



Linda Hartley <lhartley1953@gmail.com>

**Consumer Contact Follow-Up : Linda Hartley**

1 message

Hudson, Elliott <EHudson@scconsumer.gov>  
To: "lhartley1953@gmail.com" <lhartley1953@gmail.com>

Wed, Aug 7, 2024 at 1:09 PM

Good afternoon Ms. Hartley,

Thank you for contacting the South Carolina Department of Consumer Affairs regarding your concerns.

For your convenience, we have provided you with our agency's educational materials to assist you in securing your information.

It was recommended that you consider filing a complaint against the attorney who assisted you. Please find the link to SC Bar's complaint page provided below for your convenience.

**South Carolina Bar:** <https://www.scbars.org/public/get-legal-help/common-legal-topics/filing-a-grievance-against-an-attorney/>

Again, thank you for reporting this. It is consumers like you that help us protect other residents in South Carolina.

Best Regards,

*Elliott Hudson | Consumer Fraud Specialist, Identity Theft Unit*

SC Department of Consumer Affairs

293 Greystone Boulevard|Suite 400

PO Box 5757 |Columbia, SC |29250-5757

800.922.1594 | 803.734.4241 |803.734.4229 (F)



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MAR 11 2026  
SC Court of Appeals

**5 attachments**

**Annual Credit Report Request Form.pdf**  
111K



A Paid Newspaper of General Circulation in the County of Lexington, SC

I hereby certify that on the dates appearing below, I did publish the attached notice in the Lexington County Chronicle & The Dispatch-News, a newspaper of general circulation in the County of Lexington, State of South Carolina, in accordance with the laws of said county and state.

Publication Dates:

June 27, 2024

July 4, 2024

July 11, 2024

[Signature]

Lexington County Chronicle

Sworn to before me this 11th day of July, 2024.

[Signature]

Lauren Rimer
Notary Public for South Carolina

My Commission Expires October 4, 2031.



514 East Main Street
Lexington, SC 29072
(803) 359-7633

Affidavit of Publication

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

2024-CP-32-01909

SUMMONS
FORECLOSURE
DEFICIENCY JUDGEMENT
WAIVED
(NON-JURY)

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MAR 11 2026
SC Court of Appeals

US Bank Trust National Association as Trustee for BKPL-EG Holding Trust, Plaintiff,

James E. Hartley; Linda Miller Hartley aka Linda Miller aka Linda G. Miller; South Carolina Department of Motor Vehicles; Defendant(s).

TO THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint upon the persons whose names are subscribed below, at 3550 Engineering Drive, Suite 260, Peachtree Corners, GA 30092, within thirty (30) days (except the United States of America, or any Agency or Department thereof, shall Answer the Complaint in this action within sixty (60) days) after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint. YOU WILL ALSO TAKE NOTICE that the undersigned attorneys, on behalf of the Plaintiff herein, will seek an Order of Reference to the Master in Equity for Lexington County, South Carolina, with final appeal to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure. To minors over fourteen (14) years of age, and/or to minors under fourteen (14) years of age and the person(s) with whom the minors reside, and/or to person(s) under some legal disability; YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons upon you. If you fail to do so, application for such appointment will be made by McMichael Taylor Gray, LLC. YOU WILL ALSO TAKE NOTICE that, under the provisions of Section 29-3-100 of the South Carolina Code of Laws, effective June 16, 1993, any collateral assignments of rents contained in the Mortgage are perfected and the Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, McMichael Taylor Gray, LLC, will move before a judge of this Circuit on the 10th day of service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage, and the Complaint attached hereto.

NOTICE OF FILING COMPLAINT

YOU WILL PLEASE TAKE NOTICE that the Lis Pendens, Summons, and Complaint were filed in the Office for the Clerk of Court for Lexington County on May 2, 2024.

McMichael Taylor Gray, LLC
J. Pamela Price (SC Bar #14336),
pprice@mtglaw.com
January N. Taylor (SC Bar #80069),
jtaylor@mtglaw.com
Taylor N. Way (SC Bar #105923),
tway@mtglaw.com
Carl Wilcox (SC Bar #77363),
cwillcox@mtglaw.com
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: (404)-474-7149
Facsimile: (404) 745-8121
Attorneys for Plaintiff



**REPORTING OFFICER NARRATIVE**

*Lexington County Sheriff's Department*

OCA 24-020590
Date / Time Reported Wed 11/20/2024 12:51

Victim HARTLEY, LINDA GALE	Offense INFORMATION ONLY-NO CRIMINAL
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THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

On 11/20/2024 Linda Hartley appeared at the LCSD front lobby wishing to file a report. Linda states on or about June 17 2024, she received mail indicating her original home morgage held by US Bank had been given over to SN Servicing Corporation (13702 Coursey Blvd, Building 1 Baton Rouge, LA 70817 tel. 225 293-0095) to allegedly collect on unpaid debt. Linda currently believes this legal activity on their part is improper due to her having records in her possession indicating payments have been made to her account. Linda has provided photocopies of mail correspondence in this matter to be attached to this report.

Linda was given this report number for reference, and advised on obtaining a copy for her records. BWC active.

Department of Crime Victim Compensation, Edgar A. Brown Bldg., 1205 Pendleton St., Rm. 401, Columbia, SC 29201 • 1.800.220.5370 or 803.734.1900

Use a separate application for each person. Incomplete or unsigned applications will not be accepted.

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SECTION 1 Person Receiving Services

Victim or family member requesting assistance.

Check one:  Mr.  Mrs.  Ms.

Full Legal Name of Individual Receiving Services/Benefits

Linda Hartley

SC Court of Appeals

Social Security # (last 5 digits) 8 - 2 3 0 7

Date of Birth 10/18/1953

Sex:  Male  Female

The Person Receiving Services is the  Victim (as identified on the incident report upon which this claim is based)

OR the Victim's  Spouse  Parent  Sibling  Child  Other

Check services requested:  Medical  Counseling  Lost Wages / Support  Burial  Other Attorney, representative

Please call a local victim advocate or DCVC if you need help with completing this form.

SECTION 2 Victim Information

The Victim is the same person listed as a victim on the law enforcement incident report.

Check one:  Mr.  Mrs.  Ms.

Name as it appears on the incident report

Linda Hartley

Social Security # (last 5 digits) 8 - 2 3 0 7

Date of Birth 10/18/1953

Victim is:  Deceased  Incompetent  Under 18  Disabled

Home Mailing Address (City, State, Zip) 141 Eisleben, Rd. Leesville, S.C. 29070

E-Mail Address LHARTLEY1953@gmail.com

Contact #(s) (i.e. work, cell, fax) cell # 803-317-1762

(For statistical purposes only and is optional) Sex:  Female  Male

Race:  Caucasian  African American  Hispanic  Native American  Asian or Pacific Islander  Other

SECTION 3 Claimant Information

Complete only if: The Claimant is the adult assuming responsibility for the crime-related bills and/or the adult that has physical custody of a minor.

Check one:  Mr.  Mrs.  Ms.

Full Legal Name

Linda Hartley

Relationship to Victim Myself

Social Security # (last 5 digits) 8 - 2 3 0 7

Date of Birth 10/18/1953

Home Mailing Address (City, State, Zip) 141 Eisleben Rd. , Leesville S.C. 29070

E-Mail Address LHARTLEY1953@gmail.com

Contact #(s) (i.e. work, cell, fax) cell# 803-317-1762

SECTION 4 Crime Information

Complete this section in its entirety and attach a copy of the law enforcement incident report.

If law enforcement was not contacted, an incident report was not written within 48 hours of the crime, or if you are not filing this claim with DCVC within 180 days of the crime, please explain why:

Date of Crime 10/01/2023

Date Reported 11/07/2024

Law Enforcement Agency Lexington County Sheriffs Department

Address of Crime 141 Eisleben, Rd. Leesville, S.C. 29070

City Leesville,

State S.C.

Incident Report # No

Name(s) of Offender(s)

U.S. Bank Trust National Association

Was suspect arrested?  Yes  No

Type of Crime and Injury Sustained:

Mortgage Loan Account Fraud Theft SCAM.

Relationship of Offender(s) to Victim Homeowner, property Loan

Warrant #(s)

Has the case gone to court?  Yes  No

Please indicate the type of court:  Magistrate  Municipal  General Sessions  PTI  Family Court

How much restitution was ordered:  None \$ ? Amount Ordered \$ Paid Amount Paid to Date

**SECTION 5 Crime Related Expense Information\***

Attach copies of itemized bills (detailed bills, UB92 or HCFA 1500).

Name of Doctor/Hospital \_\_\_\_\_ Services Provided from (date) to (date) \_\_\_\_\_ Phone # \_\_\_\_\_ Fax# \_\_\_\_\_

Counselor \_\_\_\_\_ Services Provided from (date) to (date) \_\_\_\_\_ Phone # \_\_\_\_\_ Fax# \_\_\_\_\_

Funeral Home \_\_\_\_\_ Services Provided from (date) to (date) \_\_\_\_\_ Phone # \_\_\_\_\_ Fax# \_\_\_\_\_

**SECTION 6 Health Insurance / Benefits Information**Does the victim have public/private Health Insurance?  Yes  No

Please provide Health Insurance / Medicaid / Medicare Information below. Health insurance must be submitted to provider.

Private Insurance: Policy Name \_\_\_\_\_ Policy Number \_\_\_\_\_

Medicaid: Policy Number \_\_\_\_\_

Medicare: Policy Number 3V67-TP5-TR50

**SECTION 7 Lost Wages / Support Information\***

If you have missed at least two consecutive weeks, you may be able to

qualify for compensation for your lost wages. If you were employed, you must submit your last two pay stubs, the Employer's Report and the Physician's Disability Report. If you were self-employed, you must submit your most recent Tax Return Transcripts from the IRS, the Self-Employment Verification Form, and the Physician's Disability Report.  
See Supplemental Forms at (<http://dcvc.scag.gov>) to request Lost Wages/Support.

Employer's Information \_\_\_\_\_

Phone # \_\_\_\_\_

If injured on the job, does your employer have Workers' Compensation?  Yes  NoHave you, or will you, file for Social Security disability (SSI)?  Yes  NoAre you missing work to care for the victim?  Yes  No**SECTION 8 Civil Action Information**Have you hired a lawyer to settle with insurance or file a lawsuit?  Yes  No

If yes, please provide: Name of Lawyer \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone # \_\_\_\_\_

**SECTION 9 Referral Source Information** Solicitor  LEVA  Hospital/Dr.  Counselor  Other \_\_\_\_\_

Name/Title of Professional Assisting with Application \_\_\_\_\_

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Agency/Office \_\_\_\_\_

Mailing Address \_\_\_\_\_

County \_\_\_\_\_

Referral's Email Address \_\_\_\_\_

**SECTION 10 Legal Authorization & Signature**

This document is in compliance with the HIPAA guidelines.

I understand that I am responsible for all bills and the compensation program is designated to pay certain costs not covered by another source. Submitting this application does not entitle me to benefits. I authorize the Department of Crime Victim Compensation (DCVC) to request, obtain, and release any information or records to determine the eligibility of my claim or to obtain restitution for a period not to exceed the full processing of this application. I further understand that there is a potential for me to no longer be protected by the Privacy Rule, and that I have the right to revoke this authorization in writing at any point I so desire. I agree to repay DCVC if I receive money from another source, up to the amount paid on my behalf. This includes any payment I may receive from the offender, any insurance policy or settlements, judgments, or civil law suits. I authorize DCVC to request and obtain any information including settlement disbursements, negotiated medical bills, and all other records related to subrogation from myself or representatives acting on my behalf. I agree to notify DCVC of any changes, such as address or phone numbers, to maintain accuracy in the processing of this claim. **Incomplete or unsigned applications will not be accepted.**

This information I have provided is true and correct to the best of my knowledge under penalty of law (§16-3-1280).

Original Signature of Victim/Claimant \_\_\_\_\_

Date 11/12/2024

[Legal representative must sign if the Victim is under 18, legally declared incompetent or deceased]

Print Name of Above Victim/Claimant

Linda Hartley

Return To:

NATIONAL CITY MORTGAGE CO  
P.O. Box 8800  
Dayton, OH 45401-8800

200202248 FILED, RECORDED, INDEXED  
04/16/2002 13:37:00:437  
Rec Fee:\$22.00 St Fee:\$8.00  
Co Fee:\$8.00 Pages:16  
Lexington County ROD Debra H. Gunter  
MORTGAGE Bk:Pg 7145:68

Prepared By:

DONNA LANCASTER  
NATIONAL CITY MORTGAGE CO  
P.O. Box 8800  
Dayton, OH 45401-8800

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MAR 11 2006

SC Court of Appeals

[Space Above This Line For Recording Data]

MORTGAGE

0001100822

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated April 9, 2002 together with all Riders to this document.

(B) "Borrower" is

JAMES E. HARTLEY Married And <sup>LMH</sup>LINDA MILLER Hartley

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is National City Mortgage Co dba Commonwealth Mid-Atlantic Mortgage

Lender is a corporation organized and existing under the laws of The State of Ohio

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3041 1/01

VMP -6(SC) (0005).01

Page 1 of 15

Initials: JEH LMH

VMP MORTGAGE FORMS - (800)521-7291



Lender's address is 3232 Newmark Drive, Miamisburg, OH 45342

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated April 9, 2002  
The Note states that Borrower owes Lender

EIGHTY THREE THOUSAND SEVEN HUNDRED & 00/100 Dollars  
(U.S. \$ 83,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than May 1, 2032

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider   |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider  |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input checked="" type="checkbox"/> Other(s) [specify]<br>Borrower Occupancy Rider |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the

County of Lexington  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED EXHIBIT "A"

Parcel ID Number: which currently has the address of  
141 EISLEBEN RD, [Street]  
LEESVILLE [City] , South Carolina 29070 [Zip Code]  
("Property Address"):

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, 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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. 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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of

Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

Initials: JEH JMH.





If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.



Linda Hartley  
141 Eisleben Road  
Leesville, S.C.29070  
E-mail: [LHARTLEY1953@.com](mailto:LHARTLEY1953@.com)

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June 03/2026,

Cfpb Consumer Financial Protection Bureau;

P.O. Box27170

Washington, DC 27170

National Associations sb/mNational City Mortgage Co dba Commonwealth Mid- Atlantic Mortgage.

3232 Newmark Drive,

Miamisburg, OH 45342

RE: Complaint, A Breach of Contract Mortgage (FRAUD),

Dear Consumer Financial Protection Bureau;

I appreciate Cfpb staff investigate companies' violations of the law stealing to (FRAUD) FROM THE CONSUMERS.

Unfortunately, of NOT having the knowledge at the time, that mortgage (Lender) and ("NOTE HOLDER") STEALING Loan Payments paid from the (Borrow) Mortgage Loan account and then writing up an Unrequested loan Modification, and paying more on the Mortgage Loan, that you owe the Mortgage (Lender) stealing the loan payments.

I recently sent Cfpb information on a complaint to a FRAUD, against U.S. Bank Trust National Association, that I am praying for Cfpb Help to file a Legal Action.

The devastated experience of what USBank Trust Nation Association, been Capable of setting up a (FRAUD Foreclosure) and FRAUD THEIR Name to a transfer and Recorder on Registrar of Deeds, as the Property owner, (FRAUD the Court) for an order (to sell my Home) is UNBELIEVABLE, WHICH BROUGHT MY Attention to the contract, April09/2002, together with National City Mortgage.

BREACH OF CONTRACT- FRAUD COMPLAINT;

On May 26/2003, to a separation marriage, with James E Hartley and Linda Hartley on the Mortgage contract April 09/2002, together with National City Mortgage.

Not Knowing at the time, but assume sometime in June -2003, James Hartley contact National City Mortgage and requested to remove his name off of the Mortgage Loan and to repossess, the Home Property loan he wasn't going to pay for it.

National City Mortgage return a company personal check amount over (\$5,000.00) dollars, plus a loan payment uncashed I sent.

Immediately call National City Mortgage and they refuse to communicate, because I was not on the note, said James Hartley only.

I Received foreclosure papers, had to hired attorney. National City Mortgage argument to the court. The Judge Dismiss their case and order National City Mortgage to Corrected the Mortgage of been wrongful unfair against Linda Hartley.

Recovered the information, received by National City Mortgage February 01/2005.

National City Mortgage written a Modification on a transfer of adding my name as a rider to the Mortgage contract April 09/2002, that it was written to the contract together.

#### ESTIMATE OF SETTLEMENT CHARGES FAULT,

Reviewing the order by the Judge Dismiss, there case action and to corrected in good faith their wrongful against Linda Hartley.

March 05/2007, National City Mortgage Correction order seen to be a Default against Linda Hartley, instead of them.

According to the charges they are Holding Linda Hartley responsible to there Default of Fees charges apply to be approved for a Mortgage Loan, that was approved to the contract April 09/2002.

National City Mortgage Apply Fees Charges of (\$13,890.00) to the Mortgage Loan Contract April 09/2002 Note Loan (\$83,700.00) A Total of (\$97,201.70) included a check amount of (\$5,459.11) dollars, received by Linda Hartley. A Default amount of a check for (\$5,145.00) apply as Borrows cash contribution.

National City Mortgage Default of Fraud to the Good Faith Estimate of settlement charges DEFINITION OF TRUTH IN-LENDING TERMS in a contract April 09/2002.

National City Mortgage Default of FRAUD, A Breach OF Contract, that apply addition 10years to the Maturity Date May01/2022, 20years loan to A New Maturity Date of Existing Mortgage to May 2032, 30 years loan.

They are Default of Fraud NOT Subtracting Loan PAYMENTS PAID OF THE YEAR, June 01/2002, THOUGH December 01/2004, plus.

The New Mortgage Loan Payment February 01//2005, amount (\$749.51), but had to pay (\$944.45)??

The Security Instrument National City Mortgage, States to the contract (P), Successor in interest of Borrows, Linda Hartley put up her home and .99 acre of land.

National City Mortgage, states in the contract, the Lender may transfer the loan Note to receive Loan payments, OR CALL" NOTE HOLDER"

National City Mortgage, of a civil Legal of FRAUD, (GOOD JOB CFPB) IN 2008, they Transfer as a NOTE HOLDER Green Tree Servers LLC, November 2009. A Civil ACTION OF fraud file on Green Tree 2014, but instead of the Lender of National City transfers the NOTE HOLDERS, Green Tree has transferred the NOTE HOLDERS, and have FRAUD my Mortgage account, that I had to report to cfpb or SCLS. A Complaint on Green Tree follow after.

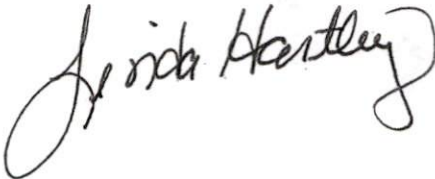
Cfpb Please Help me to File a Civil Legal Action against National City Mortgage, for the reimbursement charges of Fees, they charge, the Addition 10 years of my loan and They made James Hartley, sign after what he did and they did? My Home was paid for May 01/2022.

They need to send mt Title Clear on my Mortgage Loan, Home Property Loan and clear there name off of the Deed.

Enclosed all information, plus copies of the loan payments that was paid. I work hard to pay for my home by myself. Please Help for them to return money they Scam.

Sincerely

Linda Hartley

A handwritten signature in black ink that reads "Linda Hartley". The signature is written in a cursive, flowing style with a large initial "L" and a decorative flourish at the end.

*Tina Quarry*

When Recorded Return To:  
Fannie Mae  
C/O Nationwide Title Clearing, Inc.  
2100 Alt. 19 North  
Palm Harbor, FL 34683

Investor Loan Number 64173  
Loan Number 1681458815

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**ASSIGNMENT OF MORTGAGE**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **NEW RESIDENTIAL MORTGAGE LLC, WHOSE ADDRESS IS C/O 1100 VIRGINIA DRIVE, FORT WASHINGTON, PA 19034, (ASSIGNOR)**, by these presents does convey, grant, assign, transfer and set over the described Mortgage together with all interest secured thereby, all liens, and any rights due or to become due thereon to **US BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE FOR BKPL-EG SERIES I TRUST, WHOSE ADDRESS IS 7114 E. STETSON DR., SUITE 250, SCOTTSDALE, AZ 85251, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)**.

Said Mortgage dated 04/09/2002, made by **JAMES E HARTLEY MARRIED AND LINDA MILLER HARTLEY to NATIONAL CITY MORTGAGE CO DBA COMMONWEALTH MID-ATLANTIC MORTGAGE** and recorded 04/16/2002 in the Recorder or Registrar of Deeds of **LEXINGTON** County, **South Carolina** in **Book 7145, Page 68 and Instrument # 2002020240**.

Dated this 10th day of September in the year 2021  
**NEW RESIDENTIAL MORTGAGE LLC, by NEWREZ LLC F/K/A NEW PENN FINANCIAL LLC D/B/A SHELLPOINT MORTGAGE SERVICING, its Attorney-in-Fact**

*K. Vought*  
\_\_\_\_\_  
**KIMBERLY VOUGHT**  
VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

*Alan Baker*  
\_\_\_\_\_  
**ALAN BAKER**  
WITNESS

*Jenna Martine*  
\_\_\_\_\_  
**JENNA MARTINE**  
WITNESS

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 10th day of September in the year 2021, by Kimberly Vought as VICE PRESIDENT of NEWREZ LLC F/K/A NEW PENN FINANCIAL LLC D/B/A SHELLPOINT MORTGAGE SERVICING as Attorney-in-Fact for NEW RESIDENTIAL MORTGAGE LLC, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

*Valera Kristof*  
\_\_\_\_\_  
**VALERA KRISTOF**  
COMM EXPIRES: 09/19/23



**VALERA KRISTOF**  
NOTARY PUBLIC  
STATE OF FLORIDA  
COMM# GG 914976  
EXPIRES: 09/19/2023

Document Prepared By: **Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152**  
Recording Requested By: **Fannie Mae, C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North, Palm Harbor, FL 34683**

FNMA1 426195916 2021-RPL1-PRP5-SALE DOCR T102109-12:21:16 [C-1] EFRMSC1



\*D0083973997\*

*Tina Querry*

Prepared By and Return To:

Collateral Department  
Meridian Asset Services, LLC  
3201 34<sup>th</sup> Street South, Suite 310  
St. Petersburg, FL 33711  
(239) 351-2442

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Space above for Recorder's use

Loan No: 3967110



15756301

**ASSIGNMENT OF MORTGAGE**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **US BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE OF THE BKPL-EG SERIES I TRUST**, whose address is **7114 E. STETSON DR., SUITE 250, SCOTTSDALE, ARIZONA 85251**, (ASSIGNOR), does hereby grant, assign and transfer to **US BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE FOR BKPL-EG HOLDING TRUST**, whose address is **7114 E. STETSON DR., SUITE 250, SCOTTSDALE, ARIZONA 85251**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: **4/9/2002**

Original Loan Amount: **\$83,700.00**

Executed by (Borrower(s)): **JAMES E. HARTLEY & LINDA MILLER HARTLEY**

Original Lender: **NATIONAL CITY MORTGAGE CO DBA COMMONWEALTH MID-ATLANTIC MORTGAGE**

Filed of Record: In Book/Liber/Volume **7145, Page 68**

Document/Instrument No: **2002020240** in the Recording District of Lexington, SC, Recorded on **4/16/2002**.

Property more commonly described as: **141 EISLEBEN RD, LEESVILLE, SOUTH CAROLINA 29070**

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: **11/8/2021**

**US BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE OF THE BKPL-EG SERIES I TRUST, BY MERIDIAN ASSET SERVICES, LLC, ITS ATTORNEY-IN-FACT**

By: **MURAT DENIZ**  
**VICE PRESIDENT**

Witness Name: **DIEP DOAN**

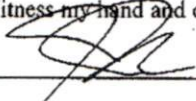
Witness Name: **DOMINIC KOCH**

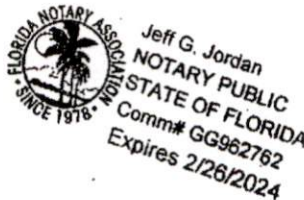
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of **FLORIDA**  
County of **PINELLAS**

On 11/8/2021, before me, **JEFF G. JORDAN**, a Notary Public, personally appeared **MURAT DENIZ, VICE PRESIDENT** of/for **MERIDIAN ASSET SERVICES, LLC, AS ATTORNEY-IN-FACT FOR US BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE OF THE BKPL-EG SERIES I TRUST**, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of **FLORIDA** that the foregoing paragraph is true and correct. I further certify the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization and that **MURAT DENIZ** signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

  
\_\_\_\_\_  
(Notary Name): **JEFF G. JORDAN**  
My commission expires: **2/26/2024**





South Carolina

# County of Lexington

Data last updated: 07/16/2021

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TMS#: 008400-03-042	<a href="#">Show Map</a>
TAX YEAR: 2022	
OWNER: HARTLEY, LINDA MILLER	
ADDRESS: 141 EISLEBEN RD	
LEESVILLE, SC 29070	
PROPERTY ADDRESS: 141 EISLEBEN ROAD	
LEGAL DESCRIPTION: NONE	
DEED BOOK & PAGE: <u>17488-128</u>	
PLAT: 253G-212	
LAND USE: 1001:RESIDENTIAL - IMPROVED	
TAX DISTRICT: 1	

<u>ASSESSMENT INFORMATION</u>	<u>BUILDING INFORMATION</u>
LOTS:	SQUARE FOOT LIVING AREA:
ACRES: .99	UNFINISHED AREA:
TAXABLE LAND:	YEAR BUILT:
TAXABLE BUILDING:	NUMBER OF BEDROOMS:
ASSESSMENT LAND:	NUMBER OF FULL BATHS:
ASSESSMENT BUILDING:	NUMBER OF HALF BATHS:
HOMESTEAD EXEMPT ASSESSMENT:	HEATING SYSTEM:
TAX RELIEF EXEMPT ASSESSMENT:	HEAT:

<u>SALES INFORMATION</u>				
<u>SALE DATE</u>	<u>SELLER</u>	<u>BUYER</u>	<u>PRICE BOOK/PAGE</u>	
03/03/2015	HARTLEY, LINDA MILLER & JAMES E	HARTLEY, LINDA MILLER	5	<u>17488-128</u>
10/01/1996	MILLER G	MILLER L	5	<u>3935-300</u>
11/01/1990	MILLER L	MILLER L & G	5	<u>1725-044</u>

◆ AI Overview Learn more

U.S. Bank has been involved in several lawsuits and settlements, including those related to pandemic unemployment benefits and improper credit reporting. The Consumer Financial Protection Bureau (CFPB) and Office of the Comptroller of the Currency (OCC) announced a settlement on December 19, 2023, requiring U.S. Bank to pay a \$15 million penalty and \$5.7 million in redress to consumers whose accounts were frozen. Additionally, a \$92 million class action settlement in the Thomas v. U.S. Bank National Association case, with final approval on November 14, 2019, addresses direct loans.

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Walters Renwick Richards Skeens & Vaughan  
<https://wrrvlaw.com/cases/u-s-bank-direct-loans-settle...>

### U.S. Bank Direct Loans Settlement

v. **U.S. Bank National Association** ND and **U.S. Bank National Association**. The order will become final on December 26, and we anticipate sending distribution ...

Class Action Lawsuits  
<https://topclassactions.com/closed-settlements/u-s-ba...>

### U.S. Bank improper credit reports \$450K ...

Jul 12, 2022 – The final fairness hearing is scheduled for **Nov. 2, 2022**. No claim form is required in order for class members to benefit from the U.S. Bank ...

### People also ask

Is it worth joining a class action lawsuit?

Dept 2015). A written assignment of the note or physical delivery of the note is sufficient to establish standing. *U.S. Bank N.A. v Madero*, 80 A.D. 3d 751, 753 (2d Dept 2011).

A plaintiff will establish holder status where it possesses a note that, on its face or by allonge, contains an indorsement in blank or bears a special indorsement payable to the order of the plaintiff. *Wells Fargo Bank, NA v Ostiguy*, 127 A.D. 3d 1375, 1376 (3d Dept 2015); *U.S. Bank, N.A. v Zwisler*, 147 AD3d 804 (2d Dept 2017). It is the note, and not the mortgage, that is the dispositive instrument that conveys standing to foreclose. *U.S. Bank v. Richards*, 155 A.D. 3d 522 (1st Dept. 2017). See, *Aurora Loan Servs., LLC v Taylor*, supra, 25 N.Y. 3d at 361. "Conclusory boilerplate statements, such as a bald assertion that the plaintiff is the holder of the note, will not suffice." *Richards*, supra, 155 A.D. 3d at 523 citing to *Wells Fargo Bank, N.A. v Jones*, supra, 139 A.D.3d at 523.

Justice Partnow then found that either a written assignment, or the physical delivery of the underlying original note prior to the commencement of the foreclosure action is sufficient to transfer the obligation, and the mortgage passes with the debt as an inseparable incident. *Id.* at 4. See, *U.S. Bank Trust N.A. v. Rose*, 176 A.D. 3d 1012, 1014 (2d Dept. 2019); *Richards*, supra, 155 A.D. 3d at 523; *U.S. Bank NA. v Collymore*, 68 A.D.3d 752, 754 (2009); *Security Lending, Ltd. v New Realty Corp.*, supra, 142 A.D.3d at 987. Since defendant raised the issue of standing, the plaintiff must also establish its standing as part of its prima facie case. *Id.* at 4 citing to *Deutsche Bank Trust v Garrison*, supra, 147 A.D.3d at 726; *Security Lending, Ltd. v New Realty Corp.*, 142 AD3d 986, 987 (2d Dept 2016); *LGF Holdings*, supra, 139 A.D.3d 814.

Justice Partnow denied plaintiff's motion because the lost note affidavit attested to by Jose Guevara, Assistant Secretary for Aegis, was not legally sufficient. Guevara merely stated that the subject note could not be located because it had been lost or destroyed. Annexed to the affidavit was a copy of the subject note bearing an indorsement from Aegis to the order of Aegis Mortgage Corporation and an indorsement from Aegis Mortgage Corporation to plaintiff. On a motion for summary judgment, a plaintiff seeking to recover upon a lost note must provide "due proof" of his ownership of the note, "the facts which prevent production of the note, and the note's terms." *Rose*, supra, 176 A.D. 3d at 1014 citing to UCC § 804<sup>4</sup>; *Deutsche Bank Natl. Trust Co. v Anderson*, 161 A.D. 3d 1043, 1044 (2d Dept. 2018). Justice Partnow found that the lost note affidavit was deficient under § 3-804 since it did not state when the search was made or by whom or when the note was lost. *Id.* at 6 citing to *Richards*, supra, 155 A.D. 3d 522.

Since the note was lost and plaintiff obviously could not have physical possession of the original note, Justice Partnow found that plaintiff had to establish the chain of custody of the copy of the lost note from Aegis through the various entities before it was assigned to plaintiff U.S. Bank. Based upon the Official Commentary to UCC § 3-804,<sup>5</sup> Justice Partnow found that "(a)s there is a gap in the chain of written assignments of the note from Aegis to plaintiff, plaintiff could not rely on the Trust Agreement as

commencement of the action." *Bank of America v. Sebro*, 180 A.D. 3d 982, 985 (2d Dept 2020) citing *OneWest Bank N.A. v. FMCDH Realty, Inc.* 165 A.D. 3d 128, 131 (2d Dept. 2018).

UCC 3-804 expressly bestows only upon an "owner of an instrument which is lost" the right to maintain an action in his own name. *Sebro*, supra, at 985; *Anderson*, supra, 61 A.D. 3d at 1044. Both UCC § 3-804 and its commentary appear to place the onus of establishing why the original note could not be produced upon the owner of the note under whose watch the note was lost. Any different interpretation would place the final assignee, who might be seven degrees removed from the original owner, in the impossible situation of conjuring up facts totally outside of his knowledge concerning the loss of the note. In *U.S. Bank Trust, N.A. v. Rose*, supra, 176 A.D.3d at 1014-1015, the court found that it would be impossible for a plaintiff assignee to ever be in possession of the original note when its predecessor in interest submitted a lost note affidavit stating that the note was deemed lost prior to the transfer. Therefore, the plaintiff assignee could only prove ownership of the subject note by written assignment and by showing that the predecessor in interest was in possession of the original.

There appears to be no case where a plaintiff assignee of a loan was able to rectify deficits found in the original lost note affidavit prepared by the predecessor in interest on either summary judgment or at trial. Furthermore, the Second Department has explicitly interpreted UCC § 3-804, as requiring due proof of all three prongs of the test. It has explicitly held that the owner of a lost note can only maintain an action "upon due proof" of 1) his ownership, 2) the facts which prevent his production of the instrument and 3) its terms" *Rose*, supra, 176 A.D. 3d at 1014 citing to UCC 3-§ 804. See, *Trust v. Moneta*, 186 A.D. 3d 1604, 1605 (2d Dept. 2020); *U.S. Bank N.A. v. Cope*, 175 A.D. 3d 527, 529 (2d Dept 2016). "The party seeking to enforce the lost note must "account for its absence." *Cope*, supra at 529. See, *Wells Fargo Bank, N.A. v. Zolotnitsky*, 195 A.D.3d 659 (2d Dept. 2021) citing to *Deutsche Bank v. Anderson*, supra. 161 A.D. 3d at 1044 (Under UCC 3-804, which is intended to provide a method of recovery on instruments that are lost, destroyed, or stolen, "a plaintiff is required to submit 'due proof of [the plaintiff's] ownership, the facts which prevent [its] production of [the note,] and its terms' "). See also, *Puryear v. Prokeen Mgt. Co. Inc.*, 2015 NY Slip Op. 51497U, 2015 N.Y. Misc LEXIS 3650 (Kings CO. 2015) where the court held that a plaintiff must establish the elements of UCC 3 -804 under a standard higher than a preponderance of the evidence - such as "clear and satisfactory."

In innumerable cases, the courts have denied summary judgment to a plaintiff assignee of the lost note and mortgage where the lost note affidavit was insufficient. See, *LaSalle Bank N.A. v. Carlton*, 204 A.D.3d 985 (2d Dept 2022) (plaintiff failed to meet the requirements of UCC 3-804, by failing to set forth the facts that prevented the production of the original note as it did not identify who conducted the search for the lost note or explain when or how the note was lost; *Capital One, N.A. v. Gokhberg*, 189 AD3d at 980; *Deutsche Bank Nat'l Trust Co. V. Kreitzer*, 203 A.D. 3d 800, 802 (2d Dept. 2022). In *Rose*, supra, the Second Department imposed an exacting standard in assessing whether the plaintiff met the three prong test. It found that the plaintiff failed to demonstrate the facts that prevented production of the lost

Bank is a banking services company headquartered in Cincinnati, Ohio, and a wholly owned subsidiary of U.S. Bancorp, a bank holding company headquartered in Minneapolis, Minnesota.

The settlement was the result of a joint investigation conducted by HUD, its Office of Inspector General, the Civil Division of the Department of Justice, and the United States Attorney's Offices for the Northern District of Ohio and the Eastern District of Michigan.

The settlement is part of enforcement efforts by President Barack Obama's Financial Fraud Enforcement Task Force. President Obama established the interagency Financial Fraud Enforcement Task Force to wage an aggressive, coordinated and proactive effort to investigate and prosecute financial crimes. The task force includes representatives from a broad range of federal agencies, regulatory authorities, inspectors general and state and local law enforcement who, working together, bring to bear a powerful array of criminal and civil enforcement resources. The task force is working to improve efforts across the federal executive branch, and with state and local partners, to investigate and prosecute significant financial crimes, ensure just and effective punishment for those who perpetrate financial crimes, combat discrimination in the lending and financial markets and recover proceeds for victims of financial crimes. For more information about the task force, visit: [www.stopfraud.gov](http://www.stopfraud.gov).

14-684

DO NOT REPLY TO THIS MESSAGE. IF YOU HAVE QUESTIONS, PLEASE USE THE CONTACTS IN THE MESSAGE OR CALL THE OFFICE OF PUBLIC AFFAIRS AT 202-514-2007.

## Related Materials:

[Settlement Agreement](#)

[Statement of Facts](#)

*Updated February 5, 2025*

## Component

[Civil Division](#)

country,” said United States Attorney for the Eastern District of Michigan Barbara L. McQuade. “This settlement recovers funds for taxpayers and demonstrates that lenders will be held accountable for engaging in irresponsible lending practices.”

During the time period covered by the settlement, U.S. Bank participated as a direct endorsement lender (DEL) in the FHA insurance program. A DEL has the authority to originate, underwrite, and certify mortgages for FHA insurance. If a loan certified for FHA insurance later defaults, the holder of the loan may submit an insurance claim to the U.S. Department of Housing and Urban Development (HUD), FHA’s parent agency, for the losses resulting from the defaulted loan. Because FHA does not review a loan before it is endorsed for FHA insurance, FHA requires a DEL to follow program rules designed to ensure that the DEL is properly underwriting and submitting mortgages for FHA insurance.

As part of the settlement, U.S. Bank admitted that, from 2006 through 2011, it repeatedly certified for FHA insurance mortgage loans that did not meet HUD underwriting requirements. U.S. Bank also admitted that its quality control program did not meet FHA requirements, and as a result, it failed to identify deficiencies in many of the loans it had certified for FHA insurance, failed to self-report many deficient loans to HUD, and failed to take the corrective action required under the program. U.S. Bank further acknowledged that its conduct caused FHA to insure thousands of loans that were not eligible for insurance and that the FHA suffered substantial losses when it later paid insurance claims on those loans.

“This substantial recovery on behalf of the Federal Housing Administration should serve as a vivid reminder of the potential consequences of not following HUD program rules, and the diligence with which we will pursue those that violate them, particularly where lenders such as U.S. Bank take actions to compromise the insurance fund,” said David A. Montoya, Inspector General of the Department of Housing and Urban Development.

“We are gratified that U.S. Bank has agreed to put this matter behind it, and we want to thank the Department of Justice and HUD’s Office of Inspector General for all of their efforts in helping us make this settlement a reality,” said Damon Smith, Acting General Counsel for the U.S. Department of Housing and Urban Development. “This settlement underscores our consistent message that following Federal Housing Administration rules for underwriting FHA-insured loans is a requirement, not an option.”

The agreement resolves potential violations of federal law based on U.S. Bank’s deficient origination of FHA insured mortgages. The agreement does not prevent state and federal authorities from pursuing enforcement actions for other origination conduct by U.S. Bank, or for any servicing or foreclosure conduct, including civil enforcement actions against U.S. Bank for violations of the CFPB’s new mortgage servicing rules that took effect on Jan. 10, 2014. U.S.

Dept 2015). A written assignment of the note or physical delivery of the note is sufficient to establish standing. *U.S. Bank N.A. v Madero*, 80 A.D. 3d 751, 753 (2d Dept 2011).

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when and why the note was lost and what was done to find it. At trial U.S. Bank presented the testimony of Beverly Decaro, a Wells Fargo loan verification counselor, and Michael Wang, a US Bank Research Manager and Vice President. Neither Decaro nor Wang had any knowledge about the circumstances that led to the original note's disappearance or either Aegis' or U.S. Bank's or any of the other assignees loan practices and procedures in obtaining or administering records (B at 65-66, 82-85; D at 113-14, 139-141). Both declared that Aegis no longer existed and that they could not present testimony from anyone from Aegis. In fact, both witnesses' trial testimony just bolstered the attenuated history of the lost note and made it clear that the lost note affidavit was vastly insufficient to either permit the copy of the note into evidence or to confer standing upon plaintiff.

Specifically, Decaro testified that her familiarity with the copy of the note and lost note affidavit came solely from reviewing records from the Wells Fargo imaging system and that the note has been lost prior to the formation of the trust agreement trust agreement (A at 24, B at 66). She was not involved in obtaining any of the records on the file (A at 24). Wells Fargo started servicing the loan in April 2006 after the loan was sold to and deposited into the trust. She did not even know how the certified copy of the lost note got into the file sent to US Bank or how it was copied (B at 48). Decaro testified that Aegis sold the loan to Lehman Brothers who sold it to Structured Asset Securities Corp ("SASC") as depositor which put this and about 6500 other loans into a trust which appointed US Bank as Trustee. DeCaro never worked at Aegis, Lehman Brothers or SASC and did not know whether Aegis transferred the note to Lehman upon its sale of the loan (A. At 107). On cross she indicated that she had never seen an assignment of the note from Aegis to Lehman Brothers or from Lehman Brothers to SASC (C at 119, 122). She also did not know when or how the note was lost or whether a search took place for the note since the lost note affidavit was silent as to any efforts taken by Aegis to find the note. In fact, she did not even know Aegis's protocol in making a photo copy of the original note at the closing (B at 82-83). Nor did she know where Aegis kept the original of the note (Id. at 84-85). In response to the Court's questions as to whether there was anything indicating how or why it was lost, De Caro responded that "No, just what it says here, it doesn't say why or how (Id. at 49).


Mr Wang first started working at U.S. Bank in 2013, some seven years after the issue of the lost note first arose, and became a research manager in 2018. His knowledge of the Cadeumag mortgage was based solely upon his review of the records (D at 6). U.S. Bank serves as trustee of a residential mortgage bank security trust ("SASCO") consisting of approximately 6500 notes; the trust owns the note. Aegis created the loan and then sold it to Lehman Brothers which aggregated the mortgage with many other mortgages into various securities and then sold the securities to various trusts which were then aggregated into the SASC trust. In 2006 U.S. Bank became the trustee and custodian of this trust and received physical and electronic copies of the notes and mortgages and reviewed and administered the loans on behalf of the investors to the trust.


## FOOTNOTES

1. The MERS system was created by several large participants in the real estate mortgage industry to electronically track ownership interests in and transfers of residential mortgages. *Merscorp, Inc. v. Romaine*, 8 N.Y.3d 90, 96 (2006). Members contractually agree to appoint MERS to act as their common agent on all mortgages they register in the MERS system. *Id.* MERS was intended to “streamline the mortgage process by using electronic commerce to eliminate paper.” *Bank of N.Y. v. Silverberg*, 86 A.D.3d 274, 282 (2d Dept. 2011).
2. But see the trial testimony of Decaro and Wang, both of whom testified that the collateral file arrived at U.S. Bank on or about January 31, 2006 without the lost note affidavit or copy of the lost note.
3. The parties also aver that by assignment dated March 27, 2009 and recorded April 20, 2009, the mortgage was assigned from MERS, as nominee for Aegis, to plaintiff. However, any involvement of MERS is irrelevant to the instant matter since the underlying note was never sent to MERS.
4. UCC § 3-804 provides in part that “The owner of an instrument which is lost, whether by destruction, theft, or otherwise, may maintain an action in his own name and recover from any party liable thereupon upon due proof of his ownership, the facts which prevent his production of the instrument and its terms .”
5. The Official Commentary to UCC § 804 provides that: “The plaintiff who claims to be the owner of such an instrument is not a holder as that term is defined in this Act, since he is not in possession of the paper, and he does not have the holder’s prima facie right to recover under the section on the burden of establishing signatures. He must prove his case. He must establish the terms of the instrument and his ownership, and must account for its absence.”
6. Hereinafter, the 7/24/18 transcript will be referred to as “A” followed by page #; the 12/19/2018 transcript will be referred to as “B” followed by page #; the 12/21/18 transcript will be referred to as “C” followed by page # and the 4/01/19 transcript will be referred to as “D” followed by page #.

Katherine A. Levine, J.

Was this helpful?

Yes 

No 

the familiar arithmetic format, that the “unapplied” funds should be subtracted from the “Total Amount Due.” *Id.* None of this is disputed. (Doc. 38-1 ¶¶ 20(a)-(d)). Plaintiff disputes only that the total amount demanded in Rushmore’s statement was \$2,488.01. (Doc. 38-1 at ¶ 21).

Thus, on October 1, 2019, one year after Plaintiff’s first non-conforming check triggered a cascade of late payments, Plaintiff was two months behind on his mortgage payments and owed \$2,488.01. Plaintiff disputes this conclusion, but not any of the underlying math recounted above. (Doc. 38-1 at ¶¶ 18, 19, 20(b)). Nor does Plaintiff \*8 dispute that the suspense total after the September 10 check was \$455.05 (which it would not have been if Plaintiff were only one month behind). *Id.* This was the state of Plaintiff’s loan when ownership transferred from OWS to RMAC, (Doc. 33-1 at ¶ 13), and forms the foundation for three, crucial, overlapping events in late September and October 2019.

On October 9, Plaintiff sent Rushmore a Notice of Errors (“NOE”) through his counsel (again, the Dann Law Firm). (Doc. 38-1 at ¶ 28). The NOE asserted two errors:

- *First*, that the total amount due was \$2,488.01, as reflected on Selene’s statement, *not* \$2,828.59 as reflected on Rushmore’s. (Doc. 38-1 at ¶ 30). Plaintiff and his counsel, understood this to mean that Rushmore had “added an additional \$341.08 in balances owed, despite the Borrower remitting the September 1, 2019 Mortgage Payment to Selene in a timely manner, and Selene processing said payment on September 10, 2019.” *Id.*
- *Second*, that the recoverable advance values presented on both the September mortgage statements from Selene (Doc. 38-3 at 20) and Rushmore (Doc. 38-3 at 6) were unjustified because Plaintiff had made his September 2019 payment. *Id.*

Just before sending the NOE, Plaintiff wrote two checks numbered 110 and 111. Check 110, dated September 27, 2019, was for \$996 (*i.e.*, the pre-July monthly payment amount). (Doc. 38-1 at ¶ 22(a)). Check 111, dated September 29, 2019, was for \$929.55 (the correct amount of a monthly payment). *Id.* at ¶ 22(b). Plaintiff’s bank records show that Check 111 was

Linda Hartley

141 Eisleben Rd.

Leesville's. 29070

E-mail: [LHARTLEY1953@gmail.com](mailto:LHARTLEY1953@gmail.com)

July 06/2025

RECEIVED  
MAR 11 2026  
SC Court of Appeals

ALAN WILSON

ATTORNEY GENERAL

1000 Assembly Street, Room 519

Columbia, South Carolina, 29201

Re: U.S. Bank Trust National Association, FRAUD Stealing Homeowner property, Auction Sale,

Dear Attorney General,

Its not my intention to be disrespectful, but have sent you letters asking for your help the devastation of a Mortgage (FRAUD).

An understanding from the STATE REP. Cal Forrest office, Cfpb Consumer Financial Protection Bureau and Consumer Affairs (Fraud Specialist), that's the attorney General (Alan Wilson) RESPONSIBILITY to bring forth fraud Charges to USBank Trust National Association, when it was brought to your attention.

Receiving Cfpb investigation report Complaint on Rushmore Loan a ("NOTE HOLDER"), Embezzled of (FRAUD) Over (\$20,000.00) Thousands of dollars on my Mortgage Loan Payments included my Escrow Payments paid, they received and cash of a transfer July 01/2021-July 01/2023. They did not pay the Homeowner insurance, Property taxes and then transfer August 01/2023, a ("NOTE HOLDER") Servicing Corporation.

The Consumer Financial Protection Bureau, hopefully are Filing Criminal and Civil lawsuit Action with the State and Federal law Agencies Enforcement.

Learning Knowledge with the above names Help of information's, after Been Discriminate for an attorney with the S.C.L.S. Enclose information.

CONCLUSION- FACTS OF FRAUD MORTGAGES,

This is What a ("NOTE HOLDER") Mortgages ("Lender"), Does and What They Have Done Stealing Homeowner Property, Home, Money paid from Hard working American people needs your attention on (FRAUD)?

1. I the ("Borrow") Hartley enter into a Mortgage Contract April 09/2002, with National City Mortgage ("Lender").
2. In the Contract written, the ("Lender") may Transfer the NOTE to receive monthly Loan Payments from the ("Borrow") are called ("NOTE HOLDER").
3. National City Mortgage ("Lender") sent ONE TRANSFER NOTICE, November 08/2009, ("NOTE HOLDER") Green Tree Serving LLC.
4. Since that date, there has been six (6) ("NOTE HOLDER") Transfers, not by National City Mortgage,
5. Rushmore Loan and Servicing Corporation ("NOTE HOLDER") of Learning was set up by U.S. Bank Trust National Association working together ILLEGAL CRIMINAL FRAUD, STEALING DECEPTION MORTGAGE FRAUDULENT REAL ESTATE DEEDS, from Homeowners.
6. Rushmore Loan assigned by USBank Nation Association to Embezzled (Hartley) Mortgage Loan Account of Non-Payments. Servicing Corporation assigned by U.S. Bank National Association to set up (Hartley) Mortgage loan account a (FRAUD) Foreclosure, that added Large amount of past due loan payments, unknow charges was apply, Rushmore Loan charges apply, attorney fees charges, late fees, etc., apply on Mortgage Statements.
7. Mortgage Loan payments, January 01/2023- October 01/2023, cash by Rushmore Loan, plus addition amount.
8. November 01/2023, and December 01/2023, Mortgage Loan payments, cash by Servicing Corporation. January 01/2024, two (2) payments, February 01/2024, March 01/2024, April 01/2024, May 01/2024, Return all six (6) loan payments together Return Uncash June 10/2024, that are stamp on each check June 10/2024, and U.S. Bank Trust National Association Filed Foreclosure (FRAUD) May 02/2024, and Filed May 02/2024, a Summons and Complaint Service a publication newspaper.

Attorney General, (Alan Wilson) without any Knowledge of ever had any connection, of a Mortgage contract or to a transfer ("NOTE HOLDER") and DO NOT OWE MONEY TO US Bank National Association and never had but two (2) Mortgage Loan in my seventy-two (72) years, Lexington State Bank, paid in full April 2002. and National City Mortgage, should have been paid in full May 2022, of a twenty (20) years loan. Cfpb is investigation complaint sent in by (Hartley) on National City Mortgage, Green Tree Serving LLC, Ditch, USBank National Association, Servicing Corporation, Rushmore Loan. Consumer financial protection Bureau Filing criminal and civil lawsuit Action, with the State Attorney General to prosecute for Victims of financial crimes.

FORGED DETAILS REAL PROPERTY ESTATE,

9. US Bank Trust National Association as Trustee for BKPL-EG Series1 Trust, FORGED Their name to (Hartley) Real Estate property Document Recorder Registrar of Deeds

September 10<sup>th</sup>2021 and November 08/2021, sign as the property owner transactions of Lexington County South Carolina, under the Mortgage made by James Hartley and Linda Miller Hartley with National City Mortgage Recorded Registrar 04/16/2002,

10. U.S. Bank Trust National Association, attorney Taylor Gray, LLC, Filed to the Lexington County Court of COMMON PLEAS Pursuant a Hearing October 29, 2024, received a order to SELL MY HOME (Hartley) Real Estate Property, to a Action December 02/2024, without the Homeowner been severed a court date, that the homeowner IS NOT IN THE COURT HEARING, Showing NO CONTRACT OF EVIDENCE, to the court, that was under (FRAUD) Fact) to a written up testimony from Mc Michael Taylor Gray, LLC attorney for USBank Trust National Association and clam to the Judge (court), that (Hartley) CANT NOT BE FOUND IN SOUTH CAROLINA.

11. There (FRAUD) DID NOT WANT TO SEVERD (Hartley), and LIED.

12. On February 08/2025, a stranger (man) enter my Daughter home (same neighborhood) reveal information, that he bought her mother (Hartley) home at an Auction December 02/2024, and Threaten her mother (Hartley) that she needs to move out or he will move her things out to the street himself. I had no Knowledge of this information until that date.

13. I enter the Lexington County Court February 10/2025 and learn the court issue an order on hear said, and Sold my home and real estate property.

14. I Filed a Legal Action February 12/2025, COMMON PLEAS, Mortgage FRAUD AGAINST US Bank National Association.

15. On March 10/2025, a Court Hearing filed by US Bank National Association, for An ORDER SIGNING OVER TO THEM (Hartley) Property Deeds included the home and reveal information to the court that (Hartley) giving them all of the addition real property Deeds.

THIS IS UNBELIEVABLE and for the Lexington County Court Judge sign orders, without the homeowner in court, taking the words of a Deception Mortgage Criminal Real Estate FRAUD.

Lexington County Sheriff Department brought Fraud charges filed against US Bank Trust Nation Association, but have not forward it on to Sled.

MORTGAGE FRAUD NEEDS TO STOP, ITS YOUR RESPONSIBILTY TO PROSECUTE CHARGES WITH SLED, AGAINST USBank National Association.

I enter to the Lexington County Taxes and Discover of six (6) Mortgage FORGED their name on (Hartley) real estate property Deeds as the owner.

IVE ALL INFORMATION OF PROOF, TO THEIR FRAUD, AND WILL BE ENTER TO A COURT HEARING. Sincerely Linda Hartley,

