

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

S. Jackson Kimball, Master in Equity

Case No. 2010-CP-46-4307

ORIGINAL

RECEIVED

AUG 19 2013

SC Court of Appeals

James L. Dennis, Enid Dennis

Appellants,

vs.

HSBC MORTGAGE SERVICE,
INC.

Respondent.

AMENDED
RECORD ON APPEAL

James L. Dennis, Enid Dennis
1015 Charlotte Avenue #141
Rock Hill, SC 29732
(704) 506-7567
Appellants Pro Se

Riley, Pope & Laney, LLC
Post Office Box 11412
Columbia, South Carolina 29211
(803) 799-9993
Attorney for Respondent

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James L. Dennis and Enid Dennis
Mailing Address: 1015 Charlotte Avenue #141
Rock Hill, South Carolina 29732
704-506-7567(Enid), 704-506-4005 (James)
Appellants, In Propria Persona

STATE OF SOUTH CAROLINA COUNTY OF YORK
COURT OF COMMON PLEAS

(Master in Equity's Order of Judgment of Foreclosure and Sale Decree)

James L. Dennis, Enid Dennis

Appellant

No. 2010-CP-46-4307

vs.

HSBC Mortgage Services, Inc.

Respondent

RECEIVED

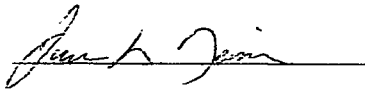
MAR 08 2012

SC Court of Appeals

NOTICE OF APPEAL

NOTICE IS GIVEN that JAMES DENNIS and ENID DENNIS pursuant to SC Appeals Court Rule 203
NOTICE OF APPEAL, hereby Appeals from the Master in Equity's Order of Judgment of Foreclosure
and Sale Decree entered herein on March 6, 2012 by the Honorable S. Jackson Kimball.

Dated: March 8, 2012



Appellant, In Propria Persona



Appellant, In Propria Persona

JAMES L DENNIS

1015 Charlotte Avenue #141

Rock Hill, South Carolina [29732]

704-506-4005(James) 704-506-7567(Enid)

Appellant, In Propria Persona

Original filed with the
Clerk of Appeals Court, along
with any fees required by the clerk,
and copies mailed/delivered on
this date March 8, 2012 to:

Riley Pope & Laney, LLC

(HSBC Mortgage Services, Inc.)

2838 Devine Street

Columbia, South Carolina 29205

Honorable S. Jackson Kimball

1 North Congress Street

York, South Carolina 29745

Delivered by US mail March 14, 2012

York County Clerk of Courts

P.O. Box 649

300 West Liberty Street

York, South Carolina 29745

STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

(File No. 4018.13110)

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-4307

COPY

MASTER IN EQUITY'S ORDER OF
JUDGMENT OF FORECLOSURE AND
SALE DECREE

(Non-Jury)

(Deficiency Waived)

FILED - RECEIVED
2012 MAR - 9 AM 9:01
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SCJames L. Dennis
*Pro Se*Enid Dennis
Pro Se

Pursuant to Rule 53 SCRPC, the above entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this cause without further order of court. Any appeal from this Order shall be directly to the South Carolina Court of Appeals.

Pursuant to said Order of Reference a hearing was held on March 6, 2012, attended by attorneys of record, the testimony was taken, which is herewith reported, and from the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT:

- 1) The Lis Pendens was filed on October 1, 2010. An Amended Lis Pendens was filed on October 6, 2010.
- 2) The Summons and Complaint were filed on October 6, 2010.
- 3) Service was made upon the Defendant(s) as shown by the proof of service filed herein.
- 4) The Defendant Stonewood Homeowners Association of York County, Inc. is in default as shown by Notice of Default filed herein.
- 5) The Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6) According to the affidavit filed herein, no individual Defendants in default are in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act (SCRA) of 2003, and any amendments thereto.

7) For value received, James L. Dennis and Enid Dennis made, executed and delivered a note ("Note") dated November 30, 2006, promising thereby to pay to the order of Decision One Mortgage Company, LLC the sum of Two Hundred Twenty Five Thousand Seven Hundred Ten and 00/100 (\$225,710.00) Dollars, with interest at the rate of 8.36% per annum initially, with a current rate of 8.3600% per annum. Other terms and conditions are stated in the Note, which is of record herein.

8) To better secure the payment of the Note described above, James L. Dennis and Enid Dennis made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Decision One Mortgage Company, LLC, a certain real estate mortgage ("Mortgage") in writing, dated November 30, 2006, covering real property in York County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for York County on December 4, 2006, in Book 8627 at Page 235. That thereafter, the Mortgage was assigned unto Plaintiff, by assignment recorded on October 25, 2010 in Book 11670 at Page 65.

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s) and constitutes a purchase money first mortgage lien on the mortgaged premises.

10) The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage.

11) The titleholder(s) of record of the subject property as of the filing of the Lis Pendens in this action are James L. Dennis and Enid Dennis, who are the original mortgagors.

12) Any notice required by the terms of the Note(s) and/or Mortgage(s) or by state or federal statutes has been given to the applicable Defendant(s) prior to the commencement of this action.

13) The loan evidenced by the Note and Mortgage is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac, and is not serviced by a servicer participating in the Home Affordable Modification Program (HAMP). Therefore the Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

14) A Notice of Denial & Attorney Certification having being filed in this matter pursuant to Administrative Order 2011-05-02-01, the Court finds that the foreclosure action may proceed to Judgment and Sale.

15) The payments which became due on March 1, 2010 on the Note, and subsequent months, have not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of its attorney for collection by foreclosure.

16) The sum of \$4,610.00 is a reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. The inclusion of services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

17) The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of the within action, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a) Principal amount due as of March 1, 2010	\$203,238.86
(b) Interest from February 1, 2010 to March 9, 2012 at a current rate of 8.3600%	\$37,948.04
(c) Advances	
Property Inspections, BPOs, Appraisals	\$312.50
(d) Costs of collection prior to hearing (service of process, filing fees, etc.	\$1,124.00
(e) Attorneys Fee	\$4,610.00
Total debt secured by Note and Mortgage, including interest to date shown	\$247,233.40

Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 8.3600% per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

18) The Plaintiff is seeking the usual foreclosure of the mortgage and has in the Complaint, or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b) SCRCP.

19) The following Defendant(s) claim(s) or may claim a lien upon or interest in the subject property or are otherwise involved in this matter. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of such liens will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The Clerk of Court/Register of Deeds is

hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

Stonewood Homeowners Association of York County, Inc. by virtue of a Notice of Lien against James L. Dennis and Enid Dennis in the amount of \$579.00 dated May 7, 2008 and recorded on May 12, 2008 in Book 69 at Page 317; and also by virtue of any lien or enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions recorded in Book 7425 at Page 42, and any amendments thereto. Any such interest or lien upon the subject property is junior and subordinate to Plaintiff's mortgage.

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

- 1) The Plaintiff's Mortgage should be declared a purchase money first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.
- 2) The Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.
- 3) The Court also finds that the Plaintiff is in compliance with Administrative Order 2011-05-02-01 and that the foreclosure action may proceed to Judgment and Sale.
- 4) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises so sold, or any part thereof.
- 5) Pursuant to Rule 53, SCRCF, this Order shall constitute a final judgment.
- 6) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of \$247,233.40, as set out in the Findings of Fact *supra*.
- 7) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 8.3600% per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by statement and shall be adjudicated by the Court without further finding.
- 8) The Defendants liable for the aforesaid judgment debt including interest at the rate of 8.3600% per annum shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or

Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

9) On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, at public auction, at the County Courthouse in York, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

10) For cash: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

11) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 8.3600%.

12) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

13) A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

14) The Master in Equity, will, by advertisement according to law, give notice of the time and place of such sale and the terms thereof and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within twenty (20) days after the conclusion of the bidding, then the Master in Equity, may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

15) In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

16) If Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity, only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

17) The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

NEXT: To the payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus should be held pending further Order of this court.

18) In the event the successful bidder is other than the Defendant(s) in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of York County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful purchaser or his assigns in full, quiet, and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

19) In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property, and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said property on the public street or highway or by any other means.

20) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the R.M. C. in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Master in Equity, who executes such deed as grantor.

21) The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

22) The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill, County of York, State of South Carolina, and being shown and designated as Lot 97 on Final Plat for Springsteen Plantation (Lots 53-73, 97-102, 110-114, 135-156, and 162-165), prepared by Fisher-Sherer, Inc. dated November 25, 2005, revised January 6, 2006 and recorded March 10, 2006, in the Office of the Clerk of Court for York County in Plat Book D-81 at Page 4. The within described Lot 97 is also known as Lot 97 of Stonewood Development by Ryland.

Also being shown as Lot 97, Springsteen Plantation, on a Plat of Property of James Dennis, prepared by Moon Surveying, dated October 25, 2006, and recorded in the Office of the Clerk of Court for York County in Plat Book 143, at Page 589.

This being the identical property conveyed to James L. Dennis and Enid Dennis by Deed of The Ryland Group, Inc., dated November 30, 2006 and recorded December 4, 2006 in Deed Book 8627, at Page 232 in the Office of the Clerk of Court for York County, South Carolina.
TMS No. 669-06-01-082

Property Address: 1059 Millhouse Drive, Rock Hill, SC 29730

S/S JACKSON KIMBALL

Honorable S. Jackson Kimball
Master in Equity, York County

March 6, 2012
York, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
C/A NO.: 2010-CP-46-04307

COPY

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

(File No. 4018.13110)

COMPLAINT

FIRST CAUSE OF ACTION
Foreclosure of Real Estate Mortgage

(Deficiency Waived)

FILED-RECEIVED
2010 OCT -6 AM 10:32
CLERK OF COURT
YORK COUNTY, SC

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

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon real estate in York County, South Carolina.
2. The Plaintiff is a corporation or other legal entity duly organized and existing under and by virtue of the laws of one of the States of The United States of America and is authorized to transact business in the State of South Carolina.
3. The Plaintiff is the owner and holder of the Note and Mortgage described hereafter and that are the subject of this action.
4. Some lien on or right, title, or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
5. Based upon a search of the public records of York County, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.
6. The Defendant(s) herein described, if any, as judgment creditors, have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of S.C. Code Ann. §15-35-840.
7. The hereinafter named Defendant(s) may have some interest in or lien upon the property which is the subject of this action by virtue of the matter and issues herein below alleged. In the event there is a surplus from the foreclosure sale of the subject property, the validity, priority and amount of such lien or claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) SCRCF. These liens or interests are described as follows:

Stonewood Homeowners Association of York County, Inc. by virtue of a Notice of Lien against James L. Dennis and Enid Dennis in the amount of \$579.00 dated May 7, 2008 as recorded on May 12, 2008 in Book 69 at Page 317; and also by virtue of any lien or enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions recorded in Book 7425 at Page 42, and any amendments thereto. Any such interest or lien upon the subject property is junior and subordinate to Plaintiff's mortgage.

COPY

8. On or about November 30, 2006, James L. Dennis and Enid Dennis made, executed and delivered unto Decision One Mortgage Company, LLC a certain Note ("Note") in the principal sum of Two Hundred Twenty Five Thousand Seven Hundred Ten and 00/100 (\$225,710.00) Dollars, payable in monthly installments of principal and interest of \$1,713.17 beginning January 1, 2007, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

9. In order to secure the payment of the Note according to the terms and conditions thereof, James L. Dennis and Enid Dennis made, executed and delivered unto Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Decision One Mortgage Company, LLC. a certain real estate mortgage ("Mortgage") covering the following described property:

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill, County of York, State of South Carolina, and being shown and designated as Lot 97 on Final Plat for Springsteen Plantation (Lots 53-73, 97-102, 110-114, 135-156, and 162-165), prepared by Fisher-Sherer, Inc. dated November 25, 2005, revised January 6, 2006 and recorded March 10, 2006, in the Office of the Clerk of Court for York County in Plat Book D-81 at Page 4. The within described Lot 97 is also known as Lot 97 of Stonewood Development by Ryland.

Also being shown as Lot 97, Springsteen Plantation, on a Plat of Property of James Dennis, prepared by Moon Surveying, dated October 25, 2006, and recorded in the Office of the Clerk of Court for York County in Plat Book 143, at Page 589.

This being the identical property conveyed to James L. Dennis and Enid Dennis by Deed of The Ryland Group, Inc., dated November 30, 2006 and recorded December 4, 2006 in Deed Book 8627, at Page 232 in the Office of the Clerk of Court for York County, South Carolina.

TMS No. 669-06-01-082

Property Address: 1059 Millhouse Drive, Rock Hill, SC 29730

10. The Mortgage was signed, witnessed and probated; thereafter the Mortgage was recorded in the public records of York County on December 4, 2006, in Book 8627 at Page 235. That thereafter, the Mortgage was assigned unto Plaintiff, which assignment is to be recorded in said ROD Office. A copy of the Plaintiff's Mortgage is attached hereto as Exhibit "B" and made a part hereof by reference.

1

11. The Mortgage evidences and secures the repayment of money advanced by the Plaintiff or its predecessor in interest, to, or on behalf of, the mortgagor(s) and constitutes a purchase money first mortgage lien on the mortgaged premises.

COPY

12. The loan evidenced by the Note and Mortgage is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac, and is not serviced by a servicer participating in the Home Affordable Modification Program (HMP).

FOR A FIRST CAUSE OF ACTION
(Foreclosure of Mortgage)

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

14. Prior to the commencement of this action, the Plaintiff has complied with its obligation(s) as required under the terms of the Note and Mortgage and/or any Federal or State statutes or regulations including, but not limited to, the furnishing of any notices required to the obligator(s) giving to such person(s) the right to cure any default under the terms of the Note and Mortgage that may exist.

15. The installments of principal and interest which became due on March 1, 2010 have not been paid although demand for the payment thereof has been made and the Plaintiff, as the holder of the Note and Mortgage, elects to and does declare the entire balance of said principal and interest due and payable at once, and that there is now due and owing and unpaid upon the said Note and Mortgage the sum of Two Hundred Three Thousand Two Hundred Thirty Eight and 86/100 (\$203,238.86) Dollars as of March 1, 2010, together with interest thereon at the rate of 8.36% per annum initially, with a current rate of 8.3600% per annum from February 1, 2010, together with reasonable attorney's fees and the costs and disbursements of this action, plus all moneys, if any, advanced by the Plaintiff under the terms of the Note and Mortgage for the payment of ad valorem taxes and/or insurance premiums, property maintenance, and securing thereof or otherwise.

16. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action, and under the terms of the Note and Mortgage, Plaintiff's counsel is entitled to reasonable attorney's fees and costs of this action.

17. 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.

18. Plaintiff's right to a personal or deficiency judgment pursuant to S.C. Code Ann. §§29-3-650 and 29-3-660 is expressly waived.

1

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT
15 U.S.C. Section 1601, As Amended**

COPY

1. As of October 5, 2010, the principal amount of the debt you owe is \$203,238.86. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call as directed in Paragraph 6 of this Notice.
2. HSBC Mortgage Services, Inc. is the Creditor to whom the debt is owed.
3. If the Creditor named in this notice is not the original Creditor, and if you make a request to the Creditor's law firm within thirty (30) days of the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
4. The debt described in the Complaint attached hereto and evidenced by the Note and Mortgage described therein will be assumed to be valid by the Creditor's law firm unless you, the Debtor, within thirty (30) days after the receipt of this notice, dispute, in writing, the validity of the debt or some portion thereof.
5. If you, the Debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt, and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
6. Written requests should be addressed to Riley Pope & Laney, LLC, Post Office Box 11412, Columbia, SC 29211.
7. This notice should not be construed as a thirty (30) grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

**THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**

COPY

STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

(File No. 4018.13110)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-04307

SUMMONS AND NOTICE

(Deficiency Waived)

FILED
2010 OCT -6 AM 10:32
YORK COUNTY, SC

FILED-RECEIVED

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 2838 Devine Street, Columbia, South Carolina 29205, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

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

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

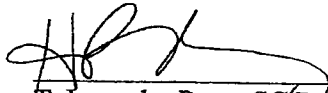
YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-in-Equity or a Special Referee for the aforesaid County, which Order shall, pursuant to Rule 53, SCRCF, specifically provide that the said Master or Special Referee is authorized and empowered, to enter a final judgment in this case and any appeal from the final judgment entered herein to be made directly to the Supreme Court.

COPY

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. § 29-1100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative Plaintiff will move before a Judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage which is the subject of this action and the Complaint attached hereto.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY
INFORMATION GAINED WILL BE USED FOR THAT PURPOSE.**

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507
Roy F. Laney, SC Bar 64279
Heidi B. Carey, SC Bar 7020
Heath M. Stewart, III, SC Bar 74190
Nikole H. Boland, SC Bar 70491
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

October 5, 2010
Columbia, South Carolina

EXHIBIT A

STATE OF SOUTH CAROLINA
COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

(File No. 4018.13110)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-04307

SUMMONS AND NOTICE

(Deficiency Waived)

COPY

DAVID HAMILTON
C.C.C. & ES
YORK COUNTY, SC

2010 OCT -6 AM 10:31

FILED-RECEIVED

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 2838 Devine Street, Columbia, South Carolina 29205, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

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

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

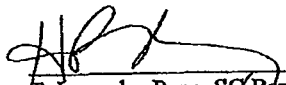
YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-in-Equity or a Special Referee for the aforesaid County, which Order shall, pursuant to Rule 53, SCRCF, specifically provide that the said Master or Special Referee is authorized and empowered, to enter a final judgment in this case and any appeal from the final judgment entered herein to be made directly to the Supreme Court.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. § 29-2-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative Plaintiff will move before a Judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage which is the subject of this action and the Complaint attached hereto.

COPY

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION GAINED WILL BE USED FOR THAT PURPOSE.

RILEY POPE & LANBY, LLC


T. Lowndes Pope, SC Bar 66507
Roy F. Laney, SC Bar 64279
Heidi B. Carey, SC Bar 7020
Heath M. Stewart, III, SC Bar 74190
Nikole H. Boland, SC Bar 70491
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

October 5, 2010
Columbia, South Carolina

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

HSBC Mortgage Services, Inc.,) Case No: 2010 CP-46-04307
Plaintiff)

Vs.)

James L. Dennis, Enid Dennis and)
Stonewood Homeowners Association)
of York County, Inc)

Defendant(s))

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2010 OCT 12 PM 12:08
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

ANSWER TO ALLEGED COMPLAINT AND COUNTERCLAIM

ANSWER

1. Attorney Heidi B. Carey SC Bar 7020/RILEY POPE & LANEY Debt Collector is prejudice the court with this frivolous complaint/action, thereby violating 18 USC 1001 and US Bankruptcy Order as well as committing fraud with her statement, which she does not have first hand knowledge, therefore complaint is just hearsay which is inadmissible evidence;
2. Attorney Heidi B. Carey SC Bar 7020, stated: *"The Plaintiff is a corporation or other legal entity duly organized and existing under and by virtue of the laws of*

one of the States of The United States of America and is authorized to transact business in the State of South Carolina paragraph 2;

3. Denied; Here Attorney Heidi B. Carey is misquoting and misleading the court, HSBC MORTGAGE SERVICE, INC is a sub-corporation of HSBC BANK as well as 14th Amendment Citizen of UNITED STATES which they are subjects to USC Title 12 Banks and Banking Act as well as 28 USC 1331 & 1441, which makes this a Federal issue;
4. Attorney Heidi B. Carey stated: *"The Plaintiff is the owner and holder of the Note and Mortgage described hereafter and that are the subject of this action."*
5. Denied; Paragraph 8 of Attorney Heidi B. Carey alleged complaint stated the Note was executed and delivered unto Decision One Mortgage Company, LLC further by Attorney Heidi B. Carey own "Exhibit A" (which is inadmissible evidence) clearly shows the "Note" was endorse by Alfred Mapp of DECISION ONE MORTGAGE COMPANY, LLC for monetary value with tracking MIN 100077910007141428: here again Attorney Heidi B. Carey/ RILEY POPE & LANEY are committing FRAUD/ACTION OF TRESPASS.
6. Therefore, James L. Dennis and Enid Dennis Grantor/Trustor/Settlor demand the original wet-ink Promissory Note, original wet-ink Mortgage/Deed of Trust that is authenticated by the court under seal or by Affidavit under penalty of perjury stating these are the original wet-ink document(s) as well as the contract between HSBC MORTGAGE SERVICE, INC and RILEY POPE & LANEY.
7. Further, Attorney Heidi B. Carey states pursuant to FOR A FIRST CAUSE OF ACTION paragraph 14: *"Plaintiff has complied with its obligation(s) as required*

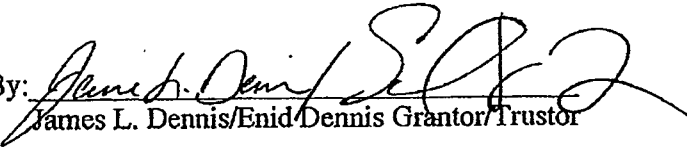
under the terms of the Note and Mortgage and/or any Federal or State statutes or regulations..."

8. Denied: Plaintiff as well as Attorney Heidi B. Carey have not complied with Federal or State statutes. On August 18, 2010 order was entered by the court of US Bankruptcy Court (case number: 10-03500), discharging the alleged debt. Which Plaintiff failed to attend Creditor meeting to make any objection thereby given up any claim/interest:
9. Thereby, pursuant to 11 USC, the discharge prohibits any attempt to collect from the debtor a debt that has been discharged and a creditor is not permitted to contact a discharged debtor by mail, phone, or otherwise, to file or continue a lawsuit thereby this is a Federal issue;
10. Furthermore, pursuant to South Carolina code Ann 15-41-30(A)(1) this property has been exempt from levy, sale and any attachment, which the Plaintiff again failed to attend Creditor Meeting to rebuttal;
11. Therefore, Plaintiff and Attorney Heidi B Carey/ RILEY POPE & LANEY should or should have known that the alleged debt was discharge via US Bankruptcy Court order and Plaintiff letter dated August 26, 2010 addressed to Defendant(s) stating that Plaintiff know(s) Chapter 7 has been filed by Defendant(s);

Now what is interesting, Attorney General Eric Holder stated The Justice Department is looking into U.S. financial institutions improperly foreclosed on houses, clearly Plaintiff and Attorney Heidi B Carey/ RILEY POPE & LANEY are not only trying to improperly foreclose but also is committing Fraud as well as violating Federal court order, which Plaintiff are subject to federal jurisdiction;

Therefore, for the facts and laws stated above, this is federal court matter because Plaintiff and Attorney Heidi B Carey/ RILEY POPE & LANEY should or should have know that they are committing Fraud, violating a Federal court order as well as causing undue stress, harassment, action of trespass, causing Genocide against Indigenous People by trying to take land and house. For these reason(s), Move the court and clerk of court to transfer this case to US District court.

Date: 10/12/2010

By: 
James L. Dennis/Enid Dennis Grantor/Truster

FILED - RECEIVED
2010 OCT 12 PM 12:09
DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, SC

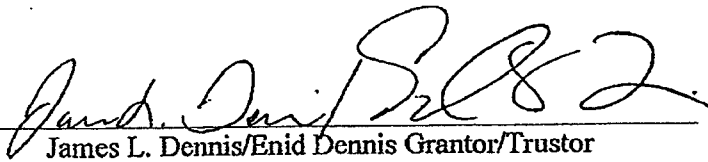
CERTIFICATE OF SERVICE

I hereby declare under penalty of perjury under the laws of the Most High, on October 12, 2010,
a true and correct copy of the foregoing document or correspondence entitled

ANSWER TO ALLEGED COMPLAINT

was delivered via United States mail, to all interested parties at the following address:

Attorney Heidi B. Carey SC Bar 7020
Post Office Box 11412
Columbia, SC 29205

By: 
James L. Dennis/Enid Dennis Grantor/Trustor

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

HSBC Mortgage Services, Inc.,
Plaintiff

Vs.

James L. Dennis, Enid Dennis and
Stonewood Homeowners Association
of York County, Inc

Defendant(s)

) Case No: 2010 CP-46-04307

)
) REMOVAL FROM THE COMMON PLEAS
) COURT STATE OF SOUTH CAROLINA

FILED - RECEIVED
2010 OCT 12 PM 12:09
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

Verified For Warrant Of Removal

We the People either in plural or in singular capacity. In plural capacity, in this case, it is James L. Dennis and Enid Dennis International Indigenous Society Muur's Indigenous People (foreign State) with US Department of State number 06013144-1, one of the people as contemplated in the preambles of the Constitution for South Carolina, the Constitution for the State of South Carolina, and the 1789 Constitution for the United States of America. and through, the various jurisdiction of this United States District Court provided under at least 8 USC 1401(b), 11 USC 727, 28 USC § 1331, 28 USC § 1367, 28 USC 1441(b), 28 USC § 1441(c), 28 USC § 1441(e),

28 USC § 1443(1), 28 USC § 1443(2), and/or 28 USC § 1446, 28 USC § 1446(d), but not limited to and on the federal questions involved, herein alleges, states, and provides the following:

JURISDICTION

1. This District Court of the United States has original, concurrent, and supplementary jurisdiction over this cause of action, pursuant to the authorities cited above, including, but not limited to the following, to-wit: 11 USC 727, 12 USC Article III, 28 USC § 1331, 28 USC § 1367, 28 USC 1441(b), 28 USC § 1441(c), 28 USC § 1441(e), 28 USC § 1443(1), 28 USC § 1443(2), and/or 28 USC § 1446, 28 USC § 1446(d).
2. The District Court of the United States is a court with authority to hear questions arising under the Constitution, Laws, and Treaties of the United States, including but not limited to, the Universal Declaration of Human Rights, with Reservations. *See* the Article VI Supremacy Clause of the Constitution of the United States of America, as lawfully amended (*hereinafter* "U.S. Constitution").

RESERVATION OF RIGHTS DUE TO FRAUD

3. We the People James L Dennis and Enid Dennis hereby explicitly reserve(s) my fundamental Right(s) to amend this and all subsequent pleadings, should future events and/or discoveries prove that he has/have failed adequately to comprehend the full extent of the damage(s) which he has suffered at the hands of the Respondent, the state court, and other involved parties, both named and unnamed, now and at all times in the future. *See* Rules 8, 15, and 18 of the Federal Rules of Civil Procedure.

RECORD OF STATE PROCEEDINGS

4. I James L Dennis and Enid Dennis is now proceeding on the basis of the presumption that the SOUTH CAROLINA court record will be made available to this Court upon Notice and Demand for Mandatory Judicial Notice, pursuant to Rules 201 and 902 of the Federal Rules of Evidence, the Full Faith and Credit Clause contained under Article IV of the U.S. Constitution, and 28 U.S.C. § 1449 and 28 USC 1446(d).

INCORPORATION OF PRIOR PLEADINGS

5. I hereby incorporate(s) by reference all pleadings, papers, and effects heretofore filed or otherwise lodged within the STATE proceedings the same as if fully set forth herein.

ALLEGATIONS

6. I James L Dennis and Enid Dennis specifically complain(s) on matters which go to related federal questions, such as federal jurisdiction within the several States of the Union, and the denial or the inability to enforce, in the courts of a State, one or more rights under any law providing for We the People equal rights of the United States, or of all within the jurisdiction thereof, to-wit:

7. On August 18, 2010 order was entered by the court of US Bankruptcy Court (case number: 10-03500), discharging the alleged debt. Which Plaintiff failed to attend Creditor meeting to make any objection thereby given up any claim/interest:

8. Thereby, pursuant to 11 USC, the discharge prohibits any attempt to collect from the debtor a debt that has been discharged and a creditor is not permitted to contact a discharged debtor by mail, phone, or otherwise, to file or continue a lawsuit thereby this is a Federal issue;

9. Plaintiff HSBC MORTGAGE SERVICE and Attorney Heidi B Carey/ RILEY POPE & LANEY have consistently demonstrated themselves to be willfully, intentionally, and knowingly in violation of both state and federal law, by filing this frivolous lawsuit wherefore is a direct violation of 11 USC as well as fraud, action of trespass against Indigenous People;

10. I James L Dennis and Enid Dennis complain(s) of various systematic, premeditated deprivations, trespass against the case (case number: 10-03500) and trespass against Indigenous People Rights;

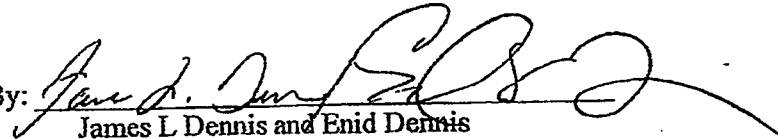
CONCLUSION

For the facts and laws stated above, We the People James L Dennis and Enid Dennis move the court to invoke for removal of the above-encaptioned state court proceedings into, and under, the jurisdiction of this United States District Court, with all speed to preserve the rights of the parties to orderly due process and the good conduct of the business of this court, and to vindicate the authority and dignity of this court.

Further, pursuant to 28 USC 1446 (d) *Promptly after the filing of such notice of removal of a civil action the defendant or defendants shall give written notice thereof to all adverse parties and shall file a copy of the notice with the clerk of such State court, which shall effect the removal; Effect-v. To do; to produce; accomplish. Blacks Law Dictionary 6th page 514.*

Therefore, clerk of court for common plea for State of South Carolina is to remove this case to US District Court of South Carolina within five (5) days.

Date: 10/12/2010

By: 
James L Dennis and Enid Dennis

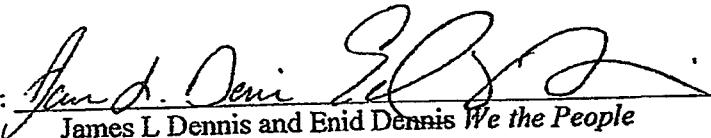
CERTIFICATE OF SERVICE

I hereby declare under penalty of perjury under the laws of the Most High, on October 12, 2010,
a true and correct copy of the foregoing document or correspondence entitled

REMOVAL FROM THE GENERAL COURT

was delivered via United States mail, to all interested parties at the following address:

Attorney Heidi B. Carey SC Bar 7020
Post Office Box 11412
Columbia, SC 29205

By: 
James L. Dennis and Enid Dennis *We the People*

FILED - RECEIVED
2010 OCT 12 PM 12:09
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ASSIGNMENT OF MORTGAGE
IN MORTGAGE BOOK 8627 at Page 235

28

FOR VALUE RECEIVED, the undersigned, Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Decision One Mortgage Company, LLC. (Assignor), does hereby transfer, assign, set over and convey to HSBC Mortgage Services, Inc. (Assignee), 636 Grand Regency Blvd., Brandon, FL 33510, its successors and assigns, without recourse, representation or warranty, all beneficial interest under that certain mortgage executed by James L. Dennis and Enid Dennis to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Decision One Mortgage Company, LLC., which mortgage is recorded in the Office of the ROD for York County, South Carolina, in Mortgage Book 8627 at Page 235, together with all the notes and indebtedness secured by said mortgage; and the undersigned does hereby remise, release, quit claim and convey to the transferee herein all of the right, title and interest of the undersigned in and to the property described in and conveyed by said mortgage. The undersigned is now the owner of said debt and mortgage.

All other existing legal or equitable rights, interests and remedies in or with respect to the mortgage and/or the note and/or the proceeds thereof, including, but not limited to, escrow deposits, existing title insurance policies and hazard insurance policies, existing titles to mobile/manufactured homes, as well as causes of action and judgments related thereto.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described mortgage.

IN WITNESS WHEREOF, the undersigned Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Decision One Mortgage Company, LLC. on this 12 day of Oct, 2010, has hereunto set its hand and seal.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC. (MERS) AS NOMINEE FOR DECISION ONE
MORTGAGE COMPANY, LLC.

Signed, sealed and delivered
in the presence of:

[Signature]
(Witness 1)
[Signature]
(Witness 2)

BY: Maria Vadrey
ITS: VP

201000116298
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
10-25-2010 At 09:24 am.
ASSIGNMENT 6.00
OR Vol 11670 Page 65 - 65

STATE OF SC)
)
COUNTY OF Hillsborough)

I, Rachel Clark, a Notary Public, do hereby certify that MARIA VADREY
as VP (title) of Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for
Decision One Mortgage Company, LLC., personally appeared before me this day and acknowledged the due
execution of the foregoing instrument(s).

WITNESS MY HAND AND SEAL this 12 day of Oct, 2010.

[Signature]
Notary Public for
My Commission Expires: _____

Loan No. 0016303182
File No. 4018.13110

PLEASE RETURN TO:
Riley, Pope & Lancy, LLC
Post Office Box 11412
Columbia, SC 29211

BOOK 11670 PAGE 65

United States Bankruptcy Court – District of South Carolina
 J. Bratton Davis United States
 Bankruptcy Courthouse
 1100 Laurel Street
 Columbia, SC 29201-2423

Case Number: 10-03500-hb

Chapter: 7

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

James Lonell Dennis
 1059 Mill House Drive
 Rock Hill, SC 29730

Enid Yvonne Dennis
 1059 Mill House Drive
 Rock Hill, SC 29730

Last four digits of Social Security or other Individual Taxpayer
 No(s)(if any): xxx-xx-3191

Last four digits of Social Security or other Individual Taxpayer
 No(s)(if any): xxx-xx-2943

Entered By The Court
08/18/10

**ORDER
 DISCHARGE OF DEBTOR
 ORDER DISCHARGING TRUSTEE
 ORDER CLOSING CASE**

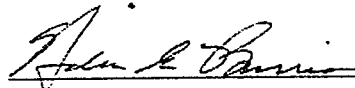
Filed By The Court

08/18/10
 Tammi M. Hellwig
 Clerk of Court
 US Bankruptcy Court

It appearing that the debtor is entitled to a discharge, **IT IS ORDERED:**

1. The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).
2. The trustee has certified that the estate of the above-named debtor(s) has been fully administered, therefore, the case trustee, is discharged as the trustee of the above named debtors(s) and the bond is canceled.
3. The Chapter 7 case of the above-named debtor(s) is closed.

Columbia, South Carolina
 August 18, 2010
 Document 13



United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION

TRUSTEE
 ATTORNEY
 U.S. BANKRUPTCY COURT
 DISTRICT OF SC

Norberta Henton
 BY: DEPUTY CLERK (14)

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

**HSBC Mortgage Services, Inc.,
Plaintiff**

Case No: 2010 CP-46-04307

Vs.

**James L. Dennis, Enid Dennis and
Stonewood Homeowners Association
of York County, Inc**

Defendant(s)

FILED - RECEIVED
2010 OCT 12 PM 12:09
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

REQUEST FOR PRODUCTION OF DOCUMENT

Defendant James L Dennis and Enid Dennis requests Plaintiff HSBC MORTGAGE SERVICE INC... and Attorney Heidi B Carey SC Bar 7020/RILEY POPE & LANEY LLC produce, within twenty(20) days of the service hereof, at 1059 Millhouse Drive, Rock Hill, SC 29730, the original wet-ink signature Promissory Note ("Note") signed by Defendant(s) on November 30, 2006, original wet-ink signature Mortgage/Deed of Trust signed by Defendant on November 30, 2006 and Authentic copy of the contract between HSBC MORTGAGE SERVICE INC and RILEY POPE & LANEY LLC.

Date: 10/12/2010

By:

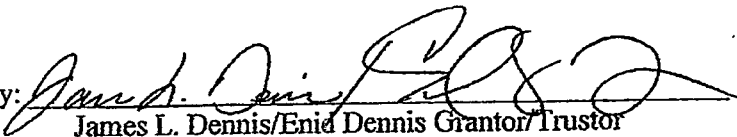
James L. Dennis/Enid Dennis Grantor/Trustor

CERTIFICATE OF SERVICE

I hereby declare under penalty of perjury under the laws of the Most High, on October 12, 2010,
a true and correct copy of the foregoing document or correspondence entitled

REQUEST FOR PRODUCTION OF DOCUMENT
was delivered via United States mail, to all interested parties at the following address:

Attorney Heidi B. Carey SC Bar 7020
Post Office Box 11412
Columbia, SC 29205

By: 
James L. Dennis/Enid Dennis Grantor/Trustor

FILED-RECEIVED
2010 OCT 12 PM 12:09
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

James L. Dennis and Enid Dennis,

Plaintiffs,

vs.

HSBC Mortgage Services, Inc.,

Defendant.

C/A No. 10-cv-2693-MJP-PJG

**DEFENDANT'S AMENDED
RESPONSES TO FIRST SET OF
INTERROGATORIES, REQUESTS FOR
PRODUCTION AND REQUESTS FOR
ADMISSIONS**

(File No. 4018.13110)

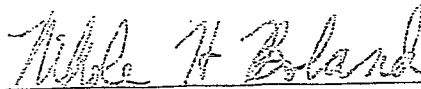
TO: JAMES L. DENNIS AND ENID DENNIS, THE PLAINTIFFS, PRO SE:

Defendant HSBC Mortgage Services, Inc. ("HSBC"), pursuant to Rules 33, 34 and 36 of the Federal Rules of Civil Procedure, responds to the Plaintiffs' Interrogatories, Requests for Production and Requests for Admissions as follows:

6. REQUEST FOR PRODUCTION NO.2: Provide the original wet-ink Promissory Note and/or original wet-ink Mortgage (Deed of Trust).

ANSWER: The original Mortgage cannot be located at this time.

RILEY POPE & LANEY, LLC



T. Lowndes Pope, Fed I.D. No. 6079
Roy F. Lancy, Fed I.D. No. 5720
Heidi B. Carey, Fed I.D. No. 7776
Nikole H. Boland, Fed I.D. No. 9184
Damon C. Wlodarczyk, Fed. I.D. No. 9487
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Defendant

February 16, 2011

STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

(File No. 4018.13110)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-4307

**PLAINTIFF'S RESPONSES TO
REQUEST FOR PRODUCTION OF
DOCUMENT**

TO: JAMES L. DENNIS AND ENID DENNIS, THE DEFENDANTS, PRO SE:

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, Plaintiff CitiMortgage, Inc. ("Citi") responds to the Defendants' Request for Production of Document as follows:

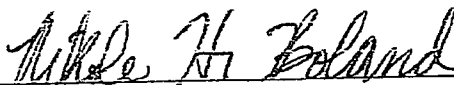
1. The original wet-ink signature Promissory Note ("Note") signed by Defendant(s) on November 30, 2006, original wet-ink signature Mortgage/Deed of Trust signed by Defendant on November 30, 2006 and Authentic copy of the contract between HSBC MORTGAGE SERVICE INC and RILEY POPE & LANEY LLC.

RESPONSE:

The original Note is available for inspection and copying during normal business hours at the law offices of Riley Pope & Laney located at 2838 Devine Street, Columbia, South Carolina. The original Mortgage cannot be located at this time. Plaintiff objects to the remaining request on the grounds that the information sought is privileged and confidential and involves matters to which the Defendants were not parties. Plaintiff further objects to the request on the grounds that it is overly broad and

burdensome, that it seeks information beyond the scope of Rule 26, SCRPC, and that it seeks information that is not relevant or would not likely lead to the discovery of probative or admissible evidence.

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507

Roy F. Laney, SC Bar 64279

Heidi B. Carey, SC Bar 7020

Nikole H. Boland, SC Bar 70491

Damon C. Wlodarczyk, SC Bar 70460

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

Columbia, South Carolina

February 16, 2011

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-4307

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and Stonewood
Homeowners Association of York County,
Inc.,

Defendant(s).

MOTION AND ORDER OF REFERENCE

(Non-Jury)

Foreclosure Of Real Estate Mortgage
(Deficiency Waived)

(File No. 4018.13110)

IT APPEARING that the above entitled case is an action for the foreclosure of a real estate mortgage and, pursuant to Rule 53(b) SCRCP, may be referred to the Master in Equity in the above entitled county by Order of the Clerk of Court; and,

IT IS HEREBY ORDERED that this matter is referred to the Honorable S. Jackson Kimball as Master in Equity for York County, to make his findings of fact and conclusions of law; to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRCP; to hear any issues, including motions, after sale or judgment including, but not limited to, the issuance of Supplemental Orders, Writs of Assistance and hearing of any issues involving possession and/or removal of property and appraisal proceedings under S.C. Code Ann. §29-3-680, et seq. (1976 SC Code of Laws, as amended). Any appeal from the final judgment entered by the Master in Equity shall be directly to the Supreme Court or Court of Appeals, as appropriate. Any judicial sale of the property subject to this action may be held on a day other than the regular judicial sale day; and

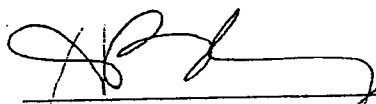
IT IS SO ORDERED.

Clerk of Court / Presiding Judge

December _____, 2010.

_____, South Carolina

WE SO MOVE:
RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507
Roy F. Laney, SC Bar 64279
Heidi B. Carey, SC Bar 7020
Heath M. Stewart, III, SC Bar 74190
Nikole H. Boland, SC Bar 70491
Attorneys for Plaintiff

**STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
COUNTY OF YORK**

James L Dennis, Enid Dennis Executor)

Counter Plaintiff)

Vs.)

HSBC MORTGAGE SERVICES)

Counter Defendant)

Case No: 2010-CP-46-4307

) **NOTICE OF DECLARATION TRANSFER
OF CASE INTO FEDERAL
TAKE JUDICIAL NOTICE**

FILED-RECEIVED

2010 DEC 27 PM 1:47

DAVID HAMILTON
C.C.P. & CS
YORK COUNTY, SC

COME NOW We the People either in plural or in singular capacity. In plural capacity, in this case, it is James L Dennis and Enid Dennis Executor/Grantor Indigenous People, one of the people as contemplated in the preambles of the Constitution for South Carolina, the Constitution for the State of South Carolina, and the 1789 Constitution for the United States of America. **For the Record**, We James L Dennis and Enid Dennis are not a 14th Amendment Citizen, nor are we US/UNITED STATES/United States Citizen or a US Corporation, nor are we a **Name** or Taxpayer;

Therefore, **Judicial Notice** is given to the court, Clerk of Court as well as Judges(s) (S. Jackson Kimball) which shall take Notice and decree as follow;

JUDICIAL NOTICE

1. **18 U.S.C 471-** **Obligations or Securities of United States:** Whoever, with intent to defraud, falsely makes, forges, counterfeits, or alters any obligation or other security of the United States, shall be fined under this title or imprisoned not more than 20 years, or both.
2. **28 USC 1332(a)-** The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between—
3. **28 USC 1332(C)(i)-** Any action(s) removed to Federal court pursuant to this subsection shall not thereafter be transferred to any other court pursuant to section 1407, or the rules promulgated there under, unless a majority of the plaintiffs in the action request transfer pursuant to section 1407.
4. **Title 18 USC & 1001-** Statements or entries generally(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully-
 - (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
 - (2) makes any materially false, fictitious, or fraudulent statement or representation; or
 - (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title.

5. **28 USC 1446 (d)**- Promptly after the filing of such notice of removal of a civil action the defendant or defendants shall give written notice thereof to all adverse parties and shall file a copy of the notice with the clerk of such State court, which shall effect the removal and **the State court shall proceed no further** unless and until the case is remanded.

Whereby, Attorney Heidi B. Carey SC Bar 7020 as well as all agent(s)/agency for RILEY POPE & LANEY LLC knows that case number 2010-CP-46-4307 has been transfer to federal court 10 CV 2693 and pursuant to 28 USC 1446 (d) the State court can not proceed any further; and

Further, pursuant to 18 USC 1001 but not limited to, Defendant(s)/Attorney HEIDI B CAREY should be advised whoever in any matter falsifies, fraudulent statement or representation shall be fined as well as imprisonment; and

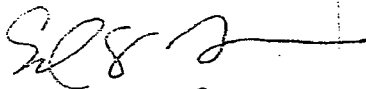
Therefore, the court, clerk of court as well as judge(s) shall take Judicial Notice and pursuant to 28 USC 1446 (d) but not limited to, State court shall dismiss Attorney Heidi B Carey MOTION AND ORDER OF REFERENCE as well as other Motion/document(s), Further, the moving party requests that this court invoke its sanction powers to preserve the rights of the parties to orderly due process and the good conduct of the business of this court, and to vindicate the authority and dignity of this court by sanction Attorney Heidi B Carey SC Bar 7020 pursuant to 18 USC 1001; and

Further, judge should be advised, whenever a judge¹ acts where he/she does not have jurisdiction to act, the judge is engaged in an act or acts of **treason**. **U.S. v. Will**, 449 U.S. 200, 216, 101 S.Ct. 471, 66 L.Ed.2d 392, 406 (1980);

¹ Judicial immunity does not exist for judges who engage in criminal activity, for judges who connive with, aid and abet the criminal activity of another judge, or to a judge for damages sustained by a person who has been harmed by the judge's connivance with, aiding and abetting, another judge's criminal activity.

Wherefore, I James L Dennis and Enid Dennis Grantor/Trustor/Settlor give this Notice of Declaration pursuant to Federal Rules of Evidence to submit the following documents.

Date 12/27/10



By: James L. Dennis

James L Dennis and Enid Dennis Grantor/Trustor

UNITED STATES DISTRICT COURT

for the
District of South Carolina

James L. Dennis and Enid Dennis

Plaintiff

v.

HSBC Mortgage Services, Inc

Defendant

Civil Action No. 0:10-2693-MBS

JUDGMENT IN A CIVIL ACTION

The court has ordered that (check one):

☐ the plaintiff (name) _____ recover from the defendant (name) _____ the amount of _____ dollars (\$___), which includes prejudgment interest at the rate of ___ %, plus postjudgment interest at the rate of ___ %, along with costs.

☐ the plaintiff recover nothing, the action be dismissed on the merits, and the defendant (name) _____ recover costs from the plaintiff (name) _____.

☒ other: The plaintiffs, James L. Dennis and Enid Dennis, shall take nothing of the defendant, HSBC Mortgage Services, Inc. and the complaint is dismissed without prejudice.

This action was (check one):

☐ tried by a jury, the Honorable _____ presiding, and the jury has rendered a verdict.

☐ tried by the Honorable _____ presiding, without a jury and the above decision was reached.

☒ decided by the Honorable Margaret B. Seymour, United States District Judge, presiding, who adopted the Report and Recommendation of the Honorable Paige J. Gossett, United States Magistrate Judge, which granted defendant's Motion to Dismiss.

Date: August 31, 2011

CLERK OF COURT

s/Yvonne D. Davis, Deputy Clerk

Signature of Clerk or Deputy Clerk

IN THE GENERAL COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT
YORK COUNTY, STATE OF SOUTH CAROLINA



COPY

CASE NO.: 2010-CP-46-4307

HSBC Mortgage Services, Inc.,

Plaintiff in Error

Vs.

JAMES L DENNIS [CEST QUE TRUST]
ENID DENNIS [CEST QUE TRUST]

Defendants in Error.

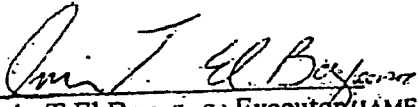
FILED-RECEIVED
2012 FEB -6 AM 9:52
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

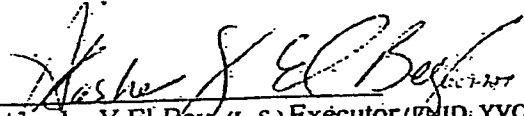
ANSWER TO SUMMONS AND COMPLAINT

PLEASE TAKE NOTICE to the attached documentation that is to serve as response to Plaintiff in Error's Notice of Denial of Foreclosure Intervention. The attached document Writ in the Nature of Discovery and Disclosure is required to be answered by HSBC Mortgage Services within 30 Days of this answer, if no answer and supporting documentation is received within 30 Days the Executors office of the JAMES LONELL DENNIS, Estate request settlement, closure and dismissal of this case for failure to state a claim for which relief can be granted.

1. Copy of "Writ in the Nature of Discovery and Disclosure" ("Qualified Written Request")
2. Copy of Fiduciary Termination of Riley, Pope & Laney, LLC (original sent 10/27/2011)
3. Copy of Cease and Desist letter to third party debt collector Riley, Pope & Laney, LLC

[SIGNATURE PAGE]

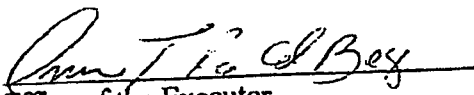

Imin T El Bey, (L. S.) Executor (JAMES LONELL DENNIS, Estate)


Akasha Y El Bey, (L. S.) Executor (EMILY YVONNE DENNIS, Estate)

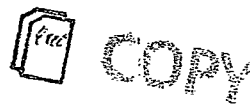
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished by Certified Mail receipt 7011 0110 0001 9009 5696 to: HSBC Mortgage Services, Elmhurst Illinois. HSBC Mortgage Services, Buffalo New York- Certified Mail Receipt: 7011 0110 0001 9009 5689 with cc: copies to Riley, Pope & Laney, LLC sent certified mail receipt 7011 0110 0001 9009 5702.

This 6th day of February 2012.

By: 
Office of the Executor
JAMES LONELL DENNIS, Estate
General Post Office 240202
South Boulevard - 6241
Charlotte.
United States Minor, Outlying Islands
Near. [28224-9998]

Office of the Executor
JAMES LONELL DENNIS, Estate
Nation North Carolina
General Post Office 240202
South Boulevard – 6241
Charlotte
United States Minor, Outlying Islands
Near. [28224-9998]



Writ in the Nature of Discovery and Disclosure
“Qualified Written Request”

From: Office of the Executor
JAMES LONELL DENNIS, Estate
C/o General Post Office 240202
South Boulevard - 6241
Via State Republic North Carolina
Via United States Republic, North America
Non-Domestic
Near [28224-9998]

Account Number: 016303182
 Associated Case Number: 2010CP464307

To: HSBC Qualified Written Request
 P.O. Box 788
 Elmhurst, Illinois [60126]
 United States Republic, North America

To: HSBC MORTGAGE SERVICES
 LOAN RESEARCH
 P.O. Box 3425
 Buffalo, New York Postal Zone
 United States Republic, North America

Cc: Riley, Pope & Laney, LLC,
 York County Court of Common Pleas,
 Office of the Chief Justice 16th Circuit – attn: John C Hayes III

Mailing Date: 02/06/2012

Please mail or deliver to the Executor for the estate, JAMES LONELL DENNIS, Estate, the following evidence: Produce the Originals or Certified and Verified Official Copies of the Original Loan - Related Documents (papers, electronic and E-Mails, etc.,) as stipulated by law. All of these Loan-related instruments adversely affect the associated 'Case' Number 2010-CP-46-4307. HSBC Mortgage Services or its Assigns are 'Requested' to schedule a timely Meeting and opportunity for the Executor, any Consul, and /or any Independent Review Board to make a thorough **Physical Inspection** of the following **Loan – related Documents**, so as to enable the Office of the Executor and his Consul, or Independent Review Board to physically Examine; to Verify; to Confirm; and to Witness the same for the Record.

This is a Lawful Demand and Request, and is hereby issued under the 'Rules of Discovery' and forwarded to HSBC Mortgage Services or its Assigns, according to Law and the 'Disclosure Rules'. This Request is forwarded to HSBC Mortgage Services, its Agency Personnel, and its Assigns; giving them Notice, and to inform them to set and arrange for a timely Meeting. The Executor will have witnesses present. The Meeting shall be set and concluded to effectuate the above - stated **Physical Examinations** and

Witnessing of the requested **Documents**; with the same being orderly arranged, satisfied and concluded within Thirty (30) Days of the Receipt of this '**Notice of Discovery and Disclosure**'.

HSBC Mortgage Services and its Representatives or its Assigns are requested, '**For The Record**' to produce the following **Records, Information and Documents** related to the alleged "**Loan**", noted with the Account Number 0016303182; and the related Case Number 2010-CP-46-4307, which is in controversy. The Discovery is to include all the inter-dependent, inter-related, and associated Instruments attached thereto, and covering all the associated files from the initiation of the "**Loan**" up and unto the present:

1. HSBC Mortgage Services or its Assigns are hereby '**Requested**' to produce the '**Original Promissory Note**' as lawful proof and evidence (exposing the front and the back) and marked with the Account Number, 0016303182, with clear signatures and evidence associated with the **Original Loan**, indicating the exchange of **Substance or Specie** alleged to have been issued from HSBC Mortgage Services; Decision One Mortgage /Agency or Persons and given to the alleged "**Borrower**" (JAMES L DENNIS, ENID DENNIS).
2. HSBC Mortgage Services or its Assigns are hereby '**Requested**' to produce any '**Allonge**'; any '**Bill of Exchange**'; and any other '**Promissory Note**' (exposing the front and the back) complete with any '**Affixations**' or '**Allocations**' attached to the original '**Borrower's Promissory Note**' and used for '**Endorsements**'.
3. HSBC Mortgage Services or its Assigns are hereby '**Requested**' to produce all **Bookkeeping Journal Entries** associated with the **Loan** bearing the Account Number 0016303182, and given to the alleged "**Borrower**" (JAMES L DENNIS, ENID DENNIS). Include the complete names, the addresses, the locations, and the business contacts of all the acting Trustee(s) and / or the Surety Holders.
4. HSBC Mortgage Services or its Assigns are hereby '**Requested**' to produce and to reveal the '**Deed of Trust**' associated with the **Original Loan** issued from your Bank / Agency / Company / or Representative(s); and reveal all other notes related in any way to the alleged "**Borrower**" (JAMES L. DENNIS, ENID DENNIS).
5. HSBC Mortgage Services or its Assigns are hereby '**Requested**' to produce evidence of the '**Insurance Policy**' that was put in place on or against the alleged "**Borrower's**" '**Promissory Note**' and associated with the **Loan** bearing the Account Number 0016303182.
6. HSBC Mortgage Services or its Assigns are hereby '**Requested**' to produce all '**Call Reports**' and any other related '**Notes**' or instruments made or constructed for the entire period covering the **Loan**.
7. HSBC Mortgage Services or its Assigns are hereby '**Requested**' to produce evidence of the original '**Deposit Slip**' issued for the **Deposit** of the alleged "**Borrower's**" '**Promissory Note**' associated with the **Loan**.

8. HSBC Mortgage Services or its Assigns are hereby 'Requested' to produce the 'Original Order' authorizing the withdrawal of Funds from the Borrower's 'Promissory Note' Deposit Account.
9. HSBC Mortgage Services or its Assigns are hereby 'Requested' to produce the 'Account Number' and source from which the money came to 'Fund' the original 'Check' given to the alleged 'Borrower'.
10. HSBC Mortgage Services or its Assigns are hereby 'Requested' to produce 'Verification' evidence, and proof that the alleged "Borrower's" 'Promissory Note' was a 'Gift' to the 'Lender' from the alleged "Borrower"; and that the same was disclosed to the alleged "Borrower" (JAMES L DENNIS, ENID DENNIS).
11. HSBC Mortgage Services or its Assigns are hereby 'Requested' to produce the full and complete 'Name' and the 'Address' of the current 'Holder' of the alleged "Borrower's" 'Promissory Note' associated with the Loan.
12. HSBC Mortgage Services or its Assigns are hereby 'Requested' to produce the full and complete 'Names' and the 'Addresses' of the 'Lender's CPA and 'Auditor' or any other holder or record - keeper for the entire period covering the Execution of the Mortgage or Loan.
13. HSBC Mortgage Service or its Assigns are hereby 'Requested' to produce written delegation of authority from the Office of the Executor to "represent" that authorization to administrate [Act as Trustee] on behalf of the JAMES LONELL DENNIS, Estate.

This Writ shall stand as firm and 'Lawful Evidence' of the Office of The Executor on behalf of the alleged "Borrower's" exercising his 'due process' right to **Discovery** and **Disclosure**; and establishes 'For The Record' an honorable and 'Good Faith' attempt on his part to clear up any flawed entries; any **insensate misrepresentations**; or any other mis-prints, mistakes, or **confusion** concerning his intent to make clear, unvarnished, and **corrective resolutions** in this **Loan or Mortgage Foreclosure** matter, before accepting any vague assumptions, and before taking any further actions.

The Executor of the JAMES LONELL DENNIS, Estate is prepared to meet with you, or your authorized Bank, Company Representative(s), or Assigns forthwith. I will have attentive **Consul / Council** and **Witnesses** present, **for the Record**. HSBC Mortgage Services and its Representative(s) or its Assigns have claimed to be a 'Secured **Party-of-Interest**' in the 'Loan Account' Number, 0016303182 and the associated Case Number 2010-CP-46-4307. Therefore the requisite, obligatory, documented and preserved records of the same are required by law to have been placed in 'Evidence' by the Bank or its Assigns in order to lawfully initiate any court 'Action'. Proof and documented evidence of that same evidence is also hereby formally requested.

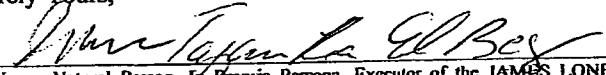
A failure or any avoidance of complete answers by your Bank, Company, or Loan Officer(s) of HSBC Mortgage Services or its Assigns to 'Respond' to this lawful Writ,; and a failure to responsibly answer all 13 of the clearly - specified, Loan - related requests herein listed, will be considered an affirmation that your Bank or Company

Representative(s) have 'No Interest' and 'No Claims' in the Loan matter at hand. HSBC Mortgage Services or Company Representatives are required to answer this Writ / Request completely; and are to complete and return the same within the allotted thirty (30) days of Receipt of this lawful 'Writ in the Nature of Discovery and Disclosure'. Any acts of diversion, redirection, or an incomplete or non-answered Response will be considered as an affirmation of disingenuous intent. And the said failure of Response to any or all of the specific thirteen (13) above - noted issues shall constitute willful 'Non-Disclosure' and Default. Such a failure of full Response will be deemed a 'Dishonor' and a non-answer of this Notice and Demand for Discovery and Disclosure; voiding all and any claims made by HSBC Mortgage Services or by its Representatives, Agents or Assigns.

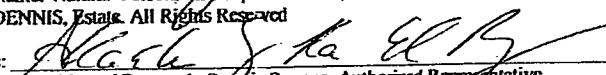
This said Legal Notice to Principal is a Legal Notice to Agent; and this Legal Notice to Agent is a Legal Notice to Principal.

Sincerely Yours,

I Am:


Name: Natural Person, In Propria Persona, Executor of the JAMES LONELL DENNIS, Estate. All Rights Reserved

Witness:


Name: Natural Person, In Propria Persona, Authorized Representative.
All Rights Reserved

JAMES LONELL DENNIS, Estate
 Executor Office
 Nation North Carolina
 General Post Office – 240202
 South Boulevard – 6241
 Charlotte
 United States Minor, Outlying Islands
 Near. [28224-9998]

Sunday, February 05, 2012

Riley, Pope & Laney, LLC
 2838 Devine Street
 Columbia, South Carolina 29205

Legal Notice to Principal is a Legal Notice to Agent; Legal Notice to Agent is a Legal Notice to Principal

TAKE LEGAL NOTICE this letter is to demand all attempts of collection, fiduciary, trustee or other unauthorized actions against the estate to immediately CEASE AND DESIST per U.S.C. 26 676 § 676 -
(a) General rule The grantor shall be treated as the owner of any portion of a trust, whether or not he is treated as such owner under any other provision of this part, where at any time the power to revest in the grantor title to such portion is exercisable by the grantor or a non-adverse party, or both. (b) Power affecting beneficial enjoyment only after occurrence of event Subsection (a) shall not apply to a power the exercise of which can only affect the beneficial enjoyment of the income for a period commencing after the occurrence of an event such that a grantor would not be treated as the owner under section 673 if the power were a reversionary interest. But the grantor may be treated as the owner after the occurrence of such event unless the power is relinquished.

Federal Rule of Civil Procedure 17(a) (1), which requires that "an action must be prosecuted in the name of the real party in interest". September 20th, 2011; Riley, Pope & Laney, LLC acting as third party debt collector were served via certified mail (receipt no: 7010 3090 0003 5929 7816) a request for their delegation of authority to act on behalf of the JAMES LONELL DENNIS, Estate along with a detailed list of all bonds, sureties, indemnification, and insurance for the Office of Attorney and full accounting of

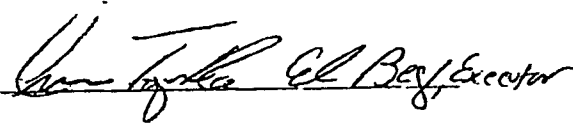
any involvement in the attempted administration of the Estate. The Executor has not given authority for third party debt collector, Riley, Pope & Laney, LLC to act on behalf of the Estate and to date; Riley, Pope & Laney, LLC have failed to produce delegation of authority to act on behalf of the estate and the Executor believes none exists.

October 27th, 2011; Riley, Pope & Laney, LLC acting as third party debt collector were served via U.S. mail, IRS form 56 Terminating any fiduciary authority for Breach of Trust/Covenant (please reference the enclosed copy of form 56). The Executor has never granted Riley, Pope & Laney, LLC fiduciary powers and to date; Riley, Pope & Laney, LLC has failed to rebut, or otherwise give notice of fiduciary appointment being granted by the Executor and the Executor believes none exists.

"Silence can only be equated with fraud where there is a legal or moral duty to speak or when inquiry left unanswered would be intentionally misleading". – U.S. v Tweel, 550F. 2d 297 (1977).

HSBC and the Office of Chief Justice for the Court of Common Pleas York County have been duly notified by the Estate and given proper authority to settle, discharge and close the matter regarding account number 0016303182 and associated case number 2010-CP-46-4307.

A copy of this notice will be forwarded to HSBC for reference.

By: 

Executor – JAMES LONELL DENNIS, Estate
General Post Office -240202
6241 South Boulevard
Charlotte, North Carolina state
United States Minor, Outlying Islands
Near. [28224-9998]

CC: HSBC Mortgage Services, Inc

York County Court of Common Pleas

Notice Concerning Fiduciary Relationship

51
OMB No. 1545-0013

(Internal Revenue Code sections 6036 and 6903)

Part I Identification

Name of person for whom you are acting (as shown on the tax return) **ENID YVONNE DENNIS ESTATE** Identifying number **45-6337074** Decedent's social security no. **250 | 57 | 2943**

Address of person for whom you are acting (number, street, and room or suite no.)

c/o General Post Office - 1074, College Street - 206

City or town, state, and ZIP code (If a foreign address, see instructions.)

Pineville, North Carolina [28134-9998]

Fiduciary's name

RILEY POPE & LANEY, LLC- ATTORNEY AT LAW; Heidi B. Carey Bar#7020; Nikole Boland Bar#70491 ET. AL

Address of fiduciary (number, street, and room or suite no.)

2838 Devine Street

City or town, state, and ZIP code

Columbia, South Carolina 29205

INTERNAL REVENUE SERVICE
WIRE TRANSFER SERVICE
CHARLOTTE, NC 28262

MAR 05 2012

Part II Authority

1 Authority for fiduciary relationship. Check applicable box:

a(1) ☐ Will and codicils or court order appointing fiduciary

(2) Date of death

b(1) ☐ Court order appointing fiduciary

(2) Date (see instructions)

c ☐ Valid trust instrument and amendments

d ☒ Other. Describe **Notice of Termination: above mentioned acting fiduciary is hereby terminated, all powers and authority for any and all commercial transactions and duties, as directed by will of decedent, thereby to be executed immediately.**

Part III Nature of Liability and Tax Notices

2 Type of tax (estate, gift, generation-skipping transfer, income, excise, etc.) **All re: Accounts: 10CP464307; 0016303182**

3 Federal tax form number (706, 1040, 1041, 1120, etc.) **All re: Accounts: 10CP464307; 0016303182**

4 Year(s) or period(s) (if estate tax, date of death) **11/30/2006-PRESENT**

5 If the fiduciary listed in Part I is the person to whom notices and other written communications should be sent for all items described on lines 2, 3, and 4, check here ☐

6 If the fiduciary listed in Part I is the person to whom notices and other written communications should be sent for some (but not all) of the items described on lines 2, 3, and 4, check here ☐ and list the applicable federal tax form number and the year(s) or period(s) applicable **Send Executor copies of all correspondence/documents care of: General Post Office- 240202**

Charlotte, North Carolina [28224-9998]. Give notice to HSBC Mortgage Services PO Box 3425 Buffalo NY 14240-9733

Part IV Revocation or Termination of Notice

Section A—Total Revocation or Termination

7 Check this box if you are revoking or terminating all prior notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship ☒
Reason for termination of fiduciary relationship. Check applicable box:

a ☐ Court order revoking fiduciary authority

b ☐ Certificate of dissolution or termination of a business entity

c ☒ Other. Describe **Breach of Trust duties/Covenant, not carrying out decedents will**

Section B—Partial Revocation

8a Check this box if you are revoking earlier notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship ☒

b Specify to whom granted, date, and address, including ZIP code.

File #000326974, Book 08627 pg. 235 File# 00116298 book 11670 pg 0065 Office of Clerk of Courts York County City Court house York South Carolina Register of Deeds

Section C—Substitute Fiduciary

9 Check this box if a new fiduciary or fiduciaries have been or will be substituted for the revoking or terminating fiduciary and specify the name(s) and address(es), including ZIP code(s), of the new fiduciary(ies) ☒

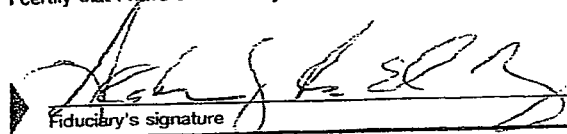
Notice of Appointment: Office of IRS Commissioner Douglas Schulman, Secretary of Treasury Timothy Geithner, Office of Inspector General J. Russell George, located in the District of Columbia

Part V Court and Administrative Proceedings

Name of court (if other than a court proceeding, identify the type of proceeding and name of agency) Court of Common Pleas Sixteenth Circuit		Date proceeding initiated October 6, 2010	
Address of court 1 N. Congress Street, PO Box 627		Docket number of proceeding 10-CF-46-4307	
City or town, state, and ZIP code York, South Carolina 29745	Date 03/06/2012	Time 2:30	a.m. <u>p.m.</u> Place of other proceedings

Part VI Signature

I certify that I have the authority to execute this notice concerning fiduciary relationship on behalf of the taxpayer.

Please
Sign
Here


Fiduciary's signature

Executor

Title, if applicable

03/05/2012

Date

Form 56 (Rev. 12-2007)

JURAT

Subscribed and affirmed to before me a notary public

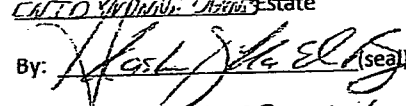
On this Day, the 5th day of March in the year of 2012 By Akshay P. B. Elbey who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


NOTARY SEAL: (SEAL)

My Commission Expires January 31st, 2015.

Date: 03/05/2012

Executor/Administrator for the

INTO WILLIAM J. JAMES EstateBy:  (seal)Exemption # 456337074Care of: General Post Office-1074
206 College Street
Pineville, NC state cap 28135

Notice Concerning Fiduciary Relationship

(Internal Revenue Code sections 6038 and 6903)

OMB No. 1545-0013



COPY

Part I Identification

Name of person for whom you are acting (as shown on the tax return)

JAMES LONELL DENNIS ESTATE

Identifying number

45-6334366

Decedent's social security no.

247 39 3191

Address of person for whom you are acting (number, street, and room or suite no.)

c/o General Post Office - 240202

City or town, state, and ZIP code (if a foreign address, see instructions.)

Charlotte, North Carolina [28224-9998]

Fiduciary's name

RILEY POPE & LANEY, LLC- ATTORNEY AT LAW; Heidi B. Carev Bar#7020; Nikole Boland Bar#70491

Address of fiduciary (number, street, and room or suite no.)

2838 Devine Street

City or town, state, and ZIP code

Columbia, South Carolina 29205

Telephone number (optional)

()

Part II Authority

1 Authority for fiduciary relationship. Check applicable box:

a(1) ☐ Will and codicils or court order appointing fiduciary

(2) Date of death

b(1) ☐ Court order appointing fiduciary

(2) Date (see instructions)

c ☐ Valid trust instrument and amendments

d ☒ Other. Describe **► Notice of Termination: above mentioned acting fiduciary is hereby terminated, all powers and authority for any and all commercial transactions and duties, as directed by will of decedent, thereby to be executed immediately.**

Part III Nature of Liability and Tax Notices

2 Type of tax (estate, gift, generation-skipping transfer, income, excise, etc.) **► All re: Accounts: 10CP464307: 0016303182**

3 Federal tax form number (706, 1040, 1041, 1120, etc.) **► All re: Accounts: 10CP464307: 0016303182**

4 Year(s) or period(s) (if estate tax, date of death) **► 10/06/2010**

5 If the fiduciary listed in Part I is the person to whom notices and other written communications should be sent for all items described on lines 2, 3, and 4, check here **► ☐**

6 If the fiduciary listed in Part I is the person to whom notices and other written communications should be sent for some (but not all) of the items described on lines 2, 3, and 4, check here **► ☐ and list the applicable federal tax form number and the year(s) or period(s) applicable Send Executor copies of all correspondence/documents care of: General Post Office- 240202**

Charlotte, North Carolina [28224-9998], Give notice to HSBC Mortgage Services PO Box 3425 Buffalo NY 14240-9733

Part IV Revocation or Termination of Notice

Section A—Total Revocation or Termination

7 Check this box if you are revoking or terminating all prior notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship **► ☒**

Reason for termination of fiduciary relationship. Check applicable box:

a ☐ Court order revoking fiduciary authority

b ☐ Certificate of dissolution or termination of a business entity

c ☒ Other. Describe **► Breach of Trust duties/Covenant, not carrying out decedents will**

Section B—Partial Revocation

8a Check this box if you are revoking earlier notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship **► ☒**

b Specify to whom granted, date, and address, including ZIP code.

► File #Office of the Clerk of Courts

Section C—Substitute Fiduciary

9 Check this box if a new fiduciary or fiduciaries have been or will be substituted for the revoking or terminating fiduciary and specify the name(s) and address(es), including ZIP code(s), of the new fiduciary(ies) **► ☒**

► Notice of Appointment: Office of IRS Commissioner Douglas Schulman, Secretary of Treasury Timothy Geithner,

Office of Inspector General J. Russell George, located in the District of Columbia

Form 56 (Rev. 12-2007)

Part V Court and Administrative Proceedings

Name of court (if other than a court proceeding, identify the type of proceeding and name of agency)

Date proceeding initiated

October 6, 2010

Court of Common Pleas Sixteenth Circuit

Docket number of proceeding

10-CP-46-4307

Address of court

1 N. Congress Street, PO Box 627

City or town, state, and ZIP code

York, South Carolina 29745

Date

Time

a.m.

p.m.

Place of other proceedings

Part VI Signature

I certify that I have the authority to execute this notice concerning fiduciary relationship on behalf of the taxpayer.

Please
Sign
Here

Fiduciary's signature

Executor

Title, if applicable

Date

Form 56 (Rev. 12-2007)

JURAT

Subscribed and affirmed to before me a notary public

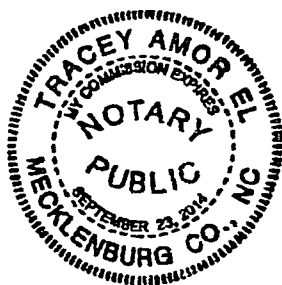
On this Day, the 24 day of October in the year of 2011,By Imin Tafari Ra Elibey, who proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.Date: 10/24/2011

Executor/Administrator for the

JAMES J. GONFLORE estateBy: Imin Tafari Ra Elibey (seal)Exemption # 45-6334366Care of: General Post Office24207Charlotte, NC 28204Tracey Amor El

NOTARY SEAL:

(SEAL)



STATE OF SOUTH CAROLINA
COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

(File No. 4018.13110)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-4307

RECORD OF HEARING

(Non-Jury)

FILED-RECEIVED
2012 MAR -9 AM 9:01
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

Pursuant to the Order of Reference granted in the above titled case, a reference hearing was held on March 6, 2012 at 2:30 p.m., before the Honorable S. Jackson Kimball, as Master in Equity for York County.

Plaintiff is represented by Riley Pope & Laney, LLC. The following Defendant(s)/Person(s) appeared at the hearing: AKasha El Bey & Irwin El Bey

According to the Plaintiff's Affidavit of Debt, the Note and Mortgage are in default.

The original Lis Pendens was filed on October 1, 2010 and amended on October 6, 2010. Affidavits, Acceptance of Services, or Order of Publication are filed here and show that service of the Summons and Complaint was properly made upon all Defendant(s).

Pursuant to Rule 55(a), SCRP, a Notice of Default showing the Defendant(s), and Stonewood Homeowners Association of York County, Inc. is in default; and that no individual Defendants in default are in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act, 50 U.S.C. § 501 et. seq. was or will be filed herein.

Plaintiff's attorney present or will present copies of the following Exhibit(s):

- a. Promissory Note(s)
- b. Mortgage(s)
- c. Assignment of Mortgage(s)
- d. Notice of Denial with Administrative Order 2011-05-02-01
- e. Attorney Certification with Administrative Order 2011-05-02-01
- f. Affidavit of Debt
- g. Affidavit of Attorney Fees
- h. Statement of Costs

Plaintiff established the total debt amount secured by the Note and Mortgage is \$247,233.40. Plaintiff established that the Note is in default for failure to make the March 1, 2010 payment and all subsequent payments.

Plaintiff is seeking the usual foreclosure of the purchase money first mortgage and has in the Complaint (or subsequently thereto in writing) waived the right to a personal or deficiency judgment.

Plaintiff asks that the Mortgage be foreclosed, that the property be sold at public auction in accordance with law, and that the sale be made subject to taxes and assessments, existing easements or restrictions, and any other senior encumbrances.

York, South Carolina
March 6, 2012 at 2:30 p.m.

NOTE

Loan Number

COPY

NOVEMBER 30
[Date]

2006

ROCK HILL

[City]

SOUTH CAROLINA
[State]1059 MILLHOUSE DRIVE, ROCK HILL, SOUTH CAROLINA 29730
[Property Address]

True & Certified Copy

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$225,710.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Decision One Mortgage Company, LLC. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.36%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on JANUARY 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on DECEMBER 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3023 HSBC Way, Fort Mill, South Carolina 29715 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,713.17.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

MULTISTATE FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3206 1/01
(page 1 of 2 pages)

EXHIBIT

A

After Recording Return To:

Decision One Mortgage Company, LLC
3023 HSBC Way
Fort Mill, South Carolina 29715

This instrument was prepared by

True & Certified Copy

[Space Above This Line For Recording Data]

Loan Number 2010061127380
MIN: 100077910007141498

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **NOVEMBER 30, 2006**, together with all Riders to this document.
- (B) "Borrower" is **JAMES L DENNIS and ENID DENNIS**. Borrower is the mortgagor under this Security Instrument.
- (C) "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 is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is Decision One Mortgage Company, LLC. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **NORTH CAROLINA**. Lender's address is **3023 HSBC WAY, FORT MILL, SOUTH CAROLINA 29715**.
- (E) "Note" means the promissory note signed by Borrower and dated **NOVEMBER 30, 2006**. The Note states that Borrower owes Lender **TWO HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED TEN AND 00/100ths Dollars (U.S.\$225,710.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **DECEMBER 1, 2036**.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
- | | | |
|--|--|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☒ Planned Unit Development Rider | ☐ Other(s) [specify] |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | |

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(I) "Applicable Law" means all ~~existing~~ applicable federal, state and local ~~rules~~ ~~regulations~~, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, ~~non~~ appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the _____ County of YORK:

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED SCHEDULE "A"

which currently has the address of 1059 MILLHOUSE DRIVE

[Street]

ROCK HILL, South Carolina 29730 ("Property Address"):
[City] [Zip Code]



True & Certified Copy

TO HAVE AND TO HOLD this party unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) 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 this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance



True & Certified Copy

premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included in the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses ~~Borrower~~ (or any entity that purchases the Note) for ~~its~~ losses it may incur if Borrower does not repay the Loan as agreed. ~~Borrower~~ is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

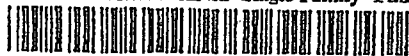
If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.



Borrower shall be in default if action or proceeding, whether civil or criminal, begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

True & Certified Copy



True & Certified Copy

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (whether an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

True & Certified Copy

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in a judicial estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the date of the mortgage property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Chris A. Hoak
Angie B. Newth
 _____ (Seal)
 -Borrower

James L. Dennis (Seal)
 -Borrower
Enid Dennis (Seal)
 -Borrower
 _____ (Seal)
 -Borrower

State of SOUTH CAROLINA
 County of York

The foregoing instrument was acknowledged before me this NOVEMBER 20, 2006 by JAMES L DENNIS and ENID DENNIS.
 (Seal)

Angie B. Newth
 Notary Public, for South Carolina
 My Commission Expires 12/28/15

STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

ASSIGNMENT OF MORTGAGE
IN MORTGAGE BOOK 8627 at Page 235

71

FOR VALUE RECEIVED, the undersigned, Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Decision One Mortgage Company, LLC. (Assignor), does hereby transfer, assign, set over and convey to HSBC Mortgage Services, Inc. (Assignee), 636 Grand Regency Blvd., Brandon, FL 33510, its successors and assigns, without recourse, representation or warranty, all beneficial interest under that certain mortgage executed by James L. Dennis and Enid Dennis to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Decision One Mortgage Company, LLC., which mortgage is recorded in the Office of the ROD for York County, South Carolina, in Mortgage Book 8627 at Page 235, together with all the notes and indebtedness secured by said mortgage; and the undersigned does hereby remise, release, quit claim and convey to the transferee herein all of the right, title and interest of the undersigned in and to the property described in and conveyed by said mortgage. The undersigned is now the owner of said debt and mortgage.

All other existing legal or equitable rights, interests and remedies in or with respect to the mortgage and/or the note and/or the proceeds thereof, including, but not limited to, escrow deposits, existing title insurance policies and hazard insurance policies, existing titles to mobile/manufactured homes, as well as causes of action and judgments related thereto.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described mortgage.

IN WITNESS WHEREOF, the undersigned Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Decision One Mortgage Company, LLC. on this 12 day of Oct, 2010, has hereunto set its hand and seal.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC. (MERS) AS NOMINEE FOR DECISION ONE
MORTGAGE COMPANY, LLC.

Signed, sealed and delivered
in the presence of:

BY: Maria Vadrey

ITS: VP

201000116293

Filed for Record in
YORK COUNTY, SC

DAVID HAMILTON, CLERK OF COURTS

10-25-2010 At 09:24 am.

ASSIGNMENT 6.00

OR Vol 11670 Page 65 - 65

(Witness 1)

(Witness 2)

STATE OF SC

COUNTY OF Hillsborough

I, Raquel Clark, a Notary Public, do hereby certify that MARIA VADREY
as VP (title) of Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for
Decision One Mortgage Company, LLC., personally appeared before me this day and acknowledged the due
execution of the foregoing instrument(s).

WITNESS MY HAND AND SEAL this 12 day of Oct, 2010.

Notary Public for
My Commission Expires: _____

Loan No. 0016303182
File No. 4018.13110

PLEASE RETURN TO:
Riley, Pope & Lancy, LLC
Post Office Box 11412
Columbia, SC 29211

BOOK 11670 PAGE 65

STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and Stonewood
Homeowners Association of York County, Inc.,

Defendant(s).

(File No. 4018.13110)

IN THE COURT OF COMMON PLEAS

C/A NO. 2010-CP-46-4807

COPY

**NOTICE OF DENIAL OF FORECLOSURE
INTERVENTION**

PLEASE TAKE NOTICE that the Plaintiff in this action has denied foreclosure intervention and intends to proceed with the referenced foreclosure action.

YOU WILL ALSO TAKE NOTICE that pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01, you have thirty (30) days from the date of mailing of this notice to file and serve a copy of your Answer or other response to the Summons and Complaint in this matter on the subscribers at their offices at 2838 Devine Street, Columbia, South Carolina 29205.

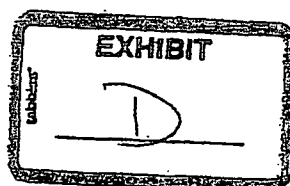
**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY
INFORMATION GAINED WILL BE USED FOR THAT PURPOSE.**

RILEY POPE & LANEY, LLC

T. Lowndes Pope, SC Bar 66507
Roy F. Laney, SC Bar 64279
Heidi B. Carey, SC Bar 7020
Nikole H. Boland, SC Bar 70491
Damon C. Wlodarczyk, SC Bar 70460
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

January 19, 2012

FILED-RECEIVED
2012 JAN 20 PM 1:56
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC



STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and Stonewood
Homeowners Association of York County, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-4307

CERTIFICATE OF MAILING

(File No. 4018.13110)

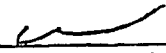
I, Ms. Michael A. Gross, Paralegal of the firm of Riley Pope & Laney, LLC, do hereby certify that I served the Notice of Denial of Foreclosure Intervention upon the defendant(s) herein by depositing a copy of same, this date, in the U.S. Mails, first class postage prepaid, and addressed as follows:

James L. Dennis
1059 Millhouse Drive
Rock Hill, SC, 29730
Pro Se

Enid Dennis
1059 Millhouse Drive
Rock Hill, SC, 29730
Pro Se

FILED-RECEIVED
2012 JAN 20 PM 1:56
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

Riley Pope & Laney, LLC


Ms. Michael A. Gross
Paralegal
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

Columbia, South Carolina
January 19, 2012

STATE OF SOUTH CAROLINA
COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-4307

ATTORNEY CERTIFICATION

(Administrative Order 2011-05-02-01)

(File No. 4018.13110)

The undersigned Plaintiff's attorney does hereby certify as follows:

1. The Mortgagors have been served with a notice of the Mortgagor's right to foreclosure intervention and have responded indicating interest in participating in loss mitigation.
2. The Plaintiff made a good faith effort to obtain the required documentation from the Mortgagors to participate in the foreclosure intervention process, but the Mortgagors failed to submit the requested documents. Therefore, the Plaintiff could not evaluate the Mortgagors' eligibility for foreclosure intervention.
3. Because the Mortgagors did not cooperate with the foreclosure intervention process, the Plaintiff could not determine the Mortgagors' qualifications for loan modification or other means of loss mitigation, in accordance with any standards, rules or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process.
4. The Notice of Denial of Foreclosure Intervention (the "Notice") was served on the Mortgagors by mailing the Notice to all known addresses of the Mortgagors, giving them 30 days from the date of mailing of the Notice to file and serve an answer or other response to the Summons and Complaint.

Riley Pope & Laney, LLC

Nikole H. Boland

T. Lowndes Pope, SC Bar 66507

Roy F. Laney, SC Bar 64279

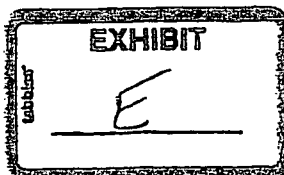
Heidi B. Carey, SC Bar 7020

Nikole H. Boland, SC Bar 70491

Damon C. Wlodarczyk, SC Bar 70460

Attorneys for Plaintiff

March 2, 2012



STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

(File No. 4018.13110)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-4307

CERTIFICATE OF MAILING

I hereby certify that I served the Attorney Certification upon the Defendant(s) herein by depositing a copy of same, this date, in the U.S. Mails, first class postage prepaid, and addressed as follows:

James L. Dennis
1059 Millhouse Drive
Rock Hill, SC, 29730
Pro Se

Enid Dennis
1059 Millhouse Drive
Rock Hill, SC, 29730
Pro Se

Riley Pope & Laney, LLC
Attorneys for Plaintiff

Bernard R. Sizemore
File and Copy Clerk

MAR 02 2012

Riley Pope & Laney, LLC



STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

(File No. 4018.13110)

IN THE COURT OF COMMON PLEAS

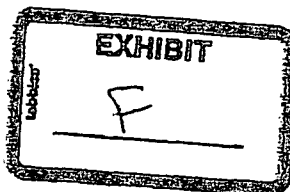
C/A NO.: 2010-CP-46-4307

AFFIDAVIT OF VERIFIED STATEMENT
OF ACCOUNTAFFIDAVIT OF AMOUNT DUE

Dana J. St.Clair-Hougham, being of lawful age and being first duly sworn on oath, states and deposes as follows:

1. I am a Vice President and Assistant Secretary of the Administrative Services Division of the Plaintiff. I am over the age of eighteen years, and I am authorized to make this Affidavit on behalf of the Plaintiff. If sworn as a witness I can competently testify to the matters stated herein. The statements set forth in this Affidavit are true and correct, to the best of my knowledge and belief.

2. In the regular performance of my job functions, I have access to and am familiar with business records maintained by the Plaintiff for the purpose of servicing mortgage loans. I have personal knowledge of the manner in which these business records are created. These records (which include data compilations, electronically imaged documents, and others) are: (a) made at or near the time of the occurrence of the matters set forth by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records; and (b) kept as a regular practice and in the ordinary course of business conducted by the Plaintiff. It is the regular practice of the Plaintiff to make such records. In connection with making this Affidavit, I reviewed and relied on those business records concerning the loan which is the subject of this proceeding ("Loan").



3. The Plaintiff, or counsel as its agent, is in possession of the original promissory note and/or loan agreement ("Note") for this Loan, bearing the date of November 30, 2006, in which the Defendant(s) James L. Dennis and Enid Dennis promised to pay the sum of \$225,710.00.

4. The Note is secured by a mortgage ("Mortgage") dated November 30, 2006, on certain real estate described therein together with all improvements thereon.

5. The Mortgage was duly recorded on December 4, 2006, at Book Number 8627 and Page Number 235, in the Office of the Recorder of York County, South Carolina. An assignment dated October 12, 2010 transferring the Mortgage from Mortgage Electronic Registrations Systems, Inc., as nominee for Decision One Mortgage Company, LLC, to Plaintiff was prepared and duly recorded on October 25, 2010, as Instrument Number 201000116288, in the Office of the Recorder of York County, South Carolina.

6. The payments have not been made according to the terms of the Note and the Mortgage. The Loan is currently due for the March 2010 payment and all payments thereafter.

7. As of March 9, 2012, there is due and owing on the Loan the sum of \$241,186.90, which amount due includes the following:

Principal Balance:	\$203,238.86
Interest through March 9, 2012 at the current rate of 8.3600%:	\$37,948.04
Property Inspections: 9 @ \$12.50 = \$112.50	
Broker Priced Opinions: 2 @ \$100.00 = \$ 200.00	\$ 4,331.50
Corporate Advances /expenses : \$4,019.00	
Total Amount Due or Owed:	\$245,518.40

The per diem interest due from March 10, 2012 is \$ 46.5501. These itemized amounts may not include all fees currently due and owing under the Note and Mortgage, including certain late fees, inspection charges, property preservation expenses, and attorney's fees since Plaintiff has decided to forgo

collecting any such fees omitted here, but that decision does not indicate that such fees were not properly due and owing at the time of any prior communications to the borrower(s) on the Note.

FURTHER AFFIANT SAYETH NOT.

By:

Dana J. St. Clair Houghan
Signature of Affiant

Dana J. St. Clair Houghan
Printed Name of Affiant

On behalf of HSBC Mortgage Services, Inc.

Its:

Vice President and Assistant Secretary, ASD
Affiant's Title

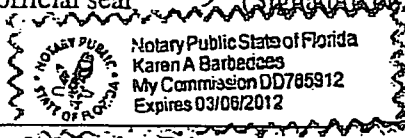
STATE OF Florida)
COUNTY OF Hillsborough) ss.

Sworn to (or affirmed) and subscribed before me this 1 day of March 2012, by
Dana J. St. Clair Houghan (Name of Affiant), personally known to me to be the person who executed this
Affidavit on behalf of the entity therein named.

WITNESS my hand and official seal

Karen A. Barbados
(Signature of Notary Public)

SEAL OR STAMP



(Print, type or stamp commission name of
Notary Public)

My Commission Expires:

3/6/12

STATE OF SOUTH CAROLINA
COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

(File No. 4018.13110)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-4307

AFFIDAVIT OF ATTORNEY FEES

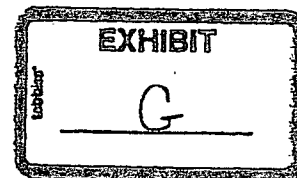
(Non-Jury)

Foreclosure of Real Estate Mortgage

PERSONALLY APPEARED BEFORE ME, the undersigned, who first being duly sworn, deposes and states that (s)he is one of the attorneys who represents the Plaintiff in the above entitled action.

Our firm was engaged by the Plaintiff to foreclose the mortgage as expeditiously as possible, and has since assumed responsibility for the institution of this action, reviewed the documents, including the note mortgage; and assumed responsibility for searching and updating the title on the subject property, identified all parties having or claiming any interest in the subject real estate, and the preparation and review of the following pleadings:

- (1) Lis Pendens
- (2) Summons and Complaint (and any amendments thereto)
- (3) Notice of Denial & Attorney Certification pursuant to Administrative Order 2011-05-02-01
- (4) Consents and Stipulations to order of Reference
- (5) Notice of Default
- (6) Order of Reference
- (7) Notice of Hearing
- (8) Transcript of Testimony
- (9) Proposed Master's Report and Judgment of Foreclosure and Sale
- (10) Notice of Sale
- (11) Other Miscellaneous Hearing Document(s)



Our firm also arranged for service of process upon each defendant; consulted and corresponded with the Plaintiff; conducted telephone conferences concerning the debt; conferred on and/or researched legal issues, including the decision regarding a deficiency judgment; reviewed the file in preparation for the hearing; scheduled and attended the hearing in this matter; and provided reinstatement and/or payoff figures if requested.

Future duties include forwarding copies of the Judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such

representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, if needed, and preparing the Foreclosure Deed and any other documents necessary in this particular action.

The contract rate between our firm and the Plaintiff and/or its servicer for a routine, uncontested, default foreclosure of a single family residential property is \$1,450.00. This sum does not include any approved non-routine fees nor any bankruptcy work that may have been required of this firm.

Additional fees of \$750.00 to prepare the Notice of Denial & Attorney Certification pursuant to Administrative Order 2011-05-02-01 have been approved by the Plaintiff and/or its servicer. This matter was a contested case. Additional fees were approved in the amount of \$2,375.00 to resolve these issues. The preparation and filing of an Assignment of Mortgage was also necessary in this case. Additional fees were approved in the amount of \$35.00 to prepare and file the Assignment of Mortgage. The total approved attorney fee by the Plaintiff was \$3,160.00. We respectfully request that this amount be approved by the Court as well. In addition, our firm reserves the right to re-visit the question of attorney fees should the action proceed in an unexpected way after the hearing.

The loan documents of the Plaintiff contain provisions for reasonable attorney's fees. In determining attorney's fees, the undersigned requests that the court consider the size of the debt, the enormous investment in time, the complexity of these actions, the prospect of a successful result for the Plaintiff, the qualifications of the attorney, the potential liabilities inherent in handling real estate matters and the attendant responsibilities connected with these cases. Our firm believes that a reasonable attorney's fee under the circumstances would be \$4,610.00. These requested fees are consistent with the factors to be considered as provided by the South Carolina courts and is also in line with the fee customarily charged by counsel with similar experience in this particular locality.

RILEY POPE & LANEY, LLC

Nikole H Boland

T. Lowndes Pope, SC Bar 66507

Roy F. Laney, SC Bar 64279

Heidi B. Carey, SC Bar 7020

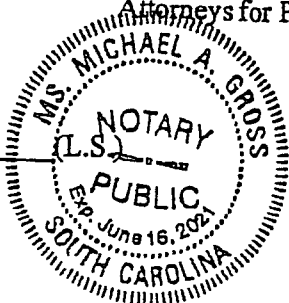
— Nikole H. Boland, SC Bar 70491

Damon C. Wlodarczyk, SC Bar 70460

Attorneys for Plaintiff

SWORN to before me this
5th day of March, 2012

[Signature]
Notary Public for South Carolina
My Commission Expires:



STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

vs.

James L. Dennis, Enid Dennis, and Stonewood
Homeowners Association of York County, Inc.,

Defendant(s).

(File No. 4018.13110)

Plaintiff,

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-4307

STATEMENT OF COSTS

(Non-Jury)

Foreclosure of Real Estate Mortgage

The following is a statement of the court costs incurred in this foreclosure action:

Filing Fee	\$150.00
Process Service	\$435.00
Abstractor Fee	\$299.00
Military Search	\$25.00
Bankruptcy Search	\$15.00
Delinquent Tax Search	\$25.00
Recording Fees	\$25.00
Mandatory Motion Fee	\$25.00
Reference Fee	\$125.00
Total	\$1,124.00

RILEY POPE & LANEY, LLC

Nikole H Boland

T. Lowndes Pope, SC Bar 66507

Roy F. Laney, SC Bar 64279

Heidi B. Carey, SC Bar 7020

— Nikole H. Boland, SC Bar 70491

Damon C. Wlodarczyk, SC Bar 70460

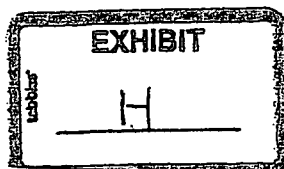
2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff



COPY

STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

(File No. 4018.13110)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-4307

**NOTICE OF HEARING &
CERTIFICATE OF MAILING**

(Non-Jury)

Foreclosure of Real Estate Mortgage

Please be advised, a hearing has been scheduled in the above captioned matter before the Honorable S. Jackson Kimball, Master in Equity for York County, 1 North Congress Street, York, South Carolina on March 6, 2012 at 2:30 p.m. You are invited to attend.

I hereby certify that I have deposited on this date in the US Mail, with proper first class postage attached, a copy of this hearing notice, to each of the defendants above at the following addresses:

James L. Dennis
1059 Millhouse Drive
Rock Hill, SC 29730

Pro Se

Enid Dennis
1059 Millhouse Drive
Rock Hill, SC 29730

Pro Se

Stonewood Homeowners Association of York County, Inc.
c/o its Registered Agent
Thomas A. Givens
303 Saluda Street
Rock Hill, SC 29730

~~REMAH A. Sizemore~~
File and Copy Clerk

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

FEB 21 2012

Riley Pope & Laney, LLC

STATE OF SOUTH CAROLINA

FILED-RECEIVED

IN THE COURT OF COMMON PLEAS

COUNTY OF YORK

2012 JUN 11 AM 8:30

Case NO.: 2010-CP-46-4307

HSBC Mortgage Services, Inc.,

DAVID HAMILTON

C.C.P. & CS

YORK COUNTY, SC

vs.

ORDER DISMISSING MOTION TO VACATE
ORDER OF JUDGMENT OF FORECLOSURE
AND SALEJames L. Dennis, Enid Dennis, and Stonewood
Homeowners Association of York County, Inc.,

Defendants.

This matter came before me on May 17, 2012, for a hearing on the motion of Defendants James and Enid ("Defendants") for an Order vacating the judgment of foreclosure and sale in this matter. Plaintiff was represented by Nikole H. Boland, and Defendants appeared *pro se*.

STATEMENT OF THE CASE

This mortgage foreclosure action was commenced with the filing and serving of the Summons and Complaint. Defendants filed and timely served an Answer and Counterclaims. A foreclosure hearing was held in this matter on March 6, 2012, at which time a judgment of foreclosure was entered and a sale was scheduled. After due and proper notice, the property was sold on May 7, 2012.

Defendants argue they are entitled to have the judgment vacated based on a "Legal Forensic Audit" prepared subsequent to the foreclosure hearing, and submitted to the Court. They assert that this is new evidence that was not present prior to the March 6, 2012, hearing. They also filed an appeal on March 7, 2012, with the South Carolina Court of Appeals.

Counsel for Plaintiff pointed out that the Defendants filed a Chapter 7 bankruptcy on May 14, 2010, and that the petition in the bankruptcy proceeding provided that they intended to retain the collateral and continue to make regular payments. However, by Order entered on August 18, 2010, the debtors were granted a discharge of the debt by virtue of the bankruptcy, and the debt is now extinguished.

DISCUSSION

I find and conclude that by filing the Chapter 7 bankruptcy petition, the Defendants submitted their rights to the United States Bankruptcy Court. While the Dennises dispute the outcome of that matter, this Court finds there is no legitimate dispute over the validity of the debt. By Order of the Bankruptcy Court the Defendants were granted a discharge of the mortgage debt as part of the bankruptcy proceeding. The Defendants are not permitted to discharge their debt through a Chapter 7 bankruptcy proceeding and also retain the property without making their mortgage payments. By submitting their interest in the property to the Bankruptcy Court, and obtaining a discharge of the debt, they, in effect, forfeited their equity in the property, and lack any standing to contest the foreclosure.

I further find and conclude that the Defendants are precluded from raising these objections at this

For Clerk of Court Office Use Only

This judgment was entered on June 11, 2012, and a copy mailed first class or placed in the appropriate attorney's box on June 11, 2012, to attorneys of record or to parties (when appearing pro se) as follows:

Heath M Stewart III Riley Pope & Laney L L C P O Box 11412 Columbia,
SC 29211

James L. Dennis and Enid Dennis 1059 Millhouse Drive Rock Hill, SC
29730

TORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

David Hamilton

David Hamilton - Clerk of Court

irt Reporter

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2010CP4604307

HSBC Mortgage Services Inc

James L Dennis
Stonewood Homeowners
Association of York County Inc

Enid Dennis

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IS ORDERED AND ADJUDGED:

☒ See attached order; (formal order to follow)

☐ Statement of Judgment by the Court:

Order Dismissing Motion to Vacate Order of Judgment of Foreclosure and Sale

ORDER INFORMATION

is order ☐ ends ☐ does not end the case.

Additional Information for the Clerk:

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

s/s. Jackson Kimball

Circuit Court Judge

3063

Judge Code

6/11/2012

Date

CPFORM4M

SCCA SCRPC Form 4C (Revised 10/2011)

NOTICE OF SALE
2010-CP-46-4307

BY VIRTUE of a decree heretofore granted in the case of: HSBC Mortgage Services, Inc. against James L. Dennis, Enid Dennis, and Stonewood Homeowners Association of York County, Inc., I, the undersigned Master in Equity for York County, will sell on April 2, 2012, at 11:00 a.m. at 1 North Congress Street in York, South Carolina, to the highest bidder, the following described property, to-wit:

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill, County of York, State of South Carolina, and being shown and designated as Lot 97 on Final Plat for Springsteen Plantation (Lots 53-73, 97-102, 110-114, 135-156, and 162-165), prepared by Fisher-Sherer, Inc. dated November 25, 2005, revised January 6, 2006 and recorded March 10, 2006, in the Office of the Clerk of Court for York County in Plat Book D-81 at Page 4. The within described Lot 97 is also known as Lot 97 of Stonewood Development by Ryland.

Also being shown as Lot 97, Springsteen Plantation, on a Plat of Property of James Dennis, prepared by Moon Surveying, dated October 25, 2006, and recorded in the Office of the Clerk of Court for York County in Plat Book 143, at Page 589.

This being the identical property conveyed to James L. Dennis and Enid Dennis by Deed of The Ryland Group, Inc., dated November 30, 2006 and recorded December 4, 2006 in Deed Book 8627, at Page 232 in the Office of the Clerk of Court for York County, South Carolina.

TMS No. 669-06-01-082

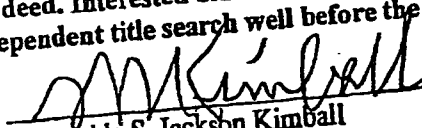
Property Address: 1059 Millhouse Drive, Rock Hill, SC 29730

TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Master in Equity, at conclusion of the bidding, five per cent (5%) of said bid, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of noncompliance. Should the successful bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the Master in Equity may resell the property on the same terms and conditions (at the risk of the said defaulting bidder). Should the Plaintiff, or one of its representatives, fail to be present at the time of sale, the property is automatically withdrawn from said sale and sold at the next available sales day upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or any Supplemental Order. The successful bidder will be required to pay for documentary stamps on the Deed and interest on the amount of the bid from the date of sale to the date of compliance with the bid at the rate of 8.3600%.

THIS SALE IS SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search well before the foreclosure sale date.


Honorable S. Jackson Kimball
Master in Equity York County

DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

FILED-RECEIVED
MAR -9 PM 9:01
AM

York, South Carolina
March 6, 2012

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

(File No. 4018.13110)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-4307

**AUTHORIZATION TO WITHDRAW
PROPERTY FROM SALE**

We, the undersigned parties, as attorney(s) for the Plaintiff, hereby authorize and request the Master in Equity for York County to withdraw from judicial sale of April 2, 2012 the property which is the subject of this action and is described as:

TMS No. 669-06-01-082

Property Address: 1059 Millhouse Drive, Rock Hill, SC 29730

We further represent that we have the right to withdraw this property from such sale and that there are no objections to such withdrawal from any person, firm, corporation, etc. having a right to object.

RILEY POPE & LANEY, LLC


T. Loyndes Pope, SC Bar 66507
Roy F. Laney, SC Bar 64279
Heidi B. Carey, SC Bar 7020
Nikole H. Boland, SC Bar 70491
Damon C. Wlodarczyk, SC Bar 70460
— Jayme L. Shy, SC Bar 81551
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

March 15, 2012
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

(File No. 4018.13110)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-4307

CERTIFICATE OF MAILING

I do hereby certify that I served the Authorization to Withdraw Property from Sale upon the defendant(s) herein by depositing a copy of same, this date, in the U.S. Mails, first class postage prepaid, and addressed as follows:

James L. Dennis
1059 Millhouse Drive
Rock Hill, SC, 29730

Enid Dennis
1059 Millhouse Drive
Rock Hill, SC, 29730

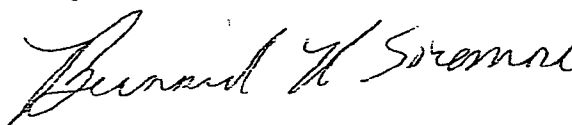
Stonewood Homeowners Association of York County, Inc.
c/o its Registered Agent
Thomas A. Givens
303 Saluda Street
Rock Hill, SC, 29730

Riley Pope & Laney, LLC
Attorneys for Plaintiff

Bernard R. Sizemore
File and Copy Clerk

MAR 19 2012

Riley Pope & Laney, LLC



AMENDED NOTICE OF SALE

2010-CP-46-4307

BY VIRTUE of a decree heretofore granted in the case of: HSBC Mortgage Services, Inc. against James L. Dennis, Enid Dennis, and Stonewood Homeowners Association of York County, Inc., I, the undersigned Master in Equity for York County, will sell on May 7, 2012, at 11:00 a.m. at 1 North Congress Street in York, South Carolina, to the highest bidder, the following described property, to-wit:

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill, County of York, State of South Carolina, and being shown and designated as Lot 97 on Final Plat for Springsteen Plantation (Lots 53-73, 97-102, 110-114, 135-156, and 162-165), prepared by Fisher-Sherer, Inc. dated November 25, 2005, revised January 6, 2006 and recorded March 10, 2006, in the Office of the Clerk of Court for York County in Plat Book D-81 at Page 4. The within described Lot 97 is also known as Lot 97 of Stonewood Development by Ryland.

Also being shown as Lot 97, Springsteen Plantation, on a Plat of Property of James Dennis, prepared by Moon Surveying, dated October 25, 2006, and recorded in the Office of the Clerk of Court for York County in Plat Book 143, at Page 589.

This being the identical property conveyed to James L. Dennis and Enid Dennis by Deed of The Ryland Group, Inc., dated November 30, 2006 and recorded December 4, 2006 in Deed Book 8627, at Page 232 in the Office of the Clerk of Court for York County, South Carolina.

TMS No. 669-06-01-082

Property Address: 1059 Millhouse Drive, Rock Hill, SC 29730

TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Master in Equity, at conclusion of the bidding, five per cent (5%) of said bid, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of noncompliance. Should the successful bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the Master in Equity may resell the property on the same terms and conditions (at the risk of the said defaulting bidder). Should the Plaintiff, or one of its representatives, fail to be present at the time of sale, the property is automatically withdrawn from said sale and sold at the next available sales day upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or any Supplemental Order. The successful bidder will be required to pay for documentary stamps on the Deed and interest on the amount of the bid from the date of sale to the date of compliance with the bid at the rate of 8.3600%.

THIS SALE IS SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search well before the foreclosure sale date.

S. Jackson Kimball
Honorable S. Jackson Kimball
Master in Equity York County

York, South Carolina
March 27, 2012

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

FILED-RECEIVED
2012 MAR 27 PM 1:59
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

Plaintiff established the total debt amount secured by the Note and Mortgage is \$247,233.40. Plaintiff established that the Note is in default for failure to make the March 1, 2010 payment and all subsequent payments.

Plaintiff is seeking the usual foreclosure of the purchase money first mortgage and has in the Complaint (or subsequently thereto in writing) waived the right to a personal or deficiency judgment.

Plaintiff asks that the Mortgage be foreclosed, that the property be sold at public auction in accordance with law, and that the sale be made subject to taxes and assessments, existing easements or restrictions, and any other senior encumbrances.

York, South Carolina
March 6, 2012 at 2:30 p.m.

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

RILEY, POPE, & LANEY, LLC
Third Party Debt Collector, et al.,
Acting as Agent for
HSBC MORTGAGE SERVICES, INC.
Servicer for

Case No.: 2010-CP-46-4307

Plaintiff(s),

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE UNDER THE TRUST
AGREEMENT FOR THE STRUCTURED
ASSET INVESTMENT LOAN TRUST,
HSI ASSET LOAN OBLIGATION TRUST 2007-1 CIK#0001400122

Petitioner(s),

FILED-RECEIVED
2012 APR 30 PM 12:09
DAVID HAMILTON
C.C.P. & S.S.
YORK COUNTY, SC

vs.

james l dennis/enid dennis

Defendant(s)

**VERIFIED MOTION FOR AN EX PARTE TEMPORARY RESTRAINING ORDER
AND A PERMANENT INJUNCTION UNDER TITLE 18 SECTION 1345 (1)(b), (2)(a),
(3)(b), and TITLE 18 SECTION 1348(2)**

NOW COMES THE DEFENDANTS *in error propria persona sui juris* to determine the true and lawful rights for both the Defendants and the Plaintiffs. Defendants respectfully moves the Court for a Temporary Restraining Order and a Permanent Injunction enjoining the Plaintiffs from "**Foreclosure Sale**" from his real property until the Verified Complaint can be adjudicated on its merits. AS GROUNDS FOR THIS MOTION, Defendants states and shows the Court the following:

- A. As shown in this verified motion; this action involves a disputed claim over a Promissory note that gave rise to a lien attached to real property located at 1059 Millhouse Drive, Rock Hill, South Carolina [29730-9998].
- B. Plaintiff(s) are seeking to seize the Defendant's real property thru Foreclosure Sale; However, per attached (**exhibit A**) Securitization Audit this note has been securitized therefore, Plaintiff is not the holder in due course of the original unaltered promissory note;

See page 7: The originator Decision One Mortgage Company, LLC have sold the mortgage loan to the Sponsor, HSBC Bank USA, National Association., which further sold the mortgage loan to the depositor Hsi Asset Securitization Corporation, Hsi Asset

Securitization Corporation... sold the mortgage loans to the issuing Entity HSI Asset Loan Obligation Trust 2007-1 CIK#0001400122, the issuing entity then sold the loan to the Trustee, Deutsche Bank National Trust Company, for the benefit of the Certificate holders. A complete chain of endorsements must exist, each being sufficient to transfer all rights, title, and interest of the party endorsing the Note. The monies involved are also laid bare: The loan originator was paid upon selling the paper to an investment bank; the investment bank got paid upon pooling the loan with thousands of other loans and selling the shares to investors; and the servicer has been paid upon taking investors' payments and now processing a foreclosure.

Therefore, the Plaintiff HSBC MORTGAGE SERVICES, INC. AS SERVICER UNDER THE TRUST AGREEMENT FOR THE HSI ASSET LOAN OBLIGATION TRUST 2007-1 CIK#:0001400122, lack standing to bring forth a claim on real property 1059 Millhouse Drive, Rock Hill, South Carolina [29730-9998].

- C. According to the ***Statement of Financial Accounting Standards No. 140 (FAS140), Accounting for Transfer and Servicing of Financial Assets*** 9.
- (a) A transfer of financial assets (or all or a portion of a financial asset) in which the transferor surrenders control over those financial assets shall be accounted for as a sale to the extent that consideration other than **benefit interests** in the transferred assets is received in exchange.
- a. The transferred assets have been isolated from the transferor—put presumptively beyond the reach of the transferor and creditors, even in bankruptcy or other receivership (paragraphs 27 and 28).
 - b. Each transferee (or, if the transferee is a qualifying SPE (paragraph 35), each holder of its beneficial interests) has the right to pledge or exchange the assets (or beneficial interests) it received, and no condition both constrains the transferee (or holder) from taking advantage of its right to pledge or exchange and provides more than a trivial benefit to the transferor (paragraphs 29-34)
 - c. The transferor does not maintain effective control over the transferred assets through either (1) an agreement that both entitles and obligates the transferor to repurchase or redeem them before their maturity (paragraph 47-49) the ability to unilaterally cause the holder to return specific assets, other than through a **cleanup call** (paragraphs 50-54)

If a Temporary Restraining Order and a permanent injunction are not granted to Defendants, then there will be **"Fraud on the Court"**

"Whenever any officer of the court commits fraud during a proceeding in the court, he/she is engaged in "fraud upon the court". In **Bulloch v. United States, 763 F.2d 1115, 1121 (10th Cir. 1985)**, the court stated "Fraud upon the court is fraud which is directed to the judicial machinery itself and is not fraud between the parties or fraudulent documents, false statements or perjury. ... It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function — thus where the impartial functions of the court have been directly corrupted."

"Fraud upon the court" has been defined by the 7th Circuit Court of Appeals to "embrace that species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery can not perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." **Kenner v. C.I.R., 387 F.3d 689 (1968); 7 Moore's Federal Practice, 2d ed., p. 512, ¶ 60.23**. The 7th Circuit further stated "a decision produced by fraud upon the court is not in essence a decision at all, and never becomes final."

4. Defendants are likely to prevail in this action because the Plaintiffs or the agent they represent never produced competent evidence that they had a valid lawful claim against the Defendants, that Plaintiffs or the agent they represent never produced a competent fact witness with personal knowledge of the facts surrounding this matter, that the Defendant's rights under the Fair Debt Collection Practices Act were ignored when Plaintiffs or the agent it represents failed to provide written verification of the purported debt to Defendant, that the Defendant was denied his basic and fundamental civil rights by Plaintiffs, that the Plaintiffs at all times has "unclean hands". The Plaintiff's agent has violated numerous laws including but not limited to **11 USC 727, 18 USC. § 474, 18 USC 655-656, 15 USC 78c (a)(10), 18 USC 1341, 1343, 1961, 1962, 1964, 42 USC 1983, 1985, 1986, and 18 USCA 241, The National Currency Act 1864 (13 Stat. 99) Sections 27, 28, 37, 53, and 55**. Courts have correctly ruled that, "the Defendants argue, correctly, that allegations of irreparable harm are unnecessary in a claim based upon a statutory cause of action. An ascertainable loss is a deprivation, detriment or injury that is capable of being discovered, observed or established." The Defendants must allege, "that they suffered an ascertainable loss of money or property as the result of the [Plaintiffs'] actions." Defendants alleges, and can prove, a claim based upon a statutory cause of action, as the Plaintiffs did not cease collection action against them AS REQUIRED BY 11 USC 727 BANKRUPTCY CODE barring collection of a debt discharged in bankruptcy, 15 U.S.C.A. 1692g(b) PRIOR to sending validation and written verification of the alleged debt to Defendants, based on the restated violations of law [18 USC. § 474, 18 USC 655-656, 15 USC 78c (a)(10), 18 USC 1341, 1343, 1961, 1962, 1964, 42 USC 1983, 1985, 1986, and 18 USCA 241, The National Currency Act 1864 (13 Stat. 99) Sections 27, 28, 37, 53, and 55]. The second Circuit Court of Appeals in **Malkentzos on Behalf of MM v. DeBuono, 102 F.3d 50, C.A.2 (N.Y.1996)**, "Entry of a preliminary injunction is appropriate where the party seeking the injunction establishes: (a) the injunction is necessary to prevent irreparable harm, and (b) either (i) likelihood of success on the merits, or (ii) sufficiently serious questions going to the

merits of the claim as to make it fair ground for litigation, and that a balance of the hardships tips decidedly in favor of the movant. See, e.g., **Able v. United States** , 44 F.3d 128, 130 (2d Cir.1995) ; **Polymer Technology Corp. v. Mimran**, 37 F.3d 74, 77_78 (2d Cir.1994); **Jackson Dairy, Inc. v. H.P. Hood & Sons**, 596 F.2d 70, 72 (2d Cir. 1979)."

6. Defendants are demanding the Court to act according in respect to providing remedies at law for protection from the Plaintiffs, records show, Plaintiff have conspired to deprive the Defendants of their most fundamental rights.

7. Denial of the preliminary injunction will cause Defendants to bear irreparable harm. Plaintiffs, harm to Defendant should they prevail, would be possession.

8. The cost to the court on error later corrected to the favor of Plaintiffs, as representatives of a multi-billion dollar, Multi-national Corporation is not as great as the cost to the Court for error later corrected to Defendant's favor.

9. Granting the Temporary Restraining Order and the permanent injunction pending litigation of a quiet title action conserves the property no matter who prevails. Denial of the preliminary injunction pending the outcome of litigation directly affects the property and right of the property owners in way that cannot easily be undone, when the final merits of the case are heard.

10. Defendants hereby certify that Plaintiffs has been given notice of this Motion.

11. The Court received this Verified Motion as an Affidavit. WHEREFORE, Defendant requests that the Court conduct an Immediate hearing and enter a Temporary Restraining Order and grant a Permanent Injunction: (a) Restraining and enjoining Plaintiffs, their agents, employees and attorneys, all assigns, heirs and successors, and those persons having active participation with them who receive actual notice or by constructive notice of this Order, from "**Foreclosure Sale**" the property at 1059 Millhouse Drive, Rock Hill, South Carolina [29730-9998] or taking any action which will put the Defendant's ownership of the property at 1059 Millhouse Drive, Rock Hill, South Carolina [29730-9998] in jeopardy, until further Order of this Court.

MOVED this 20th day of April, 2012.

Submitted by: James I. Dennis
james I dennis(ex rel)

by: Enid Dennis
enid dennis(ex rel)

STATE OF SOUTH CAROLINA
COUNTY OF YORK
THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2010CP4604307

HSBC Mortgage Services
nc

James L Dennis

Enid Dennis

Stonewood Homeowners
Association of York
County Inc

PLAINTIFF(S)

DEFENDANT(S)

submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☒ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit);
☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRCP; ☐ Bankruptcy; ☐ Other: _____
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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2012 MAY -7 PM 4:23
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

☒ IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court:

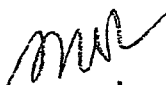
This matter comes before me on May 1, 2012, upon the verified motion of Defendants James and Enid Dennis, *ex parte*, for a temporary restraining order ("TRO"), restraining the foreclosure sale of the property that is the subject of this action. Based on the substantial record in this case, including the verified motion, I find and conclude that the moving Defendants cannot demonstrate a likelihood of success on the merits of the motion at this stage of this case. Therefore, the TRO is denied. This ruling is without prejudice to the right of the Dennis Defendants to set a hearing on the permanent injunctive relief sought, after proper notice to all parties.

AND IT IS SO ORDERED.

ORDER INFORMATION

is order ☐ ends ☐ does not end the case.

Additional Information for the Clerk:


#

INFORMATION FOR THE PUBLIC INDEX

95

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

M. Kimball 3063 5/1/2012
Master In Equity Judge Code Date

For Clerk of Court Office Use Only

5-7-12 This judgment was entered on 5-7-12 and a copy mailed first class or placed in the appropriate attorney's box on 5-7-12 to attorneys of record or to parties (when appearing pro se) as follows:

Heath M Stewart III Riley Pope & Laney L L C P O Box
11412 Columbia, SC 29211

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

David Hamilton

David Hamilton - Clerk of Court

Reported by N/A



Telephone: (540) 341-1481
www.legalforensicauditors.com

Closed Loan Forensic Loan Securitization Legal Chain of Title and Analysis Report[®]

Prepared
For:

JAMES L. DENNIS
ENID DENNIS
1059 MILLHOUSE DRIVE
ROCKHILLS, SOUTH CAROLINA 29730

Purchase

\$225,710.00

First Mortgage
30 YEAR FIXED
04/23/2012



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SECURITIZATION ANALYSIS

Loan No. 2010061127380 Ownership Research

MERS Servicer ID: 100077910007141498

HSBC Servicer ID: 0016303182

Parcel ID: 6690601082

1059 Millhouse Drive

Rockhills, South Carolina 29730

James L. Dennis and Enid Dennis

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TRANSACTION PARTICIPANTS

Issuing Entity

HSI Asset Loan Obligation Trust 2007-1 CIK#: 0001400122

Title of Securities

Hsi Asset Loan Obligation Trust 2007-1, Mortgage Pass-Through Certificates, Series 2007-1

Originator

Decision One Mortgage Company, LLC

Sponsor and Seller

Hsbc Bank Usa, National Association

Depositor

Hsi Asset Securitization Corporation

Servicer

Hsbc Mortgage Services Brandon, FL Phone: (813) 571-8493

Trustee

Deutsche Bank National Trust Company

Cut-Off Date

May 1, 2007

Closing Date

On Or About May 31, 2007

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NOTES AND COMMENTS

NOTE: *The Borrowers' loan was funded in York County in the State of South Carolina. In South Carolina, lenders may foreclose on mortgages in default using a judicial foreclosure process. The mortgage is the instrument securing the mortgage loan.*

*In the **Securitization Analysis** section of our report the paperwork searched and referenced uses the words "note", "mortgage", and "mortgage note" to refer to the instrument securing the mortgage loan. Since the Borrowers' loan was funded in York County, South Carolina the mortgage is used as the instrument securing the mortgage loan. The only concern for the transaction parties is that the instrument securing the mortgage loan be properly endorsed and transferred.*

*When we refer to the securing instrument in the **Chain of Title Analysis** section of our report, we will clearly state whether the mortgage or the deed of trust was searched and referenced.*

The above referenced loan has been traced as an asset belonging to a number of financial institutions. In a securitized mortgage loan purchase, there is no proof of ownership without the original note indicating that a clear chain of assignments took place and lien positions were properly perfected.

In a non-securitized loan, also called a traditional portfolio mortgage, the original mortgage is held as an investment by the lender and serviced throughout its life either by the same lender or a loan servicer who performs day to day loan administration for the original lender. This loan, however, is a securitized loan.

Securitization is the process of taking illiquid assets, in this case individual mortgages, and placing them into a "mortgage pool." It involves a series of independent "true sales" and financial engineering by a number of different parties in order to transform the pooled mortgages into a security owned by investors and represented by a Trustee.

The "true sales" are at the heart of securitization to ensure that the investors have the unequivocal legal right of ownership to the mortgage assets and receivables in the trust. The financial engineering begins with the mortgages in the pool being grouped into classes based upon the types of mortgages and the borrowers' credit. The borrowers' credit is then enhanced and rated by credit ratings agencies such as S&P and Moody's in a process called credit enhancement. These credit enhanced mortgages are repackaged and then sold to the investors. The investors then purchase insurance in the event that the mortgage defaults. Investors evidence their ownership in the mortgages through certificates (notes), or debt agreements (bonds), or rights to ownership (derivatives). Through the true sales process, the investors' ownership is protected from potential bankruptcy or claims made against the originating lender or interim owners of the mortgage(s).

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A complete chain of endorsements must exist, each being sufficient to transfer all rights, title, and interest of the party endorsing the Note. The monies involved are also laid bare: The loan originator was paid upon selling the paper to an investment bank; the investment bank got paid upon pooling the loan with thousands of other loans and selling the shares to investors; and, the servicer has been paid upon taking investors' payments and now processing a foreclosure.

The Note ought to reflect a minimum of three (3) endorsements since **Decision One Mortgage Company, LLC** did not sell the loan directly to the trustee, **Deutsche Bank National Trust Company**. It does not, and a note with no endorsements or just one endorsement in blank as is this case fails to meet the minimum requirements of the Pooling and Servicing Agreement.

According to the Note in the file, there is an undated rubber stamp endorsement signed by **Alfred Mapp** as Assistant Secretary for the Originator, **Decision One Mortgage Company, LLC**, to: "Pay to the Order of _____ Without Recourse (see section, Exhibits: Property Search Results).

However, the subsequent endorsements from the Sponsor and Seller, **Hsbc Bank Usa, National Association**, to the Depositor, **Hsi Asset Securitization Corporation**, and then from the Depositor to the Trustee, **Deutsche Bank National Trust Company**, were not found.

This is a classic case of a blank assignment, making this a bearer note. In the Massachusetts Supreme Court ruling in re: U.S. Bank v. Ibanez, the court ruled specifically on this case in which blank assignments are unacceptable proof of chain of title. Please refer to the Trustee/Substitute Trustee Pending Issues section on page (16) for further information. When the endorsement was actually signed and the status of employment of the endorsee, **Alfred Mapp**, should be requested as the appearance of the endorsement and placement on the Note is suspect. The endorsement shows the Lenders intent to sell Borrowers' loan obligation.

We find no evidence of *"the original Mortgage Note bearing all intervening endorsements necessary to show a complete chain of endorsements from the original payee, endorsed in blank, "Pay to the order of _____, without recourse", and, if previously endorsed, signed in the name of the last endorsee by a duly qualified officer of the last endorsee,"*. The Mortgage does not include all intervening endorsements showing a complete chain of the title from the Originator, **Decision One Mortgage Company, LLC**, to the Trustee, **Deutsche Bank National Trust Company**, as described in the Pooling and Servicing Agreement (see section, Exhibits: Pooling and Servicing Agreement).

The steps in this process are graphically noted in the flow chart in the previous section Summary of Transaction Parties.

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INSURANCES AND CROSS-COLLATERALIZATION

The Prospectus Supplement outlines several means of assuring prospective purchasers of the certificates that the risk of purchasing these certificates is mitigated through the specific provisions of each of these 'insurances'. Notably, they are categorized as "insurance" by **Hsbc Bank Usa, National Association** the sponsor of the Prospectus. These types of insurance are used for the purpose of maintaining timely payments or providing additional protection against losses on the assets, for paying administrative expenses, or establishing a minimum reinvestment rate on the payments made.

Cross-Collateralization is one such insurance. Cross-Collateralization occurs when payments made on the mortgage loans in the loan group are used to make distributions on the classes of senior certificates that are unrelated to that original group.

The Prospectus Supplement also notates the use of *Primary Mortgage Insurance Policies*. Primary Mortgage Insurance policies reimburse certain losses sustained by reason of defaults in payments by borrowers. A *Liquidated Mortgage Loan* is a defaulted mortgage loan about which the master servicer has determined that all recoverable liquidation and insurance proceeds have been received.

Thus, had Borrowers defaulted on the mortgage loan, one or more of these "insurances" would have been used to satisfy all debts to the certificate holders. No debt would be owed to the certificate holders causing them to initiate a lawsuit against Borrowers.

If any legal action commenced, it would be initiated by the insurers seeking payment from Borrowers; an action that would not involve foreclosure. A foreclosure action occurs for the purpose of securing the property to satisfy the note, and not any other monies owed.

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MORTGAGE ORIGATION COMPLIANCE

Although this report deals primarily with what happens to a mortgage loan after it is originated and funded, issues with how the mortgage was originated are related to the servicing and subsequent transfers of the mortgage note.

Rarely is the Borrower made aware of how their mortgage is being funded and sold. A complete chain of endorsements must exist, each being sufficient to transfer all rights, title, and interest of the party endorsing the Note. The monies involved are also laid bare: The loan originator was paid upon selling the paper to an investment bank; the investment bank got paid upon pooling the loan with thousands of other loans and selling the shares to investors; and, the servicer has been paid upon taking investors' payments and now processing a foreclosure.

It is this chain of endorsements that fueled the origination of the mortgage note and many rules and regulations were put in place to protect borrowers from abuse. An **LFA MORTGAGE COMPLIANCE ANALYSIS REPORT** is useful in verifying that the origination of the mortgage loan was carried out correctly. Any abuse or violations found in the origination process of the note can be a powerful tool in any negotiation or litigation. Some of the Federal and State Laws and Regulations compliance checked for in the origination process of a mortgage note are as follows:

- ✓ Home Ownership & Equity Protection Act (HOEPA)
- ✓ Truth-in-Lending Act (TILA)
- ✓ Real Estate Settlement Procedures Act (RESPA)
- ✓ Equal Credit Opportunity Act (ECOA)
- ✓ Gramm, Leach, Bliley Act (GLB)
- ✓ Fair & Accurate Credit Transactions Act (FACTA)
- ✓ Underwriting Issues

The Borrowers may have been victims of unlawful origination practices. The subsequent process of securitization underlined in this report, show that various parties may have been the beneficiaries of such practices. The Borrowers' Note reflects a payment rate of **8.3650%** for a **30 YEAR FIXED** Note. Borrowers' loan carried a two (2) year Pre-Payment Penalty and any **yield spread premium (YSP)** or **servicing release premium (SRP)** paid to the originator, **Decision One Mortgage Company, Llc**, for originating the loan for the trust was not disclosed to the Borrowers. Cumulatively, these indicators could point to a significant likelihood that Borrower's loan was a predatory loan. There has been no documentation provided to indicate that **Deutsche Bank National Trust Company** has made any proactive steps whatsoever to modify Borrowers' loan. **FURTHER RESEARCH INTO BORROWERS' MORTGAGE ORIGATION PROCESS IS REQUIRED.**

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CHAIN OF TITLE ANALYSIS

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NOTES AND COMMENTS

NOTE: The Borrowers' loan was funded in York County in the State of South Carolina. In South Carolina, lenders may foreclose on **mortgages** in default using a judicial foreclosure process. The mortgage is the instrument securing the mortgage loan.

The **Mortgage** evaluated in this section was found filed in the York County, South Carolina Land Records (see section, Exhibits: Property Search Results). This is the County of Record for this property. However, like most securities investments, the SEC requires that asset-backed and mortgage-backed security investment products be registered, unless sold as private placements. Ideally, a record of each element of a given asset pool, in this case, the underlying loans would be found in the paperwork filed with the SEC.

Our search of SEC filed documentation for **HSI Asset Loan Obligation Trust 2007-1** CIK#: 0001400122 in the Edgar Database, reveals no filing of the note with the appropriate endorsements (see section, Exhibits: SEC Filed Documentation Obtained and Examined). However, once the original Note is produced, it and the mortgage loan must comport, in proper conveyance, to the requirements of the Pooling and Servicing Agreement (see section, Exhibits: Pooling and Servicing Agreement).

The Pooling and Servicing Agreement dated **May 1, 2007** requires that all prior and intervening endorsements show a complete chain of endorsement from the originator to the Person so endorsing to the Trustee. We found no recordation of the appropriate endorsements at the county level. The **Mortgage** and paperwork filed in the York County, South Carolina Land Records Search, is not compliant with the requirement in the Pooling and Servicing Agreement. An endorsement in blank does not satisfy those requirements. In addition, the title to any promissory note or debt secured by a mortgage is conclusively presumed to be vested in the person holding the record title to the mortgage. The Notice of Intent to Foreclose, and the Affidavit Certifying Ownership of Debt Instrument issued by any Lenders cannot promulgate the secured party as **Deutsche Bank National Trust Company**, as Trustee for **HSI Asset Loan Obligation Trust 2007-1** CIK#: 0001400122 without the proper endorsements.

Due to the history of Borrowers' loan, we believe that nothing short of producing the original note with the proper endorsements will suffice to accurately clarify ownership of note and proper legal standing. The MERS Milestone Report should also be requested to help clarify the Borrowers' loan history.

Since the Borrowers' loan has been sold into a securitized trust, it is consistent with the Pooling and Servicing Agreement that one of the many forms of insurances (see previous section, Insurances and Cross-Collateralization) or credit enhancements would have been used to satisfy the loan. The Prospectus states that a Pool Insurance company has issued a mortgage pool insurance policy for **Hsi Asset Loan Obligation Trust 2007-1, Mortgage Pass-Through Certificates, Series 2007-1** to cover losses on the mortgage loans. If the "Pool Insurance Company" has paid the Lender, then the Borrowers could not be in default to any "lender."

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A review of the **Mortgage** includes a copy of the **30 YEAR FIXED** Note. An examination of that Note, however, reveals it contains no dated endorsements. Section 131(g) of the Truth in Lending Act (15 USC § 1641) (TILA) must apply. This section was amended on May 19, 2009, to include a new provision requiring the assignee of a mortgage loan to notify a consumer borrower that the loan has been transferred. Section 131(g) requires the new owner or assignee of a mortgage loan must notify the borrower in writing within 30 days after the mortgage loan is sold or otherwise transferred. This notification must include the following:

1. The assignee's identity, address and phone number;
2. The date of transfer;
3. Contact information for an agent or party having authority to act on behalf of the assignee;
4. The location of the place where transfer of ownership of the debt is recorded; and,
5. Any other relevant information regarding the assignee.

An Assignee that violates this notice requirement is subject to civil penalties under Section 130(a) of TILA. Further, effective July 31, 2009, the maximum penalty increased from \$2000.00 to \$4000.00 that an individual consumer may recover for each TILA violation in connection with a closed-end loan secured by real property or a dwelling increased. Additionally, TILA's Section 108 provides that "a violation of any requirement imposed under [TILA] shall be deemed a violation of a requirement imposed under [the FTC Act]," regardless of whether a person committing a violation otherwise comes under the FTC's jurisdiction.

For willful or knowing violations, a person may be fined up to \$5,000 and/or imprisoned for up to one year, in accordance with Section 112 of TILA. The auditors of this report note that while mortgage brokers or servicers may not be creditors, injured assignees would be given opportunity to extract penalties from secured parties in mortgages since secured parties are mortgagees. Such extraction could occur without injured persons' enlisting of the FTC according to the World Wide Web publication by TILA and the FTC of these provisions.

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MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS BENEFICIARY

An examination of the **Mortgage** also indicates that the mortgage, which secures the Note and Mortgage upon which any lawsuit is based, was entered in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")** (see section, Exhibits: MERS Servicer ID Search Result). The Mortgage does state that "MERS" acts as a nominee and lender, and beneficiary. The 'nominee' appellation would establish that MERS is the agent of **Decision One Mortgage Company, Llc**, with respect to the administration of the mortgage. MERS' must also be named as 'original nominal beneficiary' on any Appointment of Substitute Trustees. However, MERS' own Terms and Conditions of Membership published on MERS' website at www.MERSINC.org, states that "the MERS System is not a vehicle for creating or transferring beneficial interests in mortgage loans." MERS further indicates that it does not ever have beneficial interest in mortgage notes, stating "that it has no rights whatsoever for creating or transferring beneficial interest in the mortgage loans". Lawyer-Lenders, all Substitute Trustees in this case who assume all powers, rights, and duties of the Mortgage containing the MERS entry, would observe also performing due diligence that the provisions of the Uniform Commercial Code (UCC) do not support the mention of MERS in the Mortgage and that labeling MERS as a "beneficiary" is impermissible: Deeds of Trust for property may be foreclosed by the named beneficiary as well as the trustee.

Lender's counsel cannot attempt to ascribe to MERS a right to collect on a Note on which MERS is not named or even mentioned and in which MERS acknowledges it has no beneficial interest. Factually, MERS could only ever act as agent of the servicer or agent of the owner of the note to Borrower's mortgage.

Further problematic is that pursuant to page 7 of MERS' public record **Recommended Foreclosure Procedure Manual**, the naming of MERS in the Mortgage—and in the Appointment of Substitute Trustee—intentionally mislead the borrower and benefited the lenders.

"When MERS is the mortgagee of record, the foreclosure can be commenced in the name of MERS in place of the loan servicer." The U.S. Government addressed such activity under MERS when it announced publicly that as of May 1, 2010, Fannie Mae would no longer reimburse a loan servicer for any expense incurred in preparing or recording an assignment of the mortgage loan from MERS to the loan servicer or to Fannie Mae.

MERS legal standing continues to be challenged in many states. In *Mortgage Electronic Registration Systems, Inc., Appellant, Vs. Southwest Homes of Arkansas, Appellee No 08-1299 Supreme Court of Arkansas 2009 Ark. Lexis 121 March 19, 2009*, it was upheld that MERS has no capacity or standing to foreclose.

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MORTGAGE NOTE VERSUS MORTGAGE SEPARATION

As auditors' presented in the previous section, The Mortgage was entered in favor of MERS. However, the Note was entered in favor of **Decision One Mortgage Company, LLC**. Generally, if the Mortgage and the Note are not together with the same entity, there can be no enforcement of the Note.

The Mortgage, as established in the previous section, enforces the Note, and provides the capability for the lender to foreclose on a property. Thus, if the Mortgage and the Note are separated, foreclosure cannot occur: The Note cannot be enforced by the Mortgage if each contains a different mortgagee; and, if the Mortgage is not itself a legally enforceable instrument, there can be no valid foreclosure on Borrowers' property. Legal precedence of recent public law cases exists for these conclusions: Respectively: Saxon vs. Hillery, CA, Dec 2008, Contra Costa County Superior Court and In re Hudson, 643 S.E. 2d 485 (N.C. Ct. App. 2007).

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TRUSTEE/SUBSTITUTE TRUSTEE PENDING ISSUES

The servicer listed on the MERS website is **Hsbc Mortgage Services** (see section, Exhibits: MERS Servicer ID Search Result). **Hsbc Mortgage Services** would be the servicer according to the Pooling and Servicing Agreement for **HSI Asset Loan Obligation Trust 2007-1** CIK#: 0001400122.

The investor listed on the MERS website is also **Hsbc Mortgage Services** (see section, Exhibits: MERS Servicer ID Search Result). This usually occurs when there are issues of unclear paperwork and ownership. However, **Deutsche Bank National Trust Company** would be the trustee according to the Pooling and Servicing Agreement for **HSI Asset Loan Obligation Trust 2007-1** CIK#: 0001400122.

There is no correct record including all intervening endorsements showing a complete chain of the title from the originator to the trustee as described in the Pooling and Servicing Agreement or as required in the **York County Register of Deeds**.

On **October 12, 2010** an **Assignment of Mortgage** was signed by **Maria Vadney** as Vice President for **MERS**, as nominee for **Decision One Mortgage Company, LLC** (see section, Exhibits: Property Search Results). Borrowers' loan was allegedly assigned from **MERS** to **Hsbc Mortgage Services**. However, as outlined above, Borrowers' loan was already sold into the Trust by the Closing Date of **On Or About May 31, 2007** – over three (3) years earlier.

Hsbc Mortgage Services can only be acting in the role of Master Servicer to Borrowers' loan according to the Pooling and Servicing Agreement dated **May 1, 2007**. **Decision One Mortgage Company, Llc** originated Borrowers' loan on **November 30, 2006**. However, by the Closing Date of **On Or About May 31, 2007**, **Decision One Mortgage Company, Llc** sold Borrowers' loan to the Sponsor and Seller, **Hsbc Bank Usa, National Association**. The Sponsor and Seller then sold Borrowers' loan to the Depositor, **Hsi Asset Securitization Corporation**. Borrowers' loan was then sold into the Issuing Entity, **HSI Asset Loan Obligation Trust 2007-1** CIK#: 0001400122. Therefore, **MERS**, as nominee for **Decision One Mortgage Company, LLC** is not now and never was the owner and holder of the Borrowers' mortgage obligation as it has alleged in documents recorded in the **York County Register of Deeds**.

MERS' own Terms and Conditions of Membership published on **MERS'** website at www.MERSINC.org, states that "the **MERS** System is not a vehicle for creating or transferring beneficial interests in mortgage loans." **MERS** further indicates that it does not ever have beneficial interest in mortgage notes, stating "that it has no rights whatsoever for creating or transferring beneficial interest in the mortgage loans".

Also of concern is the fact that the **Notice of Lis Pendens** was recorded before the alleged **Assignment of Mortgage** was ever even signed and recorded (see section, Exhibits: Property Search Results).

According to the Note in the file, there is an undated rubber stamp endorsement signed by **Alfred Mapp** as Assistant Secretary for the Originator, **Decision One Mortgage Company, Llc**, to: **Pay to the Order of** _____ **Without Recourse** (see section, Exhibits: Property Search Results).

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However, the subsequent endorsements from the Sponsor and Seller, Hsbc Bank Usa, National Association, to the Depositor, Hsi Asset Securitization Corporation, and then from the Depositor to the Trustee, Deutsche Bank National Trust Company, were not found.

This is a classic case of a blank assignment, making this a bearer note. In the Massachusetts Supreme Court ruling in re: U.S. Bank v. Ibanez, the court ruled specifically on this case in which blank assignments are unacceptable proof of chain of title. When the endorsement was actually signed and the status of employment of the endorsee, Alfred Mapp, should be requested as the appearance of the endorsement and placement on the Note is suspect. The endorsement shows the Lenders intent to sell Borrowers' loan obligation.

We find no evidence of *"the original Mortgage Note bearing all intervening endorsements necessary to show a complete chain of endorsements from the original payee, endorsed in blank, "Pay to the order of _____, without recourse", and, if previously endorsed, signed in the name of the last endorsee by a duly qualified officer of the last endorsee."* The Mortgage does not include all intervening endorsements showing a complete chain of the title from the Originator, Decision One Mortgage Company, Llc, to the Trustee, Deutsche Bank National Trust Company, as described in the Pooling and Servicing Agreement (see section, Exhibits: Pooling and Servicing Agreement).

DUE TO THE HISTORY OF BORROWERS' LOAN, WE BELIEVE THAT NOTHING SHORT OF PRODUCING THE ORIGINAL NOTE WITH THE PROPER ENDORSEMENTS WILL SUFFICE TO ACCURATELY CLARIFY OWNERSHIP OF NOTE AND PROPER LEGAL STANDING. REQUESTING THE MERS MILESTONE REPORT WILL ALSO HELP TO CLARIFY THE BORROWERS' LOAN HISTORY.

The signing agent, Maria Vadney, for the Assignment of Mortgage may be a robo-signer. There is concern that the assignment was likely signed without verifying whether loan documents and other records had the correct information. Maria Vadney is also known to have signed other documents as Vice President of HSBC Bank, N.A. This may present a conflict of interest.

A recent decision by the Massachusetts Supreme Judicial court helped focus a few important questions on the foreclosure crisis in America. The Massachusetts land court decision in the case of U.S. Bank v. Ibanez, which was affirmed by the Supreme Judicial Court as correct, has called into question hundreds if not thousands of foreclosure titles across the country.

In the Ibanez case, the Land Court invalidated two foreclosure sales because the foreclosing lenders failed to show proof they held ownership of the foreclosed mortgages through valid assignments. In modern securitized mortgage lending practices, the ownership of a mortgage loan may be divided and freely transferred numerous times on the lenders' books. But the documentation (i.e., the assignments) actually on file at the Registry of Deeds/Clerk of Courts often lags far behind. The Land Court ruled that foreclosures were invalid when the lender failed to bring the ownership documentation (the assignments) up-to-date until after the foreclosure sale had already taken place.

The Ibanez decision has called into serious question the validity of any pending or completed foreclosure where the lender did not physically hold the proper paperwork at the time it conducted its auction.

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The first part of the problem is the bifurcation of the mortgage, that is to say the separation of the promissory note, from the underlying security instrument, or the mortgage. In the Ibanez case, the notes were conveyed, but improperly. The plaintiffs, in this case, the Trusts that held the securities that the loans were bundled into, never had any such conveyance of the related mortgages in addition to improperly conveyed notes. The Plaintiffs aggravated their claims in the following way:

1. By exercising the power of sale, although they were not holders of the underlying mortgage, and thus did not have proper standing to foreclose.
2. Possessing improperly conveyed notes endorsed in "blank"
3. Violating M.G.L. 244 ss. 14, by falsely indicating in their publications that they were the holders of said mortgages.

The conventional industry practice, conveniently, is to assume that the mortgage follows the note; however in most States, that is not the case. In Massachusetts, where a note has been assigned but there is no written assignment of the mortgage underlying the note, the assignment of the note does not carry with it the assignment of the mortgage: Barnes v. Boardman, 149 Mass. 106, 114 (1889). In other cases, the assignment of the mortgage may be held to be invalid, even if the note is properly conveyed, and thus renders the debt, nonetheless unsecured. It is possible that from the banks perspective an invalid assignment of the note is the more serious concern for the following reasons:

1. Without first having proper ownership of the debt, the bank can not initiate any collection activity, let alone foreclosure.
2. Notes (ownership of the debt asset), may be subject to further contention in bankruptcy proceedings where many creditors have a vested interest in the assets of a defunct mortgage lender, particularly since these notes are often sold in bankruptcy for a fraction of their face value.
3. The trusts that are suppose to contain the validly conveyed notes will in fact, not actually contain them (because they are not bearer paper), thus violating the representations and warranties made to investors who purchase these securities. Therefore, it is unsecured debt, and potentially, no debt at all upon which to collect payments.
4. Even if the notes obtain a valid conveyance, or confirmation of conveyance at a later date, it is still may be impossible to place them into the MBS's:
 - a) It will have been longer than 90 days (the typical expiry period to transfer assets into the trust)
 - b) If it is a foreclosure matter, the loan is in default (the PSA's do not allow for the addition of defaulted loans)
 - c) Any effort on the part of the trust to insert old or defaulted loans would jeopardize the trusts favorable REMIC status – thus further harming already impaired returns.

While there is no significant change in the law, the ruling may provide encouragement to foreclosure victims to seek proper remuneration for their trials and finally, it may provide a sound legal framework for homeowners to stop paying their mortgages (especially in Massachusetts), irrespective of their ability to pay, until their mortgage holder can guarantee clear, insurable title.

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The role of the Substitute Trustee is governed by statutory law, case law, Lawyer's Rules of Professional Conduct. "Fiduciary" means "a trustee acting under a deed..." and "Fiduciary" includes a trustee acting under a deed. General analysis shows that in mortgage loans, the trustee not only represents the holder of the note secured by the mortgage, but also the owners of the property, who would be entitled to any surplus remaining after the payment of expenses and the note secured by the mortgage. This, of course, is made by possible only when a fair foreclosure sale occurs, securing the best price for the property. As noted in public case law, *Simard v. White*, 378 Md. 617, 837 A.2d 928 (2003), the Court held that "it must be shown that the trustee did not abuse the discretion reposed in him, and that the sale was made under such circumstances as might be fairly calculated to bring the best obtainable price. The trustee not only represents the holder of the note secured by the mortgage, but also the owners of the property. . ." *Id.* at 53.

Most pronounced, the Court further noted that "in the sale procedures, the selling entity is charged with making appropriate efforts to generate proper prices, not only to address the satisfaction of the debt, i.e., protecting the creditor, but also to protect the interests of the mortgagor . . ." *Id.* The Simard case references other existing case law supporting this fact as follows: *Waters*, 165 Md. at 75, 166 A. 431; see also *Miller*, 456 at 538 (mortgagee acting under power of sale acts not for himself alone, but as a fiduciary, and for the benefit of all parties interested in the proceedings)." *White*, 152 Md. App. at 241-42, 831 A.2d at 524-25.

In *Wilson v. Draper*, 443 F.3d 373 (4th Cir. 2006), the court "concluded that a trustee's actions to foreclose on a property pursuant to a mortgage are not 'incidental' to its fiduciary obligation". Rather, they are central to it." Thus, to the extent a trustee uses the foreclosure process to collect an alleged debt, the lawyer-Lenders in this case could not benefit from the exemption contained in §1692a(6)(F)(i) of the Fair Debt Collection Practices Act (FDCPA) as debt collectors.

Lawyer-Lenders, as Substitute Trustees, act primarily as collection agents whose acts must comply with to all FDCPA provisions. The court in *Wilson v. Draper* further noted that "the exemption (i) for bona fide fiduciary obligations or escrow arrangements applies to entities such as trust departments of banks, and escrow companies. It does not include a party who is named as a debtor's trustee solely for the purpose of conducting a foreclosure sale (i.e., exercising a power of sale in the event of default on a loan)."

Any self-appointment by lawyer-Lenders in this case is analogous to our conclusions earlier in this report regarding the naming of MERS in the Mortgage as the nominal beneficiary: To intentionally mislead a borrower to the benefit the lawyer-Lenders, who derive 5% as Substitute Trustees as well as the additional legal fees they receive from the lender.

Most states define Mortgage Fraud as knowingly using or facilitating the use of any deliberate misstatement, misrepresentation, or omission during the mortgage lending process [including negotiation and servicing] with the intent that the misstatement, misrepresentation, or omission be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process."

The Preamble to the United States Supreme Court Rule 4 acts to regulate the activities of lawyer Lenders in all cases: "The legal profession's relative autonomy carries with it special responsibilities of self government. The profession has a responsibility to assure that its regulations are conceived in the public interest and not in furtherance of parochial or self-interested concerns of the bar."

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DISCLOSED RISK AND ADVERSE RESULTS OF COURT ACTION

The Risks to Investors and the Transaction Parties in the financial engineering process of securitization were spelled out clearly.

- i. **BOOK-ENTRY SECURITIES** ... one or more of the securities may be issued in book-entry form. In that event, beneficial owners of those securities will not be considered "holders" under the agreements and may exercise the rights of holders only indirectly through the participants in the applicable book-entry system.
- ii. **FORECLOSURE ON MORTGAGES** An action to foreclose a mortgage is an action to recover the mortgage debt by enforcing the mortgagee's rights under the mortgage. It is regulated by statutes and rules and subject throughout to the court's equitable power since a foreclosure action historically was equitable in nature, the court may exercise equitable powers to relieve a mortgagor of a default and deny the mortgagee foreclosure on proof that the mortgagee's action established a waiver, fraud, bad faith, or oppressive or unconscionable conduct such as to warrant a court of equity to refuse affirmative relief to the mortgage a court of equity may relieve the mortgagor from an entirely technical default where the default was not willful.

Moreover, a non-collusive, regularly conducted foreclosure sale may be challenged as a fraudulent conveyance, regardless of the parties' intent if a court determines that the sale was for less than fair consideration and the sale occurred while the mortgagor was insolvent and within one year ... of the filing of bankruptcy. Similarly, a suit against the debtor on the related mortgage note may take several years and, generally, is a remedy alternative to foreclosure, the mortgagee being precluded from pursuing both at the same time it is common for the lender to purchase the property from the trustee or referee for an amount that may be equal to the unpaid principal amount of the mortgage note secured by the mortgage plus accrued and unpaid interest and the expenses of foreclosure, in which event the mortgagor's debt will be extinguished.

- iii. **BANKRUPTCY LAWS MAY RESULT IN ADVERSE CLAIMS AGAINST TRUST FUND ASSETS.** The federal bankruptcy code and state debtor relief laws may adversely affect the ability of the trust fund, as a secured lender, to realize upon its security. For example, in a federal bankruptcy proceeding, a lender may not foreclose on mortgaged property without the bankruptcy court's permission. Similarly, the debtor may propose a rehabilitation plan, in the case of mortgaged property that is not his principal residence that would reduce the amount of the lender's secured indebtedness to the value of the property as of the commencement of the bankruptcy. As a result, the lender would be treated as a general unsecured creditor for the reduced amount, the amount of the monthly payments due on the loan could be reduced, and the interest rate and loan payment schedule could be changed. Any such actions could result in delays in receiving payments on the loans underlying the securities and result in the reduction of total payments.

DISCLAIMER: No part of this Report shall be construed as legal advice with respect to the subject transaction. The addressee of this Report ("Client") acknowledges that Legal Forensic Auditors ("LFA") is not acting in the capacity of legal counsel to Client. Client also acknowledges that LFA has encouraged Client to retain legal counsel to evaluate the legal consequences of the matters addressed in this Report. The information contained in this report is for the sole and exclusive use of Client and any other use or dissemination of such information is strictly prohibited. Compilation and analysis by Forensic Mortgage Auditors, Inc. for use by its affiliates.



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Courts with federal bankruptcy jurisdiction have also indicated that the terms of a mortgage loan may be modified if the borrower has filed a petition under chapter 13. These courts have suggested that such modifications may include reducing the amount of each monthly payment, changing the rate of interest, altering the repayment schedule and reducing the lender's security interest to the value of the residence, thus leaving the lender a general unsecured creditor for the difference between the value of the residence and the outstanding balance of the loan.

In a chapter 11 case under the Federal Bankruptcy Code, the lender is precluded from foreclosing without authorization from the bankruptcy court. The lender's lien may be transferred to other collateral and/or be limited in amount to the value of the lender's interest in the collateral as of the date of the bankruptcy. The loan term may be extended, the interest rate may be adjusted to market rates and the priority of the loan may be subordinated to bankruptcy court-approved financing. The bankruptcy court can, in effect, invalidate due-on-sale clauses through confirmed Chapter 11 plans of reorganization. 141/179

- iv. **EQUITABLE LIMITATIONS ON REMEDIES** In connection with lenders' attempts to realize upon their security, courts have invoked general equitable principles. In some cases, courts have substituted their judgment for the lender's judgment and have required that lenders reinstate loans or recast payment schedules in order to accommodate borrowers who are suffering from temporary financial disability.

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We have researched the subject of Securitization from the lender to the borrower to the best of our ability. This audit investigates the loan from the time of its origination, through the process of securitization and sale to investors in a Trust, as detailed in the above. If there is any further related case law or other support that you can share with us, please feel free to let us know and we will incorporate it.

We are continually striving to bring the best and most up to date audit to our customers.

Again, we strongly advise you to seek the counsel of a reputable attorney, as we are not attorneys and do not provide legal advice. Our securitized loan audit services are intended to transform the complicated financial engineering of the securitized loan into a simple report and analysis of facts. Our expert(s) trace the note and mortgage from the originating lender up the line of sales to the trust and investor ownership. Our evidentiary findings may reveal defects in the real estate title that is being claimed by the party(s) seeking to foreclose. Other undisputable material defects may also be presented. Using this evidentiary findings report, attorney(s) can then analyze these facts and draw their own legal opinions.

Thank you for allowing us to be of service to you and please do not hesitate to contact us if you or your attorney requires further information or assistance.

Sincerely,

Legal Forensic Auditors

Javier A. Taboas
Forensic Coordinator

Certified

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Procedure

When we check through our Database to locate the pool, pools or group(s) of pools claiming to have ownership of the borrowers' loan we try to find actual mention of the note, either through loan number, address, loan size, loan type or other loan specific details. Otherwise we use the Closing dates and Cut-off dates for the specific pools that the loan may be in. We search through the 424B5 Prospectus and the Pooling and Servicing Agreements. If a 15-15d Suspension of Duty to Report is filed we can provide that as well.

Usually there is no recorded and perfected Chain of Assignments, nor is there a Chain of Endorsements in any Securitized Loan, no assignment history that goes from the lender, to the Sponsor, to the Depositor, and lastly, to the Trust, as required by most Pooling and Servicing Agreements.

However, we know that each Securitized Loan has purportedly been transferred two to three times at a minimum, but no Assignment of Beneficiary was ever recorded when the transfers took place. That was the purpose of MERS. The Deeds would be kept in the name of MERS as "Nominee for the Beneficiary". This allowed MERS to appear to be the Beneficiary and avoid the expenses of recording Assignments at each transfer, usually about \$30 per recording.

Sometimes we see the original mortgage note, endorsed without recourse in blank by the last endorsee. Any Assignment of the Deed to the Trust will almost always occur after a Notice of Default is filed and the Assignment is made from the lender or MERS to the Trust. This is done to "establish" Beneficiary Rights in the mind of the Trust. It also tries to unite the Note and the Deed for Legal Standing to foreclosure.

Our audits usually show that there is a chain of ownership that has not been properly executed, and that any party trying to foreclose needs to present clear ownership and explain why they have a clear right to foreclose.

The Securitization Audit can be completed with the documents provided to the Borrower at Closing. If the Audit is going to be used to its fullest potential it is recommended that in your QWR you also request information on the holder of the mortgage loan. This is a right granted to Borrowers under TILA and RESPA. It is also advisable to request the Pooling and Service Agreement between the servicer and the investor in your Debt Verification Letter. They are not required to provide this, but sometimes they do.

Any information you gain from the QWR will only serve to complement the Securitization Audit and its information.

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Form 15-15D Suspension of Duty to Report

The **Form 15-15D** is a certification of termination of registration of a class of security under Section 12(g), or notice of suspension of duty to file reports pursuant to Section 13 and 15(d) of the 1934 Securities Exchange Act Section 13 and 15(d). The **Form 15-15D** claims a standing under 15(d-6) of the 1934 SEC regulations which exempts the entity of filing an annual report, whereby the number of claimed investors had fallen below the SEC registration and reporting threshold of 300 persons and is also used when a registered, reporting, entity is dissolved.

We have found a pattern with the filing of the **Form 15-15D** where the trust is established and appropriate SEC documents are filed for a period of time, usually 1 or 2 years. The trust then files a Form 15 claiming exemption of the obligation to file reports with the SEC under 15(d-6). The paper trail for the Trust with the SEC thereby ends. Many of these trusts have not filed anything with the SEC for years. So for all intents and purposed the 15-15d is used to dissolve the trust or claim that there are a minimum amount of investors, sometime as little as 15 or less for trusts that are worth over billions of dollars. With the filing of a **Form 15-15D** the trustee needs to prove that the Trust still exists. The Trustee or any assignee thereof foreclosing on a property in the name of a trust has to show that this trust still exists and has not already been dissolved.



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SEC Filed Documentation Obtained and Examined

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U.S. Securities and Exchange Commission

EDGAR Search Results

Search the Next-
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HSI Asset Loan Obligation Trust 2007-1:CIK# 0001400122
(see all company filings)

SIC: 8189 - ASSET-BACKED SECURITIES
State location: NY
(Assistant Director Office: 5)

Business Address: 452 FIFTH AVENUE
NEW YORK NY 10018
212 525-8119
Mailing Address: 452 FIFTH AVENUE
NEW YORK NY 10018

Filter Results: Filing Type: Prior to: (YYYYMMDD) Ownership? ☐ include ☒ exclude ☐ only Limit Results Per Page: 40 Entries

Items 1 - 23 RSS Feed

Filings	Format	Description	Filing Date	File/Film Number
10-K	Documents	Annual report [Section 13 and 15(d), not S-K Item 405] Acc-no: 0001400122-08-000002 (34 Act) Size: 176 KB	2008-03-31	333-140923-02 08721511
15-15D	Documents	Suspension of duty to report [Section 13 and 15(d)] Acc-no: 0001144204-08-004909 (34 Act) Size: 5 KB	2008-01-30	333-140923-02 08560015
10-D/A	Documents	[Amend] Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934] Acc-no: 0001144204-08-001422 (34 Act) Size: 733 KB	2008-01-10	333-140923-02 08521546
10-D	Documents	Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934] Acc-no: 0001144204-08-000029 (34 Act) Size: 1 MB	2008-01-02	333-140923-02 08500250
8-K/A	Documents	[Amend] Current report, items 8.01 and 9.01 Acc-no: 0001144204-07-065848 (34 Act) Size: 272 KB	2007-12-05	333-140923-02 071285476
10-D	Documents	Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934] Acc-no: 0001144204-07-065428 (34 Act) Size: 1 MB	2007-12-03	333-140923-02 071280395
10-D	Documents	Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934] Acc-no: 0001144204-07-057839 (34 Act) Size: 2 MB	2007-11-02	333-140923-02 071209789
10-D	Documents	Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934] Acc-no: 0001144204-07-052076 (34 Act) Size: 1 MB	2007-10-01	333-140923-02 071145723
10-D/A	Documents	[Amend] Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934] Acc-no: 0001144204-07-049429 (34 Act) Size: 2 MB	2007-09-14	333-140923-02 071117149
10-D/A	Documents	[Amend] Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934] Acc-no: 0001144204-07-049423 (34 Act) Size: 1 MB	2007-09-14	333-140923-02 071117135
10-D/A	Documents	[Amend] Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934] Acc-no: 0001144204-07-049419 (34 Act) Size: 1 MB	2007-09-14	333-140923-02 071117129
	Documents	[Amend] Current report, items 8.01 and 9.01		333-140923-02

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8-K/A	Documents	Acc-no: 0001144204-07-049382 (34 Act) Size: 71 KB	2007-09-14	071117006
		Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934]		
10-D	Documents	Acc-no: 0001144204-07-047979 (34 Act) Size: 1 MB	2007-09-05	333-140923-02 071099944
		Current report, item 6.02		
8-K	Documents	Acc-no: 0001144204-07-047674 (34 Act) Size: 22 KB	2007-09-04	333-140923-02 071095976
		Current report, item 1.03		
8-K	Documents	Acc-no: 0001144204-07-041333 (34 Act) Size: 24 KB	2007-08-09	333-140923-02 071037716
		Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934]		
10-D	Documents	Acc-no: 0001144204-07-039494 (34 Act) Size: 1 MB	2007-08-01	333-140923-02 071014863
		Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934]		
10-D	Documents	Acc-no: 0001144204-07-035708 (34 Act) Size: 1 MB	2007-07-09	333-140923-02 07968971
		Current report, items 8.01 and 9.01		
8-K	Documents	Acc-no: 0001144204-07-032111 (34 Act) Size: 5 MB	2007-06-15	333-140923-02 07923052
		Prospectus [Rule 424(b)(5)]		
424B5	Documents	Acc-no: 0001282695-07-000230 (33 Act) Size: 1 MB	2007-06-01	333-140923-02 07892837
		Filing under Securities Act Rules 163/433 of free writing prospectuses		
FWP	Documents	Acc-no: 0001282695-07-000228 (34 Act) Size: 25 KB	2007-05-31	333-140923-02 07891647
		Current report, items 8.01 and 9.01		
8-K	Documents	Acc-no: 0001282695-07-000226 (34 Act) Size: 16 KB	2007-05-30	333-140923-02 07885927
		Filing under Securities Act Rules 163/433 of free writing prospectuses		
FWP	Documents	Acc-no: 0001282695-07-000224 (34 Act) Size: 413 KB	2007-05-29	333-140923-02 07882020
		Filing under Securities Act Rules 163/433 of free writing prospectuses		
FWP	Documents	Acc-no: 0001282695-07-000222 (34 Act) Size: 384 KB	2007-05-22	333-140923-02 07870189

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Modified 05/21/2009



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<DOCUMENT>
<TYPE>15-15D
<SEQUENCE>1
<FILENAME>v101179_sec15d.txt
<TEXT>

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 15

CERTIFICATION AND NOTICE OF TERMINATION OF REGISTRATION UNDER SECTION 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934 OR SUSPENSION OF DUTY TO FILE REPORTS UNDER SECTIONS 13 AND 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

Commission File Number 333-140923-02

HSI Asset Loan Obligation Trust 2007-1

(Exact name of registrant as specified in its charter)

452 Fifth Avenue, New York, New York 10018
(212) 525 - 8119

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Class I-A-1, Class I-IO, Class II-A-1, Class II-A-2, Class II-A-3, Class II-A-4, Class II-A-5, Class II-A-6, Class II-A-7, Class II-A-8, Class II-A-9, Class II-A-10, Class II-A-11, Class II-A-12, Class II-A-13, Class II-IO, Class III-A-1, Class III-A-2, Class III-A-3, Class III-A-4, Class III-A-5, Class III-A-6, Class III-A-7, Class III-IO, Class A-PO, Class A-X, Class B-1, Class B-2, Class B-3

(Title of each class of securities covered by this Form)

None

(Titles of all other classes of securities for which a duty to file reports under section 13(a) or 15(d) remains)

Please place an X in the box(es) to designate the appropriate rule provision(s) relied upon to terminate or suspend the duty to file reports:

Rule 12g-4(a)(1)(i) ☐	Rule 12h-3(b)(1)(i) ☐
Rule 12g-4(a)(1)(ii) ☐	Rule 12h-3(b)(1)(ii) ☐
Rule 12g-4(a)(2)(i) ☐	Rule 12h-3(b)(2)(i) ☐
Rule 12g-4(a)(2)(ii) ☐	Rule 12h-3(b)(2)(ii) ☐
Rule 15d-6 ☐	[X]

Approximate number of holders of record as of the certification or notice date: 23

http://www.sec.gov/Archives/edgar/data/1400122/000114420408004909/v101179_sec15d.txt [4/23/2012 2:23:19 PM]



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Pursuant to the requirements of the Securities Exchange Act of 1934, HSI Asset Loan Obligation Trust 2007-1 has caused this certification notice to be signed on its behalf by the undersigned duly authorized person.

Date: January 30, 2008 By: /s/ Tommy Harris

Tommy Harris
 Senior Vice President
 CitiMortgage Inc.
 as Master Servicer

Instruction: This form is required by Rules 12g-4, 12h-3 and 15d-6 of the General Rules and Regulations under the Securities Exchange Act of 1934. The registrant shall file with the Commission three copies of Form 15, one of which shall be manually signed. It may be signed by an officer of the registrant, by counsel or by any other duly authorized person. The name and title of the person signing the form shall be typed or printed under the signature.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

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MERS Servicer ID Search Results

MERS® ServicerID - Results



Process Loans, Not Paperwork™

1 record matched your search:

Need help?

MIN: 1000779-1000714149-B

Note Date: 11/30/2006

MIN Status: Inactive

Servicer: HSBC Mortgage Services
Brandon, FL

Phone: (813) 571-8493

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 MERS please go to www.mersinc.org



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MERS® ServicerID - Investor

Page 1 of 1

Select borrower type and enter borrower information to see Investor for MIN-1003779-1000714149-S:

Investor for Individual Borrower

Your entries may be either upper or lower case.
Fields marked are required.

* Last Name: DENNIS

* SSN: 247 - 39 - 3191

* ☐ 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 marked are 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: HSBC Mortgage Services
Brandon, FL

Phone: (813) 571-8493

Investor: HSBC Mortgage Services

Close Window



Southern Reporting, Inc.

Transcript of
Hearing

3/6/2012

HSBC Mortgage Services, Inc. vs. Dennis, et al.
2010-CP-46-4307

COPY

Southern Reporting, Inc.
Phone: 803.749.8100
Fax: 803.749.9991
Email: SouthernReporting@sc.rr.com

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF YORK) CASE NO.: 2010-CP-46-4307
3 HSBC Mortgage Services, Inc.,)
4 PLAINTIFF,) TRANSCRIPT
5 VS.) OF
6 James L. Dennis, Enid Dennis,) HEARING
7 and Stonewood Homeowners)
8 Association of York County,)
9 Inc.,)
10 DEFENDANTS.)
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The within hearing was taken before Christina L. Richardson, a Notary Public in and for the State of South Carolina, commencing at the hour of 2:33 p.m., March 6, 2012, at the office of York County Master in Equity, 1 North Congress Street, York, South Carolina.

REPORTED BY
CHRISTINA L. RICHARDSON

1 APPEARANCES

2 FOR THE PLAINTIFF

3 Nikole H. Boland, Esq.
 4 Riley, Pope & Laney, LLC
 5 2838 Devine Street (29205)
 Post Office Box 11412
 Columbia, South Carolina 29211

6 FOR THE DEFENDANT,
 7 Stonewood Homeowner's Association

8 John Richards McCrae, III, Esq.
 9 Chappell, Smith & Arden, PA
 Post Office Box 12330
 1510 Calhoun Street (29201)
 Columbia, South Carolina 29211

10 ALSO PRESENT

11 Deputy Roger Neely
 12 Deputy Paul Blackwell
 Akasha El Bey
 Imin El Bey

14 INDEX

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16 CERTIFICATE.....	22

EXHIBITS

(ALL EXHIBITS WERE RETAINED BY THE COURT)

PLAINTIFF'S

- A Note dated November 30, 2006, in the amount of \$225,710.00, signed by James L. Dennis and Enid Dennis.....13
- B Mortgage dated November 30, 2006, I signed by James L. Dennis and Enid Dennis.....13
- C Assignment of the mortgage from Mortgage Electronic Registration Systems, Inc. to HSBC Mortgage Services, Inc., dated October 12, 2010.....14
- D Notice of Denial of Foreclosure Intervention and Certificate of Mailing to James L. Dennis.....14
- E Certification signed by Nikole Boland, Esq. that the process specified by the Chief Justice has been complied with.....14
- F Affidavit of Verified Statement of Account.....15
- G Affidavit of Attorney Fees.....15

1 PROCEEDINGS

2 THE COURT: Okay. Are you ready to proceed,
3 Ms. Boland?

4 MS. BOLAND: Yes, sir.

5 THE COURT: All right. This is case number
6 2010-CP-46-4307; HSBC Mortgage Services, Inc.
7 against James L. Dennis, Enid Dennis and Stonewood
8 Homeowner's Association of York County. Present
9 and representing the Plaintiff is Ms. Nicole
10 Boland. Also present is -- let me find this --
11 Mr. Richards McCrae, who is representing Stonewood
12 Homeowner's Association, but -- as I understand
13 it, but they are in default. You weren't retained
14 until after that, right?

15 MR. MCCRAE: That's correct, Your Honor.

16 THE COURT: All right. All right, also
17 present are two folks whom -- who are not parties
18 to this action. Now give me your names again,
19 please, so I can write.

20 MS. EL BEY: I am Akasha El Bey. I'm
21 occupant of the office of the executor --

22 THE COURT: Now wait; hold on a second. Hold
23 on a second. Spell Akasha for me, please.

24 MS. EL BEY: A-K-A-S-H-A.

25 THE COURT: All right. All right. El Bey?

1 authority?

2 MS. EL BEY: Delegation of authority to act
3 on behalf of the estate, which we have not
4 received.

5 THE COURT: What estate?

6 MS. EL BEY: The capital E-N-I-D D-E-N-N-I-S
7 estate. Is -- I have no knowledge that the --
8 that the Defendant, Enid Dennis is deceased.

9 MS. EL BEY: It is a living estate, Your
10 Honor. Estates are status; it doesn't have
11 anything to do with being deceased as you're well
12 aware.

13 THE COURT: Well that, whatever you're
14 talking about has no standing in this litigation.

15 MS. EL BEY: Well, Your Honor, the
16 Plaintiff's, Riley, Pope and Laney, acting for
17 HSBC, are attempting to act on behalf of the
18 estate and they have also --

19 THE COURT: No, ma'am, they're not.

20 MS. EL BEY: -- been filed --

21 THE COURT: They -- they represent --

22 MS. EL BEY: -- as fiduciary.

23 THE COURT: All right. Akasha, one of us is
24 going to talk at the time. And I'll give you an
25 opportunity to talk, and then I'm going to talk.

1 One at a time; you understand that?

2 MS. EL BEY: It'll be fine.

3 THE COURT: Do you understand that, sir?

4 MR. EL BEY: Yes.

5 THE COURT: The law firm of Riley, Pope and
6 Laney represents the, the bank or a Plaintiff,
7 HSBC Mortgage Services, Inc. They have no
8 connection whatsoever with the Defendants, Dennis.
9 There is no estate involved in this litigation.
10 This litigation involves a note that is plainly
11 signed by a James Dennis and Enid Dennis and
12 mortgage similarly signed by both of them. There
13 is no estate. You cannot, as you've already
14 indicated, act as an attorney for anybody in this
15 litigation unless you are, in fact, a licensed
16 practicing attorney in South Carolina.

17 MS. EL BEY: No, sir. I am Propria Persona
18 Suri Juris. I have not crossed the bar. I am not
19 acting as an attorney. I'm executor for the
20 estate.

21 THE COURT: All right. Well, as you have no
22 standing in this litigation, you're not permitted
23 to participate in it, neither of you.

24 MS. EL BEY: Your Honor, the estate was
25 established at birth. I have a certificate that

1 is signed by a registrar that probated this
2 estate. The promissory note; there is no
3 promissory note. It is a security instrument that
4 has been separated from the mortgage. There's no
5 representative here from HSBC to establish any
6 claim that they have to the property in question.

7 THE COURT: The Defendants are in default.
8 HSBC is not required to have anybody here to
9 establish that.

10 MS. EL BEY: The Defendants aren't in
11 default. We're not in --

12 THE COURT: All right.

13 MS. EL BEY: -- default. There's been no --

14 THE COURT: I have reviewed --

15 MS. EL BEY: -- default on our part.

16 THE COURT: -- the paperwork that has been
17 filed in this case, including a, a, a plainly
18 fraudulent tender of payment written -- supposed
19 to represent a United States Treasury draft. The
20 paperwork has been filed -- first of all, has not
21 been filed by either of the individually named
22 Defendants.

23 MS. EL BEY: What do --

24 THE COURT: They have filed nothing.

25 MS. EL BEY: What are you speaking of that,

1 that has not been filed?

2 THE COURT: Well I --

3 MS. EL BEY: What document has not been
4 filed?

5 THE COURT: An Answer to this -- to the
6 Complaint for Foreclosure for one thing.

7 MS. EL BEY: Yes, sir, it has been answered.

8 THE COURT: All right. I've reviewed all the
9 paperwork that's -- that --

10 MS. EL BEY: An answer was submitted on
11 February 6th.

12 THE COURT: I'm talking. I've reviewed all
13 the paperwork that's been filed. It includes
14 something called an Answer to Summons and
15 Complaint that, in fact, does not respond to the
16 Complaint in any form or fashion as required by
17 the Rules of Civil Procedure in South Carolina.
18 Therefore, the answer is a nullity. I strike it.

19 I've reviewed letters -- Letter Rogatory for
20 relief filed on behalf of both Enid Dennis' so
21 called estate and James Lionel Dennis estate. I
22 believe both of those are the documents that are
23 signed by each of you. Those are a nullity. They
24 make no response to the -- to the -- to the
25 mortgage foreclosure complaint. They are

1 nonsense.

2 I have reviewed a document that is not
3 precisely named, but it's addressed to Judge John
4 C. Hayes, III, and has to do with something
5 regarding unauthorized administration of James
6 Lionel Dennis estate. Assuming that Mr. Dennis is
7 still alive, and I -- is he alive, sir?

8 MR. EL BEY: (No audible response.)

9 THE COURT: Is he alive? Well, nobody's told
10 me he's dead. There is no estate.

11 MS. EL BEY: Your Honor --

12 THE COURT: This, this document is nonsense.
13 And attached to it are several other documents
14 that have a dollar bill or a photocopy of a dollar
15 bill attached to them. They, they, they do no
16 pertain in any way to the merits of this action.
17 They do not conform to any construction of
18 documents required to be filed in this action
19 under the South Carolina Rules of Civil Procedure.

20 And, lastly, I have something called a Notice
21 of Declaration Transfer of Case into Federal. And
22 then below that in caps, "TAKE JUDICIAL NOTICE."

23 MS. EL BEY: That is where the case --

24 THE COURT: It purports to be a --
25 apparently, a -- some effort to evoke Federal

1 jurisdiction in this case; however, this document
2 does not indicate that it's been filed in any way
3 with any federal court, nor have I received notice
4 from any federal court of any filing in Federal
5 Court.

6 MS. EL BEY: Yes, sir. It has --

7 THE COURT: So this document is a nullity.

8 MS. EL BEY: -- been filed in Federal Court.

9 THE COURT: And I'm striking them all from
10 the record.

11 A little bit ago I -- someone brought up here
12 to the office, to this office a document called
13 "Notice Concerning Fiduciary Relationship. One,
14 in respect to the James Lionel Dennis estate, the
15 other in respect to an Enid Yvonne Dennis estate.
16 Neither have any relevance to this -- to this
17 mortgage foreclosure case. I'm striking them from
18 the record.

19 Now, as neither of you represents a party to
20 this action I'm going to proceed with the
21 foreclosure and for purposes of that, let me see
22 your paperwork, Ms. Boland.

23 MS. BOLAND: (Approaches the bench and hands
24 The Court paperwork.)

25 THE COURT: Okay, you've got it. Ms. Boland,

1 let's proceed.

2 MS. BOLAND: Yes, sir.

3 THE COURT: Plaintiff has offered for the
4 record as exhibits in this matter a copy of a note
5 dated November 30 -- and I believe it's November.
6 Yeah, November 30, 2006. In the amount of
7 \$225,710.00, signed by James L. Dennis and Enid
8 Dennis.

9 (Whereupon, Defendant's Exhibit No. A
10 was marked for identification.)

11 Plaintiff has offered for the record as
12 Exhibit B a copy of a mortgage dated November 30,
13 2006. That mortgage is signed by James L. Dennis
14 and Enid Dennis, and is recorded at -- the print
15 is small -- Book, is it 08 or 05, 627 at page 235
16 in the office of the Clerk of Court, York County,
17 on December the 4th, 2006.

18 (Whereupon, Defendant's Exhibit No. B
19 was marked for identification.)

20 Exhibit C is an assignment of the mortgage
21 from Mortgage Electronic Registration Systems,
22 Inc. to HSBC Mortgage Services, Inc., the
23 Plaintiff in this action. That assignment is
24 dated the 12th day of October, 2010, and is
25 recorded in the office of the Clerk of Court in

1 Volume 11670 at page 65.

2 (Whereupon, Defendant's Exhibit No. C
3 was marked for identification.)

4 Exhibit D is a Notice of Denial of
5 Foreclosure Intervention, which complies with the
6 order of the Chief Justice of the South Carolina
7 Supreme Court, dated, I think, May the 5th of --
8 maybe it's May the 2nd, of 2011. That also
9 contains a Certificate of a mailing of that Notice
10 to Mr. James L. Dennis at 1059 Millhouse Drive in
11 Rock Hill, and to Ms. Enid Dennis at the same
12 address, which is the property address I believe.
13 Is that not right?

14 (Whereupon, Defendant's Exhibit No. D
15 was marked for identification.)

16 MS. BOLAND: Yes, sir.

17 THE COURT: Yeah. Secondly, is a
18 Certification signed by Ms. Boland that, that the
19 process specified by the Chief Justice has been
20 complied with. Certificate of Mailing of that
21 document to the Dennis' at the same address.

22 (Whereupon, Defendant's Exhibit No. E
23 was marked for identification.)

24 Next is Exhibit F, is an Affidavit of
25 Verified Statement of Account stating under oath

1 the amount due on this loan and signed by a
2 representative of the -- of the Plaintiff, Vice
3 President and Assistant Secretary named Dana
4 Saintclair Houghan, it looks like H-O-U-G-H-A-N,
5 that is notarized.

6 (Whereupon, Defendant's Exhibit No. F
7 was marked for identification.)

8 And lastly, an Affidavit of Attorney Fees
9 that outlines the service; it outlines the
10 services provided by Plaintiff's law firm, or Ms.
11 Boland's law firm representing the Plaintiff,
12 seeking an award of attorney's fees in this
13 action. And I guess I should say lastly then,
14 another thing, a statement of the, the out-of-
15 pocket expenses incurred by the Plaintiff in
16 proceeding with this foreclosure action.

17 (Whereupon, Defendant's Exhibit No. G
18 was marked for identification.)

19 With that, Ms. Boland, if you will deal with
20 the debt amount.

21 MS. BOLAND: Yes, sir. Principal amount due
22 as of March 1st, 2010, \$203,238.86. The interest
23 from February 1st, 2010 to March 9th -- excuse me;
24 that's a misprint -- March -- it should be March
25 6th, 2012, \$37,948.04. The advances of property

1 inspections, BPO's and appraisals is \$312.50.
2 Cost of collection prior to hearing, \$1,124.00.
3 Attorney's fees of \$4,610.00. For a total debt
4 secured by the note and mortgage, \$247,233.40.

5 THE COURT: What about a deficiency?

6 MS. BOLAND: Deficiency is waived on this
7 one.

8 THE COURT: It's waived?

9 MS. BOLAND: Yes, sir.

10 THE COURT: Okay. Based upon the record and
11 the exhibits, I find that the Plaintiff's entitled
12 to judgment in the total amount -- a judgment of
13 foreclosure in the total amount of \$247,233.40.
14 That includes costs of collection prior to the
15 hearing of \$1124.00, and an attorney fee that
16 assumes completion of the case of \$4,610.00. I
17 find the same, that attorney fee to be reasonable
18 under the circumstances, particularly in light of
19 the, the extraneous material introduced into this
20 case by, by the, the parties who are present --

21 MS. EL BEY: Your Honor --

22 THE COURT: -- Ms. Akasha and Mr. Imin. And
23 the Plaintiff is entitled to proceed with the
24 sale, which is set for April the 2nd, 2012, at 11
25 o'clock right here in this room. Being nothing

1 further, that'll conclude the hearing.

2 Ms. Akasha, you have something to --

3 MS. EL BEY: Yes, sir.

4 THE COURT: -- ask me?

5 MS. EL BEY: Yes, sir. I have the copy of
6 the assignment, which is fraudulent. It is not
7 notarized. It was filed after the foreclosure
8 proceeding was placed into motion. The promissory
9 note was separated from the mortgage. The
10 Plaintiff indicated in interrogatories that they
11 could not locate the note. This has been
12 discharged in bankruptcy per a federal bankruptcy
13 judge's bankruptcy order, which I believe the
14 Court should have. That was also placed into
15 evidence and filed in November -- that was filed
16 in November 6th, I believe.

17 THE COURT: Ms. Boland, I don't have any --
18 any copy of a bankruptcy order.

19 MS. BOLAND: No, sir. And you -- there is
20 some bankruptcy stuff that's been filed in there.
21 That's completely inaccurate. There was a
22 bankruptcy filing previously in this case. It was
23 never discharged. It clearly says in the
24 bankruptcy orders in the case that it was handled
25 outside of the bankruptcy.

1 Is El Bey your last name?

2 MS. EL BEY: Yes, El Bey is my sir name.

3 THE COURT: All right. Ms. El Bey, the
4 Plaintiff's -- the Defendants Dennis have not
5 appeared in court in this action. You have no
6 authority to appear on their behalf. There has
7 been no objection raised to any of the documents
8 offered by the Plaintiff in support of its claim
9 to foreclose the mortgage. I have not received
10 any communication from any attorney representing
11 either Mr. Dennis or Mrs. Dennis. The matters of
12 which you complain are not properly before the
13 Court, and you have no standing to present them as
14 far as I know.

15 MS. EL BEY: Your Honor, this was brought in
16 --

17 THE COURT: And that's the end of that.

18 MS. EL BEY: Your Honor, this was brought in
19 --

20 THE COURT: Let me -- let me add one thing.
21 I don't know how you have become so misguided in
22 your -- because you're obviously an intelligent
23 woman -- how you've become so misguided in your
24 perception of the law and the procedure that
25 govern these kinds of transactions, but you are

1 MS. EL BEY: E-L, space, B-E-Y. I am
2 occupant of the office of the executor for the
3 capital E-N-I-D, capital D-E-N-N-I-S estate.

4 THE COURT: All right. Your name, sir?

5 MR. EL BEY: Imin El Bey.

6 THE COURT: Spell it, please.

7 MR. EL BEY: I-M-I-N, E-L B-E-Y. And I am a
8 proper person occupying the office of executor for
9 the capital J-A-M-E-S, capital D-E-N-N-I-S.

10 THE COURT: And what interest do you have in
11 this litigation, either of you? How about both of
12 you come sit right here?

13 MS. EL BEY: No, sir. We're not bar
14 attorneys and are not acting as attorneys. We are
15 executors for the office of the estate.

16 THE COURT: I can't see you, so I want you --

17 MS. EL BEY: Oh.

18 THE COURT: -- to move to --

19 MS. EL BEY: Oh, I can stand up.

20 THE COURT: -- where I can see you.

21 MS. EL BEY: That's fine. I will stand up.

22 THE COURT: Move over here.

23 MS. EL BEY: Sir, I am not a Defendant. I am
24 not a corporate person.

25 THE COURT: Move over to the chairs behind

1 the table. I don't care if you sit at the table.

2 I just want to be able to see you.

3 MS. EL BEY: For the record, the executor's
4 office is being asked to sit over on the other
5 side. Is this fine? Can you see us if we're
6 sitting here?

7 THE COURT: No, I can't. I want you to sit
8 over here. I don't want you to sit behind the
9 Plaintiff.

10 MS. EL BEY: Let the record reflect that the
11 office of the executor has been forced under
12 duress to remove their seat.

13 THE COURT: I don't see anything removed.

14 MS. EL BEY: All rights reserved.

15 THE COURT: I don't see anything removed.
16 All right. Tell me what your interest is in this
17 litigation?

18 MS. EL BEY: Occupant of the office of the
19 executor for the capital E-N-I-D D-E-N-N-I-S
20 estate.

21 THE COURT: And what does that mean?

22 MS. EL BEY: The estate is not abandoned. We
23 are here to receive a delegation of authority from
24 all parties here acting on behalf of the estate.

25 THE COURT: What kind of delegation of

1 seriously mistaken.

2 MS. EL BEY: Well I'm not schooled --

3 THE COURT: None of this makes --

4 MS. EL BEY: -- in law.

5 THE COURT: -- any sense; none of it is
6 relevant. It is all nonsense.

7 MS. EL BEY: Well, Your Honor, it relevant in
8 --

9 THE COURT: No, ma'am, it's not.

10 MS. EL BEY: -- regards to the --

11 THE COURT: And I'm not going to hear anymore
12 about it.

13 MS. EL BEY: Okay. Well you're in possession
14 of a fraudulent assignment, Your Honor. They do
15 not possess the mortgage or the promissory note.
16 That is --

17 THE COURT: What you're -- what Mr. and Mrs.
18 Dennis are going to be in possession of is a -- is
19 a copy of an order signed by me proceeding with
20 this foreclosure and setting a sale of the
21 property for April the 2nd.

22 Anything further from the Plaintiff?

23 MS. BOLAND: No, sir, Your Honor.

24 THE COURT: All right. That'll conclude the
25 -- conclude the hearing. Thank you for coming.

1 WHEREUPON, THERE BEING NO FURTHER QUESTIONS, THE
2 HEARING IS CONCLUDED AT 2:58 p.m.

3 (*This transcript may contain quoted material.
4 Such material is reproduced as read or quoted by the
5 speaker.)

6 (**Certificate accompanies sealed original only.)
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THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM YORK COUNTY
Court of Common Pleas

S. Jackson Kimball, Master in Equity Court Judge

Case No. 2010-CP-46-4307

James L. Dennis, Enid Dennis

Appellant,

vs.

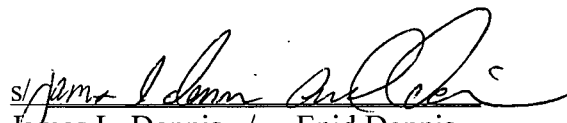
HSBC MORTGAGE
SERVICES, INC

Respondent,

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

August 19, 2013


James L. Dennis / Enid Dennis
1015 Charlotte Avenue #141
Rock Hill, SC [29732-9998]
(803) 981-4189
Appellants in Propria Persona

**PROOF OF SERVICE
OF
RECORD ON APPEAL**

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[In The Supreme Court]

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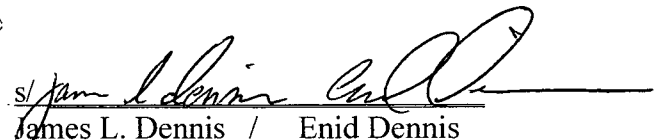
HSBC MORTGAGE
SERVICES, INC

Respondent,

PROOF OF SERVICE

We certify that We have served the Amended Record on Appeal upon the SC Court of Appeals via Hand Delivery with copies sent to the attorney of record for the Respondent by depositing a copy of it in the United States Mail, postage prepaid, on the date set forth below, addressed to the attorney of record Nikole H. Boland of Riley, Pope & Laney, LLC, 2838 Devine Street Columbia SC 29205.

August 19, 2013


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