice, or issue an order to continue the jury trial, and any other relief that is just and proper.

Respectfully submitted,

This day, April 15, 2021 Rex Field Tracy Field

Rex A. Field
PO Box 975
St. Helena, SC 29920
(803)-609-0410

Tracy L. Field

Exhibit A

Beaufort County
Fourteenth Judicial Circuit
Public Index



Switch View

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

Case Number:	2019CP0702279	Court Agency:	Beaufort County Common Pleas	Filed Date:	10/11/2019
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Jury
Status:	Pending	Assigned Judge:			
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:	CP Jury (McCoy) May 11, 2021		

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Christiana Trust Company of Delaware					Defendant		02/23/2021
Csmc 2018-Rpl6 Trust					Plaintiff		04/05/2021
DLJ Mortgage Capital Inc					Defendant		03/26/2021
Dulamo Estates Homeowners Association Inc(Inactive)					Defendant		01/15/2020
Fannie Mae					Defendant		02/23/2021
Federal National Mortgage Association					Defendant		03/23/2021
Field, Rex A	P.O. Box 975 Saint Helena Island SC 29920				Defendant Pro Se		10/22/2019
Field, Rex A	Po Box 975 Saint Helena Island SC 29920				Defendant		04/13/2021
Field, Tracy L	P. O. Box 975 Saint Helena Island SC 29920				Defendant		02/14/2020
Field, Tracy L	P.O. Box 975 Saint Helena Island SC 29920				Defendant Pro Se		10/22/2019
Milam, George Benjamin	214 N. Tryon St. Suite 3700 Charlotte NC 28202				Defendant Attorney		03/18/2021
Page, James Martin	339 Heyward Street 2Nd Floor Columbia SC 29201				Plaintiff Attorney		12/18/2019
Radeker, Andrew Sims(Inactive)	PO Box 50143 Columbia SC 29250				Defendant Attorney		01/22/2021
Unknown Defendants 1-10					Defendant		02/23/2021
Wilmington Savings Fund Society Fsb Individual Capacity					Defendant		03/26/2021
Wilmington Savings Fund Society Fsb not in its individual					Plaintiff		04/09/2021

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Beaufort County Fourteenth Judicial Circuit - Roster Details
CP Jury (McCoy) May 11, 2021

	Beaufort County Common Pleas		McCoy		597
	Jury		05/11/2021		05/14/2021

Number of cases = 11

#	Case	Plaintiff Attorney	Defendant Attorney	Filed Date	Sub Type	Status	Notes
1	2017CP0701922 George Johnson VS Beaufort County	Barry L. Johnson (843) 815-7121 William Lamar Johnson II (843) 815-7121 x228 Stephen Harrison Williams (843) 815-7121	Otto Edworth Lüpfert III (843) 521-4242	09/22/2017	Breach of Cont 140	Pending	Not Before Date:12/02/2019
[illegible]							
3	2018CP0702120 Lawrence Eugene Crosby VS Cathy Lee Lolik	Robert S. Metro (843) 842-5297	Ernest Mitchell Griffith (843) 521-4242 Hillary Grace Meyer (843) 681-6500 W. Toland Sams (843) 524-4189	10/26/2018	Motor Veh Accid 320	Pending	Not Before Date:10/01/2020
[illegible]							
5	2019CP0701442 Regina M Banks , plaintiff, et al VS Eustaquia Cristobal , defendant, et al	Benjamin Wayne Lee (843) 822-2447 Matthew Evert Yelverton (843) 574-8822		06/20/2019	Minor Settlement 730	Pending	
[illegible]							
7	2019CP0702279 Wilmington Savings Fund Society Fsb not in its individual VS Rex A Field , defendant, et al	James Martin Page (803) 509-5078	Rex A Field Tracy L Field George Benjamin Milam (704) 338-6049	10/11/2019	Foreclosure 420	Pending	
[illegible]							
9	2018CP0702478 Edmond F Notebaert VS Howell Builders Llc , defendant, et al	Andrew James Toney (843) 785-6969	M. Alan Peace (803) 345-3353 x121 Catherine Robinson Schmidt (843) 329-8342 Paul Eliot Sperry (843) 266-8229	11/07/2019	Breach of Cont 140	Pending	Not Before Date:03/28/2021
[illegible]							

999

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

FILED
2021 APR 15 PM 3:24
BEAUFORT COUNTY
CLERK OF COURT

Plaintiff's Attorney:	Defendant's Attorney:
J. Martin Page, Bar No. 100200	Rex A. Field, Tracy L. Field, pro se, Bar No. n/a
Address:	Address:
Bell Carrington Price & Gregg	PO Box 975
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☒**MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐**FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐**PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion:**MOTION TO CONTINUE JURY TRIAL**

Estimated Time Needed: 15 minutes 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
Date submitted: 04/15/2021

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)

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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/Counterclaim Defendant

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

OBJECTION TO MOTION TO DISMISS, AMENDED ANSWER, COUNTERCLAIMS, THIRD-PARTY COMPLAINT; AFFIDAVIT

Rex A. Field and Tracy L. Field

Defendants/Counterclaimants/Third-Party Plaintiffs

(Jury Trial)

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

YOU WILL PLEASE TAKE NOTICE that Rex and Tracy Field (hereinafter "the Defendants/ Counterclaimants/Third-Party Plaintiffs") submit this *Memorandum in Opposition of Motion to Dismiss Amended Answer, Counterclaims, and Third Party Complaint.*

a). (*"Plaintiff/Counterclaim Defendant"*) Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust ("CSMC Trust"); and

b). Third-Party Defendant Federal National Mortgage Association (*"Fannie Mae"*),

c). Third-Party Defendant Wilmington Savings Fund Society, FSB, (*"in its individual capacity"*),

d). Third-Party Defendant Christiana Trust Company of Delaware (*"Christiana Trust"*)

e). Third Party Defendant DLJ Mortgage Capital, Inc. ("DLJ") (*collectively, "Third-Party Defendants"*).

The *Defendants/Counterclaimants/Third-Party Plaintiffs'* Objection to Motion to Dismiss is

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based on the following grounds:

1. For the foregoing reasons and all the others discussed in *"Defendants' First Amended Answer, Affirmative Defenses, Counterclaims, and and Third-Party Complaint; Exhibits"*, the present Motion to Dismiss should be denied. ***(Verified Complaint, see exhibit A)***
2. On February 19, 2021, Defendants filed *"Answer, Counterclaims, and Third Party Complaint"*
3. On March 22, 2021, *"Joint Motion to Extend Time for Reply to Extend Time for Reply to Counterclaim and Answer Third-Party Complaint."* was filed.
4. On March 25, 2021, *"Defendants' First Amended Answer, Affirmative Defenses, Counterclaims, and and Third-Party Complaint; Exhibits"* was filed.
5. On March 26, 2021, *"Motion to Extend Time for DLJ Mortgage Capital, Inc.'s Answer to Third-Party Complaint."* was filed.
6. On April 8, 2021, NOTICE OF CASE SCHEDULING, added to the **Jury Roster**, Roster ID: 597 – CP Jury (McCoy) May 11, 2021, The Honorable Jennifer McCoy Presiding *(see exhibits)*
7. On April 9, 2021, ***"Motion to Dismiss Amended Answer, Counterclaims, and Third-Party Complaint"*** filed by *Plaintiff and Third Party Defendants.* **(pending)**
8. On April 13, 2021, ***"Motion to Join Third-Party Defendants"*** *filed by Defendants/Counterclaimants/Third-Party Plaintiffs filed .* **(pending)**
9. On April 15, 2021, ***"Motion to Continue Jury Trial"*** filed by *Defendants/Counterclaimants/Third-Party Plaintiffs.* **(pending)**
10. On April 16, *"Motion to Dismiss for Lack of Subject Matter Jurisdiction Pursuant to SCRCP 12(b)(1)"* filed by *Defendants/Counterclaimants/Third-Party Plaintiffs.* **(pending)**
11. On April 20, 2021, ***"Objection to Motion to Dismiss Amended Answer, Counterclaims, and Third Party Complaint"*** *filed by* the *Defendants/Counterclaimants/Third-Party Plaintiffs.*
12. The *Plaintiff and Third-Party Defendants, on April 9, 2021, filed* ***"Motion to Dismiss Amended***

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Answer, Counterclaims, and Third-Party Complaint" **one day after** the NOTICE OF CASE SCHEDULING, added to the **Jury Roster** on April 8, 2021 to thwart the above-captioned action from going to a jury trial, thus, depriving the *Defendants/Counterclaimants/Third-Party Plaintiffs* of substantial rights to a trial by jury. The overriding motivation and intent of the *Plaintiff and Third-Party Defendants* "Motion to Dismiss" is to stop the jury trial from moving forward on the jury trial roster, and on that basis alone, their Motion to Dismiss should be denied.

ARGUMENTS OF COUNSEL ARE NOT A SUBSTITUTE FOR EVIDENCE

13. 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, 313 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). Arguments of counsel were all that supported the Plaintiffs' and Third-Party Defendants' position on their Motion to Dismiss.

14. The *Plaintiff and Third-Party Defendants'* never served affidavits or otherwise adduced any factual matter whatsoever with regard to their Motion to Dismiss. *Plaintiff and Third-Party Defendants'* counsel, however, made (obviously) unsupported statements of fact with regard to the matters subject of this motion. The Court should not accept such bald assertions as though they were proven, established truths. The only factual material in the record establishes that the *Defendants/Counterclaimants/Third-Party Plaintiffs'* are entitled to prevail on this motion.

15. The *Plaintiff and Third-Party Defendants'* unsupported contentions are stated as fact while it ignored the verified complaint of the *"Defendants' First Amended Answer, Affirmative Defenses, Counterclaims, and and Third-Party Complaint; Exhibits"* served and filed by the

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Defendants/Counterclaimants/Third-party Plaintiffs.

16. *Plaintiff and Third-Party Defendants* have yet to answer the counterclaims and third-party complaint, the issues, claims, and parties have not been joined, thus, the court should not render a collective decision until the issues and parties are joined or have two separate proceedings.

17. There is no default on the purported mortgage and the Plaintiff and Third-Party Defendants' claims in support of its motion is default in payments under the dubious, ever-changing purported "note" that is neither an exhibit to their Complaint, nor a recorded public document, and is not an exhibit to this Motion to Dismiss. The Plaintiff has made no factual showing that the Defendants would even be in default of any agreement, there is not even an affidavit about such a default in payments, or even an affidavit at all, that was served with the motion. See Rule 6(d), SCRCP ("[w]hen a motion is to be supported by affidavit, the affidavit shall be served with the motion').

18. The Defendants will show that there is no money owed to the Plaintiff, that the Defendants were not in default at the time the Complaint was filed, that the Plaintiff does not have any injury, that the Plaintiff was not a purchaser for value, that the Plaintiff has no right to enforce the purported note, Plaintiff has no right to enforce a void mortgage, and without a default and/or without an enforceable note and mortgage, there is no foreclosure.

19. The fact pattern and evidence are well-establish as detailed in *"Defendants' First Amended Answer, Affirmative Defenses, Counterclaims, and and Third-Party Complaint; Exhibits"*, the pleading includes affirmative defenses and causes of action for Breach of the South Carolina Unfair Trade Practices Act, Civil Conspiracy, Fraud and Misrepresentation, Slander of Title by Disparagement of Title, Libel and Slander, Violations of The Fair Debt Collections Practices Act, Unjust enrichment, Quiet Title to Property, and Abuse of Process.

Plaintiff and Third-Party Defendants' Motion to Dismiss Is Not Ripe.

20. Plaintiff and Third-Party Defendants' have couched this motion as a Motion to Dismiss pursuant

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to Rule 12 (b)(6), SCRCP. However, **when considering a Rule 12(b)(6) motion, the court is concerned only with whether the allegations of the complaint, which it must accept as true, state a cause of action.** E.g., Doe v. Bishop of Charleston, 407 S.C. 128, 754 S.E.2d 494 (2014). See Chestnut v. AVX Corp., 413 S.C. 224, 227, 776 S.E.2d 82, 84 (2015).

21. The Plaintiff and Third-Party Defendants' have included matters outside the pleadings, albeit interlocutory orders that are irrelevant, immaterial, frivolous, and inadmissible at trial, and those matters should be excluded from the Plaintiff and Third-Party Defendants' Motion to Dismiss, thus, the motion shall remain a Rule 12(b)(6) Motion to Dismiss and such matters excluded by the Court.

22. However, Defendants/Counterclaimants/Third-party Plaintiffs object to a hearing before the parties have had a fair opportunity to conduct discovery. A motion to dismiss is a drastic remedy and must not be granted until the opposing party has had a full and fair opportunity to complete discovery. Plaintiff and Third-Party Defendants' have filed this motion citing its own interpretation of language and improperly cherry picked interlocutory orders from cases that have been dismissed/settled that do not comport with the facts, merits or relevance to the claims or parties in the pending action.

23. Defendants/Counterclaimants/Third-party Plaintiffs intend to initiate discovery, however, the Plaintiff and Third-Party Defendants' have not yet answered the counterclaims or third-party complaint. Defendants/Counterclaimants/Third-party Plaintiffs or the Court cannot proceed with this motion to dismiss until the parties have been given a full and fair opportunity to conduct discovery.

24. Defendants/Counterclaimants/Third-party Plaintiffs have not had a reasonable opportunity to conduct discovery to collect facts necessary to prove their case. In the present case, Defendants/Counterclaimants/Third-party Plaintiffs are clearly entitled to conduct discovery.

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SCRCP RULE 8(a)

25. SCRCP Rule 8 Note: "Liberal rules as to amendment throughout (i.e., Rule 15) enable the parties to conform the pleadings to the facts and relief demanded, as they develop. The Plaintiff and Third-Party Defendants' have found no impropriety in the Defendants/ Counterclaimants/Third-party Plaintiffs allegations, notwithstanding that they may have contained "some factual details beyond those necessary to meet the pleading standards of SCRCP Rule 8(a)." Overpleading is not grounds to grant a motion to strike or a motion to dismiss. Moreover, the Plaintiff and Third-Party Defendants' did not explain how they would be prejudiced by having to answer the allegations, of which, they have yet to do. Presumably, they would deny them, and it would then become a matter of discovery and proof at trial. Facts are not rendered admissible at trial merely because they have been alleged in a complaint.

26. A Complaint may contain some factual details beyond those necessary to meet the pleading standards of SCRCP 8(a). But, the inclusion of more facts than needed to state a claim is not grounds to grant a motion to strike. See Fette v. ACell, Inc., Civ. No. ELH12-3733, 2013 WL 500497, at *1 (D. Md. Feb. 8, 2013). See generally Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2008) ("[A] plaintiff's obligation to provide the grounds of his entitlement to relief requires more than labels and conclusions... Factual allegations must be enough to raise a right to relief above the speculative level.") (Internal quotation marks and citation omitted). Although defendant asserts that the disputed allegations are prejudicial, he does not articulate what prejudice he would sustain by having to respond to the portions of the Complaint that allegedly do not comply with Rule 12(f). See Fed. R. Civ. P. 7(b) (providing that a motion must "state with particularity the grounds for seeking the order"); see also Haley Paint Co., 279 F.R.D. at 337 (exercising discretion not to strike pleadings under Rule 12(f) where the movants "articulated no prejudice that would result from a denial of their motion"); U.S. ex rel. Ackley, 110 F. Supp. 2d at 406 (noting that Rule 12(f) motions "will be denied unless the matter under

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challenge has no possible relation to the controversy and may prejudice the other party") In general, Piatt seems to labor under the misconception that an allegation in a complaint automatically renders the allegation admissible at trial. This is simply not so. As the Court said in Md. State Conf. of NAACP Branches v. Md. Dep't of State Police, 72 F. Supp. 2d 560, 569 (D. Md. 1999), "inclusion of an event in the complaint does not determine whether evidence of that event will be admissible or legally significant. Taking the time to determine whether any particular sentence or paragraph has 'no possible relation to the controversy'. . . is not warranted." At this juncture, it is premature to resolve evidentiary disputes, including those relating to the disposition of the allegations against the Plaintiff and Third-Party Defendants'

SCRCP Rule 12(b)(6)

27. Under Rule 12(b)(6), SCRCP, a defendant may make a motion to dismiss based upon the plaintiff's failure to state a claim constituting a cause of action. Bergstrom v. Palmetto Health Alliance, 352 S.C. 221, 573 S.E.2d 805 (Ct.App.2002). The trial judge may dismiss the claim if the defendant demonstrates the plaintiff has failed "to state facts sufficient to constitute a cause of action" in the pleadings filed with the court. Williams v. Condon, 347 S.C. 227, 232-33, 553 S.E.2d 496, 499 (Ct.App.2001) (quoting Rule 12(b)(6), SCRCP). When considering the motion to dismiss for failure to state a claim, the trial court must base its ruling solely upon the allegations made on the face of the complaint. Baird v. Charleston County, 333 S.C. 519, 511 S.E.2d 69 (1999); Stiles v. Onorato, 318 S.C. 297, 457 S.E.2d 601 (1995). If the facts and inferences drawn from the facts alleged on the complaint would entitle the plaintiff to relief on any theory, then the grant of a motion to dismiss for failure to state a claim is improper. Brown v. Leverette, 291 S.C. 364, 353 S.E.2d 697 (1987); McCormick v. England, 328 S.C. 627, 494 S.E.2d 431 (Ct.App.1997). The facts and inferences alleged on the complaint are viewed in the light most favorable to the plaintiff. Toussaint v. Ham, 292 S.C. 415, 357 S.E.2d 8 (1987); Cowart v. Poore, 337 S.C. 359, 523 S.E.2d 182 (Ct.App.1999); Mr. G. v. Mrs. G., 320 S.C. 305, 465 S.E.2d 101 (Ct.App.1995).

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28. The factors to consider in determining whether the defense of collateral estoppel exists and whether the issues were actually litigated in the first suit include: whether privity exists, whether the doctrine is used offensively or defensively, and **whether the party adversely affected had a full and fair opportunity to litigate the relevant issue effectively in the prior action.** Pye v. Aycock, 325 S.C. 426, 480 S.E.2d 455 (Ct.App.1997). **The party asserting collateral estoppel must prove that the issue was actually litigated and directly determined in the prior action and that the matter or fact directly in issue was necessary to support the first judgment.** Carrigg v. Cannon, 347 S.C. 75, 552 S.E.2d 767 (Ct.App.2001); Beall v. Doe, 281 S.C. 363, 315 S.E.2d 186 (Ct.App.1984). Only a party to a prior action or one in privity with the party can be precluded from relitigating an issue on the basis of offensive collateral estoppel. Carrigg, 347 S.C. at 80, 552 S.E.2d at 770, party sought to be precluded did not have a full and fair opportunity to litigate the issue in the first proceeding, or unless other circumstances justify providing the party an opportunity to relitigate the issue. Wade v. Berkeley County, 330 S.C. 311, 498 S.E.2d 684 (Ct.App.1998)

Objection to "Motion to Dismiss Defendants' Amended Answer, Affirmative Defenses, Counterclaims, and Third Party Complaint"

29. This matter is before the Court upon the *Plaintiff and Third-Party Defendants'* Motion to Dismiss. When considering a Rule 12(b)(6) motion, the court is concerned only with whether the allegations of the complaint, which it must accept as true, state a cause of action. (emphasis added) The Court must look only at the Complaint and the question is **"whether, in light most favorable to the plaintiff, and with every doubt resolved in his behalf, the complaint states any valid claim for relief."** Plyer v. Burns, 647 S.E.2d 186 (S.C. Sup Ct.. The Defendants/Counterclaimants/Third-party Plaintiffs have stated allegations, defenses, and affirmative defenses in their *"Defendants' First Amended Answer, Affirmative Defenses, Counterclaims, and Third-Party Complaint; Exhibits"* and are sufficient to constitute a cause of action for each claim.

30. Responding to Paragraph 1 of the Motion to Dismiss, the Plaintiff and Third-Party Defendants aver *"the Fields' claims have already been litigated and rejected, both in this Court and in bankruptcy court. The claims are therefore barred under res judicata."* The Plaintiff and Third-

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Party Defendants averments are outside of the above-captioned action pleadings, thus are improper, irrelevant, meritless, and inadmissible at trial. The motion contains subjective opinions and judgments that are not admissible. Arguments of counsel are not evidence and are all that support the Plaintiffs' and Third-Party Defendants' position. Under South Carolina law, the doctrine of res judicata requires three elements: "(1) the judgment must be final, valid and on the merits; (2) the parties in the subsequent action must be identical to those in the first; and (3) the second action must involve matter properly included in the first action." "*Palmetto Homes, Inc. v. Bradley,* 593 S.E.2d 480, 485 (S.C. Ct. App. 2004). "Valid default judgments also bar claims under the doctrine of res judicata in the same way as litigated judgments. "'A judgment of a court having jurisdiction of the parties and of the subject matter operates as res judicata, **in the absence of fraud or collusion**, even if obtained upon a default". *Morris v. Jones,* 329 U.S. 545, 550-51 (1947) (quoting *Riehle v. Margolies,* 279 U.S. 218, 225 (1929)). Res judicata applies to judgments that were obtained by default, see Kelleran v. Andrijevic, 825 F.2d 692, 694-95 (2d Cir. 1987), **but it may not apply if the judgment was obtained by extrinsic fraud or collusion. "Extrinsic fraud involves the parties' 'opportunity to have a full and fair hearing".** The Defendants/Counterclaimants/Third-party Plaintiffs have alleged extrinsic fraud in the pending action and alleged extrinsic fraud in the prior litigation that was not litigated on the merits based on fraud, duress, and collusion, as such, prevented a full and fair hearing before the state court and was dismissed by consent, the adversary proceeding in bankruptcy court was dismissed without prejudice by consent. Prior interloctutory orders, whether in the state case or bankruptcy case, since they were entered by consent, determined no issues either of law or fact. The court would recognize that for this reason a consent judgment could have no effect as collateral estoppel, it nevertheless made this purely an order on issues which were neither litigated nor determined. Thus, the res judicata claim is objectionable to those parties that have had an opportunity to continue misconduct in the future. The

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Defendants/Counterclaimants/Third-party Plaintiffs have not voluntarily relinquished their claims to future relief, both accrued and prospective. In prior litigation, however, allowing waiver of future claims cannot be justified, since it would enable defendants to achieve immunity from state or federal laws. Some claims and/or laws were created as a means of public law enforcement. A release purporting to absolve a defendant from liability for future violations of state or federal law, whether or not accompanied by a settlement of future damage claims, would almost certainly be held void as against public policy. If the Plaintiff's lawsuit could be achieved by the simple expedient of filing a complaint and causing it to be dismissed with prejudice, that would provide an additional incentive to a plaintiff to refuse settlement and pursue his claim to judgment, rewarding illegal conduct. In Lawlor vs. National Screen Serv. Corp. the US Court ruled res judication does not bar a suit, even if it involves the same course of wrongful conduct as alleged earlier, so long as the suit alleges new facts or worsening of the earlier conditions. Thus, the above captioned action should be litigated on the merits of the parties' claims. The Defendants/Counterclaimants/Third-party Plaintiffs have stated allegations, defenses, and affirmative defenses that are sufficient to constitute a cause of action for each claim and they deny that the claims are barred under res judicata.

31. Responding to Paragraph 2 of the Motion to Dismiss, *"The Fields' claims are also barred by the doctrine of collateral estoppel because the issues raised in their current claims have already been litigated."* In Beall v. Doe, 281 S.C. 363, 315 S.E.2d 186 (Ct.App. 1984), this Court explained the distinctions between res judicata and collateral estoppel: Under the doctrine of collateral estoppel, on the other hand, the second action is based upon a different claim and the judgment in the first action precludes relitigation of only those issues "actually and necessarily litigated and determined in the first suit." Beall, 281 S.C. at 369 n. 1, 315 S.E.2d at 189 n. 1. This Court further held:*436 In order, however, to assert collateral estoppel successfully, the party seeking issue preclusion still must show that the issue was actually

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litigated and directly determined in the prior action and that the matter or fact directly in issue was necessary to support the first judgment. Beall, 281 S.C. at 371, 315 S.E.2d at 191. See also St. Philip's Episcopal Church v. South Carolina Alcoholic Beverage Control Comm'n, 285 S.C. 335, 338, 329 S.E.2d 454, 456 (Ct.App. 1985) ("[W]hen an issue of fact or law is actually litigated and determined by a valid and final judgment, and the determination is essential to the judgment, the determination is conclusive in a subsequent action between the parties, whether on the same or a different claim.") Factors to consider in determining the defense of collateral estoppel, notwithstanding a lack of privity, include "whether the doctrine is used offensively or defensively, and whether the party adversely affected had a full and fair opportunity to litigate the relevant issue effectively in the prior action." Graham v. State Farm Fire & Cas. Ins. Co., 277 S.C. 389, 390-91, 287 S.E.2d 495, 496 (1982). See also South Carolina Property & Cas. Ins. Guar. Ass'n v. WalMart Stores, Inc., 304 S.C. 210, 403 S.E.2d 625 (1991) (collateral estoppel occurs when party in second action seeks to preclude party from relitigating issue decided in previous action; nonmutual collateral estoppel may be asserted **unless party precluded lacked full and fair opportunity to litigate issue in first action or other circumstances justify affording him opportunity to relitigate issue).** Although an issue is actually litigated and determined by a valid and final judgment, and the determination is essential to the judgment, **relitigation of the issue in a subsequent action between the parties is not precluded in the following circumstances:**

(1) The party against whom preclusion is sought could not, as a matter of law, have obtained review of the judgment in the initial action; or
(2) The issue is one of law and (a) the two actions involve claims that are substantially unrelated, or (b) a new determination is warranted in order to take account of an intervening change in the applicable legal context or otherwise to avoid inequitable administration of the laws; or
(3) A new determination of the issue is warranted by differences in the quality or extensiveness of the procedures followed in the two courts or by factors relating to the allocation of jurisdiction between them; or
(4) The party against whom preclusion is sought had a significantly heavier burden of persuasion with respect to the issue in the initial action than in the subsequent action; the burden

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has shifted to his adversary; or the adversary has a significantly heavier burden than he had in the first action; or *438
(5) There is a clear and convincing need for a new determination of the issue
(a) because of the potential adverse impact of the determination on the public interest or the interests of persons not themselves parties in the initial action, (b) because it was not sufficiently foreseeable at the time of the initial action that the issue would arise in the context of a subsequent action, or (c) because the party sought to be precluded, as a result of the conduct of his adversary or other special circumstances, did not have an adequate opportunity or incentive to obtain a full and fair adjudication in the initial action.
Thus, the above captioned action should be litigated on the merits of the parties' claims.

32. The Defendants/Counterclaimants/Third-party Plaintiffs have stated allegations, defenses, and affirmative defenses that are sufficient to constitute a cause of action for each claim and they deny that the claims are barred under collateral estoppel .

33. Responding to Paragraph 3 of the Motion to Dismiss , *"In addition, the Fields' claims fail as a matter of law because they do not comply with the pleading requirements of Rule 8(a)"*... The Plaintiff and Third-Party Defendants' have found no impropriety in the Defendants/ Counterclaimants/Third-party Plaintiffs allegations, notwithstanding that they may have contained "some factual details beyond those necessary to meet the pleading standards of SCRCP Rule 8(a)." Over-pleading is not grounds to grant a motion to strike or a motion to dismiss. Moreover, the Plaintiff and Third-Party Defendants' did not explain how they would be prejudiced by having to answer the allegations, of which, they have yet to do. Presumably, they would deny them, and it would then become a matter of discovery and proof at trial. Facts are not rendered admissible at trial merely because they have been alleged in a complaint.
In Md. State Conf. of NAACP Branches v. Md. Dep't of State Police, 72 F. Supp. 2d 560, 569 (D. Md. 1999), "inclusion of an event in the complaint does not determine whether evidence of that event will be admissible or legally significant. Taking the time to determine whether any particular sentence or paragraph has 'no possible relation to the controversy'. . . is not warranted." At this juncture, it is premature to resolve evidentiary disputes, including those relating to the disposition of the allegations against the Plaintiff and Third-Party Defendants'

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The Defendants/Counterclaimants/Third-party Plaintiffs have stated allegations, defenses, and affirmative defenses that are sufficient to constitute a cause of action for each claim and they deny that the claims fail as a matter of law because they do not comply with the pleading requirements of Rule 8(a)"

34. Responding to Paragraph 4 of the Motion to Dismiss, *"Further, the Fields' claims should be dismissed because their underlying legal theories lack merit. The basis for the Fields' claims is that the Note has been "split" from the Mortgage, that the securitization of the loan somehow renders it void, and that the loan could not have been assigned because of the involvement of MERS. None of these theories has merit."* 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, 313 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). Arguments of counsel are all that supported the Plaintiffs' and Third-Party Defendants' position. counsel, however, made (obviously) unsupported statements of fact with regard to the matters subject of this motion. The Court should not accept such bald assertions as though they were proven, established truths. The Defendants/Counterclaimants/Third-party Plaintiffs have stated allegations, defenses, and affirmative defenses that are sufficient to constitute a cause of action for each claim and they deny that the claims fail to show that their underlying legal theories lack merit.
35. Responding to Paragraph 5 of the Motion to Dismiss, *"Finally, as for the Third-Party Defendants, the Fields fail to show how Wilmington FSB, Fannie Mae, Christiana Trust, or DLJ could be found derivatively liable... ...joinder of these Third-Party Defendants is therefore improper under Rule 14."* The Defendants/Counterclaimants/Third-party Plaintiffs have stated allegations, defenses, and affirmative defenses that are sufficient to constitute a cause of action

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for each claim and they deny that the claims fail to show derivative liability.

36. Upon the Court's consideration a Rule 12(b)(6) motion, **the court is concerned only with whether the allegations of the complaint, which it must accept as true, state a cause of action.** E.g., Doe v. Bishop of Charleston, 407 S.C. 128, 754 S.E.2d 494 (2014). See Chestnut v. AVX Corp., 413 S.C. 224, 227, 776 S.E.2d 82, 84 (2015). (emphasis added)

37. On March 25, 2021, The Defendants/Counterclaimants/Third-party Plaintiffs filed their ***Amended Answer, Affirmative Defenses, Counterclaims, and Third Party Complaint***, which may be considered lengthy, however, the pleading combined an Answer, Affirmative Defenses, Counterclaims, and a Third-party Complaint in one document, thus, a single pleading was more efficient than filing those pleadings separately. Plaintiff and Third-Party Defendants have found no impropriety in the filing and only true issue is that it's too long, however, overpleading is not grounds for a dismissal given there are multiple parties, multiple claims, over a long time span. None of the claims are difficult to decipher, especially for a well-trained lawyer would simply admit or deny the allegations. Given that the same counsel is representing all four Third-party Defendants and the Plaintiff, his single filings for the Plaintiff and Third-Party Defendants are the same even though the parties and issues have not been joined. The counsel for the Plaintiff and Third-Party Defendants opinions are not evidence and counsel's opinions are repetitively attacking so-called theories without answering the counterclaims or third party complaint, instead, utilizing extensions of time and motion to dismiss to avoid litigating the matter on the merits. The Defendants/Counterclaimants/Third-party Plaintiffs did not lose a 2012 foreclosure action against Plaintiff Citimortgage, that action was voluntarily settled, and the Defendants/ Counterclaimants/Third-party Plaintiffs did not lose a 2019 and adversary proceeding within a voluntary Chapter 13 filing, the adversary proceeding was voluntarily dismissed by consent without prejudice. If the Defendants/ Counterclaimants/Third-party Plaintiffs lost either of those actions, the instant action would not exist. The Plaintiff and Third-Party Defendants were not a

party to the state court litigation, and as stated, the Chapter 13 adversary proceeding was voluntarily dismiss without prejudice which restored the Defendants/ Counterclaimants/Third-party Plaintiffs to their original position prior to filing Chapter 13, thus, it is highly prejudicial and disparaging for opposing counsel to repeatedly claim otherwise.

38. If the counsel for the Plaintiff and Third-party Defendants believe that the allegations are unfounded, all they have to do is deny those allegations, instead, they have chosen to harass, embarrass, disparage the Defendants/ Counterclaimants/Third-party Plaintiffs with false statements and commit extrinsic fraud on the Court over and over.

39. The Plaintiff filed a Complaint and the Defendants have timely and properly answered that Complaint. The Defendants should not have to answer the Complaint again and again through Plaintiff and Third-party Defendants' repeated or new allegations via their Motion to Dismiss. The Plaintiff's counsel appears to be improperly re-alleging their Complaint that the Defendants have already timely and properly answered and, now, the Plaintiff and Third-party Defendants are improperly litigating the action through a Rule 12(b)(6) motion to dismiss. The Plaintiff has a right to file an amended complaint, if they desire, of which they have failed to do. However, the Defendants filed Counterclaims and a Third-party Complaint, and neither the Plaintiff nor the Third-party Defendants have answered those allegations.

40. **In a Rule 12(b)(6) motion to dismiss, the court is concerned only with whether the allegations of the complaint, which it must accept as true, state a cause of action.**

41. The fact that the Plaintiff and all (4) of the Third-party Defendants and the Plaintiff share the same counsel further validates the Defendants' Civil Conspiracy Claims and the fact that opposing counsel is rambling on and on in a (15) fifteen page Memorandum of Law about issues outside of the pleadings in a Rule 12(b)(6) Motion to Dismiss further validates the Defendants Abuse of Process claims. The Plaintiff and Third-party Defendants improper and false averments on issues outside of the pleadings further validates the Defendants'

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Libel/Slander claims.

42. Motion to Dismiss is drastic remedy and should be denied. Defendants/Counterclaimants/Third-party Plaintiffs object to a court hearing motion to dismiss, if a hearing is granted, Defendants/Counterclaimants/Third-party Plaintiffs request that before a hearing on the matter, that the parties have had a fair opportunity to conduct discovery, and issues outside the pleadings are not considered when rendering a decision.

43. WHEREFORE, for all of the above reasons and all the others discussed in ***"Defendants' First Amended Answer, Affirmative Defenses, Counterclaims, and and Third-Party Complaint; Exhibits"***, the present Motion to Dismiss should be denied.

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, April 20th, 2021 Rex Field Tracy Field

Rex A. Field
PO Box 975
St. Helena, SC 29920
cyberport@protonmail.com
(803)-609-0410

Tracy L. Field

Sworn before me, this 20th day of April, 2021

Brooke Young

Notary Public
State of South Carolina

BROOKE YOUNG NOTARY PUBLIC SOUTH CAROLINA

EXHIBIT A

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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/Counter-Plaintiffs

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

MOTION TO AMEND

(Jury Trial Demanded)

Rex A. Field and Tracy L. Field

Third-Party Plaintiff

vs.

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

Third-Party Defendants

2021 APR 29 PM 1:18
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

YOU WILL PLEASE TAKE NOTICE that Defendants Rex and Tracy Field (hereinafter "the Defendants") moves before this Court pursuant to Rule 15, SCRCP, as well as pursuant to all other applicable law, for an Order granting it leave to amend its first amended answer, counterclaim, and third-party complaint to assert additional affirmative defenses, counterclaims, and third-party claims in the above-captioned action.

The Defendant so moves on the following grounds:

1. Leave to amend a pleading shall be freely given when justice so requires and the grant of such leave does not work prejudice to the other party. Rule 15, SCRCP, strongly favors amendment, and courts are encouraged to freely grant leave to amend.
2. The party opposing amendment has the burden of establishing that the motion should not be granted.
3. The Defendants have additional affirmative defenses, counterclaims, and third-party claims that they should be granted leave to amend their pleading to allege.
4. The Plaintiff will be unable to show that amendment will work sufficient prejudice to it for the Court to deny the Defendants leave to amend.
5. In the context of motions to amend pleading, prejudice means a lack of notice that a new issue is to be tried coupled with a lack of opportunity to refute the other party's position on the issue.
6. If this motion is granted, it can be done in such a way that the Plaintiff and Third-Party Defendants will have the opportunity to prepare to face the issues presented by the Defendants' second amended answer, counterclaim, and third-party complaint. Rule 15, SCRCP, requires that this be done even if that means a delay of the trial of the case.
7. The Defendant's proposed second amended answer, affirmative defenses, counterclaim, and third-party complaint is attached hereto.
8. This motion is also based upon all applicable statutory law, case law, common law, and the record in this action.

Respectfully submitted,

This day, April 29th, 2021

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

Tracy L. Field

ELECTRONICALLY FILED - 2021 May 05 1:25 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Plaintiff, vs. Rex A. Field, Tracy L. Field, Defendant(s) vs. Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Federal National Mortgage Association, et al., Third Party Defendant(s).	IN THE COURT OF COMMON PLEAS C/A No.: 2019-CP-07-02279 **NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT AS TO PLAINTIFF'S FORECLOSURE CAUSE OF ACTION**

BCP No.: 19-43531

TO: THE DEFENDANT(s) NAMED ABOVE:

NOW COMES Plaintiff, Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust ("***Wilmington***" or "***Plaintiff***"), through counsel and pursuant to Rule 56 and Rule 71 of the *South Carolina Rules of Civil Procedure*, will and hereby moves this Court for an order (1) granting Wilmington summary judgment as to its foreclosure cause of action (2) orders the matter referred to the Master in Equity to sell the property at the next available sale date on the following grounds:

(a) Wilmington is entitled to summary judgment or in the alternative a judgment of foreclosure and sale pursuant to Rule 71 on its foreclosure cause of action because it has properly proven the elements of foreclosure and has demonstrated that there are no genuine issues of material fact.

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In support of this Motion, Plaintiff will rely upon the South Carolina Code of Law as promulgated by the South Carolina Legislature and other documents or discovery materials, which shall be filed in accordance with Rule 56 *SCRCP* before any hearing or has already been filed, as well as the pleadings in this matter, and such other matters properly of record at the time of the hearing of this Motion.

STANDARD FOR SUMMARY JUDGMENT

"Summary judgment is proper where there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law." *Osborne v. Adams*. 346 S.C. 4, 7, 550 S.E.2d 319, 321 (citing *Baughman v. Am. Tel. Co*. 306 S.C. 101, 410 S.E.2d 537 (1991)). In determining whether any triable issue of fact exists, the nonmoving party is entitled to have all evidence, and all reasonable inferences drawn therefrom, viewed in the light most favorable to them. *Id.* (see also *Summer v. Carpenter,* 328 S.C. 36, 492 S.E.2d 55 (1997)).

"Under Rule 56(c), [SCRCP], the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact." *Baughman, supra.* At 115, 410 S.E.2d at 545. However, "with respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility [of the moving party]'may be discharged by 'showing' – that is, pointing out to the [trial] court – that there is an absence of evidence to support the nonmoving party's case.'" *Id.* (quoting *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S.Ct. 2548 (1986)). The moving party need not support its motion with affidavits or other similar materials negating the nonmoving party's claim. *Id.*

"Once the moving party carries its initial burden, the opposing party 'may not rest upon the mere allegations or denials of his pleading, but his response, . . . must set forth specific facts

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that there is genuine issue for trial." *Midland Mut. Life Ins. Co. v. Harrell,* 331 S.C. 394, 397, 503 S.E.2d 189, 190 (Ct. App. 1998) (citing Rule 56(e), SCRCP).

ARGUMENT

Summary Judgment as to Plaintiff's Foreclosure Cause of Action is appropriate as there is no genuine issue of material fact; specifically, Defendant(s) have raised no specific objection or other facts relating to this cause of action enough to raise a genuine issue of material fact.

A party seeking foreclosure must show (1) the existence of a debt, (2) the mortgagor's default on the debt, and (3) that the party seeking to foreclose is entitled enforce the mortgage. "A mortgage and a note are separate securities for the same debt, and a mortgagee who has a note and a mortgage to secure a debt has the option to either bring an action on the note or to pursue a foreclosure action." *U.S. Bank Trust Nat'l Ass'n v. Bell*, 385 S.C. 364, 374, 684 S.E2d 199, 204 (Ct. App. 2009). "Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt." *Id.* At 374-75, 684 S.E.2d at 205. "Once a debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction." *Id.*

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

In order to secure the payment of the Note, Rex A. Field and Tracy L. Field ("***Mortgagors***"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc.

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as nominee for E*Trade Mortgage Corporation, its successors and assigns, a certain mortgage dated October 7, 2005 ("***Subject Mortgage***") securing the real property known as 1 Dulamo Bluff Road, Saint Helena Island, SC 29920, including any and all improvements to the property, located in Beaufort County, in the State aforesaid. Said Mortgage was recorded on October 13, 2005 in Book 2249 at Page 2164, in the Beaufort County Registry. The Subject Mortgage is attached hereto as Exhibit B.

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

The Subject Mortgage evidences and secures the repayment of money advanced by the Payee to, or on behalf of, the Mortgagors and constitutes a valid first lien on the Subject Property. Any notice required by the terms of the Subject Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action. In and by the terms of said Note and the Subject Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including

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reasonable attorneys' fees if the said Note be placed in the hands of an attorney for collection after default.

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

Plaintiff has therefore established the existence of the debt, the default on the mortgage loan, and the total due on the loan through January 1, 2019. Pursuant to the terms of the Mortgage and Note, "on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure." The loan is in default and due as of January 1, 2019, and the Defendant failed to cure the default. The Defendant(s) breached the agreement and the Plaintiff properly elected to foreclosure on the Mortgage.

Rule 17(a) of the South Carolina Rules of Civil Procedure requires that every action be prosecuted "in the name of the real party in interest." *Bank of Am., N.A. v. Draper*, 405 S.C. 214, 220, 746 S.E.2d 478, 481 (Ct. App. 2013). "Generally, a party must be a real party in interest to the litigation to have standing." *Id.* (internal citation omitted). "A real party in interest for purposes

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of standing is a party with a real, material, or substantial interest in the outcome of the litigation." Id.

Negotiable instruments, which include promissory notes, are governed by Article 3 of the Uniform Commercial Code ("UCC"), codified in South Carolina as Title 36, Chapter 3 of the South Carolina Code. *See* S.C. Code Ann. § 36-3-101, *et seq*. The UCC sets out specific provisions with regard to the enforcement of a negotiable instrument:

> 'Person entitled to enforce' an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section 36-3-309 or 36-3418(d). A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.

S.C. Code Ann. §36-3-301. Counsel for Plaintiff possesses the original Note. Accordingly, under South Carolina law, Plaintiff has the legal right and is the real party in interest to enforce the negotiable instrument secured by the Mortgage or to bring an action to foreclose on the Mortgage. Plaintiff has presented specific facts regarding the assignment of the mortgage, and the manner by which Plaintiff became the holder thereof. Defendant has failed to produce any specific facts to the contrary. As for its foreclosure cause of action, Plaintiff presented facts showing both ownership of the debt, default of the debt, and that it has the right to foreclose on the mortgage securing the debt. These are the three elements which a plaintiff must allege to sufficiently state a cause of action for foreclosure of a mortgage. Thus, Plaintiff has proven the necessary elements of its foreclosure action as there are no disputed issues of material fact, and Plaintiff is therefore entitled to summary judgment on its foreclosure cause of action as a matter of law.

Additionally, the affirmative defenses raised by the Defendant(s) do not bar Plaintiff's right to foreclose. Defendant(s)' 53 affirmative defenses fail as a matter of law because they do not comply with the pleading requirements of Rule 8(a). Specifically, the Defendant(s) operative

pleading, which is 149 pages long and contains 924 separate paragraphs of allegations, fails to comply with Rule 8(a)'s requirement of a "short and plain statement of the facts showing that the pleader is entitled to relief." Further, Defendant(s)' affirmative defenses offer little to no facts pertinent to meet the elements of the affirmative defenses raised, and overall lack any meaningful legal merit.

CONCLUSION

There are no genuine issues of material fact such as to deny the Plaintiff its foreclosure of its mortgage. It is undisputed that Plaintiff has met the elements for a foreclosure cause of action. For these reasons, the Plaintiff is entitled to summary judgment in its favor as a matter of law or in the alterative a judgment of foreclosure and sale pursuant to Rule 71.

s/J. Martin Page
J. Martin Page, SC Bar No.: 100200
Bell, Carrington Price & Gregg, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
P: (803) 509-5078
Attorney for Plaintiff

May 5, 2021
Columbia, South Carolina

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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/Counter-Plaintiffs

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

DEMAND FOR JURY TRIAL

Rex A. Field and Tracy L. Field
Third-Party Plaintiff

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

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

Respectfully submitted this day, May 11, 2021

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

Tracy L. Field

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.

MOTION FOR CONTINUANCE; OBJECTION TO MOTION FOR SUMMARY JUDGEMENT: AFFIDAVIT

Rex A. Field and Tracy L. Field

(Jury Trial Demanded)

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

2021 MAY 13 PM 3:08
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

COMES NOW THE DEFENDANTS Rex and Tracy Field, Defendants/Counterclaimants/Third-Party Plaintiffs (hereinafter "Defendants") hereby files an objection to the Plaintiff's 1). Motion for Summary Judgment as to the foreclosure cause of action, and 2). objection to the matter being referred to the Master-in-Equity and moves before this court for a continuance of a summary judgment hearing, if scheduled, in the above captioned matter for the reasons set forth herein.

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 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).

The procedural posture of 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

On February 19, 2021, the Defendants filed "Answer, Counterclaims, and Third Party Complaint". The Plaintiff has not filed an answer.

On March 25, 2021, the Defendants filed "Defendants' First Amended Answer, Counterclaims, Afirmative Defenses, Counterclaims, and Third-Party Complaint". The Plaintiff has not filed an answer.

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 failure to deny them, thus, the Plaintiff would be in default. The second amended answer is the operative pleading of which the Plaintiff has failed to answer, deny or dispute.

Defendants' appeal to the South Carolina Court of Appels 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 have (30) thirty days from April 20, 2021 to appeal that Order.

On May 5, 2021, the Plaintiff filed a Motion for Summary Judgment.

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 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 a 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] 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 unresolved pending motions preclude a Motion for Summary Judgment or a referral to the Master-in-Equity pursuant to Rule 71

a). Defendants' Motion for Lack of Subject Matter Jurisdiction pursuant to 12(b)(1) is pending.

b). Defendants' Motion to Join Third-Party Defendants is pending.

Thus, the case remains in The Court of Common Pleas.

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). The Plaintiff has not answered the Defendants' pleadings, moreover, has not answered the operative pleading;

b). The operative pleading contains new facts, new issues of material fact, additional affirmative defenses and counterclaims;

c). The pleadings have not closed;

d). The Defendants have served the Plaintiff's counsel with discovery and discovery is pending;

e). 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;

f). Defendants' appeal to the South Carolina Court of Appeals of the order granting "Motion to Strike Jury Trial Demand";

g). Defendants' legal claims must be tried first in the Court of Common Pleas, thus a referral to the Master-in-Equity is a waste of judicial resources;

h). Unresolved pending motions preclude a Motion for Summary Judgment or a referral to the Master-in-Equity pursuant to Rule 71;

I). Arguments of counsel were all that supported the Plaintiffs position for his motion;

j). 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, his claims are meritless, lack foundation, are hearsay, inadmissible at trial, and lack any person with personal knowledge of the allegations. Further, the Plaintiff has no discovery materials because discovery has not been completed.

Defendants have served Plaintiff's Counsel with discovery and requests that dispositive motions be filed 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 operative pleading in this case, Defendants' unanswered "Second Amended Answer, Affirmative Defenses, Counterclaims, and Third-Party Complaint contains contravening statements that are not denied by the Plaintiff, thus, are admitted as true by the Plaintiff. 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 show that there are genuine factual issues necessitating a trial.

WHEREFORE, For more than one reason – any one of which would entitle the Defendants to prevail on this motion.

WHEREFORE, Defendants pray that this Honorable Court deny the Plaintiff's Motion for Summary Judgment.

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, May 13th, 2021

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

Tracy L. Field

Sworn before me, this 13th day of May, 2021

Notary Public
State of South Carolina
Beaufort County

BROOKE YOUNG NOTARY PUBLIC COMM. EXP. 01-25-2031 SOUTH CAROLINA

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

DEFENDANTS' SECOND AMENDED ANSWER, AFFIRMATIVE DEFENSES, COUNTERCLAIMS, AND THIRD-PARTY COMPLAINT

(JURY TRIAL DEMANDED)

VERIFIED COMPLAINT

vs.

Rex A. Field and Tracy L. Field

Defendants/Counter-Plaintiffs

Rex A. Field and Tracy L. Field

Third-Party Plaintiff

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

TO THE PLAINTIFF AND THIRD-PARTY DEFENDANTS ABOVE NAMED:

COMES NOW Defendants, Counterclaimants, and Third-Party Plaintiffs, Rex and Tracy Field, ("Homeowners"), proceeding *pro se* hereby amend their answer pursuant to SCRCP Rule 15(a) in response to the Plaintiff's Complaint and Defendants hereby set forth their Second Amended Answer, Affirmative Defenses, Counterclaim, and Third-Party Complaint by virtue of the order dated January 20, 2021 by The Honorable Bentley Price ordering the Defendants to answer the

Complaint within thirty (30) days from entry of the Order. The Defendants have filed an answer and first amended answer to Plaintiff's Complaint. The Plaintiff and Third-Party Defendants have not yet filed an answer to either of the Defendants pleadings. The Defendants set forth their second amended answer, affirmative defenses, counterclaim, and third-party complaint are without waiver or consent to jurisdiction, but are necessary to preserve the Defendants' rights, answers, defenses, and claims. The parties are the Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust ("CSMC Trust") and Third-Party Defendants Federal National Mortgage Association ("FNMA" or "Fannie Mae"), Wilmington Savings Fund Society, FSB (in its individual capacity), Christiana Trust Company of Delaware ("CHRISTIANA"), DLJ Mortgage Capital Inc. ("DLJMC"). The Defendants, Counterclaimants, and Third-Party Plaintiffs ("Homeowners") respond and allege as follows:

ANSWER AND DEFENSE #1

Any allegation of the Complaint not herein admitted, qualified, or explained is denied. Any allegations of the Complaint subject of qualified admissions made herein are denied insofar as the allegations are not qualifiedly admitted, and any allegations of the Complaint subject of any other qualifications or explanations herein are denied insofar as they are not otherwise qualified or explained.

1. Responding to the above-captioned Plaintiff, the Defendants deny that the captioned Plaintiff matches the assignee of the purported "Assignment of Mortgage", to the extent that it is inconsistent therewith, the Defendants deny that the Plaintiff is entitled to any relief.

1.1 Further responding to the captioned "FORECLOSURE OF REAL ESTATE MORTGAGE", to the extent that it is inconsistent with the general allegations therewith, the

Defendants deny that the Complaint is an action for foreclosure;

1.2 Further responding to the captioned "(Deficiency Judgment Demanded as to Defendants Rex A. Field and Tracy L. Field)", to the extent that it is inconsistent with the general allegations therewith, the Defendants deny that the Plaintiff is entitled to a deficiency judgment;

1.3 Further responding to "The Plaintiff above-named, complaining of the Defendants herein, alleges that:", the Defendants deny that the Plaintiff is entitled to a Complaint against the Defendants.

2. Responding to "NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C", the Defendants have timely and properly disputed the debt within (30) days of first being contacted, to the extent that the Plaintiff has not validated the debt, the Defendants deny that the "Plaintiff is the creditor to whom the debt is owed". Defendants deny the remaining statements contained in the FDCPA notice.

3. Answering the allegations of paragraph 1, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 1, to the extent that Wilmington Savings Fund Society, FSB is acting "not in its individual capacity", Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina;

3.1 Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB, is acting solely as "not in its individual capacity";

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

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

3. 3 Further responding to paragraph 1, Defendants deny that Plaintiff Wilmington Savings Fund Society, FSB is a "trustee" for CSMC 2018-RPL6 Trust;

3. 4 Further responding to paragraph 1, to the extent that Wilmington Savings Fund Society,

FSB is acting as a "owner trustee" and "not in its individual capacity", Defendants deny that it is a business entity duly authorized to conduct business in the State of South Carolina;

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

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

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

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

4. Answering the allegations of paragraph 2, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 2, Defendants admit that SC Code 36-2-803 exists, Defendants deny that the court has jurisdiction pursuant to SC Code Ann. 36-2-803;

4.1 Further responding to paragraph 2, Defendants admit that they are owners of real property in Beaufort County, SC;

4.2 Further responding to paragraph 2, Defendants deny that the Plaintiff is entitled to foreclose on the subject real estate of this action;

4.3 Further responding to paragraph 2, Defendants deny that Dulamo Estates Homeowners' Association, Inc. are a proper Defendant. Further responding to paragraph 2, Defendants deny that any money is owed to Dulamo Estates Homeowners' Association, Inc; Further responding to paragraph 2, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

5. Answering the allegations of paragraph 3, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 3, Defendants admit that Defendants real property is located in the county of Beaufort, State of South Carolina;

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

5. 2 Further responding to paragraph 3, Plaintiff has not alleged a cause of action for foreclosure, Defendants deny that Defendants' real property is the subject of this action;

5.3 Further responding to paragraph 3, Defendants deny that the Court has jurisdiction over the subject matter and the parties of this action;

5.4 Further responding to paragraph 3, Defendants deny that Plaintiff has any claim to the real property of the Defendants described herein; Further responding to paragraph 3, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

6. Answering the allegations of paragraph 4, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 4, to the extent that the Plaintiff has not alleged that they are the owner and holder of the purported note and mortgage, Defendants deny that they are the owner and holder of the purported note and mortgage;

6.1 Further responding to paragraph 4, to the extent that the purported note is not attached to the Complaint, the purported note is not within the four corners of the Complaint, and the purported note is not a recorded document in Beaufort County, SC ROD, Defendants demand

that the originals of the mortgage and note be produced, the Defendants deny the validity and enforceability and the purported note and mortgage;

6.2 Further responding to paragraph 4, Defendants deny that the Plaintiff has any legal right to enforce the note and/or mortgage; Further responding paragraph 4, to the extent that FNMA or FNMA Trustee was the last known owner of the purported FNMA note sold to FNMA MBS Trust pool 19014-000-8 A/A on or about December 7, 2005 a/k/a FNMA Loan #1700119966;

6.3 Further responding to paragraph 4, pursuant to the MERS Milestones Report for 100456-000073195-5 when the purported note was purportedly securitized and sold to investors of a FNMA MBS Trust, the true creditors, governed by the FNMA Trust Indenture, to the extent that FNMA Trustee was the absolute last owner of the note held for the benefit of such investors until the purported note was fully prepaid on December 22, 2010;

6.4 Further responding to paragraph 4, FNMA or FNMA Trustee was the last known owner of the purported note before it was securitized on behalf of investors in December 2005, subsequently FNMA fully prepaid the purported note in December 2010, and to the extent that FNMA "shall have no authority to sell or hypothecate or make any substitution for any mortgage loan" pursuant to the FNMA Trust Indenture, Defendants deny that the Plaintiff has the legal right to enforce the purported note or mortgage;

6.5 Further responding to paragraph 4, Defendants deny that the purported note is negoitable by any person or entity;

6.6 Further responding to paragraph 4, Defendants deny that the purported note is secured to the Defendants property;

6.7 Further responding to paragraph 4, Defendants admit that Rule 17(a) of the South Carolina Rules of Civil Procedure exists, Defendants deny that Plaintiff is a real party in interest; Further responding to paragraph 4, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore,

denies those allegations.

7. Answering the allegations of paragraph 5, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 5, to the extent that the governing FNMA Trust Indenture strictly prohibits a loan modification that reduces the Mortgage Interest Rate or extends the final maturity, Defendants deny that the purported note would be eligible or modifiable by the Home Affordable Modification Program "HAMP";

7.1 Further responding to paragraph 5, Defendants deny that the purported note was modifiable by HAMP at any time since its inception in 2005 to the present;

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

8. Answering the allegations of paragraph 6, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 6, Defendants deny that they are ("Borrowers") of the Plaintiff;

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

8.2 Further responding to paragraph 6, to the extent that the purported note is a "Fannie Mae/Freddie Mac - UNIFORM INSTRUMENT MULTISTATE FIXED RATE NOTE – Single Family", the purported note was allegedly for the sole purpose of a FNMA MBS Trust for the benefit of the FNMA investors, the true creditors for a FNMA MBS Trust;

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

8.4 Further responding to paragraph 6, to the extent that the Plaintiff is not a purchaser for value of the purported note, that the Plaintiff is not a purchaser in good faith, and that the Plaintiff is not a purchaser without notice of defects and that the purported note has been prepaid in full, the Plaintiff is not a Holder-in-Due Course, and that FNMA pursuant to the controlling FNMA Trust Indenture, prohibits FNMA from selling the purported note;

8.5 Further responding to the paragraph 6, Defendants deny that the Plaintiff has any legal rights to payment or legal right to enforce the purported note;

8.6 Further responding paragraph 6, Defendants deny that the Plaintiff WSFS has any legal right to foreclose on the purported note;

Further responding to paragraph 6, Defendants deny that the Plaintiff WSFS is the real party in interest pursuant to SCRCP Rule 17a, Defendants deny that the purported note is negotiable;

8.7 Further responding to paragraph 6, Defendants deny that they have made executed, and delivered any loan documents to the Plaintiff;

Further responding to the allegations of paragraph 6, Defendants deny that E*Trade Mortgage Corporation is referenced as ("Payee") on the purported note;

8.8 Further responding to paragraph 6, Defendants deny that monies are owed to E*TRADE or that any monies are owed to the Plaintiff on the purported note;

8.9 Further responding to paragraph 6, FNMA fully prepaid the purported note in full on December 22, 2010, Defendants deny that monies are owed to the Plaintiff; Further responding to paragraph 6, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

9. Answering the allegations of paragraph 7, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 7, Defendants deny that the alleged E*TRADE mortgage secures the payment of the purported note;

9.1 Further responding to paragraph 7, Defendants admit that Mortgage Electronic

Registration Systems, Inc. ("MERS") was embedded as nominee in the E*TRADE mortgage at one time, that mortgage is extinguished. Further responding to paragraph 7 , Defendants deny that the mortgagee is MERS;

9.2 Further responding to paragraph 7, pursuant to the MERS Milestones Report for 100456-000073195-5, MERS was removed from the E*TRADE mortgage extinguishing the mortgage in 2011, and the E*TRADE mortgage was never assigned back to MERS, the purported note was reported inactive on the MERS system;

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

9.4 Further responding to the allegations of paragraph 7, Defendants deny that they made, executed, and delivered the purported mortgage to Mortgage Electronic Registration Systems, Inc. ("MERS"); Further responding to paragraph 7, Defendants deny that the ("Subject Mortgage") secures the ("Subject Property") of the Defendants; Further responding to paragraph 7, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

10. Answering the allegations of paragraph 8, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 8, to the extent that the original authentic mortgage with the blue ink signature in its present form is not recorded in the Beaufort County, SC ROD, the current original authentic mortgage would show the mortgage stamped in red ink "PAID IN FULL", Defendants deny that the purported mortgage recorded in October 13, 2005 is the original in its present form and Defendants deny that the purported recorded mortgage is valid or enforceable; Further responding to paragraph 8, Defendants state that it is without sufficient

knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

11. Answering the allegations of paragraph 9, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 9, the E*TRADE/MERS extinguished mortgage purportedly assigned to Citimortgage recorded on November 22, 2010, which at the time, the purported note was allegedly held by FNMA Trustee for benefit of the FNMA MBS Trust investors, Defendants deny the purported assignment of mortgage because the purported mortgage and purported mortgage assignment was void and a nullity;

11.1 Further responding to paragraph 9, to the extent that the purported extinguished mortgage that was purportedly assigned from Citimortgage to NATIONSTAR, LLC by assignment recorded August 10, 2016, Defendants deny the purported assignment of mortgage because the purported mortgage and mortgage assignment are void and are a nullity;

11.2 Further responding to paragraph 9, to the extent that the extinguished mortgage that was purportedly assigned from NATIONSTAR, LLC to ("Wilmington Savings Fund Society, FSB, not in its individual capacity, d/b/a CHRISTIANA TRUST as Owner Trustee on behalf of CSMC 2018 RPL6 Trust") by assignment recorded December 18, 2018, Defendants deny the purported assignment of mortgage because the mortgage and mortgage assignment are void and are a nullity; Further responding to paragraph 9, all three of the above referenced purported assignments of mortgage are void perjured documents containing forged signatures, false statements, notary fraud, fabricated, fraudulent, and void;

11.3 Further responding to paragraph 9, FNMA was the last alleged owner of the purported note, FNMA is strictly prohibited from selling the purported note pursuant to the governing FNMA Trust Indenture, Defendants deny the enforceability and validity of the purported note and all three of the purported mortgage assignments; Further responding to paragraph 9, Defendants state that it is without sufficient knowledge or information as to the truth or falsity

of the remaining allegations and, therefore, denies those allegations.

12. Answering the allegations of paragraph 10, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 10, Defendants deny that the purported mortgage evidences a mortgage, the mortgage is extinguished;

12.1 Further responding to paragraph 10, Defendants deny that the purported mortgage secures the repayment of money;

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

12.3 Further responding to paragraph 10, Defendants deny that they are Mortgagors on an extinguished purported mortgage;

12.4 Further responding to paragraph 10, Defendants deny that the purported "Subject Mortgage" constitutes a valid first lien on the purported "Subject Property"; Further responding to paragraph 10, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

13. Answering the allegations of paragraph 11, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 11, Defendants deny that all notices required by the terms of the purported extinguished mortgage or by State or Federal law have been given to the applicable defendant(s) prior to the commencement of this action;

13.1 Further responding to paragraph 11, Defendants deny that any notices are required by an extinguished mortgage or by the purported fully prepaid note; Further responding to paragraph 11, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

14. Answering the allegations of paragraph 12, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 12, Defendants deny that the purported "Subject Mortgage" secures the terms of the purported note;

14.1 Further responding to paragraph 12, Defendants deny that they are in default on the purported note and Defendants deny that the Plaintiff has the right to enforce the purported note;

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

14.3 Further responding to paragraph 12, Defendants deny that the Plaintiff has the right to enforce the subject mortgage;

14.4 Further responding to paragraph 12, Defendants deny that they are required to comply with the purported extinguished unenforceable void mortgage;

14.5 Further responding to paragraph 12, Defendants deny that the Plaintiff is entitled to accelerate the purported note;

14.6 Further responding to paragraph 12, Defendants deny that the Plaintiff is the legal holder of the purported note or subject mortgage;

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

14.8 Further responding to paragraph 12, Defendants deny that the purported note may become at once due or once due and payable without notice;

14.9 Further responding to paragraph 12, Defendants deny that the purported note is collectible by foreclosure; Further responding to paragraph 12, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

15. Answering the allegations of paragraph 13, each assertion set forth in this pleading is repeated herein verbatim; Responding to the allegations of paragraph 13, Defendants deny that any of the terms of the purported note are enforceable;

15.1 Further responding paragraph 13, Defendants deny that the Defendants are required to pay all collection costs or attorneys' fees;

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

15.3 Further responding to paragraph 13, Defendants deny that the purported note was placed in the hands of counsel on behalf of FNMA or any other person or entity for collection;

15.4 Further responding to paragraph 13, Defendants deny that the Plaintiff has the right to collect on the purported note or any collection rights;

15.5 Further responding to paragraph 13, Defendants deny that the Plaintiff has the right to initiate a collection action against the Defendants relating to the purported note;

15.6 Further responding to paragraph 13, Defendants deny that they are are in default of the purported note or the purported extinguished mortgage; Further responding to paragraph 13, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

16. Answering the allegations of paragraph 14, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 14, Defendants deny that the Plaintiff has the right to a personal judgment against the Defendants;

16.1 Further responding to the allegations of paragraph 14, Defendants deny that the the Plaintiff has the right to a deficiency judgment against the Defendants;

16.2 Further responding to paragraph 14, Defendants deny that the Plaintiff has the right to enforce the purported note or the extinguished E*Trade mortgage;

16.3 Further responding to paragraph 14, Defendants deny that the Plaintiff has the right to foreclose on the Defendants property;

16.4 Further responding to paragraph 14, Defendants deny that the Plaintiff has the right to collect the costs of collection; Further responding paragraph 14, Defendants state that it is

without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

17. Answering the allegations of paragraph 15, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 15, Defendants deny that they were in default on or around January 1, 2019 on the purported note;

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

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

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

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

17.5 Further responding to paragraph 15, Defendants deny that they are bound by the terms of the extinguished mortgage or the purported note.

17.6 Further responding to paragraph 15, Defendants deny that the Plaintiff has the right to add additional sums or collect a debt from the Defendants; Further responding to paragraph 15, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

18. Answering the allegations of paragraph 16, each assertion set forth in this pleading is repeated herein verbatim; Responding to paragraph 16, Defendants deny that the Defendant Dulamo Estates Homeowners Association, Inc. is a Defendant;

18.1 Further responding to paragraph 16, Defendants deny that Dulamo Estates Homeowners

Association, Inc. has claim or interest in the subject property;

18.2 Further responding to paragraph 16, Defendants deny that the Plaintiff is entitled to a judicial sale of the Defendants property; Further responding to the allegations of paragraph 16, Defendants state that it is without sufficient knowledge or information as to the truth or falsity of the remaining allegations and, therefore, denies those allegations.

19. Responding to "WHEREFORE, Plaintiff prays judgment that", Defendants incorporate the previous paragraphs as if repeated herein verbatim; Defendants deny that there is an amount due on the purported note or from the subject extinguished E*Trade mortgage;

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

B). Further responding to paragraph B, Defendants deny that they have any rents, issue, profits, tenants occupying or anyone exercising control over the property. Further responding that the Defendants deny that the subject property is a mortgaged property. Further responding that the Defendants deny that the Plaintiff has the right to appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court;

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

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

E). Further responding to paragraph A, "For such other and further relief as may be just and proper", Defendants deny that the Plaintiff is entitled to any relief. Defendants responding to "FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein." Further responding, Defendants deny that the Plaintiff is entitled to order or direct the Sheriff of Beaufort County to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said property without delay, and to keep the successful bidder or his assigns in such peaceable possession. Defendants deny any and all other allegations and statements set forth by Plaintiff unless specifically admitted herein.

AFFIRMATIVE DEFENSES

References in these affirmative defenses to Plaintiff refer to Plaintiff's assignors and/or predecessors in the event of assignor liability and/or that there is valid claim of assignment of a previous mortgage to Plaintiff.

Affirmative Defense #1
The Court Lacks Subject Matter Jurisdiction

20. Each assertion set forth in this pleading is repeated herein verbatim;

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 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. Each assertion set forth in this pleading is repeated herein verbatim;

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.

Affirmative Defense #3
Failure to State a Claim Upon Which Relief Can Be Granted

22. Each assertion set forth in this pleading is repeated herein verbatim;

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.

Affirmative Defense #4
Failure to Join Indispensable Parties

23. Each assertion set forth in this pleading is repeated herein verbatim;

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. Each assertion set forth in this pleading is repeated herein verbatim;

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 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 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. Each assertion set forth in this pleading is repeated herein verbatim;

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 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;

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;

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 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. Each assertion set forth in this pleading is repeated herein verbatim;

26.1 Plaintiff's claims are barred.

Affirmative Defense#8
No Chain of Title

27. Each assertion set forth in this pleading is repeated herein verbatim;

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;

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 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 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;

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. Each assertion set forth in this pleading is repeated herein verbatim;

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. Each assertion set forth in this pleading is repeated herein verbatim;

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 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. Each assertion set forth in this pleading is repeated herein verbatim;

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. Each assertion set forth in this pleading is repeated herein verbatim;

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";

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. Each assertion set forth in this pleading is repeated herein verbatim;

32.1 Plaintiff's claims are barred

Affirmative Defense #14
Fraud in the Inducement, Duress, Illegality, Unconscionability, and Undue Influence

33. Each assertion set forth in this pleading is repeated herein verbatim;

33.1 Plaintiff's claims are barred.

Affirmative Defense #15
Laches, Waiver, Estoppel, Consent, Release, Acquiescence, and/or Ratification

34. Each assertion set forth in this pleading is repeated herein verbatim;

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. Each assertion set forth in this pleading is repeated herein verbatim;

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. Each assertion set forth in this pleading is repeated herein verbatim;

36.1 Plaintiff knew or should have known that the true lender-creditors "owners" of the 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. Each assertion set forth in this pleading is repeated herein verbatim;

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 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. Each assertion set forth in this pleading is repeated herein verbatim;

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

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

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
Accord and Satisfaction

39. Each assertion set forth in this pleading is repeated herein verbatim;

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. Each assertion set forth in this pleading is repeated herein verbatim;

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. Each assertion set forth in this pleading is repeated herein verbatim;

41.1 Plaintiff's claims are barred.

Affirmative Defense #23
Statue of Limitations

42. Each assertion set forth in this pleading is repeated herein verbatim;

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. Each assertion set forth in this pleading is repeated herein verbatim;

43.1 Plaintiff's claims are barred.

Affirmative Defense #25
Promissory Estoppel

44. Each assertion set forth in this pleading is repeated herein verbatim;

44.1 Plaintiff's claims are barred.

Affirmative Defense #26
Ursury

45. Each assertion set forth in this pleading is repeated herein verbatim;

45.1 Plaintiff's claims are barred.

Affirmative Defense #27
Comparative Negligence, Fault of Plaintiff, and Third-Party Defendants and Predecessors

46. Each assertion set forth in this pleading is repeated herein verbatim;

46.1 Plaintiff's claims are barred

Affirmative Defense #28
Failure to Act in a Commercial Reasonable Manner

47. Each assertion set forth in this pleading is repeated herein verbatim;

47.1 Plaintiff's claims are barred.

Affirmative Defense 29
Prior Breach

48. Each assertion set forth in this pleading is repeated herein verbatim;

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. Each assertion set forth in this pleading is repeated herein verbatim;

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. Each assertion set forth in this pleading is repeated herein verbatim;

50.1 Plaintiff's claims are barred.

Affirmative Defense #32
Set-Off

51. Each assertion set forth in this pleading is repeated herein verbatim;

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;

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.

Defendants reserve any additional and affirmative defenses against Plaintiffs as may be revealed or become available during the court of investigation and/or discovery in the case or otherwise.

COUNTERCLAIMS AND THIRD-PARTY COMPLAINT

Having responded to each and every paragraph of Plaintiffs' complaint, Defendants assert their Counterclaims against Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust ("Counterclaim Defendants") and their Third-Party Complaint against Federal National Mortgage Association ("FNMA" or "Fannie Mae"), Wilmington Savings Fund Society, FSB, in its individual capacity, ("WSFS"), Christiana Trust Company of Delaware ("CHRISTIANA"), DLJ Mortgage Capital Inc ("DLJMC") as follows:

PARTIES

Plaintiff Wilmington Savings Fund Society, FSB, also known as WSFS Bank ("WSFS") is an FDIC-Insured subsidiary of WSFS Financial Corporation, with its principal place of business located at 500 Delaware Avenue, Wilmington, DE 19801.

Plaintiff Wilmington Savings Fund Society, FSB is being counter-claimed as owner trustee for

CSMC 2018 RPL6 Trust and Wilmington Savings Fund Society, FSB is being sued in "its individual capacity" as a Third-Party Defendant.

Plaintiff CSMC 2018 RPL6 TRUST ("CSMC Trust") is being counterclaimed as a "Delaware Statutory Trust" in the State of Delaware and was formed on September 19, 2018, the registered agent for the Trust to accept service is Wilmington Savings Fund Society, FSB located at 500 Delaware Avenue, Wilmington, DE 19801. The State of Delaware, in the Trust's registration statement, does not list a trustee for the trust.

Third-Party Defendant Christiana Trust Company of Delaware, ("CHRISTIANA") is a Delaware corporation formed under the laws of Delaware as a "Limited Purpose Trust" Company.

Federal National Mortgage Association ("FNMA" or "Fannie Mae") and their corporate headquarters are located at 1100 15th Street, NW, Washington, DC 20005. Due to COVID, Fannie Mae is accepting service of process at: Granite Park VII, 5600 Granite Pkwy, Plano, TX 75024.

DLJ Mortgage Capital Inc., ("DLJMC") wholly owned subsidiary of Credit Suisse (USA) Inc., sponsor of CSMC 2018 RPL6 Trust. DLJMC is a Delaware corporation and an affiliate of Credit Suisse Securities with headquarters at Credit Suisse's office in New York.

Unknown Defendants 1 through 10 are corporate entities and/or individuals that may assert a legal interest and/or who may be responsible for the acts complained of herein.

The Plaintiff CSMC Trust will be referred to as Plaintiff and the Third-Party Defendants FNMA, WSFS, CHRISTIANA, and DLJMC referenced above will collectively will be referred to as "Third-Party Defendants."

GENERAL ALLEGATIONS

52. Each assertion set forth in this pleading is repeated herein verbatim;

52.1 This case arises out of Plaintiff and Third-Party Defendants' unconscionable and

egregious and ongoing and far reaching fraudulent schemes for improper use of Homeowners' identity; improper use of Homeowners' unenforeceable note and extinguished mortgage, intentional misrepresentation of their rights to foreclose: false, forged, fraudulent, and perjured mortgage assignments; fraud in the inducement, fraud in the execution, as a mortgage aggregator and investment banker, 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. The participants in the securitization scheme described herein have knowingly and willfully devised business plans to reap millions of dollars in profits at the expense of the "Homeowners" and tens of thousands of other homeowners similarly situated and the investor in the CSMC 2018 RPL6 Trust and other investors in similar CSMC trusts, of which they are many collecting on tens of billions of dollars in toxic, fatally defective, and unenforceable mortgages.

53. Mr. and Mrs. Field, ("Defendants" or "Counterclaimants" or "Third-Party-Plaintiffs" or Homeowners") are owners of real property in Beaufort, SC.

54. Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust hereafter ("CSMC Trust") and Third-Party Defendant Wilmington Savings Fund Society, FSB, in its individual capacity, hereafter ("WSFS") is and was at all times material hereto a foreign (non-South Carolina incorporated) corporation, and Christiana Trust Company of Delaware ("CHRISTIANA") formed as a "Limited Purpose Trust", a foreign (non-South Carolina incorporated) corporation, and CSMC 2018-RPL6 Trust, a "Delaware Statutory Trust", and Federal National Mortgage Association, a foreign (non-South Carolina incorporated) corporation, and DLJ Mortgage Capital Inc., a foreign (non-South Carolina incorporated) corporation which engaged in a regular and systematic course of conduct in South Carolina including Beaufort County, SC and the other jurisdictions in the State of South Carolina, which conduct included and is not limited to 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.

55. The Plaintiff is CSMC 2018 RPL6 Trust ("CSMC Trust");

56. 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***

57. 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:

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)*

58. 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)

59. 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.

60. 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").

61. On October 11, 2019, the Plaintiff filed the above-captioned Complaint.

62. 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 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.;

63. 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.

64. 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.

65. The CSMC 2018 RPL6 Trust has one shareholder for the sole benefit of PIMCO Income Fund, the largest bond mutual fund in the world.

66. 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.

67. The AMC due diligence reports filed with the SEC on May 11, 2020 shows all 20,125 FNMA loan numbers that were acquired by DLJ Capital Mortgage, Inc., for CSMC 2018 RPL6 Trust. Homeowners conducted an exhaustive manual review of all 20,125 FNMA loan numbers in the CSMC 2018 RPL6 Trust and a complete computer scan of thousands of pages of documents and all of the 20,125 FNMA loan numbers in CSMC 2018 RPL6 Trust, the Homeowners' FNMA Loan #1700119966 IS NOT OWNED BY THE CSMC 2018 RPL6 TRUST.

68. 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.

69. 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.

70. 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.

71. 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".

72. 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.

73. The FNMA RPL2 Sale of 26,900 mortgage loans to DLJMC indicates that there are 6,775 mortgage loans that are missing.

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

75. 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.

76. 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.

77. The purported assignment shows the Homeowners' FNMA Loan number 1700119966.

78. 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.

79. 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.

80. 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.

81. 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".**

82. 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.

83. 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".

84. 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.

85. 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.

86. 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.

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

88. 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.

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

90. The CSMC 2018 RPL6 Trust does not own the purported note.

91. Wilmington Savings Fund Society, FSB, in its individual capacity, does not own the purported note..

92. 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.

93. 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";

94. 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.

95. 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.

96. 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.

97. On 11/21/2005, the MILESTONES Report MIN number: 1000456-0000731695-5 showing

ETRADE (MERS Id#1000456) and CitiMortgage (MERS Id#1000115);

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

99. 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).

100. 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.

101. 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.

102. 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.

103. 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).

104. 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 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.

105. 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.

106. 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;

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

108. 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.

109. 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.

110. 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.

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

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

112. 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."

113. 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)"**

114. 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."**

115. 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."**

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

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

117. 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.

118. 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

119. 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.

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

121. 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.

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

123. On December 22, 2010, FNMA prepaid the purported note/mortgage loan in the FNMA MBS Trust, the investors were prepaid-in-full.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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."

131. 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."

132. 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)

133. 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 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.

134. 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.

135. 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.

136. 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)"**

137. On August 6, 2016, Citimortgage 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 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)."

138. 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.

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

140. 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.

141. The Assignment of Mortgage from Citimortgage to Nationstar is void.

142. The purported assignment of mortgage document recorded in the Beaufort County, SC ROD is fraud upon fraud in the Homeowners' title.

143. 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, Palm Harbor, FL 34683;

144. 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)."

145. 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.

146. 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.

147. Fannie Mae Investor number #1700119966 was paid in full on or about December 22, 2010.

148. 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;

149. 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.

150. 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.

151. The Plaintiff is not the owner of the purported note nor is the purported note secured secured to the Homeowners' property.

152. 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

153. 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.

154. 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.

155. 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.

156. The purported note has been fully prepaid in full.

157. 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.

158. 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, 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.

159. 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.

160. 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.

161. In South Carolina, the foreclosing party Plaintiff and/or Third-Party Defendants, and/or their agents, in a foreclosure proceeding is required to prove that it is the holder or person entitled to enforce the note and mortgage in order to seek the remedy of foreclosure.

162. 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.

163. 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 and to other homeowners similarly situated in the State of South Carolina and nationally.

164. 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 Homeowners or homeowners similarly situated in the State of South Carolina. 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 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.

165. 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.

166. 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.

167. 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.

168. The specific pattern of unlawful activity of Plaintiff and/or Third-Party Defendants, and/or their agents, which has been perpetrated upon the Homeowners and other homeowners similarly situated in Beaufort County, SC, in the State of South Carolina, and nationally herein through fraudulent practices, in certain instances, actions involving perjury, is demonstrated by the specific instances of conduct set forth below, which conduct was executed with the same intent and in the same manner and means and with the same intended class of victims and intended results.

169. Plaintiff CSMC Trust and/or Third-Party Defendants, 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.

170. 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.

171. 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 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.

172. 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.

173. 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.

174. 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.

175. 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.

176. 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.

177. 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.

178. 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.

179. 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 descriptions of the content of the notes that were placed into the pool of assets that would be "securitized" by FNMA in December 2005.

180. 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.

181. 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.

182. 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.

183. 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 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.

184. 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.

185. 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.

186. 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.

187. Any grant of certificate of title to an entity other than the Homeowners creates an incurable defect in title.

188. 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.

189. Homeowners have every reason to believe that the 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.

190. Further, Homeowners have every reason to believe that their payments were not being forwarded to a "holder in due course" (HDC") of the note nor to any other authorized party because no HDC or authorized party exists.

191. Accordingly, 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.

192. 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.

193. Homeowners allege the closing was an "alleged loan closing" because in fact it was part of an undisclosed hidden illegal scheme to issue unregulated securities (mortgage backed securities) based upon the negotiation of non-negotiable notes, the terms of which had been changed, altered, amended or modified.

194. 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.

195. 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, and/or their agents and/or their predecessors fraudulently promoted.

196. 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.

197. Thus, the economics of mortgages changed, to wit: the worse the loan, the more money Plaintiff and/or Third-Party Defendants, and/or their agents and/or their predecessors made as long as there were enough people, like the Homeowners whose identify was used to hide the high volume (and high profit) of toxic waste loans. It was thus in their financial interest to create unrealistic and false market expectations, deceiving the public by aggregating tens of thousand of toxic loans in the State of South Carolina and across the country subject to the legacy FNMA Trust indenture that were identified as targets, then re-securitizing and re-selling toxic, unenforceable, and fatally defective loans utilizing Delaware Statutory Trusts and "Limited Purpose Trusts" as Trustees to form a legal liability shield as a scheme and as a means to double, triple or quadruple collect on debt that has already been collected and/or paid-in-full or sold multiple times to multiple parties simultaneously. Since these illegal profits were not disclosed, the Homeowners and homeowners similarly situated are entitled to an accounting and a pro rate share of the profits obtained by the illegal, improper and undisclosed use of their name, credit rating and identity, homeowner's believe those share of said profits would be in excess of $1 million.

198. The Distribution Reports are supposed to accurately reflect the "financial health of the trust," and provide Certificate holders, with important data such as the number of loans in

bankruptcy, the aggregate amount of special servicing fees, and the aggregate amounts of trust fund expenses. Each and every one of these categories is essential to assess its profit and loss potential in the REMIC entity. Furthermore, this data is used by bond rating agencies to assess the value of the Certificates. Based upon the filings and information of Plaintiff and/or Third-Party Defendants, and/or their agents and/or their predecessors it appears that 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.

199. Unreported repurchases of certificates or classes of certificates would and did result in a profit to the REMIC securitization and the REMIC re-securitization that went unreported, and which was not credited to Homeowners where the repurchase was, as was usually the case, far less than the original investment or with no monies invested at all. While Homeowners would never have entered into a transaction in which the true nature of this scheme was revealed, any profits, refunds, rebates, fees, points, costs or other income or gain should be credited on some basis to said Homeowners herein.

200. 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").

201. 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 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;

g. that a successive assignee or purchaser of the purported note and mortgage may not, upon assignment or purchase, unilaterally impose property insurance requirements different from those imposed as a condition of the original loan (also known as prohibition against increased forced-placed coverage) without the Homeowner's prior notice and consent;

202. In the Complaint against the Homeowners, 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 suits; and obtained access to South Carolina to collect on purported notes and foreclose on mortgages under false pretenses.

203. 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.

204. 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.

205. 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.

206. 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.

207. Plaintiff filed the pending 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.

208. Plaintiff's lawsuits also constitute an offense against justice and public administration, and therefore constitutes a pattern of corrupt activity in violation of the South Carolina Unfair Trade Practices Act ("UTPA"), pursuant to SC SEC 39-5-10 to -160, UPTA is patterned after section 5 of the Federal Trade Commission Act, 15 U.S.C. §45(a)(1).

209. 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.

210. 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.

FOR A FIRST CAUSE OF ACTION
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS)
Breach of the South Carolina Unfair Trade Practices Act

211. Each assertion set forth in this pleading is repeated herein verbatim;

212. The Plaintiff CSMC 2018 RPL6 Trust, Third-party Defendants, their agents, and their predecessors have engaged in a pattern deceptive and unfair trade practices causing harm to the Defendants ("Homeowners") and thousands of other homeowners similarly situated in South Carolina and nationally, including, but limited to, their Complaint and arising out of the same transactions;

213. Actions of the Plaintiff and Third-party Defendants, itself and/or by and through its agents and servants, such actions including, but not necessarily being limited to, those stated in this pleading, constitute violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, et seq.;

214. Plaintiff and Third-party Defendants, their agents, servicers, title companies, and foreclosure law firms. through their sophisticated, elaborate, deceptive, and unfair trade practices, have caused the Homeowners and thousands of other homeowners to be in double jeopardy on their homes and have caused irreparable harm to the Homeowners and other homeowners that have either lost their homes to the aggressive, abusive, unscrupulous, unconscionable, and egregious debt collection practices and/or wrongful foreclosure practices or now are at a very high risk of losing their homes in the near future to an elaborate scheme to defraud unsuspecting homeowners of their homes in South Carolina and nationally;

215. These unfair and deceptive acts affect not only the Homeowners, but also other

homeowners and members of the public and who will be damaged by the unfair and deceptive conduct of the Plaintiff and Third-Party Defendants;

216. The Plaintiff and Third-Party Defendants knew or should have known that the said actions were violations of the Unfair Trade Practices Act and were unfair and deceptive acts in trade or commerce;

217. These actions are capable of repetition, including, but not necessarily limited to, in that the Plaintiff and Third-party Defendants repeatedly engaged in a pattern or practice of such conduct;

218. This is an action for violations of the South Carolina Unfair Trade Practices Act ("UTPA"), pursuant to SC SEC 39-5-10 to -160, UPTA is patterned after section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45(a)(1);

219. Plaintiff and Third-party Defendants never legally or lawfully acquired any interest in the purported note or mortgage instruments related to the Homeowners' residential real property, and allegedly "acquired" such interests solely through false, fraudulent, and unlawful means.

220. As set forth above, the Plaintiff and Third-party Defendants and/or its agents acting in concert with other persons or entities intentionally manufactured a scheme to defraud the Homeowners and other homeowners on a wide scale whereby the Plaintiff and/or Third-party Defendants, through the use of the mails, the public records, and the Courts, intentionally devised false and fraudulent documents relating to the claimed and alleged real-party-in-interest status of mortgage loans when the Plaintiff and Third-party Defendants had actual knowledge that they had no such status, doing so through perjured documents and material misrepresentations with the specific intent to commit theft of residential real property;

221. As set forth above, the Homeowners relied upon the Plaintiff and Third-party Defendants' representations (as any reasonably and similarly-situated homeowner would),

which directly and proximately caused the Homeowners to suffer specific damages and other homeowners similarly situated;

222. The actions of Plaintiff and Third-party Defendants, and/or their agents were specifically directed to the Homeowners herein and other homeowners similarly situated;

223. In order to accomplish their objective, Plaintiff and Third-party Defendants developed and were part of an enterprise, which consisted of the Plaintiff and Third-party Defendants, and their agents including but not limited to various law firms, which worked together and in concert at the direction of the Plaintiff and Third-party Defendants for the specific purpose of furthering the pattern of unlawful activity set forth herein, including notary fraud and a regular pattern and practice of filing false and perjured documents in the public records to institute and further fraudulent foreclosures and steal residential real property from its owners;

224. As set forth herein below, Plaintiff and Third-party Defendants, through their predicate acts and pattern of criminal activity which Plaintiff and Third-party Defendants, and others engaged in throughout the State of South Carolina and elsewhere on a regular and continuous basis and with a defined and intentional purpose, conducted a nationalized fraud, the victims of which were the American homeowners including the Homeowners herein;

225. As set forth herein above and further herein below, Plaintiff and Third-party Defendants, together with the active aid, assistance, and agreement of other persons and/or entities and their respective agents, repeatedly, deliberately, intentionally, conspiratorially and with criminal intent received proceeds both directly and indirectly from a pattern of unlawful activity through theft, fraudulent practices, false pretenses, fraud, and perjury in the acquisition of title to and claimed rights, interest, and equity in real property;

226. As further set forth herein, the Plaintiff and Third-party Defendants and its agents and other persons and/or entities acting in concert who were employed and/or associated conducted and participated in such a pattern of unlawful activity including but not limited to a statewide

pattern of filing false and perjured documents in the public records; instituting false and fraudulent foreclosure proceedings; and deliberately ignoring and failing to comply with applicable foreclosure laws;

227. As set forth herein above and herein below, the Plaintiff and Third-party Defendants its agents and other persons and entities also conspired and endeavored to violate the activities prohibited by South Carolina Unfair Trade Practices Act ("UTPA") and specifically engaged in their pattern of unlawful activity at the expense of the Homeowners and other homeowners similarly situated and for their own benefit;

228. Plaintiff, Third-party Defendants, and their agents and other persons and entities engaged in their pattern of unlawful activity through and arising out of a series of transactions and acts in Complaints and/or foreclosure filings against the Homeowners and on other homeowners throughout the State of South Carolina, which transactions and acts included the fraudulent foreclosure filings, wrongful misrepresentations as to perjured documents, and intentional failure to comply with foreclosure laws as set forth above;

229. As such, Plaintiff, Third-party Defendants, their agents, and/or predecessors and other persons and entities have violated the South Carolina Unfair Trade Practices Act ("UTPA"), with said actions:

(a) having the same intent (that being to obtain, through a pattern of theft, fraud, fraudulent activity, and false pretenses, monies and real property from innocent and unknowing homeowners and rightfully the property thereof);

(b) having the same results (that being the wrongful foreclosure of the Homeowners' real property to further the unjust enrichment;

(c) having the same victims (homeowners with mortgage loans); and

(d) having the same methods of commission (that being theft, fraud, false pretenses, and perjury).

230. Homeowners have been repeatedly been harmed by the Plaintiff, Third-party Defendants, and their agents and acting in concert with other persons and entities and exposed the Homeowners and other homeowners similarly situated to double jeopardy as well as thousands of other homeowners similarly situated in the State of South Carolina and nationally;

231. As a result, Homeowners have suffered and will continue to suffer ascertainable, actual, consequential and special damages proximately caused by the actions of Plaintiff and Third-party Defendants;

232. As set forth above, Homeowners and homeowners similarly situated in South Carolina and nationally have been injured and have suffered significant damages by reason of the Plaintiff and Third-party Defendants and their agents and acting in concert with other persons and entities in violation of the South Carolina Unfair Trade Practices Act ("UTPA");

233. The South Carolina Unfair Trade Practices Act provides: "Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." S.C. Code Ann. § 39-5-20(a) (1985). "Any person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by another person of an unfair or deceptive method, act or practice declared unlawful by § 39-5-20 may bring an action individually . . . to recover actual damages." S.C. Code Ann. § 39-5-140 (1985). An unfair trade practice has been defined as a practice that is "offensive to public policy or which is immoral, unethical, or oppressive." Wogan v. Kunze, 366 S.C. 583, 606, 623 S.E.2d 107, 120 (Ct. App. 2005) (citing deBondt v. Carlton Motorcars, Inc., 342 S.C. 254, 269, 536 S.E.2d 399, 407 (Ct. App. 2000)).

234. UTPA prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce" and addresses both consumer protection and anti-competitive behavior in the marketplace. Pursuant to SC SEC 39-5-140(a), UTPA provides

for a private cause of action. Moreover, Homeowners may recover attorney fees and treble damages for a "willful" violation of the UTPA.

235. UTPA is not strictly tied to the FTC Act, see Miller v. W.H. Bristow, Inc., 739 F supp. 1044, 1055 (D.SC. 1990). South Carolina courts, therefore, "are. . . free to find [violations of the UTPA through] methods, acts or practices not heretofore specifically declared unlawful by the FTC or the Federal courts." ...See Bostick Oil Co. v. Michelin Tire Corp., Commercial Div., 702 F.2d 1207, 1220 n. 25 (4th Cir. 1983) (citation omitted), cert. Denied, 482 U.S. 827 (1987).

236. South Carolina courts define the terms "unfair" and "deceptive" according to the facts of each case, see Young v. Century Lincoln-Mercury, Inc., 396 S E. 2d 105 (S.C. Ct. App. 1989). Some practices or misrepresentations are undeniably unfair. The Courts may consider whether the trade practice is "offensive to public policy or . . . immoral, unethical, or oppressive." See Young, 396 SE.2d at 108.

237. Homeowners' proving deception under the UTPA, need only show that Plaintiff, Third-party Defendants, their agents, and/or predecessors and other persons and entities "had the capacity, effect, or tendency to deceive." See Young, 396 S E.2d at 108. Moreover, the capacity to deceive can be found without a finding that anyone has actually been deceived. See State ex rel. McLeod v. Brown, 294 S. E. 2d 781, 783 (S.C. 1982) (citation omitted). In fact, "[e]ven a truthful statement may be deceptive if it has a capacity or tendency to deceive." See Young, 396 S.E. 2d at 108 (citation omitted). Given the broad reach of the UTPA as indicated by Young and State ex rel. McLeod, Homeowner's may have a valid cause of action under the UTPA regardless of whether the representation in issue relates to a present or pre-existing fact.

238. Homeowners' action is in the interest of the public. See 15 USC. § 45(b); Noack, 351 SE.2d at 350. Pursuant to SC SEC 39-5-20(a) (1991). Plaintiff WSFS, Third-party Defendants, their agents, and/or predecessors and other persons and entities violated UPTA by unfair or deceptive acts or practices "in the conduct of any trade or commerce." Trade or commerce is

defined to include "any trade or commerce directly or indirectly affecting the people of this State" ...see SC SEC 39-5-10(b) (emphasis added).

239. Plaintiff, Third-party Defendants, their agents, and/or predecessors and other persons and entities and acting in concert with other persons or entities have had and will have an "impact on the public interest" by the unfair or deceptive acts or practices that have a "potential for repetition." See T Haley Nursery Co., Inc. v. Forrest, 381 SE. 2d 906 (S.C. 1989); see Goiser v. Harper, 413 S.E. 2d 845 (SC. Ct. App. 1991) (impact on public interest inferred from fact that deceptive offer made to other members of the public). There is no requirement, however, that the Plaintiff, Third-party Defendants, their agents, and/or predecessors and other persons and entities still be engaged in the unlawful practice in order for the Homeowners to bring this action. See State ex rel. McLeod v. Brown, 294 SE.2d 781 (SC. 1982).

240. Pursuant to SC 39-5-20(a), Plaintiff, Third-party Defendants, their agents, and/or predecessors and other persons and entities unfair and deceptive acts are actionable under the UTPA, because they must have occurred "in the conduct of any trade or commerce." Under the UTPA, trade and commerce "shall include the advertising, offering for sale, sale or distribution of any service and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity or thing of value wherever situate, and shall include any trade or commerce directly or indirectly affecting the people of this state." pursuant to SC SEC 39-5-10(b). These examples are illustrative and not exhaustive. "The statute's use of the words 'shall include' clearly suggests the legislature did not intend to limit 'trade' and commerce' to only the listed transactions." Baker v. Chavis, 410 S. E. 2d 600, 603 (S.C. 1991). See Sunshine Sportswear & Electronics, Inc. v. WSOC Television, Inc., 738 F.Supp. 1499, 1504 (D.S.C. 1989). Additionally, the words "trade" and "commerce" are synonymous ...see Baker v. Chavis, 410 S.E.2d at 603. Thus, trade is defined as both the business of buying and selling ... see In Baker,

the court held time-share arrangements are subject to the UTPA because the leasehold's acquisition resulted from the "buying" of the club's equity. Id.

241. Pursuant to SC SEC 39-5-10(a), Corporate officers are subject to individual liability under the UTPA. For the UTPA's purposes, a "person" is defined to include "natural persons, corporations, trusts, partnerships, incorporated or unincorporated associations and any other legal entity." This definition encompasses controlling persons in a corporation. ...see State ex rel. McLeod v. C & L Corp., Inc., 313 S.E.2d 334 (SC. Ct. App. 1984). A controlling person is defined as "one who makes formulates and directs corporate policy or who is deeply involved in the important affairs of the corporation." ...Id. at 341. Under this definition, an upper echelon officer, such as the C.E.O. or secretary, is subject to individual liability under the UTPA. ... See State ex rel. Medlock v. Nest Egg Soc'y Today, 384 S.E.2d 381 (S. C. Ct. App. 1986). Furthermore, a principal can be held liable under the Act for the misrepresentations of his agent regardless of whether the principal had actual knowledge. "[The Act] should not be construed to increase the plaintiffs burden of proving liability. Its purpose is to give additional protection to the victims of unfair trade practices, not to make a case harder to prove than it would be under common law principles." ... see State ex rel. McLeod v. C & L Corp., Inc., 313 S.E. 2d at 339 (citation omitted).

242. Pursuant to SC SEC 39-5-160, UTPA should not be preempted by other statutory schemes to the extent the Act provides additional protection for the injured party because the UTPA states "[t]he powers and remedies provided by this article shall be cumulative and supplementary to all powers and remedies otherwise provided by law."

243. Damages pursuant to 39-5-140(a) under the UTPA, Homeowner's may recover damages for "any ascertainable loss of money or property . . . as a result of. . . an unfair or deceptive method, act or practice." Additionally, a party may recover attorney fees. Actual damage is defined as "the difference in value between that with which the plaintiff parted and that which

he received." ...see Payne v. Holiday Towers, Inc., 321 S.E.2d 179, 182 (SC. Ct. App.1984) (citation omitted). Pursuant to 39-5-140(a), where "the unfair or deceptive method, act or practice was a willful or knowing violation of [the UTPA], the court shall award three times the actual damages sustained.

244. Under UPTA, "willful" is found where a party "should have known" that his or her conduct violates the UTPA ...see State ex rel. Medlock v. Nest Egg Soc'y Today, 384 S.E.2d 384 (S.C. Ct. App. 1986) (citation omitted). "The standard is not one of actual knowledge, but of constructive knowledge. If, in the exercise of due diligence, persons of ordinary prudence engaging in trade or commerce could have ascertained that their conduct violates the Act, then such conduct is `willful' within the meaning of the statute." Id. To determine willfulness, a court considers only the actions at the time of the sale. ... see Ward v. Dick Dyer & Assoc., Inc., 403 S.E.2d 310, 313 (SC. 1991).Thus, CITI cannot mitigate the determination of treble damages through good deeds subsequent to their wrongful acts.

245. The UTPA does not require a showing of a contract, combination, or conspiracy. . ..see Bostick, 702 F. 2d at 1220. See supra note and accompanying text. , the UTPA is not limited to practices which are unlawful under section 5 of the FTC Act.123 . ..see See supra.

246. Intentional interference with contractual relations or fraudulent misrepresentation is a violation of UTPA. ...see Glaesner v. Beck/Arnley Corp., 790 F. 2d 384, 388 (4th Cir. 1986). Intentional interference with contractual relations will support a UTPA claim. The elements of a claim for intentional interference with contractual relations are "(1) the existence of the contract; (2) the wrongdoer's knowledge of the contract; (3) the intentional procurement of its breach; (4) the absence of jurisdiction; and (5) resulting damages." ... see Collins Music Co. v. Terry, 400 S.E.2d 783 (S.C. Ct. App. 1991). If the conduct in issue amounts to an intentional interference, and meets the UTPA requirements of trade or commerce and public impact, a

cause of action under the UTPA exists. .. . see Camp v. Springs Mortgage Corp., 414 S.E.2d 784 (S.C. Ct. App. 1991).

247. As a result of aforesaid, the Homeowners have suffered damages as will be proved at trial.

248. Homeowners will seek to recover from Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, Fannie Mae, and DLJ Mortgage Capital Inc. and their agents actual and consequential damages that are caused by their misconduct. The unfair and deceptive actions were willful and knowing, and Homeowners are therefore entitled to recover an award of treble damages and its attorneys' fees from the Plaintiff and each of the Thirty-Party Defendants;

249. Homeowners are thus entitled to demand and do demand threefold actual damages, statutory, special, and consequential damages against the Plaintiff, Thirty-Party Defendants, their agents, and/or predecessors in addition to attorneys' fees (if applicable) and costs.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A SECOND CAUSE OF ACTION
AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS
Civil Conspiracy

250. Each assertion set forth in this pleading is repeated herein verbatim;

251. At all times material hereto, the Plaintiff CSMC 2018 RPL6 Trust, Third-party Defendants, and their agents and other persons and entities agreed, between and among themselves, and in combination with each other and various agents identified herein below ("Conspirators"), as to each overt act in furtherance of the conspiracy and enterprise, to engage

in unlawful actions for a common purpose, to wit: to perpetrate a fraud upon Homeowners through fraudulent threats of foreclosure and fraudulent foreclosure filings whereby the Conspirators, and their agents, would obtain monies, under fraudulent pretenses, of the Homeowners' real property at the expense of the Homeowners and without compensating the Homeowners.

252. The employees of Plaintiff and Third-party Defendants, such as Fannie Mae and others acted within the scope of their official duties in their commission of acts that injured the Homeowners.

253. Plaintiff and Third-party Defendants combined for the purpose of injuring Homeowners through their illegal debt collection and foreclosure practices with intent to unlawfully convert the Homeowners' real property and permanently deprive the Homeowners thereof; and to cause all deleterious consequences of their actions to be saddled upon the Homeowners, which consequences include but are not limited to the loss of real property; the incurring of expenses; and the adverse effects of claimed defaults and foreclosures placed on the Homeowners' credit reports by the Plaintiff and Third-Party Defendants and/or their agents.

254. Plaintiff and Third-party Defendants agreed to engage in these unlawful actions with various agents including but not limited to, sub-servicers, title companies, foreclosure law firms hereinafter ("Conspirators") for purposes of instituting and furthering fraudulent foreclosures, which Conspirators and their agents being involved in the various transactions and with the Conspirators participating in each overt act in furtherance of the conspiracy to defraud and convert, and did so in order to accomplish the objective of defrauding Homeowners and misappropriating monies and real property from the Homeowners. As a direct and proximate result of the overt, concerted, and conspiratorial actions of the Conspirators through and with their agents, Homeowners have suffered significant damages. The conspiracy to defraud and convert engaged in by the above referenced parties, and other parties not named constitutes a

separate and distinct independent tort which is separate and apart from any breach of any contract;

255. Plaintiff and Third-party Defendants never legally or lawfully acquired any interest in the purported note or mortgage instruments related to the Homeowners' residential real property, and allegedly acquired and/or obtained the right to enforce such interests solely through false, fraudulent, and unlawful means;

256. As set forth above, the Conspirators and/or its agents acting in concert with other persons or entities intentionally manufactured a scheme to defraud the Homeowners and other homeowners on a wide scale whereby the Conspirators, through the use of the mails, the public records, and the Courts, intentionally devised false and fraudulent documents relating to the claimed and alleged "ownership" and "holder" status of mortgage loans when they had actual knowledge that they had no such status, doing so through perjured documents and material misrepresentations with the specific intent to commit theft of residential real property;

257. As set forth above, the Homeowners relied upon the Plaintiff's, Fannie Mae's, and their agents representations (as any reasonably and similarly-situated homeowner would), which directly and proximately caused the Homeowners to suffer specific damages;

258. The actions of Plaintiff and Third-party Defendants and/or its agents were specifically directed to the Homeowners herein;

259. In order to accomplish their objective, Plaintiff and Third-party Defendants, and their agents developed and were part of an enterprise, which consisted of the Plaintiff and their agents, Third-party Defendants, and their agents, including but not limited to various law firms, which worked together and in concert at the direction of the Conspirators for the specific purpose of furthering the pattern of unlawful activity set forth herein, including title fraud, notary fraud, mortgage fraud, and a regular pattern and practice of filing false and perjured documents in the public records to institute and further fraudulent foreclosures and steal

residential real property from its owners;

260. As set forth herein below, Plaintiff and Third-party Defendants, through their predicate acts and pattern of criminal activity which the Plaintiff and Third-party Defendants, and others engaged in throughout the State of South Carolina and elsewhere on a regular and continuous basis and with a defined and intentional purpose, conducted a nationalized fraud, the victims of which were the American homeowner including the Homeowners herein;

261. Plaintiff and Third-party Defendants agreed with parties not named, between and among themselves to engage in the conspiracy to defraud for the common purpose of accruing economic gains for themselves at the expense of and detriment to the Homeowners and other homeowners arising out of the same transactions of the CSMC 2018 RPL6 Trust and other homeowners similarly situated. The actions of Plaintiff and Third-Party Defendants and others were committed intentionally, willfully, wantonly, and with reckless disregard for the rights of the Homeowners. As a direct and proximate result of the actions of Plaintiff and Third-Party Defendants and their agents in combination resulting in fraud and breaches of fiduciary duties, Homeowners have suffered damages.

262. Homeowners have suffered actual and special damages as a result of the overt acts committed pursuant to the combined actions of the Plaintiff and Third-Party Defendants and others in improperly and unjustifiably conspiring to illegally foreclose on the real property of the Homeowners.

263. As a result of aforesaid, Homeowners have suffered damages as will be proved at trial.

264. Homeowners will seek to recover from Plaintiff and Third-Party Defendants FNMA, WSFS, CHRISTIANA, and DLJMC and their agents actual and consequential damages that are caused by their misconduct all actual, special, and consequential damages that are caused by their misconduct.

265. Homeowners demand the entry of Final Judgment against Wilmington Savings Fund

Society, FSB, CSMC 2018 RPL6 Trust, Fannie Mae, Christiana Trust Company of Delaware and DLJ Mortgage Capital Inc., for actual, compensatory damages, and punitive damages, including interest, costs, attorneys' fees, and any other and further relief which is just and proper under the totality of the circumstances.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A THIRD CAUSE OF ACTION
COUNTERCLAIM AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS)
Fraud and Misrepresentation

266. Each assertion set forth in this pleading is repeated herein verbatim;

267. At all times material hereto, the Plaintiff, Third-Party Defendants, and/or by their agents, predecessors, and other persons and entities had actual knowledge that their written statements as to alleged "ownership" of the purported note and/or mortgage and the legal entitlement to demand monies from Homeowners and institute foreclosure proceedings were false statements of material fact which were false when made and known by said Plaintiff, Third-party Defendants, and their agents, and predecessors to be false when made;

268. The Plaintiff, Third-Party Defendants, and/or by and through their agents and servants, have 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 and Third-Party Defendants claims;

269. The Plaintiff and Third-Party Defendants intended, or at least expected or desired, that the Homeowners would rely upon the impressions conveyed by this conduct;

270. The Plaintiff and Third-Party Defendants 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;

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

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

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

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

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

276. Nothing in the Court record establishes that Plaintiff, Third-Party Defendants, and/or "Fannie Mae" ("FNMA") is the secured creditor, holder in due course, real party in interest, or the owner of a valid and enforceable Note and/or Mortgage on the real property of the Homeowners. Thus, even if the Plaintiff could properly bring a motion in the name of and on behalf of the "real party in interest", (the entity that has rights in and pecuniary interest under the note secured by the mortgage), nothing of record adequately establishes who that entity actually is;

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

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

279. Plaintiff's claims are without any proof, proof of validation, and proof of priority of claims whatsoever;

280. Plaintiff knowingly filed false, fraudulent, unlawful and deficient Complaint to expedite

this foreclosure to Homeowner's detriment;

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

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

283. Plaintiff and Third-Party Defendants have not shown that they are the owner of the purported note, secured Creditor, Real Party in Interest, Holder-in-Due Course, or an agent of any thereof that would be secured to the real property of the Homeowners;

284. Plaintiff is using third parties, including, but not limited to FNMA, CSMC Trust, DLJMC, Christiana Trust as a shield, to shield from disclosure the true material facts in this action;

285. Plaintiff has deprived the Homeowners of the Defenses available;

286. Plaintiff, Third-party Defendants, and their agents, and predecessors made the subject false statements with the specific intent that the Homeowners rely thereon and with the separate specific intent, which separate specific intent was unknown to the Homeowners at the time, to defraud the Homeowners. It is legally impossible for any person or entity to have a valid and enforceable note to foreclose on the real property Homeowners;

287. Despite the purported note and/or mortgage was sold/securitized to a FNMA MBS Trust on or about December 1, 2005 and subsequently prepaid-in full from the FNMA MBS Trust as an extinguishment mortgage and/or of the purported note. Plaintiff instituted foreclosure proceedings in South Carolina where it claims, in official court filings an documents filed in the public records and sent to the Homeowners herein through the mails, to be the "Real-Party-in-Interest and has the right to enforce the purported note and mortgage and an "Assignee of the

Mortgage" and the "Creditor" for purposes of attempting to justify legal entitlement to institute foreclosure proceedings, doing so based upon nothing more than either:

(a) unworn allegation unsupported by any evidence; and

(b) by a one page false, fraudulent, and forged "ROBO" signed document without authorization from NATIONSTAR at the behest of Fannie Mae fabricated by Nationwide Title Clearing, Inc. which is easily identified to be a forgery; and

(c) a canceled note and in Plaintiff's foreclosure effort, supported the allegation of Real-Party-in-Interest or that Plaintiff is or was entitled to initiate a foreclosure action on the Homeowners or Plaintiff legally acquired the full and unencumbered interest in either the purported note and the mortgage instrument. In South Carolina foreclosure proceedings, Plaintiff and/or its agents have also falsely alleged, in civil foreclosure actions and in public records filings which have been served on the Homeowners herein through the mails;

288. Plaintiff and Third-Party Defendants intentionally and willfully uttered, in writing throughout foreclosure proceedings in Beaufort County, SC and across South Carolina, the false and fraudulent misrepresentations as to the named Plaintiff for the sole and specific purpose of manufacturing bogus "assignments" of mortgages and in order to institute and further fraudulent foreclosure proceedings with the intent of said Plaintiff and their agents being the same across all jurisdictions: to wit, the theft of monies and/or real property from the owners thereof;

289. In furtherance of its well-entrenched and established scheme to defraud homeowners and to perpetrate fraudulent foreclosure proceedings for the purpose of wrongfully and illegally acquiring real property, Plaintiff also willfully and intentionally ignored and deliberately failed to comply with applicable laws and rules pertaining to the foreclosure process, such as the proper certifications in South Carolina foreclosures. Plaintiff and Third-party Defendants and/or their agents and vendors have consistently filed false, fraudulent, perjured ROBO documents containing notary fraud via 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 and is consistent with Plaintiff's pattern and Third-Party Defendants pattern of falsely misrepresenting the legal scope and effect of the mortgage assignments and invalid and unenforceable notes for purposes of manufacturing legal standing and causing the execution of false and fraudulent "assignments" of mortgages to further fraudulent foreclosures statewide and nationally;

290. The specific pattern of unlawful activity of Plaintiff and Third-Party Defendants, which has been perpetrated upon the Homeowners and other homeowners similarly situated in Beaufort County, SC and in the State of South Carolina herein through fraudulent practices, in certain instances, actions involving perjury, is demonstrated by the specific instances of conduct set forth below, which conduct was executed with the same intent and in the same manner and means and with the same intended class of victims and intended results;

291. Plaintiff instituted actions to foreclose on the purported note against the Homeowners doing so without a valid mortgage assignment and with no evidence that Plaintiff legally acquired ownership of the purported note or holder interest in the purported loan;

292. The mortgage assignment to Plaintiff requested by Fannie Mae is void and shows intent of fraudulent conveyance to Plaintiff. The assignment is a legal impossibility in view of the FNMA MBS Trust securitization assignment that "closed" in 2005;

293. The assignment to the Plaintiff is fraudulent and illegal;

294. Plaintiff's allegations in the Complaint are fraudulent, constituting a fraud on the court and institution of fraudulent foreclosure litigation. The purported note, Plaintiff is without authority as the Plaintiff is not the owner or the Holder in Due Course;

295. Plaintiff is claimed to be the real-party-in-interest of the purported note and/or mortgage of a securitized mortgage loan sold and securitized to a FNMA MBS Trust which "closed" in December 2005 and the purported note was prepaid-in-full and the mortgage extinguished by the FNMA MBS Trust on or about December 22, 2010;

296. Payments demanded to be made to Plaintiff without evidence that Plaintiff owns the purported note or that it is shown to be owned by any person or entity;

297. The Complaint lawsuit filed by Plaintiff against Homeowners without evidence of ownership of the loan and where there is evidence that the loan was (allegedly) transferred to FNMA MBS Trust securitization trust in 2005 is Fraud upon the Court and a fraudulent foreclosure filing. The illegal court proceedings instituted by Plaintiff against the Homeowners for a purported note sold to a FNMA MBS Trust securitization which "closed" in 2005;

298. The Plaintiff and Third-party Defendants and their agents knowingly and intentionally concealed material information from Homeowners which is required by Federal Statutes and Regulations to be disclosed;

299. Plaintiff and Third-party Defendants also materially misrepresented material information to the Homeowners with full knowledge that their affirmative representations were false, fraudulent, and misrepresented the truth at the time said representations were made;

300. Under the circumstances, the material omissions and material misrepresentations of Plaintiff and Third-Party Defendants were malicious;

301. As a direct and proximate cause of the Plaintiff and the Third-party Defendants material omissions and material misrepresentations, Homeowners have suffered damages;

302. As a direct and proximate result of the actions and course of conduct of Plaintiff and the Third-party Defendants, and their respective agents, Homeowners have suffered damages;

303. The fraudulent conduct engaged in by the Plaintiff and the Third-party Defendants constitutes a separate and independent tort separate and apart from any breach of any contract;

304. Plaintiff and the Third-party Defendants disguised the transaction to create the appearance of the lender being authorized to do business and to enter into the subject transaction when in fact the real-party-in-interest was not disclosed to Homeowners, if there is one, as aforesaid, and neither were the various fees, rebates, refunds, kickbacks, profits and

gains of the various parties who participated in this unlawful scheme;

305. The person to whom the purported note was transmitted or eventually "assigned", if it was assigned, was neither a financial institution nor an entity or person authorized, chartered or registered to do business in this State nor to act as banking, lending or other financial institution anywhere else;

306. As such, this fraudulent scheme, (which was in actuality a plan to trick the Homeowners was in fact a sham to use Homeowners interest in the real property to collect or foreclose;

307. Under Applicable law, the interest charged on this usurious mortgage prevents any collection or enforcement of principal or interest of the purported note, voids any security interest thereon, and entitles the Homeowners to recovery of all money or value paid to the Plaintiff and Third-party Defendants, their agents and predecessors, plus treble damages, interest, and attorney fees;

308. Under Applicable Law Homeowners are also entitled and demand a permanent injunction be entered against the Plaintiff and Third-P Defendants preventing them from taking any action or making any report in furtherance of collection on this alleged debt which was usurious, as aforesaid, requiring the ROD of Beaufort County, SC in which the alleged mortgage and other instruments are recorded to remove same from the record, allowing the filing of said order in the office of the clerk of the property records where the subject property, "Loan transaction" and any other documents relating to this transaction are located and dissolving any lis pendens or notice of pendency relating to Plaintiff's purported claim.

309. As a result of aforesaid, Homeowners have suffered damages as will be proved at trial;

310. Homeowners will seek to recover from Plaintiff, WSFS, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, Fannie Mae, and DLJ Mortgage Capital Inc. and their agents actual and consequential damages that are caused by their misconduct all actual, special, and consequential damages that are caused by their misconduct;

311. Homeowners demand the entry of Final Judgment against Wilmington Savings Fund Society, FSB, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, Fannie Mae, and DLJ Mortgage Capital Inc. for compensatory damages, interest, costs, attorneys' fees, and any other and further relief which is just and proper under the totality of the circumstances.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A FOURTH CAUSE OF ACTION
COUNTERCLAIM AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS)
Abuse of Process

312. Each assertion set forth in this pleading is repeated herein verbatim;

313. The Plaintiff, Third-Party Defendants, and/or by their agents and/or predecessors filing of the instant action or prior actions was done for the ulterior purpose of collecting a non-existent debt or unenforceable debt.

314. The Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors knew or should have known that the alleged debt was unenforceable and knew or should have known that the mortgage was extinguished and knew or should have known Homeowners had paid or had attempted to pay;

315. The Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors, returned Defendants' payments instead of of accepting them for purposes of generating this lawsuit and prior lawsuits;

316. As a result of aforesaid, Defendants has suffered damages as will be proved at trial;

317. Plaintiff, Third-Party Defendants, and their agents, and predecessors improper use of process by filing the Lis Pendens and Complaint, and each step in the furtherance of that

improper lawsuit against Mr. and Mrs. Field ("Homeowners") were neither authorized nor warranted, and in which the trial court should hold to be "void *ab inito*" as void from the very time it was filed, and hold the Lis Pendens voidable and void it forever;

318. Plaintiff and Third-Party Defendants had an ulterior motive in making improper use of process, which was to tie up and alienate the property of the Homeowners, and prevent them from being able to obtain any financing, to sell their home, and also to take their home and any remaining equity at the time of the filing of the wrongful foreclosure lawsuit and Lis Pendens;

319. As a result of aforesaid, Defendants have suffered damages as will be proved at trial.

320. Homeowners were damaged by the improper use of process proximately caused by Plaintiff and Third-Party Defendants :

a. Physical injuries suffered by Mr. and Mrs. Field ;

b. Mental suffering of Mr. and Mrs. Field;

c. Expenses incurred by Mr. and Mrs. Field as a result of abuses;

d. Injury to Mr. and Mrs. Field's, property, reputations, and financial standing;

e. Loss of profits and money damages caused by Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust abuses;

f. Pecuniary losses;

g. Impairment of value of the property, impairment of property;

h. Litigation expenses, attorney fees and costs;

i. Punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust;

j. All other damages which this court deems just and proper.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A FIFTH CAUSE OF ACTION
COUNTERCLAIM AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD PARTY DEFENDANTS
Breach of Contract

321. Each assertion set forth in this pleading is repeated herein verbatim;

322. Under South Carolina law, the relationship between mortgagee and Homeowners is based in contract;

323. The Plaintiff, Third-Party Defendants, and/or their predecessors, and/or their agents, have repeatedly breached the mortgage since 2010;

324. The Plaintiff, Third-Party Defendants, and/or their predecessors, and/or their agents, extinguished the purported mortgage, canceled the nominal mortgagee "MERS", and unlawfully assigned said mortgage to Citimortgage;

325. The Plaintiff, Third-Party Defendants, and/or their predecessors, and/or their agents knowingly, willfully, unlawfully modified an unmodifiable mortgage in contravention to the FNMA Trust Indenture, thus breaching the mortgage, said modification of an extinguished mortgage was in violation of HAMP guidelines.

326. The Plaintiff, Third-Party Defendants, and/or their predecessors, and/or their agents knowingly, willfully, fraudulently, and unlawfully sold an extinguished mortgage, thus breaching the mortgage;

327. The Plaintiff, Third-Party Defendants, and/or their predecessors, and/or their agents knowingly, willfully, fraudulently, and unlawfully collected monies on an extinguished mortgage;

328. The Plaintiff, Third-Party Defendants, and/or their predecessors, and/or their agents knowingly, willfully, fraudulently, and unlawfully prosecuted a foreclosure Complaint on an extinguished mortgage;

329. Defendants have paid and/or attempted to pay the alleged mortgage, albeit an

extinguished mortgage;

330. Plaintiff unlawfully refused to accept those payments for the sole purpose of filing a lawsuit against the Defendants, thus breaching the mortgage;

331. Plaintiff knowingly, willfully, and fraudulently filed a void mortgage assignment in order to justify unlawful collection of excessive fees, costs and attorneys' fees;

332. The Plaintiff, Third-Party Defendants, and/or their predecessors, and/or their agents breaches include: Lack of Capacity, Unconscionability, Illegality, and Duress;

333. Breach of Contract Accompanied by Fraudulent Act South Carolina has long recognized a plaintiff's right to recover punitive damages for a breach of contract accompanied by fraudulent act. See, e.g., Welborn v. Dixon, 70 S.C. 108, 117, 49 S.E. 232, 235 (1904) (recognizing that where a breach of contract is accompanied with a fraudulent act, punitive damages may be recoverable). In order to maintain a claim for breach of contract accompanied by fraudulent act, a plaintiff must prove three elements: (1) a breach of contract; (2) fraudulent intent relating to the breaching of the contract, not merely to its making; and (3) a fraudulent act accompanying the breach. Floyd v. Country Squire Mobile Homes, Inc., 287 S.C. 51, 53–54, 336 S.E.2d 502, 503–04 (Ct. App. 1985) (citations omitted).

334. The Plaintiff, Third-Party Defendants, and/or their predecessors, have breached the mortgage, Defendants have suffered damages in an amount to be determined at trial.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A SIXTH CAUSE OF ACTION
COUNTERCLAIM AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS)
(Unjust enrichment)

335. Each assertion set forth in this pleading is repeated herein verbatim;

336. Plaintiff and Third-Party Defendants, and/or their predecessors did not pay fair and adequate "consideration" to any person or entity for purported note and/or mortgage;

337. Homeowners allege that the granting Plaintiff's demands in their Complaint and claims would result in "Unjust Enrichment", as the Plaintiff would receive money they are not entitled to receive;

338. Plaintiff, Third-Party Defendants, predecessors, and/or by their agents and/or predecessors cannot, in good conscience and equity, retain the benefits from their actions of charging fees. rebates, kickbacks, profits (including but not limited to from resale of mortgages and notes using Homeowners' identity, credit score and reputation without consent, right, justification or excuse as part of an illegal enterprise scheme) and gains and YSP fee unrelated to the closing;

339. Plaintiff, Third-Party Defendants, and/or by their agents and/or predecessors have been unjustly enriched at the expense of the Homeowners, and maintenance of the enrichment would be contrary to the rules and principles of equity;

340. Plaintiff, Third-Party Defendants, and/or by their agents and/or predecessors have also been additionally enriched through the receipt of payment from third parties including but not limited to investors, insurers, other borrowers, the United States Department of the Treasury, the United States Federal Reserve;

341. Plaintiff, Third Party Defendants, and/or their agents and/or their predecessors have wrongfully collected and/or attempted to collect payments from Defendants, or are attempting to charge and/or collect through this action, attorney fees, legal fees, foreclosure costs, late

charges, property inspection fees, title search expenses, filing fees, broker price opinions, appraisal fees, and other charges and advances, and predatory lending fees and charges that are not authorized by a void mortgage and/or a discharged liquidated paid-in-full note;

342. Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors continue to wrongfully attempt to collect these illegal charges;

343. Plaintiff would be unjustly enriched if they were to receive the relief requested;

344. As a result of aforesaid, Defendants have suffered damages as will be proved at trial;

345. Homeowners demand restitution and will seek to recover from Plaintiff, Third-Party Defendants FNMA, WSFS, CHRISTIANA, and DLJMC, and their agents, and/or predecessors actual, special, consequential, statutory, and exemplary damages that are caused by their misconduct.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A SEVENTH CAUSE OF ACTION
COUNTERCLAIM AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD PARTY DEFENDANTS
Violations of the Fair Credit Reporting Act

346. Each assertion set forth in this pleading is repeated herein verbatim;

347. At all times material, Plaintiff, Third-Party Defendants, and/or by their agents, Plaintiff's counsel, Bell Carrington Price & Gregg, LLC, Shellpoint Mortgage Servicing, and agents thereof, acted as a provider of information to the Credit Reporting Agencies, including, but not limited to Experian, Equifax, and TransUnion in violation of the Federal Fair Credit Reporting Act;

348. Plaintiff, Third-Party Defendants, and its agents and/or servicers, wrongfully,

improperly, and illegally reported negative information as to the Homeowners to one or more Credit Reporting Agencies, resulting in Homeowner having negative information on their credit reports and the lowering of their FICO scores;

349. Pursuant to 15 USC sec. 1681 (s)(2)(b), Homeowners are entitled to maintain a private cause of action against the Plaintiff, et al., for an award of damages in an amount to be proven at the time of trial for all violations of the Fair Credit Reporting Act which caused actual damages to Homeowners, including emotional distress and humiliation. Homeowners are entitled to recover damages from the Plaintiff for negligent non-compliance with the Fair Credit Reporting Act;

350. As a result of aforesaid, Defendants have suffered damages as will be proved at trial;

351. Homeowners are also entitled to an award of punitive damages against he Plaintiff for their willful noncompliance with the Fair Credit Reporting Act.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A EIGHTH CAUSE OF ACTION
COUNTERCLAIM AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS)
(Slander of Title by Disparagement of Title)

352. Each assertion set forth in this pleading is repeated herein verbatim;

353. Mr. and Mrs. Field ("Homeowners") own the property upon which Plaintiff, and/or their agents brought and maintain an improper foreclosure lawsuit and Lis Pendens which were false, done with malice, published in the public records of the courts and property records of Beaufort County, SC which disparaged their property, causing special damages that are the proximate

cause and result of Plaintiff Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, and their agents unauthorized, improper, slanderous, and disparaging acts;

354. Slander title is a claim involving real estate in which one entity falsely claims to own another entity's property. It can also be casting aspersion on someone else's property or goods. It can be defined as a false and malicious statement, oral or written; made in disparagement of a person's title to real or personal property, or of some right of his, causing special damage;

355. Plaintiff and/or their agents have done the essential elements of a slander title cause of action by their enumerated behaviors that include "the uttering and publication of the slanderous words, the falsity of the words, malice, and special damages." In order to establish the elements of slander of title, the Homeowners must prove that the Plaintiff and/or their agents, have communicated to a third party a false statement disparaging title which has caused the Homeowners actual damage. According to filing the lawsuit, including the imposition of the Lis Pendens and other enumerated published statements to third parties, they have committed Slander of Title by Disparagement of Title. Malice is presumed if the disparagement of title to real property is false, causes damage, and is not privileged. The term slander of title is somewhat of a misnomer because slander refers to that which is spoken. The tort slander of title lander requires publication. Although the term "slander" is more appropriate to the defamation of the character of an individual, yet the term "slander of title" has by use become a recognized phrase of the law. A slander of title suit can be made in a variety of circumstances including but not limited to the filing of an invalid lien against real property or virtually any type of recordable instrument recorded against a property by one without privilege which is untrue;

356. The Plaintiff and Third-party Defendants, and their agents, and predecessors slandered

the Homeowner's title by recording in the public land records a mortgage assignment that is false, forged, fabricated, fraudulent and unrelated to the purported note of which are by their terms dependent upon the existence of the purported note subject of this case;

357. These statements have diminished the value of the subject property in the eyes of third parties;

358. The Homeowners have suffered damages as the consequent and proximate result;

359. Homeowners will seek to recover from Plaintiff, WSFS, CSMC Trust and Third-Party Defendants FNMA, WSFS, Christiana Trust, and DLJMC, their agents and predecessors for actual, consequential, and special damages that are caused by their misconduct;

360. Homeowners were damaged by the slander by disparagement of their title proximately caused by Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, their agents, and Third-Party Defendants, and predecessors as follows:

a). Physical injuries suffered by Mr. and Mrs. Field;

b). Mental suffering of Mr. and Mrs. Field;

c). Expenses incurred by Mr. and Mrs. Field as a result;

d). Injury to Mr. and Mrs. Field property, reputations, and financial standing;

e).. Value of money or property obtained by Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, their agents, and Third-Party Defendants through slander of title;

f). Loss of value, income and of profits caused by slander of title;

g). Pecuniary losses and money damages;
Impairment of vendability or value of property, impairment of property value;

h). Litigation expenses, attorney fees and costs;

I). Punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, their agents, and Third-Party

Defendants; and

j.) All other damages which this Court deems just and proper.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A NINETH CAUSE OF ACTION
COUNTERCLAIM, AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS)
(Libel/Slander)

361. Each assertion set forth in this pleading is repeated herein verbatim;

362. The Plaintiff, Third Party Defendants, and/or by their agents have published statements and spoken statements concerning the Homeowners in writing and verbally;

363. Such statements include statements to the effect that the Homeowners is currently delinquent in its payments with regard to the loan subject of this action and is in default thereof;

364. These statements tended to impeach the honesty, integrity, virtue, creditworthiness, business soundness, and/or reputation of the Homeowners;

365. These statements were false;

366. These statements were published with malice by the Plaintiff, Third-Party Defendants, and/or their agents. These statements were published with the Plaintiff's and/or their agents knowledge of their falsity or with reckless disregard by the Plaintiff and/or their agents of whether they were true or false. These statements were libelous per se.

367. The publication by the Plaintiff, Third-Party Defendants, and/or their agents of these statements has proximately caused damages to the Homeowners, such damages including, but not being limited to, embarrassment, humiliation, mental anguish and suffering, and damage to the Homeowners credit and reputation;

368. As a result of aforesaid, Defendants have suffered damages as will be proved at trial;

369. Homeowners will seek to recover from Plaintiff, WSFS, CSMC Trust, and Third-Party Defendants FNMA, WSFS, CHRISTIANA, and DLJMC, their agents, and/or predecessors actual and consequential damages that are caused by their misconduct all actual, special, and consequential damages that are caused by their misconduct.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR A TENTH CAUSE OF ACTION
COUNTERCLAIM AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS
(Violations of The Fair Debt Collections Practices Act)

370. Each assertion set forth in this pleading is repeated herein verbatim;

371. At all times material, Plaintiff and/or by their agents, Third-Party-Defendants, and/or by their agents and/or predecessors, counsel Bell Carrington Price & Gregg, LLC, Shellpoint Mortgage Servicing, and agents thereof, acted as a provider of information to the Credit Reporting Agencies, including, but not limited to Experian, Equifax, and TransUnion under the Federal Fair Credit Reporting Act;

372. Plaintiff and/or their agents, Third-Party-Defendants, and/or their agents and/or predecessors, wrongfully, improperly, and illegally reported negative information as to the Homeowners to one or more Credit Reporting Agencies, resulting in Homeowner having negative information on their credit reports and the lowering of their FICO scores;

373. The Fair Debt Collections Practices Act (FDCPA), codified at 15 U.S.C. §1692 et seq., was enacted to give added protections to consumers who have been pursued by abusive debt collectors, such as the Plaintiff and/or their agents, Plaintiff's counsel, Bell Carrington Price &

Gregg, LLC, Shellpoint Mortgage Servicing, and agents thereof;

374. Pursuant to 15 USC sec. 1681 (s)(2)(b), Homeowners are entitled to maintain a private cause of action against the Plaintiff for an award of damages in an amount to be proven at the time of trial for all violations of the Fair Credit Reporting Act which caused actual damages to Homeowners, including emotional distress and humiliation. Homeowners are entitled to recover damages from the Plaintiff and Third-Party Defendants for negligent non-compliance with the Fair Credit Reporting Act;

375. Homeowners disputed the debt. Under the FDCPA, attorneys are "debt collectors". All of the above mentioned "debt collectors" have failed to disclose the true secured Creditor as required by the FDCPA in spite of repeated requests;

376. The above referenced law firm has failed to disclose the secured creditor, if there is one.

377. The Act also states that any attorney's fees or charges imposed by the debt collector that were not expressly authorized by the mortgage contract constitute violations;

378. Homeowners will seek to recover from Plaintiff, WSFS, CSMC Trust, and Third-Party Defendants FNMA, WSFS, Christiana Trust, and DLJMC and their agents actual and consequential damages that are caused by their misconduct all actual, special, and consequential damages that are caused by their misconduct;

379. As a result of aforesaid, Defendants have suffered damages as will be proved at trial;

380. A "debt collector" who violates the FDCPA may be liable for any actual damages sustained by the violation, additional damages up to $1000 and the costs of the action, including reasonable attorneys fees;

381. Homeowners are also entitled to an award of punitive damages against the Plaintiff and/or Third-Party Defendants for their willful noncompliance with the Fair Credit Reporting Act.

WHEREFORE Rex A. Field and Tracy L. Field demand a judgment for damages and punitive

damages against Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, Wilmington Savings Fund Society, FSB, in its individual capacity, Christiana Trust Company of Delaware, CSMC 2018 RPL6 Trust, and Third-Party Defendants for attorney fees and costs, permanent injunctive relief from these Counter-Defendants and Third-Party Defendants and their successors, all other relief which this court deems just and proper, and a trial by jury of all issues so triable.

FOR AN ELEVENTH CAUSE OF ACTION
COUNTERCLAIM AND THIRD-PARTY COMPLAINT
(AGAINST PLAINTIFF AND THIRD-PARTY DEFENDANTS
Quiet Title to Property

382. Each assertion set forth in this pleading is repeated herein verbatim;

383. Homeowners have sent or have caused to be sent authorized Qualified Written Requests to Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors which they have failed to properly answer;

384. The real party in interest on the lender side was the owner of the asset backed security issued as a MBS Trust, which no longer exists, the insurer through some claim of equitable interest, or the Federal government through the United States Department of the Treasury or the Federal Reserve. The security was a "securitized" bond deriving its value from the underlying mortgages of which the purported mortgage is no longer one. Thus, Homeowners are entitled to quiet title against Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors, clearing title of the purported subject mortgage encumbrance.

385. Homeowners are informed and believe and thereupon allege that Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors claim or might claim an interest in the property adverse to the Homeowners herein. However, the claim of Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors are without any right whatsoever, and that Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors have no legal or equitable right, claim, or interest in said property.

386. As a result of aforesaid, Defendants have suffered damages as will be proved at trial.

387. Homeowners therefore seeks a declaration that the title to the subject property is vested in Homeowners alone and that Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors herein, be declared to have no estate, right, title or interest in the subject property and that Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors be forever enjoined from asserting any estate, right, title or interest in the subject property adverse to Homeowners herein.

WHEREFORE, in this Count, Homeowners pray this Court will enter judgment as follows:

a. For an order compelling Plaintiff, Third-Party Defendants, and/or their agents, to transfer or release legal title and alleged encumbrances thereon and possession of the subject property to Homeowners herein;

b. For a declaration and determination that the Homeowners are the rightful holder of title to the property and that Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors herein, be declared to have no estate, right, title or interest in said property;

c. For a judgment forever enjoining Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors from claiming any estate, right, title or interest in the subject property;

d. For costs of suit herein incurred;

e. For such other and further relief as the court may deem proper.

WHEREFORE Rex A. Field and Tracy L. Field respectfully ask this Honorable Court Quiet Title to find that Mr. and Mrs. Field own their real property outright, free and unencumbered by any and all liens claimed by these Counter Defendants Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, to award the Homeowners their attorney fees and costs, permanent injunctive relief from these Counter Defendants, Third-Party Defendants and their successors, all other relief which this Court deems just and proper, and a trial by jury of all issues so triable.

JURY TRIAL DEMANDED

RELIEF SOUGHT

Homeowners' interest in monies and real property is being jeopardized by the actions of the

Plaintiff, Third-Party Defendants, and/or their agents and/or predecessors and through their concerted and well-entrenched pattern of unlawful activity specifically engaged in to wrongfully and through fraudulent means take possession, custody, and control of certain monies and real property of the Homeowners and other homeowners similarly situated in the State of South Carolina. Denial of the requested relief would be tantamount for rewarding the Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors and other persons and entities for their statewide pattern of unlawful activity. Any alleged harm to the Plaintiff WSFS and Third-Party Defendants, of which includes Fannie Mae, the largest Government Sponsored Enterprise ("GSE") in the world. The granting of the relief requested herein is in the public interest, as the consuming public of homeowners, including the Homeowners, has been, is being, and will continue to be harmed by the fraudulent and wrongful conduct of the Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors. Having set forth numerous legally sufficient causes of actions against the Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors, Homeowners pray for the entry of Final Judgment against the Plaintiff WSFS, Third-Party Defendants, and/or their agents and/or predecessors in an amount not yet quantified but to be proven at trial and such other amounts to be proven at trial, and for costs and fees; that the Court find that the transactions the subject of this action are illegal and are deemed void; that the alleged foreclosure which was instituted be deemed and declared illegal and void and that further proceedings in connection with the foreclosure be enjoined:

WHEREFORE, The Defendant Homeowners pray for the Court to:

(a) Issue an Order dismissing the Complaint with prejudice;

(b) Deny the Plaintiff the relief it seeks in this action;

(c) Award the Defendants all actual damages, special, consequential damages, punitive damages, treble damages, and all applicable statutory penalties;

(d) Award the Defendants reasonable attorney's fees;

(e) Award the Defendants the costs and expenses of this action; and

(f) Grant the Defendants such other and further relief as the court deems just and proper.

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,

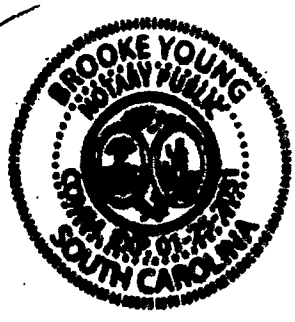
This day, April 29th, 2021

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

Tracy L. Field

Sworn before me, this 29th day of April, 2021

Notary Public
State of South Carolina
Beaufort County



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: **MOTION FOR CONTINUANCE; OBJECTION TO MOTION FOR SUMMARY JUDGMENT; AFFIDAVIT**

Estimated Time Needed: 15 minutes 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
Date submitted: 05/13/2021

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)

EXHIBIT #1

(A through H)

EXHIBIT A

MILESTONES for 1000456-0000731695-5

Description	Date	Initiating Organization / User	Milestone Information
Transfer to Non-MERS Status	02/22/2012	1000115 CitiMortgage, Inc. Batch	MIN Status: Transfer to Non-MERS Status New Servicer: 9999999 Non-MERS Member Old Servicer: 1000115 CitiMortgage, Inc.
Foreclosure Status Update	02/10/2011	1000115 CitiMortgage, Inc. LUHRING, NANCY	MIN Status: Active (Registered) Foreclosure Status: Reinstated or modified (option 1), assigned back to MERS
Transfer Beneficial Rights - Option 1	12/07/2005	1000130 Fannie Mae Batch User ID	MIN Status: Active (Registered) New Investor: 1000130 Fannie Mae Old Investor: 1000115 CitiMortgage, Inc. Batch Number: 2946061 Transfer Date: 12/06/2005
Registration	11/21/2005	1000456 E*Trade Mortgage Batch	MIN Status: Active (Registered) Servicer: 1000115 CitiMortgage, Inc.

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EXHIBIT B



Procedures Manual

Release 23.0

Effective Date: December 10, 2012

MERSCORP, INC.
RULES OF MEMBERSHIP

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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 all 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.

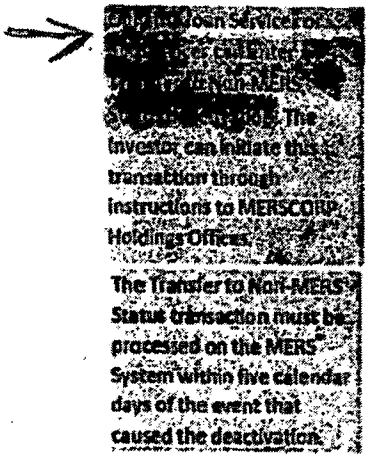
For loans where MERS is the mortgagee of record, the Servicer must prepare and record an assignment from MERS to the new Servicer or Investor at its own expense.

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.

Removing Warehouse/Gestation Lender Security Interests

Overview

The Warehouse Gestation Lender field can be cleared on the MERS® System when your organization no longer has an interest in the loan or is made whole.

Warehouse Gestation Lender interests are removed from the MERS® System in three ways:

- Indirectly when an Option 1 transfer of beneficial rights is completed
- Indirectly when a Transfer of Servicing rights is completed
- Directly by the Servicer or Subservicer

It is not necessary to have the Warehouse Gestation Lender interest removed for a beneficial rights transfer to occur. Completed Option 2 transfers with existing Warehouse Gestation Lender interests will appear on an exception report, which notes the coexisting beneficial interests.

If the Option 1 beneficial rights transfer is used, the Warehouse Gestation Lender interests are removed automatically. The Warehouse Gestation Lender reviews any wiring instructions provided to it by the originator as applicable and contacts the seller of the beneficial interests if there are problems.

Impact

The Removal of the Warehouse Gestation Lender security interests affects the following types of organizations:

- Interim funding organizations
- Investors
- Servicer
- Subservicers
- Associated Members

Business Procedure—TOB Option 1

The following business procedure is used for removing Warehouse Gestation Lender security interests using a TOB Option 1 transaction:

1. The Servicer registers the loan, identifying the Warehouse Gestation Lender entity as holder of a secured interest on the MERS® System.
2. The Servicer sells the loan to an Option 1 Investor (Fannie Mae for example) and includes the MIN in the loan delivery transmission.
3. The new Option 1 Investor creates a batch transaction that updates the MERS® System. The beneficial interest on the sold loan(s) is transferred to the investor, and the Warehouse Gestation Lender is automatically removed from the MIN
4. The removal of Warehouse Gestation Lender appears on the MIN-level milestones.
5. The Warehouse Gestation Lender organization receives a *MIN Milestone Report for Associated Members* and a *Change Notification Report*.
6. The Warehouse Gestation Lender reviews any wiring instructions provided to it by the lender as applicable and contacts the seller of the beneficial interests if there are problems.

Business Procedure—TOB Option 2

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

4. The *Coexisting Security Interests Report* informs the Investor and Warehouse Gestation Lender of their mutual security interests.
5. The Warehouse Gestation Lender verifies that its advance on this loan has been repaid, usually because of the investor purchase.
6. The Warehouse Gestation Lender's interest is automatically removed by a Transfer of Servicing Rights, or removed by the Servicer or Subservicer if servicing is not transferred.
7. The removal of Warehouse Gestation Lender appears on the MIN-level milestones.
8. The Warehouse Gestation Lender receives the *MIN Milestone Report* and the *Change Notification Report*.

Reports

The following reports are generated during the removal of Warehouse Gestation Lender security interests process. For a detailed description of each report, see the *MERS® System Reports Handbook*:

* *Coexisting Security Interests Report*
* *MIN Milestone Report for Associated Members*
* *Change Notification Report.*



The Servicer reports the foreclosure activity on the MERS® System by first choosing one of the following Pending options

- Foreclosure pending (Option 1), assigned to Servicer. (Not recommended if MERS is the mortgagee of record for the loan as the Servicer must also prepare and record an assignment out of MERS in this case.
- Foreclosure pending (Option 2), MERS remains mortgagee
- Foreclosure Pending (Option 3), iRegistration.

Note: a Foreclosure Pending transaction also can be cascaded to the MERS® System from the MERS® eRegistry if a foreclosure pending status hasn't yet been reported on the MERS® System when the eNote is charged off. This transaction will appear as "Foreclosure Pending, Option 2 – eReg" on reports, milestones, and audit history.

The Servicer will reinstate a loan if the reasons for foreclosure are resolved. The following five options enable the Servicer to stop the pending foreclosure and reinstate the loan:

- Reinstated or modified (Option 1), assigned back to MERS
  The Servicer is also responsible for preparing and recording the assignment back to MERS in this case.
- Reinstated or modified (Option 1), not assigned back to MERS - Deactivate
- Reinstated or modified (Option 1), not assigned back to MERS- iRegistration
- Reinstated or modified (Option 2)
  (Must be used if pending Option 2)
  Loan reverts to active status.
- Reinstated or Modified (Option 3), iRegistration
  (Must be used if pending Option 3)

The option listed below enables the Servicer to complete the foreclosure:

- Foreclosure complete—loan deactivated on MERS
  If MERS is the mortgagee of record, the Servicer is also responsible for releasing MERS in the county land records in this case.

MERS ServicerID
www.mers-servicerid.org

Process Loans, Not Paperwork™

1 record matched your search:

MIN: 1000456-0000731695-5 Note Date: 10/07/2005 MIN Status: Inactive

Servicer: CitiMortgage, Inc.
O'Fallon, MO
Phone: (800) 283-7918

If you are a borrower on this loan, you can click here to enter additional information and display the Investor name.

Return to Search

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org
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Select borrower type and enter borrower information to see Investor for MIN 1000456-0000731695-5.

◉ Investor for Individual Borrower

Your entries may be either upper or lower case.
*Fields markedare required.
*Last Name: Field
*SSN: [ ] - [ ] - [ ]

☐ By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify *the results with their loan servicer.

Submit

○ Investor for Corporation/Non-Person Entity Borrower

Your entries may be either upper or lower case.
*Fields markedare required.
Corporation/Non-Person Entity Name:
*[ ]
*Taxpayer Identification Number: [ ]

☐ By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify *the results with their loan servicer.

Submit

Servicer: CitiMortgage, Inc. Phone: (800) 283-7918
O'Fallon, MO

Investor: Fannie Mae

Close Window

EXHIBIT C

Fannie Mae Announces Seventh Sale of Reperforming Loans

June 13, 2018

Alicia Jones

202-752-5716

WASHINGTON, DC – Fannie Mae (FNMA/OTC) today began marketing its seventh sale of reperforming loans as part of the company's ongoing effort to reduce the size of its retained mortgage portfolio.

The sale consists of approximately 27,000 loans, having an unpaid principal balance of approximately $6.17 billion, and is available for purchase by qualified bidders. Interested bidders can register here, at https://www.fanniemae.com/portal/funding-the-market/npl/index.html.

This sale of reperforming loans is being marketed in collaboration with Citigroup Global Markets, Inc. Bids are due on July 10, 2018.

Reperforming loans are mortgages that were previously delinquent, but are performing again because payments on the mortgages have become current with or without the use of a loan modification. The terms of Fannie Mae's reperforming loan sale require the buyer to offer loss mitigation options designed to be sustainable to any borrower who may re-default within five years following the closing of the reperforming loan sale. In addition, buyers must report on loss mitigation outcomes. Any reporting requirements cease once a loan has been current for twelve consecutive months after the closing of the reperforming loan sale.

Interested bidders can register for ongoing announcements, training, and other information at https://www.fanniemae.com/portal/funding-the-market/npl/index.html. Fannie Mae will also post information about specific pools available for purchase on that page.

Fannie Mae

Fact Sheet – Re-Performing Loan Sale FNMA 2018-RPL2

June 13, 2018

This fact sheet is intended to provide additional information about Fannie Mae's current sale of re-performing loans (RPL).

Re-Performing Loan Sales by Fannie Mae

- Announced via press release by Fannie Mae on October 11, 2016, available here.
- Fannie Mae Whole Loan Sales page for interested parties available here.

FNMA 2018-RPL2 Pool Characteristics

- Announced via press release by Fannie Mae on June 13, 2018, available here.
- Approximately 27,000 re-performing loans.
- Approximately $6.17 billion in unpaid principal balance (UPB).
- Offered in four pools: Pool 1 is approximately $559.6 million in UPB, Pool 2 is approximately $938.2 million in UPB, Pool 3 is approximately $1.2 billion in UPB and Pool 4 is approximately $3.5 billion in UPB.
- Pools are comprised by loans serviced by Mr. Cooper
- Marketed with Citigroup Global Markets, Inc. as advisor.

FNMA 2018-RPL2 Timeline

- June 13, 2018: Marketing begins
- June 15, 2018: Data room open for bidders
- July 10, 2018: Bids due
- July 11, 2018: Bid awarded
- Mid-September, 2018: Due diligence ends
- Mid-to Late September, 2018: Sale closes

NOTE: *This timeline is approximate and for planning purposes only. These guidelines are subject to change at any time and for any reason at the sole discretion of Fannie Mae.*

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Fannie Mae Announces the Results of its Seventh Reperforming Loan Sale Transaction

July 17, 2018

Alicia Jones

202-752-5716

WASHINGTON, DC – Fannie Mae (FNMA/OTC) today announced the results of its seventh reperforming loan sale transaction. The deal, which was announced on June 13, 2018, included the **sale of approximately 26,900 loans totaling $6.14 billion** in unpaid principal balance (UPB), divided into four pools. **The winning bidder of all four pools for the transaction, which is expected to close on September 21, 2018, is DLJ Mortgage Capital, Inc. (Credit Suisse).**

The pools were marketed with Citigroup Global Markets Inc. as advisor.

The loan pools awarded in this most recent transaction include:

- Group 1 Pool: 2,557 loans with an aggregate unpaid principal balance of $557,177,914; average loan size $217,903; weighted average effective rate 3.56%; weighted average broker's price opinion (BPO) loan-to-value ratio of 93%.
- Group 2 Pool: 6,231 loans with an aggregate unpaid principal balance of $930,510,767; average loan size $149,336; weighted average effective rate 4.23%; weighted average BPO loan-to-value ratio of 74%.
- **Group 3 Pool: 4,662 loans with an aggregate unpaid principal balance of $1,196,172,654; average loan size $256,579; weighted average effective rate 3.35%; weighted average BPO loan-to-value ratio of 90%.**
- Group 4 Pool: 13,492 loans with an aggregate unpaid principal balance of $3,459,664,033; average loan size $256,423; weighted average effective rate 3.33%; weighted average BPO loan-to-value ratio of 91%.

The cover bid, which is the second highest bid, was 86.13% of UPB (67.19% of BPO) for the total of the four pools which were purchased on an all-or-none basis.

Fannie Mae Announces Pilot Sale of Reperforming Loans

October 11, 2016

Alicia Jones

202-752-5716

WASHINGTON, DC – Fannie Mae (FNMA/OTC) today began marketing its first sale of reperforming loans as part of the company's ongoing effort to reduce the size of its retained mortgage portfolio.

The pool of approximately 3,600 loans, totaling $806 million in unpaid principal balance, is available for purchase by qualified bidders. This sale of reperforming loans is being marketed in collaboration with Citigroup Global Markets, Inc. Bids are due on November 1, 2016.

"We are pleased to offer this first sale of reperforming loans," said Bob Ives, vice president of retained portfolio asset management, Fannie Mae. "This sale will support our efforts to reduce the size of the company's balance sheet."

Reperforming loans are mortgages that were previously delinquent, but are performing again because payments on the mortgages have become current with or without the use of a loan modification plan. The terms of Fannie Mae's reperforming loan sale require the buyer to offer loss mitigation options designed to be sustainable, to any borrower who may re-default after the sale, and prohibit the buyer from "walking away" from any home that might become vacant.

Interested bidders can register for ongoing announcements, training, and other information at https://www.fanniemae.com/portal/funding-the-market/npl/index.html. Fannie Mae will also post information about specific pools available for purchase on that page.

EXHIBIT D

Form ABS-15G Credit Suisse First Boston Mortgage Securities Corp

Asset-backed securitizer report pursuant to Section 15G, item 2.01

SEC.report (https://sec.report/)

/ CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP (/CIK/0000802106)

/ Form ABS-15G (/Document/0001387131-20-004624/) / (Depositor)

Published: 2020-05-11 17:29:48 (2020-05-11T17:29:48-0400)
Submitted: 2020-05-11
Filing Agent: Quality EDGAR Solutions, LLC (/CIK/0001387131)
Period Ending In: 2020-05-11

About Form ABS-15G (/Form/ABS-15G)

ABS-15G 1 csfbmac-abs15g_050820.htm ASSET-BACKED SECURITIES

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM ABS-15G

ASSET-BACKED SECURITIZER
REPORT PURSUANT TO SECTION 15G OF
THE SECURITIES EXCHANGE ACT OF 1934

CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP.

Check the appropriate box to indicate the filing obligation which this form is intended to satisfy:

☐ Rule 15Ga-1 under the Exchange Act (17 CFR 240.15Ga-1) for the reporting period_____ to _____

Date of Report (Date of earliest event reported) _____

Commission File Number of securitizer: _____

Central Index Key Number of securitizer:_____

Name and telephone number, including area code, of the person to contact in connection with this filing

Indicate by check mark whether the securitizer has no activity to report for the initial period pursuant to Rule 15Ga-1(c)(1) ☐

Indicate by check mark whether the securitizer has no activity to report for the quarterly period pursuant to Rule 15Ga-1(c)(2)(i) ☐

Indicate by check mark whether the securitizer has no activity to report for the annual period pursuant to Rule 15Ga-1(c)(2)(ii) ☐

☒ Rule 15Ga-2 under the Exchange Act (17 CPR 240.15Ga-2)

Central Index Key Number of depositor: 0000802106

CSMC 2018-RPL6 Trust
(Exact name of issuing entity as specified in its charter)

Central Index Key Number of issuing entity (if applicable): _____

Central Index Key Number of underwriter (if applicable): _____

Bruce Kaiserman, Vice President, (212) 538-1962
Name and telephone number, including area code, of the person to contact in connection with this filing

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the reporting entity has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP.

By: /s/ Bruce Kaiserman
Name: Bruce Kaiserman
Title: Vice President

Date: May 11, 2020

EXHIBIT INDEX

99.1 (ex99-1.htm)	AMC Diligence, LLC ("AMC") Due Diligence Executive Summary
99.2 (ex99-2.htm)	AMC Servicing Comment Review
99.3(a) (ex99-3a.htm)	AMC Exception Standard Report AMC Exception Standard Report
99.3(b) (ex99-3b.htm)	
99.4 (ex99-4.htm)	AMC Exception Loan Level Report
99.5 (ex99-5.htm)	AMC Rating Agency Grades
99.14(a) (ex99-14a.htm)	AMC Modification Only Extract AMC Modification Only Extract
99.14(b) (ex99-14b.htm)	
99.15 (ex99-15.htm)	AMC Servicing Pay History Limited

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SEC CFR Title 17 of the Code of Federal Regulations. (https://ecfr.io/Title-17/)

EX-99.1 2 ex99-1.htm AMC DILIGENCE, LLC (AMC) DUE DILIGENCE EXECUTIVE SUMMARY CSMC 2018-RPL6

Exhibit 99.1

EXECUTIVE SUMMARY

DESCRIPTION OF SERVICES

(1) Type of assets that were reviewed.

AMC Diligence, LLC ("AMC") performed the due diligence services described below (the "Review") on residential mortgage loans acquired by DLJ Mortgage Capital, Inc. (the "Client"). These mortgage loans, which were originated by multiple parties, were purchased by the Client in multiple bulk transactions or via Reliance Letter and were reviewed by AMC on behalf of such party. The Review was conducted on loans with origination dates from October 1989 through May 2016 via files imaged and provided by the Client or its designee for review.

(2) Sample size of the assets reviewed.

The Review was conducted on the portion of the securitization mortgage loan population reviewed by AMC. The Client may have utilized multiple third-party review ("TPR") firms for the securitization and AMC may or may not have reviewed all of the mortgage loans in the securitization loan population for a specific scope of review. During the course of the selection of the final securitization population mortgage loans may have been eliminated from the originally envisioned securitization population for reasons that are unknown to AMC. Within the final securitization mortgage loan population, the Review sample was broken down into the following review scopes:

■ "Compliance Review":	20,125 mortgage loans
■ "Collection Comment Review":	20,125 mortgage loans
■ "Payment History Review":	20,125 mortgage loans
■ "Tax and Title Review":	20,125 mortgage loans

(3) Determination of the sample size and computation.

The sample size of the Review was conducted consistent with the criteria for the NRSRO(s) identified in Item 3 of the Form ABS Due Diligence-15E.

(4) Quality or integrity of information or data about the assets: review and methodology.

Not applicable.

(5) Origination of the assets and conformity to stated underwriting or credit extension guidelines, standards, criteria or other requirements: review and methodology.

Not applicable.

(6) Value of collateral securing the assets: review and methodology.

Not applicable.

(7) Compliance of the originator of the assets with federal, state and local laws and regulations: review and methodology.

Please be advised that AMC did not make a determination as to whether the mortgage loans complied with federal, state or local laws, constitutional provisions, regulations or ordinances that are not expressly enumerated below. There can be no assurance that the Review uncovered all relevant factors relating to the origination of the mortgage loans, their compliance with applicable law and regulations and the original appraisals relating to the mortgaged properties or uncovered all relevant factors that could affect the future performance of the mortgage loans. Furthermore, the findings reached by AMC are dependent upon its receiving complete and accurate data regarding the mortgage loans from mortgage loan originators and other third parties upon which AMC is relying in reaching such findings.

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 0634945582
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 02269 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 T1:1812-05:00:32 [C-1] EFRMSC1

D0034401821

EXHIBIT F

Department of State: Division of Corporations

Allowable Characters

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	7063928	Incorporation Date / Formation Date:	9/19/2018 (mm/dd/yyyy)
Entity Name:	CSMC 2018-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

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

Tiffany Floyd
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 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 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: 04/29/2022

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 403297865 2018-RPL2-PL2-SALE DOCR T111812-05:00:09 [C-1] EFRMSC1

D003433220

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] EFRMSCI

D0034335426

BK 3722 Pg 1366
FILE NUM 2018067342
12/18/2018 02:36:54 PM
RCPT# 915389
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 1988.**

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
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

D0034403260

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 38514
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

I00034401895

BK 3721 Pg 2951
FILE NUM 2018086995
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 03/03/2003 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 T131812-11:21:04 [C-1] EFRMSC1

D0034339483

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.

FNMA, acting in its corporate capacity, does hereby transfer, assign, set over and otherwise convey to FNMA, acting in its capacity as Trustee for the Holders of Certificates evidencing beneficial interests in the Trust Fund established hereby, all of FNMA's right, title and interest in and to the Mortgage Loans identified in the attached Mortgage Loan Schedule, including all payments of principal and interest thereon received after the opening of business on the Issue Date (other than payments permitted to be retained by FNMA by the terms of the Trust Indenture).

FNMA, acting in its capacity as Trustee for the Holders of Certificates evidencing beneficial interests in the Trust Fund established hereby, acknowledges the transfer and assignment to it of the Mortgage Loans [or a Participation Certificate evidencing beneficial interests in the Mortgage Loans] and hereby declares that it will hold the same in trust for such Certificateholders on the terms in the Trust Indenture and in this Issue Supplement contained.

[Special provisions, if any, relating to the Trust Fund established by the Issue Supplement.]

IN WITNESS WHEREOF, the parties hereto hereby execute this Issue Supplement, as of the day and year first above written.

FEDERAL NATIONAL
MORTGAGE ASSOCIATION,
in its corporate capacity, and as
Trustee

By: _____

(Seal)

Attest: _____
Secretary

EXHIBIT C

CUSTODIAL AGREEMENT

Dated _____, 19____

To: Federal National Mortgage Association ("FNMA"), and

Re: Pool Purchase Contract No. _____ Dated _____, 19____ (Copy Attached)

_____

_____

("Lender")

THIS AGREEMENT, made as of the date appearing above by _____, a financial institution subject to supervision and regulation by the Comptroller of the Currency of the United States, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation (hereinafter called "Custodian"):

WITNESSETH:

Custodian understands that FNMA and Lender, identified above, are parties to the Pool Purchase Contract identified above which provides for the purchase by FNMA and the sale and servicing by the Lender of certain mortgage loans (hereinafter called "Mortgages").

On or before the Issue Date, Lender shall deliver to Custodian duly completed and executed copies of a Schedule of Mortgages (FNMA Form 2005), in triplicate originals, listing and describing all Mortgages purchased and sold pursuant to such Pool Purchase Contract.

Custodian further understands that on or before the Issue Date, Lender shall deliver to Custodian the following instruments with respect to each Mortgage listed on the Schedule of Mortgages:

- The original note evidencing the indebtedness, bearing endorsement in blank, without recourse, or the original bond evidencing the indebtedness, accompanied by a duly completed and executed assignment thereof in blank, without recourse;
- Duly completed and executed assignment to FNMA of the mortgage, deed of trust, or other security instrument in form suitable for recording but not recorded with respect to each Mortgage or a duly completed and executed power of attorney to FNMA to assign the Mortgages;
- The original mortgage insurance certificate with respect to each FHA Mortgage and the original VA Loan Guaranty Certificate with respect to each VA Mortgage as indicated by the listing of such Mortgage in the Schedule of Mortgages; and
- Duly completed and executed form of Security Release Certification (FNMA Form 2004) evidencing Lender's certification that no adverse security interest in and to such Mortgage is outstanding and that Lender shall convey no such interest.

NOW, THEREFORE:

In consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, Custodian agrees as follows:

1. Custodian shall review and examine the instruments, set forth above, promptly upon receipt thereof, and in the event that Custodian shall receive the instruments pertaining to all Mortgages listed in the Schedule of Mortgages, without exception, and shall determine that all such instruments conform, *prima facie*, with the specifications thereof set forth above, without exception, then Custodian (a) shall complete and execute the form of Custodian Certification appearing on the reverse side of the last page of each original Schedule of Mortgages, and (b) shall return two (2) such Schedules of Mortgages to the Lender specified herein.

2. Custodian shall hold all instruments received by it for the exclusive use and benefit of FNMA and shall make disposition thereof in accordance with instructions furnished by FNMA in writing, and not otherwise. Custodian shall segregate and maintain continuous custody

of all such instruments and shall hold such instruments in secure and fireproof facilities in accordance with customary standards for such custody, and at any reasonable time shall make all such instruments available to representatives of FNMA for examination.

Unless instructed to the contrary by FNMA, Custodian shall release any of the instruments to Lender from time to time as required for the purpose of servicing the related Mortgages. Custodian shall release any of such instruments upon receipt from the Lender of a duly completed and executed form of Request for Release of Documents (FNMA Form 2009) in triplicate originals, and shall not be responsible for disposition of any such instruments by the Lender. Custodian shall execute its acknowledgment of receipt of such form in the space provided therefor, and shall return one original to the Lender, shall forward one original to FNMA at the address specified thereon, and shall retain one original with the Mortgage file.

By execution of this Agreement, Custodian warrants that it shall hold no adverse interest, by way of security or otherwise, in any Mortgage listed in the Schedule of Mortgages, and hereby waives and releases any such interest which it may have in any such Mortgage as of the date and time of transfer and delivery of certain Mortgage Pass-Through Certificates by FNMA or its agent which evidence payment for the Mortgage listed upon the Schedule of Mortgages referred to herein.

IN WITNESS WHEREOF, Custodian has caused this agreement to be executed and delivered as of the date above stated.

Attest: _____ By: _____

_____ _____

(Title) (Title)

THIS NINTH SUPPLEMENTAL INDENTURE made, executed and published as of the 1st day of May, 2002, at Washington, D.C., by the Federal National Mortgage Association, a body corporate organized and existing under the laws of the United States, in its corporate capacity (the Federal National Mortgage Association, acting in such corporate capacity, being herein called "Fannie Mae") and in its capacity as trustee (the Federal National Mortgage Association, acting in such capacity as trustee, being herein called the "Trustee").

WITNESSETH

WHEREAS, Fannie Mae has heretofore executed and delivered to the Trustee a certain Trust Indenture, dated as of November 1, 1981, as modified and amended by a First Supplemental Indenture, dated as of February 15, 1982, a Second Supplemental Indenture, dated as of October 1, 1982, a Third Supplemental Indenture, dated as of August 1, 1983, a Fourth Supplemental Indenture, dated as of May 1, 1984, a Fifth Supplemental Indenture, dated as of July 1, 1984, a Sixth Supplemental Indenture, dated as of May 1, 1985, a Seventh Supplemental Indenture, dated as of August 1, 1986, and an Eighth Supplemental Indenture, dated as of January 1, 1987 (the "Trust Indenture"), establishing and creating a program for the issuance of Guaranteed Mortgage Pass-Through Certificates evidencing Fractional Undivided Interests in Pools containing fixed rate residential Mortgage Loans; and

WHEREAS, Section 11.01 of the Trust Indenture provides that Fannie Mae and the Trustee may enter into an indenture supplemental thereto without the consent of Certificateholders in order to supplement any provisions in the Trust Indenture as Fannie Mae may deem necessary or desirable and as shall not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of such indenture supplemental thereto; and

WHEREAS, Fannie Mae deems it desirable to supplement the Trust Indenture to make the following modifications thereto; and

WHEREAS, Fannie Mae has determined that the modifications proposed to be effected do not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of this Ninth Supplemental Indenture.

NOW, THEREFORE, Fannie Mae and the Trustee do hereby declare and establish this Ninth Supplemental Indenture to amend and modify the Trust Indenture as follows:

ARTICLE ONE

AMENDMENTS

Section 1.01. Amendments to Section 10.01 of the Trust Indenture. (a) Section 10.01 of the Trust Indenture is amended by deleting from the heading thereof the words "*Repurchase by FNMA or*" and by deleting from the first paragraph of Section 10.01 the following:

> "(i) the repurchase by FNMA of all Mortgage Loans and all Mortgaged Property acquired in respect of any Mortgage Loan remaining in the related Trust Fund at a price equal to 100% of the Stated Principal Balance of each Mortgage Loan and 100% of the Stated Principal Balance of each Mortgage Loan respecting which any such Mortgaged Property was acquired (the Stated Principal Balance, in each case, being the Stated Principal Balance at the Distribution Date next preceding the Distribution Date on which proceeds of repurchase are distributed) plus one month's interest thereon at the Pass-Through Rate applicable to the related Pool, or (ii)".

(b) Section 10.01 of the Trust Indenture is also amended by deleting the following paragraph:

> "The right of FNMA to repurchase all Mortgage Loans pursuant to (i) above shall be conditioned upon the Pool Principal Balance at the time of repurchase being less than 10% of the initial Pool Principal Balance."

(c) Section 10.01 of the Trust Indenture is also amended by deleting from the second sentence of the third paragraph thereof the following:

> "(which final payment shall, in the case of a repurchase pursuant to (i) above, be in the amount of the repurchase price calculated pursuant thereto and shall not include any proceeds of Mortgage Loans otherwise distributable on such Distribution Date)".

Section 1.02. Amendment to Exhibit A. Exhibit A to the Trust Indenture is amended by deleting from the fifth paragraph of the Form of Certificate of Authentication the following:

> "The Trust Indenture permits, but does not require, FNMA to repurchase from the Trust Fund all Mortgage Loans at the time subject thereto and all property acquired in respect of any Mortgage Loan at a price equal to 100% of the aggregate Stated Principal Balances of such Mortgage Loans together with one month's accrued interest thereon at the Pass-Through Rate. The exercise of such right will effect early retirement of the Certificates. FNMA's right to repurchase is subject to the Pool Principal Balance of the Mortgage Loans at the time of repurchase being less than 10% of the initial Aggregate Amount of Pool on the Issue Date set forth on the face of this Certificate."

Section 1.03. Amendments to Exhibit B. Exhibit B to the Trust Indenture is amended by adding a reference to the Ninth Supplemental Indenture, dated as of May 1, 2002.

ARTICLE TWO

MISCELLANEOUS PROVISIONS

For all purposes of this Ninth Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Ninth Supplemental Indenture and defined in the Trust Indenture have the meanings specified in the Trust Indenture.

This Ninth Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Trust Indenture, and shall form a part thereof, and the Trust Indenture, subject to the provisions in this Ninth Supplemental Indenture, is hereby confirmed.

This Ninth Supplemental Indenture shall be construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, the parties hereto hereby execute this Ninth Supplemental Indenture, as the day and year first above written.

FEDERAL NATIONAL MORTGAGE ASSOCIATION,
in its corporate capacity and as Trustee

[SEAL]

By: /s/Ann M. Kappler
Ann M. Kappler
Senior Vice President
and General Counsel

Attest:

_____
Assistant Secretary

ELECTRONICALLY FILED - 2021 May 13 4:02 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0702279

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Bentley D. Price, Circuit Court Judge

RECEIVED
May 13 2021
SC Court of Appeals

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.....Respondent,

v.

Rex A. Field and Tracy L. Field.....Appellant,

NOTICE OF APPEAL

Appellants Rex A. Field and Tracy L. Field pursuant to South Carolina Appellate Court Rule 203 hereby files their Notice of Appeal of the order of the Honorable Bentley D. Price entered on April 20, 2021 granting Motion to Strike Jury Trial Demand to Respondent.

May 13, 2021

Counsel of record for Respondent:
BELL CARRINGTON & PRICE, LLC
Mr. J. Martin Page
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Columbia, SC 29201

Co-counsel of record for Respondent:
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Rex A. Field, *pro se*
PO Box 975
St. Helena, SC 29920
(803)-609-0410

Tracy L. Field, *pro se*
(address same as above)

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

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

Plaintiff

vs.

Rex A. Field and Tracy L. Field

Defendants/Counter-Plaintiffs

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

MOTION FOR STAY PENDING APPEAL

PRIORITY MATTER

(Jury Trial demanded)

Rex A. Field and Tracy L. Field

Third-Party Plaintiff

vs.

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

Third-Party Defendants

2021 MAY 25 PM 3:41
JERRI ANN ROSEREAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

YOU WILL PLEASE TAKE NOTICE that Defendants Rex and Tracy Field, ("Defendants") moves before this Court respectfully requests that this Court grant a Stay of the above captioned action in its entirety, including, but not limited to, this Court's Order granting Plaintiff Motion to Strike Defendants' Jury Trial Demand, of which, is on appeal with the South Carolina Court of Appeals case# – 2021-000504 pending appellate review of that Order and appellate review of all issues detailed in Defendants/Appellants' soon to be filed brief with the South Carolina Court of Appeals. The

Plaintiff/Respondent in the above referenced action has no way of knowing all the legal issues affected on appeal because the Defendants/Apellants have not filed their brief with the SC Court of Appeals. Nonetheless, some of the **issues that will be raised on appeal affect the entire case**, such as lack of subject matter jurisdiction, lack of due process, and other issues that are permissible to be raised first time on appeal. Thus, this court, the lower court, must stay the entire case until the global jurisdictional issues are ruled on by the South Carolina Court of Appeals.

This motion will be supported by a Memorandum of Authorities, a Stay is appropriate because

1. Defendants' appeal will present serious legal questions; and
2. Defendants' will suffer irreparable injury.

In the alternative, in the event that the Court denies this Motion, Defendants respectfully request that the above captioned action be stayed until the Defendants present their Motion for Stay request to the South Carolina Court of Appeals and allowing time for the Court of Appeals to render a decision on said motion.

WHEREFORE, Defendants pray that this Honorable Court grant Defendants' Motion for Stay Pending Appeal or in the alternative, grant a Stay until the South Carolina Court of Appeals has ruled on a Motion for Stay at the appellate level.

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.

Rex A. Field

Tracy L. Field

Sworn before me, this 25h day of May, 2021

Notary Public
State of South Carolina
Beaufort County

