

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)

Affidavit of Marvin Lamar Bowens

Personally appeared before me, Marvin Lamar Bowens, who being duly sworn, states as follows:

1. That as of August 16, 2013 my name is Marvin Lamar Bowens.
2. That my former name is Melvin Bowens.
3. That I reside at 6059 Roper Run Road, Lot 58, Ravenel, SC 29470
4. That my mother’s name is Elvenia Bowens.
5. That I’m listed on my mother’s November 9, 2009 reverse mortgage loan agreement as a contact person and someone who can discuss her account.
6. That I’m the sole heir of the property listed on Elvenia Bowens reverse mortgage loan agreement by her “Will” dated December 3, 2009.
7. That after receiving a “default letter” from Reverse Mortgage Solutions Inc. dated May 16, 2012 I contacted them and per my mother’s instruction informed them that my mother

[Signature] MB

- wanted all property charges re-imbusement consisting of property taxes and insurance added to her principal mortgage debt as provided for in her loan agreement.
8. That I attended and represented Elvenia Bowens at all three foreclosure hearing under case # 2012-CP-10-4981.
  9. That at the first foreclosure hearing on or about February 12, 2013 before the Charleston County Master-in-Equity Court Defendant, Elvenia Bowens, was sick and could not attend. Therefore, as someone who could discuss her account I attended on her behalf.
  10. That I had a doctor's excuse for my mother proving that she was sick on February 12, 2012.
  11. That at the hearing on February 12<sup>th</sup>, I spoke to the attorney, who was representing the Plaintiff, Reverse Mortgage Solutions Inc. before the proceedings began. At which time, I gave him a copy of the loan agreement allowing Elvenia Bowens to have all property charges re-imbusement added to the mortgage debt (as long as the home maintained equity). I also gave the attorney a copy of a \$75K (seventy five thousand) insurance Policy that Elvenia Bowens had on the home as of May 29, 2012.
  12. That the attorney subsequently waived property charges re-imburements involving Elvenia Bowens reverse mortgage. As a result, the attorney only brought the issue of inadequate insurance before the Master-in-Equity. The attorney originally believed that the home did not have any insurance.
  13. That the "Master" (thru me) gave Elvenia Bowens until the next hearing to bring the insurance up to the required \$127,500.00 (one hundred twenty seven thousand five hundred).
  14. That at the next foreclosure hearing on or about May 7, 2013 I spoke to the Plaintiff's new attorney, Kevin Hardy, before the proceedings and gave him the required insurance policy of \$127,500.00 for Elvenia Bowens.
  15. That Elvenia Bowens attended the second hearing but I again spoke on her behalf before the "Master".
  16. That Mr. Hardy too had waived the Plaintiff's right to property charges re-imbusement and only informed the "Master" that he had received the required \$127,500.00 insurance policy from us. At which time, the "Master" while still on the record asked Mr. Hardy if there was any other defaults involving Elvenia Bowens' mortgage to which Mr. Hardy replied that there was not. As a result, Elvenia Bowens and I thought that this case was fully concluded and ended.
  17. That on or about August 5, 2013 after receiving a letter summoning my mother to a third foreclosure hearing in this case I spoke to the Plaintiff attorney, Chris Truluck, to inquire as to whether his letter was a mistake because my mother's case should have ended as of May 7, 2013.
  18. That Mr. Truluck said he would call me back and he did immediately. At which time, Mr Truluck told me that the Plaintiff was seeking property charges re-imbusement. Subsequently, I informed Mr. Truluck that both attorneys from his law firm had waived their rights to property charges re-imbusement as those charges should have been added to the mortgage debt per the loan agreement. That Mr. Truluck told me that he had not read the loan agreement yet but he would try to get back with me before the hearing tomorrow, but he did not.
  19. That on or about August 6, 2013 Elvenia Bowens and I attended a third hearing involving this case.

20. That Chris Truluck did not speak to me or my mother before the proceedings began as the other two attorneys did and he had time to do so.
21. That Mr. Truluck request \$4,483 in property charges reimbursement, which he could not confirm the origins of when asked by the "Master". Instead Mr. Truluck told the "Master" that he believe the calculations were half insurance and half property taxes. I informed the "Master" that that was incorrect and tried to explain to the "Master" the facts, but the "master" refused to inquire further.
22. That at the beginning of the proceeding on August 6, 2013 I attempted to withdraw from the case and asked the "Master" for time so my mother to get counsel due to the fact that Mr. Truluck was attempting to litigate property charges re-imbusement that two different lawyer from his law firm had waived. That the "Master" denied my request to withdraw from my mother's case.
23. That at the hearing on August 6, 2013 at one point the "Master" told me and my mother "on the record" that he was tired of seeing us in his courtroom. Ironically, the "Master" had held our case until the second to the last case out of about 15 cases assuming that gave him an empty courtroom to say what he wanted.
24. That Mr. Truluck only sought property charges re-imbusement and Mr. Truluck never informed the "Master" that Elvenia Bowens was failing to make monthly payments.
25. That Elvenia Bowens case is a reverse mortgage which does not require monthly payments as long as she's alive and living in the home. That the "Master" and Mr. Truluck knew or should have known these facts.
26. That Mr. Truluck never told the "Master" that Elvenia Bowens had failed to make payments into an escrow account for property taxes and insurance. That Mr. Truluck knew or should have known that no such account existed for Elvenia Bowens' loan agreement.
27. That I protested to Mr. Truluck being able to bring property charges re-imburements that two attorneys had waived but the "Master" told me and my mother to either come up with the \$4,483.00 in property charges re-imbusement or the home would be sold on October 15, 2013. As such, Mr. Truluck never requested the principal balance of the loan.
28. That on August 19, 2013 my mother and I filed "motion for reconsideration" in this case. That I paid the \$25 filing fee and received a stamp-filed copy from the Charleston County Court of Common Pleas. That on August 27, 2013 I served a fax copy of this motion to Nicole Johnson for Chris Truluck at fax # (803) 231-2071.
29. That on August 29, 2013 I was given a copy of the "Master Notice of Entry of judgment" in case, which my mother gave me the same day she received it.
30. That because the 10<sup>th</sup> day after receiving the "master's judgment" in this case fell on the weekend, on September 9, 2013 my mother and I filed an "Amended Motion for Reconsideration/New Trial" in this case. That I received a stamp-filed copy of this motion from the Charleston County Court of Common Pleas. That on September 17, 2013 I also served a fax copy of this motion to Nicole Johnson for Chris Truluck at fax # (803) 231-2071.
31. That I sent Nicole Johnson an email at [Nicole.Johnson@kornlawfirm.com](mailto:Nicole.Johnson@kornlawfirm.com) on September 17, 2013 asking her to confirm that she received the two motions for Chris Truluck and she sent a reply email on September 18, 2013 confirming that she did received it and forwarded it for review.

32. That neither my mother or I ever received an answer to either of the two motions from the "Master" or Chris Truluck.
33. That after receiving no answer to either motions, my mother and I filed a "Notice of Appeal" in this case with the Charleston County Court of Common Pleas on September 27, 2013. That I received a stamp-filed copy on September 27, 2013 and mail a copy to both Chris Truluck and the South Carolina Court of Appeals on September 27, 2013.
34. That I received Chris Truluck "record of hearing" on September 27, 2013 from the Charleston County Court of Common Pleas because the law requires that I mail a copy of the civil judgment with the "Notice of Appeal". That Mr. Truluck never provided me or my mother with the "record of hearing".
35. That Mr. Truluck "record of hearing" signed August 6, 2013 and filed August 22, 2013 contains fraud and untruth that was never revealed to the "Master" in this case; those being that the "master" was informed that Elvenia Bowens had failed to make monthly payments or maintain an escrow account for taxes and insurance involving Elvenia Bowens home.
36. That I'm indigent and can't afford counsel for my mother at this point
37. That this affidavit is for the purpose of verifying the "writ of supersedeas", other pleadings and disputed facts in this case.

FURTHER AFFIANT SAITH NOT!

Mavis Lanark Bowens

Affiant

Sworn to and subscribed before me

This <sup>9th</sup> 4 day of ~~October~~ ~~2013~~ <sup>November</sup> 10/4/13

[Signature]  
Signature of notary public

Rosemary Fudd  
Print name of notary public

My Commission expires September 29, 2015

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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  
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**Affidavit of Elvenia Bowens**

Personally appeared before me, **Elvenia Bowens**, who being duly sworn, states as follows:

1. That my name is Elvenia Bowens.
2. That I reside at 5381 Highway 174, Adams Run, SC 29426.
3. That I'm the defendant under case # 2012-CP-10-4981 in the lower court.
4. That I secured a reverse mortgage on November 9, 2009 and listed my son, Melvin Bowens as a contact person and someone who can discuss my account.
5. That I made Melvin Bowens the sole heir of the property listed on my reverse mortgage loan agreement by my "Will" dated December 3, 2009.
6. That I received a "default letter" from Reverse Mortgage Solutions Inc. dated May 16, 2012 and gave it to Melvin Bowens to contact them on my behalf to resolve any problems involved in my mortgage.
7. That I was sick on February 12, 2013 so Melvin Bowens attended on my behalf.

[~~EXHIBIT 8~~] EB

8. That I never received an answer from the judge or lawyer in this case involving the motions me and my son filed.
9. That I received a "notice of entry of judgment in this case on August 29, 2013 and gave it to Melvin Bowens as I always give or send to Melvin any papers that I get from the mortgage company, courts or lawyer's office.
10. That I never received any letters from the mortgage company telling me that I failed to make payments into an escrow account for taxes and insurance on my home as I was responsible for paying taxes and insurance on my own.
11. That my mortgage does not require me to make any monthly payments on my home as long as I'm alive and living in my home.
12. That I cannot afford counsel to help me but had the judge allowed my son to stop representing me as he requested than I would have agreed to it and attempted to find a lawyer.

Further affiant saith not!

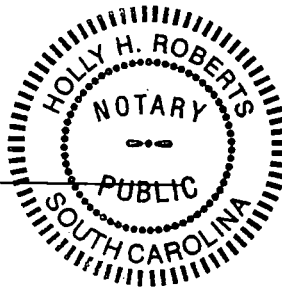
Eleanora Bowens

Affiant

Sworn to and subscribed before me

This 7<sup>th</sup> day of October 2013

Holly Roberts  
Signature of notary public



Holly Roberts  
Print name of notary public

My Commission expires August 29, 2015

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This defendant tried to withdraw from the case after it got complicated, but was denied. This  
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PROOF OF SERVICE

I certify that I served <sup>Petition for</sup> Writ of Super Sedes on Chris Truluck of Korn Law Firm, P.A. by  
Serving Dean Hayes @  
1300 Pickens Street, Columbia, SC 29211 on: October 7, 2013

Marvin Lamar Bowens

Marvin Lamar Bowens  
6059 Roper Run Rd. Lot 58,  
Ravenel, SC 29470  
Pro Se Appellant & aggrieved party  
(704) 492-3390

Acceptance of Service

DM  
10/7/13 Received  
by Dean A. Hayes

RECEIVED

OCT 9 7 2013

SC Court of Appeals