

Feb 10 2025

SC Court of Appeals

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

US Bank National Association

(b) County of Residence of First Listed Plaintiff Kentucky (county unknown)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Hutchens Law Firm
PO Box 8237, Columbia, SC 29202,
(803) 726-2700

DEFENDANTS

Tracie, L. Green; Cardinal Pines Homeowners' Association, Inc; Palmetto Citizens Federal Credit Union

County of Residence of First Listed Defendant Out of State (New York)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

ProSe (Tracie), PO Box 521, 1585 Central Park Ave, Yonkers, NY 10710, (803) 361-0602
Richardson Plowden Law Firm, PO Drawer 7788 Columbia, SC 29202, (803) 771-4400

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State PTF DEF 1 1 Incorporated or Principal Place of Business in This State 4 4
Citizen of Another State 2 2 Incorporated and Principal Place of Business in Another State 5 5
Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 USC 1446

Brief description of cause: Are the elements of fraud satisfied in this foreclosure case?

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Sherri A. Lydon DOCKET NUMBER 3:22-cv-04215-SAL

DATE February 7, 2025 SIGNATURE OF ATTORNEY OF RECORD (ProSe Defendant) [Signature]

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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

US Bank National Association,

Complaint for a Civil Case

against

Tracie, L. Green;
Cardinal Pines Homeowners' Association, Inc;
Palmetto Citizens Federal Credit Union

Case No. _____
Jury Trial: Yes

CIVIL COVER SHEET ATTACHMENT

I (c). Plaintiff Attorneys

Hutchens Law Firm
PO Box 8237
Columbia, SC 29202
Telephone (803) 726-2700
John S. Kay (SC Bar No. 7914)
Ashley Z. Stanley (SC Bar No. 74854)
Alan M. Stewart (SC Bar No. 15576)
Sarah O. Leonard (SC Bar No. 80165)
Gregory Wooten (SC Bar No. 73586)

Defendants Attorneys

Tracie L. Green, Nurse
(ProSe Defendant)
PO Box 521
1585 Central Park Ave
Yonkers, NY 10710
(803) 361-0602

Palmetto Citizens Federal Credit Union
Nelson Weston, Richardson Plowden Law Firm
PO Drawer 7788
Columbia, SC 29202
(803) 771-4400

VI. CAUSE OF ACTION (Statement of Claim)

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

US Bank National Association,

Complaint for a Civil Case

against

Tracie, L. Green;
Cardinal Pines Homeowners' Association, Inc;
Palmetto Citizens Federal Credit Union

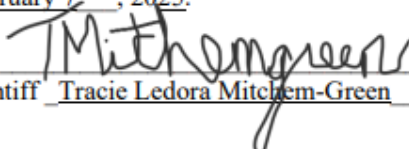
Case No. _____
Jury Trial: Yes

This Notice of Removal is being filed in this action due to the raise of an overarching federal question as well as diversity of citizenship which are both federal jurisdiction pursuant to 28 U.S.C. Codes, 1446, 1332 and FRCP 60.

Certification: Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: February 7, 2025.

Signature of Plaintiff 
Printed Name of Plaintiff Tracie Ledora Mitchem-Green

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

US Bank National Association,

Against

Tracie L. Green;
Cardinal Pines Homeowners' Association, Inc;
Palmetto Citizens Federal Credit Union

2022CP3200784

NOTICE OF REMOVAL

Removed from:

South Carolina Court of Appeals, County of
Lexington/Richland County

To: The Clerk of the United States District Court for the District of South Carolina

TRACIE L. GREEN'S NOTICE OF REMOVAL

Tracie L. Green, as a ProSe Defendant, hereby removes this case from the South Carolina Court of Appeals to the United States District Court for the District of South Carolina, pursuant to 28 U.S.C. Codes, 1446, 1332 and FRCP 60.

1. The pending action is styled *US Bank National Association v. Tracie L. Green; Cardinal Pines Homeowners' Association, Inc; Palmetto Citizens Federal Credit Union*, Case#2022CP3200784, on appeal—from the State of South Carolina County of Lexington Court of Common Pleas, located at 205 East Main Street, Lexington, South Carolina 29072—before the South Carolina Court of Appeals, located at 1220 Senate Street, Columbia, South Carolina. A true and correct copy of the summons, complaint, and CARES ACT certification are attached as **Appendix A**.
2. As explained below, this Court has original subject matter jurisdiction over this civil action because the case involves important federal questions since the complaint charges Tracie L. Green breached a mortgage contract causing a deficiency; and the charges involve alleged federal and state law violations that have a federal preemption defense. In addition, diversity of citizenship is a factor, as Tracie is a resident of the state of New

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York. Moreover, co-defendants Cardinal Pines Homeowners' Association, Inc and Palmetto Citizens Federal Credit Union have never contested requests to transfer to Federal jurisdiction.

3. This case appears to be unique in nature, as multi-level fraud appears to be at work. As explained below, removal is required.

I. THE NOTICE OF REMOVAL IS TIMELY

4. This removal is timely, since it is filed within 30 days of the January 29, 2025, order denying Defendants motion to vacate judgement and within 10 days—of January 30, 2025, the date in which this Defendant was notified of the said order—to file an appeal.

II. VENUE IS PROPRER IN THE DISTRICT OF SOUTH CAROLINA

- III.** Under 28 U.S.C. 121, the United States District Court for the District of South Carolina is the proper venue for removal under 28 U.S.C. 1446 because the District of South Carolina encompasses Lexington and Richland Counties, where this state action is currently pending.

IV. BACKGROUND

5. Though the Defense appeals the entirety of the January 29, 2025 Order Denying Motion to Vacate, the Court stated the following:

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Rule 60, SCRPC provides typical motion to vacate fact and legal patterns. *Fraud, mistake, Inadvertence or excusable neglect are reasons to grant, as is lack of subject matter jurisdiction. The court note that "Relief is granted for extrinsic fraud because it prevents full litigation of the case. Intrinsic fraud does not invalidate the judgement because that type of deception should have been discovered during the litigation itself...The fraud must be established by clear and convincing evidence and the movant must also show a meritorious defense. South Carolina Rules of Civil Procedure Second Edition by Professor James E. Flanagan University of South Carolina School of Law, Page 486. (1996).*

Thereby, the Defense will focus on the fraudulent activity, though the Defense remains in stark objection to the entirety of both the November 14, 2024 Summary Judgement Order for the Plaintiff and the January 29, 2025 Order Denying Motion to Vacate (see **Appendix B**). The Defense has already detailed its objection to the Summary Judgement order in the documents recently returned to the Supreme Court of the United States after this Defendant noted what appeared to be additional fraudulent activity. A response is pending.

Extrinsic and Intrinsic Fraud

6. The foreclosure complaint is against this Defendants home, located at 123 Cardinal Pines Drive, Lexington, South Carolina 29073. According to the April 11, 2022 Letter from U.S Department of Housing and Urban Development/Federal Housing Administration (HUD/FHA), US Bank National Association was responsible for reviewing this Defendant's financial situation, determininng the appropriate assistance option, and

IN THE UNITED STATES DISTRICT COURT
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assisting this Defendent in completing the selected option. US Bank National Association failed to comply with the latter two steps.

7. On October 6, 2021, a pleasant US Bank National representative abruptly hung up on this Defendent during the recorded conversation. Then, after receiving notice of a Partial Claim Approval, this Defendent sent an email to US Bank National Association on October 24, 2021 requesting more information and inquiring about being hung up on when recorded conversations had previously occurred. US Bank National did not respond; again, failing to comply with HUD/FHA guidelines by not providing the requested assistance.
8. After conducting self-initiated research into Partial Claims Approval, this Defendent uncovered US Bank National error as this Defendent indeed did not qualify for the COVID-19 Recovery Standalone Partial Claim, as she was unable to resume making current monthly mortgage payments as specified in HUD 21-115, dated July 23, 2021, Public Release Notice entitled "Federal Housing Administration Announces Additional COVID-19 Recovery Options for Homeowners." Enlightened, this Defendent emailed US Bank National Association on November 9, 2021, requesting a COVID-19 Loan Modification. US Bank National Association responded with a request for this Defendent

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to submit a new Mortgage Assistance Application.

9. This Defendant received another packet from US Bank, dated November 12, 2021 regarding continuation of the Partial Claim with around \$894 due December 1, 2021. On December 6, 2021, after receiving notifications that taxes and insurance had been paid but no response to the request for a loan modification, this Defendant sent a follow-up email to US Bank National Association requesting a loan modification as per FHA guidelines again.
10. On February 14 and February 15, 2022, this Defendant requested clarification of the need to submit another application; requesting again COVID-19 loan modification due to not qualifying for the partial claim as outlined by the HUD/FHA. Again, US Bank National Association did not respond.
11. Around February 18, 2022, this Defendant contacted HUD/FHA, to assist in conflict resolution, also informing them of the following unusual circumstances surrounding communications with US Bank National Association:
 - October 24, 2021— a pleasant US bank representative abruptly hangs up because the call was being recorded (even though notified of the recording at the initiation of the call).

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- December 7, 2021—a certified default letter from US Bank National Association, (dated December 3, 2021), giving this Defendent until January 2, 2022 to pay over \$17,000 with the remnants of a removed return receipt was retrieved from the mailbox. Then on December 28, 2021, receiving a letter from US Bank National Association, extending the date I needed to pay a total of \$17,372.34 from January 2, 2022 to January 23, 2022.
- December 30, 2021—Retrieved from the mailbox a notice of certified mail from US Bank National Association: “12/29/21 Sorry we missed you while you were out” notice. Though this Defendent does not recall anyone coming to the door on the said date. A trip to the Post Office later revealed the mail to be a certified copy of the December 28, 2021 letter referenced above.

12. A case was opened (#461-5967115/Ticket #CAS-9985611). However, US Bank National proceeded to file the Summons for Foreclosure with the State of South Carolina County of Lexington Court of Common Pleas on March 4, 2022. The HUD/FHA case was closed due to the HUD/FHA inability to get involved in a legal dispute.

13. Despite being informed of erroneous information in the November 14, 2025 Judgment Order, Lexington County Courthouse persists in publizing the errors, which continues to

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defame this Defendants character. The errors are:

14. Attorney Appointment and Guardian Ad Litem appointment. This Defendant's

November 15, 2024 response reads:

Be it known, I never requested an attorney be provided for me; ...I ask again for the erroneous statement regarding the guardian ad litem to be corrected, please. Here again is the filed copy of USBank's demand that I file for the guardian ad litem...[was included in the summons and complaint]

Yet the errors remain available for public viewing. This is fraud.

15. As detailed in the January 31, 2025 Amended complaint filed with the US Court of Appeals, the Defendant's non-inclusive list of issues are as follows (with associated documents submitted for filing listed; NOTE: During the **virtual** Motion to Vacate hearing, the Defense was banned and sternly warned not to repeat topics already verbalized, thus repetitive items are not listed. However, the below occurrences were **REPETITIVE** in nature, of which the Court failed to adequately and appropriately address despite MULTIPLE requests from this Defendant):

1 22 25 CD3. PDF, CEASE AND DESIST No. 3 [UPDATED Criminal Complaint, Charges Requested with Certificate of Service] (4 pages)

- 1. Discrimination, made to provide court reporter though informa pauperis status.*
- 2. Fraud, missing/altered documents; printing e-filed documents.*
- 3. Fraud, suspected association to Federal Case 3:20cv00054 BJDPDB.*

1 14 25 Response.pdf, DEFENDANT'S REBUTTAL, Motion for Dismissal with Prejudice

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and Certificate of Service (75 pages)

4. *Fraud, Plaintiff did not provide Defense with copy of PLANTIFF'S OBJECTION TO THE DEFENDANT'S MOTION TO VACATE JUDGEMENT, FILED JANUARY 13, 2025 1251PM*
5. *Fraud, Supreme Court jurisdiction active February 2023 -August 19, 2024. (detailed below)*
6. *Fraud, blatant illegal, unlawful activity ignored. (detailed below)*
7. *Fraud, concurrent jurisdiction proper procedure violated as per 15 U.S. Code 3612 and 45 U.S. Code 56.(detailed below)*
8. *Fraud, court activity ceased while case at District Court and Court of appeals; inconsistent with activity that occurred while at Supreme Court of the United States.*

[11 3 24 Defendants' Proposed Order, entitled MASTER'S ORDER AND JUDGEMENT FOR DEFENDANT, (8 pages) based on SC Code 15-36-10 was rejected by Judge Spence]

9. *Fraud, US Bank National intentionally offered COVID-19 Recover Standalone Partial Claim instead of COVID-19 Loan Modification as per July 23, 2021, HUD 21-115 Public Release Notice Federal Housing Administration Announces Additional COVID-19 Recovery Options for Homeowners. US Bank National ignored Defendants' multiple notices of the same.*
10. *Fraud, lawsuit is malicious in intent, filed 14 days after Defense contacted FHA/HUD to assist in conflict resolution.*
11. *Fraud, 7/13/22 Motion to Change Venue to Federal Jurisdiction; 8/22/22 allegations of perjury, mockery of judicial process, state law, and federal law; intentional non-adherence to federal guidelines; predatory lending; targeting/malicious intent; federal tampering never addressed by Court/Judge Spence.*
12. **Multiple Frauds* ["First Summary Judgement Attempt" (just 5 months after filing foreclosure lawsuit):**
 - a. ** 8/3/22, Defendant received US Bank National's certified Notice of Home Acquisition in 60 to 90 days, dated July 28, 2022.*

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- b. 8/3/22, Defendant submitted concern in filing Response to U.S. Bank National Certified Mail Letters, Dated July 28, 2022 (1 page).
- c. *8/20/22, Defendant received a Notice of Foreclosure Hearing before Judge Spence for 9/13/22, with the said notice being filed 2 days earlier (on August 18, 2022).
- d. 8/22/22, Defendant submitted 95-page "Notice of Home Acquisition" detailing unlawful activity.
- e. * 9/1/22, Clerk of Court filed Defendant's 8/22/22 document (10 days after submitted). On same day, US Bank National via Attorney Kay filed a **NOTARIZED Attorney Affidavit of Fees** stating "A hearing was held by the Master, who requires an order to be proposed by Plaintiff Counsel." DEFENDANT WAS NEVER NOTIFIED OF THIS HEARING AND NEVER RECEIVED PLAINTIFF PROPOSED ORDER, but did receive Plaintiff's 7/28/22 Notice of Pending Acquisition earlier. This indicates said meeting likely occurred in July 2022, without Defense knowledge or lawful participation.
- f. * 9/13/22 Foreclosure Hearing cancelled, Status Conference held in its place.
- g. *Less than 48 hours later, 9/14/22 1043pm, Judge McLeod struck case from active roster, causing direct conflict with Judge Spence directives.
 - i. Order for dismissal if not restored to active roster in 180 days due to non-compliance.
- h. *Case restored to active docket February 2, 2024 (past the 180-day timeframe), with the Order restoring to active roster being dated February 28, 2023.
- i. After Defense raised concern, the following occurred:
 - i. * 2/25/24, Clerk of Court removed all documents indexed online (i.e. not downloadable).
 - ii. *Clerk of Court changed name of Defendant's indexed documents to
 - iii. generic labeling, while name of Plaintiff's documents remained unchanged with detailed labeling.

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- iv. **Court ignored Defendants' 3/15/24 Motion to Dismissal with Prejudice due to Judge McLeod's order and simultaneous, concurrency with Federal jurisdictional proceedings. Motion hearing's were not held for Defense motions, only Plaintiff's initiated motions, as 1/24/25 Motion hearing is the second hearing Defendant is aware of since the 3/4/22 filing of this case.*
- j. **Referral to Master-In-Equity Judge Spence occurred with agreement between Plaintiff and Clerk of Court Mona Huggins. Defense never consented to case transfer. *Court never addressed this concern, though requested by Defense.*
- 13. *Fraud, Clerk of Court filed Defendant's Motion to Move to Inactive Roster, dated 2/6/24, six days later, on 2/12/24; whereas Plaintiff's Motion for Summary Judgement was filed and indexed on 2/7/24.*
- 14. *Fraud, Judge Spence reminded of pending Federal proceedings (RICO case, Supreme Court Notice of Removal); Plaintiff breeching FHA/HUD COVID-19 guidelines, multiple "Summary Judgement" attempts; partial treatment with Clerk of Court (missing documents; altered documents; electronically filed documents not electronically filed).*
- 15. *Fraud, 1 14 25 Defendants Motion for Dismissal with prejudice ignored by Court.*
[11 18 24 Response email correspondence, entitled Notice to Cease and Desist/Motion to Reconsider [detailing errors noted in Judge Spence 11 14 24 Judgement Order for Foreclosure], requesting correction ignored.
- 16. **Multiple Frauds***, *Judge Spence Judgement Order document continued to be profiled publicly until January 24, 2025, despite Defendant's notifications.*
 - a. **Page 2 of Judge Spence Judgement Order states Defendant failed to show up for Summary Judgment Hearing, but fails to mention Defense present via phone(even speaking with Judge Spence directly) due to Court refusal to acknowledge the notice of restraining order issued by Defense, limiting ability to be in person because of safety concerns.*
 - i. *Defendant details barring by Judge Spence in the Notice to Cease and Desist/Motion to Reconsider document, though Defense still*

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*attempted to attend due to Judge Spence not honoring the notice of
restraining order.*

- ii. **Court ignores and fails to intervene in Defense report of
persistent filing issues with Clerk of Court, fraudulently filed
Summary Judgement by Plaintiff, mail fraud concerns, motion to
reconsider judgement. Motion hearing was not scheduled.*

*[1 6 25 CEASE AND DESIST No. 2 [Criminal Complaint, Charges Requested with
Certificate of Service]*

- 17. *Fraud, details Judge Spence operating on case actively being evaluated by
Federal court **despite repeated notifications from Defense** (as discussed above)*
- 18. *Fraud, details Judge Spence 3/29/24 permitting Zoom attendance to Summary
Judgement Hearing then changing his mind, knowing it would bar Defendant's
attendance, due to out-of-state residency, safety concerns, and financial
limitation.*
 - a. *Fraud, this was doubled as Judge Spence stated all outstanding motions
would be heard. Thus, Judge Spence knowing majority of the motions
were Defendant-derived, gives rise to possible reason Defendant was
barred from 6.21.24 Summary Judgement Hearing by Judge Spence.*
- 19. *Fraud, court documents do not indicate that anyone, including Judge Spence,
ever contacted law enforcement given the multiple reports of targeting, criminal
activity, and harm reported by the Defense.*
- 20. *Fraud, Defense request for Judge Spence to assist in getting June 14, 2024
submitted document filed and indexed online by Clerk of Court never addressed to
Defense's knowledge.*

*In Summary, Pursuant to SC Code Title 14 Chapter 11 and Rule 60 of the SC Rules of
Civil Procedure, the Court erred by not vacating the November 14, 2024, judgement
for foreclosure with prejudice due to fraud, misrepresentation or other misconduct of
listed and unlisted adverse parties in this case as detailed above.*

Communication with the Court on January 30, 2025 at 5:56am

Good Morning:

IN THE UNITED STATES DISTRICT COURT
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1. Judge Spence, have you ruled yet? I have not been notified however, I notice US Bank filed a Master Order 1.29 25 1636, which appears to indicate your judgement remains with the Plaintiff?

PLEASE PROFILE JUDGE SPENCE RULING ONLINE.

2. Public Index shows multiple filings but NO documents are indexed. I repeat, ALL DOCUMENTS HAVE BEEN REMOVED.

<https://publicindex.sccourts.org/lexington/publicindex/filings>

CLERK OF COURT, PLEASE RETURN ALL DOCUMENTS ONLINE.

*Judge Spence's 13-page order for the Plaintiff (denying Motion to Vacate Judgement for foreclosure), was delivered via email at 1131am with a confidentiality clause instead of being indexed online as previous orders, despite this order being in response to a **public** hearing. A Request for Production is being issued.*

16. The Defense stance is that the Court very well could have permitted this Defendants attendance to the Summary Judgement Hearing on June 21, 2024 but declined to (again, directly contradicting what the Court had already granted in March 2024). This is fraud.
17. The Clerks Office, responded that all documents were online, this Defense stands by its repetitive statements of documents either not being filed, delay-filed, or being removed from the public index online, as is also notated in federally-filed documents; yet, the fraudulent activity persisted and is the only reason Plaintiff was able to file Summary Judgement on February 7, 2024. Whereas Plaintiff Motion to Move to an Inactive Roster,

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originally filed on February 6, 2024 was not filed and indexed online until February 12, 2024. All of this the Court was made aware of on multiple occasions, yet this case remained active.

18. In respectful objection of order denying the motion to vacate, the court reports that only this Defendant and Attorney John Kay were present. This is an error, as Plaintiff Attorney Gregory Wooten, and Defendant supporters Donna Washington Farmer and Ms. Givins were in attendance. This can be corroborated with the court transcript, however; fraud also plagues this process as follows:

- Defense being mandated to provide a court reporter until presenting the court with a notarized order acknowledging the Defense's in forma pauperis status. It is important to note here that the Defense was in objection the Hearing on the Motion to Vacate Judgement due to the severity of fraudulent activity and communication with the Supreme Court of the United States being incomplete, which still persists. Yet, Lexington County Courthouse persisted in state court activity anyway. As with the Plaintiff ignoring Defendant's requests, Lexington County Courthouse has ignored Defendant-issued Cease and Desist notices, particularly in the Summary Judgement order, ultimately defaming the Defenses

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character and persisting in displaying the errors in its public index online and daring to restate the errors in the order denying Motion to Vacate. There errors are as follows:

- Here are email correspondences between the Defense and the Garber Court

Reporting Agency on January 26, 2025 and January 28, 2025:

1.26.25

Dear Garber Reporting,

- 1. Please advise on all transcript details and costs for Case #2022CP3200784 Lexington Courthouse Common Pleas.*
- 2. Below is a prior related contact, dated July 22, 2024. No response was received.*

[end]

1.28.25

Good Morning Mr. Greathouse,

Your 1.27.25 929am response was received and is summarized as follows:

- 1. Garber Reporting did not receive my July 2024 communication.*
- 2. Two hearing transcripts exist--*
 - a. 6.21.24, \$347.16 (digital copy)*
 - b. 1.24.25, completion pending.*

In response:

- 1. How many pages is the 6.21.24 transcript? Time duration?*
- 2. When will the 1.24.25 transcript be completed? Cost?...*

[end]

1.28.25 (Second Email)

Mr. Greathouse,

IN THE UNITED STATES DISTRICT COURT
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Thank you, Sir; I received your 936am correspondence. So what I understand is this:

- 1. The 6.21.24 transcript is 98 pages long, plus 8 exhibits, lasting over 2 hours. The reporters appearance fee has been paid and was EXcluded from the \$347.16 quoted price.*
- 2. The 1.24.25 transcript turnaround time is standardly 20 business days (approximate ready date 2/21/25). However, that you are aware of the attorney who scheduled the reporter has no decided if he wants a transcribed copy. Thus, the "ready date" time clock does not start until you receive a request for transcription. IF the scheduling attorney declines transcription, then I may request transcription, at an increased cost, including but not limited to paying for the "sealed original" transcript that would be provided to the Court. Please correct me if I am wrong.*

My response:

- 1. How much is the total cost for the 1.24.25 transcript, if the scheduling attorney declines transcription, everything included?*
- 2. What is the procedure if corrections are required/requested?*
- 3. What is the procedure for criminal cases?*

[end]

1 28 25 (Third Email)

Mr. Greenhouse,

Please forgive the detailed questions, Sir, as I am just trying to get a clear picture of the process and costs. I received your 240pm email; here is what I understand (again, feel free to correct me where I am wrong):

- 1. The exact cost of the 1 24 25 transcript is unknown. As per estimates, 115 pages may range between \$450 to \$800.*
- 2. A Errata sheet can be attached to the transcript for items requested to be corrected, though not usual for hearings. The Errata sheet will then be shared with all parties, but are not actually corrected in the transcript.*

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My response to your request for clarification of my question regarding criminal cases: What I am requesting is is the procedure to obtain transcripts the same for criminal cases?

Thank you, Mr. Greenhouse, for your quick response and patience with the successive emails.

The Defense stance is the details provided by communication with the Garber Court reporter agency was not provided by the Plaintiff or the court, as the Defense made it clear of its inability to pay any legal fees. Now that the transcript has been taken, the Defense is obligated to request and pay for a transcript, given the level of fraudulent activity.

19. In summary, multi-faceted extrinsic and intrinsic fraud is clearly evident. Foremost, US Bank National certifying that it had complied with federal COVID-19 guidelines when in fact it had not, raises deliberate, malicious intent, as evidenced by Defense's multiple requests for assistance and explanation of partial claim approval going unanswered; and US Bank National Association refusing to comply with federal COVID-19 guidelines—specifically in HUD 21-115, dated July 23, 2021, Public Release Notice entitled “Federal Housing Administration Announces Additional COVID-19 Recovery Options for Homeowners”, which instructs loan modification was the appropriate program the Defense qualified for. Based on these facts alone, this case should have been dismissed over three years ago, in 2022, soon after the March 4th filing date. Instead, Summary

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Judgement as well as Motion to Vacate the Summary Judgement orders have been granted, which are evidentiary of fraud.

20. Although some manners are reptitious, the Defense requests the Courts patience as the Plaintiff and state Court's awareness of fraudulent activity, with a lack of intervention, is presented. In the *Writ of Certorari to US District Court of South Carolina*, *Writ of Certorari to US Court of Appeals for the Fourth Circuit*, and *Supplement Brief with Appendix* documents submitted to the Supreme Court of the United States, the following case occurrences are highlighted:

- The March 4, 2022 summons certified compliance to applicable law(s), despite US Bank National being informed on more than one occasion of the error in offering this Defendent a Partial Claims instead of a loan modification as outlined by HUD/FHA.
- This Defendent receiving:
 - i. a Notice of Pending Acquisition dated July 28, 2022;
 - ii. a Notice of Foreclosure hearing filed August 18, 2022, to review facts before Master-in-Equity James Spence so a final judgment can be entered.
 - iii. A Notice of the hearing being cancelled and a Status Conference

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scheduled in its place **after** this Defendant filed the following response
(submitted on August 22, 2022 but not filed by the Clerk's office until
September 1, 2022):

Question: If US Bank National, ...has acquired the rights to 123 Cardinal Pines Drive, Lexington, SC 29073 [DATED 7/28/22 AND NOT FILED WITH THE COURT], then why now has US Bank National scheduled a meeting [FILED 8/18/22] with the Honorable James O. Spence, Master-in-Equity, "...for the purpose of taking testimony, finding of facts and conclusions of law and to enter final judgment therein without further order of the court"? Has not US Bank National already obtained a final judgement without lawful judicial process? .

- iv. Also filed September 1, 2022, a notarized Affidavit of Attorney Fees, Number 4 Section A "Nature, Extent, and Difficulty of Legal Services Rendered", where US Bank National Association admits to attending a meeting held by the Master in Equity, that this Defendant was not made aware of.
- The Status Conference filed and posted on the State of South Carolina County of Lexington Court of Common Pleas public index, whereas the Notice and subsequent cancellation of the Foreclosure hearing not being filed and posted online.
 - This Defendant's 95-paged document, *Notice of Home Acquisiton*, being filed September

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1, 2022 801AM, though delivered to Lexington County Courthouse on six days prior.

- Lexington County Courthouse never addressing this Defendants multiple, filed objections to this case being referred to the Master-in- Equity, dating as far back to May 23, 2022; instead requesting a Jury trial. Other unanswered Motions and filed requests include:
 - Enforcement of Notice to Compel, filed April 20, 2022.
 - Motion for Jury Trial with Permission to Release Documents, filed May 23, 2022.
 - Enforcement of First Request for Production, filed June 20, 2022.
 - Online posting of Plaintiff's Responses to First Set of Requests for Admissions, dated July 12, 2022.
 - Enforcement of Second Request for Production, filed July 13, 2022.
- On June 8, 2022, Clerk of Court representative denied this Defendent the right to file *Response to Notice of Denial of Loss Mitigation* (30 pages) due to double-sided printing [though double-sided printing was accepted previously].
- On July 1, 2022, US Bank National [Plaintiff] filed *Order to Referee to Special Referee* [citing mutual agreement with this Defendent, which is incorrect as this Defendent was never informed]; order granted by Lexington County Courthouse on 7/5/22 [in FOUR DAYS, including a federal holiday]. NOTE: Despite being notified of this perjurious

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occurrence, Lexington County Courthouse did not attempt to correct this error.

- On the morning of July 6, 2022, documents electronically submitted to Lexington Courthouse not available for public viewing as of 7/7/22 1233 AM. [NOTE: Hand-delivered document, filed 7/6/22 832 AM, also not available for public viewing at 1233 AM [16 hour delay], but available at 232PM.]
- Multiple civil and criminal violations detailed in the 95-paged *Notice of Home Acquisition* [mailed 8/24/22; delivered 8/25/22; delayed filed 9/1/22, still not profiled online as of 9/5/22]
- As discussed in the *Supplemental Brief with Appendix*:
 - Clerk of Court Delay in Filing Submitted Documents
 - Delayed filing Defendant's Motion to Move to Inactive Roster, dated and submitted February 6, 2024 until February 12, 2024] thus permitting and accepting US Bank National Association to file Summary Judgment proceeding on February 7, 2024. Lexington County Courthouse then scheduled Status Conference [Summary Judgment proceeding] for February 27, 2024, one day after the Respondent's Brief of Opposition is due to Supreme Court of the United States.

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- Delayed filing Defendant's December 13, 2023 On Petition for Writ of Certiorari to US District Court of South Carolina [still not filed as of February 12, 2024].
- Judge Spence failure to intervene in disclosed partial treatment by Clerk of Court; in Attorney Weston blocking receipt of Supreme Court documents.
- Resumption of State Level Foreclosure Proceedings despite Current Supreme Court Proceedings [Respondent filed Motion to Resume Proceedings; and on February 7, 2024 Summary Judgment] with Judge subsequently ordering a Status Conference, scheduled for February 27, 2024 despite being notified of Supreme Court proceedings as well as Defendant's persistent objection to Master in Equity in lieu of a jury trial].

It is of importance to note that the Court reaffirmed in its January 29, 2025 order denying the Motion to Vacate Judgement that all motions not argued during the June 21, 2025 Summary Judgement and Motion Hearing are deemed abandoned. Yet again, the Court errors in not acknowledging it barring the Defense for the hearing directly caused abandonment of multiple Defense motions. This is fraud.

V. REMOVAL IS REQUIRED

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21. Pursuant to 28 U.S.C. Code 1446 and 1332, a case may not be removed “on the basis of jurisdiction more than 1 year after the commencement of the action, unless the district court finds that the plaintiff has acted in bad faith in order to prevent a defendant from removing the action.” In addition, as already acknowledged by the Lexington County Courthouse, extrinsic evidence is grounds for vacating judgment of which there was a plethora of evidence provided; yet this case remains active. In as much as a preliminary auction was held on February 3, 2025 despite the appeal to South Carolina Appeals Court, which discussed the elements to validate a stay. However, Lexington County courthouse declined to cancel the auction despite the Defense multiple requests.
22. Governing guidelines and oaths from both federal and South Carolina Appellate Court Rules (SCACR), have been violated.

Federal

- Ethics Policies, Code of Conduct for United States Judges and Judicial Employees (United States Courts Ethics Policies; Code of Conduct for United States Judges; Code of Conduct for Judicial Employees; Guide to Judiciary Policy, Vol 2A, Ch. 3)

...Judges may not hear cases in which they have either personal knowledge of the disputed facts, a personal bias concerning a party to the

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case, earlier involvement in the case...or a financial interest in any party or subject matter of the case...A judge should respect and comply with the law...should not allow family, social, political, financial, or other relationships to influence judicial conduct or judgement.

Employees of the Federal Judiciary are expected to observe high standards of conduct so that the integrity and independence of the Judiciary are preserved and the judicial employee's office reflects a devotion to serving the public...A judicial employee should not engage in any activities that would put into question the propriety of the judicial employee's conduct in carrying out the duties of the office. A judicial employee should not allow family, social, or other relationships to influence official conduct or judgement. A judicial employee should not lend the prestige of the office to advance or to appear to advance the private interests of others. A judicial employee should not use public office for private gain.

- Maintaining the Public Trust: Ethics for Federal Judicial Law Clerks, (2011)

Five (5) canons of Code of Conduct for Judicial Employees:

- *Uphold the independence and integrity of the judiciary and of your office;*
- *Avoid impropriety and the appearance of impropriety in all activities;*
- *Adhere to appropriate standards in performing your duties;*
- *Avoid conflict with official duties and the appearance of impropriety in all outside activities; and*
- *Refrain from inappropriate political activities.*

Scrupulously follow these canons and the other rules that govern your conduct. Do not assume that good intentions are enough... You are responsible for conducting yourself to stop, think, and evaluate before you take action ...that may have ethical implications ...

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- **Judge Oath** (Supreme Court of the United States)

I...do solemnly swear (or affirm) that I will administer justice without respect to persons, and do equal right to the poor and to the rich, and that I will faithfully and impartially discharge and perform all the duties incumbent upon me as ...under the Constitution and laws of the United States. So help me God.

South Carolina State

- Rule 502

Rule 1 Purpose. The regulation of judicial conduct is critical to preserving the integrity of the judiciary and enhancing public confidence in the judicial system. These rules provide the procedure for resolving allegations that a judge has committed ethical misconduct or that a judge suffers from a physical or mental condition which adversely affects the judge's ability to perform judicial functions...Rule 7 Grounds for discipline. (1) violate or attempt to violate the Code of Judicial Conduct or the Rules of Professional Conduct or any other applicable ethics codes. (9) Violate the Judge's Oath of Office contained in Rule 502.1, SCACR...Rule 8 Proof. Charges of misconduct or incapacity shall be established by clear and convincing evidence and the burden of proof of the charges shall be on the disciplinary counsel.

- Rule 407

Rule 3.1 A lawyer shall not bring or defend a proceeding or assert or controvert an issue therein unless there is a basis in law and fact for doing so that is not frivolous...[1]...also a duty not to abuse legal procedure.

- Rule 413

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Rule 7 Ground for discipline. (a) (1) violate or attempt to violate the Rules of Professional Conduct, Rule 407, SCACR, or any other rules of this jurisdiction regarding professional conduct of lawyers... Rule 8.4 (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects; (c) commit a criminal act involving moral turpitude; (d) engage in conduct involving dishonesty, fraud, deceit or misrepresentation; (e) engage in conduct that is prejudicial to the administration of justice; (g) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law.

- **Lawyers Oath** (South Carolina Bar):

...To opposing parties and their counsel, I pledge fairness, integrity, and civility, not only in court, but also in all written and oral communications; I will not pursue or maintain any suit or proceeding which appears to me to be unjust...I will maintain the dignity of the legal system and advance no fact prejudicial to the honor or reputation of a party or witness...I will assist the defenseless or oppressed by ensuring that justice is available to all citizens and will not delay any person's cause for profit or malice; so help me God...

23. The removal statute applies to foreclosure cases.

24. In foreclosure-removal cases requesting sanctions over 1 year after commencement of the action, the Court applies a two-step test: First, did the plaintiff act in bad faith in an attempt to prevent a defendant from removing the action? Second, has FRCP Rule 11 been violated with notice and a reasonable time to respond being provided? (28 U.S.C. Code 1446(a)(1)(3), 1332 (a)(1), and Federal Rules of Civil Procedure (FRCP) 11(c)(1))

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25. This case satisfies both of these elements.

A. State-Level Plaintiff US Bank National Association Acted in Bad Faith

Attempting to Prevent This State-Level Defendant From Removing The Action.

26. As discussed in detail above, US Bank National Association has attempted on more than one occasion to prevent this case from being removed. Some occurrences are re-highlighted here.

- July 1, 2022, US Bank National [Plaintiff] filed *Order to Referee to Special Referee* [citing mutual agreement with this Defendant, knowing this was a perjurious action.
- In July 2022, US Bank National Association sending an Notice of Acquisition knowing it violated the law, but not filing a copy with Lexington County Courthouse and the said Court not requiring a copy be filed after receiving notification. Preceding this occurrence, having met with the Master-in-Equity James Spence without the State-level Defendant receiving notice or being present, all knowing this was fraud.
- February 7, 2024, US Bank National Association filing for Summary Judgement without first providing this Defendant a copy, while having knowledge of

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Lexington County Clerk of Court delaying this Defendant's Motion to Move to Inactive Roster, filed February 6, 2024, the day before as well as knowing Lexington County Courthouse error in agreeing to resume the state-level case having knowledge that the Supreme Court Case was still ongoing. Again, all knowing this was a perjurious action. This Defendant's, February 26, 2024 *Defendant's Response and Rebuttal to Summary Judgement/Response to Email Communications/Motion for Recusal And Change of Venue (From State to Federal Jurisdiction) with Federal Investigation into ActiveTerrorism* highlights the persistent fraud:

*It is important to note that the status conference scheduled for Tuesday, February 26, 2024 was scheduled 5 hours 16 minutes after US Bank filed the Motion for Summary Judgement and 3hours 12 minutes after the NEF filing on February 7, 2024. In stark contrast, Lexington Courthouse was and remains silent to this Defendant's submitted Motion to Move to Inactive Roster on February 6, 2024. Moreover, these occurrences mirror, in reverse, the events that occurred after the initial status conference held September 13, 2022, in which US Bank National's Motion to Move to Inactive Roster was SIGNED BY YOUR HONOR JUDGE WALTON MCCLEOD ON THE SAME DAY AT 1043PM, **BEFORE** BEING FILED WITH THE COURT [filed September 15, 2022 939am] while this Defendants Motion to Change Venue, submitted months earlier on **JULY 13, 2022**, was filing delayed by two days, and NEVER addressed by the Court...*

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**B. FRCP Rule 11 Has Been Violated with Notice and Reasonable Time to Respond
Being Provided.**

27. After being sent to US Bank National Association via appointed Counsel and submitted to Lexington County Courthouse, this Defendant requested a Justice or the Supreme Court to address, the *EMERGENCY MOTION with Relief Requested by April 3, 2024: Petitioners' Motion to Stay Return to South Carolina, with transfer of State Level Proceeding to Federal Jurisdiction for the Petitioner*(March 26, 2024, 40 pages. FedEx #272679762263); with additional requested documents housed in attached *Appendix* (April 11, 2024; pages 1a-12a. USPS #9505512956084103758090), in which persistent fraudulent activity are discussed in detail:

*Suspected Document Tampering and Partial Treatment at Lexington County Courthouse... Thus, the above documents contain clear evidence of suspected **intentional** mishandling of court documents by Lexington County Courthouse as well as egregious legal and civil right violations, of which multiple South Carolina based judges have been made aware, yet the problems persist. In fact, according to the February 28, 2023 [not 2024] motion, signed by a Judge on February 2, 2024 that restored the state level case back to an active roster, it is noted that US Bank National—with Judge approval—wants the state-level case's appeal to remain in the confines of South Carolina, extend only to South Carolina's Supreme Court;. Why?*

In addition, the *EMERGENCY MOTION* included concerning events that occurred

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outside of judicial proceedings, prompting this Defendant to request a stay of Return to South Carolina.

Due to the evidence presented above—which clearly shows egregious safety breaches and the high probability of continuation if I return to South Carolina; and an immediate need for Federal transfer of all state-level court proceedings—this Emergency Motion is seeking for Chief Justice Roberts or the Supreme Court of the United States to stay my return to the state of South Carolina; and transfer South Carolina state-level proceedings to Federal Jurisdiction by April 3, 2024. Irreparable harm is imminent if the the Supreme Court does not intervene.

A response is pending. Additionally, there have been new occurrences that transpired recently, such as:

1. The Lexington County Assessors office changing the real estate tax from approximately \$800 to \$4000 based on a fraudulent mailing they reportedly received. The tax payment was due on January 15, 2025 to be paid by the Plaintiff. My requests for updates remain unanswered.
2. As noted with other entities outlined in the Writ of Certorari to the Distriict Court of SC, a new business CPI Security, reported an inability to retrieve the monthly payment from a Palmetto Citizens Federal Credit Union account. According tho to the said Bank, CPI Security last attempt to withdraw funds was September 2023. My requests for followup remain unanswered.

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3. In an associated racketeering case filed in New York, there appears to be a suspicious delay in processing, giving rise to yet another likely derailment attempt. Federal and State authorities are aware.

Ultimately, the preponderance of evidence indicates this case is overripe from removal to federal jurisdiction.

C. This Court Has Jurisdiction

28. The federal question is “Are the elements of fraud satisfied in this foreclosure case?” Specifically, is/was there a scheme to defraud, intent to defraud, a material false statement(s), reliance by victim on those statement(s), and resulting damages? The answer is unequivocally affirmative. Furthermore, US Bank National Association acting in bad faith in multiple attempts to prevent removal of the case to federal jurisdiction; some persons and members of the State of South Carolina persisting in showing clear hostility and unfair treatment toward this New York State Defendant, who resides in New York State now because of the said hostility. Appealing to SC Court of Appeals occurred only after the Court verbalized post judgement that an appeal had not been filed in the state Court of Appeals, completely ignoring this Defendants federal filings still pending with the Supreme Court of the United States. This appears to be yet another

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fraudulent occurrence. Ultimately, criminal charge requests have begun.

29. As stated numerous times, this foreclosure case mirrors the wrongful termination case, and in many instances my family and I are now being treated as the IMPs I cared for. Here is an excerpt from this Defendants Affidavit housed in Appendix D of the 12 26 23 Writ of Certorari to the US Court of Appeals for the Fourth Circuit submitted to the Supreme Court of the United Sstates. This excerpt is being disclosed as per the instruction provided that “nothing will be sealed in this court.” And has been on available to the public in its entirety beginning around January 2024:

- *On May 10, 2017, Case Management IMP #2 wrote a note regarding his concerns, including “What did Dr. Velchez say about the nursing issue? Because if there’s no change, then that’s why I feel my life is in danger.”; I notified Dr. Vilchez that same day. Moreover, I stayed in constant contact with Security and the multidisciplinary team, including but not limited to, physicians, HSA Corbin, Director of Nursing Meyer, and Regional Medical Director (RMD) Dr. Campbell regarding both case management IMP. For example, in an effort to maintain a positive, collaborative relationship with Security, on May, 19, 2017, I initiated a meeting with Colonel Morgan to address prolonged cell front visits with the two case management IMPs as well as to obtain clearance to bring in acetic acid for case management IMP #1 treatment of his unhealing wound. (Security clearance was obtained after medical approval was granted during the weekly Regional Provider tele-meeting.) At this time, Colonel Morgan verbalized his unsolicited concerns with the type of care he had seen Nursing staff provide to IMPs and encouraged me to begin writing Nursing staff up. I sent a subsequent email to Colonel Morgan (including Warden Clemmons) thanking the Colonel for letting me know about the Nursing staff suspect behavior and to check the Infirmary’s surveillance video footage for evidence of such suspect behavior witnessed by me.*

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I never received a follow up to this email; in fact, Colonel Morgan "retired" soon thereafter. My employer continues to refuse to produce this document despite my requests.

- On June 1, 2017, I completed a preliminary timeline and emailed a copy to RMD Campbell, Dr. Vilchez, and HSA Corbin. On June 2, 2017, in an effort to complete remaining case management duties (which were in addition to my standard duties), Dr. Vilchez granted me permission to work additional hours that weekend. (Similar to the physicians, I was considered an exempt employee, thus paid a set salary not based on actual hours worked because of the likelihood of significant fluctuations in hours, as hours worked were based on the healthcare needs of IMPs. Current Centurion of Florida/MHM Health Professionals employee, Licensed Practical Nurse Angela Bridges ("LPN Bridges")—a white female—said [LPN Bridges 17: 2-5]: "...if we were behind and had to catch up...then, yeah, we would come in on a Saturday...". While working on Saturday, June 3, 2017, I saw CHO Figueroa, who completed an assessment on the case management IMP. I completed this IMP's timeline on Sunday, June 4, 2017, and notified my medical supervisors, including Dr. Vilchez and Chief Health Officer (CHO) Figueroa. Taking an extra step, I called Dr. Figueroa to let him know I emailed him the timeline, that now required him to input his assessment findings. I repeatedly requested a copy of the case management timelines, but my employer refuses to comply with my request for production. The plan was for this case management IMP to be transported to an urgent ENT appointment the following morning, on June 5, 2017; and to send the updated timeline with Dr. Figueroa's assessment, to Dr. Ladele—a higher-ranking physician at another correctional institution who had assisted in coordinating this IMP's re-evaluation by a different ENT specialist. This was an urgent situation as this IMP was experiencing sequela—including photophobia, vomiting, and weight loss—likely due to impingement of orbital contents after sustaining bilateral orbital fractures. (This sequela was occurring in light of this IMPs care being delayed by CHO Figueroa two months earlier, who based his decision off of the initial ENT specialist suggesting the IMP was malingering.)*
- My June 5, 2017 7:24am email recounted, in detail, events that occurred upon my arriving at 2:50 am to comply with the request for written, detailed concerns regarding infirmary and nursing staff issues I noted while completing case*

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management duties on this Infirmiry IMP. My email—sent to RMD Campbell, CHO Figueroa, and Dr. Vilchez—detailed a well-orchestrated targeting event—of which I unknowingly foiled—on Case Management IMP #2, in which he ultimately was prevented from attending the urgent ENT appointment because both Nursing and Security staff had informed him of his pending transport. It was after sending this very email, that my work hours and exact whereabouts became a concern to my supervisors, Regional Administrators, and Security; and more targeting occurrences were directed at me. For example, my schedule changed drastically in less than 24 hours, including restricted areas and work schedule; abrupt schedule change after submitting Confinement Round report; and made to drive to and perform chart reviews on a Columbia Correctional Institution ARNPs documentation after only five months of employment.

- *On June 9, 2017, just 4 days after the foiled targeting event against Case Management IMP #2, I notified HSA Corbin, CHO Figueroa, and RMD Campbell that the computer I used was abruptly missing from the Main Unit Medical Admin office. I wrote of my mistreatment in my journal, as far back as February 1, 2017: “...Of note: I do not have an office; I was given the computer desk behind the door in the main office area. In order to get the computer working, I had to place a work order myself. Most of the time, I am over in the lab or using the conference table to complete work”. I was eventually compelled to install surveillance equipment in my vehicle due to safety concerns , as I experienced an intruder at my place of residence.*
- *On June 15, 2017, just 10 days after the foiled targeting event against Case Management IMP #2, I notified my supervisors that the internet cord, to an Annex computer I frequently used, went missing. It is important to note this computer was housed in a secured location, with other computers, but it was the only one missing an internet cord. On June 21,2017, just 16 days after the foiled targeting event against Case Management IMP #2, I assisted HSA Corbin exiting the institution, who stated she was in tears for being ejected from Suwannee by Warden Clemmons. According to OIG Investigator Allyson Skiles report, Centurion of Florida/MHM Health Professional allowed HSA Corbin to remain employed. This is further evidence of My employer's preferential treatment towards similarly situated white employees.*

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

US Bank National Association,

Against

Tracie L. Green;
Cardinal Pines Homeowners' Association, Inc;
Palmetto Citizens Federal Credit Union

2022CP3200784

NOTICE OF REMOVAL

Removed from:

South Carolina Court of Appeals, County of
Lexington/Richland County

30. In *God's Lawsuit Against America* (1983), Mr. Jimmy Swaggart recounts the following:

Hear the word of the Lord, ye children of America: for the Lord hath a controversy with the inhabitants of the land, because there is no truth, nor mercy, nor knowledge of God in the land. By swearing, and lying, and killing, and stealing, and committing adultery, they break out, and blood toucheth blood. Therefore shall the land mourn...

Mr. Billy Graham said "If God does not judge America, He would have to apologize to Sodom and Gomorrah."...*America, having known God, turned its back on God and then faced the judgement of God...America has known judgement only once...the civil war...we tend to forget...judgement came upon America because America was breaking the laws of God so badly in the realm of treating fellow human beings like animals (i.e slavery)...Abraham Lincoln vowed to God if He would help him, he would smite "this cancer" in America...The Supreme Court's Dread Scott Decision of 1857 said these words 'Although he may have a heart and a brain and he may be a human life biologically, a slave is not a real person...a Black man only becomes a real person when he is set free, before that time we need not concern ourselves about him because he has no legal right...if you think slavery is wrong, then no body is forcing you to be a slave owner but don't impose your morality on somebody else...a man has the right to do what he wants to do with his property (slaves)...isn't slavery really something merciful? After all every black man has the right to be protected. Isn't it better to never be set free than to be sent unprepared and ill-equipped into a cruel world?...Come up now to present time...the results are chilling...Hitler in the 1930s began to promote a new morality of Hickel, the German philospher...No action is right or wrong in itself. If a given action results in a desirable effect, it is ethically accepted. It was accepted...and set the platform for Hitler's Germany...the judicial system began to lean in this direction...and when Hitler could no longer successfully opposed, he set up killing centers....*

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

US Bank National Association,

Against

2022CP3200784

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Tracie L. Green;
Cardinal Pines Homeowners' Association, Inc;
Palmetto Citizens Federal Credit Union

31. For these reasons, this case is removable.

WHEREFORE, this case should be removed to United States District Court for the
District of South Carolina.

Respectfully submitted,

A handwritten signature in black ink that reads "Tracie Mitchem-Green". The signature is written in a cursive style with a large, stylized initial "T".

Tracie Mitchem-Green
ProSe Defendent

P.O. Box 521, 1585 Central Park Avenue, Yonkers, NY 10710
(803) 361-0602
Email: drgreen@myyahoo.com

February 7, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

U.S. Bank National Association,
PLAINTIFF,

vs.

Tracie L Green; Cardinal Pines Homeowners'
Association, Inc.; Palmetto Citizens Federal
Credit Union,

DEFENDANT(S)

SUMMONS

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO:

DEFICIENCY REQUESTED

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, P.O. Box 8237, Columbia, SC 29202, within thirty (30) days after service hereof, except as to the United States of America, which shall have sixty (60) days, exclusive of the day of such service, inclusive of any extensions provided by S.C. Supreme Court Administrative Order 2020-04-22-01 and subject to that Order's further amendment or revocation and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and 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 the Plaintiff immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

Appendix A

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this cause to the Master-in-Equity or Special Referee in/for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master in Equity or Special Referee is authorized and empowered to enter a final judgment in this cause with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

s/Sarah O Leonard

March 4, 2022

John S. Kay (S.C. Bar No. 7914)
Ashley Z. Stanley (S.C. Bar No. 74854)
Alan M. Stewart (S.C. Bar No. 15576)
Sarah O. Leonard (S.C. Bar No. 80165)
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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

U.S. Bank National Association,
PLAINTIFF,

vs.

Tracie L Green; Cardinal Pines Homeowners'
Association, Inc.; Palmetto Citizens Federal
Credit Union,
DEFENDANT(S)

COMPLAINT

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO:

DEFICIENCY REQUESTED

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this Honorable Court:

1. That 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; and that the Defendant(s) Tracie L Green is upon information and belief, citizen(s) and resident(s) of the State of South Carolina. That the Defendant, Cardinal Pines Homeowners' Association, Inc., is upon information and belief a corporation or other legal entity existing under the laws of South Carolina. That the Defendant, Palmetto Citizens Federal Credit Union, is upon information and belief a corporation or other legal entity existing under the laws of South Carolina.

2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.

3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Lexington, State of South Carolina.

4. That on or about June 9, 2014, for value received, Tracie L Green, did execute and deliver to U.S. Bank N.A., a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby Tracie L Green promised to pay to U.S. Bank N.A. the sum of One Hundred Twenty Thousand Nine Hundred Fifty-Seven And 00/100 (\$120,957.00), together with interest thereon at the rate of 4.75% per annum.

5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Tracie L Green, did execute and deliver on June 9, 2014 unto U.S. Bank N.A., a mortgage covering the following described property:

Legal description and property address:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot 6 on a Bonded plat of Cardinal Pines Subdivision prepared by Anderson and Associates Land Surveying, Inc., dated June 26, 2006, revised March 12, 2007 and recorded in the office of the Register of Deeds for Lexington County in Plat Slide 943 at Page 5. This further being shown on a plat prepared for Tracie L. Green by Anderson and Associates Land Surveying, Inc., dated June 12, 2007 to be recorded simultaneously herewith in Record Book 12135 at Page 7. reference to said plat is made for a more complete and accurate description, Be all measurements a little more or less.

Being the same parcel conveyed to Tracie L. Green from Hurricane Construction, Inc. by virtue of a deed dated June 29, 2007 and recorded July 3, 2007 in Deed Book 12135 at Page 8, in the Office of the Register of Deeds for Lexington County, South Carolina.

123 Cardinal Pines Drive
Lexington, SC 29073
TMS# 006614-01-006

6. Thereafter said mortgage was recorded on June 19, 2014, in Book No. 17023, at Page 139.

7. The above referenced instrument constitutes a first lien priority mortgage on the subject property.

8. Pursuant to South Carolina law, Plaintiff is entitled to enforce the terms of the subject note and mortgage.

9. That the Defendant, Palmetto Citizens Federal Credit Union, is made a party by virtue of a mortgage given by Tracie Ledora Green in the amount of Twelve Thousand And 00/100 (\$12,000.00) dated February 23, 2010 and recorded March 4, 2010, in Book No. 14125, at Page 135 in the Office of the Register of Deeds for Lexington County; thereafter, Palmetto Citizens Federal Credit Union subordinated it mortgage lien to the Plaintiff's mortgage lien by virtue of a

Subordination of Mortgage dated May 7, 2014 and recorded June 19, 2014 in Book 17023 at Page 152 in said records. Said lien is junior in priority to the Plaintiff's first mortgage lien.

10. That the Defendant, Cardinal Pines Homeowners' Association, Inc., is made a party to this action for any association liens or assessments recorded or unrecorded that are due or may become due in the future.

11. According to the terms and conditions of the said note and mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.

12. That under the terms and conditions of said mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

13. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

14. According to the terms of said mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

15. The monthly payments due on said note and mortgage are in default since April 1, 2020. Therefore, the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare, the entire balance of said indebtedness due and payable. There is due on said note and mortgage as of April 1, 2020 the sum of One Hundred Nine Thousand Sixty And 11/100 (\$109,060.11), interest at the current rate of 4.75% per annum from March 1, 2020 and the costs of collection associated with this action, including attorney's fees.

16. That the Plaintiff does not waive but specifically demands judgment against the Defendant(s), Tracie L Green, for the full amount found to be due to Plaintiff on the note and mortgage held by plaintiff, with the right to enter personal judgment against the Defendant(s), Tracie L Green for any deficiency in this action remaining after sale of the mortgaged premises.

17. The loan is not applicable for the Home Affordable Modification Program as that program sunset on December 31, 2016.

18. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

19. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

WHEREFORE, having fully set forth its complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein and:

(1) That the amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

(2) That the said Plaintiff's mortgage be declared a first lien priority mortgage and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.

(3) That the mortgaged premises be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale.

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with attorney's fees as aforesaid, and

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

Fourth, Plaintiff have judgment against the Defendant Tracie L Green for the full amount found to be due Plaintiff on the note and mortgage, with right to enter personal judgment against the Defendant Tracie L Green for any deficiency in this action remaining after sale of the mortgaged premises.

(4) For an Order directing and empowering the Sheriff of Lexington County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

(6) For reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(7) For an order satisfying any prior liens that may be of record, but have been paid in full.

(8) For such other and further relief as may be just and proper.

s/Sarah O Leonard

March 4, 2022

John S. Kay (S.C. Bar No. 7914)
Ashley Z. Stanley (S.C. Bar No. 74854)
Alan M. Stewart (S.C. Bar No. 15576)
Sarah O. Leonard (S.C. Bar No. 80165)
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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

U.S. Bank National Association,
PLAINTIFF,

vs.

Tracie L Green; Palmetto Citizens Federal
Credit Union,
DEFENDANT(S)

ORDER DENYING MOTION TO VACATE
C/A NO: 2022-CP-32-00784

MORTGAGE FORECLOSURE
DEFICIENCY REQUESTED

Plaintiff and Defendant argued Defendant's motion to vacate by Zoom Virtual hearing on January 25, 2025 attended by John S. Kay, Esq., attorney for the Plaintiff and Defendant, Tracie L. Green.

Lexington County does not have a staff court reporter. The parties to each case must pay for a court reporter. Plaintiff or Defendant may obtain a copy of the transcript of the hearing by contacting Garber Reporting Services, 3200 Devine Street, Suite 103 Columbia, South Carolina 29205, email: info@garberreporting.com and phone number (803) 256-4500 to arrange to pay the court reporter for the transcript.

Based upon the parties' arguments, exhibits presented, review and consideration of the case record filings and a review and consideration of those matters raised and argued by the parties, I find, rule, and order as follows:

1. The Court granted Plaintiff's Motion for Summary Judgement by November 14, 2024 e-filed Order. The Court has not received notice of any state court appeal.
2. Defendant's "Motion to Vacate Judgement for Foreclosure" was heard by this court, despite Defendant's argument that the motion did not comply with South Carolina Rules of Procedure.
3. This Court notes that while it considered all arguments raised by Defendant, all arguments were evaluated against what Defendant actually filed in her Motion to Vacate and analysis of motions to vacate case law and procedure.

Appendix B

4. **Rule 60, SCRCP provides typical motion to vacate fact and legal patterns.** Fraud, Mistake, Inadvertence or excusable neglect are reasons to grant, as is lack of subject matter jurisdiction. The court note that “Relief is granted for extrinsic fraud because it prevents full litigation of the case. Intrinsic fraud does not invalidate the judgment because that type of deception should have been discovered during the litigation itself, and granting relief whenever a witness’s testimony might have been misleading undermines the stability of all judgments. The fraud must be established by clear and convincing evidence and the movant must also show a meritorious defense.” South Carolina Civil Procedure Second Edition by Professor James F. Flanagan University of South Carolina School of Law, Page 486. (1996)
5. **Federal v State Jurisdiction.** Defendant argues this court has no jurisdiction to proceed while her federal court appeal (and any other agency type appeal) is proceeding. Defendant’s conclusion under these case facts is erroneous. Rule 41 (d) Federal Rules of Appellate Procedure, 28 USC App Fed. Procedure and Federal Local Rule 41 provides proper process/procedure to obtain a stay, noting that the motion should be denied without an articulated showing that the motion is not frivolous or merely filed for delay.
6. Defendant’s federal court action was dismissed and remanded back to the state court. It is important to note that there is no specific federal court order staying state court action.
7. **State Jurisdiction.** This case is a mortgage foreclosure. The Defendant was served with the summons and complaint in this case on March 8, 2022, but did not attempt to request a jury trial until May 23, 2022. (The Court again calls attention to and incorporates by reference the various matters filed and submitted in this case during the period under discussion). The Defendant also filed a second request for a jury trial on July 6, 2022. The pleadings filed by Defendant did not include any compulsory counterclaims.
Rule 38, South Carolina Rules of Civil Procedure provides that a party may demand a jury trial no later than 10 days after the service of the last pleading directed to such issue. I find that the Defendant did not request a jury trial in this case in a timely fashion. The Plaintiff’s case is one for foreclosure of a mortgage and was properly referred to this court by Order dated July 5, 2022. The Defendant was in default and there was no filed jury counterclaim. The Court also notes that after the matter was referred to Equity Court, the court set a September 13, 2022 hearing date. Once court determined the matter was

not uncontested, the court changed this hearing to a status conference. Defendant never told the court of a jury trial demand.

8. **Fraud.** While this court notes that Defendant has filed multitudes of documents, pleadings, motions etc., there is no persuasive claim or proof of fraud sufficient to grant a motion to vacate.
9. **Bank Fraud/ Acquiring Home.** Defendant's claim that Plaintiff committed fraud when Plaintiff sent the required federal notice of foreclosure process (generically referred to as "**Home Acquisition claim**") is a misunderstanding of both process and law. This form is a required form sent out to notify parties that the foreclosure process has started possible time parameters, and loss mitigation information. Some states are writ foreclosure states and the process is much quicker. South Carolina is a judicial foreclosure state that requires four (4) basic steps: (a) lawsuit filed (b) dispositive hearing held (c) property sold at public auction (d) Court delivers deed to purchaser after compliance. The Court explained this process at hearing to Defendant. Defendant still owns her home since the 4- step process has not occurred.
10. **Allegations of Clerk of Court Fraud.** Defendant argues that the Lexington County Clerk of Court has improperly filed, mislabeled or not filed certain un- specified documents, while filing all of Plaintiff's documents as submitted. The Court explained and finds, that (a) this court, without specific authority, does not have jurisdiction to tell Clerk of Court how to file documents. (b) this court explained, at hearing, that Lexington is in the state e-filing system. That system has a set number of Nature of Action (case subtypes) and Initiating actions when matters are e-filed. The Court notes that it is not uncommon to see entries submitted by attorneys and judges labeled "Order/Other" or "Filing/Other" presumably because Clerk staff is unable to determine the complete nature of the filing. The court finds no persuasive evidence that indicates Clerk of Court fraud or any other improper activity.
11. **Court Fraud/ requiring personal appearance at Summary Judgment / All outstanding hearing versus virtual appearance.**

The summary judgment motion was set as an all-day in person proceeding. This process had been discussed at status conference. Defendant's claim that she was barred from the hearing is completely false and without merit.

To the contrary, because of the nature of the matters e-mailed and filed, the court required her physical presence so that the court could listen, watch, evaluate all matters raised by Defendant in person, rather than to do so by a virtual hearing.

There is no absolute right to a virtual hearing for this type hearing. An in- person hearing also guaranteed that all parties, Plaintiff, Defendant and Judge, could see who else might be in the hearing. South Carolina has open courtrooms and any one can attend a hearing virtually or in person, but if they attend virtually, parties cannot always see and hear all activity as clearly as they could in person.

The Court would not separately schedule a motion every time Defendant filed such documents that were labeled motions or could be argued to be motions. This process is standard for the Equity Court. General practice is for Equity Court to set a single day/time to argue all outstanding motions.

The reason the Summary judgment motions was set for an all-day hearing was because the court allocated time not only for Plaintiff to present its motion, but to allow the remainder of the day for Defendant to argue any of the many motions, filing etc. on record, since this was motion hearing day on any and all motions to be argued.

Those motions not argued are deemed abandoned.

12. Defendant called the Court the morning of the hearing requesting to be allowed to appear virtually or by telephone. It is, and has been, this Court's policy to conduct contested matters in-person with a court reporter. The request by Ms. Green has been made several times previously and it has been explained to her that while a status conference can be

attended virtually since there is no swearing of witness, direct or cross examination etc., , this court's practice is that contested hearing must be conducted in-person.

13. Ms. Green has discussed in previous emails to the Court that she believes she cannot come to South Carolina for fear for her life. Ms. Green has indicated that the reasons for her belief extend from a racial component and a possibility of terrorist activity or something related to her previous work at a nursing home. The last reason she gave for not being able to appear in person was due to her limited finances. The subject of this foreclosure action is a parcel of real property located in Lexington County known as 123 Cardinal Pines Drive Lexington, South Carolina. This was the Defendant's address at the time of the filing of the action and is the location where she was served with the pleadings on March 8, 2022. The Defendant apparently moved to the state of New York at some point in the litigation and still maintains a residence in New York.

14. The Court now includes portions of the filed Summary Judgment Order for reference:

--The Court calls attention to and incorporates by reference Defendant's multitude of filings, motions or pleadings.

-- notes that court standard practice is to discuss court process that it is party's responsibility to argue any and all previously filed motions on the date of hearing. The Court takes notice that many motions are filed, then abandoned or resolved and not argued by the parties.

-- notes that the court notified parties by email that because it was a contested testimony hearing, then the hearing is in person, and

-- that the Court will address all motions raised and argued.

-- calls attention to the Summary Judgment hearing testimony where court questioned Plaintiff counsel about status of various filings.

--The Court further notes that since Defendant did not appear to argue the below filings/ or motions, since Defendant did not appear to argue these matters, the court deems these motions abandoned:

--**GAL.** The Defendant had previously filed a motion requesting that a Guardian ad Litem be appointed for her. A Guardian ad Litem was not appointed in this case, as the Defendant is not under a disability as would allow for the appointment of a GAL pursuant to the South Carolina Rules of Civil Procedure.

--**APPOINTED ATTORNEY.** The Defendant also appeared to argue that since she could not afford or obtain an attorney, then the court should appoint an attorney for her. While the landmark 1963 Supreme Court case *Gideon v. Wainwright* established that indigent defendants have a right to counsel in criminal cases, the extension of this right to a "Civil Gideon" in civil court cases has never been established. South Carolina has not adopted or established a right to a Civil Gideon (other than certain Family Court type cases etc.), so the Defendant does not have the legal right to have counsel appointed for her in this case.

--**CONTINUANCE.** This case has been continued numerous times at the request for the Defendant; however, there is no provision for a continuance to an indefinite date in the future when the Defendant might have funds to travel to South Carolina for a hearing.

-- **SAFETY.** With regards to the concerns the Defendant has about her safety at a hearing, the Court had advised the Defendant that a member of the Lexington County Sheriff's Department would meet the Defendant at her car in the courthouse parking lot and escort her safely to and from the courtroom to allay any fears she might have in appearing in court.

--**LOSS MITIGATION.** With regards to loss mitigation activities during the course of the foreclosure action, Plaintiff filed a Notice of Denial Loss Mitigation on May 20, 2022, pursuant to the requirements of the South Carolina Supreme Court Administrative Order for 2011. (Further note: During Motion to Vacate Plaintiff argued that Defendant did not complete all loss mitigation package(s) and further noted that some of Loss Mitigation was available only if property was owner occupied. Defendant acknowledges property has not been owner occupied since she moved to New York.)

-- **JURY TRIAL DEMAND.** The Defendant was served with the summons and complaint in this case on March 8, 2022, but did not attempt to request a jury trial until May 23, 2022. (The Court again calls attention to and incorporates by reference the various matters filed and submitted in this case during the rime period under discussion). The Defendant also filed a second request for a jury trial on July 6, 2022. The pleadings filed by Defendant did not include any compulsory counterclaims. Rule 38, South Carolina Rules of Civil Procedure provides that a party may demand a jury trial not later than 10 days after the service of the last pleading directed to such issue. I find that the Defendant did not request a jury trial in this case in a timely fashion. The Plaintiff's case is one for foreclosure of a mortgage and was properly referred to this court by Order dated July 5, 2022. Defendant did not appear on motion hearing date to argue this motion, so this motion was deemed abandoned.

-- **VENUE.** On July 15, 2022, Defendant filed a motion for change of venue in what appears to be an attempt to move the case to federal court from state court. The property in question is located in Lexington County and the Plaintiff's cause of action is for foreclosure of a mortgage on this property. Therefore, the proper venue for the case is the Court of Common Pleas for Lexington County, South Carolina.

-- **NOTICE OF REMOVAL.** On November 28, 2022, Tracie L. Green filed a Notice of Removal with the United States District Court for the District of South Carolina seeking to remove the within case to federal court. On December 2, 2022, United States Magistrate Judge, Shiva V. Hodges, issued a Report and Recommendation wherein the Court recommended the matter be remanded to state court for lack of subject matter jurisdiction and failure to follow the removal procedures in 28 U.S.C. § 1446. United States District Court Judge, Sherri A. Lydon, adopted the Report of the Magistrate Judge in its entirety and issued an Order on January 23, 2023 remanding the case to the Lexington County Court of Common Pleas.

-- **FEDERAL COURT NOTICE OF APPEAL.** On February 14, 2023, Tracie L. Green filed a Notice of Appeal to appeal the Order of Remand to the United States Court of Appeals for the Fourth Circuit. On October 2, 2023, the appeal was dismissed by the United States Court of Appeals for the Fourth Circuit. Thereafter, Green petitioned the United States Supreme Court for a writ of certiorari. The petition was denied by the United States Supreme Court by Order dated May 20, 2024.”

15. Why Court allowed virtual hearing rather than in person for Defendant’s Motion to Vacate?

The Court’s standard practice for virtual hearings is for the hearings to be virtual with in person option. Defendant’s motion to vacate was set for a one (1) hour period 4:00 p.m. -5:00 p.m. based upon court’s examination of the filed motion and belief that the argument should take an hour or less.

The hearing lasted until after 6:00 p.m. The court requested Defendant to summarize each reason to vacate to ensure the Court could consider all proper arguments. Instead, Defendant requested to read all or part of previous filings. The Court explained that it had read all the pleading, that the pleading were on file, and that Defendant did not need to read to Court this same information. Defendant then read all or a portion of filed pleadings. The Court then would summarize what court believed to be the focus of the reading. Then Defendant would ask to be able to further explain what she meant by what she wrote. The Court allowed some, but not all of these requests because the court had been copied with the previous filings, and some of the matters raised had already been raised and discussed previously.

The Court then directed Plaintiff—on or before end of day Monday the 27th-- to send Court and Defendant a confirmation list of matters raised by Defendant. Defendant would then have until end of day Tuesday the 28th to reply with any other Rule 60 s valid reasons to vacate.

Defendant requested additional time by email. The Court declined to grant, noting that this hearing was Defendant's Motion. Defendant had obligation to be prepared to present her arguments in an orderly fashion, not simply reading and then explain various filings. In addition, the court notified both Plaintiff and Defendant that they had the above-described time line, which gave them 2-3 days additional time to summarize information that should have been presented at the hearing.

16. Post hearing requested Issue Identification Compliance.

The parties responded as follows. The Court notes that while many issues were raised, the court evaluated the issues against (i) what Defendant filed in her Motion to Vacate (ii) Matters raised and resolved by Summary Judgement Order. (iii) Proper Legal Motion to Vacate Matters (iv) Matters barred by Defendant's failure to appeal in State court.

As directed, Plaintiff responded as follows:

Pursuant to the Court's instructions from Friday's hearing, I have listed the issues raised by Dr. Green in arguing her motion to vacate and I have listed those below:

1. Federal court vs. state court jurisdiction in the case and whether there is a stay of state court proceedings.
2. Notice of Pending Acquisition (NOPA) letter that Defendant received and whether there is a lack of due process.
3. Defendant claims she was barred from attending the summary judgment hearing.
4. Covid relief and loss mitigation issues.
5. Unknown hearing issue
6. Documents moved or removed online (public index)
7. Order of Reference issue
8. Order restoring the case issue
9. Unaddressed issues (motions or questions not addressed in previous hearings)
10. Notice filled by Defendant seeking Restraining Order
11. Defendant claims U.S. Supreme Court had jurisdiction and Plaintiff was barred from filing its motion for summary judgment

As directed, Defendant responded as follows:

1 28 25

RECEIVED:

1/27/25 1020am email from Judge Spence requesting Plaintiff and Defense resend documents to Joy Davidson and Equity Court; and Plaintiff [Bridgette Dull] 1049am email indicating all of Plaintiff documents are filed and indexed; if disagree, advise of titles of documents not indexed.

Sent to only 5 recipients, Plaintiff (Attorney John Kay's) 1/27/25 432pm correspondence recalled list of issues allegedly raised by this Defense during this case second Motion Hearing [known by Defense], held 1/24/25 are as follows:

1. Federal court vs state court jurisdiction, whether there is a stay of state court proceedings.
2. Notice of Pending Acquisition (NOPA) letter received by Defense, whether lack of due process.
3. Defense claim barred from attending summary judgement hearing.
4. COVID relief and loss mitigation issues.
5. Unknown hearing issue
6. Documents moved or removed online public index
7. Order of Reference
8. Order restoring the case
9. Unaddressed motions/questions not addressed during first motion hearing.
10. Defense Restraining Order notice
11. Defense claim US Supreme Court had jurisdiction and Plaintiff barred from filing its motion for summary judgement.

Again, only sent to 5 recipients, Judge Spence 1/27/25 439pm correspondence acknowledged receipt of Attorney Kay's list requested at 1/24/25 hearing. Reiterated Defendant has until end of business day to provide additional issues, as time extension not permitted.

DEFENSE RESPONSE:

Since Defense is having trouble following or understanding all Plaintiff has listed, to ensure completeness, Defense list of issues are as follows (with associated documents submitted for filing listed):

1 22 25 CD3. PDF, CEASE AND DESIST No. 3 [UPDATED Criminal Complaint, Charges Requested with Certificate of Service] (4 pages)

1. Discrimination, made to provide court reporter though inform a pauperis status.
2. Fraud, missing/altered documents; printing e-filed documents.
3. Fraud, suspected association to Federal Case 3:20cv00054 BJDpdb.

1 14 25 Response.pdf, DEFENDANT'S REBUTTAL, Motion for Dismissal with Prejudice and Certificate of Service (75 pages)

5. Fraud, Plaintiff did not provide Defense with copy of PLANTIFF'S OBJECTION TO THE DEFENDANT'S MOTION TO VACATE JUDGEMENT, FILED JANUARY 13, 2025 1251PM
6. Fraud, Supreme Court jurisdiction active February 2023 -August 19, 2024. (detailed below)
7. Fraud, blatant illegal, unlawful activity ignored. (detailed below)

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8. Fraud, concurrent jurisdiction proper procedure violated as per 15 U.S. Code 3612 and 45 U.S. Code 56.(detailed below)
9. Fraud, court activity ceased while case at District Court and Court of appeals; inconsistent with activity that occurred while at Supreme Court of the United States.

[11 3 24 Defendants' Proposed Order, entitled MASTER'S ORDER AND JUDGEMENT FOR DEFENDANT, (8 pages) based on SC Code 15-36-10 was rejected by Judge Spence]

10. Fraud, US Bank National intentionally offered COVID-19 Recover Standalone Partial Claim instead of COVID-19 Loan Modification as per July 23, 2021, HUD 21-115 Public Release Notice Federal Housing Administration Announces Additional COVID-19 Recovery Options for Homeowners. US Bank National ignored Defendants' multiple notices of the same.
11. Fraud, lawsuit is malicious in intent, filed 14 days after Defense contacted FHA/HUD to assist in conflict resolution.
12. Fraud, 7/13/22 Motion to Change Venue to Federal Jurisdiction; 8/22/22 allegations of perjury, mockery of judicial process, state law, and federal law; intentional non-adherence to federal guidelines; predatory lending; targeting/malicious intent; federal tampering never addressed by Court/Judge Spence.
13. Multiple Frauds* ["First Summary Judgement Attempt" (just 5 months after filing foreclosure lawsuit)]:
- a. * 8/3/22, Defendant received US Bank National's certified Notice of Home Acquisition in 60 to 90 days, dated July 28, 2022.
 - b. 8/3/22, Defendant submitted concern in filing Response to U.S. Bank National Certified Mail Letters, Dated July 28, 2022 (1 page).
 - c. *8/20/22, Defendant received a Notice of Foreclosure Hearing before Judge Spence for 9/13/22, with the said notice being filed 2 days earlier (on August 18, 2022).
 - d. 8/22/22, Defendant submitted 95-page "Notice of Home Acquisition" detailing unlawful activity.
 - e. * 9/1/22, Clerk of Court filed Defendant's 8/22/22 document (10 days after submitted). On same day, US Bank National via Attorney Kay filed a NOTARIZED Attorney Affidavit of Fees stating "A hearing was held by the Master, who requires an order to be proposed by Plaintiff Counsel." DEFENDANT WAS NEVER NOTIFIED OF THIS HEARING AND NEVER RECEIVED PLAINTIFF PROPOSED ORDER, but did receive Plaintiff's 7/28/22 Notice of Pending Acquisition earlier. This indicates said meeting likely occurred in July 2022, without Defense knowledge or lawful participation.
 - f. * 9/13/22 Foreclosure Hearing cancelled, Status Conference held in its place.
 - g. *Less than 48 hours later, 9/14/22 1043pm, Judge McLeod struck case from active roster, causing direct conflict with Judge Spence directives.
 - i. Order for dismissal if not restored to active roster in 180 days due to non-compliance.
 - h. *Case restored to active docket February 2, 2024 (past the 180-day timeframe), with the Order restoring to active roster being dated February 28, 2023.
 - i. After Defense raised concern, the following occurred:
 - i. * 2/25/24, Clerk of Court removed all documents indexed online (i.e. not downloadable).
 - ii. *Clerk of Court changed name of Defendant's indexed documents to generic labeling, while name of Plaintiff's documents remained unchanged with detailed labeling.
 - iii. *Court ignored Defendants' 3/15/24 Motion to Dismissal with Prejudice due to Judge McLeod's order and simultaneous, concurrency with Federal jurisdictional proceedings. Motion

hearing's were not held for Defense motions, only Plaintiff's initiated motions, as 1/24/25 Motion hearing is the second hearing Defendant is aware of since the 3/4/22 filing of this case. j. *Referral to Master-In-Equity Judge Spence occurred with agreement between Plaintiff and Clerk of Court Mona Huggins. Defense never consented to case transfer. *Court never addressed this concern, though requested by Defense.

14. Fraud, Clerk of Court filed Defendant's Motion to Move to Inactive Roster, dated 2/6/24, six days later, on 2/12/24; whereas Plaintiff's Motion for Summary Judgement was filed and indexed on 2/7/24.

15. Fraud, Judge Spence reminded of pending Federal proceedings (RICO case, Supreme Court Notice of Removal); Plaintiff breaching FHA/HUD COVID-19 guidelines, multiple "Summary Judgement" attempts; partial treatment with Clerk of Court (missing documents; altered documents; electronically filed documents not electronically filed).

16. Fraud, 1 14 25 Defendants Motion for Dismissal with prejudice ignored by Court.

[11 18 24 Response email correspondence, entitled Notice to Cease and Desist/Motion to Reconsider [detailing errors noted in Judge Spence 11 14 24 Judgement Order for Foreclosure], requesting correction ignored.

17. Multiple Frauds*, Judge Spence Judgement Order document continued to be profiled publicly until January 24, 2025, despite Defendant's notifications.

a. *Page 2 of Judge Spence Judgement Order states Defendant failed to show up for Summary Judgment Hearing, but fails to mention Defense present via phone (even speaking with Judge Spence directly) due to Court refusal to acknowledge the notice of restraining order issued by Defense, limiting ability to be in person because of safety concerns.

i. Defendant details barring by Judge Spence in the Notice to Cease and Desist/Motion to Reconsider document, though Defense still attempted to attend due to Judge Spence not honoring the notice of restraining order.

ii. *Court ignores and fails to intervene in Defense report of persistent filing issues with Clerk of Court, fraudulently filed Summary Judgement by Plaintiff, mail fraud concerns, motion to reconsider judgement. Motion hearing was not scheduled.

[1 6 25 CEASE AND DESIST No. 2 [Criminal Complaint, Charges Requested with Certificate of Service]

18. Fraud, details Judge Spence operating on case actively being evaluated by Federal court despite repeated notifications from Defense (as discussed above)

19. Fraud, details Judge Spence 3/29/24 permitting Zoom attendance to Summary Judgement Hearing then changing his mind, knowing it would bar Defendant's attendance, due to out-of-state residency, safety concerns, and financial limitation.

a. Fraud, this was doubled as Judge Spence stated all outstanding motions would be heard. Thus, Judge Spence knowing majority of the motions were Defendant-derived, gives rise to possible reason Defendant was barred from 6.21.24 Summary Judgement Hearing by Judge Spence.

20. Fraud, court documents do not indicate that anyone, including Judge Spence, ever contacted law enforcement given the multiple reports of targeting, criminal activity, and harm reported by the Defense.

21. Fraud, Defense request for Judge Spence to assist in getting June 14, 2024 submitted document filed and indexed online by Clerk of Court never addressed to Defense's knowledge.

In Summary, Pursuant to SC Code Title 14 Chapter 11 and Rule 60 of the SC Rules of Civil Procedure, Defense again motions this Court to vacate the November 14, 2024 judgement for foreclosure with prejudice due to fraud, misrepresentation or other misconduct of listed and unlisted adverse parties in this case as detailed above; and grant Defendant the \$3 million dollar judgement as requested in the November 3, 2024 Proposed Order.

Attached are the following documents previously submitted for filing:

- 8 22 22 FINAL Response.pdf [Notice of Home Acquisition] (95 pages)-see email #2
- 6 14 24 Response.pdf [Case Status Update: Response] (10 pages)
- 11 3 24 Appendixto RSJ (35 pg)FINAL.pdf
- 11 3 24 RSJ FINAL.pdf [Defendants Rebuttal to Plaintiffs Second Summary Judgement Attempt] (15 pages)
- 11 3 24 Proposed Order FINAL (8pgs).docx
- 11 3 24 Proposed Order Judge Signature Pages.pdf (6 pgs)
- Nov 11 Response to Judge Request.pdf (16 pages)
- 1 6 25 CCCR.pdf (48 pages)
- 1 22 25 CD3.pdf (4 pages)

28 25 (Second Email)

Attachment:

8 22 22 FINAL Response.zip [contains 8 22 22 FINAL Response.pdf, Notice of Home Acquisition] (95 pages)

The Court notes that it has not printed all e-filed attached documents because they appear to be matters previously emailed, filed or argued.

CONCLUSION

Defendant argued here in the post hearing submission, and by previous emails et. al., that virtually every action taken by this Court, Circuit Court, State Court, Clerk of Court etc. are all fraud based actions directed against her. This court finds no legally sufficient proof or persuasive evidence or argument that the described actions were legally fraudulent as required by law.

The court has reviewed proper legal standards for this and other motions and appeals, as well as examined the vast amount of emails, copied papers, self-described filings sent to Court and Clerk Office to be e- filed, to the best of our ability.

This trial court finds, reasons, and rules that Defendant's Motion to Vacate is denied factually, procedurally and legally.

AND IT IS SO ORDERED.

January 29, 2025


James O. Spence
Lexington Master-in-Equity

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

U.S. Bank National Association,
PLAINTIFF,
vs.

MASTER'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE
(NON-JURY MORTGAGE FORECLOSURE)

Tracie L Green; Palmetto Citizens Federal
Credit Union,
DEFENDANT(S)

C/A NO: 2022-CP-32-00784

DEFICIENCY REQUESTED

TO:

Hutchens Law Firm LLP
Attorney for Plaintiff

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 the case. Pursuant to the said Order of Reference a hearing was held on June 21, 2024 on the Plaintiff's motion for summary judgment, attended by John S. Kay, Esq., attorney for the Plaintiff. The Defendant, Tracie L. Green ("Green" or "Defendant") did not appear at the hearing, despite notice of the hearing having been sent to all parties on June 3, 2024

The Court Reporter present at the hearing was Kathryn Bostrom with Garber Reporting Services whose contact information is: 3200 Devine Street, Suite 103 Columbia, South Carolina 29205, email: info@garberreporting.com and phone number (803) 256-4500. Lexington County does not have a staff court reporter. The parties to each case must pay for a court reporter. Tracie L. Green can obtain a copy of the transcript of the June 21, 2024 hearing by contacting the court reporting service to arrange to pay the court reporter for the transcript.

Based upon the arguments of counsel, exhibits presented, review and consideration of the case record filings and a review and consideration of those matters raised and argued by Defendant, I find conclude and order as follows:

Ms. Green called the Court the morning of the hearing requesting to be allowed to appear virtually or by telephone. It is, and has been, this Court's policy to conduct contested matters in-

person with a court reporter. The request by Ms. Green has been made several times previously and it has been explained to her that while a status conference can be attended virtually since there is no swearing of witness, direct or cross examination etc., , this court's practice is that contested hearing must be conducted in-person.

Ms. Green has discussed in previous emails to the Court that she believes she cannot come to South Carolina for fear for her life. Ms. Green has indicated that the reasons for her belief extend from a racial component and a possibility of terrorist activity or something related to her previous work at a nursing home. The last reason she gave for not being able to appear in person was due to her limited finances. The subject of this foreclosure action is a parcel of real property located in Lexington County known as 123 Cardinal Pines Drive Lexington, South Carolina. This was the Defendant's address at the time of the filing of the action and is the location where she was served with the pleadings on March 8, 2022. The Defendant apparently moved to the state of New York at some point in the litigation and still maintains a residence in New York.

The court:

- (1) calls attention to and incorporates by reference Defendant's multitude of filings, motions or pleadings.
- (2) notes that court standard practice is to discuss court process that it is party's responsibility to argue any and all previously filed motions on the date of hearing. The Court takes notice that many motions are filed, then abandoned or resolved and not argued by the parties.
- (3) notes that the court notified parties by email that because it was a contested testimony hearing, then the hearing is in person, and
- (4) that the Court will address all motions raised and argued.
- (5) calls attention to the Summary Judgment hearing testimony where court questioned Plaintiff counsel about status of various filings.

The Court further notes that since Defendant did not appear to argue the below filings/ or motions, since Defendant did not appear to argue these matters, the court deems these motions abandoned:

(1)GAL. The Defendant had previously filed a motion requesting that a Guardian ad Litem be appointed for her. A Guardian ad Litem was not appointed in this case as the Defendant is not under a disability as would allow for the appointment of a GAL pursuant to the South Carolina Rules of Civil Procedure.

(2) APPOINTED ATTORNEY. The Defendant also appeared to argue that since she could not afford or obtain an attorney, then the court should appoint an attorney for her. While the landmark 1963 Supreme Court case *Gideon v. Wainright* established that indigent defendants have a right to counsel in criminal cases, the extension of this right to a “Civil Gideon” in civil court cases has never been established. South Carolina has not adopted or established a right to a Civil Gideon (other than certain Family Court type cases etc.), so the Defendant does not have the legal right to have counsel appointed for her in this case.

(3)CONTINUANCE. This case has been continued numerous times at the request for the Defendant; however, there is no provision for a continuance to an indefinite date in the future when the Defendant might have funds to travel to South Carolina for a hearing.

(4) SAFETY. With regards to the concerns the Defendant has about her safety at a hearing, the Court had advised the Defendant that a member of the Lexington County Sheriff’s Department would meet the Defendant at her car in the courthouse parking lot and escort her safely to and from the courtroom to allay any fears she might have in appearing in court.

(5)LOSS MITIGATION. With regards to loss mitigation activities during the course of the foreclosure action, Plaintiff filed a Notice of Denial Loss Mitigation on May 20, 2022, pursuant to the requirements of the South Carolina Supreme Court Administrative Order for 2011.

(6) JURY TRIAL DEMAND. The Defendant was served with the summons and complaint in this case on March 8, 2022, but did not attempt to request a jury trial until May 23, 2022. (The Court again calls attention to and incorporates by reference the various matters filed and submitted in this case during the rime period under discussion).

The Defendant also filed a second request for a jury trial on July 6, 2022. The pleadings filed by Defendant did not include any compulsory counterclaims.

Rule 38, South Carolina Rules of Civil Procedure provides that a party may demand a jury trial not later than 10 days after the service of the last pleading directed to such issue. I find that the Defendant did not request a jury trial in this case in a timely fashion.

The Plaintiff's case is one for foreclosure of a mortgage and was properly referred to this court by Order dated July 5, 2022.

(7) VENUE. On July 15, 2022, Defendant filed a motion for change of venue in what appears to be an attempt to move the case to federal court from state court. The property in question is located in Lexington County and the Plaintiff's cause of action is for foreclosure of a mortgage on this property. Therefore, the proper venue for the case is the Court of Common Pleas for Lexington County, South Carolina.

(8) NOTICE OF REMOVAL. On November 28, 2022, Tracie L. Green filed a Notice of Removal with the United States District Court for the District of South Carolina seeking to remove the within case to federal court. On December 2, 2022, United States Magistrate Judge, Shiva V. Hodges, issued a Report and Recommendation wherein the Court recommended the matter be remanded to state court for lack of subject matter jurisdiction and failure to follow the removal procedures in 28 U.S.C. § 1446. United States District Court Judge, Sherri A. Lydon, adopted the Report of the Magistrate Judge in its entirety and issued an Order on January 23, 2023 remanding the case to the Lexington County Court of Common Pleas.

(9) FEDERAL COURT NOTICE OF APPEAL. On February 14, 2023 Tracie L. Green filed a Notice of Appeal to appeal the Order of Remand to the United States Court of Appeals for the Fourth Circuit. On October 2, 2023, the appeal was dismissed by the United States Court of Appeals for the Fourth Circuit. Thereafter, Green petitioned the United States Supreme Court for a writ of certiorari. The petition was denied by the United States Supreme Court by Order dated May 20, 2024.

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

As there are no pending matters in federal court, this case is properly before this Court for final disposition.

"The purpose of summary judgment is to expedite dispositions of cases which do not require the services of a fact finder." *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001). A motion for summary judgment must be granted "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." *Standard Fire v. Marine Contracting*, 301 S.C. 418, 421, 392 S.E.2d 460, 462; Rule 56(c), SCRPC. If the non-moving party has not shown a genuine issue of material fact, "summary judgment, if appropriate, shall be entered against him." Rule 56(e), SCRPC.

"Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings." *Regions Bank v. Schmauch*, 354 S.C. 648, 660, 582 S.E.2d 432, 438, (Ct. App. 2003) (citing Rule 56(c), SCRPC; *SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 497, 392 S.E.2d 789, 792 (1990); *Peterson v. W. Am. Ins. Co.*, 336 S.C. 89, 94, 518 S.E.2d 608, 610 (Ct. App. 1999)). "Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial." *Id.* To avoid the granting of a Motion for Summary Judgment by Plaintiff, "[i]t is not sufficient that one create an inference which is not reasonable. Similarly, it is not sufficient that one create an issue of fact that is not genuine." *Main v. Corley*, 281 S.C. 525, 527, 316 S.E.2d 406, 407, (1984). "The trial court should grant summary judgment against a party who has failed to make a showing sufficient to establish the existence of an essential element of that party's case." *Harris v. Rose's Stores*, 315 S.C. 344, 346, 433 S.E.2d 905, 906, (Ct. App. 1993) (citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986)).

The Lis Pendens, Summon, Complaint, Notice of Foreclosure Intervention were filed on March 4, 2022. Service was accomplished on the Defendant, Tracie L. Green on March 8, 2022 at the property address of 123 Cardinal Pines Drive South Carolina 29073.

The Defendant has not denied signing the Note and the Mortgage in this case and did not file any affidavit in opposition to the Plaintiff's motion for summary judgment or the Plaintiff's affidavit in support of the motion for summary judgment. Plaintiff is entitled to foreclose the property because Defendant has breached the terms of the Note and Mortgage. An action for foreclosure of a mortgage is, in essence, that of breach of contract. "The elements for a breach of contract are the existence of the contract, its breach, and the damages caused by such breach." *South Glass & Plastics Co. v. Kemper*, 399 S.C. 483, 491-92, 732 S.E.2d 205, 209 (Ct. App. 2012) (citing *Fuller v. Eastern Fire & Casualty Ins. Co.*, 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962)). Plaintiff has shown the existence of the contract – the Note and Mortgage executed by the Defendant. The Plaintiff has also shown that the contract was breached by the Defendant's failure to make the monthly payments on the Note and Mortgage. Lastly, the Plaintiff's affidavit lists the amount of damages suffered by the Plaintiff as a result of the Defendant's breach.

Plaintiff's Counsel also submitted an affidavit of attorney fees in this matter for the sum of \$6,345.00. I find that this sum is reasonable considering the pleadings and issues involved in the matter. In addition, plaintiff's counsel represented the Plaintiff in the federal court action during this case and appeals to both the Fourth Circuit Court of Appeals and the United States Supreme Court.

Additional Findings of Fact and Conclusions of Law

1. The Defendant, Tracie L Green, executed a Promissory Note dated June 9, 2014, promising thereby to pay to the order of U.S. Bank N.A. the sum of One Hundred Twenty Thousand Nine Hundred Fifty-Seven And 00/100 (\$120,957.00) with interest at 4.75 percent per annum. The Defendant also executed a mortgage in favor of U.S. Bank, N.A., dated June 9, 2014, covering real property in Lexington County, known as 125 Cardinal Pines Drive, Lexington, South Carolina. The mortgage was filed on June 19, 2014, and is of record in the Office of the Register

of Deeds - Lexington County in Mortgage Book No. 17023, at Page 139. The mortgage constitutes a first mortgage on the subject property.

2. Payment due on the Note has not been made as shown by the Plaintiff's Affidavit of Debt, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and filed this action to do so.

3. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens.

The Firm has been responsible for the preparation of the following pleadings.

1. Notice of Foreclosure Intervention
2. Lis Pendens
3. Summons and Complaint
4. Order of Reference
5. Notice of Hearing
6. Proposed Master's Order and Judgment of Foreclosure and Sale
7. Notice of Sale
8. Record of Hearing
9. Other documents as applicable pertaining to service, foreclosure intervention and prosecution of the action.
10. The preparation of pleadings in the federal court matter where the Defendant sought to remove the state court foreclosure case to federal court, including appeals to the Fourth Circuit Court of Appeals and the Supreme Court of the United States of America.

Additionally, the Firm has arranged for service of process on the Defendant(s), and has scheduled and attended the hearings and status conferences in the matter, and reviewed numerous documents emailed and filed in the case by the Defendant. Future duties include forwarding copies of the Master's Order and Judgment of Foreclosure and Sale to the Defendant(s), advising the Defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by Plaintiff, representation of Plaintiff at sale and preparation of after sale documentation as required. The Court is required to examine the Plaintiff's request for attorney's fees in view of six factors:

1. The nature, extent, and difficulty of the case.
2. The time necessarily devoted to the case and labor involved in the case.
3. The beneficial results to the client of the representation.
4. The reasonableness of the fee
5. The professional standing of counsel
6. The contingency of compensation

Plaintiff's counsel has in excess of 34 years of experience in handling default and contested foreclosure litigation matters in South Carolina. Plaintiff's counsel's normally hourly rate for \$300.00 per hour. In light of the nature, extent and difficulty of this case, including the removal of the case to federal court and the subsequent appeals to the Fourth Circuit Court of Appeals and the United States Supreme Court, the extremely large volume of documents filed in the case, the potential liabilities inherent in a foreclosure matter, the attendant responsibilities and the outcome obtained for the Plaintiff, I find that the attorneys' fees in the amount of Six Thousand Three Hundred forty-Five And 00/100 (\$6,345.00) are reasonable.

4. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorneys' fees, secured by the Note and Mortgage, is as follows:

a)	Principal Balance due as of 4/1/2020	\$109,060.11
b)	Interest Due from 3/1/2020 to 7/1/2024 at 4.750%	\$22,448.40
c)	Escrow Advances	\$10,573.50
	Hazard Insurance	\$5,696.00
	MIP/PMI Payments	\$1,980.30
	Last Positive Balance	-\$230.95
	Taxes	\$3,128.15
d)	Foreclosure Costs	\$1,786.72
e)	Attorney Fees	\$6,345.00
	TOTAL DEBT	\$150,213.73

Interest for the period from the date shown above, through the date of this Judgment at the 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 current rate of 4.75% 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.

5. That the Defendant, Palmetto Citizens Federal Credit Union, is made a party by virtue of a mortgage given by Tracie Ledora Green in the amount of Twelve Thousand And 00/100 (\$12,000.00) dated February 23, 2010 and recorded March 4, 2010, in Book No. 14125, at Page 135 in the Office of the Register of Deeds for Lexington County; thereafter, Palmetto Citizens Federal Credit Union subordinated its mortgage lien to the Plaintiff's mortgage lien by virtue of a Subordination of Mortgage dated May 7, 2014 and recorded June 19, 2014 in Book 17023 at Page 152 in said records. Said lien is junior in priority to the Plaintiff's first mortgage lien.

6. That the Plaintiff does not waive but specifically demands judgment against the Defendant(s), Tracie L Green, for the full amount found to be due to Plaintiff on the note and mortgage held by plaintiff, with the right to enter personal judgment against the Defendant(s), Tracie L Green for any deficiency in this action remaining after sale of the mortgaged premises.

7. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).

8. The loan is not applicable for the Home Affordable Modification Program as that program sunset on December 31, 2016.

CONCLUSION OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of One Hundred Fifty Thousand Two Hundred Thirteen And 73/100 Dollars (\$150,213.73) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the current rate of 4.75% percent per annum.

3. That the Defendants liable for the aforesaid mortgage debt 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.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master-in-Equity at public auction at The Lexington County Judicial Center 205 East Main Street, Courtroom 3-A, Lexington County Courthouse, Lexington County, South Carolina, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The Master-in-Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Thirty (30) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the current rate of 4.75% percent.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

D. The above referenced instrument constitutes a first lien priority mortgage on the subject property.

E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

F. If the successful bidder is a third party other than the Plaintiff, interest on the balance of the bid shall be paid to the date of compliance at the rate listed in the figures above.

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

6. The Plaintiff has judgment against the Defendant(s), Tracie L Green, for the full amount found to be due the Plaintiff on the note and mortgage, with right to enter a personal judgment against the Defendant(s), Tracie L Green, for any deficiency in this action remaining after sale of the mortgaged premises.

7. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).

8. That the Master-in-Equity will, by advertisement according to law, give notice of the time, and place of 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 that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within Thirty (30) days after date of sale, 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.

9. That the Master-in-Equity will apply the proceeds of the sale as follows:

FIRST: To 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, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further order of the court.

10. It is further ORDERED, ADJUDGED AND DECREED if the named defendant(s) continues in possession of the property after a deed has been issued to the purchaser, then the Sheriff of Lexington County is directed to eject and remove named defendant(s) from the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued 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.

11. It is further ORDERED, ADJUDGED AND DECREED if the person(s) occupying the property after the deed has been issued to the purchaser is other than the named defendant(s), the purchaser shall serve the occupants with a Summons and Rule to Show Cause to determine why the occupant(s) should not be removed from the property.

12. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

13. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record.

14. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Master-in-Equity is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

15. The Master-in-Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

16. Upon issuance of a Master-in-Equity Report on Sale and Disbursements, the Register of Deeds - Lexington County is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to U.S. Bank N.A. by Tracie L Green, dated June 19, 2014 and recorded Book No. 17023, at Page 139.

17. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot 6 on a Bonded plat of Cardinal Pines Subdivision prepared by Anderson and Associates Land Surveying, Inc., dated June 26, 2006, revised March 12, 2007 and recorded in the office of the Register of Deeds for Lexington County in Plat Slide 943 at Page 5. This further being shown on a plat prepared for Tracie L. Green by Anderson and Associates Land Surveying, Inc., dated June 12, 2007 to be recorded simultaneously herewith in Record Book 12135 at Page 7. reference to said plat is made for a more complete and accurate description, Be all measurements a little more or less.

Being the same parcel conveyed to Tracie L. Green from Hurricane Construction, Inc. by virtue of a deed dated June 29, 2007 and recorded July 3, 2007 in Deed Book 12135 at Page 8, in the Office of the Register of Deeds for Lexington County, South Carolina.

Assessor's Parcel No: 006614-01-006

123 Cardinal Pines Drive
Lexington, SC 29073
TMS# 006614-01-006

18. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

JUDGE'S SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2024 Nov 14 11:59 AM - LEXINGTON - COMMON PLEAS - CASE#2022CP3200784

FORM 4

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

JUDGMENT IN A CIVIL CASE
 CASE NO: 2022-CP-32-00784

U.S. Bank National Association,
 PLAINTIFF(S)

Tracie L Green; Palmetto Citizens Federal Credit
 Union
 DEFENDANT(S)

Submitted by: John S. Kay (SC Bar #: 7914); Ashley Z. Stanley (SC Bar #: 74854); Alan M. Stewart (SC Bar #: 15576); Sarah O. Leonard (S.C. Bar #: 80165); Gregory Wooten (S.C. Bar #: 73586); Louise M. Johnson (S.C. Bar #: 16586);	Attorney for: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), 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
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):** Affirmed; Reversed; Remanded; Other

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

Foreclosure Action

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
U.S. Bank National Association	Tracie L Green	\$N/A
If applicable, describe the property, including tax map information and address, referenced in the order: 123 Cardinal Pines Drive, Lexington, SC 29073 / TMS# 006614-01-006		

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

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

James O. Spence Master-in-Equity	3068 Judge Code	Date
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FORM 4 ATTACHMENT

Tracie L Green
123 Cardinal Pines Dr
Lexington, SC 29073

Tracie L Green
P.O. Box 521
Yonkers, N.Y. 10710

Palmetto Citizens Federal Credit Union
c/o Nelson Weston, Esq.
1900 Barnwell Street
Columbia, SC 29201

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Lexington Common Pleas

Case Caption: Us Bank National Association VS Tracie L Green , defendant, et al
Case Number: 2022CP3200784
Type: Master/Order/Foreclosure & Sale and Form 4

AND IT IS SO ORDERED.

S/JUDGE JAMES O. SPENCE-3068