

IN THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM CHARLETON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-in Equity

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)
.....Appellants

APPEAL/PETITION TO REVIEW DENIAL ON A "WRIT OF SUPERSEDEAS" IN THE S.C.
COURT OF APPEALS BY AN INDIVIDUAL JUSTICE
AND
EXPARTE/EMERGENCY

MOTION FOR A TEMPORARY RESTRAINING ORDER (Rule 65(B) SCRPC OR
MOTION FOR A REMEDIAL WRIT INJUNCTION OR WRIT OF PROHIBITION (Rule
65(F)(1) OR MOTION FOR A STAY OF PROCEEDINGS DURING PENDENCY OF
APPEAL & INJUNCTION (Rule 62 SCRPC) BASED ON IRREPARABLE HARM

Sale date of the property is October 15, 2013

S.C. Court of Appeals case # 2013-00-2122

Wherefore, the "Master" rendered a questionable judgment against the Appellant, Elvenia Bowens, on August 20, 2013 from a trial on August 7, 2013. And Wherefore, the "Master" failed to answer two timely filed "motion for new trials" until October 3, 2013 (denial never received). And Wherefore, the Appellants filed a "Notice of Appeal" on September 27, 2013. And Wherefore on October 7, 2013 the appellants filed an "Emergency Petition for a Writ of Supersedeas" based on extraordinary circumstances in the S.C Court of Appeals. And Wherefore, the Honorable Associate Justice Cureton denied the Emergency Petition for a writ of Supersedeas" by order dated October 9, 2013, received by the appellant on October 11, 2013, without addressing whether extraordinary circumstances exist. And Wherefore the Appellant property is subject to be sold on October 15, 2013 (thereby suffering irreparable harm) the appellant(s) respectfully moves this Honorable Court or a Justice thereof pursuant relevant

statutes to grant this motion staying the foreclosure sale herein and until such time as a hearing can be held on the merits. The Appellant(s) offers the following as good and sufficient grounds to do so:

FIRST GROUND FOR MOTION: Immediate and Irreparable Harm

The Sale date for the foreclosed property is October 15, 2013

SECOND GROUND FOR MOTION: Judgment amount is in dispute and based on attorney fraud

1). Attorney for Respondent, Chris Truluck, secured a judgment from the "Master" for property charges reimbursement (taxes and insurance), which was paid on behalf of Elvenia Bowens and already added to the mortgage debt for more than a year. Two other attorneys from the Respondent law firm had already waived the property tax reimbursements therein. In any event, the judgment requested and received was for \$4,438.37 (**Exhibit 1-May 16, 2013 reinstatement letter**). After receiving the judgment, Mr. Truluck prepared and filed a "fraudulent "record of hearing" (**Exhibit 2-record of hearing**) and possibly a vague and deceptive "Master's Order and Judgment of Foreclosure" (possibly on behalf of the "Master") (**Exhibit 3-Master's order**). In any event, Mr. Truluck disregarded the \$4,438.37 judgment for property charges reimbursement and required the principal debt of \$71,546.01. Trial transcripts with prove that Mr. Truluck never sought the principal debt nor did the "Master" grant it.

2) In fact, the "Master" ordered Mr. Truluck to provide the Appellants with a new re-instatement letter so the Appellant could pay the re-instatement amount before the foreclosure date if they got the money. Furthermore, the loan agreements between the parties set requirements for accelerating the mortgage principal debt, including but not limited to a) requiring the approval of HUD first, which Mr. Truluck did not do (**Exhibit 4- section 6(B)(iii)"fixed rate note closed end"**) and (**Exhibit 5-section 9(b)(iii) " fixed rate home equity conversion mortgage"**) b) providing the reinstatement amount to be paid even during foreclosure (see **Exhibit 5- Section 11 "Fixed Rate Home Conversion Mortgage"**).

3). In addition, Mr. Truluck judgment is incorrect because his reinstatement letter (see **exhibit 1**) requested attorney fees and court cost, which the "Master" approved. However, the loan agreement between the parties mandate that attorney fees and court cost as a result of foreclosure must be added to the mortgage debt (see **Exhibit 5- Section 11 "Fixed Rate Home Conversion Mortgage"**).

THIRD GROUND FOR MOTION: Supersedeas not properly entertained and bond amount never determined

4). Providing that the judgment amount is incorrect because Mr. Truluck fraudulently changed it and it is contrary to the loan agreement between the parties, than the supersedeas bond pursuant

to SC Code Ann 18-9-130(A)(1) requires the bond to be the amount of the judgment, which should be \$2,913.42, although the "Master" ordered \$4,438.37 or double whichever amount is correct, if any.

5). The Appellants maintain that the "Master" should never have entertained a cause of action for property charges re-imbursements or granted a judgment based on a trial thereof because 1) the property charges were added to the principal balance for years (**Exhibit 6A-6C-mortgage statement**) so SC Codes of law 29-4-30(7)(d) applies as the lender's security is not in jeopardy after property charges are paid 2) because two prior attorneys from the same firm waived it so estoppel applies and 3) it is contrary to SC Codes of Law 29-3-30 and 29-3-40, which makes property charge reimbursements a lien on the property not a mechanism for foreclosure.

6). Furthermore, the "Master" must hold a supersedeas hearing. He must determine the Supersedeas bond as required by law because SC Codes Ann 18-9-130(A)(1) speaks of a supersedeas bond being the value of the property or judgment or double thereof. Also, S.C. Codes of law 18-9-170 requires the judge who issued the judgment to determine the value of the use and occupation of the property to be determined in the undertaking. In addition, other conditions can accompany a supersedeas undertaking and those conditions were not entertained either. Likewise, pursuant to SC Code 18-9-200 the "Master" never determined if one instrument or several will be required for the undertaking.

7). In addition, on October 7, 2013 the Appellant pursuant to Rule 241(d)(1) filed an "Emergency Petition for a writ of Superseaeas" based on extraordinary circumstances in the S.C. Court of Appeals and the Honorable associate Justice Cureton denied it citing caselaw Exparte Andrews. However, contrary to Andrews the Appellant were not trying to avoid posting a superseadeas bond, just the correct bond (**see attached order**). In any event, Associate Justice Cureton never determined if extraordinary circumstances existed for a superseadeas in the appellate court.

8). In response to the "Emergency Petition for a Writ of Supersedeas" in the S.C. Court of Appeals the Appellants received a "Return In Opposition For Writ of Supersedeas" on October 11, 2013 from the Respondent dated October 10, 2013. In it Mr Truluck stated that the "Master" per form 4 denied the Appellants' "motion for reconsideration" and denied the stay of execution. This form 4 denial was never received and even if received the Appellant's motion for reconsideration" was timely amended on September 9, 2013 and none of the relief sought requested a "stay of execution". As such, the "Master" had denied the Appellants' supersedeas before it was even filed.

9). The Appellant after being inordinately delayed by the "Master" in terms of answering their motions for a new trial. After filing an emergency petition for a supersedeas with the appellate court on October 7, 2013, which was denied have no adequate remedy at law. The appellants have filed an "Exparte Petition for a Writ of Supersedeas" (**Exhibit 7-exparte petition**), an Exparte Rule 62 Motion to be relieve from the judgment herein with the lower court (**Exhibit 8-rule 62 motion**) and "undertaking" (**Exhibit 9-undertaking**) on October 11, 2013 but those motions are impractiable and will probably go unanswered until after the October 15, 2013 sale date; making them "moot".

FOURTH GROUND FOR MOTION: Attorney Fraud

10). The Trial transcript, exhibits, documents and pleadings will verify the allegations herein of attorney fraud involving this case:

a). Attorney Chris Truluck presented a fraudulent “record of hearing” to the “Master” The “record of hearing” stated that the “Master” found that the Defendant had failed to make monthly payments on her mortgage (see exhibit 2). However, the Defendant has a reverse mortgage which does not require monthly payment.

b). Mr. Truluck also stated in his “record of hearing” that the defendant failed to pay taxes and insurance payments into an escrow account. However, the loan agreement between the parties requires the defendants to pay her own taxes and insurance (see Exhibit 5 section 2-) and Mr. Truluck never mentioned an escrow account at trial nor provided a default letter proving such.

c). Mr. Truluck further stated in his “record of hearing” that the “Master” found that the defendant was in default of other charges, such as a \$325 appraisal charge and \$160 inspection charge (see exhibit 2). However, those charges were never mentioned to the “Master” either because they are the results of the foreclosure judgment; not charges due prior to foreclosure. Mr. Truluck did not have in his possession any written proof, such as a demand or default letter sent to the appellants involving any these charges either. Mr. Truluck made these alleged finding of facts in his “record of hearing” guessing that the “master” would not read it or that the appellant would not see it because he never intended to serve the “record of hearing” on the defendant.

d). If Mr. Truluck indeed prepared the “Master’s Order and Judgment of Foreclosure and Sale” he made the order vague and deceptively to support the judgment he received. The “master Order” calls for the entire principal balance even though Mr. Truluck only requested property charges re-imbursement of \$4,438.37 at trial. Also, Mr. Truluck request for principal debt is in violation to the loan agreement between the parties (see exhibit 4 section 6(b) & exhibit 5 section 9(b)).

e). The “Master’s Order” also leaves out relevant finding of facts as to whether a determination was made if Mr. Truluck could litigate estoppels issues involving the property charges waived by two prior attorneys from his firm, whether he could bring a separate action for property charges that has been paid and added to the mortgage debt or whether Marvin Bowens representation of Elvenia Bowens was unlawful, especially since Marvin Bowens sought to withdraw from the case At the onset of the hearing (see exhibit 3).

f). Mr. Truluck has not provided the defendant with a re-instatement letter as ordered by the “master” (on the record) in order to reinstate the mortgage. This too is a violation of the parties’ loan agreement (see exhibit 5 section 11).

g). Mr. Truluck failed to provide the defendant with all pleadings submitted to the court, such as the "record of hearing".

h). Mr. Truluck filed two loan agreements between the parties entitled "Fixed Rate Home Equity Conversion Mortgage" (see exhibit 5) and "Fixed Rate Note Closed End (Home Equity Conversion)" (see exhibit 5) with the Charleston County Clerk of Court Office along with his "Record of Hearing" but he failed to file a third loan agreement entitled "Home Equity Conversion Loan Agreement Closed End" because it supports the appellants' claim in their "motion for reconsideration" that Elvenia Bowens had an election in the policy to have property charges added to the mortgage debt as she requested.

i). Mr. Truluck has failed to show the "Master" that he acquired the approval from HUD to accelerate the loan and call the principal debt due as required by section 9(b), 9(b)(iii) of the loan agreement entitled "Fixed Rate Home Conversion Mortgage" as well as section 6B, 6(B)(iii) of the loan agreement entitled "Fixed Rate Note Closed End (Home Equity Conversion)".

FIFTH GROUND FOR MOTION: Judicial misconduct

11). The "Master" mandated that Marvin Bowens, a non-lawyer, represent his mother, Elvenia Bowens on August 7, 2013 even after Marvin Bowens attempted to withdraw from the case. The "master" also allowed Marvin Bowens to represent his mother on two prior occasions in this case before August 7, 2013. When the attorneys in this case required Marvin Bowens to appear before the "Master" to move their case forward, the "Master" should've denied Mr. Bowens representation and continued the case.

12). The "Master" also willfully failed to answer two timely "Motion for reconsideration/New Trial". The Appellants' believed this was done to make the foreclosure and motions "moot" because of the allegations of judicial and attorney misconduct alleged in the motions. The Respondent stated in his "Return In Opposition For Writ of Supersedeas" in this case before the appellate court that the "Master" denied the appellants' "motion for reconsideration" on October 3, 2013 using a form 4 (Exhibit 10-Return in opposition). However, Appellants never received a form 4 denial and even if it is true it took the "Master" from August 19, 2013 when the appellants filed the first "motion for Reconsideration" until October 3, 2013 to deny the appellants' motions; 12 days before the sale date herein.

13). Finally, the "Master" displayed anger when dealing with the appellants on August 7, 2013. Telling them on the record that he was tired of seeing them.

SIXTH GROUND FOR MOTION: No adequate remedy at law

14). The appellants have no adequate remedy at law. However, the Appellant filed, faxed and delivered a "Request for Reinstatement" Letter to the Respondent on October 12, 2013 and again in person on October 14, 2013 (Exhibit 11-reinstatement letter) so they can pay the reinstatement amount "under protest" but it is believed that the respondents will not honor it

since they didn't send it per the "Master's" order. Considering the "totality of the circumstances" herein, the Appellants should have the opportunity to have their "Motion for relief from Judgment" and "Motion for writ of supersedeas" filed in the lower court on October 11, 2013 properly heard and/or their "motion for Writ of Supersedeas" in the appellate court heard.

Relief,

- 1). Issuing an order granting the Appellant(s) an Exparte temporary restraining order, temporary injunction, Writ of Prohibition or stay to stop the sale of the appellant's home on October 15, 2013 until such time as a hearing can be held on the merits of this motion and/or Motion for Relief from Judgment" and "Motion for Writ of Supersedeas" in the lower court properly heard.
- 2) Set a reasonable injunction or remedial writ bond considering all the circumstances herein
- 3) Any other just relief

Pursuant to Rule 241(d)(6) S.C.A.C.R exigent circumstance exist so we hereby certify that the Appellant, Elvenia Bowens, will suffer immediate and irreparable harm/injury on October 15, 2013 before a hearing on the merits can be held and that the Respondent was served a copy of this motion on October 14, 2013 (see attached proof of service).

October 14, 2013



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

Other Counsel of record:

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



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

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM CHARLETON COUNTY
Court of Common Plea

Mikell R. Scarborough, Master-in Equity

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
.....Appellants

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 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 \$4,438.37 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 \$4,438.37 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 September 17, 2013 I also served a fax copy of this motion to Nicole Johnson for Chris Truluck at fax # (803) 231-2071.
 31. That I sent Nicole Johnson an email at Nicole.Johnson@kornlawfirm.com 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 directed at the S.C. Court of appeals in the Charleston County Court of Common Pleas on September 27, 2013, but I captioned the Notice of appeal wrong.

- 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 this affidavit is for the purpose of verifying the "writ of supersedeas", other pleadings and disputed facts in this case.
 37. That I received a "Return in Opposition to Petition For Writ of Supersedeas" from the Respondent on October 12, 2013 but I never received a Form 4 denial of my motion for reconsideration.
 38. That I along with Elvenia Bowens filed a Exparte/Emergency Petition for Writ of Supersedeas" and "Exparte Motion Relief from Judgment" in the Charleston County Court of Common Pleas in this case on October 11, 2013.
 39. That on October 12, 2013 I caused to be faxed a copy of the "Exparte/Emergency Petition for Writ of Supersedeas", "Exparte Motion Relief from Judgment", "Undertaking for Writ of Supersedeas" and "Request for Reinstatement letter" to Chris Truluck via fax # (803) 231-2071 from the Trident Technical College in Hollywood, South Carolina.

FURTHER AFFIANT SAITH NOT!

Man James Bowens
Affiant

Sworn to and subscribed before me

This 14 day of October, 2013

[Signature]
Signature of notary public

Rosemary T. Ludd
Print name of notary public

My Commission expires September 29, 2015

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM CHARLETON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-in-Equity

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)
.....Appellants

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.
8. 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.

9. 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.
10. 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.
11. 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.
12. That I did not receive a form 4 denial of my "motion for reconsideration" from the Master-in-Equity in this case or any denial of my motion for reconsiderations in this case.
13. That I signed an Exparte/Emergency Petition for Writ of Supersedeas", "Exparte Motion Relief From Judgment", "Undertaking for Writ of Supersedeas" and "Request for reinstatement" letter on October 11, 2013 and upon information and belief from Marvin Lamar Bowens he faxed it to the Respondent on Saturday, October 12, 2013.

Further affiant saith not!

Elvenier Bowens

Affiant

Sworn to and subscribed before me

This 14 day of October 2013

Rosemary Fludd

Signature of notary public

Rosemary Fludd

Print name of notary public

My Commission expires September 27, 2015

The South Carolina 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, Defendants,

Of whom Elvenia Bowens is the Appellant.

Appellate Case No. 2013-002122

ORDER

After careful consideration, Appellant's emergency petition for writ of supersedeas is denied. *See Ex parte Andrews*, 152 S.C. 325, 150 S.E. 313 (1929) (holding that the appellate court rule permitting the appellate court to stay proceedings from which an appeal is taken is not intended to interfere in any way with statutory provisions governing the stay of judgments from the sale or delivery of land); S.C. Code Ann. § 18-9-170 (1976) ("If the judgment appealed from direct the sale or delivery of possession of real property, the execution of the judgment shall not be stayed unless a written undertaking be executed on the part of the appellant, *with two sureties*, to the effect that during the possession of such property the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaking until the delivery of possession thereof pursuant to the judgment. . . ." (emphasis added)); Rule 241, SCACR ("Where specific conditions must be met before the exception [to the general rule that a notice of appeal acts to automatically stay matters decided in the judgment] applies, those conditions must be strictly complied with.")


FOR THE COURT

Columbia, South Carolina

Cc:

Elvenia Bowens

Christopher Stephen Truluck

Julie J. Armstrong

The Honorable Mikell R. Scarborough

**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

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

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

IN THE COURT OF COMMON PLEAS

RECORD OF HEARING

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2012-CP-10-04981

DEFICIENCY WAIVED

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2013 AUG 22 PM 4: 18

FILED

Pursuant to the Order of Reference granted in the above cause of action, a hearing was held before Mikell R. Scarborough, as Master in Equity for Charleston County, attended by counsel as follows:

APPEARANCES: PETER D. KORN / JOHN S. KAY / DEAN HAYES
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / SUZANNAH HAYES
ASHLEY ZARRETT / KEVIN T. HARDY
CHRIS S. TRULUCK / MICHAL KALWAJTYS

KORN LAW FIRM, P.A.
Attorneys for Plaintiff

REPORTED BY: Court Reporter

BY THE MASTER: Attorney for the Plaintiff calls attention to the filing of the Lis Pendens in the Office of the Clerk of Court for Charleston County on July 31, 2012.

Attorney for the Plaintiff also calls attention to the filing of the Summons and Complaint in said Office of the Clerk of Court on July 31, 2012, and to the designation of same as Civil Action Number 2012-CP-10-04981 in the Court of Common Pleas.

Attorney for the Plaintiff also calls attention to the Proof(s) of Service as to the Defendants Elvenia Bowens, and United States of America, acting by and through its agency, Secretary of Housing and Urban Development, showing that service of the Summons and Complaint was effected upon said defendants. Attorney for the Plaintiff also calls attention to the Affidavit of Non-Military status showing that the Defendant Elvenia Bowens is not in the Military Service of the United States of America.

Attorney for the Plaintiff also calls attention to the Order of Reference dated December 14, 2012, wherein the above matter was referred to Mikell R. Scarborough, as Master in Equity, with authority to enter final Judgment in the cause.

It is stipulated that the signing of the Testimony by the witnesses, as required under Section 15-31-80, Code of Laws of South Carolina, 1976, is hereby waived.

WHEREUPON, ATTORNEY FOR THE PLAINTIFF STATED AS FOLLOWS:

BY ATTORNEY FOR THE PLAINTIFF: If it pleases the Court, I represent the Plaintiff in this action.

From the original records in my possession, and from the Complaint herein, and from examination of the records of the Office of the Register of Deeds for Charleston County, I find that on November 9, 2009, Elvenia Bowens gave a Mortgage Note unto Security One Lending, in the principal amount of One Hundred Twenty-Seven Thousand Five Hundred And 00/100 (\$127,500.00) Dollars. This Note calls for repayment of the principal together with accrued interest at the rate of 5.685% percent per annum, until paid in full. The Note also contains provisions calling for the assessment of Attorney's Fees and Costs in the event of default and placement in the hands of an Attorney for collection.

The reverse side of the Note contains an Endorsement without recourse in favor of Reverse Mortgage Solutions, Inc.

I would offer a copy of the original Mortgage Note into evidence as Plaintiff's Exhibit One.

MORTGAGE NOTE identified, offered and
received in evidence as Plaintiff's Exhibit One.

I have next in my possession, the original Mortgage given to secure that Mortgage Note just offered into evidence and containing terms identical thereto. This instrument was given by Elvenia Bowens, unto Security One Lending on November 9, 2009, and was recorded in the Office of the Register of Deeds for Charleston County on November 18, 2009, in Mortgage Book 0092 at Page 431. This instrument conveys the property more fully described in the Complaint.

The above referenced instrument constitutes a first lien priority mortgage.

I would offer a copy of the original Mortgage into evidence as Plaintiff's Exhibit Two.

ORIGINAL MORTGAGE identified, offered and
received in evidence as Plaintiff's Exhibit Two.

Thereafter, by virtue of an assignment dated April 8, 2010, recorded April 27, 2010, in Mortgage Book 0119 at page 240, Security One Lending, a California Corporation assigned said mortgage unto Reverse Mortgage Solutions, Inc. Reverse Mortgage Solutions, Inc., is present lien holder and Plaintiff herein.

That the Defendant, United States of America, acting by and through its agency, Secretary of Housing and Urban Development, is made a party by virtue of a Mortgage dated November 9, 2009 and recorded November 18, 2009, in Book 0092 at Page 433, in the amount of One Hundred Twenty-Seven Thousand Five Hundred AND 00/100 (\$127,500.00).

The Defendant Elvenia Bowens, who is the record titleholder(s) of the property sought to be foreclosed, failed and refused to make the monthly payments. All subsequent payments are likewise in default. Demand has been made upon the Defendant(s) for payment of same and after demand, the payments remain in default. Upon default, the Plaintiff elected to exercise its option clearly contained in the Mortgage instruments to declare the entire remaining principal and interest due and payable. The principal balance due on the Note and Mortgage at the present time is Fifty Thousand Eight Hundred Twenty-Eight And 71/100 (\$50,828.71) Dollars. The Plaintiff has computed interest at the Contract rate of 5.685 percent per annum from May 14, 2012, which was the date of the last paid installment through August 7, 2013, and has determined this amount to be Twelve Thousand Eight Hundred Ninety-Nine And 39/100 (\$12,899.39) Dollars. In addition to principal and interest as aforementioned, the Defendant(s) were required to pay certain funds monthly into an escrow account to defray the costs of taxes and insurance. This amount is likewise in default. There exists a deficit in this account at the present time of Five Thousand Seven Hundred Forty-Seven And 96/100 (\$5,747.96) Dollars. The following is also due and owing on their account: Three Hundred Twenty-Five And 00/100 (\$325.00) Dollars for BPO / Appraisal charges. The following is also due and owing on their account: One Hundred Sixty And 00/100 (\$160.00) Dollars for Property Inspection costs. At this time the Plaintiff would direct the Court's Attention to the provisions of the Mortgage Note and Mortgage regarding the assessment of attorney's fees and costs and would show that it has expended the sum of Seven Hundred Thirty-Four And 95/100 (\$734.95) by way of filing fees and service costs prior to the hearing. In addition, in view of the size of the mortgage debt and the complexity of the foreclosure action, the Plaintiff would request for its attorney the sum of Eight Hundred Fifty And 00/100 (\$850.00), as a reasonable attorney's fee pending final accounting of this case.

That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

Examination of the Public records of Charleston County, contained in the Office of the Clerk of Court and Register of Deeds forward from the date of recording of that Mortgage sought to be foreclosed, up to and including the date and time of the filing of the Lis Pendens in this action reveals that no persons, firms or municipalities other than the parties to this action have any interest in, lien on or claim to this subject property by way of mortgage, judgment, assessment or otherwise.

The Plaintiff moves for foreclosure of its mortgage with equity of redemption barred, requesting that the proceeds of any public sale be disbursed in accordance with the prayer of the Plaintiff's Complaint and further in accordance with the law and the custom of this Court applicable thereto. By Matthew J. Modica, Esquire: Your Honor, I am an Attorney, and I represent the Defendant, United States of America, acting by and through its agency, Secretary of Housing and Urban Development. I wish to call attention to the Answer filed by this defendant, assert that this is a lien upon the property in question, and request the Court to determine its priority and protect the lien of said defendant.

All taxes have been paid through the year 2011.

I have nothing further at this time, Your Honor.

REFERENCE ADJOURNED.

Korn Law Firm, P.A.

BY: 

Date: 8/6, 2013

PETER D. KORN / JOHN S. KAY / DEAN HAYES

ALAN M. STEWART / JOHN B. KELCHNER

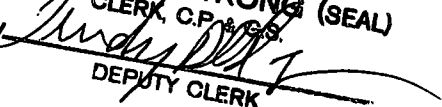
H. GUYTON MURRELL / SUZANNAH HAYES

ASHLEY ZARRETT / KEVIN T. HARDY

CHRIS S. TRULUCK / MICHAL KALWAJTYS

Attorneys for Plaintiff

Columbia, South Carolina
August 7, 2013

ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P. & S.S.
By 
DEPUTY CLERK

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO: 2012-CP-10-04981

Reverse Mortgage Solutions, Inc.

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

PLAINTIFF(S),

DEFENDANT(S).

F12-03066

Submitted by: Korn Law Firm, P.A.	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
-----------------------------------	---

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

BY JULIE J. ARMSTRONG
CLERK OF COURT
2013 AUG 22 PM 4:17

FILED

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : Foreclosure Action

20

Exhibit 3

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
	N/A	\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

Property Address: 5381 Highway 174, Adams Run, SC 29426 TMS #: 098-00-00-221

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

Master in Equity

3062
Judge Code

8/20/13
Date

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of _____, 20__ and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of _____, 20__ to attorneys of record or to parties (when appearing pro se) as follows:

Korn Law Firm, PA
PO Box 11264
Columbia, SC 29211-1264
ATTORNEY FOR THE PLAINTIFF

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: _____

ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P. & G.S.
By *Judy [Signature]*
DEPUTY CLERK

Form 4 Attachment

Elvenia Bowens
5381 Highway 174
Adams Run, SC 29426

United States of America,
acting by and through its agency,
Secretary of Housing and Urban Development
c/o Matthew J. Modica, Esq.
151 Meeting Street, Suite 200
Charleston, SC 29401

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,

DEFENDANTS.

F12-03066

TO:

Korn Law Firm, P.A.
Attorney for Plaintiff

Matthew J. Modica, Esq.
United States of America, acting by and through its agency,
Secretary of Housing and Urban Development

Elvenia Bowens
Pro Se

IN THE COURT OF COMMON PLEAS

MASTER'S ORDER AND
JUDGMENT OF FORECLOSURE AND
SALE

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO: 2012-CP-10-04981

DEFICIENCY WAIVED

2013 AUG 22 PM 4:18
JILLIE J. JAMES
CLERK OF COURT

FILED

The loan is no longer subject to the Supreme Court of South Carolina's Administrative Order 2011-05-02-01 because the Mortgagor(s) have been served with the required notice of rights, and more than 30 days have elapsed since service upon the Mortgagor(s), and, the Mortgagor(s) have failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

The Certification of Mortgagor Non-Compliance was mailed to the borrower on September 20, 2012, and the borrowers failed to file a response to the notice.

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said Order of Reference a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find conclude and order as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on July 31, 2012.
2. The Summons and Complaint were filed on July 31, 2012.
3. Service was made upon the Defendant(s) named in this Report as is shown by the Proof(s) of Service filed herein.

4. That the Defendants Elvenia Bowens, and United States of America, acting by and through its agency, Secretary of Housing and Urban Development are not in default as shown by Affidavit on file herein.

5. The Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

7. For value received, Elvenia Bowens made, executed and delivered a Note dated November 9, 2009, promising thereby to pay to the order of Security One Lending the sum of One Hundred Twenty-Seven Thousand Five Hundred And 00/100 Dollars (\$127,500.00), with interest at 5.685 percent per annum. Other terms and conditions are stated in the Note, which is of record herein.

8. To better secure the payment of the Note described above, the said Elvenia Bowens made, executed and delivered to Security One Lending a Mortgage in writing, dated November 9, 2009, covering real property in Charleston County, which is the same as that described in the Complaint. The mortgage was filed on November 18, 2009, and is of record in the Office of the Register of Deeds for Charleston County in Mortgage Book 0092 at page 431.

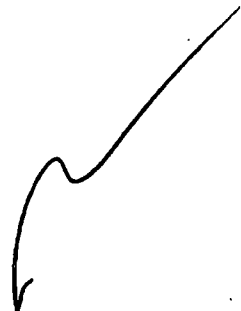
9. Thereafter, by virtue of an assignment dated April 8, 2010, recorded April 27, 2010, in Mortgage Book 0119 at page 240, Security One Lending, a California Corporation assigned said mortgage unto Reverse Mortgage Solutions, Inc. Reverse Mortgage Solutions, Inc., is present lien holder and Plaintiff herein.

10. The above referenced instrument constitutes a first lien priority mortgage.

11. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

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

1. Lis Pendens
2. Summons and Complaint
3. Affidavit of Default
4. Order of Reference
5. Notice of Hearing
6. Proposed Final Decree
7. Notice of Sale



8. Transcript of Testimony
9. Other documents as applicable pertaining to service and finalization of this action.

Additionally, he has arranged for service of process on the defendant(s), has scheduled and attended the hearing in this matter, has provided reinstatement figures to the primary defendant, if requested, and has had telephone conversations with the defendant(s), if requested. Future duties include forwarding copies of the Decree to the defendant(s), advising the defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by plaintiff, representation of plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a property matter, the attendant responsibilities and the size of the mortgage debt, I find that the attorney fees requested by the plaintiff in the amount of eight hundred fifty and 00/100 (\$850.00) are reasonable.

13. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a)	Principal due	\$ 50,828.71
(b)	Interest from 5/14/2012 through 8/7/2013 at 5.685%	\$ 12,899.39
(c)	Escrow adjustments (debits or credits)	\$ 5,747.96
	Insurance	\$1,579.95
	Taxes	\$1,818.05
	MIP/PMI	\$2,349.96
(d)	Appraisal fee	\$ 325.00
(e)	Property Inspections	\$ 160.00
(f)	Costs of Collections Prior to Hearing	\$ 734.95
(g)	Attorney Fees	\$ 850.00
	TOTAL DEBT secured by Note and Mortgage, including interest to date shown	<u>\$ 71,546.01</u>

Interest for the period from the date shown in (b) above, through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 5.685 percent per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

14. That the Defendant, United States of America, acting by and through its agency, Secretary of Housing and Urban Development, is made a party by virtue of a Mortgage dated November 9, 2009 and recorded November 18, 2009, in Book 0092 at Page 433, in the amount of One Hundred Twenty-Seven Thousand Five Hundred AND 00/100 (\$127,500.00).

15. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

16. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

17. This Mortgage loan is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac nor is the servicer/investor participating in the Home Affordable Modification Program.

CONCLUSION OF LAW

I, therefore, conclude as follows:

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of Seventy-One Thousand Five Hundred Forty-Six And 01/100 Dollars (\$71,546.01) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 5.685% percent per annum.

3. That the Defendants liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master in Equity at public auction at the Charleston County Courthouse in Charleston, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in the such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

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

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 5.685 percent.

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

D. The above referenced instrument constitutes a first lien priority mortgage.

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

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

6. Personal nor deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

7. Pursuant to Section 2410(c), Title 28, United States Code, the Defendant United States of America has a right to redeem the subject property within one year after the date of the foreclosure sale.

8. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

9. That the Master in Equity will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within Thirty (30) days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

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

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

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

11. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Charleston County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in

full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected.

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

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

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

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

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

That Mortgage originally given to Security One Lending by Elvenia Bowens, dated 11/9/2009 and recorded 11/18/2009, in Mortgage Book 0092 at page 431.

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

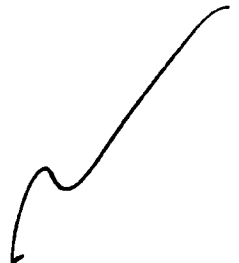
LEGAL DESCRIPTION AND PROPERTY ADDRESS:

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 THE REGISTER OF DEEDS OFFICE FOR CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, IN BOOK U-277 AT PAGE 772.

5381 Highway 174, Adams Run, SC 29426

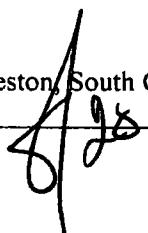
TMS 098-00-00-221



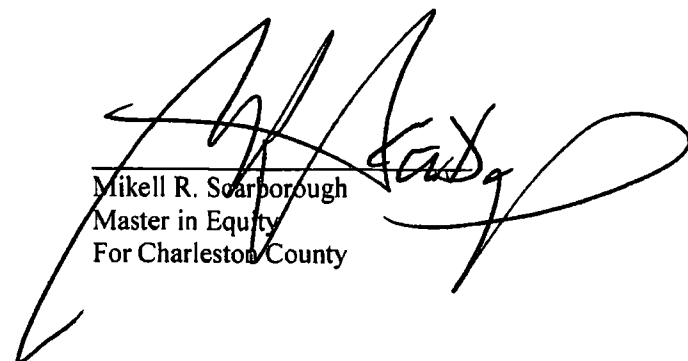
18. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales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

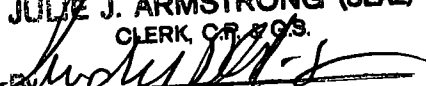
19. IT IS FURTHER ORDERED this Mortgage loan is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac nor is the servicer/investor participating in the Home Affordable Modification Program.

Charleston, South Carolina
_____, 2013.



Mikell R. Scarborough
Master in Equity
For Charleston County



ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.R. P.G.S.
BY 
DEPUTY CLERK

State of SOUTH CAROLINA

CERTIFIED TRUE
AND CORRECT COPY

ve

**FIXED RATE NOTE
CLOSED END
(Home Equity Conversion)**

November 9, 2009

FHA Case No.: **REDACTED**
Loan No. *redacted*

5381 HIGHWAY 174, ADAMS RUN, South Carolina 29426 (Property Address)

1. DEFINITIONS

"Borrower" means each person signing at the end of this Note. "Lender" means Security One Lending and its successors and assigns. "Secretary" means the Secretary of Housing and Urban Development or his or her authorized representatives.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated November 9, 2009 ("Loan Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by Lender, plus interest, if not due earlier, are due and payable on August 15, 2089. Interest will be charged on unpaid principal at the rate of Five AND Six Hundred Eighty Five Thousandth percent (5.685%) per year until the full amount of principal has been paid. Accrued interest shall be added to the principal balance as a Loan Advance at the end of each month.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment-in-full, as provided in Paragraph 6 of this Note.

(B) Place

Payment shall be made at Security One Lending, 3131 Camino Del Rio N., Suite #1400, San Diego, CA 92108 or any such other place as Lender may designate in writing by notice to Borrower.

(C) Limitation of Liability

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property covered by the Security Instrument ("Property"). If this Note is assigned to the Secretary, the Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

5. BORROWER'S RIGHT TO PREPAY

A Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty on the first day of any month. Otherwise, a Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty after giving Lender two weeks notice. Any amount of debt prepaid will first be applied to reduce the principal balance of the Second Note described

30

Exhibit 4

in Paragraph 10 of this Note and then to reduce the principal balance of this Note.

All prepayments of the principal balance shall be applied by Lender as follows:

First, to that portion of the principal balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the principal balance representing aggregate payments for servicing fees;

Third, to that portion of the principal balance representing accrued interest due under the Note; and

Fourth, to the remaining portion of the principal balance.

To the extent Borrower prepays any outstanding balance under this Note, such amounts will no longer be available to be advanced under this Note.

6. IMMEDIATE PAYMENT-IN-FULL

(A) Death or Sale

Lender may require immediate payment-in-full of all outstanding principal and accrued interest if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower, or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(B) Other Grounds

Lender may require immediate payment-in-full of all outstanding principal and accrued interest, upon approval by an authorized representative of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower;

(ii) For a period of longer than 12 consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under the Security Instrument is not performed.

(C) Payment of Costs and Expenses

If Lender has required immediate payment-in-full as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorney's fees, associated with enforcement of this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

(D) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be

considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph.

7. WAIVERS

Borrower waives the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

10. RELATIONSHIP TO SECOND NOTE

(A) Second Note

Because Borrower will be required to repay amounts which the Secretary may make to or on behalf of Borrower pursuant to Section 255 (i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Note to the Secretary.

(B) Relationship of Secretary Payments to this Note

Payments made by the Secretary shall not be included in the debt due under this Note unless:

- (i) This Note is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursements by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, shall be included in the debt.

(C) Effect on Borrower

Where there is no assignment or reimbursement as described in (B)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under this Note until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note held by the Secretary, notwithstanding anything to the contrary in Paragraph 6 of this Note; or
- (ii) Be obligated to pay interest or shared appreciation under this Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance of this Note, notwithstanding anything to the contrary in Paragraph 2 of this Note or any Allonge to this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

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Elvenia Bowens (SEAL)
ELVENIA BOWENS

11-9-2009
Date

REDACTED
REDACTED

RMC BK 0092 Pg 431 : pg 1 *

Record and Return to: Security One Lending
3131 Camino Del Rio N., Suite #1400
San Diego, CA 92108

_____[Space Above This Line For Recording Data]_____
State of SOUTH CAROLINA
FHA Case No. 461-4856984-951
Loan No. R2009100063

FIXED RATE HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 9, 2009. The mortgagor is ELVENIA BOWENS, whose address is 5381 HIGHWAY 174, ADAMS RUN, South Carolina 29426 ("Borrower"). This Security Instrument is given to Security One Lending, which is organized and existing under the laws of CALIFORNIA, and whose address is 3131 Camino Del Rio N., Suite #1400, San Diego, CA 92108 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Fixed-Rate Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a fixed rate (interest), and all renewals, extensions and modifications of the Note; (b) and all future advances made under the Loan Agreement and the Note or as provided hereunder, including the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument up to a maximum principal amount of One Hundred Twenty Seven Thousand, Five Hundred Dollars and Zero Cents (U.S. \$127,500.00) plus interest thereon, attorneys' fees and court costs, which interest may be deferred, accrued, or capitalized, subject to such greater amounts as may be permitted by S.C. Code Ann. § 29-4-40 (1976) as amended; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on August 15, 2089. For this purpose, Borrower does hereby mortgage, grant, convey, bargain, sell, alien, remise, release, assign, transfer, hypothecate, pledge, deliver, set over, warrant, confirm and grant a security interest to Lender and Lender's successors and assigns, in and to the following described property located in CHARLESTON County, SOUTH CAROLINA:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

which has the address of
5381 HIGHWAY 174, ADAMS RUN, South Carolina 29426. ("Property Address")

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Exhibit 5

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TO HAVE AND TO HOLD the Property and all parts thereof unto Lender and Lender's successors and assigns, forever, subject, however, to the terms and conditions herein.

PROVIDED, HOWEVER, that if Borrower shall promptly pay or cause to be paid to Lender the principal and interest payable under the Loan Agreement, at the times and in the manner stipulated therein, herein, and in all other instruments securing the Loan Agreement, all without any deduction or credit for taxes or other similar charges paid by Borrower, and shall keep, perform, and observe all the covenants and promises in the Loan Agreement, and any renewal, extension or modification thereof, and in this and in all other instruments securing the Loan Agreement, to be kept, performed or observed by Borrower, then this Security Instrument, and all the properties, interest and rights hereby granted, conveyed and assigned shall cease and be void, but shall otherwise remain in full force and effect.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.
3. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this

Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the

Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto:

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment-in-full of all sums secured by this Security Instrument if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) Due and Payable with Secretary Approval. Lender may require immediate payment-in-full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or

(ii) For a period of longer than 12 consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in this Paragraph 9 (a)(ii) and (b) occur.

(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or

(ii) Pay the balance in full; or

(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or

(iv) Provide the Lender with a deed-in-lieu of foreclosure.

(e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to eight (8) months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment-in-full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(a) Modification.

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

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(c) Prior Liens.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) No Duty of the Secretary. The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not

assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not a assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this

Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by applicable law.

24. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made pursuant to the Note or this Security Instrument, as provided by S.C. Code Ann. § 29-3-50 (1976), as amended, the maximum principal amount of all indebtedness outstanding at any one time secured hereby shall not exceed the maximum principal amount set forth on page one of this Security Instrument, plus interest thereon, attorneys' fees and court costs, which interest may be deferred, accrued or capitalized, subject to such greater amounts as may be permitted by S.C. Code Ann. § 29-4-40 (1976), as amended. Interest may be deferred, accrued or capitalized.

25. Deferred Interest. Interest will be charged on unpaid principal (including Capitalized Interest) until the full amount of principal, including Capitalized Interest, has been paid. Interest will accrue daily and be added to the principal balance as a Loan Advance at the end of each month. Such interest, when added to the principal balance, is "Capitalized Interest."

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- Condominium Rider
- Planned Unit Development Rider
- Other [Specify]

The undersigned hereby sign(s) and seal(s) this Security Instrument and accept(s) and agree(s) to the terms contained in this Security Instrument and in any rider(s) executed and recorded with it.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

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Witnesses:

Lee P. Hutchinson

[Signature]

Elvenia Bowens (SEAL)
ELVENIA BOWENS

11-9-2009
Date

_____ [Space Below This Line For Acknowledgment] _____

Alternative A

STATE OF SOUTH CAROLINA)
)) PROBATE
COUNTY OF CHARLESTON)

Personally appeared before me the undersigned witness and made oath that he/she saw
the within-named ELVENIA BOWENS and _____

_____, sign seal and
as his/her/its/their act and deed deliver the above-written instrument for the uses and purposes therein
mentioned, and that he/she with LEE H MOULTRE II witnessed the execution
thereof.

Lee P. Hutchinson
Witness

Sworn to before me this 9th
day of NOVEMBER, 2009

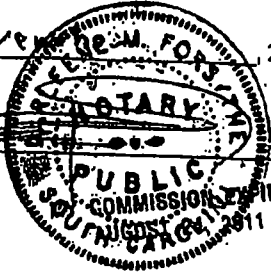
[Signature] (L.S.)


EXHIBIT A

Exhibit A to the Mortgage made on November 9, 2009, by ELVENIA BOWENS ("Borrower") to Security One Lending ("Lender"). The Property is located in the county of CHARLESTON, state of South Carolina, described as follows:

Description of Property

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.

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4/27

RECORDING REQUESTED BY:

TICOR TITLE COMPANY

AND WHEN RECORDED MAIL TO:

SECURITY ONE LENDING
3131 Camino Del Rio N
Suite 310
San Diego, CA 92108

LOAN NO: R2009100063

REDACTED
REDACTED

RMC BK 0119 Pg 240 : pg 1 *

THIS SPACE FOR RECORDER'S USE ONLY.

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

Reverse Mortgage Solutions, INC.

all beneficial interest under that certain Deed of Trust Dated

November 9, 2009

executed by

ELVENIA BOWENS

Trustor,

to

INVESTORS TITLE INSURANCE

Book 0092

Page 431

and recorded as Instrument No. BP0092431
of Official Records in the County Recorder's office of
describing land therein as:

Recorded November 18, 2009
CHARLESTON

SOUTH CAROLINA

SEE ATTACHED EXHIBIT "A"

APN: 098-00-00-221

TOGETHER with the note or notes therein described or referred to, the money due and to become due
thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SS.

SECURITY ONE LENDING,
A CALIFORNIA CORPORATION

On April 8, 2010

before me,

K. Sullivan, A NOTARY

personally appeared William E. Trask
who proved to me on the basis of satisfactory evidence to be the person whose name
is subscribed to the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument the
person or the entity upon behalf of which the person acted, executed the instrument. I
certify under penalty of perjury under the laws of the State of California that the
foregoing paragraph is true and correct.

WET

William E. Trask, ASST Vice President

WITNESS my hand and official seal.

Signature

[Signature]

Witness:

[Signature]

Witness:

[Signature]
Esterlita Curi



(This area for official notarial seal)

45

EXHIBIT A

Exhibit A to the Mortgage made on November 9, 2009, by ELVENIA BOWENS ("Borrower") to Security One Lending ("Lender"). The Property is located in the county of CHARLESTON, state of South Carolina, described as follows:

Description of Property

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.

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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: [REDACTED]

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

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Exhibit GA

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

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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.

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Exhibit 6B



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 Skye: 34665

Rep.Skey: 62

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2727 Spring Creek Drive, Spring, TX 77373

Phone (366) 503-5559 ~ Fax (366) 790-3451 ~ TTY/TDD (366) 827-8897

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.

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Exhibit 6C



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.

Loan Key: 34665

Rep.Key: 65

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1767 Spring Creek Drive, Spring, TN 37173

Phone (615) 214-8854 • Fax (615) 790-4154 • TDD (615) 214-8854

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 thru its
Agency, Secretary of Housing and
Urban Development (HUD),
Defendant(s)

EXPARTE/EMERGENCY
PETITION FOR WRIT OF SUPERSEDEAS

2013 OCT 11 PM 4:42
JUDIE J. ARMSTRONG
CLERK OF COURT

FILED

TO THE HONORABLE JUDGE G. MIKELL R. SCARBOROUGH

WHEREFORE, on August 29, 2013 the defendant, Elvenia Bowens received a "Notice of Entry of Judgment" dated August 22, 2013 and mailed August 27, 2013. And wherefore the Defendant filed a "Notice of Appeal" on this court, the S.C. Court of Appeals and the Plaintiff on September 27, 2013 The Defendant and Marvin Bowens (as aggrieved party and joinder) respectfully moves this Honorable Court pursuant to Rule _____ S.C.A.C.R for a "Writ of Supersedeas" to stay the October 15, 2013 sale of her home and offers the following as good and sufficient grounds to do so: The Plaintiff was served

[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-imbursed 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-imbursed he informed the respondent that Elvenia Bowens wanted to add those property charges re-imbursed 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

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Exhibit 7

1

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**) even though the Plaintiff had cured the default within 30 days of receiving the default letter as required by section 9(d)(i) (**Exhibit 6A-Fixed Rate Home Equity Conversion Mortgage**). 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-imbusement was being sought.

3). Due to the fact that the court never mandated HUD intervention and Elvenia Bowens was sick (and could not attend) 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-imbusement 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.

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.

5). On or about August 7, 2013 the appellant was summoned to a 3rd hearing (**Exhibit 8-July 26, 2013 hearing notice**). The respondent was represented by a 3rd and different attorney, Chris Truluck. On or about August 6, 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-imbusement 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-imbusement. 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-imbusement from the "Master". Marvin Bowens protested stating that two different lawyer from Mr. Truluck's firm had waived their rights to property charges re-imbusement 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 \$4,438.00 in property charges re-imbusement (**Exhibit 9-May 16, 2013 reinstatement letter**) 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-imbusement in favor of the respondent and told them that they needed to get the money before the October 15, 2013 sale date.

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**)

7). On August 20, 2013 the "Master" filed the judgment in this case, which request the entire principal balance of \$71,546.01 even though Mr. Truluck only sought property tax re-imbusement at the final hearing therein. "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. 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". 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 11**)

8). 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.

FIRST GROUND FOR PETITION: Unfair nature of the trial involving Judicial “abuse of discretion” and oversight as well as attorney misconduct involving Pro Se parties

[Judicial abuse of discretion and oversight]

11). The “Master’s” finding of facts in the “Master’s Order and Judgment of Foreclosure and Sale) (believed to be written by Mr. Truluck as Judges normally don’t write their own orders) 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-imbusement onto the principal mortgage debt, continue to receive interest on those property charges re-imbusement, 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-imburements that he could not confirm on record. The “Master” allowed Mr. Truluck to turn a foreclosure for property charges re-imbusement into a demand for the entire principal balance (see Exhibit 15). The “Master” also allowed Mr. Truluck to seek property charges re-imbusement 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. Also, the "record of hearing" listed other charges which cause the defendant to be in default, such as appraisal and inspection fee, which was never mentioned at trial because those charges are a result of the judgment in order to sell the home; not owed prior to trial.

[Improper attorney conduct]

13). 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 or that the appellant would not see it because he never intended to serve the "record of hearing" on the defendant. Mr. Truluck failed to provide the defendant will all pleadings submitted to the court. He 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-imburement 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. After receiving a (4,438.00) judgment for property charges re-imburement on August 7, 2013, Mr. Truluck has requested and been granted by the "Master" the entire principal balance instead of \$4,438.00 re-instatement as requested **(See exhibit 15)**. In fact, Mr. Truluck is being granted the entire principal balance contrary to section 6(B)(iii) **(Exhibit 16-page 2 fixed rate note closed end)** and section 9(b)(iii) **(exhibit 17-page 4 fixed rate home equity conversion mortgage)** of the loan agreement between the parties, which does not allow the plaintiff the entire principal balance unless approved by the secretary for HUD. Mr. Truluck has failed to send out a new re-instatement letter as ordered by the "Master" because he's now unlawfully seeking the entire principal balance.

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

14). This Judgment should be stayed because the trail judge overlooked or misapprehended S.C. Codes of law 29-4-30(7)(d) in this case. Section 29-4-30(7)(d) provides that a reverse mortgage can only become due and payable upon the occurrence of an event occurs which is specified in the loan documents AND which jeopardizes the lender's security. As such, a mortgagee who pays taxes can take necessary steps for re-imburement 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-imbusement. 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 reimbursement 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 SCRPC gives the “Master” the same power and limitation as circuit judges as they’re a division of the circuit court. As a result, not only because of the complex nature that this case was turning into but the “totality of circumstances” should have required that Marvin Bowens be allowed to withdraw from this case before the “Master” as he no longer wished to do it and no determination was made about “standing”. In addition, Marvin Bowens withdrawal could have been made with no material adverse effects to elvenia Bowens (Rule 407 SCACR Rule of Prof. Conduct Rule 1.16 (b)). Furthermore, even if Elvenia Bowens was deemed a client of Marvin Bowens she still possess the right to substitute her representation/lawyer (Rule 407 SCACR Rule of Prof. Conduct Rule 1.16 (b) (see also Boyd v. Lee SC 19, 15 SE 332 (1892)). Furthermore, even if both elvenia bowens and marvin bowens were determine to have validly been Pro Se defendants than they were never given the dangers of self representation by the judge (Faretta vs Calif)

21). The trial judge overlooked and misapprehended the fact that in the Defendant’s answer filed in this case that one of the reliefs sought by Elvenia Bowens was intervention by HUD on her behalf as HUD was a “named defendant” and Elvenia Bowens is indigent. Had the court find that it lacked authority to compelled HUD to represent the Defendant than, at a minimum, the court should’ve allowed the Defendant an opportunity to seek the representation of HUD by herself or someone else. The Court has inherent power to do all things reasonably necessary to insure that just results are reached to the fullest extent possible (Exparte Dibble 279 S.C. 592,

310 SE2d 440 (Ct App 1983) .In an effect to balance all inequalities of this trial (attorney versus Pro Se defendants) the court should have considered factors such as is this case extraordinary enough to which require counsel (in the plaintiff's "record of hearing" he called the case complex) and matters of law involving estoppels,etc was involved, (Ex parte Dibble 310 SE 2d 440 (Ct. App 1983) no determination was made as to whether the appellants were able to secure counsel on their own (Ex parte Dibble 310 SE 2d 440 (Ct. App 1983). In addition, there was no determination made in the lower court as to whether there are any public agencies responsible for representing indigents or whether pro bono services were available (Ex parte Dibble 310 SE 2d 440 (Ct. App 1983). Rule 608 S.C.A.C.R allows for appointment of counsel for indigents in civil cases under these circumstances

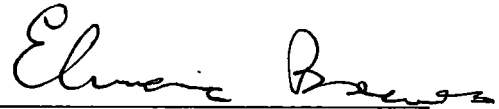
FIFTH GROUND FOR PETITION: Frivolous complaint, Improper attorney fees and court cost

22). The complaint in this action was brought on July 31, 2012 after the Elvenia Bowens had resolved the two main cause of action in it; insurance requirement and property charges reimbursement. The Respondents accepted Elvenia Bowens \$75K insurance policy on May 29, 2012 and even dropped their insurance as of that date. If the respondent had made a later determination that the \$75K policy was inadequate than Elvenia Bowens should have had a right-to-cure such default by additionally time to increase the insurance before the respondent brought the action in this case. In any event, a mortgagor cannot be required to insure the property for more that the replacement cost of the property (S.C. Ann 29-3-70 (Law Co-op 1976). As for the property charges re-imbusement, 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 intpreted in favor of the defendant due to the merits. In addition, the Appellants will not commit waste and pay any rental value if the judgment is affirmed on appeal.
- 2). 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
- 3) Any other just relief

October 11, 2013

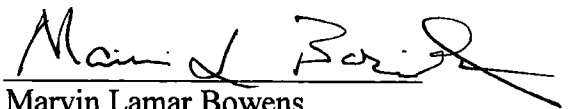


Elvenia Bowens
5381 Hwy. 174,
Adams Run, SC 29426
(843) 889-0526
Pro Se Defendant

Other Counsel of record:

Chris Truluck

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



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

STATE OF SOUTH CAROLINA
PLEAS COUNTY OF CHARLESTON

IN THE COURT OF COMMON
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 thru its
Agency, Secretary of Housing and
Urban Development (HUD),

Defendant(s)

EXPARTE MOTION
RELIEF FROM JUDGMENT OR ORDER
AND STAY OF JUDGMENT PENDING
MOTION HEARING
(relief based on attorney fraud)

FILED
2013 OCT 11 PM 4:43
JULIE J. ARISTARONG
CLERK OF COURT

MARVIN LAMAR BOWENS IS

“Aggrieved” Pursuant to SC Codes of law 18-1-30 (Law Co-op 1976); Rule 201(b) and 203(b), S.C.A.C.R. and case laws Spanish Wells Property Owners ass’n v. Board of Adjustment, 295 S.C. 67, 367 S.E.2d 160 (1988) Asbury v. South Carolina Nat’l Bank, 268 S.C. 40, 231 S.E. 2d 306 (1977); Cobb v. South Carolina Nat’l Bank, 210 S.C. 533, 43 S.E. 2d 465 (1947); Reed v. Lemacks, 204 S.C. 26, 28 S.E. 2d 441 (1943); In re Estate of Mayo, 60 S.C. 401, 38 S.E. 634 (1901); Witte Bros. V. Clarke, 17 S.C. 313 (1882); 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)

TO THE HONORABLE JUDGE MIKELL R. SCARBOROUGH:

Wherefore, on or about August 7, 2013 Marvin Bowens, being a non-lawyer was made to represent his mother, Elvenia Bowens before the Master-in-Equity (Circuit Court) after trying to withdraw from the case. And Wherefore, Marvin Bowens lost the case before the “Master”. And wherefore, the Defendant(s) received an “Entry of Notice of judgment” on August 29, 2013, dated August 22, 2013 and mailed August 27, 2013. And wherefore the “Master” entered the “Master’s order and judgment of foreclosure and sale” in this case on August 22, 2013, the Defendants pursuant to Rule 60(b) SCRCF moves this Honorable Court to grant this motion relieving the Defendants from this judgment based on attorney fraud and offers the following as good and sufficient grounds to do so: The sale date of the property is October 15, 2013 so there is not enough time to hold a hearing on the merits. However, The Plaintiff will be served on or before October 14, 2013 and proof of serve provided to this court

FIRST GROUND FOR MOTION: Fraud committed by the attorney

On or about August 7, 2013 Attorney Chris Truluck from Korn Law Firm litigate \$4,438.00 in property charges re-imbusement for taxes and insurance paid by the Plaintiff on behalf of the defendant. Two different Attorneys from the Korn Law Firm

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Exhibit 8

1

waived the property charges reimbursement herein because they were added or should be added to the mortgage debt. Mr. Truluck was able to secure a judgment in his favor before the "Master" notwithstanding, the protest of Marvin Bowens, who was representing his mother, Elvenia Bowens. After protesting, Marvin Bowens requested to withdraw from the case because he was a non lawyer and the case was getting complicated. However, the "Master" refused his request. In order to secure his judgment on paper (as required by law) Mr. Truluck committed the following fraud in his "record of hearing" and possibly the "Master's Order and Judgment of foreclosure and sale", which is believed to be prepared by Mr. Truluck (as Judge normally don't prepare their own orders).

The Trial transcript will verify the allegations herein in addition to exhibits and pleadings:

1. Attorney Chris Truluck presented a fraudulent "record of hearing" to the "Master" The "record of hearing" stated that the "Master" found that the Defendant had failed to make monthly payments on her mortgage. However, the Defendant has a reverse mortgage which does not require monthly payment.
2. Mr. Truluck also stated in his "record of hearing" that the defendant failed to pay taxes and insurance payments into an escrow account. However, the loan agreement between the parties requires the defendants to pay her own taxes and insurance and Mr. Truluck never mentioned an escrow account at trial nor provided a default letter proving such.
3. Mr. Truluck further stated in his "record of hearing" that the "Master" found that the defendant was in default of other charges, such as a \$325 appraisal charge and \$160 inspection charge. However, those charges were never mentioned to the "Master" either because they are the results of the foreclosure judgment; not charges due prior to foreclosure. Mr. Truluck did not have in his possession any written proof, such as a demand or default letter sent to the appellants involving any these charges either. Mr. Truluck made these alleged finding of facts in his "record of hearing" guessing that the "master" would not read it or that the appellant would not see it because he never intended to serve the "record of hearing" on the defendant.
4. If Mr. Truluck indeed prepared the "Master's Order and Judgment of Foreclosure and Sale" he made the order vague and deceptively to support the judgment he received. The "master Order" calls for the entire principal balance even though Mr. Truluck only requested property charges re-imburement of \$4,438.00 at trial. In fact, Mr. Truluck is being granted the entire principal balance contrary to section 6(B)(iii) of the parties' loan agreement entitled "fixed rate note closed end" and section 9(b)(iii) of the parties loan agreement entitled " fixed rate home equity conversion mortgage" of the loan agreement between the parties, which does not allow the plaintiff the entire principal balance unless approved by the secretary for HUD.
5. The "Master's Order" also leaves out relevant finding of facts as to whether a determination was made if Mr. Truluck could litigate estoppels issues involving the property charges waived by two prior attorneys from his firm, whether he

could bring a separate action for property charges that has been paid and added to the mortgage debt or whether Marvin Bowens representation of Elvenia Bowens was unlawful, especially since Marvin Bowens sought to withdraw from the case At the onset of the hearing.

6. Mr. Truluck has not provided the defendant with a re-instatement letter as ordered by the "master" (on the record) in order to reinstate the mortgage. Section 11 of the parties' loan agreement entitled "Fixed Rate Home Conversion Mortgage" gives the defendant a mandatory right to reinstate her mortgage even during foreclosure.
7. Mr. Truluck failed to provide the defendant will all pleadings submitted to the court, such as the "record of hearing".

Relief,

- 1). Granting this motion setting aside the judgment in this case
- 2). Issuing an immediate stay (before October 15, 2013) of the judgment pending a hearing on the merits and/or appellate review
- 3) Any other just relief

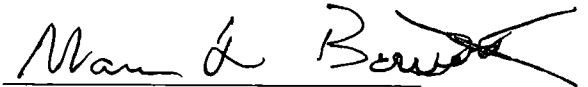
October 11, 2013



Elvenia Bowens
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Pro Se Defendant

Other Counsel of record:
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Marvin Lamar Bowens
6059 Roper Run Rd. Lot 58,
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Pro Se Defendant & aggrieved party
(704) 492-3390

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 thru its
Agency, Secretary of Housing and
Urban Development (HUD),

Defendant(s)

UNDERTAKING FOR WRIT OF SUPERSEDEAS
(pursuant to SC Code Ann 18-9-170)

FILED
2013 OCT 11 PM 4:42
JULIE J. ARBSTRONG
CLERK OF COURT

I, Elvenia Bowens, hereby certify that during the appeal in this case that I will post the required surety appeal bond pursuant SC Code Ann 18-9-170 with the Charleston County Clerk of Court Office and commit to the following undertaking that during possession by me, I will not commit waste on the property or suffer to be committed any waste thereon and that if the judgment is affirmed, I will pay the value of the use of the property from the time of the execution of the undertaking until delivery of possession.

In addition, if applicable I certify that if the judgment is affirmed and the land sells for less than the judgment debt, then I shall pay for any waste committed and shall pay a reasonable rental value for the use and occupation of the land from the time of execution of the undertaking until the time of sale, but not exceeding the amount of deficiency. In addition, I will pay any taxes due at the time of the appeal or already paid by the mortgagee or which become due during the appeal, and will pay the interest on the debt that falls due during the pendency of the appeal herein.

Bond Amount Unknown?

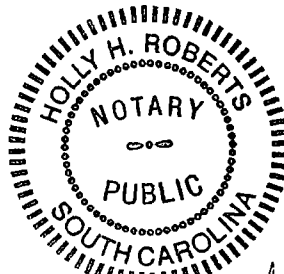
Elvenia Bowens

Appellant

Sworn to and subscribed before me
This 11th day of October 2013

Holly Roberts
Signature of notary public

Holly Roberts
Print name of notary public



My commission expires August 29, 2015

IN THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master in Equity

Case No. 2012-CP-10-04981

Reverse Mortgage Solutions, Inc., Respondent,

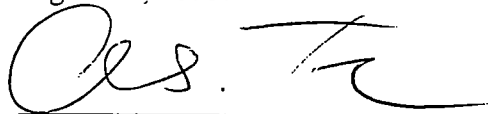
v.

Elvenia Bowens, Petitioner.

RETURN IN OPPOSITION TO PETITION FOR WRIT OF SUPERSEDEAS

Reverse Mortgage Solutions, Inc., responds to Elvenia Bowen's Petition for Writ of Supersedeas of matters provided in the Honorable Mikell R. Scarborough's order of Judgment and Foreclosure sale as issued on August 20, 2013.

October 10, 2013



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Attorney for Respondent

Other Parties of Record:

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(843) 889-0526
Appellant

Marvin Lamar Bowens
6059 Roper Run Rd. Lot 58
Ravenel, SC 29470
(704) 492-3390
Representative

66

Exhibit 10

THE RESPONDENT HEREBY PROVIDES ITS RETURN IN OPPOSITION TO THE PETITION FOR WRIT OF SUPERSEDEAS PURSUANT TO RULE 240(E), SCACR:

1. Respondent filed its Summons and Complaint, 2012-CP-10-04981, seeking foreclosure against the secured property owned by Appellant on July 31, 2012 alleging Appellant breached the terms of the Note and Mortgage in failing to maintain fire and hazard insurance coverage on the secured property. Respondent's Summons and Complaint similarly alleged that Appellant entered into a Note and Mortgage with Respondent on November 9, 2009 securing 5381 Highway 174, Adams Run, SC 29426 in the amount of \$127,500.00. Finally, Plaintiff alleged there existed an outstanding balance on the loan in the amount of \$64,418.53 as of June 30, 2012.

2. Petitioner filed her Answer in response to Respondents Summons and Complaint on September 6, 2012 setting forth a general denial without recognized defenses or counterclaims.

3. On December 7, 2012 Respondent's foreclosure action was referred to the Charleston Master in Equity, the Honorable Mikell R. Scarborough.

4. A final hearing was held on August 7, 2013 and Petitioner attended. Marvin Lamar Bowens, Petitioner's son, also attended and addressed the Court. Mr. Bowens is not, however, a named defendant in the pending foreclosure action nor has he properly moved to intervene. Mr. Bowens is also not a member of the South Carolina Bar Association.

5. On August 20, 2013, the Master in Equity executed an order finding for the Respondent in the amount of \$71,546.01 and entitling it to have the secured property sold at foreclosure sale.

6. Petitioner, along with Mr. Bowens, filed her Motion for Reconsideration and Amended Motion for Reconsideration on August 19, 2013 and September 9, 2013, respectively.

7. On September 27, 2013 Petitioner filed her Notice of Appeal in the Charleston County Court of Common Pleas. Respondent received Petitioner's Notice of Appeal by Certified Mail on October 2, 2013 as served on September 27, 2013.

8. On October 3, 2013 the Master in Equity issued a Form 4 order denying Petitioner's Motion for Reconsideration as lacking in merit and further denied Petitioner's request that the foreclosure sale be stayed pending appeal for failing to post the requisite bond securing the property.

9. Petitioner and Mr. Bowens served their Petition for Writ of Supersedeas of the foreclosure sale on Respondent on October 7, 2013.

10. Respondent now respectfully submits pursuant to Rule 241(b), SCACR, S.C. Code Ann. § 18-9-170 and the Honorable Mikell R. Scarborough's Form 4 Order issued on October 3, 2012 that Petitioner's Writ of Supersedeas should be denied where she has not obtained the requisite bond securing the real property in order to effect a stay of the foreclosure sale pending appeal.

11. "As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order," however, "[t]he exceptions to the general rule are found in statutes." Rule 241(a)-(b), SCACR. "Where specific conditions must be met before the exception applies, those conditions must be strictly complied with. *Id.* Rule 241(b) specifically references Section 18-9-170 which provides, "[i]f the judgment appealed from direct the sale or delivery of possession of real property, the

execution of the judgment shall not be stayed unless a written undertaking be executed on the part of the appellant, with two sureties, to the effect that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaking until the delivery of possession thereof pursuant to the judgment.” S.C. Code Ann. § 18-9-170.

12. Section 18-9-170 further provides, “[w]hen the judgment directs the sale of land to satisfy a mortgage thereon or other lien, the undertaking shall provide that in case the judgment appealed from be affirmed and the land be finally sold for less than the judgment debt and costs then the appellant shall pay for any waste committed or suffered to be committed on the land and shall pay a reasonable rental value for the use and occupation of the land from the time of the execution of the undertaking to the time of the sale” *Id.*

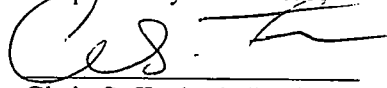
13. Plaintiff’s firm contacted the Charleston County Assessor’s Office in response to Petitioner’s Motion for Reconsideration and has been informed that the property was valued at \$86,400.

14. The Respondent’s firm and the Master in Equity, as evidence by the Form 4 Order issued October 3, 2013, have not received any evidence of a bond as obtained by Petitioner to secure the property and overcome the requirement of Section 18-9-170 sufficient to stay the foreclosure sale pending appeal.

For the reasons stated, Respondent respectfully requests that the Court DENY
Petitioner's request for a Writ of Superseadeas to stay the foreclosure sale where the strict
requirements of Section 18-9-170 remain unsatisfied.

October 10, 2013

Respectfully submitted,



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Attorney for Respondent
Reverse mortgage Solutions, Inc.

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 thru its
Agency, Secretary of Housing and
Urban Development (HUD),

Defendant(s)

REQUEST FOR REINSTATEMENT
LETTER

FILED
2013 OCT 11 PM 4:42
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____


To the Plaintiff above-named in c/o Chris Truluck:

Per section 11 of the loan agreement between us entitled "Fixed Rate Home Equity Conversion Mortgage" I'm requesting an IMMEDIATE reinstatement letter so I can pay on October 14, 2013 (under protest to preserve appellate review) the re-instatement amount owed for property charges re-imbursement sought before the "Master" at the August 7, 2013 trial. Once paid this amount will stop the sale of my home on October 15, 2013.

You may email this re-instatement letter to my son, Marvin Bowens, @ Marvinbowens@rocketmail.com as mailing it would cause it to arrive to late.

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
Pro Se Appellant
(704) 492-3390

71

Exhibit 11

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM CHARLETON COUNTY
Court of Common Plea

Mikell R. Scarborough, Master-in-Equity

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)
.....Appellants

S.C. Court of Appeals case # 2013-00-2122

UNDERTAKING FOR WRIT OF SUPERSEADEAS
Pursuant to SC Code Ann 18-9-170

I, Elvenia Bowens, hereby certify, pledge and agree that during the appeal in this case that I will post the required surety appeal bond pursuant SC Code Ann 18-9-170 with the Charleston County Clerk of Court Office and commit to the following undertaking that during possession by me, I will not commit waste on the property or suffer to be committed any waste thereon and that if the judgment is affirmed, I will pay the value of the use of the property from the time of the execution of the undertaking until delivery of possession.

In addition, if applicable I certify that if the judgment is affirmed and the land sells for less than the judgment debt, then I shall pay for any waste committed and shall pay a reasonable rental value for the use and occupation of the land from the time of execution of the undertaking until the time of sale, but not exceeding the amount of deficiency. In addition, I will pay any taxes due at the time of the appeal or already paid by the mortgagee or which become due during the appeal, and will pay the interest on the debt that falls due during the pendency of the appeal herein.

Signature Page to follow

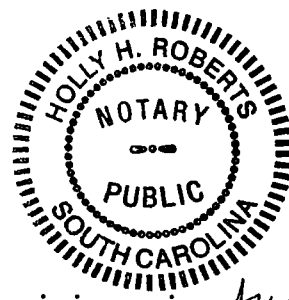
Elena Bowens

Appellant

Sworn to and subscribed before me
This 11th day of October 2013

Holly Roberts
Signature of notary public

Holly Roberts
Print name of notary public



My commission expires August 29, 2015