

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
9th JUDICIAL CIRCUIT

Reverse Mortgage Solutions, Inc.
Plaintiff

Civil case # 2012-CP-10-4981

Vs.

Elvenia Bowens, and United States of
America, acting by and through its
Agency, Secretary of Housing and
Urban Development (HUD),
Defendant(s)

AMENDED
MOTION FOR RECONSIDERATION
MOTION FOR NEW TRIAL

2013 SEP -9 PM 1:20
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

TO THE HONORABLE JUDGE MIKELL R. SCARBOROUGH:

WHEREFORE, on August 29, 2013 the Defendant received a "Notice of entry of judgment". And Wherefore, the 10th day day to file for a new trial pursuant to SCRCF 59 fell on a weekend. And wherefore, Elvenia Bowens, is indigent and the court never demanded legal representation on her behalf by HUD (as requested in her Answer). And wherefore the court has held the proceedings in this matter in a relatively informal manner. And wherefore the Defendant's son, Marvin Bowens has spoken on behalf of the Defendant at all three foreclosure proceedings in this matter. And Wherefore, Marvin Bowens is the sole heir to the property secured by these foreclosure proceedings. The Defendant, jointly and severally, with her son Marvin Bowens respectfully moves this Honorable court pursuant to SCRCF 59 to grant this motion for a new trial and otherwise reconsidering the foreclosure of the Defendant's property ordered on in court on August 7, 2013 and offers the following and good and sufficient grounds to do so:

FIRST GROUND FOR NEW TRIAL/ISSUE OR MATTER OVERLOOKED OR MISAPPREHENDED BY THE COURT: 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

1. The trial judge overlooked or misapprehended Section 29-4-30(7)(d) of S.C. Codes of law 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.
2. 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 the loan agreement between the parties specifies that the borrower may 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 1**-loan agreement provision) and the

[Exhibit 13]

14. Furthermore, the Plaintiff brought a cause of action for inadequate insurance on February 12, 2012 and again on May 7, 2012 even though they (the Plaintiff) had provided less than the \$127,500.00 of insurance, which they were now requesting the Defendant to provide thru foreclosure proceedings instead of a letter of default with a right to cure said default. When the Plaintiff insured the Defendant's property in 2011 and part of 2012 the Plaintiff only provided \$113,000.00 of insurance on the mortgage property (**exhibit 8-4/20/12** letter of insurance renewal & see **exhibit 6**).
15. Ironically, the Plaintiff allowed the Defendant to provide only \$113,000.00 of insurance in 2009-2010 instead of \$127,500.00 (**exhibit 9-Defendant state farm insur declaration page**) and never sought foreclosure for inadequate insurance. Then, the Plaintiff, as mentioned before, provided the same \$113,000.00 of insurance when the provided the insurance on the Defendant's property instead of the required \$127,500.00, which is now the subject of this foreclosure proceedings without a proper letter of default and right to cure said default as required by law and the parties' loan agreement (see exhibit 6 & 8).

RELIEF,

The Defendant and her representative, Marvin Bowens, pray that this court inquire into the matters overlooked and misapprehended, which should have been more favorable to the Defendant and order a new trial in this case and provide the following relief

1. A new trial + Judgment
2. Reversal of court order dated on or about August 7, 2013 requiring the foreclosure and sale of the Defendant's property
3. Abolition of all attorney fee, court cost, property charges re-imbursement and all re-instatement letters in this case
4. Any other just relief

9/9 20 13
Charleston, SC

Respectfully submitted,



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