APPEAL FROM CHARLETON COUNTY
Court of Common Plea (Master-in-Equity pursuant to 203(b)(4) and 14-11-85 S.C. codes of law

Mikell R. Scarborough

Case no. 2012-CP-10-4981

Reverse Mortgage Solutions,
Inc.....Respondent

v.

Elvenia Bowens, and United States of America, acting by and through
Its Agency, Secretary of Housing and Urban Development (HUD) and
Marvin Lamar Bowens, aggrieved party (this defendant is a non-lawyer
who represented his mother, Elvenia Bowens, before the Master-in-equity,
This defendant tried to withdraw from the case after it got complicated, but was denied. This
defendant is also the sole heir to the foreclosed property in this case aggrieved in the legal sense
and property injury)
.....Appellants

"Aggrieved" Pursuant to Rule 201(b) SCACR & 18-1-30 SC Codes of law (Law Co-op 1976)
Bivens v. knight 254SC10, 173 SE 2d 150 (1970)(Cisson v. McWhorter 255 SC 174, !77 SE 2d
603 (1970) (Parker v. Brown 195 SC 35, 10 SE 2d 625 (1940)

EMERGENCY (Irreparable Harm)
PETITION FOR WRIT OF SUPERSEDEAS (STAY)
For consideration by an individual Justice or two Justices
(by-passing the lower court due to judicial and lawyer misconduct
Rule 225(d)(1) S.C.A.C.R
Sale date of the property is October 15, 2013

[Extraordinary Circumstances to bypass lower court] Affidavits attached

Rule 225(d)(1) S.C.A.C.R allows for appellants to bypass the lower court when seeking a "writ of supersedeas" if extraordinary circumstances are involved . The rule specifies that the trial court unnecessary delay in ruling on ex parte orders constitutes an extraordinary circumstance. Even though no exparte orders have been filed in this case, injustice and illegal actions, such as the ones herein, that "shock the conscious" of the court should also qualify as an extraordinary circumstance. Here, the "Master" made appellant Marvin Bowens, a non-lawyer, who was not a named-defendant in the lower court (circuit court) foreclosure proceedings represent his mother, defendant Elvenia Bowens after Marvin Bowens tried to withdraw from the case. Then, the

"Master" refused to answer two timely filed motions for reconsideration/new trials dated August 19, 2013 and September 9, 2013 respectively. At one point, while on the record, the "Master" also showed anger towards the Appellants. In addition, the "Master" made no legitimate finding of facts as to what happened at trial to foreclose on the appellant's home. The "Master" allowed the Plaintiff's attorney to litigate estoppel issues, which two prior attorneys from the same law firm waived constituting a clear violation of the law. To make matters even worst the Plaintiff's attorney filed a fraudulent "record of hearing" with findings (infra) known to him to be untrue in order to justify the judgment in this case on paper. In any event, the "Master" should've known these findings to be false. The "Master" is no longer an unbiased fact-finder and arbitrator. As such, the Appellants being indigent and Pro Se, with limited legal skills, who are trying to find the money for an attorney should not be required to appear before the "Master" again for purpose of this "writ" as the "Master" inordinate delay in this case prejudice the time the Appellants had to expedite the appeal and writ in this case. It is clear that the "Master" "abuse of judicial discretion" not to answer timely filed motions in this case in order to render the motions moot and other inappropriate actions herein should be a grave concern for the appellate court and invoke their jurisdiction.

[Factual backgrounds]

1). On November 9, 2009 Appellant, Elvenia Bowens, secured a reverse mortgage on her property (a new home built in 2007). The loan agreement does not require the appellant to pay mortgage payments while she's alive and living in the home. However, the loan agreement does require the appellant to maintain insurance on the mortgaged property and pay required taxes. Still, the loan agreement gives Elvenia Bowens an election to have any property charges (insurance, assessment, taxes) re-imbursement added to the mortgage debt (as long as equity remains in the home). On three occasions the respondent paid property charges for the Elvenia Bowens and added said property charges to the mortgage debt. On May 16, 2012 the respondent sent Elvenia Bowens a default letter, which did not specifically identify the default **(Exhibit 1-5/16/12 default letter).** After the appellant son, Marvin Bowens, who is listed on the loan agreement as a contact person and person who can discuss the Elvenia Bowens account found out that the default was for property charges re-imbursement he informed the respondent that Elvenia Bowens wanted to add those property charges re-imbursement to the principal mortgage debt (as the home still had equity)**(Exhibit 2-Amortization schedule).** At the same time, the respondent was also informed that Elvenia Bowens would provide her own insurance and pay her own taxes as she normally did to keep the principal mortgage balance as low as possible.

2). On May 29, 2012 Elvenia Bowens secured her own insurance of $75k on the property. At which time, the respondent dropped their $113K insurance policy **(Exhibit 3-$75k insur policy & Exhibit 4-plaintiff dropped policy).** Then, on July 31, 2012 the respondent, after accepting Elvenia Bowens' insurance policy and adding the other property charges to the principal mortgage debt **(Exhibit 5A-C-three mortgage statement),** brought a foreclosure action (2012-CP-10-4981) against Elvenia Bowens and HUD **(Exhibit 6-Summons & complaint).** The summons and complaint was filed on July 31, 2012 and the Elvenia Bowens filed a timely Pro Se Answer on September 6, 2012 **(Exhibit 7-Answer).** In her answer one of her relief mandated that the Master-in-Equity ("the Master") require HUD to intervene on her behalf because they were a named-party and she is indigent. The complaint in this case alleged two major defaults;

that the mortgage property had no insurance and that property charges re-imbursement was being sought.

3). Due to the fact that the court never mandated HUD intervention and Elvenia Bowens was sick (and could not attend) **(~~Exhibit~~ 8-EB affidavit),** her son, Marvin Bowens, attended the 1st foreclosure hearing herein on February 12, 2013 on her behalf to explain about the insurance and property charges re-imbursement being added to the mortgage debt. The respondent 1st attorney, _____, spoke to Marvin Bowens before the hearing. At which time, Marvin Bowens provide him with a copy of the loan agreement allowing Elvenia Bowens an election to have property charges added to the mortgage debt. After some conclusion about the insurance requirement, only the issue of inadequate insurance was brought before the "Master". The "Master" gave Elvenia Bowens (thru her son) until the next hearing to bring the insurance up to the required $127,500 **(~~Exhibit~~ 9-MB affidavit).**

4). At the 2nd hearing therein on May 7, 2013 the respondent 2nd attorney, Kevin Hardy, (a different attorney) spoke to Marvin Bowens and Elvenia Bowens (who was present but did not speak) before the hearing. Mr. Hardy was provided with the required $127,500 insurance (effective 5/29/13). The "Master" was informed by Mr. Hardy that Elvenia Bowens had the required $127,500.00 in insurance. At which time, the "Master" (while still on record) asked Mr. Hardy to verify if there was any other default. Mr. Hardy responded that there was no other default and the both Marvin and Elvenia Bowens assumed the matter was fully concluded **(see ~~Exhibit 9~~)**.

5). On August 7, 2013 the appellant was summoned to a 3rd hearing. The respondent was represented by a 3rd and different attorney, Chris Truluck. On August 5, 2013 Marvin Bowens called Mr. Truluck to inquiry if the 3rd hearing was a mistake because the home had adequate insurance and the property charges re-imbursement was added to the mortgage debt per the appellant's election. Mr. Truluck informed Marvin Bowens that he would check with the mortgage company and call him back. Mr. Truluck returned a call to Marvin Bowens and said that they were seeking property charges re-imbursement. The following day at the foreclosure hearing Mr. Truluck spoke to everyone else but neglected or refused to speak to the appellants. The appellants' case was held until 2nd to last (out of about 15 cases). Mr. Truluck sought property charges re-imbursement from the "Master". Marvin Bowens protested stating that two different lawyer from Mr. Truluck's firm had waived their rights to property charges re-imbursement because Elvenia Bowens had elected to have it added to the mortgage debt. Marvin Bowens sort to withdraw from the case (because it was getting complex, he was not an attorney and he had not prepared for such in-depth litigation involving matters of law too). The "Master" denied his request. The "Master" went on to tell the appellants that "he was tired of seeing them" (even though most foreclosure hearings end up in multiple hearings). The Master asked Mr. Truluck how he came up with the $4,483.00 in property charges re-imbursement to which Mr. Truluck responded "I don't know, I think it's half is for insurance and half for property taxes". Marvin Bowens informed the "Master" that the amount did not totally derive from taxes and insurance, but the "Master" refused to inquire more. In any event, the "Master" rendered judgment for the property charges re-imbursement in favor of the respondent and told them that they needed to get the money before the October 15, 2013 sale date **(See ~~Exhibit 9~~).**

6). On August 19, 2013, believing that he was an "aggrieved party" because he had represented Elvenia Bowens at all three foreclosure hearings to their detriment. In addition, he was subject to lose the property too; being the sole heir, Marvin and Elvenia Bowens, filed a timely "motion for reconsideration"**(Exhibit 10-1st & last page of motion).** Marvin and Elvenia Bowens acted Pro Se because they are both indigent and could not afford counsel. In addition, the "Master" did not mandate intervention by HUD or appointed private counsel for the appellant even though the respondent identified the case as "complex" in his "record of hearing". The respondent was served a copy of the appellant "motion for reconsideration" by fax # (803) 231-2071 c/o Nicole Johnson for Chris Truluck. **(Exhibit 11-proof of service & see Exhibit 9)**

7). On August 20, 2013 the "Master" filed the judgment in this case, which request the entire principal balance of $71,546.01 even though Mr. Truluck only sought property tax re-imbursement at the final hearing therein **(see Exhibit 9 and 15).** "Notice of Entry of the Judgment" was filed on August 22, 2013 and mailed to Elvenia Bowens on August 27, 2013 **(Exhibit 12-Judgment notice).** She received it on August 29, 2013 **(see ~~Exhibit 8 &~~ 9).** On September 9, 2013 the Appellants filed an "amended motion for reconsideration", which they also entitled a "Amended motion for new trial" so the "Master" would know that the appellants were seeking a new trial **(exhibit 13-1st & last page amended motion**). Neither the "motion for reconsideration" or "amended motion for reconsideration/new trial" was ever answered (denied or granted) by the "Master" **(see ~~Exhibit 8 &~~ 9).** The respondent was served a fax copy of the "amended motion for reconsideration/new trial" on September 17, 2013 by fax # (803) 231-2071 c/o Nicole Johnson for Chris Truluck.**(See Exhibit 7, 8 & 11)**

8). The appellants believe that the "Master" inordinate delay and failure to answer the "Motion for reconsideration" or "amended" motion is a judicial tactic to make this case "moot" because the appellants' home is scheduled to be sold on October 15, 2013 as well as to hide the un-justice nature of the hearing. While the law gives a judge the discretion to answer a "motion for reconsideration or new trial", a judge's duty to answer cannot be avoided to deprive a defendant or potential appellant of time needed to appeal and stay a mortgage foreclosure.

9). The appellants filed a timely "Notice of appeal" in the lower court on September 27, 2013, mailed a copy to the S.C. Court of Appeals on September 27, 2013 and served the respondent a copy by U.S. certified mail on September 27, 2013. The appellants received a copy of the "certified judgment" (which contained the plaintiff's "record of hearing") for the "writ of supersedeas" and an un-certified copy to accompany the "notice of appeal" on September 27, 2013 **(see ~~Exhibit 9~~).**

FIRST GROUND FOR PETITION: Judicial "abuse of discretion" and improper conduct as well as attorney misconduct involving Pro Se parties

[Judicial abuse of discretion and improper conduct]

10). Rule 225(d)(1) S.C.A.C.R gives the appellate court authority to grant motions/petitions which the lower court normally entertain during appeal when extraordinary circumstances are

involved. The "Master" is willfully or by gross negligence failing or refusing to answer any of the appellants' lawful and timely "motion for reconsideration/new trial in this case Rule 225(d)(4) S.C.A.C.R Melton v. Walker 209 SC 330, 40SE 2d, 161, (1946). Due to the fact that the "Master" used his judicial discretion to inordinately delay this case in order to make it moot the "Master" could use that same "abuse of discretion" in setting the appeal bond or undertaking for this "writ of supersedeas". Such bond or undertaking if grossly inadequate could cause the indigent appellants to lose their home based on this very "questionable" mortgage foreclosure proceeding. While such an unfair bond or undertaking from the "Master" could be appeal to the appellate court (per Rule 225(d)(2) S.C.A.C.R) the appellant don't have the luxury of time or legal experience to timely seek such remedies). Accordingly, the appellants feel that the "master" is no longer an unbiased party for purpose of appellate bond or undertaking involving this "writ of supersedeas".

11). Furthermore, the "Master's" finding of facts in the "Master order and judgment of foreclosure and sale" are vague and willfully not supported by a clear "preponderance of the evidence" as this entire foreclosure proceeding rested on unethical and questionable tactics. Since he was on the loan agreement as a person who could discuss his mother's account, Marvin Bowens only had intentions to speak to the respondent about his mother's foreclosure to tell them that insurance was on the property and property charges were or should have been added to the mortgage debt. The "Master" ended up forcing Marvin Bowens to continue to represent his mother (at the third hearing) even though he's not a licensed attorney and sought to withdraw at the onset of the third hearing. The "Master's August 20, 2013 order and judgment" makes no findings of law as to whether or not Elvenia Bowens was properly represented at trial; whether Marvin Bowens representation constituted the "unauthorized practice of law", whether Marvin Bowens should have been able to withdraw as he sought or whether Elvenia Bowens was entitled to appointment of private counsel by the court or at least an opportunity to attempt to employ counsel on her own in such an important case. Nor does it make any finding of facts that the respondent is allowed to add property charges re-imbursement onto the principal mortgage debt, continue to receive interest on those property charges re-imbursement, than bring it as a separate action for foreclosure. Moreover, the "master's Order and judgment" also does not make a finding of facts as to whether or not Mr. Truluck can bring a cause of action already waived by two separate attorney from his law firm.

12). In addition, at the third hearing the "Master" apparently developed a biase against the appellants telling them "on the record" that he was tired of seeing them. The "Master" allowed attorney Mr. Truluck to seek property charge re-imbursements that he could not confirm on record. The "Master" allowed Mr. Truluck to turn a foreclosure for property charges re-imbursement into a demand for the entire principal balance **(see Exhibit 15).** The "Master" also allowed Mr. Truluck to seek property charges re-imbursement contrary to the law.

12). Due to the fact that attorneys are under no duty to contact or supply Pro Se litigants with all pleadings, the "master" failed to review the respondent's "record of hearing" in this case. Had the "Master properly reviewed the "record of hearing" he would immediately have picked up on fraud and lies committed by Mr. Truluck. As a basis for his judgment, Mr. Truluck stated in his "record of hearing" that at the hearing the court found that Elvenia Bowens had failed to pay monthly payments. However, the "master" knew or should have known that this case is a reverse

mortgage. As such, no monthly payment is required. Also, Mr. Truluck committed another lie in his "record of hearing" when he stated that Elvenia Bowens failed to maintain an escrow account for property charges as required because no such account is required. Due to the fact that the trial was on August 6, 2013 and the respondent's "hearing of record" was dated only 16 days later on August 22, 2013. Also, because of the unique nature of this being a reverse mortgage case, Marvin Bowens unique representation of his mother as well as the fact that the complaint in this case made no mention or cause of action for property charges escrow account default than the "Master" should have picked up on that untruth too.

[Improper attorney conduct]

13). Even though attorney misconduct is not a reason to remove a judge's authority to rule on a petition, I feel that this attorney conduct should be noted as attorneys are heavily favored over Pro Se litigates. As such, as stated before, Attorney Chris Truluck presented a fraudulent "record of hearing" to the "Master". Mr. Truluck did not have in his possession any written proof, such as a demand or default letter sent to the appellants involving any property charges escrow account. Mr. Truluck made these alleged finding of facts in his "record of hearing" guessing that the "master" would not read it, simply go along with it or that the appellant would not see it because he had no duty to provide the "record of hearing" to them. Mr. Truluck filed a frivolous action against a Pro Se party for attorney fees as two different lawyers from his firm already waived the property charges re-imbursement and in the end he attempted to cover it up with a fraudulent "record of hearing". The "record of hearing" detailed monthly payments and an escrow account that does not exist and list other outstanding charges, such as a $325 appraisal charge and $160 inspection charge which are due as a result of the judgment/sale of property; not a finding of fact stated at trial. In any event, because of how the "Master" demeanor changed (telling the appellants he's tired of seeing them and agreeing with Mr. Truluck contrary to law or the facts) once this attorney got involved compared to the two other attorney from Korn Law firm, the appellants free that filing this "writ for supersedeas" before the "master" would unfairly prejudice the appeal bond or undertaking in this case.

SECOND GROUND FOR PETITION: Applicability of S.C. Reverse Mortgage Act 29-4-30(7)(d), 29-4-30 & 29-4-40 S.C. Codes of law and section 2.10.1 & 2.10.5 of loan agreement

14). This Judgment should be stayed because the trail judge overlooked or misapprehended S.C. Codes of law 29-4-30(7)(d) in this case. Section 29-4-30(7)(d) provides that a reverse mortgage can only become due and payable upon the occurrence of an event occurs which is specified in the loan documents AND which jeopardizes the lender's security. As such, a mortgagee who pays taxes can take necessary steps for re-imbursement which includes adding it to mortgage debt as they did in this case (59 C.J.S Mortgage 324. See also Delaine v. Delaine 211 S.C. 223. 44SE2d 442 (1947)

15). Accordingly, the lender's security was never in jeopardy of loss because section 2.10.1 and 2.10.5 (payment of property charges) of loan agreement between the parties specifies that the borrower my elect to require the lender to use loan advances to pay property charges consisting of taxes, hazard insurance premium, ground rent and special assessments (**exhibit**

14-loan agreement provision) and the borrower made that election in this matter. In addition, the trail judge further overlooked and misapprehended the fact that reverse loan borrowers are not given 100% of their home value so that over-due property charges and interest may be added to the principal balance of a reverse mortgage. The fact that the Defendant had enough equity in her home for the Plaintiff to pay the over-due property charges that they paid in this matter (using loan advances) was also over-looked or misapprehended.

16). In any event, S.C. Codes of law 29-3-30 and 29-3-40 mandates that loan advances for property charges become a lien on the property not a mechanism for foreclosure.

17). The Plaintiff paid the taxes and insurance herein and indeed added those property charges to the principal balance of the Defendant's mortgage loan as follows: $1,363.31 on September 1, 2012 detailed on January 26, 2012 mortgage statement herein, $216.64 for insurance detailed on June 14, 2012 mortgage statement herein and $1,818.05 for taxes September 30, 2012 detailed on Sept 2012 mortgage statement herein.

THIRD GROUND FOR WRIT: Doctrine of Laches and Collateral Estoppel

18). This judgment should be stayed because the trial judge overlooked and misapprehended the applicability of "the doctrine of aches" in the foreclosure proceedings. Section 10 of the Plaintiff's complaint in this case alleges that the Defendant failed to pay property taxes and insurance as required by the loan agreement. Before Mr. Truluck got involved, this case was litigated by two prior attorneys, who waived the respondent's right to property charges re-imbursement. Accordingly, when a person for an unreasonable unexplained length of time (in this case six months) neglects to do what in the law should have been done and such person had an opportunity to be diligent in the matter (in this case two prior foreclosure hearings), the doctrine of laches bars that person from enforcing that right he otherwise would have had. Byars v. Cherokee County 237, SC 548, 118 SE 2d 324 (1961). Here the appellants are materially prejudice by lost of their home because the respondent was given another "bite at the apple" . Appellant thought the matter was over so they didn't try to save money for an attorney Ex parte Stokes 256 S.C. 260, 182 S.E. 2d 306 (1971)... Wall, 301 S.C. 94, 390 S.E. 2d 372)....Bailey v. Lyman Printing & Finishing Co. 245 S.C. 13, 138 S.E 2d, 410 (1964).

19). Likewise, because of finality of the 2nd hearing therein on May 7, 2013 when the "master" requested and attorney Kevin Hardy confirmed "on the record" that there was no other default in this case, the "Master" should have requested and/or the attorney should have provided a "final order" closing the foreclosure proceeding. Notwithstanding, a final judgment on the merits was reached as of May 7, 2013 as the respondent had a full and fair chance to litigate their issue of property charges re-imbursement and it should have been determined against him by estoppels. C.B. Marchant Co. v. Eastern Foods Inc. 756F.2d 317 (4th Cir. 1985) Graham v. State Farm Fire & Cas. Ins. Co. 277 SC 389, 287 S.E. 2d 495 (1982)

FOURTH GROUND FOR PETITION: Refusal to allow the Defendant the right to counsel.

20). This judgment should be stayed because at the third hearing in this case on August 6, 2013 Marvin Bowens requested to withdraw so Elvenia Bowens could attempt to obtain counsel on her behalf because the trial judge was re-opening the foreclosure proceedings, which should have been closed after the May 7, 2013 hearing. A "totality of the circumstances" should have entitled Elvenia Bowens the opportunity to employ counsel since questions of law involving estoppel was now being debated. The law provides that a lawyer shall withdraw from representation if his representation will result in illegal conduct (Rule 407 SCACR Rule of Prof. Conduct Rule 1.16 declining or terminating representation Rule 1.16(a)(1). As such, Non-lawyer (like Marvin Bowens) in South Carolina may not represent another person in the circuit court S.C Codes of law 40-5-80. And Rule 53 SCRCP gives the "Master" the same power and limitation as circuit judges as they're a division of the circuit court. As a result, not only because of the complex nature that this case was turning into but the "totality of circumstances" should have required that Marvin Bowens be allowed to withdraw from this case before the "Master" as he no longer wished to do it and no determination was made about "standing". In addition, Marvin Bowens withdrawal could have been made with no material adverse effects to elvenia Bowens (Rule 407 SCACR Rule of Prof. Conduct Rule 1.16 (b). Furthermore, even if Elvenia Bowens was deemed a client of Marvin Bowens she still possess the right to substitute her representation/lawyer (Rule 407 SCACR Rule of Prof. Conduct Rule 1.16 (b) (see also Boyd v. Lee SC 19, 15 SE 332 (1892). Furthermore, even if both elvenia bowens and marvin bowens were determine to have validly been Pro Se defendants than they were never given the dangers of self representation by the judge (Faretta vs Calif)

21). The trial judge overlooked and misapprehended the fact that in the Defendant's answer filed in this case that one of the reliefs sought by Elvenia Bowens was intervention by HUD on her behalf as HUD was a "named defendant" and Elvenia Bowens is indigent. Had the court find that it lacked authority to compelled HUD to represent the Defendant than, at a minimum, the court should've allowed the Defendant an opportunity to seek the representation of HUD by herself or someone else. The Court has inherent power to do all things reasonably necessary to insure that just results are reached to the fullest extent possible (Exparte Dibble 279 S.C. 592, 310 SE2d 440 (Ct App 1983) .In an effect to balance all inequalities of this trial (attorney versus Pro Se defendants) the court should have considered factors such as is this case extraordinary enough to which require counsel (in the plaintiff's "record of hearing" he called the case complex) and matters of law involving estoppels,etc was involved, (Ex parte Dibble 310 SE 2d 440 (Ct. App 1983) no determination was made as to whether the appellants were able to secure counsel on their own (Ex parte Dibble 310 SE 2d 440 (Ct. App 1983). In addition, there was no determination made in the lower court as to whether there are any public agencies responsible for representing indigents or whether pro bono services were available (Ex parte Dibble 310 SE 2d 440 (Ct. App 1983). Rule 608 S.C.A.C.R allows for appointment of counsel for indigents in civil cases under these circumstances

FIFTH GROUND FOR PETITION: Frivolous complaint, Improper attorney fees and court cost

22). The complaint in this action was brought on July 31, 2012 after the Elvenia Bowens had resolved the two main cause of action in it; insurance requirement and property charges reimbursement. The Respondents accepted Elvenia Bowens $75K insurance policy on May 29, 2012 and even dropped their insurance as of that date. If the respondent had made a later determination that the $75K policy was inadequate than Elvenia Bowens should have had a right-to-cure such default by additionally time to increase the insurance before the respondent brought the action in this case. In any event, a mortgagor cannot be required to insure the property for more that the replacement cost of the property (S.C. Ann 29-3-70 (Law Co-op 1976). As for the property charges re-imbursement, as stated before, the first two attorneys even agreed that it could be added to the mortgage debt as section 2.10.1 of the loan agreement provided for. In fact those property charges were added to the mortgage balance (and drawing interest) for some time before the complaint was filed in this case on July 31, 2013. Now, Mr. Truluck seeks $850.00 in addition attorney fees (separate from the attorney fees for first two lawyers which should not have been sought as the complaint was without merits) for a litigating a frivolous cause of action based on estoppels issues and filing a fraudulent "record of hearing". In fact, Mr. Truluck couldn't even tell the "Master" how he arrived at the $4,438 figure **(Exhibit 15-5/16/13 reinstatement letter).** Mr. Truluck conduct is a clear violation of Rule____RPC, Rule 407 S.C.A.C.R and Rule_____RLDE, Rule 413 S.C.A.C.R.

Relief,

1). Granting a nominal bond or undertaking because of the unjust nature of this mortgage closure Rule 225(C)(3) S.C.A.C.R. or reasonable bond or undertaking considering that home does not have monthly payments so the value of use of the property from the execution of the bond or undertaking in this case until the delivery of possession per S.C. Codes of law 18-9-170 & Rule _____ S.C.A.C.R should be intrepreted in favor of the appellants. In addition, the Appellants will not commit waste and pay any rental value if the judgment is affirmed on appeal.
2). Granting other affirmative relief to afford complete relief pursuant in this case pursuant to Rule 225 (C)(3) S.C.A.C.R. Such other affirmative relief could entail treating this petition as a "writ" or "TRO" temporary restrain order enjoining the sale of the appellant's property without a bond or undertaking, court appointed counsel in this civil case or accepting these

pleading with legal flaws herein

3) granting a "stay" of the "Master order and judgment of foreclosure and sale" under case # 2012-CP-10-04981 pending final disposition of appellate review herein
4) Any other just relief

October 7, 2013

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