

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

RECEIVED

OCT 9 7 2013

Reverse Mortgage Solutions,
Inc.....

Respondent

SC Court of Appeals

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, 177 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 ex parte 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 reimbursement at the final hearing therein (**see Exhibit 8 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 trial 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 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**

14-loan agreement provision) and the borrower made that election in this matter. In addition, the trial 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 laches" 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 SCRCF 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 (Ex parte 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 intepreted 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

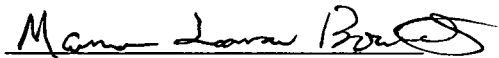
October 7, 2013

Other Counsel of record:

Chris Truluck
Korn Law Firm, P.A
P.O. Box 11264
1300 Pickens street
Columbia, SC 29211
(803) 252-5817



Elvenia Bowens
5381 Hwy. 174,
Adams Run, SC 29426
(843) 889-0526
Pro Se Appellant



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

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

[~~EXHIBIT 9~~] MB

- wanted all property charges re-imbursement 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 12th, 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-imbursement 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-imbursements 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-imbursement 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-imbursement. Subsequently, I informed Mr. Truluck that both attorneys from his law firm had waived their rights to property charges re-imbursement 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-imbursement 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-imbursement 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-imbursements 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-imbursement 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 10th 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 Septmber 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 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!

Marrin Lamar Bowens
Affiant

Sworn to and subscribed before me

This 4th day of October 2013 ²⁰¹³

[Signature]
Signature of notary public

Rosemary Fudd
Print name of notary public

My Commission expires September 29, 2015

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

RECEIVED

OCT 07 2013

SC Court of Appeals

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, 177 SE 2d 603
(1970) (Parker v. Brown 195 SC 35, 10 SE 2d 625 (1940)

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.

[Signature] 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!

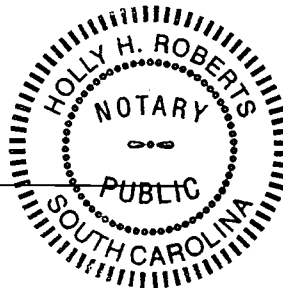
Elerenia Bowens

Affiant

Sworn to and subscribed before me

This 7th day of October 2013

Holly Roberts
Signature of notary public



Holly Roberts
Print name of notary public

My Commission expires August 29, 2015

May 16, 2012

ELVENIA BOWENS
5381 Highway 174
ADAMS RUN, SC 29426

RE: Subject: Repayment Notice

FHA Case #: 461-4856984
Loan #: R2009100063
Borrower Name: ELVENIA BOWENS
Property Address: 5381 HIGHWAY 174
ADAMS RUN, SC 29426

Dear Borrower:

According to the terms and conditions of your mortgage agreement, this loan becomes due and payable for any of the following reasons:

- All mortgagors have sold or conveyed title to the property.
- The property is no longer the principal residence of at least one mortgagor for reason other than death.
- The property has not been resided in as a principal residence for a period exceeding 12 months due to physical or mental illness.
- The property is in disrepair and the mortgagor has refused or is unable to repair the property.
- The mortgagor violates one or more of the following covenants of the mortgage: namely, failure to pay property taxes and/or assessments, failure to keep current homeowner's insurance, or refusal to comply with the covenants and conditions of the mortgage.

One of the circumstances stated above has occurred and placed this loan in a due and payable status which requires the debt to be repaid. The total amount due and payable as of 06/15/2012 is \$63,713.93. If you will be paying this loan in full, please contact our office for a payoff statement to include any disbursements that may have been made on this loan after the date of this letter.

A Deed-in-Lieu of foreclosure may be considered provided the property is free or can be freed of any liens other than the Home Equity Conversion Mortgage. A Compromise Sale of the property may also be considered. A detailed letter of both of these options is enclosed. If you have other questions regarding how to remedy this situation, you may also contact HUD Credit Counseling at 1-800-569-4287.

Sincerely

Default Department

Enclosed, please find a list of items required for consideration of a compromise (short) sale or deed-in-lieu.

[Exhibit 1]

Items Required for Consideration of a Compromise (Short) Sale

1. A legible copy of the executed sales agreement, and addendum if applicable, containing all provisions upon which the sale is conditioned, including but not limited to:
 - A purchase price at least 95% of the current appraised value; and a statement that the buyer accepts the property in "as is" condition unless the sale is conditioned upon certain repairs listed therein.
2. A current (less than six months old) Uniform Residential Appraisal Report (URAR). The appraisal must be:
 - Performed by a HUD approved appraiser.
 - Submitted with well-defined pictures of the subject property, as well as three (3) comparable properties (produced at the sellers/buyers expense [whichever is customary for the area]).
3. An itemized list of the sellers and buyers expenses; settlement statement (HUD-1).

If there is an existing lien other than the first mortgage, a good faith attempt should have been made to address the debt prior to your compromise request.
4. Death certificate (if applicable).
 - Copy of will and or probate certificate naming either estate executor or administrator (if applicable)
 - Copy of power of attorney (if applicable)

The information requested above is also required for all co-borrowers that are responsible for the loan. The review of this information does not guarantee that your compromise sale offer will be approved. However, we will contact you as soon as a decision is made.

Items Required to Accept a Deed-in-Lieu for the Property Identified in this Notice

- Death Certificate
- Estate probated
- Copy of the probate certificate (if applicable)
- Copy of the POA papers (if applicable)
- Written request for the Deed in Lieu

The information requested above is also required for all co-borrowers that are responsible for the loan.

Please return the requested information to the address below no later than 30 days from the date of this letter in order to prevent the initiation of a foreclosure action.

Upon receipt of the above, we will refer this loan to our attorneys. At this point, you will be contacted. The property needs to be vacated and the keys surrendered on or before the day the deed-in-lieu is signed. A property inspection will be performed the following day to confirm vacancy before the deed-in-lieu is officially accepted.

Amortization Schedule - Annual Projections

Borrower Name/Case Number: **ELVENIA BOWENS**

Refinance: **No**

Age of Youngest Borrower: **70**
Interest Rate (Expected / Initial): **5.685% / 5.685%**
Maximum Claim Amount: **\$85,000.00**
Initial Principal Limit: **\$57,460.00**
Initial Advance: **\$46,833.28**
Lien Payoffs with Reverse Mortgage: **\$0.00**
Financed Closing Costs: **\$5,695.43**

Initial Property Value: **\$85,000.00**
Beg. Mortgage Balance: **\$52,528.71**
Expected Appreciation: **4.000%**
Initial Line Of Credit: **\$0.00**
Monthly Payment: **\$0.00**
Monthly Servicing Fee: **\$30.00**
Mortgage Insurance (MIP): **0.5%**

NOTE: Actual interest charges and property value projections may vary from amounts shown. Available credit will be less than projected if funds withdrawn from line-of-credit.

Yr	Age	SVC Fee	Annual Totals				End of Year Projections			
			Cash Payment	MIP	Rate	Interest	Loan Balance	Line Of Credit	Property Value	Equity
1	70	\$360	\$0	\$271	5.685%	\$3,084	\$56,244	\$0	\$88,400	\$32,156
2	71	\$360	\$0	\$290	5.685%	\$3,301	\$60,195	\$0	\$91,936	\$31,741
3	72	\$360	\$0	\$311	5.685%	\$3,532	\$64,398	\$0	\$95,613	\$31,216
4	73	\$360	\$0	\$332	5.685%	\$3,778	\$68,868	\$0	\$99,438	\$30,570
5	74	\$360	\$0	\$355	5.685%	\$4,039	\$73,622	\$0	\$103,415	\$29,793
6	75	\$360	\$0	\$380	5.685%	\$4,317	\$78,680	\$0	\$107,552	\$28,873
7	76	\$360	\$0	\$406	5.685%	\$4,613	\$84,059	\$0	\$111,854	\$27,796
8	77	\$360	\$0	\$433	5.685%	\$4,928	\$89,780	\$0	\$116,328	\$26,549
9	78	\$360	\$0	\$463	5.685%	\$5,262	\$95,865	\$0	\$120,982	\$25,116
10	79	\$360	\$0	\$494	5.685%	\$5,618	\$102,338	\$0	\$125,821	\$23,483
11	80	\$360	\$0	\$527	5.685%	\$5,997	\$109,222	\$0	\$130,854	\$21,632
12	81	\$360	\$0	\$563	5.685%	\$6,400	\$116,545	\$0	\$136,088	\$19,543
13	82	\$360	\$0	\$601	5.685%	\$6,828	\$124,333	\$0	\$141,531	\$17,198
14	83	\$360	\$0	\$641	5.685%	\$7,283	\$132,617	\$0	\$147,192	\$14,575
15	84	\$360	\$0	\$683	5.685%	\$7,768	\$141,428	\$0	\$153,080	\$11,652
16	85	\$360	\$0	\$729	5.685%	\$8,283	\$150,800	\$0	\$159,203	\$8,403
17	86	\$360	\$0	\$777	5.685%	\$8,832	\$160,769	\$0	\$165,572	\$4,803
18	87	\$360	\$0	\$828	5.685%	\$9,415	\$171,371	\$0	\$172,194	\$823
19	88	\$360	\$0	\$883	5.685%	\$10,035	\$182,648	\$0	\$179,082	\$0
20	89	\$360	\$0	\$941	5.685%	\$10,694	\$194,643	\$0	\$186,245	\$0
21	90	\$360	\$0	\$1,002	5.685%	\$11,396	\$207,401	\$0	\$193,695	\$0
22	91	\$360	\$0	\$1,068	5.685%	\$12,142	\$220,972	\$0	\$201,443	\$0
23	92	\$360	\$0	\$1,138	5.685%	\$12,936	\$235,405	\$0	\$209,501	\$0
24	93	\$360	\$0	\$1,212	5.685%	\$13,780	\$250,757	\$0	\$217,881	\$0
25	94	\$360	\$0	\$1,291	5.685%	\$14,678	\$267,086	\$0	\$226,596	\$0
26	95	\$360	\$0	\$1,375	5.685%	\$15,633	\$284,454	\$0	\$235,660	\$0
27	96	\$360	\$0	\$1,464	5.685%	\$16,649	\$302,927	\$0	\$245,086	\$0
28	97	\$360	\$0	\$1,559	5.685%	\$17,729	\$322,576	\$0	\$254,890	\$0
30	99	\$360	\$0	\$1,768	5.685%	\$20,101	\$365,704	\$0	\$275,689	\$0


ELVENIA BOWENS

11-9-2009
Date

[Exhibit 2]

CAPITOL

Preferred Insurance Company, Inc.

P.O. BOX 15339
TALLAHASSEE, FL 32317-5339

HOMEOWNERS DECLARATION

POLICY NUMBER	POLICY PERIOD	
	From	To
CSH 1014228 00 39	05/29/2012	05/29/2013
12:01 A.M. Standard Time at the described location		

For Customer Service Call: 1-800-734-4749 For Claims Call: 1-888-388-2742

AMENDED DECLARATION
UW PERIOD CHANGES

Effective: 05/29/2012

Date Issued: 06/14/2012

INSURED:

ELVENIA BOWENS
5381 HIGHWAY 174
ADAMS RUN SC 29426-

Telephone: 973-960-8886

AGENT: 0000171

CT LOWNDES & COMPANY
749 ST ANDREWS BLVD
CHARLESTON SC 29407

Telephone: 843-763-0120

The residence premises covered by this policy is located at the above insured address unless otherwise stated below:

5381 HIGHWAY 174

ADAMS RUN SC 29426-

Coverage is provided where premium and limit of liability is shown.

Flood coverage is not provided by CAPITOL PREFERRED and is not a part of this policy.

SECTION I COVERAGE

LIMIT OF LIABILITY

PREMIUMS

A. DWELLING	\$75,000.00	\$779.00
B. OTHER STRUCTURES	\$7,500.00	INCLUDED
C. PERSONAL PROPERTY	\$37,500.00	INCLUDED
D. LOSS OF USE	\$15,000.00	INCLUDED

SECTION II COVERAGE

E. PERSONAL LIABILITY	\$300,000.00	\$25.00
F. MEDICAL PAYMENTS	\$1,000.00	INCLUDED

OPTIONAL COVERAGES

Replacement Cost Contents		INCLUDED
LIMITED FUNGI, ROT BACTERIA	\$10,000/\$20,000	INCLUDED

TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES: SEE REVERSE SIDE

\$804.00

PLEASE CONTACT YOUR AGENT IF THERE ARE ANY QUESTIONS PERTAINING TO YOUR POLICY.

FORMS AND ENDORSEMENTS

COUNTERSIGNED DATE 06/14/2012

BY

James Grazanella

CPHSCAA (01/06) CPHSCH3 (01/06)
CPHSCMC3 (01/06) CPHSCME (01/06)
CPHSCSC (01/06) CPHSCST (01/06)
HO 0139 (07/05) HO 0490 (10/00)
Continued on Forms Schedule

ADDITIONAL INTERESTS

MORTGAGEE
R20091000634540

REVERSE MORTGAGE SOLUTIONS INC
ISAOA
PO BOX 690230
SAN ANTONIO TX 78269-0230

[Exhibit 3]



P.O. BOX 690230
SAN ANTONIO, TX 78269-0230

6329 0.3820 MB 0.404 23 17 4



ELVENIA BOWENS
5381 HIGHWAY 174
ADAMS RUN SC 29426-5531

APRIL 20, 2012

Property Address: 5381 HIGHWAY 174
ADAMS RUN, SC 29426

Insurance Expiration Date: 04/01/12
Loan Number: R2009100063-34665
Coverage Amount: \$113,000

Dear Borrower:

Our records indicate that the hazard insurance coverage for your property listed above has expired. You are reminded that a provision of your loan agreement requires that the property be insured until the loan is paid in full.

If you have a current policy, you should provide us with a copy as soon as possible. Please ask your agent to send a copy of your policy, including your loan number to:

RMS, INC
ISAOA
P.O. BOX 690230
SAN ANTONIO, TX 78269-0230

If you have any questions about this letter or the requirement to provide insurance for your property, please contact us at (866) 504-3129. You may fax your policy to (877) 789-4540 or you can send us your policy information via the internet at www.imcovered.com/rmsnav.

Sincerely,

Insurance Services

Exhibit 4

Reference #: 7358
Unique Identifier #: 3009557201

EVIDENCE OF INSURANCE

Agency

Southwest Business Corporation
9311 San Pedro, Suite 600
San Antonio, Texas 78216

Company

UNDERWRITERS AT LLOYD'S LONDON
C/O SWBC
P O BOX 795027
SAN ANTONIO, TX 78279

Certificate Number HIH0108617

Certificate Effective
Date (mm/dd/yy)
04/01/12

Certificate Expiration
Date (mm/dd/yy)
05/29/12

Borrower

ELVENIA BOWENS
5381 HIGHWAY 174
ADAMS RUN, SC 29426

Master Policy Number
FP-1968-11

Co-Borrower

Description of Insured Property
5381 HIGHWAY 174
ADAMS RUN, SC 29426

Coverages and Limits of Liability

Described Dwelling/Building	\$113,000
Other Structures	\$11,300
Unscheduled Personal Property	\$0.00
Personal Liability	
Each Occurrence	\$0.00
Additional Living Expense (10% only)	\$11,300
* Owner Occupied Properties Only	

Medical Payments to Others	
Each Person	\$0.00
Each Accident	\$0.00
Loss of Rents/Use (10% only)	\$11,300
*Tenant Use Only	
Damage to the Property of Others	\$0.00

Deductibles

If Occupied	
Windstorm & Hail	\$2,260
Vandalism	\$500
All Other Covered Perils	\$250
If Vacant	
Windstorm & Hail	\$2,260
Vandalism	\$500
All Other Covered Perils	\$500

Type of Coverage
FIRE

Type of Property
RESIDENTIAL

Insured/Lender Name & Address
REVERSE MORTGAGE SOLUTIONS
INC.
2727 SPRING CREEK DRIVE
HOUSTON, TX 77373
Lender Loan Number R2009100063-34665

Premium	\$206.50
Policy Fee	\$0.00
Other Fee	\$0.00
Surplus Lines Tax	\$10.02
Stamping Fee	\$0.12
Total	\$216.64

Other Fees:

THIS COVERAGE IS SUBJECT TO ALL TERMS, CONDITIONS AND EXCLUSIONS OF THE MASTER POLICY. THIS EVIDENCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY. IT IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS COVERAGE IS EXCESS OVER ANY OTHER VALID INSURANCE COVERING THE PROPERTY WHETHER COLLECTIBLE OR NOT. FOR A COMPLETE COPY OF THE MASTER POLICY, CONTACT YOUR LENDER.

ANY CLAIMS ON PROPERTIES INSURED FOR THE PRINCIPAL BALANCE ONLY WILL BE SUBJECT TO THE REPLACEMENT COST PROVISION OF THE MASTER POLICY. ANY LOSS OR DAMAGE INVOLVING MOLD, MILDEW OR FUNGI OF ANY KIND IS EXCLUDED FROM THE MASTER POLICY.

THE PREMIUM ON THIS POLICY IS LIKELY TO BE HIGHER THAN THE PREMIUM ON A POLICY YOU CAN OBTAIN THROUGH YOUR AGENT OR INSURANCE COMPANY. THIS POLICY MAY ALSO PROVIDE LESS COVERAGE THAN THE ONE SECURED THROUGH YOUR AGENT OR INSURANCE COMPANY.

(Exhibit 4A)



2727 Spring Creek Drive
Spring, TX 77373

ANNUAL YEAR-END STATEMENT

Year Ending: December 31, 2011
Statement Date: January 26, 2012

0032

ELVENIA BOWENS
5381 Highway 174
ADAMS RUN SC 29426

Account Information

Borrower: ELVENIA BOWENS

Loan Number: R2009100063

Property Address: 5381 HIGHWAY 174, ADAMS RUN, SC 29426

Borrower Social Security Number: ~~251-92-3954~~

Summary of Transactions

Beginning Loan Balance as of January 1, 2011: \$56,726.88

Loan Advance/Scheduled Payment (if applicable): \$0.00

Loan Advance/Unscheduled Disbursements (if applicable): \$0.00

Total Principal Amount Paid to Mortgagor/Borrower: \$0.00

Repair Set Aside Disbursements: \$0.00

Taxes Paid and added to mortgage balance: \$0.00

Insurance Paid and added to mortgage balance: \$1,363.31

Interest (Finance Charge) Accrued for Year and added to mortgage balance: \$3,352.21

MIP (Finance Charge) paid to HUD and charged to mortgage/borrower - added to loan balance: \$294.82

Monthly Servicing Fee (Finance Charge) and added to mortgage balance: \$360.00

Change of Plan Fee/Misc. (Finance Charge) and added to mortgage balance: \$0.00

Repayments made by or on behalf of mortgagor/borrower: (\$113.61)

TOTAL ACTIVITY \$5,256.73

Total or Outstanding Mortgage Loan Balance as of December 31, 2011: \$61,983.61

Current Principal Limit: \$65,677.29

*Net Principal Limit: \$0.00

* **TOTAL FUNDS AVAILABLE** from Line of Credit (if applicable): \$0.00

(Exhibit 5)

TRANSACTION INFORMATION

Transaction Date	Effective Date	Transaction Description	Principal Amount	Interest Amount	MIP Amount	Servicing Fee Amount
01/31/11	01/31/11	Monthly Int/ MIP/PMI Accrual & SF	\$0.00	\$268.74	\$23.64	\$30.00
02/28/11	02/28/11	Monthly Int/ MIP/PMI Accrual & SF	\$0.00	\$270.27	\$23.77	\$30.00
03/31/11	03/31/11	Monthly Int/ MIP/PMI Accrual & SF	\$0.00	\$271.81	\$23.91	\$30.00
04/30/11	04/30/11	Monthly Int/ MIP/PMI Accrual & SF	\$0.00	\$273.35	\$24.04	\$30.00
05/31/11	05/31/11	Monthly Int/ MIP/PMI Accrual & SF	\$0.00	\$274.90	\$24.18	\$30.00
06/30/11	06/30/11	Monthly Int/ MIP/PMI Accrual & SF	\$0.00	\$276.46	\$24.31	\$30.00
07/31/11	07/31/11	Monthly Int/ MIP/PMI Accrual & SF	\$0.00	\$278.03	\$24.45	\$30.00
08/31/11	08/31/11	Monthly Int/ MIP/PMI Accrual & SF	\$0.00	\$279.60	\$24.59	\$30.00
09/01/11	09/01/11	Disb - Unscheduled from LOC Insura	\$1,363.31	\$0.00	\$0.00	\$0.00
09/30/11	09/30/11	Monthly Int/ MIP/PMI Accrual & SF	\$0.00	\$287.34	\$25.27	\$30.00
10/31/11	10/31/11	Monthly Int/ MIP/PMI Accrual & SF	\$0.00	\$289.27	\$25.44	\$30.00
11/22/11	11/04/11	Repay Plan - Reduce Loan Balance	\$0.00	\$0.00	(\$113.61)	\$0.00
11/30/11	11/30/11	Monthly Int/ MIP/PMI Accrual & SF	\$0.00	\$290.44	\$25.54	\$30.00
12/31/11	12/31/11	Monthly Int/ MIP/PMI Accrual & SF	\$0.00	\$292.00	\$25.68	\$30.00
GRAND TOTAL of Transactions:			\$1,363.31	\$3,352.21	\$181.21	\$360.00



Monthly Statement

00001

ELVENIA BOWENS
5381 Highway 174
ADAMS RUN, SC 29426

*** THIS IS NOT A BILL ***

Account Information

Pay Plan Type: Line of Credit
Funded Date: 11/16/2009
Loan #: R2009100063
Borrower: ELVENIA BOWENS
Property: 5381 HIGHWAY 174
ADAMS RUN, SC 29426

Credit Line Set Aside Information

Original Credit Line: \$0.00
Current Gross Credit Line: \$0.00
Unsch. Credit Line Disb. Bal. (-): \$0.00
Net Credit Line Set Aside (=): \$0.00

* Modified Term or Modified Tenure only

Interest Rates

Interest Rate Type: Fixed

Month	Index	Margin	Int. Rate	(Index+Margin)
June:	5.685%	0.000%	5.685%	
July:	5.685%	0.000%	5.685%	
August	5.685%	0.000%	5.685%	

Principal Limit Information

Original Principal Limit: \$57,460.00
Current Principal Limit: \$67,734.71
Loan Balance (-): \$66,237.81
Servicing Fee Set Aside (-): \$4,772.47
Repair Set Aside (-): \$0.00
First Year Set Aside (-): \$0.00
Credit Line Set Aside (-): \$0.00
Net Principal Limit (=): \$0.00

Interest Rate Information: ANNUAL PERCENTAGE RATE (APR): 6.745%

Loan Periodic Rates:		Mortgage Insurance Premium (MIP) Periodic Rates:		Finance Charges:	
Monthly Periodic Rate on Outstanding Principal Balance:	0.474%	MIP Monthly Periodic Rate on Outstanding Principal Balance:	0.042%	Periodic Finance Charge:	\$303.90
Daily Periodic Rate on Advances or Payments:	0.016%	MIP Daily Periodic Rate on Advances or Payments:	0.001%		
Corresponding APR:	5.685%	Corresponding APR:	0.500%		

*Total Funds Available

Net Credit Line Set Aside + Net Principal Limit = \$0.00

*IN ORDER TO MAKE FUTURE WITHDRAWALS, YOU SHOULD MAINTAIN A MINIMUM \$50.00 BALANCE IN YOUR LINE OF CREDIT

If you have any questions or would like further information on your reverse mortgage, please call our Customer Service Department.

(Exhibit 5A)



Reverse Mortgage Solutions, Inc.

5010 Linbar Drive, Suite 100
Nashville, TN 37211

Statement Date: July 03, 2012

Month Ending: June 30, 2012

Loan Balance Activity

	Current Month	Year To Date
Previous Loan Balance	\$63,517.48	\$61,983.61
Loan Advance / Scheduled Payment (if applicable):	\$0.00	\$0.00
Loan Advance / Unscheduled Disbursements (if applicable):	\$325.00	\$325.00
Repair Set Aside Disbursements:	\$0.00	\$0.00
Taxes Paid:	\$1,818.05	\$1,818.05
Insurance Paid:	\$216.64	\$216.64
Interest (Finance Charge):	\$303.90	\$1,784.75
MIP/PMI (Finance Charge): paid to HUD:	\$26.74	\$156.98
Monthly Servicing Fee (Finance Charge):	\$30.00	\$180.00
Change of Plan Fee/Misc. (Finance Charge):	\$0.00	\$0.00
Repayments (See Transaction Information):	\$0.00	(\$227.22)
Total Activity:	\$2,720.33	\$4,254.20
Closing Loan Balance as of June 30, 2012	\$66,237.81	\$66,237.81

Transaction Information

Transaction Date	Effective Date	Transaction Description	Principal Amount	Interest Amount	MIP Amount	Servicing Fee Amount
06/30/2012	06/30/2012	Monthly Int, MIP/PMI Accrual & SF	\$0.00	\$303.90	\$26.74	\$30.00
06/04/2012	06/04/2012	Disb - Unscheduled from LOC Appraisals	\$325.00	\$0.00	\$0.00	\$0.00
06/26/2012	06/26/2012	Disb - Delinquent Taxes	\$1,818.05	\$0.00	\$0.00	\$0.00
06/14/2012	06/14/2012	Disb - Unscheduled from LOC Insurance	\$216.64	\$0.00	\$0.00	\$0.00
Grand Total:			\$2,359.69	\$303.90	\$26.74	\$30.00

(Int) Interest - (MIP) Mortgage Insurance Premium - (SF) Servicing Fee - (Disb) Advance Disbursement - (Part Repay) Partial Repayment

Important Information**A. ANNUAL PERCENTAGE RATE (APR)**

The ANNUAL PERCENTAGE RATE for the interest portion of your FINANCE CHARGE may increase or decrease annually based upon changes in the ("Index"). Therefore, the monthly and daily periodic rates relating to the interest portion of your FINANCE CHARGE may vary. To determine the ANNUAL PERCENTAGE RATE that will apply to your Account, we add a margin to the value of the Index, subject to certain rate limitations as provided in your Reverse Mortgage Note.

The corresponding annual percentage rate for the interest portion of the FINANCE CHARGE does not include costs other than interest. The historical ANNUAL PERCENTAGE RATE includes interest and all other FINANCE CHARGES that relate to your loan.

Loan Key: 34665

1727 Spring Creek Drive, Spring, TX 77373

Rep.Key: 62

Phone (366) 503-5559 ~ Fax (366) 790-3451 ~ TTY/TDD (866) 827-6697

Page 2 of 3



Reverse Mortgage Solutions, Inc.

5010 Linbar Drive, Suite 100
Nashville, TN 37211

Statement Date: October 02, 2012

Month Ending: September 30, 2012

**Monthly Statement**

00001

ELVENIA BOWENS**5381 Highway 174****ADAMS RUN, SC 29426******* THIS IS NOT A BILL *******Account Information**

Pay Plan Type: Line of Credit
 Funded Date: 11/16/2009
 Loan #: R2009100063
 Borrower: ELVENIA BOWENS
 Property: 5381 HIGHWAY 174
 ADAMS RUN, SC 29426

*** Credit Line Set Aside Information**

Original Credit Line: \$0.00
 Current Gross Credit Line: \$0.00
 Unsch. Credit Line Disb. Bal. (-): \$0.00
 Net Credit Line Set Aside (=): \$0.00

** Modified Term or Modified Tenure only***Interest Rates**

Interest Rate Type: Fixed

Month	Index	Margin	Int. Rate	(Index+Margin)
September:	5.685%	0.000%	5.685%	
October:	5.685%	0.000%	5.685%	
November	5.685%	0.000%	5.685%	

Principal Limit Information

Original Principal Limit \$57,460.00
 Current Principal Limit: \$68,787.47
 Loan Balance (-): \$67,232.87
 Servicing Fee Set Aside (-): \$4,755.71
 Repair Set Aside (-): \$0.00
 First Year Set Aside (-): \$0.00
 Credit Line Set Aside (-): \$0.00
 Net Principal Limit (=): \$0.00

Interest Rate Information:**ANNUAL PERCENTAGE RATE (APR): 6.723%****Loan Periodic Rates:****Mortgage Insurance Premium (MIP) Periodic Rates:****Finance Charges:**

Monthly Periodic Rate on Outstanding Principal Balance:	0.474%	MIP Monthly Periodic Rate on Outstanding Principal Balance:	0.042%	Periodic Finance Charge:	\$316.74
Daily Periodic Rate on Advances or Payments:	0.016%	MIP Daily Periodic Rate on Advances or Payments:	0.001%		
Corresponding APR:	5.685%	Corresponding APR:	0.500%		

***Total Funds Available**

Net Credit Line Set Aside + Net Principal Limit =

\$0.00***IN ORDER TO MAKE FUTURE WITHDRAWALS, YOU SHOULD MAINTAIN A MINIMUM \$50.00 BALANCE IN YOUR LINE OF CREDIT**

If you have any questions or would like further information on your reverse mortgage, please call our Customer Service Department.

Loan Key: 34665

2727 Spring Creek Drive, Spring, TX 77078

Rep.Key: 65

Phone (800) 808-8889 ~ Fax (800) 780-8481 ~ TTY/TDD (800) 827-0897

Page 1 of 3

(Exhibit 5B)



Loan Balance Activity

	Current Month	Year To Date
Previous Loan Balance	\$66,858.27	\$61,983.61
Loan Advance / Scheduled Payment (if applicable):	\$0.00	\$0.00
Loan Advance / Unscheduled Disbursements (if applicable):	\$0.00	\$345.00
Repair Set Aside Disbursements:	\$0.00	\$0.00
Taxes Paid:	\$0.00	\$1,818.05
Insurance Paid:	\$0.00	\$216.64
Interest (Finance Charge):	\$316.74	\$2,730.39
MIP/PMI (Finance Charge): paid to HUD:	\$27.86	\$240.15
Monthly Servicing Fee (Finance Charge):	\$30.00	\$270.00
Change of Plan Fee/Misc. (Finance Charge):	\$0.00	\$0.00
Repayments (See Transaction Information):	\$0.00	(\$370.97)
Total Activity:	\$374.60	\$5,249.26
Closing Loan Balance as of September 30, 2012	\$67,232.87	\$67,232.87

Transaction Information

Transaction Date	Effective Date	Transaction Description	Principal Amount	Interest Amount	MIP Amount	Servicing Fee Amount
09/30/2012	09/30/2012	Monthly Int, MIP/PMI Accrual & SF	\$0.00	\$316.74	\$27.86	\$30.00
Grand Total:			\$0.00	\$316.74	\$27.86	\$30.00

(Int) Interest - (MIP) Mortgage Insurance Premium - (SF) Servicing Fee - (Disb) Advance Disbursement - (Part Repay) Partial Repayment

Important Information

A. ANNUAL PERCENTAGE RATE (APR)

The ANNUAL PERCENTAGE RATE for the interest portion of your FINANCE CHARGE may increase or decrease annually based upon changes in the ("Index"). Therefore, the monthly and daily periodic rates relating to the interest portion of your FINANCE CHARGE may vary. To determine the ANNUAL PERCENTAGE RATE that will apply to your Account, we add a margin to the value of the Index, subject to certain rate limitations as provided in your Reverse Mortgage Note.

The corresponding annual percentage rate for the interest portion of the FINANCE CHARGE does not include costs other than interest. The historical ANNUAL PERCENTAGE RATE includes interest and all other FINANCE CHARGES that relate to your loan.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Reverse Mortgage Solutions, Inc.,

PLAINTIFF,

vs.

Elvenia Bowens, and United States of America, acting by and through its agency, Secretary of Housing and Urban Development,

DEFENDANT(S).

F12-03066

TO THE DEFENDANTS ABOVE NAMED:

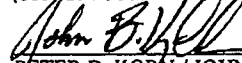
YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 1300 Pickens Street, P.O. Box 11264, Columbia, South Carolina, 29211-1264, 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, 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 Mortgagee 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.

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.

KORN LAW FIRM, P.A.
1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817


PETER D. KORN / JOHN S. KAY / DEAN HAYES
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / SUZANNAH HAYES
MEREDITH L. PRICKETT / KEVIN T. HARDY
TERESA D. VAN FLAKE / ASHLEY ZARRETT
Attorneys for Plaintiff

Columbia, South Carolina

7/30, 2012

IN THE COURT OF COMMON PLEAS

SUMMONS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2012-CP-10-4981

DEFICIENCY WAIVED

JULIE J. ARMSTRONG
CLERK OF COURT

2012 JUL 31 PM 3:43

FILED

[Exhibit 6]

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Reverse Mortgage Solutions, Inc.,

PLAINTIFF,

vs.

Elvenia Bowens, and United States of America,
acting by and through its agency, Secretary of
Housing and Urban Development,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2012-CF-10-4981

DEFICIENCY WAIVED

2012 JUL 31 PM 3:43
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

F12-03066

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

1. That the Plaintiff is a corporation/limited liability company organized and existing under and by virtue of the laws of the State of Texas; and that the Defendant(s) Elvenia Bowens, is upon information and belief, a citizen(s) and resident(s) of the County of Charleston, State 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 Charleston, State of South Carolina.
4. That on or about November 9, 2009, for value received, Elvenia Bowens, did execute and deliver to Security One Lending, a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said Elvenia Bowens promised to pay to Security One Lending the sum of One Hundred Twenty-Seven Thousand Five Hundred And 00/100 Dollars (\$127,500.00), together with interest thereon at the rate of Five And 685/1000 per cent (5.6850%) 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, Elvenia Bowens, did execute and deliver on November 9, 2009 unto Security One Lending, a mortgage covering the following described property:

Legal description and property address:

ALL THAT PIECE, PARCEL OF LOT OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN ADAMS RUN TOWNSHIP, ST. PAUL'S PARISH, CHARLESTON COUNTY, SOUTH CAROLINA, KNOWN AND DESIGNATED AS TRACT C-1B 30,077 SQ. FT. 0.69 ACRES AS SHOWN ON A PLAT PREPARED BY W. MASON LINDSEY, JR., RLS DATED APRIL 29, 1998, AND RECORDED APRIL 30, 1998, IN PLAT BOOK EC, PAGE 470 IN THE RMC OFFICE FOR CHARLESTON COUNTY, SC; SAID LOT HAVING SUCH SIZE, SHAPE DIMENSIONS AND LOCATION AS WILL BY REFERENCE TO THE AFORESAID PLAT MORE FULLY AND AT LARGE APPEAR.

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO ELVENIA BOWENS BY DEED OF EDITH G. SUTCLIFFE, BY DEED DATED DECEMBER 2, 1996 AND RECORDED DECEMBER 17, 1996, IN

FOR A SECOND DEFENSE: required insurance on property

Defendant acquired the required fire and hazard insurance on the property before the Plaintiff brought this action on July 31, 2012. Defendant has maintained this coverage since _____ on a monthly payment agreement with insurer and coverage is valid to-date.

FOR A THIRD DEFENSE: Plaintiff's duty to pay insurance, taxes, etc

In the event, according to _____ of Defendant's mortgage agreement, should the Defendant ever lacks fire or hazard insurance or fail to pay any taxes, assessment, fines or gov't assessment than the Plaintiff required to pay the cost of such insurance, taxes, assessment or fine and add such cost to the Defendant's principal loan balance should the Defendant still have equity in her home.

RELIEF,

1. Dismissal of Plaintiff's Complaint with re-instatement of Defendant's reverse mortgage
2. Mandate intervention into this action from Secretary of Housing and Urban Development on behalf of Defendant, Elvenia Bowens
3. Any other just relief



9-4-2012

Elvenia Bowens
Pro Se Defendant
5381 Hwy. 174
Adams Run, SC 29426
(704) 890-8017 contact #

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
9th JUDICIAL CIRCUIT

FILED
2013 AUG 19 PM 4:16
JULIE ARMSTRONG
CLERK OF COURT

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)

MOTION FOR RECONSIDERATION
(issues overlooked or misapprehended)

✓
C

TO THE HONORABLE JUDGE MIKELL R. SCARBOROUGH:

WHEREFORE, the Defendant, 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 SCRCP _____ to grant this motion reconsidering the foreclosure of the Defendant's property ordered on August 7, 2013 and offers the following and good and sufficient grounds to do so:

FIRST 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 borrower made that election in this matter. In addition, the trial 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

[Exh.b.1 10]

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).

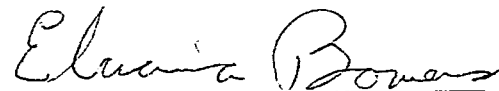
RELIEF,

The Defendant and her representative, Marvin Bowens, pray that this court inquire into the matters overlooked, misapprehended and that which should have been more favorable to the Defendant and issue the following relief

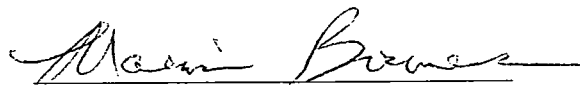
1. Reversal of court order dated on or about August 7, 2013 requiring the foreclosure and sale of the Defendant's property
2. Abolition of all attorney fee, court cost, property charges re-imbursement and all re-instatement letters in this case
3. Accept this motion as a writ of supersedes and stay of the October 15, 2013 sale date in this case or any other sale date of the Defendant's property pending an appeal in this case without bond (as a stay in this case poses in harm to the plaintiff)
4. Any other just relief

Respectfully submitted,

8/19 2013
Charleston, SC



Elvenia Bowens
5381 Hwy. 174
Adams Run, SC 29426
(843) 889-
Pro Se Defendant



Marvin Bowens
6059 Roper Run Road Ext. Lot 58
Ravenel, SC 29470
(704) 777-3472
Representative, Interested Person & Heir

JULIE J. ARMSTRONG
CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2258
RETURN SERVICE REQUESTED



www3.charlestoncounty.org

6



ELVENIA BOWENS
5381 HIGHWAY 174
ADAMS RUN SC 29426-5531

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC

Master/Master's Order Of Foreclosure & Sale

CASE NO: 2012CP1004981

Reverse Mortgage Solutions Inc VS Elvenia Bowens

This judgment was entered on the 22nd day of August, 2013, and a copy mailed first class on Tuesday, August 27, 2013, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at www3.charlestoncounty.org.

[Exhibit 12]

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

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

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 SCRPC 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 SCRPC 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

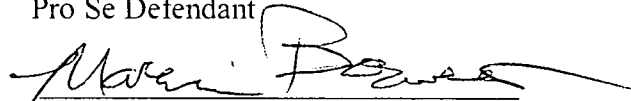
1. A new trial *& Judgment*
2. Reversal of court order dated on or about August 7, 2013 requiring the foreclosure and sale of the Defendant's property
3. Abolition of all attorney fee, court cost, property charges re-imbursement and all re-instatement letters in this case
4. Any other just relief

9/9 20 13
Charleston, SC

Respectfully submitted,



Elvenia Bowens
5381 Hwy. 174
Adams Run, SC 29426
(843) 889-0526
Pro Se Defendant



Marvin Bowens
6059 Roper Run Road Ext. Lot 58
Ravenel, SC 29470
(704) 492-3390
Representative, Interested Person & Heir

and within the time period required under Sections 2.5., 2.6. or 2.7.

2.8.5. Changes in the payment plan must be acknowledged by Borrower by signing a form containing the same information as the attached payment plan (Exhibit 1). Lender shall provide a copy of the completed form to Borrower.

2.9. Change in Payments Due to Initial Repairs.

2.9.1. If initial repairs after closing, made in accordance with the Repair Rider, are completed without using all of the repair set aside, Lender shall inform Borrower of the completion and the amount then available to the Borrower to be drawn under a line of credit. This amount shall be called an "Account."

2.9.2. If initial repairs after closing, made in accordance with the Repair Rider, cannot be fully funded from the repair set aside, any additional Loan Advances needed to complete repairs shall be made in the manner provided under Section 2.16.

2.9.3. If initial repairs are not completed when required by the Repair Rider, Borrower shall not request and Lender shall not make any further payments, except as needed to pay for repairs required by the Repair Rider and mandatory Loan Advances under Section 4.5. In order to complete the required repairs, Loan Advances shall be made first from the repair set aside, and then in the manner provided under Section 2.16.

2.10. Payment of Property Charges.

2.10.1. Borrower may elect to require Lender to use Loan Advances to pay property charges consisting of taxes, hazard insurance premiums, ground rents and special assessments if indicated on the attached payment plan (Exhibit 1). If Borrower has elected to have Lender pay property charges, Borrower may change this election by notifying Lender and at that time Lender shall pay to Borrower any amounts withheld from the Loan Advances to pay property charges.

2.10.2. If Borrower has made the election under Subsection 2.10.1. and Borrower is receiving monthly payments, Lender shall withhold amounts from each monthly payment and use the amounts withheld to make timely payments of property charges. The amounts withheld shall be calculated as provided in Subsection 2.10.3. Amounts withheld from monthly payments shall not be treated as Loan Advances and shall not bear interest except to the extent actually disbursed by Lender.

2.10.3. Lender shall withhold from each monthly payment an amount to pay (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for fire, flood and other hazard insurance required by the Security Instrument. Each monthly withholding for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender. The full annual amount for each item shall be paid by Lender before an item would become delinquent. Lender shall add the amounts for items (a), (b) and (c) to the Principal Balance when paid. If at any time the withholding for item (a), (b), or (c) exceeds the amount of actual property charges, Lender shall pay the excess withholding to Borrower and add it to the Principal Balance. If the total of the withholding for item (a), (b), or (c) is insufficient to pay the item when due, the amount necessary to make up the deficiency on or before the date the item becomes due shall be paid as a Loan Advance in the manner provided under Section 2.16.

2.10.4. If Borrower has made the election under Subsection 2.10.1. and Borrower is not receiving monthly payments, Lender shall make Loan Advances under the line of credit payment plan as needed to make timely payments of property charges, provided that no such Loan Advance shall exceed the amount permitted by Section 2.6.1.

2.10.5. If Borrower fails to pay the property charges in a timely manner, and has not elected to have Lender make the payments, Lender shall pay the property charges as a Loan Advance as required under Section 2.16. If a pattern of missed payments occurs, Lender may establish procedures to pay the property charges from Borrower's funds as if Borrower elected to have Lender pay the property charges.

2.10.6. Lender shall immediately notify any Borrower who has made the election under Subsection 2.10.1. whenever Lender determines that amounts available from monthly payments or line of credit payments will be insufficient to pay property charges.

2.11. Insurance and Condemnation Proceeds. If insurance or condemnation proceeds are paid to Lender, the Principal Balance shall be reduced by the amount of the proceeds not applied to restoration or repair of the damaged Property and the available loan funds shall be recalculated. At the same time, the Principal Limit also shall be reduced by the amount of the proceeds applied to reduce the Principal Balance.

2.12. Interest.

2.12.1. Interest shall be calculated as provided in the Loan Documents.

2.12.2. Interest shall accrue daily and be added to the Principal Balance as a Loan Advance at the end of each month.

2.13. Mortgage Insurance Premium (MIP); Monthly Charge.

2.13.1. Monthly MIP shall be calculated as provided in 24 CFR Part 206. If the Security Instrument is held by the Secretary or if the Secretary makes Loan Advances secured by the Second Security Instrument, a monthly charge shall be due to the Secretary and shall be calculated in the same manner as MIP.

2.13.2. The full amount of monthly MIP or monthly charge, including any portion of the MIP retained by a Lender under 24 CFR 206.109, shall be considered to be a Loan Advance to Borrower on the later of the first day of the month or the day Lender pays the MIP to the Secretary, if any MIP is due to the Secretary. In the event that the Note becomes due and payable or the Note is prepaid in full after the first day of the month, Lender may add the accrued MIP to the Principal Balance or the Secretary may add the accrued monthly charge to the Principal Balance.

2.14. Manner of Payment. For purposes of this Section "Borrower" shall not include any person who signed this Loan Agreement but who has a Principal Residence different from the Property. Only a Borrower has a right to receive Loan Advances. Borrowers shall choose to receive Loan Advances by either electronic funds transfer to a bank account designated by all Borrowers or by check mailed to an address designated by all Borrowers, except where all Borrowers agree that payment should be made directly to a third party for the benefit of the Borrowers. Borrowers may change the manner of payment by notifying Lender.

2.15. Protection of Property.

2.15.1. If Borrower vacates or abandons the Property, or if Borrower is in default under the Security Instrument, then Lender may make reasonable expenditures to protect and preserve the Property and these expenditures will be considered Loan Advances as required under Section 2.16.

2.15.2. If Borrower fails to pay governmental or municipal charges, fines or impositions that are

KORN LAW FIRM, P.A.
POST OFFICE BOX 11264,
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29211
TELEPHONE (803) 252-5817

May 16, 2013

Elvenia Bowens
5381 Highway 174
Adams Run, SC 29426

RECEIVED
OCT 07 2013
SC Court of Appeals

Re: Reverse Mortgage Solutions, Inc. vs. Elvenia Bowens, and United States of America, acting by and through its agency, Secretary of Housing and Urban Development
Loan #R2009100063
PDK #F12-03066

Dear Sir/Madam:

Please be advised that the amount needed to reinstate the above referenced loan is as follows:

amount due to mortgage company:	\$ 2,913.42
attorney fees:	\$ 765.00
foreclosure costs:	\$ 759.95
total:	\$ 4,438.37

This total must be received by 6/7/2013. Certified funds are required. Payment must be made payable to "Korn Law Firm" and mailed to the above address (Western Union/Quick Collect instructions are available, please call for instructions).

THIS FIGURE IS SUBJECT TO CHANGE. Due to the fact that this account is in foreclosure, there could be additional fees and costs associated with this action, BEFORE paying the figure listed above, please contact Dave Rittenhouse at (803) 252-5817 for final verification. These figures are subject to change after the due date listed above.

This office is attempting to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

Dave Rittenhouse
Loss Mitigation Department

[Exhibit 15]